

Musical Rights Management Service Agreement

Kampala, Uganda, Date:/...../.....

On the one hand,

Omziki Distribution, with its registered office at Kampala road, Cham Towers, Level 1, Suite 173, and TAX ID 1008936259, represented in this act by Wantante Dennis, with Nisoft Dynamics Ltd, in its capacity as administrator (hereinafter the "COMPANY").

On the other hand,

[If you are a natural person]:

....., of nationality, with ID number, and domiciled in, [acting in his/her own name and representation] and [artistically known as (hereinafter, the "ARTIST" or the "LICENSOR").

[If it is a legal person]:

....., company incorporated in accordance with the legislation, with registered office in, with CIF, represented by D. with ID number as of the aforementioned company and [on behalf of the musical project (hereinafter, the "ARTIST" or the "LICENSOR").

Both parties mutually recognize the legal capacity necessary to contract, as well as the nature and representation in which they intervene, and especially for the granting of this (these) contract / s.

STATE

- 1. That within the corporate purpose of the COMPANY is the management of the related rights (also known as “Neighboring Rights”) of the sound recordings owner.
- 2. That the LICENSOR is the owner of the sound recordings and related rights to manage.

In view of the above, the parties agree to sign this contract for the management of related rights, which will be governed by the following

CLAUSES

1.- IDENTIFICATION OF THE SCOPE AND PURPOSE OF THIS CONTRACT.

The object of this contract consists of the collection of the related rights of the sound recording owner,

In particular, the LICENSOR entrusts exclusively to the COMPANY for the entire World territory the management and collection by itself, through collecting society or any other entities of international management of related rights of which the LICENSOR is not a member (among others SCPP, PPL, SoundExchange etc.), of the rights of public communication, reproduction, transformation and equitable

compensation for private copy that are recognized to the phonogram producer in any country in the world, during the term of this contract.

The LICENSOR undertakes to register with the collecting society or with any other international related rights management entities, when this is necessary for the effectiveness of what is established in this clause.

The COMPANY will manage the collection of the remuneration generated both prior to the validity of this contract and during the term of the same, regardless of whether the collection of accrued rights occurs after the date on which the contract has expired.

The COMPANY will settle the amounts collected by virtue of the provisions of this section in the terms established in the clause that establishes the rules of "Remuneration, settlement and payment."

2.- TERRITORIAL SCOPE

All the rights and obligations assumed by the parties to this contract will be effective for the World.

3.- LICENSOR GUARANTEES

The LICENSOR guarantees the COMPANY:

- a) That it is the direct owner of the rights over the sound recordings whose management is entrusted.
- b) That it has not assigned or transmitted in any way to third parties any of the rights over the sound recordings, in such a way that the set of rights and powers assumed by the COMPANY by this contract may be limited.
- c) That it will keep you totally free from damages of any kind that could be caused by any claim that you may receive for the exercise of the rights and powers assumed by virtue of this contract.

These guarantees will be maintained during the term of this contract.

4- REMUNERATION, LIQUIDATION AND PAYMENT

For the services to which this contract refers, the COMPANY will remunerate the LICENSOR with a percentage of the total returns net of commissions that the COMPANY has collected (VAT excluded) as a result of the management of the related intellectual property rights that the COMPANY collects from the corresponding management entities, or of the synchronization of the CONTENTS in audiovisual works, once the commission that corresponds to the intermediary has been discounted, if any, and all this in the detailed terms in the FIRST clause. The fees corresponding to the Services contracted, can be found at any time in the "My Account > Pricing" section of your Account.

The following rules will be considered:

- a) Remuneration will be calculated in the national currency in which the COMPANY receives payments. For its conversion into euros, the exchange rate in force on the date on which you are notified of the settlement of the corresponding amounts will be used.
- b) The COMPANY will comply with the tax obligations that legally correspond to it both for the purposes of the Value Added Tax or equivalent tax and as a payer of income subject to withholding.
- c) The COMPANY will proceed to pay the invoices received, once the corresponding tax withholdings that correspond in each case have been deducted, within 45 days of the date on which it has received the corresponding amounts from the respective related rights management entity. .

5.- VALIDITY

This contract shall have a term of three years from the date on which the respective phonographic rights management entities have been notified that the COMPANY has entrusted its management to the LICENSOR.

The contract will be automatically extended for additional periods of 3 years from date to date, unless either party denounces it at least five months before the expiration date of the contract or any of its extensions. The termination of the mandate will take place on December 31 of the year in which its resolution was requested.

The income that could be produced from the reliable notification to the respective management entity of the sound recording owner's rights of the termination of this contract until its final effectiveness will be liquidated to the LICENSOR in accordance with the provisions of this contract.

6.- RESOLUTION OF THE CONTRACT

This contract may be terminated:

- a) By mutual agreement of the parties.
- b) At the request of the LICENSOR or the COMPANYY, as a consequence of the serious breach of the contractual obligations, when the same has not been rectified within a period of 60 days from its communication to the other party.
- c) At the request of the COMPANYY with a notice of 60 days.
- d) Due to force majeure.
- e) By legal provision.

7.- BREACH OF THE CONTRACT

7.1. Consequences of breach

No breach of the obligations established in this contract by either party will empower the other to try to terminate the contract or its term, unless the party harmed by the breach notifies in writing the situation to the non-compliant party and the latter does not remedy the non-compliance within 60 days of notification.

In any case, the parties maintain their right to exercise the legal actions that correspond to them in each case in response to the type of breach of the contract that may be occurring.

No waiver of the claim of any breach of this contract by either party implies the waiver of the claim of any other prior or subsequent breaches

7.2. Force Majeure

Neither the COMPANYY nor the ARTIST will be found to be in breach of this contract when the fulfillment of their obligations is delayed or made impossible due to force majeure, war, fire, earthquake, strike or other labor disputes, inevitable accidents, civil commotion, epidemic, actions of the government, its agencies or its officials, lack of technical facilities, acts of public enemies, or any other cause beyond the control of the parties to this contract.

7.3 Indemnification

Each party will indemnify the other and will assume the damage against any loss, damage and cost, including legal costs that originate or derive from any claim that may arise and that is not based on true breaches of obligations, guarantees and assignments established in this contract.

If the COMPANYY has any claim against the ARTIST as a result of its breach of any of the obligations it has assumed under this contract, it may withhold payment of a sufficient amount to compensate the damage caused by the breach claimed until such time as both parties have resolved the controversy or breach by mutual agreement.

The determination of their amount must be motivated in writing and notified by the COMPANYY to the ARTIST before proceeding to withhold them. The ARTIST may oppose the withholding proposal within

10 days of receiving the corresponding notification, by contacting the COMPANY to fix the amount to be withheld by mutual agreement. In the event that said agreement is not reached, the retention proposal initially calculated by the COMPANY will prevail.

The COMPANY will keep the amounts withheld in a separate and perfectly identified bank account.

The same right and on the basis of the same procedure corresponds to the ARTIST when he has a claim against the COMPANY as a consequence of his breach of any of the obligations he has assumed under this contract.

8.- MISCELLANEOUS

- a) This contract may be raised to a public deed at the request of any of the parties. The petitioner will be responsible for all the expenses that this increase may produce.
- b) All notifications that are necessary in compliance with the provisions of this contract must be in writing and communicated to the other party at the physical or electronic address that has been communicated at the time of signing the contract, by any reliable means that allows to have proof of receipt, including email.
- c) This contract contains all the terms agreed between the parties and supersedes all prior written or oral agreements on the subject matter of this contract and may not be modified, except in writing and by mutual agreement.

9.- PERSONAL DATA

Through this document, the COMPANY is fully empowered to process, automated or not, the personal data provided in this contract in order to comply with the contractual relationship established between the ARTIST and the COMPANY and with the limits derived from the contracted service.

Likewise, the COMPANY is authorized to transfer the aforementioned personal data to the companies of the group of companies to which it belongs and to any others whose intervention is necessary to satisfy the purposes agreed in the aforementioned contractual relationship or that, due to internal control regulations, must know of the aforementioned data, as well as to the associations or similar entities to which the COMPANY may belong, in order to control and communicate the degree of compliance with said contractual relationship to any of the above entities that may be interested.

In the event that this contract is concluded between the COMPANY and one or more other legal entities, these are obliged, by means of this contract, to obtain the necessary consent of those natural persons whose data is provided to the COMPANY after previously informing them of all the points mentioned in this clause, consenting to the representatives of the legal entities that sign this agreement to the processing of their own personal data under the same terms as provided in this clause.

In the event that this contract is entered into between the COMPANY and one or more natural persons represented by a third party, the latter undertakes, by means of this contract, to obtain the necessary consent of those natural persons whose data are provided to the COMPANY after Inform them in advance of all the points mentioned in this clause, with the representative (s) of the natural persons who sign this agreement consenting to the processing of their own personal data under the same terms as provided in this clause.

Those natural persons whose data have been provided to the COMPANY may contact the person responsible for the file containing their personal data, in order to access, rectify and cancel the data indicated in this document. To do this, they may go to the COMPANY's registered office, which is the place where the database containing their personal data is located.

10.- CONFIDENTIALITY

The terms and conditions of this contract, the information, documentation and other materials exchanged between the parties on the occasion of it, are strictly confidential and may not be communicated or provided to third parties except in the cases strictly necessary due to the unavoidable demand. compliance with the contract or the law.

When, in compliance with the contract, the information, documents or materials protected by this confidentiality clause are shared with third parties, they will be bound by it.

When the information, documents or materials protected by this confidentiality clause are shared in compliance with a firm judicial or administrative order, the parties will communicate such circumstances.

11.- APPLICABLE LEGISLATION AND JURISDICTION

This contract will be governed by the provisions of the current Uganda legal system.

For all questions that may arise in relation to the interpretation or fulfillment of this contract, the parties will seek their solution through direct dialogue and in good faith between them. In the event that the disagreement persists, it will be aired before the Judges and Courts of Kampala, expressly waiving any other jurisdiction that may correspond to us.

And to prove our compliance with all the above, the parties sign this contract, at the place and date indicated in the heading.

PARTS

OMZIKI DISTRIBUTION

LICENSOR
