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#  PEPESHA TALENT LIMITED

 **MEDIA DISTRIBUTION AGREEMENT**

This agreementis made this…………..day of………….20………… BETWEEN **PEPESHA TALENT LTD** a private liability company incorporated in the Republic of Kenya and of post Office Box Number 61386-00201 Nairobi, [hereinafter referred to as “the AGENTS “which expression shall where the context so admits includes its Affiliates successors and assigns’]of the one part

 AND

…………………………………………….……………………………………………………of POST Office Box Number……………………………location…………………………………………. In the said Republic. [hereinafter referred to the COMPANY] organization which expression shall where the context so admits includes permitted assigns and his/her personal representatives or in the case of a corporate entity, its successors] of the other part.

WHERASE

**PEPESHA TALENT** carries out the business of **inter alia** providing a number of internetbased services and products.

**PEPESHA TALENT** as a distributor of Digital Media [as hereinafter defined], for use on **PEPESHA TALENT** devices is desirous of selling the rights to the use of the compositions in the Territory through its existing technology infrastructure rights subject to the terms set out in the Agreement.

**PEPESHA TALENT** wishes to act as agent for the Licensor, Company or Organization in the sale of the products in the territory at a commission fee set out here under of……………………..percent of the market price.

 NOW IT IS HEREBY AGREED AND DECLARED as follows.

 INTERPRETATIONS,

 For the purpose of this Agreement, the following terms shall have the following;

1. ’’ Commencement date’’ means the day the agreement is signed/ come into effect.
2. ’’ Expiry date’’ means the day this agreement is terminated/ lapses.
3. ’’Digital Media’ ’Means the software, applications, products, features, functionality, data, videos graphics, sounds, text and other information, material or other content in electronic form utilizing any wireless platforms for transmission to Pepesha Talent customers.
4. ’’ Customers’’ means any user in the Territory who through the technology provided by Pepesha Talent purchase the rights to use the Compositions or any portion thereof.
5. ’’confidential information ‘shall means a business plan any facts, opinion conclusions, projections data, information, future developments, engineering manufacturing, marketing, financial or personal matter relating to the company. Its present or future products, technology, sales customers, employees, investors, prospects, markets or business whether communicated orally or in writing by one Party to the other under this Agreement;
6. ’’Conditions’’ means the provision contained under
7. ’’Intellectual property’’ means patents, trademarks, designs, trade name, copyright, and know-how, whether duly registered or not;
8. ’’Notice’’ means notice in writing complying with terms of this agreement
9. ’’Payments’’ means the amount specified in the provisions.
10. ’’Territory’’ means worldwide;
11. ’’Authorized service ‘the titles may only be exploited on the following electronic services [collectively ‘’licensed service’’pepeshatalent.com and other distributor branded services.
12. ’’Authorized Technologies’’ internet or wireless.
13. ’’Authorized Languages’’ all as delivered by the licensor.
14. ’’Terms’’ means from the commencement day to the expiry date or such other time as provided.

’’Distribution fee; distributor will receive an agreed percentage of the gross Receipts

 “Affiliate promoter commission” when applicable, Distributer will pay a commission to an affiliate promoter which shall be a set agreed upon with the affiliate promoter {not to exceed……%of the net receipt [whereas the next receipt shall be the gross receipts earned in association with the promotional services provided by an affiliate promoter less distributions fee.

DISBURSEMENT OF RECEIPT.

Gross receipt shall be applied in the following order;

* a] Distributor’s distribution fee
* b] Affiliate promoter commission when applicable
* c] Remainder to licensor.

**RIGHT TO SELL**

**LICENSOR** owns digital product in accordance with this agreement, licensor grants **PEPESHA TALENTS** an exclusive right to sell their product (media) under the terms of this agreement. This exclusive right to sell only applies in the prescribed territory.

The licensor agrees to deliver to **PEPESHA TALENT**, on consignment the product [media] **PEPESHA TALENT** agrees to devote its best effort to the sale of the product [media]. All sales prices and terms of shall be determinate by mutual consent of the parties.

PROCEEDS OF SALES.

PEPESHA TALENT will pay to licensor a portion of the sales proceeds which shall be calculated as follows ……..% percent as the proceeds from the sales of the product [media], The amount determined in the previous sentences shall be paid to licensor. With each net proceeds payment, **PEPESHA TALENT** will submit its current inventory to the licensor.

RECORDS:

**PEPESHA TALENT** shall keep accurate records regarding the quantities/ qualities of the product to be sold. Licensor shall have the right to inspect such records from time to time after providing reasonable notice in writing of such intent to **PEPESHA TALENT.**

TITLE TO MERCHANDISE:

Consigned merchandise shall remain in the property of licensor until sold. Any question on the merchantability of the product shall also be borne/answerable by the licensor.

CONFIDENCIALITY

Each of the parties hereto undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussion leading up to or the entering into this agreement save that which is :-

1. Trivial or obvious;
2. Already in its possession other than as a result of a breach of this clause or;
3. 3, In the public domain other than as a result of a breach of this clause;

TERMINATION

PEPESHA Talent fails to abide by the obligation of this agreement, including the obligation to remit the consignment payment to licensor when due, commits any breach of any of the provision of this agreement and, in the case of a breach capable of remedy, fails to remedy the same within 45 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied the licensor shall have the option to cancel this agreement. Pepesha Talent shall have the option of preventing the termination of this agreement by taking corrective action that cures the defaults if such corrective action is taken prior to the end of the stated in the previous sentences and if there are no other default during such times period.

CONSEQUENSES OF TERMANATION

Any termination of this agreement for any reason shall be without prejudice to any other rights or remedies a party may be entitled to at law or under this agreement and shall not affect any accrued right or liabilities of either party nor the coming into force or the continuance in force of any provision of this agreement which is expressly or by implication intended to come into or continue in force on or after such termination. Upon termination of this agreement for any reasons:

 Any outstanding payment shall remain due and payable by **PEPESHA TALENTS** to **LICENSOR** in accordance with the term of this agreement or if **PEPESHA TALENTS** has paid any charges in advance, LICENSOR shall repay all such charges other than money, in respect of any services or part thereof properly performed in accordance with this agreement. Return to the **LICENSOR** all confidential information and other data belonging to the **LICENSOR** and warrant in writing that no copies of any such confidential information or data have been retained. Immediately upon termination of this agreement for any reason whatsoever, **PEPESHA TALENTS** shall, at the sole option of the **LICENSOR,** either return to **LICENSOR** or destroy all records, documentation and any other information and all copies thereof which are owned by **PEPESHA** **TALENTS**.

DISPUTE RESOLUTION.

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolves the dispute using the below Alternative Dispute Resolution [ADR]procedure.

Any controversies or dispute arising out of or relating to this agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

WARRANTIES.

Neither party makes any warranties with respect to the use, Sale or other transfer of the media by the other party or by any third party. In the event of such an act the licensor shall be liable for direct, indirect, special, incidental, or consequential damages, that are in any related to the product [media].

TRANSFER OF RIGHTS.

This agreement shall be binding to all the parties. Neither party shall have the right to assign its interests in this Agreement unless the prior written consent of the party is obtained upon which such consent should not be unreasonable denied.

ENTIRE AGREEMENT.

This AGREEMENT contains the entire Agreement of the parties with respect to the subject matter of this Agreement and there is no other promise in any other Agreement, whether oral or written shall be binding to the parties. This Agreement supersedes any prior written or oral Agreement between the parties with respect to the subject of this Agreement.

AMENDMENT.

This Agreement may be modified or amended. If both parties ‘signs’ the content of the amendments.

SEVERANCE

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason the remaining provision shall continue to be valid and enforced. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written consulted and enforced as so limited.

PERIOD OF THE AGREEMENT

The period of this agreement shall be ………………………….. (………) years from the commencement date. In consideration to the signing of this agreement the LICENSOR will be required to pay money amounting to …………………………………………….. for this agreement and filling signed hereinafter. The agreement may only be extended or renewed by mutual agreement of the parties in writing and in relation to renewing the same will be treated as signing a new contract with all the particulars, charges therein considered afresh.

APPLICABLE LAW.

This agreement shall be governed in accordance with the laws of the Republic of Kenya in every particulars including formation and interpretation and shall be deemed to have made in Kenya; any proceeding arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in Kenya

SIGNATORIES

This Agreement shall be signed on behalf of licensor and on behalf of **PEPESHA TALENT**. Both signatories must have authority, mandate and capacity to sign this document. This Agreement is effective as of the date first written above consignor.

 PRODUCT LICENSOR (sign)…………………………………………………………………………………………………………

 CONSIGNEES (sign)…………………………………………………………………………………………………………………….

 PEPESHA TALENT OFFICER (sign)……………………………………………………………………………………………….

 Officer……………………………………………………………………………………………………………………………………….

I……………………………………………………………………………………………..do authorize PEPESHA TALENT LTD to sell and distribute the media product stated in the schedule below in digital form.

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| --- | --- | --- | --- | --- | --- | --- | --- |
| PRODUCT | TITLE  | VIDEO/AUDIO/ BOOK  | KENYA SHILLING | SOUTH AFRICA RAND | USA DOLLAR  | EUROPEAN EORO | BRITISH POUND |
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Artist name……………………………………………………………………………………………………………………………………………....