

CONTENT
AGREEMENT

This Distribution Agent
this 12TH day of JUNE 2021
MEDIA PROS AFRICA
business located at 140
ROAD, NAIROBI of P.O. BOX 5023-00100, NAIROBI (the "Agent") and the client/company **REAL IMAGE MEDIA AFRICA** of 320180001188 with its principal place of business located at 117/32 LUSAKA WEST, OFF MUMBWA ROAD, LUSAKA of P.O BOX 32020 (hereinafter referred to as "Agent" and "Client" respectively and collectively as "the Parties").



MEDIA PROS AFRICA
DISCOVER·DESIGN·DEVELOP·DEPLOY

DISTRIBUTION AGENT

Agreement is made and entered into (the "Effective Date") by and between **LIMITED** with its principal place of **PHENOM HOUSE OFF LANGATA**

WHEREAS, the Company is in the business of content production.

WHEREAS, the Agent has expertise in content distribution and media consultancy.

WHEREAS, the Agent desires to exclusively provide worldwide content distribution services to the Client to media broadcast platforms, including TV, Online and Mobile.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Engagement and Services**

(a) **Engagement.** The Client hereby engages the Agent to provide and perform the distribution and media consultancy services and other additional services set forth in Exhibit A attached hereto (the "Services"), and the Client hereby accepts below terms and conditions.

(b) **Standard of Services.** All Services to be provided by Agent shall be performed with promptness and diligence in a skilled manner and at a level of proficiency to be expected of an Agent with the background and experience that Agent has represented it has. The Client shall provide such access to its information, property, materials and personnel as may be reasonably required in order to permit the Agent to perform the Services.

(c) **Tools, Instruments and Equipment.** The Agent shall provide Agent's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties in writing.

(d) **Representation and Warranty.** Each party represents and warrants to the other party that to the best of its knowledge, it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

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(e) **Reporting and Inclusion.** Agent will provide progress reports at least once monthly to Client and ensure Client is involved in the deal making before an agreement is reached.

2. Consultancy Period

(a) **Commencement.** This Agreement shall commence on the Effective Date and shall remain in effect for a period of one (1) year or the earlier termination of this Agreement as provided in Article 2 (b) (the "Consultancy Period") and shall be renewable yearly in the same terms as provided in this agreement.

(b) **Termination.** Either Party may terminate this Agreement by giving thirty (30) calendar days written notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" shall include: (i) any violation of the terms of Articles 1 (d), 3, 4, 5, 6, 8, 10 and 11, (ii) any other material breach listed in this clause that a Party has failed to cure within fourteen (14) calendar days after receipt of written notice by the other Party, (iii) the death or physical or mental incapacity of Agent or Client or any key person performing the Services on its behalf as a result of which the Parties or such key person becomes unable to continue the proper performance of the Services, (iv) an act of gross negligence or willful misconduct of a Party, and (v) the insolvency, liquidation or bankruptcy of a Party.

(c) **Effect of Termination.** Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

3. Agent Commissions and Expenses

(a) **Agent Commission.** In consideration of the Services to be rendered hereunder, the Client shall pay the Agent a commission of **20%** of gross license fees or revenue share whichever applies within seven (7) days of receipt of an invoice from the Agent. Commission payable shall be restricted to revenues arising from direct sales of the content to broadcasters in reference to the rights awarded on the term sheet.

(b) **Expenses.** Agent shall be entitled to reimbursement for all pre-approved expenses or any other expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the Client.

(c) **Payment.** The Client shall submit to the Agent an invoice based on the amount accrued content license fees set out in article 3(a) of this agreement. The invoice shall be for amount equivalent to 80% of the gross amount inclusive of VAT.

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4. Intellectual Property Rights

The Client undertakes that all intellectual property rights have been cleared and that in the event that a claim is made by a third party for breach of any intellectual property rights, the Agent shall not be held liable for the breach. This refers to patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

5. Confidential Information

(a) **Defined.** In this Agreement the term "**Confidential Information**" shall mean the Work Product and any and all information relating to the Agent's business, including, but not limited to, research, developments, contacts, broadcaster engagement documents, content distribution plans, distribution services, term sheets, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Agent either directly or indirectly in writing, orally or visually, to Client. Confidential Information does not include information which:

- (i) Comes into the public domain without breach of this Agreement by the Parties,
- (ii) Was in the possession of either Party prior to receipt from the other Party and was not acquired by either Party under an obligation of confidentiality or non-use,
- (iii) Is acquired by either Party from a third party not under an obligation of confidentiality or non-use to the other Party or,
- (iv) Is independently developed by either Party without use of any Confidential Information of the other Party.

(b) **Obligations of Non-Disclosure and Non-Use.** Unless otherwise agreed to in advance and in writing by the Agent, Client will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the

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Confidential Information to any third party. Client may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, the Client is responsible for any breach of the terms and conditions of this Agreement by any of its employees. Client shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(c) **Return of Confidential Information.** Upon the termination or expiration of this Agreement for any reason, or upon any Party earlier request they will deliver all of its property or Confidential Information in tangible form that the Party may have in its possession or control. Both parties may retain one copy of the Confidential Information in its legal files. The owner of a particular material shall retain the copyright even if the other party retains a copy and any use should be done with the express written consent from the owner.

6. Independent Contractor

The Agent agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Client and the Agent. The Agent shall have no right to receive any employee benefits provided by the Client to its employees.

The Client agrees to pay all taxes due in respect to the sale deal with the broadcaster and to indemnify the Agent in respect of any obligation that may be imposed on the Client to pay any such taxes. This Agreement does not authorize the Client to negotiate, act, represent or make commitments on behalf of the Agent, as this will be considered a breach of contract.

7. Force Majeure

The Parties shall be excused from any delay or failure in performance or delivery hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, pandemic, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption with prior communication. When such events have abated, the respective party obligations hereunder shall resume. However, if the Force Majeure in question prevails for a continuous period of six (6) months, the parties shall enter into bona fide discussions

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with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and equitable.

8. Non-Publicity

The Parties agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except:

- (i) To its advisors, attorneys or auditors who have a need to know such information,
- (ii) As required by law or court order,
- (iii) As required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or,
- (iv) As may be required in connection with the enforcement of this Agreement.

9. Assignment

The Services to be performed by Agent hereunder are personal in nature, and Client has engaged the Agent as a result of their expertise relating to such Services. The agent, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without a prior written consent to the Client, which consent shall not be unreasonably withheld.

10. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of KENYA, without giving effect to any choice of law or conflict of law provisions. All claims and disputes whatsoever arising under this Agreement shall be referred to the High Court of Kenya at Nairobi in accordance with the applicable Laws of Kenya.

Before resorting to the High Court of Kenya at Nairobi pursuant to clause 10 the parties shall attempt to settle by negotiations between them in good faith all disputes or differences which arise between them out of or in connection with this Agreement. The parties further agree that (provided both parties consider that such negotiations would be assisted thereby) they will appoint a mediator by mutual agreement, to assist them in such negotiations. Both parties agree to co-operate fully with such mediator, provide such assistance as is necessary to enable the mediator to discharge his duties, and to bear equally between them the fees and expenses of the mediator.

11. General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties. No waiver of

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any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

12. Survival of Provisions

The following provision of this Agreement shall survive the termination of this Agreement: Articles 2 (c), 3, 4, 5, 6, 7, 8, 10 and 11 and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of

RIMA FILMS PRODUCTION

Name: PAUL. S. WILO

Title: CHIEF EXECUTIVE OFFICER

Date: 11 JUNE 2021

Signed for and on behalf of

MEDIA PROS AFRICA LIMITED

Name: WANGECI MURAGE

Title: EXECUTIVE DIRECTOR

Date:

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EXHIBIT A (The Services):

As Agent, Media Pros Africa will provide the following promotional services at a cost to the agency, beyond distribution. These services are not a mandatory obligation and will be at the Agent's discretion.

- (a) Producing marketing material, which includes posters, promos, catalogues, etc.
- (b) Attending events such as film festivals, webinars, content markets to attract buyers.
- (c) Using our social media outlets to promote your content across our platforms.
- (d) Providing access to meetings with key stakeholders for potential sale opportunities.
- (e) Monitor and send reports on the content's performance as received from platform/s.

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DISTRIBUTION TERM SHEET

A. PROGRAM DETAILS	
PRODUCTION COMPANY/ PRODUCER	RIMA FILMS PRODUCTION
PROGRAM TITLE	MARIA KRISTU; THE BUUMBA STORY
GENRE/CATEGORY	SATIRICAL DRAMA
NO. OF SEASONS	1
NO. OF EPISODES	1
DURATION/EPISODE	120 MINUTES
YEAR OF PRODUCTION	2021
COUNTRY OF ORIGIN	ZAMBIA
CONTACT PERSON	PAUL. S. WILO
CONTACT DETAILS (Email/ Telephone Number)	paulchipowilo@gmail.com +260974544530
B. OTHER DETAILS (IF ANY)	
WEBSITE/ SOCIAL MEDIA LINKS	REAL IMAGE MEDIA AFRICA PAUL WILO SHAWIL MARIA KRISTU; THE BUUMBA STORY
RIGHTS RESTRICTIONS	NONE
PRODUCT ADS IN THE PROGRAM	NONE
LIST OF OTHER BROADCAST PLATFORMS	NONE
PUBLICITY MATERIALS (Posters, Photos, Trailer, BTS Footage, Interviews, Bloopers, etc.)	

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