

THE COMPANIES ACT

NO. 17 OF 2015

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

AMENDED

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

KENYA ASSOCIATION OF MUSIC PRODUCERS

INCORPORATED ...12thday of ...December...2003.

AMENDED this day of 2024

Amended By:-



MOHAMMED MUIGAI LLP

K-REP CENTRE, 3RD FLOOR,
WOOD AVENUE, OFF LENANA ROAD
P.O BOX 61323 - 00200 NAIROBI

**THE COMPANIES ACT
(ACT NO. 17 OF 2015)**

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

AMENDED MEMORANDUM OF ASSOCIATION

OF

KENYA ASSOCIATION OF MUSIC PRODUCERS

1. The name of the company is the **“KENYA ASSOCIATION OF MUSIC PRODUCERS”**.
2. The registered office of the company will be situated in Kenya.
3. The objectives for which the company is established are:
 - 3.1.1 To provide a forum for discussing matters of common interest, to promote dialogue between the various independent creative arms of the industry and to address their opportunities.
 - 3.1.1.1 To collect and equitably distribute to the members public performance and broadcast fees, royalties, and any other fees or levies as the Company may be permitted to collect.
 - 3.1.1.2 To establish, negotiate and enter into agreements to authorize the collection of fees locally and internationally for the public performance and broadcasting of sound recordings, audio-visual recordings, “musical works, audio-visual works, literary works and any other works that may be eligible for license fees payments as determined by the Copyright Act from time to time” on behalf of the members and other rights holders.
 - 3.1.2 To promote ethical business, to repress malpractice and investigate any other illegal activities detrimental to the members including to advocate for any matter that will protect and enhance the Rights of the members such advocacy to include, proposed amendments to the law.
 - 3.1.3 To establish and enforce rules and a code of conduct for the regulation, maintenance and promotion of standards of members, their management, employees, directors and agents in their dealings with each other and with third parties.

- 3.1.4 To take such action as may be necessary by legal or other process, for the protection of the rights of the members including enforcement of intellectual property rights.
- 3.1.5 To consult and liaise with related bodies both at international and national level, including chambers of commerce, trade and business and other mercantile and industrial bodies for the purpose of joint action in the interest of the industry and commerce.
- 3.1.6 To maintain registers of sound recordings, audio-visual recordings, producers of sound recordings, producers of audio-visual recordings, performers, authors, composers, broadcasters and publishers.
- 3.1.6 (a) To represent the audio-visual producers of sound recordings or phonogram producers, "copyright owners of musical works, performers, literary works, and any other right holders for any rights as may be determined by the Copyright Act from time to time".
- 3.1.6 (b) To enter into any agreement with the producers of music and dramatic works videos.
- 3.1.6 (c) To enter into any agreements with Copyright Owners of musical works' literary works, performers, and any other right holders as may be determined by the copyright Act from time to time."
- 3.1.7 To enter into any agreements with any governments, organizations, authorities, municipal, local or otherwise, "including existing and futuristic collective management organization(s) registered or governed by the Copyright Act or its amendments," or that may seem conducive to the Company's objects or any of them and to obtain from any such government, "organization," association or authority any contracts, rights, privileges or concessions, which the Company may think it desirable to obtain and to carry out, exercise and comply with such arrangements, contracts, rights, privileges and concessions;
- 3.1.8 To act as arbitrator in disputes, differences or questions, which may arise between its members and third parties on the rights and liabilities of either party.
- 3.1.9 To form such branches, local committees or other bodies as may be deemed desirable.

- 3.1.10 To purchase, take on lease or in exchange, hire or otherwise acquire any property, movable or immovable, or any interest therein and any rights or privileges, which the company may think necessary or convenient for its purposes, and in particular any land or buildings, and to pay for such properties, rights and privileges.
- 3.1.11 To borrow or raise or secure the payment of money in such manner as the Company thinks fit and to secure the same or the repayment or performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the company in any way and in particular by any legal or equitable mortgage or charge upon any of the company's property or by issue of debentures charged upon any of the Company's property by the issue of any security whether registerable or not and to purchase, redeem and pay off any such securities.
- 3.1.12 To draw, make, accept, endorse, execute and issue bills of exchange and other negotiable or transferable instruments.
- 3.1.13 To sell, exchange, mortgage, pledge, cede in securitatem debiti, or hypothecate the whole or any portion of the property of the Company.
- 3.1.14 To let, improve, alter or maintain the whole or any portion of the immovable property of the Company.
- 3.1.15 To do all such other things as may be conducive or incidental to the attainment of the above objectives.
- 3.1.16 The objects set forth in any sub-clause of this Clause shall not be restrictively construed, but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavor to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.
- 3.1.17 The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof

shall be paid or transferred directly or indirectly by way of dividend, gift, bonus or otherwise howsoever by way of profit, to the members of the Company. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the Company, in return for any services actually rendered to the Company, or reasonable and proper rent for premises demised or let by any member of the Company; but so that no member of the Board of Directors shall be appointed to any salaried office of the Company or any office of the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Company to any member of such Board of Directors except repayment of all proper and reasonable costs, charges and expenses of or incidental to the administration of the Company or in relation thereto. Any such sitting allowances shall be agreed upon by the members in general meeting and be payable from the Company for which appropriate documentation be maintained. The Directors concerned will be individually responsible for any liabilities that may arise from any such reimbursement.

3.1.18 To establish, support, subscribe to and aid in the establishment and support of funds, trusts, associations or institutions calculated to benefit Members or ex-Members of the Company or persons employed by or having dealings with the Company and to make payment by way gift or on such terms as may be thought fit for any purpose conducive to the improvement or advancement of the creation, teaching or performance of musical or artistic works or the research into or development of science, technology and law or any of them.

3.1.19 To receive contributions, subscriptions or donations for any of the aforesaid purposes from Members of the Company, employees or others.

4. The liability of members is limited.

5. Every member of the Company undertakes to contribute to the assets of the Company, in the event of its being wound up while he or she is a member, or within One year from his or her ceasing to be a member, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and the costs, charges and expenses of such winding up and for the adjustment of the rights of the contributories among themselves, such sum as may be required not exceeding the sum of Kenya Shillings Two Hundred (K.Shs.200/=).

WE the several persons, whose names, postal addresses and occupations are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names, Postal Address and Occupations of Subscribers	Signature of subscribers
1. Ms. Angela Ndambuki Producer of Sound Recording P.O Box 51149-00200 - Nairobi	
2. Mr. Geoffery Kwatamba Producer of Sound Recording P.O Box 51149-00200- Nairobi	
3. Mr. Patrick Ndilango Kumwaka Producer of Sound Recording P.O Box 51149-00200- Nairobi	
4. Ms. Faith Kithale Nziva Producer of Sound Recording P.O Box 51149-00200 - Nairobi	
5. Mr. Anthony Kivuthi Musembi Producer of Sound Recording P.O Box 51149-00200 - Nairobi	
6. Ms. Monicah Kibayu Producer of Sound Recording P.O Box 51149-00200 – Nairobi	
7. Ms. Suzanne Wanjiro Gachukia Producer of Sound Recording P.O Box 51149-00200 – Nairobi	

Amended this..... day of.....2024

Witness to the above Signatures:

CERTIFICATE UNDER THE COMPANIES REGULATIONS

It is hereby certified that the above Memorandum of Association of was produced by the process of Xerography.

Amended By:-



K-REP CENTRE, 3RD FLOOR,
WOOD AVENUE, OFF LENANA ROAD
P.O BOX 61323 - 00200 NAIROBI

THE COMPANIES ACT

(ACT NO. 17 OF 2015)

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

AMENDED

ARTICLES OF ASSOCIATION

OF KENYA ASSOCIATION OF MUSIC PRODUCERS

Interpretation

1. In these Articles unless there be in the subject or context anything inconsistent therewith, the words standing in the first column of the following table shall bear the meanings set opposite them respectively in the second column thereof.

WORDS

The Company
The Act

Member

The Board

Director

MEANING

Kenya Association of Music Producers.

The Companies Act (Chapter 486) of the laws of Kenya and every other Act incorporated therewith, or Acts substituted therefore.

Any person who is the owner or exclusive licensee of the rights in Kenya to publicly perform and broadcast at least one sound recording and has been admitted to membership and includes any surviving spouse or child or other relative, next-of-kin, beneficiary under the Will or personal representative of a deceased Member

The Board of Directors of the Company elected pursuant to the provisions herein.

Any person elected to the board of Directors of the

The Articles	Company pursuant to the provisions of these presents. These Articles of Association as originally framed or as from time to time amended by special resolution.
The Office	The Registered Office of the Company.
Seal	The Common Seal of the Company.
Quorum	"10%" of the registered Voting
Rights.	
Voting Rights	The Rights to be determined pursuant to Clause 2.2.1
Chief Executive Officer	The person appointed as such by the Directors to act as such."
The Secretary	Any person appointed to perform the duties of the Secretary of the Company.
Month	A calendar month.
Year	A period of twelve months from 1 st January to 31 st December.

Words and expressions defined in the Act shall, except as herein provided, have the meanings hereby assigned to them.

Words importing the singular number only shall include the plural number and vice versa.

Words importing to the masculine gender only shall include the feminine gender.

Words importing persons shall include bodies, corporate, and associations as are herein defined.

Save as aforesaid any words or expressions defined in the Statutes shall bear the same meaning in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

2. Members

2.1 The number of members is unlimited.

2.2 The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership shall be members of the Company.

2.2.1 The Directors shall from time to time impose such conditions and requirements for qualification for admission to and termination of one or more classes of membership including, but not limited to, admission and annual fees (if any) as they may from time to time by majority vote decide. Provided that members may only fall into any of the following classes "(TO BE EXPANDED TO INCLUDE ARTISTS, COMPOSERS & PUBLIC PERFORMERS);"

Classification of Membership

Category "A" -

Category "B" -

Category "C" -

Category "D" -

Category "E" -

Category "F" -

Qualification

Produced over 1,000 music tracks

Produced 500 to 999 music tracks

Produced 250 to 499 music tracks

Produced 50 to 249 music tracks

Produced 11 to 49 music tracks

Produced 1 to 10 music tracks

2.2.2 The Directors shall have powers to suspend and seek approval of the general meeting on termination of membership of any member if the Board shall consider that the continued membership of such member shall be inimical to the objects and benefit of the Company Provided the Board shall have followed the following procedure;

2.2.2.1 The Directors shall give a Notice/Warning to the member to rectify their conduct before any decision is made to suspend or expel them;

2.2.2.2 The Directors shall give a reasonable explanation as to the suspension or expulsion of a member in writing within Seven (7) days of such decision where it is clear that the Member did not heed the Notice in 2.2.2.1; Such Member shall be given an opportunity to be heard within thirty (30) days of the written notice in clause 2.2.2.2 above before the decision is made.

2.2.3 Notwithstanding the provisions of Article 2.2.1,the Board of Directors shall have power to admit affiliate members from such other associations related to the music industry, subject to payment of a fee to be determined in each case by the Board of Directors in its own discretion, and shall also have power by resolution of a majority of two-thirds of those present at a meeting of the Board of Directors to suspend or to cancel the rights and privileges of any such affiliated Association after giving any such Association a reasonable opportunity of being heard at the meeting. Provided however the Board shall not be obliged to give any reasons for its decision.

2.2.4 The Board may in its discretion admit as an honorary member of the Company any person who is not eligible for admission to membership under Article 2. The membership of an honorary member may be terminated by the Board in its discretion at any time without assigning any reason therefor.

2.2.5 Any Member may, by giving three months' notice in writing to the Secretary, terminate his/her membership :-

- a) on the last day of the month in which the first anniversary of its admission to membership falls; and
- b) thereafter, on any anniversary of that date.

OFFICIALS OF THE COMPANY

(i) Chairman

The Directors shall elect a Chairman from amongst themselves who shall serve for such term and under such conditions as the Directors shall decide.

(ii) Vice Chairman

The Directors shall appoint the Vice Chairman from amongst themselves who shall serve for such term and under such conditions as may be determined by the Directors.

(iii) *General Manager* **"and/or the Chief Executive Officer"**

The Board of Directors shall appoint the General Manager **"and/or Chief Executive Officer"** subject to such terms and conditions to be determined by the Board of directors. In accordance with Section 46B(4) of the Copyright Act, the term of the Chief Executive Officer shall be a term of four years and the Chief Executive Officer shall be eligible for reappointment for one further term upon satisfactory performance as evaluated by the Directors.

The Board of Directors may delegate to the General Manager **"and/or Chief Executive Officer"** all such of its administrative powers as it may deem necessary for the full and proper day to day administration of the affairs of the Company.

3. **Secretary**

3.1 The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them. Such Company Secretary shall hold the qualification prescribed by Section 20 of the Certified Company Secretary Act and be registered and licensed to practice as a Certified Public Secretary under the provisions of the Act.

3.2 A provision of the Act or these Articles requiring or authorizing a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

4. **General Meetings**

4.1 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next:

4.1.1 Provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in

the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the directors shall determine.

4.2 All general meetings other than general meetings shall be called extraordinary general meetings.

4.2 The directors may, whenever they think fit, convene an extraordinary general meeting on such requisition, or in default, may be convened by such requisitionists as provided by Section 132 of the Act. If at any time there are not within Kenya sufficient Directors capable of action to form a quorum, any Directors present and 10% of voting members of the company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

Notice of General Meetings

4.3 Every general meeting shall be called by the secretary of the Board by giving at least twenty-one (21) days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and for day that it is given. The notice shall specify the place, the day and the hour of the meeting and in the case of special business, the general nature of that business and shall be given in the manner herein after mentioned or in such other manner, if any, as may be prescribed by the articles of the company entitled to receive such notices from the Company:

4.3.1 **PROVIDED THAT** that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed:

4.3.1.1 In the case of a meeting called as the annual general meeting by all members entitled to attend and vote thereat; and

4.3.1.2 In the case of any other meeting, by a majority in number of members having a right to attend and vote at the meeting, being a majority together representing not less than 10% of the total voting rights at that meeting of all the members.

4.5 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

5. Proceedings at General Meetings

5.1 All business shall be deemed special that is transacted at an extraordinary general meeting and also all that is transacted at any annual general meeting, with the

exception of the consideration of the accounts, balance sheets, and the reports of the directors and auditors, the election of Directors in the place of those retiring, the appointment of and the fixing of the remuneration of the auditors.

5.2 No business shall be transacted at any general meeting unless a Quorum is present at the time when the meeting proceeds to business save as herein otherwise provided. Quorum for the purposes of meetings shall constitute 10% of registered voting rights.

5.3 If within half an hour from the time appointed for the meeting a Quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week at the same time and place as the Directors may determine if at the adjourned meeting a Quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a Quorum.

5.4 The Chairman, if any, of the Board of Directors shall preside as chairman at every general meeting of the Company, or if there is no such Chairman, or if he shall not be present within fifteen minutes after the time appointed for holding of the meeting or is unwilling to act the Directors present shall elect one of their number to be chairman of the meeting.

5.5 If at any meeting no Director is willing to act as Chairman or if no Director is present within thirty minutes after the time appointed for holding the meeting, the members present shall choose one of their members (being a person entitled to vote) to be Chairman of the meeting.

5.6 The Chairman may, with the consent of any meeting at which a Quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place. However, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of adjournment or of the business to be transacted at an adjourned meeting.

5.7 At any general meeting a resolution put to the vote shall be decided on a show of hands unless a poll (before or on the declaration of the result of the show of hands) is demanded:

5.7.1 By the chairman ; or

5.7.2 By at least three voting members present in person or by proxy; or

5.7.3 By any member or members present in person or by proxy and representing not less than one-tenth of the voting members having the right to vote at the meeting. Unless a poll be so demanded, a declaration by the Chairman that a resolution has on show of hands been carried or carried unanimously by a particular majority, or an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor of or against such resolution. The demand or a poll may be withdrawn.

5.8 Except as provided in article 5.10 if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

5.9 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

5.10 A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be preceded with pending the taking of the poll.

5.11 Subject to the provisions of the Act, a resolution in writing by all the voting members shall be as valid and effective as if the same had been passed at a general meeting of the company duly convened and held.

6. Votes of Members

6.1 Subject to any limitation, which may be imposed by the Directors pursuant to Article 2, every member shall be entitled to vote.

6.2 No voting member shall be entitled to vote at any general meeting unless all monies presently payable by him or her to the company have been paid.

6.3 On a poll, votes may be given either personally or by proxy.

6.4 The instrument appointing a proxy shall be writing under the hand of the appointer or of his duly authorized attorney or, if the appointer is a corporation, either under seal or under the hand of an officer or duly authorized attorney. A proxy need not be a member of the company.

7. A Proxy

7.1 An instrument appointing a proxy shall be on the form prescribed under the Act.

7.2 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

7.3 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous deaths or insanity of the principal or revocation of the authority under which the proxy was executed. Provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

7.4 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority, shall be deposited at the registered office of the company or at such other place within Kenya as specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. In the case of a poll the instrument shall be deposited, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

7.4.1 An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

I/We of being a member/members of the above-named Company, hereby appoint Of.....or failing him.....of..... as my/or proxy to vote for me/us on my/our behalf at the (annual or extraordinary, as the case may be) general meeting of Company to be held on the day of 2.... and at any adjournment thereof.

Signed this day of2.....

7.4.2 Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

I/We of being a member/members of the above-named Company, hereby appointof.....or failing himof..... as my/or proxy to vote for me/us on

my/our behalf at the (annual or extraordinary, as the case may be) general meeting of Company to be held on the day of 2.... and at any adjournment thereof.

Signed this day of2.....

This form is to be used *in favour of /against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit.

*Strike out whichever is not desired.

8. Corporations Acting by Representatives at Meetings.

8.1 Any corporation which is a member of the Company may by resolution of its Directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

9. Directors

9.1 The number of the Directors shall not be less than 6 and no more than 11 and the names of the first Directors shall be determined in writing by the subscribers to the memorandum of association or by a majority of them.

9.1.1

- a) The Board of directors shall in consultation with the Kenya Copyright Board and subject to clause 9.1 have power to co-opt up to 4 professional persons onto the Board where specific expertise may be required ("the Co-opted Directors"), so as to ensure a spread of skills and experience within the Board;
- b) a Co-opted Director can be removed from office at any time by a simple majority of the Board; and
- c) for the avoidance of doubt, a Co-opted Director may participate fully in and vote at all Board meetings, which he or she attends

9.2 The "Board" shall from time to time determine the sitting allowances of the Directors "which shall be approved by the Company during general meetings".

The Directors shall also be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the directors or general meetings of the company or in connection with the business of the Company.

10. Borrowing Powers

10.1 The Board may from time to time at its discretion, raise or borrow from any person, firm or corporation, sums of money in aggregate not exceeding “**Kenya Shillings Fifty Million Only (Shs. 50,000,000/-)**” for the benefit of the Company. Any borrowing which will result in the aggregate amounts borrowed by the Company exceeding the above mentioned limit must be sanctioned by an Ordinary Resolution of the Members of the Company passed at a properly convened General Meeting of the Company.

11. Powers and Duties of Directors

11.1 The business of the Company shall be managed by the Directors who may exercise all such powers of the Company and do all such acts and things as are not, by the Act or by these Articles required to be exercised by the Company in general meeting subject nevertheless to the provisions of the Act or these Articles, and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in general meeting but no regulation made by the company in General Meeting; shall invalidate any prior act of the Directors which could have been valid if that regulation had not been made.

11.2 Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit. Any such powers of attorney may contain such provisions for the attorney as the Directors may think fit.

11.3 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed as the case may be, in such manner as the Directors shall from time to time by resolution determine.

11.4 The Directors shall cause minutes to be made in books provide for the

purposes of:

- 11.4.1 All appointments of officers made by the Directors;
- 11.4.2 The names of the Directors present at each meeting of the Directors and of any Committee of the Directors;
- 11.4.3 All resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees.

And every Director present at any meeting of Directors or committee shall sign his name in a book to be kept for that purpose.

- 11.5 The Board shall have the power to formulate by-laws to give effect to any of the provisions of these Memorandum and Article of Association.

12. Disqualification of Directors

12.1 The office of Director shall be vacated if the Director:

- 12.1.1 Without the consent of the Company in a general meeting holds any other office of profit under the company; or
- 12.1.2 becomes bankrupt or makes any arrangements or composition with his creditors generally; or
- 12.1.3 Becomes prohibited from being a director by reason of any order made under section 189 of the Act; or
- 12.1.4 Become of unsound mind; or
- 12.1.5 Resigns his office by notice in writing to the company; or
- 12.1.6 Ceases to be a Director by virtue of Section 186 of the Act; or
- 12.1.7 Is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 200 of the Act.
- 12.1.8 He ceases to be a member of the company, or
- 12.1.9 If the member of the association or society who appointed the Director to the Company ceases to be a member of the company;
- 12.1.10 If the Director ceases to be a member, employee or the representative of the company for any reason whatsoever.
- 12.1.11 He is absent without leave of the Board of directors for more than three consecutive meetings held over a period of more than 90 days of which due notice has been given.

A Director shall not vote in respect of any contract in which he has an interest or any matter arising thereout. If he does vote, his vote shall not be counted.

13. Rotation of Directors

- 13.1 At the annual general meeting of the Company the voting members shall

elect the Board of directors who shall serve for a term of Three years beginning from the date on which they are elected.

- 13.2 A Director shall be eligible to serve only for a maximum of two terms shall not be eligible for re-appointment until one further term has elapsed.
- 13.3 At every annual General meeting, one third of the elected Board members shall retire from office, the Directors to retire each year (unless they otherwise agree among themselves) shall be those who have been longest in office since their last election and as between persons who become Directors on the same day the retiring members shall be determined by lot.
- 13.4 A retiring director shall be eligible for re-election and shall act as a Director throughout the meeting at which he retires.
- 13.5 The Company may at the meeting at which any Director retires in the manner aforesaid, fill up the vacated office by electing a person thereto. In default, the retiring Director shall be deemed to have been re-elected unless at such meeting, it is expressly resolved not to fill up the vacated office or a resolution for the re-election of the retiring Director has been rejected.
- 13.6 The Company at the meeting at which a Director retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself or herself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost.
- 13.7 No person other than a retiring Director at the meeting shall be eligible for election to the office of Director at any general meeting unless such a person has been a member of the Company for at least two years.
- 13.8 No person other than a Director retiring at the meeting shall unless recommended by the Directors be eligible for election to the office of Director at any general meeting unless, not less than Three nor more than Twenty-one days before the date appointed for the meeting there shall have been left at the registered office of the Company a notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his or her intention to propose such person for election, and also notice in writing signed by that person of his or her willingness to be elected.
- 13.9 The Company may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the directors are to go out of office.
- 13.10 The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election, but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.

- 13.11 The Company may by ordinary resolution, of which special notice has been given in accordance with section 142 of the Act, remove any Director before the expiration of his or her period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him or her and the Company.
- 13.12 The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 13.7. Without prejudice to the powers of the Directors under Article 13.6 the Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director. The person appointed to fill such a vacancy shall be subject to retirement at the same time as if he or she had become a Director on the day on which the Director in whose place he or she is appointed was last elected a Director.
- 13.13 If at an Annual General Meeting the number of vacancies on the Board is equal to or exceeds the number of persons on the list of persons nominated or seeking re-election the Company Secretary of the meeting shall, save in respect of any person who before or at the meeting has withdrawn his/her name from the list, declare all persons on the list duly elected to membership of the Board.
- 13.14 If the number of names number of persons nominated for Directorship exceeds the number of vacancies on the Board there shall be an election conducted under the auspices of the Secretary. The elections shall be by secret ballot.

14. Proceedings of Directors

- 14.1 The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings as they may think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary on requisition of a Director shall, at any time summon a meeting of the Directors It shall not be necessary to give notice of a meeting of the Directors to any Director for the time being absent from Kenya.
- 14.2 The Directors may fix the Quorum necessary for the transaction of the business of the Directors, and unless so fixed, the Quorum shall be Five (5).
- 14.3 The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the company, but for no other purpose.

14.3.1 The directors may elect a chairman of their meetings and he or she shall hold office for a period of three years and shall be eligible for re-election but shall be limited to serve two terms of three years each; but if no such chairman is elected, or if at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.

14.4 The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

14.5 A committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within thirty minutes after the time appointed for holding the same, the members present may choose one of their numbers to be the Chairman of the meeting.

14.6 Subject to Article 13.2 a committee may meet and adjourn, as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes, the Chairman shall have a second or casting vote.

14.7 All acts done by any meeting of the Directors or of a committee of directors, or by any person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that any of them were disqualified, shall only be valid upon review and ratification of the board.

14.8 A resolution in writing signed by all directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors and duly convened and held.

15. The Seal

15.1 The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a committee authorized by the Directors in that behalf. Any instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person authorized by the Directors for that purpose.

16. Accounts

16.1 The Directors shall cause proper books of account to be kept with respect to:-
16.1.1 All monies received and expended by the Company and matters in respect of

- which the receipt and expenditure takes place;
- 16.1.2 All sales and purchases of goods by Company;
- 16.1.3 The assets and liabilities of the company.

Proper books of account shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the company's affairs and to explain transactions.

16.2 The books of accounts shall be kept at the registered offices of the company, or subject to section 147 (3) of the Act, at such other place or places as the Directors think fit and shall always be open to inspection by the Directors.

16.3 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to inspection of members not being Directors and no member (not being a Director) shall have any right of inspecting any account or book or document of the company except as conferred by statute or authorized by the Directors or by the company in general meeting.

16.4 The Directors shall from time to time in accordance with Sections 148, 150 and 157 of the Act, cause to be prepared and laid before the company in general meetings such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

16.5 A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the company in general meeting, together with a copy of the auditor's report, shall not less than twenty-one days before the date of the meeting, be sent to every member and every debenture holder of the Company.

Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the company is not aware.

17. Audit

17.1 Auditors shall be appointed and their duties regulated in accordance with sections 159 to 162 of the Act.

18. Notices

18.1 A notice may be given by the Company to any member either personally or by sending it by post to him at his registered address, if any, within Kenya supplied by him to the company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly

addressing, prepaying and posting a letter containing a notice of the meeting at the expiration of seventy two (72) hours after the letter containing the same is posted, any in any other case, at the time at which the letter would be delivered in the ordinary course of post.

18.2 Notice of every general meeting shall be given in any manner herein below authorized to:

18.2.1 Every member except those members who (having no registered address within Kenya) have not supplied to the company an address within Kenya for giving of notices to them;

18.2.2 Every person being a personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and

18.2.3 The Auditor for the time being of the company;

18.2.4 All Directors of the Company;

No other person shall be entitled to receive notices of general meetings.

19. Winding up

In winding up the Liquidator may, with the sanction of an Extraordinary Resolution, distribute all or any of the assets in specie among the members in such proportions and manner as may be determined by such resolution, provided always that if any such distribution is determined to be made otherwise than in accordance with the existing rights of the members, every member shall have the same right or dissent and other ancillary rights as if such resolution were a Special Resolution passed pursuant to Section 280 of the Act.

20. Indemnity

Every Director, "and/or Chief Executive Officer", Auditor, Secretary and other officers for the time being of the Company, and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and every one of them, their heirs, executors and administrators, shall be indemnified and secured harmless out of the assets and property of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their or any of their heirs executors or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty in their respective offices or trusts, except such (if any) as they may incur or sustain by or through their own willful neglect or default respectively, and none of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them, or for joining in any receipt for the sake of conformity or for any bankers or other persons with whom any monies or effects belonging to the Company shall or may be lodged or deposited for safe custody or for

insufficiency or deficiency of any security upon which any monies of or belonging to the Company shall be placed out or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto, unless the same shall happen by or through their own willful neglect or default respectively.

WE the several persons, whose names, postal addresses and occupations are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names, Postal Address and Occupations of Subscribers	Signature of subscribers
1. Ms. Angela Ndambuki Producer of Sound Recording P.O Box 51149-00200 - Nairobi	
2. Mr. Geoffery Kwatamba Producer of Sound Recording P.O Box 51149-00200- Nairobi	
3. Mr. Patrick Ndilango Kumwaka Producer of Sound Recording P.O Box 51149-00200- Nairobi	
4. Ms. Faith Kithele Nziva Producer of Sound Recording P.O Box 51149-00200 - Nairobi	
5. Mr. Anthony Kivuthi Musembi Producer of Sound Recording P.O Box 51149-00200 - Nairobi	
6. Ms. Monicah Kibayu Producer of Sound Recording P.O Box 51149-00200 – Nairobi	
7. Ms. Suzanne Wanjiro Gachukia Producer of Sound Recording P.O Box 51149-00200 – Nairobi	

Amended this..... day of.....2024

Witness to the above Signatures:

CERTIFICATE UNDER THE COMPANIES REGULATIONS

It is hereby certified that the above Memorandum of Association of was produced by the process of Xerography.

Amended By:-



K-REP CENTRE, 3RD FLOOR,
WOOD AVENUE, OFF LENANA ROAD
P.O BOX 61323 – 00200
NAIROBI