

AGREEMENT

1. Rights to be Administered

Kamp shall administer the Performer's rights exclusively for the use of his performance in audiovisual and sound recordings. Equally so, performer confirms that he/she has withdrawn performer rights from any other CMO within territory of Kenya. Kamp shall administer remuneration for:

- communication to the public
- broadcasting including radio and television
- public performance
- blank media levy and other similar payments
- online transmission
- cable transmission
- the making available to the public of his/her fixed performance, by wire or wireless means in such a way that members of the public may access them from a place or a time individually chosen by them

2. Restriction in Administering Authority

The Performer may exclude certain countries from the Society's administering authority. In order to implement restrictions, the Society shall be notified in writing of the restrictions concerning administering of the rights. If restriction is not possible for legal, administrative, technical or other legitimate reasons, the Society shall inform the Performer of this without delay.

Notification of restriction shall be given six months prior to the end of the Society's financial year, and it shall come into effect at the beginning of the next financial year.

3. New Rights and Changed Circumstances

In the event rights to be administered by the Society are varied due to changes in legislation, national or international agreements or any other similar reason, or the Annual General Meeting of the Society decides to make changes to the administering authority granted to it or to the rules of distribution, the Society shall give information about the changes to its members. A change published in the above-described way shall be a part of this Agreement unless the Performer informs the Society in writing about any restriction by the date stated in the announcement.

4. Authorization

Through this Agreement, the Performer authorizes the Society to;

- Make agreements regarding conditions of use and remunerations for the use of rights transferred to be administered in this Agreement, to collect and receive remunerations, to hold the collected remunerations for the Performer until paid to the Performer and to carry out any other measures necessary for the administering of the rights.
- Appear in its own name in court proceedings and to make arbitration agreements in its own name in disputes concerning the rights transferred to be administered by the Society or the amount of remuneration, and to take any other measures necessary for the administering of the rights.
- Develop such distribution arrangements with corresponding foreign societies that as much of the remunerations accumulated in the collecting country as possible can be paid out as remuneration.
- Exercise, maintain and administer the rights aforementioned in Section 1 herein above to the best of its knowledge and ability as well as to conduct all related legal transactions or to have them conducted thereby.
- Use photographic images bearing his/her resemblance in whatever format exclusively for promotional activities of the Society.

5. Distribution and Use of Collected Remuneration

The Society shall distribute the collected remunerations in compliance with its distribution rules. Remunerations to be distributed shall be paid after the data concerning the assigned music has been processed. In order to receive payment the Performer shall fulfill the obligations defined in Section 7.

6. Clarification and Distribution Fee

If the Performer does not fulfill the obligations as stipulated in Section 7 of this Agreement, the Society is entitled to deduct from the remunerations to be distributed to the Performer a clarification fee verified by the Board of the Society. If administering of the Performer's rights leads to exceptional costs, the Society is entitled to deduct a distribution fee verified by the Board from the remunerations payable to the Performer.

7. Performer's Obligations

It is the Performer's obligation to;

- provide the Society with accurate data on recordings in compliance with the procedure verified by the Society.
- inform the Society about any membership in foreign organizations also administering remunerations.
- provide the Society with up-to-date payment and address data and report any changes to the given data without delay, from time to time.

8. The Performer's Death and Termination of a Corporate Body

In the event that the Performer dies, the rights and obligations defined in this Agreement shall pass on to the Performer's next of kin as provided for by the Performer in the declaration form or otherwise as directed by a court of Law.

If the Performer is a corporate body, and it is terminated for reasons other than a merger, break-up or bankruptcy, and it has not been stipulated how to use the remunerations referred to in this Agreement, the Board of Kamp may, if not otherwise stipulated in legislation, decide to use the remunerations for purposes defined in the Kamp Memorandum and Articles of Association.

9. Applicable Law and Place of Jurisdiction

This Agreement shall be interpreted, and any disputes arising thereof shall be settled in accordance with the Laws of Kenya. Any disputes shall be settled primarily through negotiations. In the event that disputes cannot be settled through negotiations, they shall be referred to a Competent Court of Jurisdiction within the Republic of Kenya.

10. Indemnity Clause

The Performer shall at all times hereafter hold the Society, its Employees and Agents harmless and keep indemnified against all loss, damage, costs, charges and expenses which the Society may suffer or incur in respect of any claims which may be made upon or against the Society in respect of the exercise by the Society of any of the rights granted by the Performer under this Agreement.

This Agreement and the Society's rights arising from it shall extend to Kenya and other countries in the World.