



**COPYRIGHT LEASING AGREEMENT WITH ARTISTS**

Between the undersigned:

1ent- Mr. ZANNOU Nonmide Jacob, residing in Seme- Kpodji Republic of Benin.

ACTING HEREIN IN THE NAME AND ON BEHALF OF:

The company called "AdorAfrika", a limited liability company with a capital of XOF UN MILLION (1,000,000) CFA FRANCS, whose registered office is in Bamako, Sirakoro-Meguetana district, Carrefour Kafougouna KONE door No. 02, registered in the Register of Commerce under the number MA. KTI.2023. B.740.

By virtue of the powers resulting from his functions as Manager of the said company.

Hereinafter referred to as "streaming and executive production institution"

On the one hand,

And

2ent- .....

Hereinafter referred to as "contractor"

Moreover

It was agreed as follows:

The Contractor shall be the author or authorized producer of the digital/audiovisual work defined in Article 1 below. By this agreement, the contractor agrees to lease the exploitation rights to the streaming and delegated production establishment WHILE RETAINING ITS COPYRIGHT.

**ARTICLE 1 : PURPOSE**

The purpose of this contract is to agree, in accordance with the provisions of the Intellectual Property Code, the leasing to the streaming and delegated production establishment of the rights of which the author or the approved producer is the owner on his work to authorize its exploitation on an AdorAfrika streaming music platform.

**ARTICLE 2: EXPLOITATION OF THE WORK**

The contractor leases to the delegated streaming and production establishment for a period specified in Article 3, the rights identified below.

**The leasing right includes.**

The right to perform any act for the purpose of circulating the work online, such as downloading, storing or any act of temporary fixation implied by the digital transmission and dissemination of the work on the network, regardless of its format and the technical process used.

**The right of representation includes.**

The right to put and/or cause to be put into circulation throughout the world the originals of the work, for any communication to the public by the following modes of exploitation:

- Right of public representation of all or part of the work in all events, conferences or symposia relating to the dissemination of academic knowledge,
- Right to list, classify and identify the work in a database by the following : title of the recording, author, year of creation,
- Right to authorize the representation on a database of extracts or summaries of the work, whether written or audio, subject to the moral rights of the author.
- Right to put and/or have the work put into circulation on the international Internet.

The artist and/or the authorized production studio always retains the copyright of the works.

Consequently, the streaming and delegated production institution acquires the status of leaseholder of the contractor's right for the exercise of the rights transferred above, which the streaming and delegated production institution will use by-passing broadcasts useful for the exploitation of the work.

**ARTICLE 3: DURATION – GEOGRAPHICAL SCOPE OF THE AUTHORISATION TO EXPLOIT THE WORK**

This lease is granted by the contractor to the producer, for the entire duration of the legal protection currently and in the future granted to the author and applies for the whole world, by putting the work into circulation on the international Internet.

This period runs from the signature by the parties of this contract and valid for a period of FIVE (05) years renewable by tacit agreement.

**ARTICLE 4 : GUARANTEE OF LEASED RIGHTS**

The author and/or the licensed production studio expressly guarantees the streaming and delegated production establishment the peaceful exercise of the leased rights. In particular, he declares that his work is original, that it does not contain anything that could fall under the laws relating to defamation, indecency, respect for privacy or counterfeiting.

If the work uses or reproduces, even partially, already existing works that have not fallen into the public domain, it is therefore up to the author or the approved studio to obtain the necessary authorizations.

However, if the author cannot obtain all or part of these authorizations, he must inform the Delegated Streaming and Production Establishment by giving it all the elements allowing to identify the works exploited and their authors.

In general, the author or the authorized studio guarantees the Establishment of streaming and delegated production against any disturbances, claims, or evictions whatsoever, which could affect the full and free enjoyment of leased rights.

## **ARTICLE 5: OBLIGATIONS OF THE DELEGATED STREAMING AND PRODUCTION ESTABLISHMENT**

The streaming and executive production institution undertakes to keep the original recording of the work.

The streaming and delegated production institution undertakes to carry out the legal deposit of the work at its own expense.

The streaming and delegated production establishment undertakes to respect the moral rights of the author and in particular to mention on each medium containing the work of the author, the surname, first name and function of the author.

## **ARTICLE 6 : REMUNERATION**

For the exploitation of the work, in accordance with the different purposes and modalities defined in Articles 2 and 3, the leased rights by the contractor for the exploitation of the work give rise to a remuneration equivalent to the multiple of the unit price common to each musical work Stream on AdorAfrika after deduction of taxes, operating costs, approved studio commission (10%) commission of the company AdorAfrika on the revenues generated by paid subscriptions during the past fiscal period.

### **• Terms of payments**

Payments will be made by bank transfer or other electronic payment methods suitable to the parties. There will be no cash payment.

The streaming and delegated production establishment undertakes to pay this remuneration to the author at the end of each fiscal year and this for the duration of the contract. AdorAfrika for reasons of convenience may decide on a semi-annual payment when revenues are deemed important to expedite the distribution of payments to its studios and artists.

## **ARTICLE 7: SUBSTITUTION**

The streaming and delegated production establishment will have the right to assign in whole or in part the rights and obligations resulting from this contract on the condition of informing the contractor and imposing on the transferees the perfect compliance with these obligations for which the delegated producer institution remains guarantor vis-à-vis the contractor.

**ARTICLE 9.- AGREEMENT OF THE PARTIES –**

This Agreement constitutes the entire agreement of the parties and supersedes and supersedes any prior agreement and/or correspondence relating to the subject matter to which it relates.

If one or more stipulations included in this agreement are considered illegal or illicit, this defect will not affect the entire contract which remains valid for the provisions maintained.

**ARTICLE 10 : TERMINATION CLAUSE –**

If one party does not comply with any of its obligations, the other may put it in formal notice by registered letter with acknowledgment of receipt.

If the defaulting party fails to perform within 90 (ninety) days of sending this formal notice, the contract will be terminated automatically and without formality, without prejudice to damages.

**ARTICLE 11 : FORCE MAJEURE**

Neither party can be held responsible in case of non-performance of this contract resulting from an external, unforeseeable, and irresistible event.

**ARTICLE 12: DISPUTE**

Any dispute arising from the execution or interpretation of this contract, and which could not be resolved by amicable agreement between the parties, will be submitted to the competent courts in the Republic of Mali.

**ARTICLE 13. -DOMICILIATION-**

The parties elect an address for service at their respective residences. They undertake to notify each other without delay of any change made by registered mail.

Mention hereof will be granted wherever necessary.

Made at Bamako, in triple (03) original copies.

The.....

<b>For « AdorAfrika »</b>
<b>Mr. ZANNOU Nonmide Jacob</b> <b>For the Artist, or the Approved Studio</b>
<b>Legal Representant</b> <b>NOTARY</b>