

SCHEDULE 1

Terms and Conditions

Content provider will provide Content exclusively to Cable and Wireless (Seychelles) Limited (CWS) as herein described and shall be bound by these Terms and Conditions.

1. DEFINITIONS

- 1.1. The "Content Provider" means the person or firm or company who will provide Content to CWS.
- 1.2. "Artist" shall mean the actual person who performs the audio or video resulting in the Content.
- 1.3. "Licensed Content" shall include the items detailed in the content submission form submitted online by the Content Provider.
- 1.4. "Licence" shall mean the rights granted by the Content Provider to CWS in the Licensed Content
- 1.5. "SACS" shall mean the Seychelles Authors and Composers Society.

2. THE LICENCE

- 2.1. The Content Provider hereby grants to CWS a Licence under the Intellectual Property Rights to do the following acts in and outside of the Territory for the Term of this Agreement, subject to, and in accordance with, the terms of this Agreement to:
 - 2.1.1. use and distribute (including but not limited to broadcasting) the Licensed Content.
 - 2.1.2. reproduce the work.
 - 2.1.3. sell the Licensed Content to independent customers, and
 - 2.1.4. reproduce the Work in any advertising or promotional material relating to CWS.
- 2.2. For the avoidance of doubt the licence granted under clause 2.1 shall assign exclusive rights to CWS, in so far, as the Content Provider shall not grant the rights to another party in the business of telecommunication or broadcasting in Seychelles.
- 2.3. The Content Provider undertakes to deliver to CWS the Content(s) under the terms described in Schedule 2 to these Terms and Conditions (including but not limited to format).
- 2.4. The Licensed Content shall first be made available at the date of acceptance of these Terms and Conditions or as may be mutually agreed between the parties.
- 2.5. The Content Provider shall provide CWS rights of first refusal for any collaboration with a telecommunication or broadcasting service provider ("Service Provider") where the Content Provider shall promote the Service Provider or provide Licensed Content to the Service Provider or enter into any agreement of the same or similar nature to These Terms and Conditions with the Service Provider.
- 2.6. The Content Provider shall ensure that the content submitted to CWS shall not have explicit nudity and language, tag lines, political affiliation or racial discrimination of any sort.
- 2.7. The Content Provider shall procure at his own cost rating from the Film Unit for any feature films submitted to CWS as applicable.
- 2.8. CWS reserves the right to reject content submitted by the Content Provider including the right to not pay for rejected content if such content does not conform to these Terms and Conditions whereupon the Content Provider shall be liable for all related costs and expenses.

3. PAYMENT TERMS

- 3.1. Content Provider shall be paid as provided for in Schedule 1 and Schedule 3 to the Content Submission Form.
- 3.2. For the avoidance of doubt, any charge by CWS to customers as a subscription fee for access to the Licensed Content shall not be subject to revenue share and shall be retained by the CWS solely, unless otherwise agreed by the parties in writing.
- 3.3. The Content Provider hereby agrees that payments made to the Content Provider are payments which include royalties on the Licensed Content. The Content Provider shall not claim or cause any third party to claim any royalty payment from CWS in relation such Licensed Content. Payment arrangements shall be as prescribed in Schedule 3.
- 3.4. The Content Provider shall notify CWS in writing of the account to which the payment under the Content Submission Form shall be paid. For the avoidance of doubt, the Content Provider shall explicitly state if the payment is to be made directly to the Content Provider or to SACS.
- 3.5. Subject to Clause 2.7, payments shall be made within 30 days after the submission of the Licensed Content or as described in Schedule 3 to these Terms and Conditions.

4. TERM AND TERMINATION

- 4.1. The Licence granted under Clause 2.1 of these Terms and Conditions will be subject to clause 4.2 and 4.3 and be Two (2) Years from the date of submission of the Licensed Content (the "Initial Term") and shall be renewed for One (1) year periods thereafter (Renewal Term) until terminated by either party giving at least three (3) months prior written notice to expire on or after the Initial Term or Renewal Term.
- 4.2. CWS may suspend or terminate the Licence:
 - 4.2.1. in CWS reasonable opinion the Content Provider is acting in a manner that could be detrimental to CWS;
 - 4.2.2. the Content Provider breaches any provision of these Terms and Conditions and fails to remedy such breach within seven (7) days of receipt of a notice from CWS requesting it to do so;
- 4.3. In the event that either Party fails to perform or is in breach of any of its material obligations under these Terms and Conditions and such failure continues or occurs repeatedly for a period of thirty (30) days, following receipt of written notice of such failure with demand to

remedy, the non-breaching Party may terminate these Terms and Conditions with immediate effect.

- 4.4. Upon termination of these Terms and Conditions CWS shall immediately cease the sale of Licensed Content, except for that Licensed Content already purchased by CWS customers stored on CWS servers which shall remain available for those customers for a maximum of six (6) months after the termination date.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. The Content Provider or the Content Provider's authorized agents hold the ownership of and all intellectual property rights of the Licensed Content, including but not limited to the therein-contained content, methodology, technology and software. CWS is granted a Licence with digital access to use the Licensed Content for provision of the services of CWS, including the right to sublicense or sell the Licensed Content to third parties. Even If CWS changes, adjusts, amends or divides the Licensed Content CWS shall not have any ownership of or intellectual property rights in such change, adjustment, amendment or division, as it is transferred to the original rights owner whether this is the Content Provider or his/her authorized agent.
- 5.2. CWS has the right if it so wishes to market the Licensed Content under its own brand name and / or trademarks covering the Licensed Content, however this must be done in accordance with the provisions of these Terms and Conditions.
- 5.3. In entering into these Terms and Conditions with CWS the Content Provider guarantees that the use of the Licensed Content is not illegal and does not infringe on the rights of third parties, including patent rights, trademarks and copyrights, as well as the fact that the Content Provider acquires the right to provide to CWS the Licensed Content to be delivered from subcontractors.
- 5.4. The Content Provider is obliged to assure that subcontracting content providers guarantee towards the Content Provider that their Services are not illegal and does not infringe on the rights of third parties, including patent rights, trademarks and copy rights. Further, the Content Provider will in agreements with subcontracting content providers make sure that their obligations towards the Content Provider are similar to the obligations the Content Provider assumes towards CWS in accordance with these Terms and Conditions.

6. LIABILITY

- 6.1. The parties agree that their total liability to each other under these Terms and Conditions, whether in contract, tort or otherwise, for losses or damages suffered in respect of all claims that arise from a single event or series of connected events will be limited to a maximum of the payments made to the Content Provider. Neither party shall be liable for any indirect or consequential loss. Nothing will restrict either party's liability for death or personal injury resulting from that party's negligence or for fraud.
- 6.2. The Parties are obliged to notify each other immediately, should any third party raise a claim regarding the contents provided under these Terms and Conditions. In such circumstances the Content Provider shall be liable to all claims.
- 6.3. The Content Provider will indemnify and hold CWS harmless from any claim or grievance raised by any third party pursuant to any breach pertaining to Clause 5.3 and 5.4 regarding Intellectual Property Rights.

7. FORCE MAJEURE

- 7.1. Neither party will be liable for any loss or damage resulting from delay or failure to perform any of its contractual obligations within the time specified as a result of causes beyond its control ("Force Majeure"). Force Majeure may include, by way of example but not limitation to those circumstances beyond the control of the affected party such as acts of God, the public enemy, acts of government, or any department or agency thereof, as well as fire, flood, earthquakes, epidemics, quarantines, riots, wars, civil insurrections, freight embargoes, labor disputes, localized conflicts, and unusually severe weather.
- 7.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure and the date of performance of the work will be extended for a period of time equal to the impact of the delay on the schedule. When a Force Majeure occurs, either party may immediately notify the other party in writing of the existence of the Force Majeure (the "Force Majeure Notice") and both parties will attempt to mitigate the effect of the Force Majeure as much as possible. If such Force Majeure shall continue for more than ninety (90) days from the date of the Force Majeure Notice, both parties shall have the immediate right, upon written notice to the other party, to terminate these Terms and Conditions.
- 7.3. The above is without prejudice to the rights already accrued to the parties as the result of their performance or failure to perform, either in whole or in part pursuant to their obligations under the Agreement, prior to the occurrence of events of Force Majeure. All amounts due and receivable to the Content Provider prior to the occurrence of the Force Majeure will remain due and receivable despite the Force Majeure. For the avoidance of doubt all services due to CWS prior to the occurrence of the Force Majeure will remain due and enforceable.

8. CONFIDENTIALITY

- 8.1. From time to time, either party may make available to the other party information of a confidential and/or proprietary nature including, but not limited to, technical and commercial information, in a written form

- or orally. All confidential and/or proprietary information transmitted by one party to the other shall be treated by the receiving party with the same care as such receiving party would exercise in the handling of its own confidential and/or proprietary information, but not less than reasonable care. Such receiving party shall not disclose such confidential and/or proprietary information to any person, employees, consultants and/or contractors unless it receives the prior written consent of the disclosing party and subject to such terms and conditions as the disclosing party specifies. Upon termination or cancellation of these Terms and Conditions for any reason, all such confidential and/or proprietary information of the disclosing party shall be immediately returned to the disclosing party and the limitations and undertakings specified in this Section shall remain in effect from the date of termination or expiration of these Terms and Conditions.
- 8.2. Confidential Information shall not include information or matter that
- 8.2.1. was already known to the recipient prior to its disclosure by the other party or is independently developed by the recipient, as demonstrated by reasonable and tangible evidence satisfactory to the disclosing party;
- 8.2.2. has appeared in any printed publication or patent or shall become a part of the public knowledge except as a result of breach of these Terms and Conditions by the recipient;
- 8.2.3. has been received by the recipient from another person or entity having no obligation to the disclosing party or its affiliates; or
- 8.2.4. is approved in writing by the disclosing party for release by the recipient.
- 9. INDEMNIFICATION**
- 9.1. Each party shall indemnify the other for losses, costs, damages and amounts awarded against the other in a non-appealable court decision in connection with a claim, suit or proceeding that arises from injury or death to persons or damage to tangible property, to the extent such injury or death is caused by the negligence or willful misconduct of such other Party.
- 10. SETTLEMENT OF DISPUTES/GOVERNING LAW**
- 10.1. In the event of a dispute between CWS and Content Provider arising out of, or relating to these Terms and Conditions, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations.
- 10.2. The validity, construction, and interpretation of these Terms and Conditions shall be solely and exclusively governed by and construed in accordance with the laws of Seychelles.
- 11. MISCELLANEOUS PROVISIONS**
- 11.1. Notices: All notices and requests required or authorized hereunder, shall, except where specifically provided otherwise, be given either in writing by personal delivery or sent by registered mail, addressed to content@cwseychelles.com for CWS and the designated email address for the Content Provider. Notice shall be effective as of the date of delivery in the case of (i) personal delivery and (ii) facsimile transmission. For registered mail delivery, notice shall be effective five (5) days after the date upon which such notice is deposited for registered mail delivery, addressed to the party intended at its proper address.
- 11.2. Integration: these Terms and Conditions (with the Appendix referred to herein) sets forth the entire agreement between the parties on the subject hereof and supersedes any previous oral or written agreements, understandings, memoranda, letters or representations on the subject matter hereof. These Terms and Conditions may be amended only in writing signed by the duly empowered representatives of the Parties.
- 11.3. Severance: If any one or more of the terms of these Terms and Conditions shall for any reason be held to be invalid or unenforceable, such term shall be construed in a manner to enable it to be enforced to the extent compatible with applicable law. Any determination of the invalidity or unenforceability of any provision of the Agreement shall not affect the remaining provisions hereof unless the business purpose of these Terms and Conditions is substantially frustrated thereby.
- 11.4. Binding Effect: These Terms and Conditions shall be binding on the parties and their respective affiliates, subsidiaries and successors.
- 11.5. No Waiver: No delay or failure to exercise any right, power, or remedy accruing to either party upon breach or default under These Terms and Conditions shall be deemed a waiver of any prior or subsequent breach or default of these Terms and Conditions, nor affect the validity of any provision of These Terms and Conditions.
- 11.6. Relationship of Parties: The relationship of the parties is that of supplier and purchaser only. These Terms and Conditions is not intended by the Parties to constitute or create an employer-employee relationship, a joint venture, pooling arrangement, partnership, agency or formal business organization of any kind. Content Provider and CWS shall be independent contractors with each other for all purposes at all times and no party shall act as or hold itself out as agent for the other, unless so designated in a separate agreement signed by the principal, nor shall any party create or attempt to create liabilities for the other party or parties. Neither party shall bind or attempt to bind the other party to any agreement or to the performance of any obligation, nor shall any party represent that it has the right to enter into any undertaking on behalf of the other.
- 11.7. English Language: All communications and notices shall be in the English language.
- 11.8. Assignment: Both Parties are expressly prohibited from assigning or transferring these Terms and Conditions and any of the rights and obligations granted hereunder without the express advance written authorization of the other party. Any such attempted or purported

assignment by either party in contravention of the foregoing sentence shall be null and void and without force or effect.

- 11.9. Counterparts: These Terms and Conditions may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SCHEDULE 2

Platform

The Licensed Content shall be provided for the purpose of use on the following Platforms as appropriate which shall be authorized by the Content Provider as detailed in the checklist on the Content Submission Form:

1. Cable Tunes: Ring Back Tone Service.

Audio Musical content such as songs and instrumentals, audio clips:

- 1.1. Format: In digital audio formats such as MP3, WAV, AVI, 3GP etc.
1.2. The revenue to be paid in accordance with Schedule 3.

2. Music Video for Cable Tunes TV and Téléseel

Video recording featuring a visual performance of the audio musical content provided under this Agreement.

- 2.1. Video Music Production
- 2.1.1. CWS shall, with the agreement of the Content Provider, have the option of creating and using music videos of the same audio musical content provided under this Agreement. These music videos shall be broadcasted by CWS over a designated channel on its IPTV service.
The Parties agree to fund for the production of the Music Videos as follows:
(i) 100% to be funded by CWS, and
(ii) 0% to be funded by the Content Provider.
- 2.1.2. Payment to the video production house shall be made upfront and directly to the production house.
- 2.1.3. The Content Provider shall have the option of choosing between two Video production houses (Producers) as shall be identified by CWS.
- 2.1.4. The Content Provider shall have the option of choosing between two Video production houses (Producers) as shall be identified by CWS.
- 2.2. Music Video Ownership**
- 2.2.1. CWS shall retain ownership of all Music Video content produced under this Agreement.
- 2.2.2. CWS shall have broadcast exclusivity for 12 months from first release of each Music Video produced under of this Agreement.
The Content Provider shall request and CWS shall not unduly refuse permission for the Content Provider to allow a third party to use Video Content after the exclusivity period stated in clause 2.2.2 of this Schedule as elapsed.
- 2.3. Liability
- 2.3.1. Notwithstanding Clause 6.1 of the Agreement CWS may pass on the equivalent charge to the Content Provider for any cost that CWS may become liable to pay to the Studio arising as a result of the negligence of the Content Provider.
- 2.4. The revenue to be paid in accordance with Schedule 3.

3. Music For Entertainment Portal - Kreolwave

- 3.1. Audio Only
- 3.1.1. Audio Musical content such as songs and instrumentals, audio clips
3.1.2. Format: In digital audio formats such as MP3, WAV, AVI, 3GP etc.
- 3.2. Audio and Video
- 3.2.1. Audio Musical Content such as songs and instrumentals, audio clips
3.2.2. Format: MP4
- 3.3. The revenue to be paid in accordance with Schedule 3.

SCHEDULE 3

Royalty Payments per clause 3.4 of the Terms and Conditions

1. Cable Tunes: Ring Back Tone Service.

For Licensed Content selected through Cable Tunes service	SACS / Content Provider shall be paid for each billing cycle as follows: (i) 30% if total collected revenue is less than Two Thousand Seychelles Rupees (SR 2000): (ii) 40% if total collected revenue is between two thousand and four thousand nine hundred and ninety-nine Seychelles Rupees (SR2000 – 4999) (iii) 50% if total collected revenue is greater than five thousand Seychelles Rupees (SR 5000)
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2. Music Video for Cable Tunes TV and Téléseel

Upon review of the content and acceptance by CWS, CWS and the Content Provider shall agree on the applicable payment to be made for the Licensed Content”

3. Music For Entertainment Portal - Kreolwave

3.1 Payout per play - USD 0.0065