

**LIVE STREAMING AGREEMENT DEAL TERMS**

<b>Licensee:</b>	[Insert Entity Name], a South African Company with its principle place of business located at [insert location]. ("LICENSEE")
	Business Name:  Business Address:  Company Registration Number :  Contact Number :  Email Address:  Commencement date of the Event:  Licensee Representative's name:  Job Title:  subscriber or ticket sold:
<b>Licensor:</b>	Composers Authors and Publishers Association NPC (CAPASSO) and Southern African Music Rights Organization NPC (SAMRO).
<b>The Service / Authorized Use</b>	Licensor grants Licensee the right to reproduce, perform, diffuse and communicate to the public the Repertoire Works via the following permitted offerings:  Subscription Online Live Streaming Service as defined below:  <b>"Live Streaming"</b> online music usage which includes, but is not limited to, operators of online and/or web based video streaming, webcast, and television for the online transmission of music purposely for reception via the Internet by digital devices.
<b>Term Period:</b>	The Term of the Agreement shall run for the duration of the COVID 19 induced lockdown (Level 5 until Level 1) terminating at least 30 Days after the official cancellation of the current state of emergency. The event may not be up for consumption for more than a forty-eight(48) hour period,
<b>Territory:</b>	World
<b>Licensed Repertoire / Agency:</b>	All Licensor controlled repertoire (by assignment, mandate, licence, reciprocal agreement or equivalent) including non-controlled repertoire by Agency Agreement.

<b>Rights to be Licensed:</b>	Mechanical Rights and Performance Rights (Joint Online Licence).
<b>Fees and Minima:</b>	<p><b>Definitions</b></p> <p>“<b>Net Revenue</b>” means the actual gross amounts received by Licensee, Licensees Agents, Subsidiaries or Associated companies, specifically with respect to the Live Streaming Service, which includes revenue derived from:</p> <ul style="list-style-type: none"> <li>● license revenue,</li> <li>● third party subscriptions;</li> <li>● monies received from signal carriers; and</li> <li>● advertisement and advertising programmes broadcast or transmitted by Licensee, less any commission not exceeding 15% paid by Licensee to advertising agents and broker during any licence period</li> </ul> <p><b>License Fee Calculation</b></p> <p>The Licensee will pay to the Licensor the following License Fees</p> <p>10% of the Net Revenue derived from each subscriber/ ticket sale received for each live stream offered.</p> <p>Or</p> <p>A minimum fee of R2.90 per subscriber or ticket sold, whichever is higher</p>
<b>Sales Reports &amp; Payments:</b>	<p>Licensee shall send Licensor a report within 15 working days of the end of each month during the Term in a format agreed between Licensor and Licensee (“Usage Report”). Licensor shall generate and share an invoice for any amounts due under this Agreement. Payment to be made within 15 days from receipt of such invoice.</p>
<b>Renewal</b>	The Agreement may be renewed following good faith negotiations between the parties post the COVID 19 lockdown period.
<b>Indemnity</b>	<p>Licensor warrants and represents to Licensee that:</p> <p>(i) Licensor is the owner or authorised licensee of the Repertoire Works and is entitled to grant the licences in this Agreement;</p> <p>(ii) The use by Licensee of the Repertoire Works in accordance with this Agreement shall not infringe the rights of any third party; and</p> <p>(iii) Licensor has secured all necessary rights and made all necessary payments, and will make all necessary payments due to any owner or contributor to the Repertoire Works and no further payments shall be payable by Licensee in respect of the rights granted in this Agreement.</p> <p>(IV) An Agency Mandate shall be concluded in tandem with the licence agreement in terms of which Licensor will act as the Licensee’s collecting agent for royalties payable to rights holders of non-repertoire works. Such agency agreement shall afford Licensee full indemnity for the reproduction and performance of non-repertoire works in the territory.</p> <p>Licensor shall indemnify and keep Licensee fully and effectively indemnified from and against all costs, expenses, liabilities, losses, damages, claims or demands and judgments incurred or suffered by Licensee as a consequence of a direct or indirect breach,</p>

		negligent performance or failure in performance by Licensor of its obligations under this Agreement and/or any third party claim against Licensee in relation to the Repertoire Works.
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Duly signed and authorised as follows:

	<b>[insert company name]</b>		<b>CAPASSO</b>
Name		Name	
Title		Title	
Date		Date	
Signature		Signature	
			<b>SAMRO</b>
		Name	
		Title	
		Date	
		Signature	

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