



Content Distribution Agreement.

DreamAfrica is a Pearl Dream product.

***By using this website and all our web, mobile and IoT properties, you agree to the distribution agreement below that puts content across all platforms and apps for iPad & iPhone, Android and Windows.**

**THIS CONTENT DISTRIBUTION AGREEMENT (this “Agreement”) is made as of the day of _____, 201_ (the “Effective Date”), by and between The Pearl Dream, Inc. (“TPD” or “Distributor”) a Delaware corporation, with offices at
and..... (“Content Creator” or “Contributor”), a company incorporated in, with offices at**

OR

**an individual with primary residence
at.....**

WHEREAS, Content Creator is the owner of or licensee of proprietary rights to certain digital content arising from its business; and

WHEREAS, Content Creator desires to distribute such content electronically through distribution channels; and

WHEREAS, Distributor is in the business of digital distribution of content through its Service (as defined below); and

WHEREAS, Content Creator desires to permit Distributor to promote and distribute certain of Content Creators’s content through Distributor’s Service,





upon the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

DEFINITIONS.

“Distributor Website” shall mean the Internet website and its subdomains maintained by Distributor with a homepage address of <http://www.thepearldream.com>

“End User” means the end user of the Product who has obtained such Product pursuant to an EULA.

“EULA” means a license agreement granting an End User the right to use a Product for its personal, non-commercial purposes, but not to further distribute or sublicense such Product, which agreement meets the requirements of Section 2.2.

“Per Usage Fee” means for each applicable Product, the “Per Usage Fee” set forth in the Product Schedule for each Usage of the applicable Product.

“Permitted Distribution Channels” means for the applicable Product, the electronic or digital download or streaming of the Product directly to End Users through the Services or the other technology and distribution channels set forth in the Product Schedule for the applicable Product. [NOTE: If the Distributor will be permitted to broadcast via television or radio, such channels should be set forth on the Product Schedule]

“Product” shall means the Content Creator’s Content described in the Product Schedule attached hereto in the media format set forth in the Product Schedule.





“Product Schedule” shall mean the schedule of Products, Per Usage Fees, Product Terms, Product Territories and other related details attached as Exhibit B hereto, as the parties may amend such Exhibit B from time to time.

“Product Term” shall mean for the applicable Product, the “Product Term” set forth with respect to such Product in the Product Schedule.

“Product Territory” means for the applicable Product, the geographical territory or territories set forth in the Product Schedule in which Distributor is permitted to distribute the applicable Product. If no territory is defined in the product Schedule, the “Product Territory” will be the country in which its End Users are primarily located.

“Service” means the Distributor Website or other service(s) operated by Distributor as described in the Product Schedule.

“Content Creator’s Content” means any and all information, text, data, graphics, photographs, hyperlinks, artwork, trade dress, video, video games and software, that may be supplied by Content Creator under this Agreement, and as may be further described in the Product Schedule.

“Content Creators Marks” means all trade names, trademarks (including, without limitation, logos and brand names), and service marks used in connection with the Products that Content Creator authorizes in writing, on a case-by-case basis, the Distributor to use in connection with distributing and promoting the Products.

“Usage” means each single usage of an applicable Product, with the measure of a single usage is set forth in the Product Schedule for the applicable Product.

LICENSE.



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GRANT OF LICENSE BY CONTENT CREATOR. Subject to the express terms and conditions of this Agreement, **CONTENT CREATOR** grants to Distributor a non-exclusive, non-transferable, non-sublicensable (other than pursuant to a EULA), revocable license on a Product-by-Product basis for the designated Product Territory and designated Product Channels, during the applicable Product Term (but in no event surviving the Term of this Agreement):

to distribute and display such Product to End Users by means of the Service, provided that such Products are distributed and displayed to End Users pursuant to an EULA meeting the requirements of Section 2.2 below; and

to use Content Creators's Marks solely in connection with the marketing, distribution and/or sale of the Products, subject to Content Creator's prior written approval, on a case-by-case basis, in its (TPD's) sole discretion.

EULA Agreement Requirements. Distributor shall distribute Products to each End User under a EULA entered into by such End User, which may be a click-through agreement, which has been approved by Content Creator and shall include, without limitation, the following terms and conditions:

to use the Products solely for its own internal business purposes and only in connection with a single computing device (End Users should only be able to use it for non-commercial purposes);

not to copy, modify or create derivative works of the Products in whole or in part;

disclaimers of warranties and limitations on Content Creator's liability that are at least as protective of Content Creator and Content Creator's rights in the Content Creator Content, Content Creator Marks and Products as the provisions contained in this Agreement;





that Content Creator shall be an intended third party beneficiary of such EULA.

LIMITED RIGHTS. Distributor shall not use any of the Products (or any portion thereof) or Content Creator Marks licensed hereunder except in strict compliance with the provisions of this Agreement or as may be otherwise expressly authorized in writing by Content Creator. Distributor shall not create derivative works of a Product or any other product which displays or depicts any of the Products or any portion thereof. Distributor will not redistribute or authorize making any of the Products or other Content Creator Content available through any services, other than the Service, or other arrangements that provides access to Content Creator Content.

PRESENTATION OF CONTENT. Distributor shall comply with all written specifications provided by Content Creator to Distributor from time to time concerning the receipt, delivery, use, display, and provision of the Products to End Users. Distributor shall provide Content Creator with an opportunity to review the design and presentation of the Content Creator Content on the Service at any time upon Content Creator's request.

RETAINED RIGHTS. All rights to use and/or otherwise exploit the Products not expressly granted to Distributor herein are reserved by Content Creator. Distributor is not, by virtue of this Agreement, acquiring any rights whatsoever with respect to any content which is based upon, derivative of, inspired by or otherwise related to any Product, including, without limitation, remakes, sequels, publications or other endeavors in which the characters, characterizations, and/or audio-visual representations contained in the Products may appear. As between Content Creator and Distributor, all right, title and interest in and to the foregoing is retained by Content Creator. All uses of the Content Creator Marks shall inure to the benefit of Content Creator. Distributor shall ensure that each and every copy of the Products and related Content Creator Content bears the





copyright and trademark notices and any other legal notices that Content Creator may from time to time provide to Distributor.

NON-EXCLUSIVE. This Agreement does not restrict or limit Content Creator's right to use, market, sell, distribute, display or otherwise provide access to the Products directly or indirectly anywhere in the world, or enter into contracts, grant licenses or make arrangements with any other party to use, market, sell, distribute, display or otherwise provide access to the Products anywhere in the world.

TERMINOLOGY. All references in this Agreement to sale, resale or purchase of the Products, or similar references, shall mean licenses or sublicenses of the Products, in accordance with this Agreement.

DISTRIBUTION RIGHTS AND OBLIGATIONS.

PRODUCT DISTRIBUTION. Pursuant to the license granted in Section 2, Distributor shall use commercially reasonable efforts to make Products available to End Users through its Services for Usage during the Product Term in the applicable Product Territory. Distributor shall be free to establish its own pricing to End Users for Products, provided that Distributor pays Content Creator on a per Usage basis in accordance with Section 6.1.

SAFEGUARDS AGAINST UNAUTHORIZED COPYING. Distributor shall utilize a digital rights management method or other safeguards approved by Content Creator for encryption or other copy protection which prevents the unauthorized duplication or distribution of the Products. Distributor shall not, and shall not permit any other third party to, edit, alter or otherwise change in any manner the content, format or presentation of the Products, including, without limitation, the Content Creator Marks. In the event that Distributor learns of improper use of its





IP that affects Content Creator's IP, Distributor will notify Content Creator and take reasonable efforts to stop the improper use to the extent permitted by law.

PROPRIETARY RIGHTS.

The parties acknowledge and agree that: (i) as between the parties, Content Creator or its licensors are the sole owners of the Products and Content Creator Marks; (ii) Distributor will not contest or deny the validity of the Content Creator Marks or the proprietary interest of Content Creator therein; (iii) Distributor agrees to abide by Content Creator's instructions and guidelines for use of the Content Creator Marks, including, without limitation, the display of trademark and service mark registration symbols and notices; (iv) Distributor shall not commercially use any other word, trademark, service mark, brand name, trade name, symbol, design or the like, or register or obtain a license to any domain name, that may be confusingly similar to the Content Creator Marks; and (v) Distributor shall, upon request, provide Content Creator with samples of all of Distributor's Materials referencing the Content Creator Marks.

PROMOTIONAL MATERIALS.

5.1 Materials. Distributor shall not make or publish any public announcements, press releases, advertising, marketing, promotional or other materials (whether in print, electronically or otherwise) ("Materials") that use the Content Creator Marks without the prior written approval of Content Creator.

5.2 Quality Control. Distributor will not use the Content Creator Marks in connection with any Materials, products or services that do not meet a standard of professionalism consistent with Content Creator's guidelines and in no event less than the prevailing standards in the applicable industry for such Materials, products or services. Distributor warrants that any advertising, sponsorship or





promotional materials that appear on the same page, screen display, or web page as any Content Creator Content or Content Creator Mark will comply with all applicable laws, regulations and rulings. Distributor shall provide Content Creator with access to the Services free of charge, including without limitation, free copies of any proprietary software or hardware needed to access the Service, solely for Content Creator to monitor the distribution of the Content Creator Content through the Service. Distributor shall not do anything in connection with the Services which may bring disrepute to Content Creator, the Content Creator Marks, or the Products. For the sole purpose of determining compliance with this Section 5.2, Content Creator shall have the right, from time to time, to reasonably review Distributor's Usage of the Products, Materials and Content Creator Marks.

PAYMENT.

PER USAGE FEE. Distributor shall pay Content Creator, the Per Usage Fee for each Usage of the applicable Product by an End User. Content Creator may change such prices at any time upon thirty (30) days' written notice to Distributor; provided that such price change will not be effective until the first day of the then-next calendar quarter of the applicable Product Term. In consideration of the rights granted hereunder, Distributor shall pay all amounts required hereunder within thirty (30) days after the end of each calendar month. For each payment, Distributor shall provide a report detailing the number of Usages of Products during the quarter on a country-by-country, Product-by-Product basis. Any amount that is due hereunder and not timely paid by Distributor will bear interest at the lesser of: (i) the rate of one and one half percent (1.5%) per month, or (ii) the highest rate permitted by applicable law. Distributor may establish the prices at which it charges End Users for Usage or Products in accordance with Section 3.1.

Taxes. In addition to the amounts set forth in this Agreement, Distributor will pay





to Content Creator or to the relevant taxing authority, as appropriate, any applicable sales, use, goods and services, value added or other taxes payable under this Agreement (excluding income taxes imposed on Content Creator's income). In all cases, the amounts due under this Agreement will be paid by Distributor to Content Creator in full without any right of set-off or deduction.

Audit Rights. Distributor will maintain copies of all versions of each EULA used in connection with the Products, a list of each End User who has entered into EULA, the reports referenced in Section 6.1, and records in sufficient detail to substantiate the amount of Usage fees paid to Content Creator. During the Term, and for a period of three (3) years after the termination of this Agreement, Content Creator reserves the right to audit Distributor from time to time, during normal business hours on the premises, of, and upon reasonable notice to, Distributor.. If an audit undertaken pursuant to this paragraph discloses that Distributor understated the amounts due to Content Creator by more than 5% for any monthly period, Distributor will pay the reasonable costs of conducting the audit.

REPRESENTATIONS AND WARRANTIES.

Each party represents and warrants that: (a) it has the full power and authority to enter into this Agreement; (b) the execution of this Agreement and performance of its obligations under this Agreement does not violate any other agreement to which it is a party; and (c) this Agreement constitutes a legal, valid and binding obligation when executed and delivered.

LIMITATION OF WARRANTY.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTENT CREATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND CONTENT CREATOR





EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

CONFIDENTIALITY.

Confidentiality Obligation. Each party (the “Receiving Party”) shall keep strictly confidential any information disclosed in writing, orally or in any other manner by the other party (the “Disclosing Party”) or otherwise made available to the Receiving Party concerning the Disclosing Party’s performance of this Agreement or otherwise concerning the business, operations, trade secrets or other proprietary information of the Disclosing Party (“Confidential Information”), using at least the same degree of care that it uses to protect its own confidential or proprietary information but in no event less than reasonable care for the cellular telephone equipment industry. Any information relating to Usage pricing hereunder shall be deemed to be Confidential Information of Content Creator. The obligations hereunder shall not apply to Confidential Information:

which is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party in violation of this Section 9;

which is lawfully received by the Receiving Party on a nonconfidential basis from a third party that is not itself under any obligation of confidentiality or nondisclosure to the Disclosing Party with respect to such information;

which by written evidence can be shown by the Receiving Party to have been independently developed by the Receiving Party; or

which was in the Receiving Party’s possession at the time of disclosure by the Disclosing Party.





Nondisclosure of Confidential Information. The Receiving Party shall use Confidential Information solely for the purposes of this Agreement and shall not disclose or disseminate any Confidential Information to any person at any time, except as reasonably necessary to exercise its rights under this Agreement or for disclosure to those of its directors, officers, employees, accountants, attorneys, advisers and agents whose duties reasonably require them to have access to such Confidential Information, provided that such directors, officers, employees, accountants, attorneys, advisers and agents are required to maintain the confidentiality of such Confidential Information to the same extent as if they were parties hereto.

Publicity. The parties may publicize the nature of their relationship regarding the Products, but the parties agree that the terms of this Agreement shall be deemed to be Confidential Information of each party.

TERMINATION.

Term. The initial term of this Agreement shall commence on the Effective Date and continue until twelve (12) months after the Effective Date (the “Initial Term”) and shall automatically renew for subsequent one-year periods on an annual basis until either party notifies the other party to terminate the Agreement sixty days in advance of such annual renewal date.

Material Breach. Either party may terminate the licenses granted hereunder for the applicable Product or this Agreement in its entirety or upon written notice to the other party, if the other party materially breaches the terms of this Agreement and does not cure such breach within thirty (30) days following receipt of written notice regarding such breach.

Bankruptcy/Insolvency. Either party may terminate this Agreement upon written





notice to the other party in the event that the other party dissolves, becomes insolvent, files for any form of bankruptcy, has filed against it a petition for any form of bankruptcy that is not dismissed within ninety (90) days, makes any assignment for the benefit of creditors, or ceases to conduct business.

EFFECT OF TERMINATION.

In the event of termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate, provided that the licenses granted under this Agreement to End Users prior to termination shall continue during the applicable Product Term to the extent such Usage has been paid in full to Content Creator prior to such termination, and so long as each such End User is not in breach of the applicable EULA.

Any provision of this Agreement which by its terms is applicable to actions or periods occurring after termination of the Agreement will remain in full force and effect, including without limitation, Sections 1, 4, 6, 7, 8, 9, 10.4, 11 and 12.

LIMITATION OF LIABILITY.

11.1 DISCLAIMER. EXCEPT WITH RESPECT TO LIABILITY ARISING FROM BREACHES OF SECTION 9 HEREOF, NEITHER PARTY SHALL BE LIABLE UNDER ANY CONTRACT, TORT OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, COVER, RELIANCE, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OR LOST REVENUE, OR LOSS OF DATA OR PROFITS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 LIMITATION. EXCEPT WITH RESPECT TO LIABILITY ARISING FROM BREACHES OF SECTION 9 HEREOF, IN NO EVENT SHALL CONTENT





CREATOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY DISTRIBUTOR PURSUANT TO THIS AGREEMENT IN THE PRECEDING SIX MONTH PERIOD; PROVIDED THIS LIMITATION SHALL NOT APPLY TO AMOUNTS DUE AND PAYABLE FROM DISTRIBUTOR TO CONTENT CREATOR HEREUNDER. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

MISCELLANEOUS.

(a) Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties and neither party shall hold itself out as the agent of the other. (b) Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party. (c) Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by a reputable overnight mail service (e.g., Federal Express), or by first class mail (certified or registered) to the address provided in the introductory paragraph of this Agreement or as may be provided by such receiving party from time to time. (d) Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. (e) Any waiver, amendment or other modification of any provision of this Agreement shall be effective only if in writing and signed by the parties. (f) This Agreement shall be interpreted under the laws of the State of New York. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the state and federal courts of the State of New York with respect to any actions for enforcement of or breach of this Agreement. (g) In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. (h) This Agreement may not be assigned by Distributor without the prior written consent of Content Creator; provided, however, that





either party may assign this Agreement to the surviving entity in connection with a merger or consolidation in which it participates, or to a purchaser of all, or substantially all, of its assets related to this Agreement so long as such surviving entity or purchaser shall expressly assume, in writing, the performance of all of the applicable terms of this Agreement. This Agreement shall be binding on permitted successors and assigns. (i) This Agreement, including any exhibits or schedules attached hereto, which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. (j) This Agreement may be signed in counterparts and delivered by facsimile or other electronic means of reproducing a signature.

IN WITNESS WHEREOF, the parties have entered into this Content Distribution Agreement as of the Effective Date.

.....

The Pearl Dream, Inc.

By: _____

By: _____

Name:

Name:

Title:

Title:





EXHIBIT A

The revenue share rates are 80% for the creator for kids content (0-12 years), 70% for the creator of teen content (13-17 years) and 60% for the creator of mature content (18+ years) based on user engagement as a ratio of title views to total views on apps. It is also based on number of views so if there were 100x views on the platform a month and 10x views were for your content, you get $(\text{subscription fee} * \text{number of users}) * (\text{revenue share ratio for audience}) * (\text{user engagement ratio}) = (\$5.99 * 100x) * (60/100) * (10x/100x)$. So the final amount is directly related to total unique views for your content which we already log and will provide monthly or quarterly reporting to reflect earnings based on audience insights.

Services: Global Digital Media Distribution

Main website is www.wedreamafrica.com

Apps for mobile, web and TV or IoT.

EXHIBIT B

PRODUCT SCHEDULE

To be completed separately for each content submission by Contributor or Content Creator and acknowledged by TPD. NOTE: Electronic tracking forms may be preferred format for TPD.

Product Name:

Description:

Format Type (electronic text, audio, animation, video, html link etc.) **weblink, mp3 or mp4**

Measure of a Single Usage [per download, per viewing, per on-demand viewing; per monthly subscription; per broadcast, etc.] **per streaming**

Per Usage Fee : **Pro rated based on revenue share model**

Product Term: **One year**

Product Territory: **Global**

Permitted Distribution Channels (i.e. Distributor **Website streaming or download**, Television, print media, DVD/CD, **mobile apps**)



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