



Dear \_\_\_\_\_ (“the licensor/you”)

### **Non-exclusive Licence to Broadcast Music Video**

This letter when signed by both you and the Electronic Media Network Limited (“M-Net/ the Licensee”) will constitute an agreement between us on the terms and conditions set out below.

#### **1. Grant of non-exclusive rights**

1.1. You own and/or control all rights in and to the music video/s described in Annexure “A” (“the music video”). You hereby grant to M-Net the following non-exclusive rights in respect of the music video:

1.1.1. to telecast, broadcast, simulcast, narrowcast or transmit the music video in perpetuity by means of any network or transmission system now including but not limited to any terrestrial, satellite or cable systems, as part of the M-Net music channel currently known as Channel O (“the Channel”);

1.1.2. to grant sub-licences to any third party in respect of the rights granted in terms of this agreement which will include the right to syndicate the Channel in part or in the whole to any broadcaster throughout the world;

1.1.3. to cause or permit any performance in public of the music video;

1.1.4. to authorise the editing or other adaptation of the music video;

1.1.5. to use the music video for promotional purposes;

1.1.6. to make mechanical reproductions of the music video for the purpose of broadcasting;

1.2. M-Net shall be entitled but not obliged to exercise the rights granted in clause 1.1 above. The broadcast of the video shall be at the sole discretion of M-Net. Should M-Net reject a video on the basis that any one or more of the technical requirements in have not been satisfied, then the licence shall automatically cease to apply to such video.

## **2. Your Obligations**

### **2.1. You will deliver to M-Net:**

- 2.1.1. A master copy of the music video on Betacam SP format which shall be of a quality generally accepted in the South African broadcasting industry. M-Net may in its sole discretion reject the music video if the technical quality is of a standard unacceptable to M-Net.
- 2.1.2. Press material containing photographs, biographies and any additional information available about the artist featured in the videos, in order for M-Net to promote the artist on the Channel;
- 2.1.3. Copies of documentation evidencing your rights to distribute and exploit the music video which shall include copies of agreements concluded with the composer of the music incorporated in the music videos, the owner of the sound recording, the artist performing in the music videos and the producers of the music video.

2.2. You shall be liable for any damages to the music videos which may occur before delivery. If the music video is found to be damaged on receipt, M-Net shall immediately notify you and you will supply to M-Net a duplicate video at no additional cost to M-Net.

2.3. You will be responsible for all payments due to third parties who participated in the production of the music video including any salaries, fees, royalties or commissions due to artists, performers, directors or producers in respect of the creation and exploitation of the music video. It is specifically recorded that M-Net shall bear no liability in this regard.

## **3. Consideration**

3.1. You agree that no consideration will be paid by M-Net for the rights granted in terms of this agreement.

3.2. In addition, M-Net shall not be required to pay any royalties which may be associated with the use of the sound recording featured in the music video or with the broadcast or copying of the music video.

## **4. Warranties**

4.1. You warrant that:

4.1.1. You own and/or control all rights in and to the video and are entitled to grant to M-Net the rights set out in this agreement

4.1.2. The music video and the music and sound recording associated with it, does not infringe the copyright or any other rights of any third party.

**5. Indemnity**

5.1. You hereby indemnify and hold M-Net harmless against all claims and costs including, without limitation, legal fees, damages and expenses arising directly or indirectly out of any breach of any warranty, representation or undertaking given by you to M-Net in terms of this agreement.

**6. General**

6.1. This agreement contains the complete understating between the parties and no agreement varying, adding to, deleting from or canceling the terms of this agreement or waiving any rights or obligations in terms of this agreement shall be effective unless reduces to writing and signing by both parties.

6.2. This agreement shall be interpreted and implemented in accordance with the law of the Republic of South Africa.

Please sign this letter and the attached duplicate in order to confirm that you understand and accept the terms set out above. Kindly return the signed duplicate to M-Net without delay.

Your sincerely

\_\_\_\_\_  
**ELECTRONIC MEDIA NETWORK LIMITED**

Signed and accepted at \_\_\_\_\_ on (date) \_\_\_\_\_

\_\_\_\_\_

who warrants that s/he is duly authorised to sign

Annexure “A”

Song title: \_\_\_\_\_

Performing Artist: \_\_\_\_\_

Record Company: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

Contact details:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E- mail:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_