



MUSIC COPYRIGHT SOCIETY OF KENYA LIMITED

NON-PROFIT MAKING-NO SHARE CAPITAL-LIMITED BY GUARANTEE-AFFILIATED TO THE INTERNATIONAL CONFEDERATION OF COPYRIGHT SOCIETIES - CISAC, HEAD OFFICE: Maua Close, Off Parklands Rd, P. O. Box 14806-00800, Tel: (3745179/80, Fax: 3745177, NAIROBI. The Dropping Zone, Box No. 155, Revlon Plaza, Biashara Street. E-Mail: music@mcsk.or.ke Website: www.mcsk.or.ke. Varsity Bldg, 4th Floor, Tel: 2052561, Oginga Odinga St. Kisumu. Reinsurance Plaza, 4th Flr, Tel: 2312667, Mombasa.

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT made on the day of year

BETWEEN.....OF

Hereinafter referred to as "the Assignor" pursuant to his/her membership of the Music Copyright Society of Kenya Limited hereinafter referred to as "the Society" and the SOCIETY, whose registered office is at Nairobi, Kenya.

WITNESS as follows: -

1. In this deed: -
 - (a) the expression "musical works" shall mean any musical work whether now existing or hereafter composed and such words (if any) as are associated with any musical work and shall include (without prejudice to the generality of the expression "musical work") the vocal and instrumental music in any cinematography films, the words and/or music of any monologue having a musical introduction and/or accompaniment, the musical accompaniment of any non-musical play and any part of any such work, words, music or accompaniment as aforesaid;
 - (b) the expressions "performing right", "film synchronisation right", "performance" and "perform" shall have the meanings respectively given to them in the Society's Articles of Association.
2. The Assignor hereby assigns to the Society ALL the under-mentioned rights in musical works which now belong to or shall hereafter be acquired by or be or become vested in the Assignor during the continuance of the Assignor's membership of the Society, and all such parts of shares (whether limited as to time, place, mode of enjoyment or otherwise) of, and all such interests in, any such rights as so belong to or shall so be acquired by or be or become vested in the Assignor (all which rights hereby assigned or expressed or intended to be assigned are hereinafter collectively referred to as "the rights assigned"), TO HOLD the same unto the Society for its exclusive benefit during such time as the rights assigned continue to subsist and (in accordance with the provisions of the Articles of Association of the Society for the time being in force) remain vested in or controlled by the Society.

The rights assigned to the Society by this deed are: -

- (i) all performing rights / communication to the public
- (ii) all broadcasting rights

for all parts of the world

3. The Society hereby covenants with the Assignor that the Society shall from time to time pay to the Assignor such sums of money out of the monies collected by the Society in respect to the exercise of the rights assigned to the Society in the works of its members as the Assignor shall be entitled to receive in accordance with the rules of the society for the time being in force.
4. The Assignor do hereby covenants with the Society that the Assignor has good right and full power to assign the rights assigned in manner aforesaid to the Society, and hereby warrants that the musical works in respect of which the rights assigned are hereby assigned or purported to be assigned do not or will not as the case may infringe the copyright in any other work, and that the Assignor will at all times hereafter keep the Society harmless and indemnified against all loss, damage, costs, charges, and expenses which the Society may suffer or incur in respect of or as a result of any exercise by the Society of any of the rights which are hereby assigned or purported to be assigned, and that the Assignor shall and will so long as the Assignor shall continue to be a member of the Society do, execute, and make all such as, deeds, powers of the Attorney, assigned or any part thereof as the Society may from time to time reasonably require.