

ENGAGEMENT AGREEMENT

BETWEEN

URBAN ENTERTAINMENT CZ

AND

AROGUNMENITE SOUND
ENTERTAINMENT

THIS ENGAGEMENT AGREEMENT is made this day of 20th JUNE 2014.

BETWEEN

URBAN ENTERTAINMENT CZ (here in after referred to as the "Purchaser" which expression shall where the context admits include its privies, agents, successors-in-title and assigns).

AND

AROGUNMENITE SOUND ENTERTAINMENT

incorporated and registered in Nigeria, whose registered office is at no 46 Oritse street Ikeja Lagos, Nigeria (hereinafter referred to as "AROGUNMENITE SOUND ENTERTAINMENT" which expression shall where the context admits include its privies, agents, successors-in-title and assigns).

1.0 WHEREAS:

1. ORITSE FEMI is a highly sought after musical act and is under a worldwide exclusive promotion, marketing and management contract with AROGUNMENITE SOUND ENTERTAINMENT through whom all performance bookings and engagements are made.

2. The purchaser is desirous of engaging ORITSE FEMI for performance at shows and live concerts.

3. The Purchaser and AROGUNMENITE SOUND ENTERTAINMENT have agreed that ORITSE FEMI shall perform at such shows and live concerts under the terms and conditions set out in this Agreement.

2.0 DESCRIPTION

Artist: ORITSE FEMI

Name(s) of Concert(s): Double Wahala Europe Tour

Date(s): AUGUST to SEPTEMBER 2014

Duration of Engagement(s):

Starting and finishing time of Engagement(s) :

Number of shows:10 (TEN)

Fees: 1500 Euros, Per Show

Payment Terms: All payments shall be made by bank transfer, details will be sent to you separately for security reasons.

3.0 IT IS HEREBY AGREED AS FOLLOWS:

3.1 That ORITSE FEMI shall perform at the event(s) described in clause 2.0 above

3.2 That 50% deposit must be paid to secure a booking date and full payment shall be paid to AROGUNMENITE SOUND ENTERTAINMENT not later than prior of the time of performance upon landing for the concert.

3.3 That ORITSE FEMI's name shall appear on all promotional materials including flyers, posters, TV placement advertisements and all forms of visual communication related to the ORITSE FEMI with respect to the event.

3.4 That in the event that AROGUNMENITE SOUND ENTERTAINMENT defaults in performing its obligations hereunder, Purchaser's damages shall be refunded within a week.

3.5 That each Party is an independent contractor and is not agent, employee or partner of the other.

3.6 That the Purchaser shall ensure that the engagement complies with all applicable laws, statutes, and regulations and shall assist the Artist in obtaining permission, licenses, work permits and visas to perform.

3.7 That the Purchaser shall be responsible for accommodation for at least three people, hotel must be no less than 3-star, (2) one way 1st class flights (ORITSE FEMI & Chairman AROGUNMENITE SOUND ENTERTAINMENT) plus 1 economy class one way flights (for other member of AROGUNMENITE SOUND ENTERTAINMENT)

3.8 All food and drinks consumed by ORITSE FEMI and his party are taken care of by the Purchaser.

3.9 That the Purchaser shall use its best efforts to promote the engagement to AROGUNMENITE SOUND ENTERTAINMENT's satisfaction.

3.10 That in the event that performance is made impossible or not feasible by inclement weather or any other cause when ORITSE FEMI is available and willing to perform, purchaser shall nevertheless pay AROGUNMENITE SOUND ENTERTAINMENT the full engagement fee under this Agreement.

3.11 That the Purchaser shall be responsible for obtaining all necessary licenses, permits and payment of all applicable licensing fees including, without limitation, performing rights fees.

3.12 That ORITSE FEMI 's performance shall not be recorded, reproduced, or transmitted in any manner or means whatsoever without written consent of AROGUNMENITE SOUND ENTERTAINMENT.

3.13 That AROGUNMENITE SOUND ENTERTAINMENT reserves the right to sell the merchandise, and/or hire sales help to distribute promotional products without any compensation to the Purchaser.

3.14 That ORITSE FEMI's rider herewith attached is hereby made part of this Agreement.

4.0 INDEMNITIES

The Purchaser hereby agrees to indemnify AROGUNMENITE SOUND ENTERTAINMENT against any liability in respect of any losses, claims, damages, costs and expenses incurred and which may arise or be incurred in connection this Agreement herein or any liability whatsoever arising of breach of terms, conditions, warranties, covenants of this agreement, or arising from the Artist's performance or circumstances in relation thereto.

5.0 FORCE MAJEURE

In the event of any delay in, or failure to perform this Agreement by either AROGUNMENITE SOUND ENTERTAINMENT or ORITSE FEMI, hereto shall not constitute failure by AROGUNMENITE SOUND ENTERTAINMENT OR ORITSE FEMI or give rise to any claims for damages if such delay or failure of performance is caused by force majeure such as but not limited to Acts of God, acts of war or revolution, civil commotion, strikes destructive floods, earthquakes, destructive lightning, epidemics, transportation failure, riots, illness or, inability to obtain licenses, permissions, work permits or visas or other circumstances which are beyond the reasonable control of ORITSE FEMI, AROGUNMENITE SOUND ENTERTAINMENT may cancel this Agreement or the performance without any obligation to Purchaser.

5.0 TERMINATION

5.1 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate this agreement without liability to the other on giving the other not less than 1 (One) month's written notice or immediately on giving notice to the other if:

- (a) the other Party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 (Thirty) days after being notified in writing to make such payment; or
- (b) the other Party commits a breach of any of the material terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 (Thirty) days of that Party being notified in writing of the breach; or

6.0 VARIATION

6.1 No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

7.0 WAIVER

7.1 A waiver of any right or remedy under this agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

7.2 No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

8.0 SEVERANCE

8.1 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.

8.2 If a provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

9.0 ENTIRE AGREEMENT

9.1 This agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, arrangements,

understandings or agreements between them, whether written or oral, relating to the subject matter of this agreement.
Nothing in this clause shall limit or exclude any liability for fraud.

10.0 ASSIGNMENT

10.1 This agreement shall be personal to the Parties and shall not be transferable or assignable by operation of law or otherwise without the prior written consent of the other Party.

11.0 RIGHTS OF THIRD PARTIES

11.1 A person who is not a Party to this agreement shall not have any rights under or in connection with it.

12.0 GENERAL

Any change, amendment or modification to this Agreement shall be in writing and shall be signed by all Parties to be effective.

13.0 GOVERNING LAW

This Agreement shall be governed by, and subject to all applicable laws and regulations in force from time to time in the Federal Republic of Nigeria.

14.0 DISPUTE RESOLUTION

14.1 Any dispute arising between the Parties in connection with this Agreement or its subject matter that is not resolved among the Parties within 14 (Fourteen) days after the written declaration of such dispute by any of the Parties shall be referred to a Sole Arbitrator in accordance with the provisions of the Lagos State Arbitration Law, 2009

14.2 Where the Parties are unable to agree on a Sole Arbitrator within 15 days (fifteen) days of the notification of any dispute or difference, such Sole Arbitrator shall be appointed by the President of the Chartered Institute of Arbitrators UK (Nigeria Branch) on the application of either Party.

14.3 A dispute is deemed to have been declared when a Party delivers a written notice to that effect to the other Party.

14.4 The place of Arbitration shall be Lagos and the expenses of the Arbitrators shall be borne equally by all Parties, unless otherwise determined by the arbitrators.

14.5 The arbitral award shall be final and binding on all the Parties except where there is misconduct on the part of the arbitrator or error on the face of the award.

IN WITNESS WHEREOF the Parties hereto have executed these presents on the day and year first above written.

THE COMMON SEAL of the within named THE PURCHASER is hereby affixed in the presence of:

DIRECTOR

DIRECTOR/SECRETARY

THE COMMON SEAL of the within named
AROGUNMENITE SOUND ENTERTAINMENT is hereby affixed in the presence
of:

DIRECTOR

DIRECTOR/SECRETARY