



KORA STREAM AFRICA

PARTNER CHANNEL REVENUE SHARING AGREEMENT

ONGOING AGREEMENT | 30-DAY TERMINATION NOTICE

70% CHANNEL PARTNER | 30% KORA STREAM AFRICA

Agreement Version 2.0

Effective upon electronic acceptance and approval of the Partner Channel

streamkoraafrika.com

This Partner Channel Revenue Sharing Agreement (the **Agreement**) is entered into between **Kora Stream Africa**, referred to as **Kora** or the **Platform**, and the individual, filmmaker, producer, broadcaster, studio, organisation, distributor or authorised content owner operating an approved Partner Channel, referred to as the **Channel Partner**.

By accepting this Agreement electronically, the Channel Partner confirms that they have read, understood and agreed to all terms below and that the person accepting has authority to bind the Channel Partner.

1. Purpose

This Agreement governs the creation, management, publication, promotion and monetisation of an approved Partner Channel on Kora. It allows the Channel Partner to manage its own dashboard and approved content while giving Kora the rights needed to operate, protect, promote and monetise the Channel and its content across the Platform.

2. Definitions

Channel means the approved branded Partner Channel. **Content** means all films, series, programmes, documentaries, trailers, clips, artwork, subtitles, metadata, music cue sheets and related materials submitted through or for the Channel. **Main Kora Platform** means Kora's main catalogue, homepage, collections, recommendations and other public discovery surfaces outside the Channel page. **Eligible Net Revenue** has the meaning in clause 10.

3. Approval and Account Setup

A Partner Channel exists only after Kora approves the application and activates the Channel. Approval does not guarantee publication of any particular Content, homepage placement, promotion, revenue, audience size or continued access. Kora may request identity, ownership, licensing, company or banking documents before activation or payment.

4. Partner Dashboard and Channel Management

Kora may provide the Channel Partner with a dashboard to upload, edit and manage Channel information and Content, view available performance information and manage approved community features. The Channel Partner must:

- Keep account, contact, banking, tax and Channel information accurate and current.
- Protect login details and promptly report suspected unauthorised access.
- Use the dashboard only for the approved Channel and authorised Content.
- Ensure every upload is complete, accurate, properly classified and technically suitable.
- Accept responsibility for activity performed through the Channel Partner's account, except where caused by Kora's own breach or security failure.

Kora retains administrative access to every Partner Channel and may review Channel activity, correct metadata, moderate community areas, assist with uploads, publish or unpublish Content, and take reasonable action required to operate or protect the Platform.

5. Content Ownership and Authority

The Channel Partner must own the Content or possess full written authority to license and monetise it through Kora. For every upload, the Channel Partner confirms that:

- All necessary copyright, distribution, performer, music, artwork, footage, privacy and publicity rights have been obtained.
- The Content and supplied information do not unlawfully infringe third-party rights.
- All age ratings, warnings, credits, territories and ownership statements are truthful and complete.

- No other agreement prevents the uses authorised by this Agreement.
- Supporting documents will be supplied promptly when Kora reasonably requests them.

The Channel Partner retains ownership of its Content. Nothing in this Agreement transfers copyright ownership to Kora.

6. Licence Granted to Kora

The Channel Partner grants Kora a non-exclusive, worldwide, royalty-bearing licence for the term of this Agreement to host, store, encode, reproduce for technical delivery, stream, display, distribute, promote and monetise the Channel and approved Content through Kora's website, applications, social-media promotion, approved distribution services and Platform discovery features.

Kora may create technical versions for different devices and internet speeds, display titles and credits, use reasonable clips and still images for promotion, and make reasonable metadata, thumbnail, formatting, accessibility and classification changes. Kora may not materially change the story or meaning of Content without permission.

7. Main Kora Platform Placement

The Channel Partner gives Kora standing permission to place, feature, recommend, promote or publish any approved Channel Content on the Main Kora Platform in addition to the Partner Channel. **Kora does not need to request separate consent or provide separate notice for each Main Kora placement.** This permission includes homepage features, genre or country collections, search results, recommendations, Kora promotional campaigns and other Platform discovery surfaces.

Main Kora placement does not transfer ownership, does not create exclusivity and does not change the revenue split in clause 9. Kora decides the timing, duration, presentation and removal of each placement and does not guarantee that any Content will be selected. The Channel Partner must not describe Content as featured on Main Kora until it is actually published there.

8. Content Review and Platform Rules

Every Channel and upload remains subject to Kora's platform rules, Terms of Use, Privacy Policy, content standards, technical requirements, age-classification processes, community rules and reasonable written policies as updated from time to time. The Channel Partner must not upload or promote unlawful, infringing, fraudulent, hateful, abusive, deceptive, exploitative, unsafe or malicious material, manipulate engagement, impersonate others or circumvent security or payment controls.

Kora may approve, reject, classify, delay, restrict, suspend, unpublish or remove Content based on quality, rights, safety, legal, technical, editorial, security or policy concerns. Where appropriate, Kora may request corrections before publication.

9. Revenue Sharing

70% of Eligible Net Revenue	30% of Eligible Net Revenue

The same 70/30 split applies whether eligible revenue is generated on the Partner Channel or through placement of the Content on the Main Kora Platform. Kora's 30% share supports hosting, streaming infrastructure, administration, content management, customer support, reporting, security, marketing and Platform development.

10. Eligible Net Revenue

Eligible Net Revenue means money actually received and cleared by Kora that can reasonably be attributed to the Channel or its Content, after deducting only applicable VAT and legally required taxes, payment-processing charges, refunds, chargebacks, fraudulent or invalid transactions, and direct third-party advertising or distribution commissions required to earn or collect that revenue.

Kora's ordinary operating expenses are covered by Kora's 30% share and will not be deducted again from the Channel Partner's 70% share. Revenue that cannot reasonably be attributed to one title may be allocated using Kora's documented method, which may consider qualified views, watch time, completion, subscription activity or other genuine engagement data.

11. Qualified Views, Statements and Payments

A playback start does not automatically qualify as a revenue-generating view. Unless a different rule is disclosed in writing, a qualified view is recorded when a signed-in viewer watches at least 60 seconds or at least 10% of the Content's total duration, whichever qualification point is reached first. Only one payable qualified view per registered member, per title, in a 24-hour period may be counted. Automated, duplicated, manipulated, fraudulent or suspicious activity does not qualify.

Kora will make reasonable performance and revenue information available through the dashboard or statements. Payments will be processed quarterly, within 30 days after each calendar quarter, provided Kora has received and cleared the applicable revenue, valid banking and tax information has been supplied, and the balance has reached R500. Lower balances carry forward. The Channel Partner is responsible for applicable taxes.

12. Weekly Promotion and Community Building

The Channel Partner must actively promote its Channel and Content and make genuine efforts to build and maintain its audience. At minimum, the Channel Partner must publish **at least one genuine promotional post every week** on an active social-media account owned or controlled by the Channel Partner while the Channel remains active and contains published Content.

Weekly promotion should, where reasonably possible, include the official Kora Channel or viewing link, tag or mention Kora Stream Africa, use approved promotional materials and encourage legal viewing on Kora. The Channel Partner must also respond reasonably to its audience, encourage respectful participation, avoid artificial engagement and support launch campaigns for newly published titles.

A missed week caused by illness, emergency, platform outage or another reasonable circumstance is not automatically a breach if the Channel Partner resumes promotion promptly. Repeated or unexplained failure may result in a warning, reduced discretionary promotion, loss of featured placement, temporary Channel restriction or termination after reasonable notice. Kora may not withhold revenue already genuinely earned solely because of a promotional failure.

13. Community Conduct and Moderation

The Channel Partner must help maintain a lawful, respectful and safe community. It must not encourage harassment, hate, discrimination, threats, fraud, piracy, misinformation about Kora's services or abuse of members. Kora may moderate or remove comments and community material, restrict features, investigate reports and act where reasonably necessary to protect viewers, creators or the Platform.

14. Advertising, Sponsorship and Brand Relationships

The Channel Partner must disclose proposed sponsorships, product placements or third-party advertising connected to Content where required by law or Kora policy. No Channel Partner may imply that Kora endorses a sponsor, political position, product or service without written approval. Platform advertising inventory and Platform-wide sponsorship remain under Kora's control unless otherwise agreed in writing.

15. Data Protection and Confidentiality

Each party must process personal information lawfully and only for legitimate purposes connected with this Agreement. The Channel Partner may use member or performance information made available through the dashboard only to manage the Channel and may not sell, scrape, export or misuse it. Login credentials, non-public analytics, payment information, business plans and security information must be kept confidential, except where disclosure is required by law or reasonably necessary to professional advisers under confidentiality duties.

16. Term and Termination

This Agreement begins when the Channel Partner accepts it electronically and Kora approves or activates the Channel. It continues until either party gives the other at least **30 days' written notice** of termination.

Kora may suspend access or Content immediately where it reasonably suspects infringement, fraud, unlawful activity, serious safety or security risk, manipulated engagement, false ownership information, a material breach of Platform rules, or where action is required by a court, regulator or verified rights holder. Where reasonably capable of correction, Kora may give the Channel Partner an opportunity to remedy the breach.

After termination, Kora will disable Channel access and remove Channel Content within a reasonable technical period, unless the parties separately agree to continued distribution of specific Content. Cached promotional materials, financial records and lawful archives may remain temporarily. Accrued and undisputed revenue remains payable under the 70/30 split.

17. Warranties, Claims and Liability

The Channel Partner is responsible for claims, losses and reasonable costs arising from a breach of its ownership, authority, licensing, content or conduct warranties, except to the extent caused by Kora using Content outside the rights granted by this Agreement. Kora is responsible for claims arising from its own unauthorised use or material breach.

Neither party excludes liability that cannot lawfully be excluded. To the extent permitted by law, neither party is liable for indirect or consequential loss, lost opportunity or anticipated income. Kora does not guarantee uninterrupted service, minimum revenue, a minimum audience, continued placement or the availability of every feature.

18. Notices

Operational notices may be delivered through the dashboard or by email to the latest address supplied by the receiving party. Termination, material breach and legal notices must be sent by email or another written method that creates a record of delivery. Each party must keep its contact details current.

19. Electronic Acceptance

This Agreement may be accepted electronically. Selecting the acceptance checkbox and submitting or activating the Partner Channel application constitutes an electronic communication and records the accepting account, Agreement version, date and time. The parties agree that this electronic record may evidence acceptance to the extent permitted by the Electronic Communications and Transactions Act 25 of 2002 and other applicable law.

20. General

This Agreement, together with incorporated Kora policies and any written title-specific terms, is the complete agreement governing the Partner Channel. A title-specific written agreement prevails only for that title where it expressly conflicts with this Agreement. Changes must be recorded in writing or presented electronically for acceptance where material. Failure to enforce a right immediately is not a waiver. If a provision is invalid, the remaining provisions continue. Neither party may transfer this Agreement without written consent, except that Kora may transfer it as part of a lawful business restructuring while preserving the Channel Partner's rights.

This Agreement is governed by the laws of the Republic of South Africa. The parties should first attempt to resolve disputes in good faith. If unresolved, either party may approach a court or other lawful forum with jurisdiction.

21. Contact and Acceptance Record

Questions and formal notices to Kora may be sent to korastreamafrica@gmail.com.

CHANNEL PARTNER / LEGAL NAME	CHANNEL NAME
Recorded electronically	Recorded electronically
ACCEPTING USER AND EMAIL	AGREEMENT VERSION
Recorded electronically	Version 2.0
ACCEPTANCE DATE AND TIME	STATUS
Recorded electronically	Accepted through Kora Partner Channel application

Important: This document is a commercial agreement template. Kora Stream Africa should obtain review from a qualified South African media or commercial lawyer before relying on it for binding transactions.