

MANAGEMENT CONTRACT

European management of the artist Lucius Banda & the Zembani Band from Malawi

Between

Mr. Daniel D. W. Dank (Chairman Malawi Goodlife, CEO/Managing Director DANK CONSULT),
Haus Alsbach, D-51766 Engelskirchen, Germany
(in the following called: management)

and

Mr. Lucius "Soldier" Banda, P.O. Box 78, Balaka, Malawi
& Zembani Band (represented by Mr. Lucius Banda)
(in the following called: artist)

the following management contract is valid:

§ 1. Subject matter of the contract

1. The artists transfer all duties of the career support for the European market to the management exclusively, as far as these are connected with the exercise of the activity as an artist. In addition belong in particular the digital distribution of songs and albums up to now only physically in Africa have appeared. Music videos serve for the marketing of the artists in Europe, that have appeared in the past on various DVDs of the artists. Uploading of music videos at the European market occurs exclusively about the management. The organisation of live appearances takes over the management. If third step to the artists near around this for an event in Europe to book, the artist informs the management to the concrete arrangement.
2. The artists will instruct during the term of this contract no third with duties which are an object of this contract.

§ 2. Duties of the management

1. The management distributes the songs and albums of the artists in Europe, in particular about digital platforms. If external organizers are interested in the reservation of the artists so the management carries out the planning and coordination of the appearance obligations of the artists. Besides that the management can work together with agencies or switch on mediator.
2. It stays empty to the management within the scope of his management responsibility to undertake suitable measures for the support of the artists. In addition it can step in contact with media, like press and journalist, broadcasting company enterprise and television enterprise, film producer and television producer, sponsors and sound carrier manufacturers and try to provide there for an adequate presence and promotion of the artists. Besides that, the management can work together with third parties.

§ 3. Principles of the cooperation

1. The contracting partners are united to themselves about the fact that only a narrow and trusting cooperation can promote the career of the artists. Hence, the principles of the cooperation and all are tuned with it in connection to standing actions between the management and the artists and on the management priority consideration is to be shown.
2. The artists will inform the management about local absence, vacation, travelling etc. in each case on time and inform of preventions by illness immediately. Local absences, trips, vacation will tune etc. the artists with the management in such a way that existing or in view standing appearance obligations are not affected.

§ 4. Legal Authority / Power of Attorney

1. The artists give authority to negotiate, commercial power of attorney and authority to conclude a deal to the management by this contract.

2. The management is entitled to issue and to accept declarations in the name of the artists.
3. The management receives the right to instruct third for the extrajudicial and judicial collection of artist to being entitled demands at the expenses of the artists and to authorise.
4. The management receives the right to notify social platforms, Internet shops and on-line suppliers (for example: Youtube, Myspace, Dailymotion, iTunes, lastFm, spotify and others) on unlawful and copyright protected contents of the artists, so that these can immediately remove the contents.

§ 5. Reimbursement

1. The management receives for the payment of his activity according to this contract a participation in the artist to being entitled income (including value added tax) from the digital distribution of the sound carriers and from provided live events in Europe. Artists and management always divide fairly equally 50/50. This participation is valid as follows as agreed:
 - a) 50% from Gross of all amounts from the artistic activity in public appearances in Europe (concerts). As well 50% from Gross of all amounts from artistic activities in media appearances in Europe (radio appearances and TV appearances).
 - b) 50% from Gross of all running income the artist receives from the sales of the sound carriers in Europe which were published on the basis of contracts which are concluded during the term of this contract. Pre-payments also count to the income on the part of the sound carrier company and / or producer and proceeds from the sales of own-label records. In particular the proceeds from the digital distribution him the management are to be emphasised here for the artists in Europe furnishes.
 - c) 50% from Gross of all income from the sales of Merchandise articles and all income from financial support by sponsors.
2. Provided that during the contract time contracts with third are closed from which artists at the end of this contract still income is entitled, the management has his commission right agreed with this contract also at the end of this contract. Same is valid for income which results though during the contract term, but reach only after contract expiry to the payment to the artists.
3. The commission remains also owed, provided that by contract agreed fees do not reach as a result of fault of the artists to the payment (contained also "higher power"/"force majeure").
4. The management receives income and proceeds in Europe as a rule directly. As a result the proportional reimbursements are paid always by the management to the artists. The amounts according to §5 are paid every three months to the artists cash. Should the artists exceptionally receive the income directly, these are obliged to pay the reimbursement within 7 days to the management. This is possible in cash, in the form of Cheques or via bank transfer.

§ 6. Account obligation

1. The management receives the right, any time all account documents and contracts from artist which he receives from organizers, sound carrier companies, producers etc., to see and to require a copy of the originals. The artists receive the same right, as far as the suitable originals are in the safekeeping of the management.
2. The artists can be informed about completion of the contract and their contents of the management after completion of the contract.

§ 7. Duration of this contract

1. This contract comes into force 1st of August 2012 and is valid ten years.
2. The contract is automatically extended by ten other years in each case if he is not discontinued by one of the contracting partners at the latest three months before the just valid contract term in writing.
3. The contract is extended synchronically of the any extended sound carrier contracts closed during the contract time. If these are valid only for certain territories, this contract is also extended only for the respective territories. If the sound carrier contract contains options which are perceived by the parties, these are also to be transferred on the continuation of this contract.
4. An extraordinary notice is possible only after (amicable) arrangement. The notice after §627 BGB Civil Code is excluded.

§8. Other

1. The contract also remains with a name change of the artist Lucius "Soldier" Banda and the Zembani Band valid. The contract survives regardless of a member's change between the remaining contracting partners, in particular of Mr. Lucius Banda. The remaining artists undertake to admit a new

band member only if it agrees to the existing contract between the management and the artist Lucius Banda.

2. Valid is the Law of the Federal Republic of Germany. Legal venue is North Rhine-Westphalia, Germany.

3. About all articles of the contract silence is agreed. Changes need the written form, verbal additional agreements do not exist.

4. Should single regulations of the contract be ineffective or become, the remaining points should not be touched of it. The gaps itself possibly devoted from it should be filled in such a way that sense and the purpose of this contract are preserved.

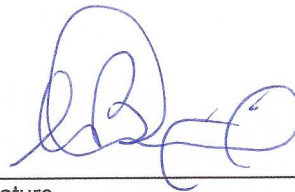
Place, date

Balaka 28th August 2012.


Hon. Daniel D. W. Dank
Haus Alsbach
31766 Engelskirchen

Signature

Management: Daniel D. W. Dank



Signature

Artist: Lucius Banda and Zembani Band
(represented by Mr. Lucius Banda)