

COURT 2

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10-01-24

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FORM 2

DISTRICT MAGISTRATE COURT
KUMASI

HEARING NOTICE TO PARTIES

Fulan - Turko Enterprise

Order 2, Rule 3 (13)

Laid \$100 Kowachy \$102

IN THE DISTRICT MAGISTRATE COURT

TAKE NOTICE that the above suit has been set down for hearing on

5th day of FEBRUARY,

20. 24

MON

when it will come on for hearing at 8:30 a.m.

TAKE NOTICE that in default of you appearing on the said date the

Court will proceed to hear the action and pronounce judgment despite your absence.

DATED THE 10th DAY OF JANUARY, 2024

REGISTRAR
DISTRICT COURT
KUMASI

10-01-24
8:46
Cm/A

DISTRICT MAGISTRATE COURT

WRIT OF SUMMONS
[Order 2, Rule 3 (6)]
IN THE DISTRICT MAGISTRATE COURT
MADINA

BETWEEN

SUIT NO:

FULAN-TURKSO ENTERPRISE
GK-0865-9918
SALLAH STREET 6
Madina.

PLAINTIFF

VRS.

LAUD ANOO KONADU
0560930293
Legon

DANCEGOD LLOYD AND DANCE, GROW AND
LIVE DANCE CREW
0262111544
Legon

DEFENDANTS

Particulars of claim
Relief(s) sought

The plaintiff claims the following reliefs:

1. A declaration that the defendants have refused to perform their obligations under the contract.
2. An order directed at the defendants to refund the money paid them for the performance of the contract.
3. Special Damages for breach of contract.
4. General damages.
5. Cost including legal fees.

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C. Sackey Torkornoo
MAGISTRATE COURT

Summary of subject matter of claim.

The Plaintiff is an enterprise which focuses on artiste management and entertainment as a whole.

The Defendants to the best of the Plaintiff's mind are dancers who promote music.

Some time on 23rd September, 2023, the Plaintiffs hired the services of the Defendants to promote the music of an Artiste the Plaintiff is managing on social media and traditional media. The Plaintiff and the Defendants signed a contract to that effect and a consideration was given to the Defendant. **(Attached as Exhibit A is a copy of the contract).**

The Defendants breached the terms of the contract by failing to perform their obligations under the contract and this called for an extension of the contract after discussions in the presence of all parties including the lawyer for the Plaintiff. **(Attached as Exhibit B is a copy of the extension of the contract).**

The Plaintiff avers that the Defendants has once again breached the terms of the contract and failed to perform their obligations under the contract. The Plaintiff avers that all efforts to indicate to the Defendants of the breach and the need to pay for damages has proven futile unless ordered by the Honourable Court to do so before the matters herein pleaded.

DATED AT ADDISON BRIGHT SLOANE, BARRISTERS, SOLICITORS, CONSULTANTS, 22B AKOSOMBO STREET, AMBASSADORIAL ENCLAVE, AIRPORT RESIDENTIAL AREA, ACCRA, 10th JANUARY, 2023.

.....
GIDEON TETTEY TETTEH
LAWYER FOR THE PLAINTIFF
LICENSE NO: eGAR01138/24

GIDEON TETTEY TETTEH
LLB(GHANA) LLM(GHANA)
SOLICITOR AND BARRISTER
0249659467 / 0559042914
gttetteh@gmail.com

Issued at MADINA DISTRICT COURT this day of.....2024

G. SACKEY TORKORNOO (MRS).
.....
SEAL OF THE CHIEF JUSTICE



Exhibit A

10-01-24

8:46

[Signature]
DANCEGOD LLOYD'S DANCE, GROW AND LIVE DANCE CREW

Promotion Agreement with Dancegod Lloyd and Dance, Grow and Live Dance Crew

This agreement, signed on the 20th day of September 2023, between FULAN-TURKSO ENTERPRISE (hereinafter referred to as "the Artist") and Dancegod Lloyd's Dance, Grow and Live Dance Crew (hereinafter referred to as "the Promoter"), contracts the Artist to promote the music of "Chillway" (hereinafter referred to as "the Brand").

1. The Promoter agrees to provide the following promotion services for the Brand:
 - The Promoter will create and participate in a new dance battle featuring the Brand's single (hereinafter referred to as "the Song") on their respective social media platforms for a period of three months, starting from September 19th, 2023, to December 19th, 2023.
 - **Optional** - The Promoter will make live appearances with the Brand at selected events and venues to further promote the Song.
 - The Promoter will make live appearances with the Artist at selected times on social media based on the agreement on both parties.
 - The Promoter will use their industry contacts and influence to secure radio and television contracts for the Brand's personal promotion. The costs of such contracts will not be borne by the Promoter.
 - The Promoter will mention the Brand and the Song in captions on various social media platforms, enhancing the reach and visibility of the Song.
 - The Promoter will feature the Song during their gym sessions, creating a powerful synergy between fitness and the energetic beats of the Song.
 - The promoter will use his dance crew, dance grow and live to promote the song of the Artist to enhance reach across age groups
 - The Promoter will Promote the song on Tiktok and occasionally on Snapchat once a week. This will be replicated by the Dance, Grow and Live dance crew with a minimum of 5 active members resulting in six post per week for three months.
2. Fees and Payment the Artist agrees to pay the Promoter the following fees for their promotion services:
 - A lump sum of Ghc30,000.00 (Thirty Thousand Ghana Cedis only) upon signing this agreement as an advance payment.

The Artist will pay the Promoter by bank transfer or any other mutually agreed method. The Promoter will provide the Artist with invoices and receipts for each payment.

3. Rights and Obligations the Artist grants the promoter a non-exclusive, worldwide, royalty-free license to use the Brand's name, image, music, and other intellectual property rights for the purpose of providing the promotion services under this agreement. The Promoter agrees to acknowledge the Brand's ownership of such rights and not to sublicense or assign such rights to any third party without the Artist's prior written consent.

The Artist agrees to provide the Promoter with all necessary materials and support for providing the promotion services under this agreement. The Artist agrees to cooperate with the Promoter in good faith and not to interfere with or undermine their promotion efforts.

The Promoter agrees to perform the promotion services under this agreement with due care and skill and in accordance with professional standards. The Promoter agrees to comply with all

applicable laws and regulations and not to engage in any conduct that may harm or damage the reputation or goodwill of the Brand.

Both parties agree to keep confidential any information that is disclosed or obtained in relation to this agreement, unless such information is already public or required by law.

4. Termination and Renewal This agreement will commence on the date of signing and will expire on December 19th, 2023, unless terminated earlier or renewed by mutual agreement.

Either party may terminate this agreement at any time by giving 30 days' written notice to the other party. Either party may also terminate this agreement immediately by giving written notice to the other party if:

- The other party breaches any material term or condition of this agreement and fails to remedy such breach within 14 days after receiving written notice of such breach; or
- The other party becomes insolvent, bankrupt, or subject to any similar proceeding.

Upon termination of this agreement, all rights and obligations of both parties under this agreement will cease, except for those that survive termination by their nature or by express provision.

Both parties may renew this agreement for another term upon mutual written agreement before the expiry of this agreement. The terms and conditions of such renewal will be subject to negotiation between both parties.

5. Dispute Resolution and Governing Law Any dispute or conflict arising from or relating to this agreement will be resolved by mediation in good faith between both parties. If mediation fails, either party may refer the dispute or conflict to arbitration under the laws of Ghana. The arbitration award will be final and binding on both parties.

This agreement will be governed by and construed in accordance with the laws of Ghana. Both parties agree to submit to the exclusive jurisdiction of the courts of Ghana for any legal action arising from or relating to this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

FULAN-TURKSO ENTERPRISE

By: [Signature]

Name: Sunday Chukwura Aremeta


Title: CO-Manager

Date: 23/9/2023

Dancegod Lloyd's Dance, Grow and Live Dance Crew

By: _____

Name: _____



Contract extension.

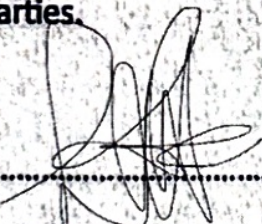
10-01-24
Exhibit B
8:46 AM
MAGISTRATE COURT

By this letter, an extension of the agreement titled:

"Promotion Agreement with Dance God Loyd and Dance, Grow and Live Dance Crew" is being extended.

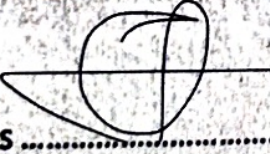
This initial agreement was signed on the 20th day of September 2023, between FULAN-TURKSO ENTERPRISE (hereinafter referred to as "the Artist") and Dancegod Loyd's Dance, Grow and Live Dance Crew is being extended for 28 days to aid effectively promote song titled "Big Boy" by Chillyway.

This extension is due on 4/1/24 once all outstanding concerns are addressed as discussed previously by both parties.

Sign 

Date 18/12/23

(Dancegod Loyd and Dance, Grow and Live)


Witness 

Derrick Osafo

Sign 

Date 14/12/2023

(Fulan - Turkso Enterprise)

Witness 
GITESS