

AMENDMENT TO MASTER SERVICES AGREEMENT

This Amendment to the Master Services Agreement (the "**Amendment**") is made on July 6, 2018 by and between:

GSMA Mobile for Development Foundation, Inc., with its principal office at 165 Ottley Drive, Suite 150, Atlanta, Georgia, GA 30324, United States of America ("**GSMA Foundation**"), and

GSMA Association, with its principal office located at The Walbrook Building, 25 Walbrook, London EC4N 8AF, UK ("GSMA"); and

Rooftop Productions with an office at 22, 6th Avenue, Walmer, Port Elizabeth, South Africa ("**Contractor**").

The parties hereby agree as follows:

1. Purpose. This Amendment hereby amends the Master Services Agreement between the Parties dated September 8, 2016, as amended (the "Agreement"). The Amendment shall become effective upon execution. Except as otherwise modified by this Amendment, the Agreement remains in full force and effect.

2. Amendment.

2.1 The Contractor shall perform the Services and deliver the Deliverables to GSMA in accordance with the time frames as set out in Schedule A-4. For avoidance of doubt, this amendment relates to the agreement between the Contractor and GSMA.

2.2. The terms "Deliverables," "Services," and "Work Product" shall have the meanings set forth on Schedule A-4.

2.3 As full consideration for the performance of the Services, the delivery of the Deliverables and the assignment of the rights to GSMA as provided herein, the GSMA shall pay the Contractor the fees specified in Schedule A-4 in accordance with the milestones set out therein. Fees will become due upon achievement of the relevant milestones set out in Schedule A-4.

2.4 Save as expressly set out in Schedule A-3, each party will bear its own expenses in performing its obligations hereunder.

3 Entire Understanding/Agreement. The provisions contained in this Amendment contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements or arrangements between the parties relating to such subject matter. No amendment,

termination, waiver or discharge of this Amendment or any provision hereof shall be binding unless in writing and signed by the authorized representatives of the parties hereto.

4 Interpretation and Construction. In the event of any conflict between the terms and conditions of this Amendment and those of the Agreement, this Amendment shall govern.

5 Definitions. All capitalized terms used in this Amendment are defined as set forth in this Amendment, and if not defined in this Amendment, as defined in the Agreement.

6 Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may be executed by e-mail with the Amendment in .pdf format or facsimile and the same will be binding upon the executing party to the same extent as the original executed pages. Upon request, the executing parties shall provide originals of the .pdf or facsimile execution pages for insertion into this Amendment in place of the .pdf or facsimile pages.

IN WITNESS WHEREOF the parties have caused this Amendment to be executed by their duly authorized representatives on the date(s) shown below.

GSMA MOBILE FOR DEVELOPMENT FOUNDATION, INC.

_____
Signature

_____
Printed

_____
Title

_____
Date

ROOFTOP PRODUCTIONS

_____
Signature

_____
Printed

_____
Title

_____
Date

GSM ASSOCIATION

_____
Signature

_____
Printed

_____
Title

_____
Date

SCHEDULE A-4 – SERVICES, DELIVERABLES & FEES

Background: Filming at M360 Africa 2018

Rooftop are required to attend M360 Africa held in Kigali, Rwanda from 16-17 July to film interviews and footage of the event.

Services / Deliverables:

The purpose of this contract is to create short interview clips of attendees of M360 Africa 2018.

Services	Timeline
Filming in Rwanda	16-17 July
Post production of videos	23 Jul – 10 Aug
Delivery of videos	15 Aug

Payment schedule:

Details	Date	Fees
30% deposit	No later than 31 July	£3,169.20
Delivery of videos	15 Aug	£7,394.80
Total		**£10,564.00**

Detail Fees:

Description	Quantity	Price	Total
ACC002 - Account Director	1	£450.00	£450.00
PRO001 - Production Coordinator	3	£200.00	£600.00
CON001 - Content Strategy	1	£440.00	£440.00
Filming in Rwanda			
CAM004 - Cinematographer incl Camera Equipment	2	£600.00	£1,200.00
CAM004 - 2nd Camera & Photography incl Camera Equipment	2	£600.00	£1,200.00
TRA001 - Travel Days for crew @ 50% the rate	2	£600.00	£1,200.00
MIS001 - Flights to Kigali from South Africa	2	£572.00	£1,144.00
MIS001 - Filming Permit	2	£80.00	£160.00
MIS001 - Local Fixer and Driver	2	£100.00	£200.00
MIS001 - Car hire for crew	2	£180.00	£360.00
MIS001 - Accommodation for crew per night	3	£110.00	£330.00
MIS001 - Subsistence Allowance	3	£170.00	£510.00
Post Production			
VID001 - Video Editor	5	£450.00	£2,250.00
MUS001 - Music - Royalty Free	3	£80.00	£240.00
AUD001 - Audio Engineer - Final Mix	1	£280.00	£280.00
Total			**£10,564.00**

Contractor is responsible for paying for travel and related expenses.