

**EXYT LTD**

**Standard Terms and Conditions of Business – Artist**

**Background**

On the 17th December 2003, The Conduct of Employment Business Regulations 2003 (**Regulations**) were made.

The regulations provide that agents within the music agency provide each artist for whom they act with their standard terms of business in writing.

The Terms of Business (**Appendix 2**) cover those terms set out in the Regulations that we are required to provide you with in order to comply with these regulations. All definitions and any Additional Terms are set out in Appendix 1.

**Agreement**

By signing this, you confirm your agreement to the Terms of Business (and Appendix1.)

The Terms of Business (including without limitation Schedule 1) contain the entire terms of the agreement made between you and us regarding the subject matter hereof. No waiver modification or amendment of any of these Terms of Business shall be valid and binding unless the same is set out in writing and signed by an authorised representative of each of us To the extent that any terms as set out in the Terms of Business or as subsequently agreed between us conflict with the Regulations, then the terms of the Regulations shall prevail.

**Signed**

**Signed**

.....  
Print name

.....  
Print name

**For and on behalf of Exyt Limited**

group

(if Artist is a group, each member should sign and print their name. If a member of the

signs on behalf of the entire group, he/she warrants that he/she has the right to sign this agreement on behalf of the other member of the group)

**Dated.....**

**Dated.....**

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## STANDARD TERMS OF BUSINESS

### 1. SERVICES

We are appointed as your sole and exclusive agent in relation to the Activities throughout the Territory. As such we will use reasonable efforts to secure you appropriate engagements within the Activities in the Territory, negotiate your performance at any engagement and bring to your attention those enquires we receive:

- a) for which you are available ( and not otherwise engaged);and
- b) that we consider would be of interest to you.

For the purpose of the Regulations, we act on your behalf as an employment agency not an employment business

You hereby grant us the authority as your agent and on your behalf to enter into agreements during the term of our appointment with Promoters for Engagements (**Promoter Agreements**). It is agreed that we do not accept any liability under any Promoter Agreement and you accept sole responsibility and liability with respect to the performance of all your obligations under each Promoter Agreement. We shall provide you with a copy of each Promoter Agreement we enter into on your behalf as agent, either prior to the date we enter into such Promoter Agreement or within 5 working days thereafter. You hereby indemnify us against any losses, claims, liabilities or expenses that we may incur under any Promoter Agreement as a result of a breach by you of any of the terms, obligations, warranties or representations contained in a relevant Promoter Agreement

In addition to those services set out above, we may undertake such additional services for you as you may request in writing from time to time (for example assisting you to obtain work permits). You will be responsible for our out of pocket expenses in providing those services (**Recharge Expenses**). You will pay us the Recharge Expenses as set out below.

### 2. COMMISSION AND PAYMENT

In consideration of us acting as your exclusive agent in accordance with paragraph 1 you will pay us the commission.

Commission, Recharge Expenses (and VAT) shall be deducted from monies due to you after the fulfilment of any engagement within the Activities. If there are no monies due to you this shall be paid within 30 days of receipt of an invoice from us. If you do not pay us the Commission and/or Recharge Expenses within 30 days of receipt of an invoice, we shall have the right to charge you interest on any overdue amounts at 4% above the Bank of England base rate (from the date due to the date paid).

You authorise us to receive any and all Income on your behalf. We will account to you (or to any third party you request in writing) for any such income, less our commission and any Recharge Expenses, on such dates and by such methods as we agree from time to time in relation to each Engagement. If we hold money on your behalf we will hold this in a client account on trust for you.

### 3. INFORMATION

Under the Regulations, we are required to obtain certain information from you. You will therefore on request provide us with:

- a) such information as we require to confirm your identity (including providing copies of your passport(s))
- b) any information we (reasonably) require to confirm your expenses and/or membership of any unions or professional bodies; and
- c) Details of your availability and the nature of any engagements you wish to undertake.

We are obliged to provide the information you provide to us above to any potential Promoter (or other third party to the extent required to fulfil any Engagement) but shall otherwise keep such information confidential (except where we are required to disclose that information by law).

You must be aware that if we receive any information about you that indicates that you may be unsuitable for any Engagement (or in the case of the Engagement being a tour, within 3 months of the commencement of that tour) we are under legal obligation to notify the Promoter as soon as we become aware of the information and /or to investigate such information. You will provide us with such information and documents as we require to enable us to properly investigate such information.

Where “you” are a company, such information will be provided in relation to you and the Artist. If “you” or the Artist are a group, you will provide such details in relation to each member of the group.

We will provide you with the details of any legal requirements (including the requirement to obtain a work permit) you must fulfil to be able to undertake any Engagement. We will also let you know if, at any time, we consider that undertaking the Engagement will be detrimental to your interest.

We will provide you in writing, with:

- a) brief information about each potential Promoter and
- b) details of the engagement (including dates, times, nature of engagement, financial arrangements and termination requirements),

within three business days proposing you for an engagement (or in the case of a tour all engagements within that tour) where you have not previously been provided with such information.

Where we provide final confirmation on your behalf that the Engagements have been agreed, we will provide you with the terms of such agreement within five business days of providing such confirmation.

#### **4. TRAVEL**

You are aware that, by the nature of the Activities, you may be required to travel and live away from home for a period of time in relation to any Engagement you undertake. In such case you and /or the Promoter agree to provide us with such information about your travel arrangements and accommodation (if any) as we reasonably require to satisfy ourselves that suitable provisions have been made.

#### **5. TERMINATION**

Either party can terminate our appointment by giving the other no less than six (6) months notice in writing of their intention to do so. In the event our appointment is terminated for whatever reason, you will still be required to pay us the commission on the Engagement or any engagements that we have negotiated on your behalf or introduced to you (including without limitation engagements negotiated during the notice period) and the Recharge Expenses as set out above.

#### **6. COMPANY**

If you are a company and you will contract with the Promoter for the supply of the Artist’s services, both you and the Artist may notify us in writing that you wish to opt out of the Regulations. In such case, these Terms of Business will not apply (after completion of any Engagement for which you have already contracted).

#### **7. FORCE MAJEURE**

Neither party shall be deemed to be in default if the performance of its obligations hereunder is delayed or becomes impractical by reason of any act of God incapacity sickness accident flood fire strike industrial disturbance shortages of raw material or energy act of Government its agencies or offices civil commotion or any other legitimate cause beyond its control.

#### **8. RESTRICTIVE COVENANT**

You undertake that neither you nor any third party on your behalf shall at any time during our appointment hereunder or for a period of twelve (12) months of its termination, solicit, canvass or appoint any person who is an employee or former employee of ours or whose services are otherwise engaged by or were formerly engaged by us as your agent to procure any engagements on your behalf. You acknowledge that this restriction is necessary for the protection of our legitimate business interests and will not result in undue hardship on you.

Should this restriction is unenforceable for any reason but would be enforceable if part of the wording were deleted, it will apply with such deletions as may be necessary to make it valid and enforceable.

#### **9. GENERAL**

9.1 Any additional Terms referred to in Appendix 1 shall form part of the Terms of Business.

9.2 Both we and you will be entitled to send any notices or other information required to be sent to you by email to the email addresses set out in Appendix 1. We will, on your written request, copy any notices or other information we are required to give to you to any third party you may nominate from time to time.

3. No waiver by either party of a breach hereof or a default hereunder shall be deemed a waiver by such party of a subsequent breach of a like or similar nature.
  4. These Terms of Business shall not operate so as to create a partnership or joint venture of any kind between the parties hereto.
  5. If any paragraph or part of any paragraph of these Terms of Business is determined to be unenforceable or invalid by both you and us or by the decision of any Court or competent jurisdiction which is not appealed for any reason whatsoever the unenforceability or invalidity thereof shall not affect the enforceability or validity of the remaining clauses or parts of these Terms of Business.
- 9.6 Nothing in these Terms of Business shall be enforceable by a third party solely by virtue of the contracts (Rights of Third Parties) Act 1999 by any person who is not a signatory to this Agreement other than the Artist.
- 897 If “you” comprise more than one person then any reference to you in this agreement will be each of you jointly and severally.
- 9.8 These Terms of Business shall be governed by English Law.