

The Stagecoach Agency UK

SOLE AGENCY AGREEMENT

Approved by The Agents' Association (Great

Britain)

1.i. For the consideration hereunder appearing the Artiste hereby appoints the Agent as his/her sole and exclusive Agent for a period as defined herein for the branches of the entertainment industry as tabulated below, namely –

- | | | |
|---|--|---|
| as yet unknown.

future.

unknown.

dances.

conventions and conferences. | (1) All live performances.
(<i>Cross out</i>)

<i>those that are not applicable</i>

(6) Any and all advertising and merchandising. | (2) Motion pictures for any media known and/or

(3) The legitimate theatre.
(4) All broadcast media known today and in the

(5) Any interactive media known or as yet

(7) Concerts, private parties, cabaret,

(8) Corporate entertainment,

(9) All forms of audio and visual recording. |
|---|--|---|

throughout the world for the period of 1 year from the above date and thereafter until this agreement is determined in accordance with Clause 10. herein (hereinafter referred to as "the said period") and the Agent hereby accepts such employment and agrees to render his/her services to the Artiste during and throughout the said period. The said period shall be extended by any period in respect of which the Artiste:-

(a) shall be unable owing to illness accident or other unavoidable cause to accept or perform any engagement procured or negotiated by or through the Agent with a responsible Hirer.

(b) shall without good cause be unwilling to perform an engagement procured or negotiated by or through the Agent with a responsible Hirer.

(c) shall receive no salary owing to the closure of any venue or other place of entertainment by reason of national mourning, war, fire, strikes or lock-outs in the district directly affecting such venue or other place of entertainment or by reason of any order of the Licensing or any public authority having jurisdiction or by reason of any other cause beyond the control of the Hirer.

ii. The Artiste undertakes that during the said period he/she will not revoke the Agent's authority.

iii. It is agreed that the Agent will make available to the extent reasonably necessary for the purpose of this Agreement the personal services
of: or of:

2. The Agent's duties hereunder are to use all reasonable efforts to procure employment, hires and contracts in the branches of the entertainment industry aforementioned and to guide and advise the Artiste with respect to his/her career and to act for the Artiste as sole and exclusive agent in all matters concerning his/her professional interests in the branches of the entertainment industry aforementioned whenever the Agent is called upon to do so.

3. As compensation for the Agent's services the Artiste agrees to pay to the Agent an amount of 25% per cent (or such amount as is payable under the appropriate Commission Agreement) of all gross monies and other considerations received by the Artiste during the said period and thereafter for so long as the Artiste remains employed or hired or contracted or receives compensation under or upon engagements and/or contracts entered into or negotiated during the said period as well as extensions or renewals of such engagements or contracts also on any engagements or contracts substituted for and/or replacing such prior engagements and/or contracts. Payment shall be due to the Agent immediately upon receipt of the money or other compensation by the Artiste or anyone on the Artiste's behalf. [Save that the Agent shall not be entitled to receive such compensation in respect of gross receipts from recordings (whether audio or visual) first wholly recorded and musical compositions (with or without lyrics) first wholly written after the expiry/termination of the said period provided that if the date of expiry/termination of the said period occurs following commencement of the recording intended for commercial release by the Artiste of a master(s)/an album or another particular and specific recording or writing project in either case pursuant to a contract negotiated by the Agent and entered into by the Artiste during the said period provided that the recording of the said master(s)/album or the said project is completed within six (6) months of the expiry/termination of the said period – the Artiste acting in all times in good faith and not deliberately delaying the recording thereof or the completion of the said project, the Agent shall be entitled to commission in accordance with the provisions of this Agreement.

The commission payable to the Agent will be calculated:

(a) at the full rate on gross sums arising during the said period and until (whichever is the later) ten (10) years thereafter or until ten (10) years after the release of the first album recorded by the Artiste pursuant to a recording agreement entered into during the said period or any renewal or extensions of such recording agreement and which album is otherwise commissionable hereunder.

(b) at one half of the full rate (25% plus VAT) on gross sums arising during a further period of five (5) years after the expiration of such ten (10) year period as herein before specified.]

4. The Artiste agrees that during and throughout the said period the Agent shall be his/her sole and exclusive agent as mentioned in Clause 1 above, and that the Artiste may not and will not during the said period engage any other person, firm or corporation to act for him/her in a similar capacity and the Artiste will not act in such capacity. The Artiste further agrees that he/she will refer all enquiries and offers of employment, hires and contracts for the Artiste in the branches of the entertainment industry as mentioned in Clause 1 above from any other person, firm or corporation to the Agent. The Agent on his/her part agrees that he/she will negotiate all such enquiries or offers on the Artiste's behalf within the Agent's discretion but so as not to prejudice in any way the Artiste's chances of obtaining such employment, hires or contracts should he/she desire to accept the same notwithstanding that some proportion of the Agent's compensation may have to be paid to the said other firm, person or corporation.

5. The Artiste shall provide at his/her own expense clothing costumes musical instruments orchestrations and technical services, transportation, props and, where applicable, PA / amplification equipment which are necessary for the purposes of performances to be rendered by the Artist pursuant to this Agreement. In the event of the Agent agreeing to assist the Artiste in the purchase of any such items any advance made may be recouped as a debt recoverable at Law.

6. The Artiste shall provide the Agent with all necessary publicity material including, but not by way of limitation, the services of publicity agents as may be required for the Agent to procure employment or hires or contracts for the Artiste. In the event of the Agent agreeing to assist the Artiste in the purchase of such the advance may be recouped under the same terms as Clause 5. above.

7. The Artiste shall indemnify the Agent and will keep him/her indemnified against all loss or damage which he/she may suffer by reason of the Artiste's failing to comply with the terms of this Agreement or with the terms of any engagement or contract arranged for the Artiste's services as aforesaid.

8. The Artiste shall carry suitable Public Liability Insurance and will provide the Agent with a current copy of the certificate confirming cover and will also ensure that any electrical equipment provided by the Artiste pursuant to Clause 5. above is covered by current PAT (Portable Appliance Testing) certification.

9. If at the end of the first six consecutive months the Agent has failed to obtain for the Artiste in bona- fide offer or offers of employment hires or contracts from responsible Hirers while the Artiste was able and willing to accept such employment hires or contracts, either party hereto may within one (1) month after the expiry of such initial consecutive six month period terminate the period of this Agreement by written notice to that effect and sent to the other party by Registered Post at his/her last known address.

10. After 1 year from the date hereof either party may terminate the period of this Agreement by giving to the other one (3) month's notice in writing to that effect such notice to be given by Registered Post to the addressee's last known address.

11. This Agreement shall be interpreted under and pursuant to the laws of England. However, should any dispute arise between the parties, it is agreed that it shall be submitted to Arbitration. The Arbitration Board to consist of one member to be appointed by Equity and one member to be appointed by the Council of The Agents' Association (Great Britain) with an independent Chairman.

12. This instrument constitutes the entire agreement between the Artiste and the Agent and no statement, promise or inducement made by any party hereto which is not contained herein, shall be binding or valid, and this contract may not be enlarged, modified or altered except by separate agreement in writing, signed by both parties hereto.

13. The Artiste warrants that he/she is free to enter into this agreement and has taken legal and/or-professional advice regarding the content of this agreement before signing same.

14. Wherever the context allows the singular includes the plural in this Agreement.

The Agent is registered for Value Added Tax and the agreed tax must be added to the Commission payable under this Agreement.

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