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DATED

FORM MANAGEMENT AGREEMENT: GROUP

between

MANAGER

and

ARTIST

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THIS AGREEMENT is dated [DATE]

PARTIES

- (1) [MANAGER NAME] of [HOME OR BUSINESS ADDRESS] **OR** [FULL COMPANY NAME] incorporated and registered in [COUNTRY OF INCORPORATION] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Manager**).
- (2) [ARTIST NAME] of [HOME ADDRESS], [ARTIST NAME] of [HOME ADDRESS] and [ARTIST NAME] of [HOME ADDRESS], jointly and severally (**the Artists**).

BACKGROUND

The Artists wish to appoint the Manager to be the Artists' exclusive manager within the entertainment industry on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this agreement.

Activities: all of the Artists' activities within the entertainment industry throughout the world, including all commercial endorsements, merchandising and sponsorship activities.

Artist Group: the group of which each of the Artists is currently a member at the date of this agreement, and any future incarnation of that group.

Commission: the percentage of earnings set out in clause 6.1.

Expenses: all third party costs (other than the Manager's own overhead costs as set out in clause 7.1) reasonably incurred by the Manager on the Artists' behalf or in the performance of the Manager's obligations under this agreement.

Gross Earnings: all income, fees, advances, royalties and other consideration arising from any of the Activities received by or credited to the Artists or any person on the Artists' behalf:

- (a) during the Term; or
- (b) after the Term if arising from Activities performed during the Term, or from Activities performed within six months of the expiry of the Term pursuant to an arrangement made by the Manager during the Term,

excluding the following:

- (i) VAT;
- (ii) monies advanced for third party recording costs or tour support and used as such;

- (iii) income arising from recordings and compositions made during the Term but not released within six months of the expiry of the Term.

Net Earnings: Gross Earnings (including, for this calculation, all relevant tour support) arising from the relevant live performance(s), less:

- (a) all fees payable to the relevant live agent;
- (b) the cost of hire of any PA and other equipment; and
- (c) all other reasonable costs other than the Artists' expenses incurred in respect of such live performance(s).

Term: the period set out in clause 2.1.

2. TERM

2.1 The term of this agreement shall commence on the date of this agreement and shall, subject to clause 2.2, clause 10 and clause 11.2, continue until terminated by either party serving [60] days' written notice on the other. Such notice may be served at any time after the earlier of:

- (a) six months following the initial release of the Artists' second studio album released after the commencement of the Term; or
- (b) five years from the commencement of the Term.

2.2 Notwithstanding clause 2.1, if within 12 months of the commencement of the Term the Manager has not secured for the Artists a recording agreement or publishing agreement with a bona fide third party record company or publisher respectively, then the Artists may terminate the Term by serving 30 days' written notice after the expiry of that 12-month period. Such notice shall be of no effect if prior to the expiry of the 30-day period the Manager secures for the Artists either of the foregoing agreements.

3. APPOINTMENT

The Artists hereby appoint the Manager to be the Artists' sole and exclusive manager during the Term in respect of the Activities.

4. MANAGER'S OBLIGATIONS

4.1 During the Term, the Manager shall use all reasonable endeavours to advance the Artists' career in connection with the Activities and generally render all services customarily rendered by a manager within the entertainment industry. The Manager shall act in good faith in the performance of such services and keep the Artists reasonably informed of the Manager's activities on the Artists' behalf.

4.2 During the Term the Manager shall negotiate all offers in respect of the Activities, save that the Manager shall not conclude any agreement on the Artists' behalf without

- 4.3 The Manager shall not be obliged to provide the services of a live agent. If the services of a live agent are reasonably required in the furtherance of the Artists' career, the Manager may appoint a live agent on the Artists' behalf, subject to the Artists' reasonable approval of the identity of, and commission payable to, such agent.

5. ARTISTS' OBLIGATIONS

- 5.1 During the Term, the Artists shall not engage any person other than the Manager to act as the Artists' representative in respect of any of the Activities without the Manager's prior written approval, save that the Artists shall not be prohibited from appointing a legal representative and/or financial adviser from time to time.
- 5.2 The Artists shall promptly refer to the Manager all enquiries in connection with the Activities received by the Artists, or received by another person on the Artists' behalf, during the Term and the Artists shall not attempt to negotiate or conclude any agreement offered pursuant to such enquiries without the Manager's involvement.
- 5.3 The Artists shall perform to the best of the Artists' abilities all engagements that the Manager has arranged on the Artists' behalf that, subject to clause 4.2, the Artists have approved.

6. COMMISSION

- 6.1 Subject to clause 6.2, the Artists shall pay the Manager the following:
- (a) 20% of Net Earnings in respect of live performances; and
 - (b) 20% of Gross Earnings in respect of Activities other than live performances.
- 6.2 The Commission on Gross Earnings arising after the expiry of the Term, but before the date ten years after the expiry of the Term, shall be at full rate. The Commission on Gross Earnings arising after the date ten years after the expiry of the Term, but before the date 20 years after the expiry of the Term, shall be at 50% of the rate that would otherwise apply. No Commission shall be payable on Gross Earnings arising after the date 20 years after the expiry of the Term.

7. EXPENSES

- 7.1 The Manager shall be responsible for the Manager's own office expenses and the payment of any employees engaged by the Manager, except for persons engaged with the Artists' prior approval (not to be unreasonably withheld) solely in respect of the Activities, or a pro rata share of persons so engaged in respect of one or more other

artists. Domestic landline telephone charges and faxes shall be deemed to be office expenses.

- 7.2 Subject to providing reasonable supporting documentation, the Manager shall be entitled to be reimbursed for all Expenses only from Gross Earnings from which Commission is payable.
- 7.3 The Manager shall obtain the Artists' approval for any single Expense or series of related Expenses in excess of [£500] and any Expenses in excess of [£1,000] in any calendar month. The Artists shall from time to time as requested by the Manager review these limits in good faith to reflect any success in the Artists' career.

8. ACCOUNTING

- 8.1 The Artists shall, as soon as practical, appoint an accountant with music industry experience to receive all Gross Earnings on the Artists' behalf.
- 8.2 The Artists shall direct the accountant to:
- (a) invoice Gross Earnings promptly and pay them into a bank account set up for the Artists, and ensure that the Manager receives monthly bank statements for the account;
 - (b) make suitable provisions to pay the Manager the Commission and the Expenses in accordance with this agreement and, subject to funds being available, to settle all invoices for such Commission and Expenses within 14 days of receipt;
 - (c) maintain a reasonable float account for the Manager's use in the payment of Expenses at such time as Gross Earnings permit;
 - (d) keep accurate, up-to-date and reasonably detailed books of account in respect of Gross Earnings and Net Earnings and provide the Manager with a statement showing the calculation of Gross Earnings and Net Earnings at regular intervals and no less frequently than [each calendar quarter]; and
 - (e) allow the Manager to audit the books of account once per year on reasonable notice.
- 8.3 Until the appointment of an accountant for the Artists, the Manager shall collect Gross Earnings on the Artists' behalf and pay the Gross Earnings into a separate account set up in the name of the Artists, after deducting any outstanding Commission and/or Expenses due to the Manager. During any period during which the Manager collects Gross Earnings, the Manager shall:
- (a) maintain reasonable books of account and provide statements of them at regular intervals; and

- (b) allow the Artists to audit those books of account once per year on reasonable notice.

9. WARRANTIES AND INDEMNITY

- 9.1 The Artists warrant that the Artists may enter into and perform this agreement.
- 9.2 The Artists warrant that none of the Artists are minors.
- 9.3 The Artists indemnify the Manager against all liabilities, costs, expenses, damages and losses (including legal fees) that the Manager may suffer as a result of the breach of any warranty contained in this agreement.

10. [KEY MAN

If, at any time, the Manager is unable or unwilling to provide on an ongoing basis, allowing for reasonable periods of absence for holiday and sickness, the personal services of [NAME] to supervise the management of the Artists' career under this agreement, the Artists may serve 30 days' written notice on the Manager requiring the Manager to provide those services. If, after the expiry of the 30-day period, the Manager has not provided those personal services, the Artists may terminate the Term by notice in writing provided that such termination notice is served within a further 30 days of the expiry of the first notice. For the avoidance of doubt, the Manager may provide the services of other personnel for all administrative functions of the Manager's services under this agreement, and may provide such personal services to the Manager's other artists.]

11. [GROUP PROVISIONS

- 11.1 If, during the Term, one or more of the Artists cease to be a member of the Artist Group, or if the Artist Group disbands, the Manager may serve written notice on the Artists referring to such events and requiring the Artists to confirm the status of the members of the Artist Group. For the avoidance of doubt, none of the foregoing events shall entitle any member of the Artist Group to terminate this agreement.
- 11.2 The Manager shall have the right, within 30 days of the later of notice served under clause 11.1 or the Artists' reply to such notice, to:
 - (a) terminate the Term by notice in writing in respect of one or more members of the Artist Group; and/or
 - (b) require any of the Artists who are no longer a member of the Artist Group to enter into a new management agreement, replacing this agreement, on the terms of this agreement for the balance of the Term.

- 11.3 Any notice or approval given by or to any of the Artist Group shall be deemed to have been given by or to all of the Artist Group respectively save that any notice served under clause 2.2 [or clause 10] shall require service by or on behalf of all of the Artists.]

12. [NOTICES]

- 12.1 Any notice required to be given under this agreement shall be in writing and shall [subject as provided in clause 11.3] be sent to each party required to receive the notice by pre-paid first-class post, to the address of the relevant party set out in this agreement, or by e-mail to the e-mail address of the relevant party as set out in clause 12.2, or to such other postal or e-mail address as such party may have notified to the other for such purposes. Such notice shall be deemed to have been given, if sent by first-class pre-paid post, two business days (that is, any day which is not a [Saturday, Sunday or] public holiday in the place at or to which the notice is left or sent) after the date of posting or, if sent by e-mail, the first business day after the date on which the e-mail was sent.
- 12.2 For the purposes of clause 12.1, the Manager's e-mail address is [DETAILS OF E-MAIL ADDRESS] and the Artists' e-mail addresses are [DETAILS OF E-MAIL ADDRESSES].]

13. GENERAL

- 13.1 All payments under this agreement are expressed exclusive of VAT, which shall be payable in addition to those payments on receipt of a properly rendered VAT invoice.
- 13.2 In the event that the Artists are unable or unwilling to perform the Artists' obligations to the Manager under this agreement then, without prejudice to any other remedies that may be available to the Manager, the Manager may suspend the Manager's obligations to the Artists by written notice until the Artists resume the Artists' obligations to the Manager and confirm in writing that the Artists have done so. The Term shall be extended by a period equal to the period of suspension, provided that no such period of suspension shall exceed 12 months.
- 13.3 A person who is not a party to this agreement shall not have any rights under or in connection with it.
- 13.4 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

- 13.5 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 13.6 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.7 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 13.8 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

THIS IS AN IMPORTANT DOCUMENT AFFECTING YOUR CAREER ON A POTENTIALLY LONG-TERM BASIS. YOU MUST THEREFORE TAKE ADVICE FROM AN INDEPENDENT LAWYER BEFORE DECIDING WHETHER TO SIGN IT.

This agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF
MANAGER] Director

OR

Signed by [NAME OF MANAGER]

Signed by [NAME OF THE ARTIST]

Signed by [NAME OF THE ARTIST]

Signed by [NAME OF THE ARTIST]