



16th of Dec, 2019

Dear Tommy,

Welcome to Soapbox Agency.

We're thrilled to be working with you and the information below summarises how we work with our artists.

What will we do?

We will represent you as your exclusive agent throughout Australasia (Australia, New Zealand, Asia) from the date that you agree to these terms until either party provides 30 days written notice to the other to end this agreement.

As a first class booking and touring agency, we will commit to doing the following:

1. We will seek and negotiate performance opportunities on your behalf and in accordance with mutually agreed performance dates, performance times and venues and a proposed performance fee.
2. We will provide you with an itinerary of the performance dates, times, venues and locations associated with performances booked by us.
3. We will generally try to have third party bookers book all travel and accommodation for you before the event. If that is not included as part of our deal with the third party booker, then we will book your travel and accommodation for you, unless you wish to look after that yourself. Any such costs will be deducted when we settle the artist payments below.
4. While it is not typically within the usual services that a booking agent provides, due to our relationships with a variety of sponsors and brands, we will sometimes be able to present you with commercial endorsement opportunities.
5. We will pay your share of the fees from those live performances (and any other opportunities) in accordance with the commissions set out below.

What do you need to do?

1. You will perform as artist, musician, DJ, vocalist or performer (as the case may be) at events that are mutually agreed with between us.
2. If you work with extra performers as part of your show, you will be fully responsible for their engagement, including any contracts, payments, insurances, equipment, superannuation and other costs (excluding venue supplied backline unless otherwise discussed).
3. Although we will cover you under our public liability insurance policy which covers artists signed to us, we recommend you also take out your own insurance policies. We suggest looking at your own public liability policy, as well as other policies such as equipment insurance, travel insurance, workplace health and safety insurances required. We are happy to provide you with some insurance company options if you need.

What is our commission?

We charge a fixed percentage across income that you earn. The commissions are as follows:

1. **Performance Income:** 15% of the gross amounts received by us in relation to any performance by you, in relation to any third party event, tour or festival.
2. **Sponsorship and Endorsement:** if we source and substantially negotiate any sponsorship or endorsement deals on your behalf, we will retain a commission of 20% of the gross amounts received by us. This is a non-exclusive arrangement and you are entitled to seek your own endorsement opportunities as well.

We will sometimes help you in creating marketing assets for shows and events. If this is something you would like us to do on a case by case basis, we will deduct the agreed amounts incurred by us for the creation of marketing assets from the amounts owed to you.

If there are any shows (or opportunities) which occur after the term of this agreement, but were secured during the term of the Agreement then we will retain our commission as set out above.

How will we pay you?

Each fortnight in which we have received income on your behalf, we will provide you with a statement which details the gross income received less any deductions incurred. Once you have approved the statement, we will process the payment.

We will make payments into your nominated bank account, which you can provide to us at any time.

Some important things to note

In NSW, we need to comply with certain laws around performer representation. It is important that you understand your rights in that regard.

As such, we ask you to note the following:

- (a) you understand that a cooling-off period applies in respect of this agreement; and
- (b) you acknowledge that you have received from us the fact sheet titled "Information for Performers" attached to this letter.

Further, all persons on stage providing the artist services (such as main artist, band members and DJ's) are required to be insured under public liability insurance. Each insured will be subject to an annual fee of \$30. This fee will be recoupable against your income.

We look forward to working with you.

Please sign below or reply to this email to acknowledge your agreement to these terms.

Best wishes



On behalf of
Soapbox Holdings Pty Ltd



Tommy Franklin

[Attachment – Information for Performers Fact Sheet]



On 1 March 2014, new entertainment industry laws came into operation in NSW. This fact sheet has been designed to assist performers in understanding their rights and the obligations of their representatives under the Entertainment Industry Act 2013.

Your representative is obliged to give you this fact sheet at the commencement of your agreement. If you entered into an entertainment industry contract prior to 1 March 2014, you should have received this information sheet within 30 days of the commencement of the new Act.

What is the role of a performer representative?

The role of a performer representative includes providing one or more of the following services:

- seeking or finding work opportunities for you
- negotiating terms and conditions of an agreement for a performance
- finalising arrangements relating to payments due to you
- negotiating arrangements relating to your attendance at a performance
- administering the agreement between you and an entertainment industry hirer, and
- making arrangements for publicity attendances and related publicity responsibilities

The above services are provided under an *entertainment industry agreement*.

Fees

Your performer representative may charge you fees for services provided under the *entertainment industry agreement*.

If you are involved in film, television or media you can be charged a maximum of 10% of the total amount due to you for your performance.

If you are involved in live theatre, or a live musical or variety performance you can be charged up to 10% for any period up to 5 weeks but only up to 5% for any time after that.

A performer representative must not charge fees above these amounts unless they are also providing you with career management services and you have agreed to these in writing in what is called an *entertainment industry managerial agreement*.

Please also be aware that you cannot be charged a fee merely for joining or auditioning to join or entering into a contract with a performer representative.

What is an entertainment industry managerial agreement?

An entertainment industry managerial agreement is an agreement in writing that recognises the additional services provided by a performer representative regarding the management of your reputation, career or career development.

If you decide to enter into this type of agreement it must contain an 'additional fee acknowledgement' that makes it clear you will be charged fees in excess of the fee caps in return for the performer representative providing managerial services.

Cooling off period

Performers who sign a managerial agreement are entitled to a cooling-off period of 3 days in which they can seek advice about the arrangement they have entered into and if they wish, terminate the agreement without penalty.

If you decide not to continue an agreement, you must tell the representative that you are terminating the agreement within three days from the time the agreement is signed.

If you choose to do so, you can elect to waive the right to a cooling-off period but this must be in writing at the time the agreement is signed.

When should I be paid?

If any monies received by the performer representative on your behalf are not paid immediately then they must be placed in a trust account and paid to you within 14 days of receipt.

Children in the entertainment industry

If you are the parent of a performer who is a child then you must also be provided with the Children's Guardian fact sheet which outlines certain obligations on employers and others who work with children in the entertainment industry.

The fact sheet is available at www.kidsguardian.nsw.gov.au

Code of conduct

The new laws also contain a code which provides performer representatives with clear guidance on the standards of service required to ensure professional and ethical conduct when providing services to performers.

The code is complemented by a range of compliance measures to ensure the proper regulation of the entertainment industry and protection of performers.

A copy of the code is available at www.industrialrelations.nsw.gov.au. It's a good idea to read the code and familiarise yourself with the standard of service you can expect from your representative.

Existing contracts

If you entered into an entertainment industry contract before 1 March 2014 the rules about fees contained in the old Entertainment Industry Act and Regulations continue to apply to you until the contract expires (not including any period of renewal or extension) or until 1 March 2015, whichever date occurs first.

Once your contract finishes the new rules about fees and entertainment industry managerial agreements will apply to you and your representative.

NSW IR contact details

Should you have any questions about your rights and the obligations of performer representatives in the entertainment industry please contact NSW Industrial Relations on 131 628.