

TERMS OF BUSINESS (FOR ARTISTS)

Welcome to Mythology Agency ("We", "Us", "Our"). By engaging our services, you ("Artist", "You", "Your") agree to be bound by the following terms and conditions. These terms are in line with the guidelines provided by the Agents' Association of Great Britain.

1. Services

We, Mythology Agency, provide a wide array of professional management and booking services tailored to meet the diverse needs of artists. Our services are designed to support and enhance your career by leveraging our expertise, industry connections, and comprehensive management strategies. The services we offer include, but are not limited to, the following:

- Booking Shows and Events: We specialise in booking live performances, including but not limited to concerts, festivals, club gigs, and private events. This service encompasses a broad spectrum of activities such as:

- Domestic and International Bookings: We arrange performances both within the UK and internationally, ensuring that all logistical aspects, including travel, accommodation, and visa arrangements, are meticulously handled.

- Venue Negotiations: We negotiate with venues to secure optimal performance dates, times, and conditions, ensuring that all contractual obligations are favourable to you.

- Promoter Engagement: We liaise with promoters to arrange the best possible terms for your performances, including financial compensation, technical requirements, and promotional efforts.

- Management Consultation on Various Projects: Our management consultation services are comprehensive and designed to support your career across multiple facets. This includes:

- Deal Negotiation: We negotiate deals on your behalf with record labels, publishers, and other industry stakeholders to secure the most advantageous terms. This may involve complex contract negotiations, royalty structures, and advance payments.

- Royalty Collection Services: We assist in collecting outstanding royalties from record labels, publishers, and other entities. This involves detailed tracking and auditing of royalty statements to ensure accuracy and completeness.

- Strategic Career Planning: We provide strategic advice on career development, including branding, marketing, and long-term growth strategies. This may involve creating and executing comprehensive marketing plans, social media strategies, and public relations campaigns.

- **Project Management:** We oversee various projects, such as album releases, tours, and promotional campaigns, ensuring that all elements are coordinated and executed effectively. This includes managing timelines, budgets, and resources to achieve your career objectives.

- **Additional Consultation Services:** For activities that fall outside the scope of normal booking agency services and royalty collection, we offer additional consultation services. These may include but are not limited to:

- **Merchandising:** Assistance with the design, production, and distribution of merchandise, including negotiating with manufacturers and retailers.

- **Sponsorship and Endorsement Deals:** Facilitating sponsorship and endorsement opportunities, negotiating terms, and managing relationships with sponsors and brands.

- **Legal Advisory:** While we do not provide legal advice directly, we facilitate access to expert legal and financial advisors who can provide specialized services as needed. We have a paralegal who is currently training to become a lawyer and works closely with a reputable entertainment law firm that assists us in providing comprehensive legal support to our clients.

By engaging our services, you benefit from our extensive industry experience, strategic insights, and commitment to supporting your artistic and professional growth. We strive to provide a holistic management approach that empowers you to focus on your creative endeavours while we handle the business complexities.

2. Commission

Our commission structure outlines the fees we charge for the services we provide. Commission is a percentage-based fee that you, the artist, agree to pay us, Mythology Agency, for the successful completion of specific activities and services that we render on your behalf. This fee compensates us for our expertise, time, and resources dedicated to enhancing your career. Our commission structure is as follows:

- **Booking Commission:** This is a fee we charge for booking shows and events for you. The booking commission is 10% plus VAT of the gross income generated from the shows and events that we book and contract on your behalf. Gross income refers to the total amount earned from these performances before any deductions for expenses or taxes. This commission covers all aspects of the booking process, including securing performance dates, negotiating with venues, and liaising with promoters to ensure the best possible terms.

- **Management Consultation Fee:** This fee is charged for the comprehensive management and consultation services we provide. The management consultation fee is 10% plus VAT of the gross income from projects on which we provide consultation. This includes income from deals we negotiate on your behalf, royalty collection services, and other

advisory roles we undertake to support your career. This fee covers a wide range of services, from strategic career planning to project management and deal negotiation.

- **Additional Consultation Fees:** For activities that fall outside the scope of normal booking agency services and royalty collection, different consultation fees may be agreed upon between the parties. These fees and the scope of such activities will be outlined in a separate written agreement prior to the commencement of the services. This allows for flexibility in addressing unique or specialized needs that may arise during your career.

- **VAT on Commission and Fees:** As a VAT-registered entity, we are required by UK tax law to charge VAT on our commissions and fees. VAT, or Value Added Tax, is a tax applied to most goods and services in the UK. The current rate of VAT is set by the government and may vary. This means that in addition to the 10% commission on bookings and management consultation fees, you will be charged an additional amount to cover VAT. This ensures compliance with UK tax regulations.

In summary, our commission structure is designed to be transparent and fair, ensuring that you receive comprehensive support and management services while understanding the costs associated with these services. By clearly outlining our commission rates and the basis for these charges, we aim to foster a trusting and mutually beneficial partnership with you.

3. Payments and Responsibilities

- **Artist's Responsibility and Control Over Funds:** All monies received by us on your behalf will be your responsibility and under your control. This includes, but is not limited to, income from shows, royalties, events, and all projects. We will only act according to your explicit instructions regarding the handling and disbursement of these funds. For example, if you instruct us to send you a specific amount, we will do so as directed. We do not have the authority to make decisions about the use or management of your funds beyond executing your instructions.

- **Contracts for Live Show Bookings and Other Deals:** We facilitate contracts for live show bookings, record deals, and other engagements between you and third parties (e.g., promoters, record labels, book publishers, film companies). These contracts are directly between you and the third party; we act solely as an intermediary to facilitate these agreements on your behalf. Our role is to provide the service of connecting you with these opportunities and managing the negotiation process, but the contractual obligations and benefits are directly between you and the third party.

- Tax Affairs: You are solely responsible for managing and paying all taxes related to your personal and band income. This includes, but is not limited to, income tax, VAT, National Insurance contributions, and any other applicable taxes.

- VAT on Commission and Fees: Our commission and fees are subject to VAT at the prevailing rate because we are a VAT-registered entity. This means that in addition to the 10% commission on bookings and management consultation fees, you will be charged an additional amount to cover VAT. This is in compliance with UK tax law, which mandates that VAT-registered businesses charge VAT on the goods and services they provide.

- Compliance with UK Statute: Our services are provided in compliance with UK laws and regulations, including those pertaining to the provision of services, taxation, and contractual obligations. As a service provider, we adhere to all statutory requirements to ensure that our operations are lawful and transparent.

4. Legal Compliance

Our services are provided in compliance with UK laws and regulations.

- Income Tax: As per HM Revenue and Customs (HMRC) guidelines, the responsibility to declare and pay income tax on earnings lies with you.

- VAT: If you are VAT-registered, you are responsible for paying VAT on your earnings.

- National Insurance: You are responsible for making National Insurance contributions as required by law.

5. Limitation of Liability

We will not be held liable for any financial or legal responsibilities, including but not limited to:

- Failure to pay taxes.

- Mismanagement of funds.

- Any legal issues arising from your personal or band activities.

Important Note: According to HM Revenue and Customs (HMRC), the responsibility for managing and paying taxes lies with the individual or entity generating the income, not their manager or agent. Even if we assist with financial management, the ultimate responsibility for ensuring taxes are paid correctly and on time rests with you, the individual taxpayer.

6. Termination

Either party may terminate this agreement with three (3) months' written notice. Upon termination, you will remain responsible for any commissions due for shows, events, or projects contracted during the term of this agreement.

7. Governing Law

This agreement is governed by the laws of England and Wales. Any disputes arising from this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

8. Amendments

We reserve the right to amend these terms at any time. Any changes will be communicated to you in writing and will take effect immediately unless stated otherwise.

By engaging our services, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions.

Contact Information

For any questions or concerns regarding these terms, please contact us at:

Mythology Agency, 25 High Street, Ely, CB75XR

info@mythology-live.com

These important terms of business are available on our website and are applicable to all our paperwork and communications.