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**MANAGEMENT AGREEMENT**

This agreement is dated of 2016 (the “**Agreement**”).

**BETWEEN:**

**A. SIFA Events Pty Ltd** ABN 37 169 659 330 of Suite 390, 585 Little Collins Street, Melbourne VIC 3000 (the “Manager”) (the “**Manager**”);

AND

**B.** [**INSERT NAME**] professionally known as “[ARTIST NAME]” of [insert address] (the “**Artist**”).

**WHEREAS**:

**A**. The Manager is engaged in the business of artist management in the entertainment industry and wishes to undertake the management of the Artist.

**B.** The Artist is pursuing a career in the entertainment industry and wishes to appoint the Manager as the sole and exclusive personal and business manager in respect of the activities the Artist Activities (defined below) within the entertainment industry.

**C.** The Artist and the Manager hereby agree that the Manager shall manage the Artist in accordance with the terms and conditions of this Agreement.

**THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

1. **Definitions**

“**Artist’s Activities**” shall mean any and all activities, or involvements of the Artist in any branch of the Entertainment Industry (and all related services and copyrights) and includes but is not limited to live performances, sponsorship deals, endorsement deals, merchandise, recording, song writing, publishing, broadcasting, radio and television.

“**Bank Account**” shall mean a separate bank account to be operated solely for transactions relating to the affairs of the Artist and the Artist’s Activities.

“**Commencement Date**” shall mean the date of execution of this Agreement.

“**Confidential Information**” shall mean all information relating to a party, which is or has been:

1. Disclosed to the other party under or in connection with this Agreement; or
2. Learnt or acquired by the other party in the performance of this Agreement.

“**Entertainment Industry**” shall mean each and every branch of the entertainment industry now known or later developed including, without limitation, the fields of the making of audio and audio visual sound recordings (including remixing, sound engineering and producing), the writing of lyrics and/or composing of music, the writing of literary only work, DJ appearances, engineer or producer of music, personal appearances and live performances, acting and presenting services, merchandising, endorsement and “multi-media” activities.

“**Gross Income**” shall mean all gross monies or other considerations which the Artist may be due or receive pursuant to this Agreement as a result of Artist's Activities and/or the exploitation of the Artist IP (defined below) less GST.

“**GST**” shall mean the GST as defined in the A New Tax System (Goods and Services Tax) Act 1999 (the “Act”).

“**Initial Term**” shall mean a period of [X] years from the Commencement Date.

“**Territory**” shall mean the World.

**2. Term**

1. This Agreement shall commence on the Commencement Date and shall continue for the Initial Term. At the conclusion of the Initial Term, the Manager and the Artist may agree to extend the Agreement for further 12 month periods by mutually agreeing in writing (email to suffice) 30 days prior to the end of the Initial Term or for any subsequent 12 month period. The Initial Term and any extension of the Initial Term shall jointly and severally be referred to as the “**Term**”.
2. This Agreement shall apply throughout the Territory.
3. **Exclusivity** 
   1. The Manager shall be the Artist’s sole and exclusive manager for the Entertainment Industry during the Term and throughout the Territory, whether the Artist is using the name ‘[insert]’, ‘[insert]’ or any other name.
   2. The Manager shall exclusively undertake management and exploitation of the Artist IP (as defined below) during the Term and throughout the Territory.
   3. The Manager is not required to render exclusive services to the Artist or to devote the Manager’s entire time to the Artist. The Manager shall be free to manage the careers of other artists within the Entertainment Industry provided always that the Manager devote an amount of time sufficient to properly manage the Artist.
4. **Manager’s Services & Obligations** 
   1. The Manager shall use all reasonable commercial endeavours during the Term and throughout the Territory of this Agreement to:
5. Develop, promote and advance the Artist’s musical career;
6. Confer with, counsel and advise the Artist in relation to the Artist’s Activities and other related matters;
7. Source and procure employment, engagements and live performances for the Artist (“**Engagements**”);
8. Represent the Artist and act as the Artist’s negotiator in the Entertainment Industry in a professional and business like manner;
9. Keep the Artist informed of all substantial negotiations being conducted by the Manager on behalf of the Artist; and
10. Act in the best interests of the Artist.
    1. Nothing contained in this Agreement shall require the Manager to give the Artist any accounting, legal, investment, taxation or financial advice.
11. **Artist’s Obligations**

* 1. During the Term and throughout the Territory of this Agreement, the Artist warrants in favour of the Manager that the Artist shall:

1. Refer all third party offers for Engagements in respect of the Artist’s Activities to the Manager as soon as is practicable;
2. Not enter into any agreements within the Entertainment Industry relating to the Artist’s Activities without the Manager’s prior approval;
3. Use the Artist’s utmost skill, ability and talent in the fulfilment of all contractual obligations relating to the Artist’s Activities;
4. Carry out all Engagements to the best of the Artist’s ability and in a punctual and professional fashion as directed by the Manager;
5. Keep the Manager informed of the Artist’s whereabouts and availability;
6. Where the Artist directly receives any income relating to the Artists Activities, promptly disclose to the Manager and deposit all such income into the Bank Account; and
7. Act in good faith and co-operate with the Manager at all times during the Term of this Agreement.
   1. The Artist further warrants in favour of the Manager that the Artist has the full power and authority to enter into this Agreement and has granted no rights inconsistent with this Agreement.

**6. Manager’s Authority**

1. The Artist hereby authorises the Manager during the Term and throughout the Territory of this Agreement to do the following
2. Manage the Artist and Artist IP during Term throughout the Territory;
3. Engage as well as discharge and or direct on behalf of the Artist and in the Artist’s name, booking agents as well as other person’s firms or companies who may retained to provide professional opportunities, engagements or services for the Artist;
4. Negotiate and bind the Artist to third party agreements with respect to any Engagements;
5. Negotiate and bind the Artist to other third party agreements relating to the Artist’s Activities;
6. Collect all income relating to the Artists Activities on behalf of the Artist and deposit into the Bank Account in accordance with this Agreement;
7. Pay for Artist Expenses (defined below);
8. Approve and permit the use of the Artist’s name, logo, trade marks, approved photographs, approved biographical material, likeness, recordings, videos, website links, social media pages and other online, or creative content (“**Artist Content**”) by third parties for commercial, publicity and/or promotional purposes.
   1. The Manager shall not do any of the following on behalf of the Artist without the prior consent of the Artist (email consent being sufficient):
9. Enter in to any arrangement or contract obliging the Artist to an Engagement in excess of two (2) weeks duration;
10. Enter into any personal services agreement including without limitation recording, publishing, merchandising or sponsorship contract or agreement in respect of the Artist;
11. Incur debts on behalf of the Artist other than usual expenses in the ordinary course of the Artist's business;
12. Incur any expenses which exceeds the Artist’s available funds to pay the same; and
13. Incur management travel or accommodation expenses.

**7. Expenses**

* 1. The Manager will bear or pay from its own sources all of the Manager’s overhead expenses incurred in the performance of its obligations hereunder.
  2. The Artist agrees that it shall be responsible for the payment of all expenses relating to the Artist’s Activities (the “**Artist Expenses**”).
  3. The Artist further agrees to pay for the following expenses that the Manager may need to incur on behalf of the Artist or in relation to the Artist’s Activities from time to time during the Term of this Agreement:

1. Where the Manager is required to travel in connection with managing the Artist under this Agreement, the accommodation expenses outside of the city in which the Manager resides;
2. Where the Manager is required to travel in connection with managing the Artist under this Agreement, travel expenses outside of the state in which the Manager resides;
3. The Manager’s international telephone, fax and postage expenses;
4. All other expenses that have been properly incurred by the Manager on behalf of the Artist relating to the Artist’s Activities.

(the “**Approved Expenses**”)

**8. Intellectual Property**

a. The rights in all Intellectual Property created by Artist as a result of the Artist Activities or otherwise prior to or during Term shall be owned by Artist (the “**Artist IP**”).

**9. Creative Control**

a. Artist and Manager shall mutually agree all creative decisions relating to the Artist Activities and the Artist IP provided that the Artist shall have the final decision making power in relation to such matters.

**10. Management Commission**

a. In consideration of the services provided by the Manager pursuant to this Agreement, the Artist will pay the Manager a commission at the rate of twenty per cent (20%) of Gross Income (“the **Commission**”). The Commission will apply to all of the Artist Activities during the Term including agreements and undertakings in existence at the Commencement Date. The following rules shall apply to the calculation of the Commission:

1. In respect of all recording income, in the event that the Artist makes and self-releases recordings or releases them through a licensing or distribution arrangement (rather than a traditional recording agreement where the record company funds and owns the recording), then the Commission will be calculated on the Gross Income from the exploitation of these recordings less all reasonable and legitimate third party costs actually incurred by the Artist (in accordance with a budget previously agreed in writing between the parties) in recording, manufacturing, distributing and exploiting the relevant recordings (including artwork and video clips). This arrangement will apply to each recording by the Artist on a release-by-release basis. The costs of any video clips or singles from an album will be treated as part of the costs for that album, and any income from such video clips or singles will be treated as part of the income for that album;
2. In respect of live appearances, the Commission shall be calculated on Gross Income less booking agent’s fees (capped at ten per cent (10%), support band fees, APRA and equivalent fees, sound, lighting & productions costs, direct venue costs, international flights (directly relating to performances outside Australia), and any other mutually agreed expenses provided that these expenses have been incurred in accordance with a budget approved in writing by the Manager; and
3. In respect of merchandising income, where the Artist undertakes the exploitation of its own merchandise, the Commission will be calculated on Gross Income from exploitation of that merchandise less the manufacturing expenses directly attributable to the creation of that merchandise, distribution, reasonable marketing and selling expenses (such expenses to be pre-approved in writing by the Manager).

b. The Manager shall not be entitled to the Commission on any contributions or specific payments made payable to the Artist by any record label or publisher for any third party costs (including but not limited to recording costs (including producer, mixer and re-mixer fees), video production costs, Artist’s website and legal fees to the extent that such payments or contributions are used for those purposes. With regard to tour support paid by the Artist’s record label or publisher other than where such tour support constitutes a recoupable advance, any tour support received by the Artist will be added to Gross Income for the relevant tour, before the Commission is calculated.

c. The Manager shall not be entitled to the Commission on any royalties which are credited against any unrecouped advances and which are not received by the Artist, where such advances have previously been commissioned by the Manager.

d. The Manager is not obligated to accept the Commission in any form other than money. If the Artist receives payment in a form other than money, the Manager may deduct the Commission from other money held, or later held, by the Manager on the Artist’s behalf, calculated on the then current retail price of the goods accepted by the Artist in consideration of the activities undertaken.

**11. Post-Term Commission**

a. Upon termination of this Agreement the Manager’s right to collect income relating to the Artist Activities on behalf of the Artist will cease and the Artist shall collect and receive all income. In recognition of the services of the Manager during the Term, the Artist agrees that it will, upon termination of this Agreement, continue to pay the Manager the following commission (the “**Post-Term Commission**”), calculated in accordance with clause 10 above:

1. Twenty per cent (20%) of Gross Income earned during the Term from the Artist’s Activities but received after the expiration or termination of the Term;
2. Twenty per cent (20%) of Gross Income with respect to any and all income received by the Artist after the Term relating to any Engagements, contracts and agreements (except for recording and publishing agreements which are dealt with separately below) entered into or substantially negotiated during the Term;
3. Commission on Gross Income received by the Artist after the expiration or termination of the Term which is derived from the sale or other exploitation of sound recordings and any publishing inherent therein, where such recordings are commercially released during the Term or within twelve (12) months after the expiration or termination of the Term in accordance with the following rates:
4. First year following termination – 15%;
5. Second year following termination – 12.5%;
6. Third year following termination – 10%; and
7. 0% thereafter.

b. The Artist will forward any amounts due under clause 11.1 to the Manager within thirty (30) days of the relevant income being received by the Artist. The Artist will include all documentation required by the Manager to determine the calculation of Post-Term Commission. The Manager shall have the right to examine the books and records of the Artist in respect of such income, on reasonable notice to the Artist.

**12. Accounting**

a. The parties agree:

1. That the Artist shall appoint a bookkeeper or other accounting professional to undertake all accounting duties relating to the Artist (“**Bookkeeper**”);
2. That all income relating to the Artist’s Activities shall be deposited into the Bank Account;
3. That Commission shall be paid to the Manager on a monthly basis within 7 days of the end of each calendar month; and
4. The Bookkeeper shall be entitled to use monies in the Bank Account to:
5. Pay all Artist Expenses;
6. Pay the Commission; and
7. Repay the Manager for any Approved Expenses that the Manager may have incurred on behalf of the Artist (subject to the approvals set out herein).

b. Each party shall at all times keep true and accurate books, accounts and records of matters relating to the Artist’s Activities whereby such books, accounts and records shall be open and accessible to the other party and the Bookkeeper for viewing or audit upon reasonable notice. In addition, the parties agree that they shall both be entitled to view the records of the Bookkeeper upon the provision of reasonable notice to the Bookkeeper.

c. All amounts payable to the Manager under this Agreement are exclusive of any service tax that may be payable to the Manager, which shall be paid in addition to any amount specified as payable, but only on receipt of a valid tax invoice requesting such payment.

d. In the event the Artist does not have a Bookkeeper, the Artist hereby authorises the Manager to act as Bookkeeper and to exercise the same rights as the Bookkeeper has pursuant to this Agreement.

**13. Legal Advice**

a. The Artist acknowledges that, prior to signing this Agreement, the Artist was advised to seek and did seek or waived its right to seek, with respect to this Agreement, the advice of an independent legal practitioner experienced in agreements of this type and as such, understands the terms of this Agreement and the implications of entering into this Agreement.

**14. Indemnity**

a. The parties hereby indemnify each other from and against all actions, suits, claims, demands, losses, liabilities, damages, costs and expenses which may be made or brought against or suffered or incurred by either party as a direct result of breach by the Artist or the Manager of their respective agreements, warranties or obligations under this Agreement. Each indemnity under this Agreement is a continuing indemnity and shall constitute a separate and independent obligation of the party giving the indemnity from its other obligations under this Agreement and shall survive the execution, delivery, completion and termination of this Agreement.

**15. Confidential Information**

a. The Artist and the Manager shall not disclose to any third party any Confidential Information acquired during the existence of this Agreement except:

1. To third party in the proper performance of its duties under this Agreement;
2. To professional advisors;
3. To a third party with the prior written consent of the Artist or Manager (as applicable); or
4. As required by law.

b. After the expiration of this Agreement, the parties undertake not to make any disclosure to the press or any other media relating to any events, conversations, documents, financial arrangements or general behaviour of any party to this Agreement without the specific consent of that party.

**16. Termination**

a. Either party may terminate this Agreement by giving written notice to the other, if that other party:

1. Breaches any material term of this Agreement and, having been given thirty (30) days written notice requiring the party to rectify the breach, fails to do so; or
2. Enters into liquidation, is declared insolvent in any legal proceedings or is declared bankrupt.

**17. General**

a. Should an additional or substitute person commence business with the Artist under the name [insert]or other chosen name (**New Member**) on an on-going basis, then the Artist will make best endeavours to provide that the New Member signs this Agreement and is bound by the terms and conditions of this Agreement.

b. The Manager may assign its rights under this Agreement to another entity that the Manager owns in whole or in part provided that entity continues to provide the personal management services of TYSON NILES to the Artist. The Artist shall not be permitted to assign its rights under this Agreement unless it has the prior written approval of the Manager.

c. If a company is established to provide the services of the Artist within the Entertainment Industry, whether the Artist has an interest in that company or not, the Manager will be entitled to treat any income earned by that company as if the income was earned by the Artist personally pursuant to this Agreement.

d. All notices required under this Agreement must be hand delivered or sent by registered post. A copy of all notices must be sent by email.

e. This Agreement constitutes the entire agreement between the parties relating to the matters set out in this Agreement and cannot be altered except in writing signed by both parties.

f. Any provision of this Agreement that is or becomes unenforceable in any jurisdiction will be ineffective without invalidating any other provision of this Agreement, and such unenforceability will not invalidate that provision in any other jurisdiction.

g. The parties enter this Agreement as independent contractors and not as employer and employee, principal and agent, partners or joint venturers, or in any other capacity.

h. This agreement shall be governed by the laws of the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of the courts of Victoria Australia in resolving any dispute between the parties.

**18. Signature**

Signed as an Agreement:

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| **Signed for and on behalf of**  **SIFA Events Pty Ltd by:**  ...........................................  Name:  Position:  Date:  ...........................................  Name:  Position:  Date: |
| **Signed by [ARTIST NAME]:**  ...........................................  Name:  Date: |