

These terms and conditions shall govern the contract between (1) Creative Law & Business Ltd whose registered office is situated at 73a Middle Street, Brighton, BN1 1AL (Company No. 06834058) ("CL&B" "we") and (2) you ("you") ("your"). CL&B may agree modifications to these terms but such modifications must be in writing signed by CL&B and cannot be inferred.

1. SCOPE OF AGREEMENT

CL&B is a specialist consultancy company run by lawyers supplying professional services to creative businesses and creative talent. CL&B provide legal and business affairs advice and representation. CL&B has professional indemnity insurance cover of £500,000 per claim which you agree is the limit of our liability unless we are requested to obtain "top up" insurance and we agree in writing to increase our coverage.

CL&B confirm your instructions to act as your advisers relation to the matters agreed in email and other communications.

2. INITIAL CONSULTATIONS

In most circumstances CL&B will agree to discuss your matter with you at an initial consultation or phone call of up to half an hour's duration, free of charge and without obligation.

3. COSTS

- 3.1 During the initial consultation, we will usually quote for undertaking the work on a fixed fee basis.
- 3.2 We reserve the right to review any fixed fee where the matter becomes more complex and/or the time required is longer than originally anticipated. In such circumstances, we shall notify you prior to incurring fees over and above any quoted fixed fee. In commercial transactions, the fixed fee (if applicable) will normally cover up to 2 rounds of negotiations with the other contracting party or their representatives.
- 3.3 If a fixed fee is not agreed, we will charge for the time spent working on your file based on our hourly rate as part thereof. CL&B's basic hourly rates are Dean Marsh £270 per hour and Associate £75 per hour (plus VAT at 20%, for UK clients). We review these rates annually.
- 3.4 We operate a standard 6 minute per unit time recording system (one hour has 10 units). Telephone calls and letters written which take up to 6 minutes are charged at one unit. A telephone call lasting 7 minutes or up to 12 minutes would be charged as 2 units.
- 3.5 We generally require payment on account from new clients. If the matter does not proceed then we will refund you the sum paid less the chargeable cost of the time spent under para 3.3.
- 3.6 We will make a separate charge with no uplift for all additional expenses (such as couriers, messengers, third party professional and other fees, special travel requirements and client purchase requests).
- 3.7 If you have a query on costs, will be happy to provide supporting information and to discuss matters with you.
- 3.8 In some music business deals, the party with which you are conducting a commercial transaction, may be willing to pay our fees, usually on a recoupable basis.

4. SOURCING/NEGOTIATING DEALS

- 4.1 If we agree to work on a 'no deal no fee' basis, then we will charge you 5% of your actual net receipts under any deal during our period of representation of you, in addition to our costs. This arrangement must be specifically agreed by us both in writing.
- 4.2 Where we are able to negotiate an improvement on the commercial terms of a deal for you then you

agree (after full consideration) to us increasing our fees by a reasonable amount to take into account the improvement obtained.

5. INVOICES

- 5.1 All CL&B invoices are sent out on a monthly basis and payment of invoices is required within thirty (30) days of the invoice issue date.
- 5.2 In the event that your account remains outstanding in excess of thirty (30) days of the issue date, we reserve the right at our discretion to charge reasonable administration costs and/or interest on the outstanding amounts.
- 5.3 We endeavour to accommodate clients of limited means but we cannot ignore unpaid accounts. We may not undertake further work on behalf of a client who has an overdue account until it is paid and adequate provision has been made for outstanding and anticipated costs.
- 5.4 If you are receiving an advance from a third party, you agree that we may be paid our fees directly from that third party.

6. TERMINATION

You are entitled to end our instructions in writing at any time. If there are costs outstanding, we will not pass the file of papers back to you or to new advisors until those costs have been paid.

7. OUR RESPONSIBILITIES

We agree as follows:

- 7.1 to represent you professionally with due care and skill
- 7.2 to keep you fully updated
- 7.3 to deal with your matter diligently and without undue delay
- 7.4 to maintain a duty of confidentiality to you in relation to all of your dealings with us and any confidential plans or ideas you disclose to us
- 7.5 to always act in good faith with you
- 7.6 to advise you immediately should we have any conflict of interest on a matter

8. MISCELLANEOUS

- 8.1 The receipt of your instructions by us, whether verbally or in writing shall constitute your acceptance of and agreement to CL&B's Standard Terms and Conditions (as set out herein) and shall be conclusive evidence of the same.
- 8.2 You acknowledge that we adopt money laundering checks and you may be required to provide ID.
- 8.3 Any of these provisions which may be unenforceable shall (to that extent) be severable.
- 8.4 Nothing in this agreement shall be construed so as to create a partnership, joint venture or agency agreement, nor shall it confer any rights on any third party.
- 8.5 If you are at any time unhappy with the service provided then you should in the first instance contact Dean Marsh of CL&B.
- 8.6 You understand that agreements entered into by you with third parties may require you to administer those contracts so as to give notices, exercise your rights, or make other decisions within certain time periods (for example, exercising an option or granting an approval or consent). You understand and agree that we will not be responsible for monitoring those time periods, or dates or calendar items or providing any other contract administration services on your behalf. It is your responsibility to ensure that any agreements are signed and copies retained
- 8.7 This is the entire agreement between you and CL&B and is governed by the laws of England and Wales and the English courts shall have exclusive jurisdiction in the event of any dispute.