

CONFIDENTIALITY AGREEMENT

The undersigned reader acknowledges the information provided by THE MANAGEMENT COMPANY (PTY) LTD in this agreement is confidential and may only be shared with legal representation of the undersigned. Therefore, the undersigned reader agrees not to disclose any of such information without the express written permission of THE MANAGEMENT COMPANY (PTY) LTD to any other third party.

It is hereby acknowledged by the undersigned that the information to be furnished in this agreement is in all aspects confidential in nature (other than such information that is already in the public domain through other means) and any disclosure or use of same by the undersigned may cause serious harm or damage to THE MANAGEMENT COMPANY (PTY) LTD.

Upon request, this document is to be immediately returned to THE MANAGEMENT COMPANY (PTY) LTD.

SIGNATURE:

FULL NAME (PRINT):

DATE:

ARTIST MANAGEMENT AGREEMENT

Between

MANAGEMENT COMPANY: THE MANAGEMENT COMPANY (PTY) LTD
(REGISTRATION Number: _____)

And

(ID NUMBER/REGISTRATION Number: _____)

1. DEFINITIONS

1.1. The clause headings to this agreement are for reference purposes only and shall not be used in the interpretation thereof.

1.2. The following expressions shall have the meaning set opposite them below and cognate expressions shall bear corresponding meanings:

1.2.1. "artist" shall mean _____, (Identity Number: _____) and professionally known as _____;

1.2.2. "effective date" shall mean the date of signature of this agreement by the party last signing;

1.2.3. "manager" shall mean THE MANAGEMENT COMPANY (PTY) LTD

1.2.4. "management company" shall mean THE MANAGEMENT COMPANY (PTY) LTD

1.2.5. "record" shall mean any carrier on which sound may be recorded for later reproduction by listeners, whether now known or yet unknown.

2. APPOINTMENT

2.1. The artist hereby appoints and engages THE MANAGEMENT COMPANY (PTY) LTD to provide exclusive artist and brand management services, throughout the world and THE MANAGEMENT COMPANY (PTY) LTD hereby accepts such appointment and engagement for the term of and subject to the terms and conditions of this agreement.

3. TERM

3.1. The term of this agreement shall be for a period of two and a half years (30 months) commencing as of the date hereof (the "initial period")

3.2. In addition, THE MANAGEMENT COMPANY (PTY) LTD shall have two separate and consecutive options each to extend this agreement for an additional one (1) year period (individually referred to as "first option" period and the second option period; collectively the "option period"). The initial period and option periods are hereafter collectively referred to as the "term". Unless the artist is notified by THE MANAGEMENT COMPANY (PTY) LTD that the contract will terminate, at least one month prior to the expiry of the initial period or option period, then the options shall be deemed automatically exercised by THE MANAGEMENT COMPANY (PTY) LTD.

4. UNDERTAKINGS / WARRANTY OF TITLE

4.1. THE MANAGEMENT COMPANY (PTY) LTD undertakes, represents and warrants:

- 4.1.1. That it is fully empowered and able to enter into this agreement and that it has contractual arrangements in place sufficient to enable it to provide the manager's professional services to the artist, as provided hereunder;
- 4.1.2. That except as otherwise expressly provided herein, THE MANAGEMENT COMPANY (PTY) LTD shall be under no liability whatsoever to the said artist or to any other third party arising out of provision of management services as set out herein.

4.2. The artist undertakes, represents and warrants:

- 4.2.1. That he is fully empowered and able to enter into this agreement and that there is no existing agreement, written or oral, commitment or understanding with any third party which is contrary to the rights granted in this agreement.
- 4.2.2. Shall at all times keep THE MANAGEMENT COMPANY (PTY) LTD and its associates indemnified against costs, damages and expenses for all and any claim/s arising out of any breach by the artist of a third party contract concluded by either the artist or THE MANAGEMENT COMPANY (PTY) LTD in the performance of its professional management duties for and on behalf of the artist.

5. MANAGER'S SERVICES

5.1. During the term of this agreement, THE MANAGEMENT COMPANY (PTY) LTD agrees to represent and act as the artist's manager in all business negotiations and matters relating to the artist's entertainment career, including but not limited to:

- 5.1.1. Supervising the artist's professional engagements and consulting with employers of artist's services in the entertainment fields, with a view of developing the artist's career and brand.
- 5.1.2. Supervising the artist's personal appearances, either live or recorded for exhibition, public performance or broadcast.
- 5.1.3. Assisting the artist in sourcing compositions;
- 5.1.4. Sourcing and commissioning recording studios for the purpose of recording the artist's performances.
- 5.1.5. Liaising with the artist's record company in order to oversee the recording, engineering, production and commercial distribution and sale of the artist's

audio/audio-visual recordings of performances of the artist in all and any formats now known or hereafter devised

- 5.1.6. Supervising the recording of any musical arrangements, adaptations, remixes or versions thereof
- 5.1.7. Exploiting the name, reputation and image of the artist by merchandising, sponsorship endorsement or any other advertising or promotional means.
- 5.1.8. Supervising appearances by the artist in television programmes, cinematographic films or in live theatre productions as an actor or artist
- 5.1.9. Ensuring the proper use of the artist's professional services and any bi-product thereof;
- 5.1.10. Supervising bookings for the artist's professional engagements and;
- 5.1.11. Advising and counselling the artist with respect to general practices in the entertainment industry, which will fall within THE MANAGEMENT COMPANY (PTY) LTD 's expertise and experience concerning the management of the artist's career
- 5.1.12. Supervising and following up on the collection of royalties and fees due to the artist by third parties, in relation to payment for the artist's professional services.

6. POWER OF ATTORNEY

6.1. THE MANAGEMENT COMPANY (PTY) LTD is hereby authorised and empowered by the artist, and on the artist's behalf, after consulting and obtaining approval of the artist to do the following:

- 6.1.1. Approve and permit any and all publicity and advertising in connection with the artist's professional career;
- 6.1.2. Approve and permit the use of the artist's name, photograph, likeness, voice, sound effect, literary, artistic and musical materials for the purposes of advertising, publicity and promotion in connection with the artist's professional career and execute agreements pertaining to the artist's short term personal appearance engagements (i.e. engagements of two nights duration or less)
- 6.1.3. To request third parties with whom the artist has contracted to provide his professional services, to furnish all and any information (including copies of contracts) which THE MANAGEMENT COMPANY (PTY) LTD may require for the purpose of performing duties hereunder
- 6.1.4. To advertise and publicise himself as the artist's personal manager and representative.

7. ARTIST'S OBLIGATIONS

- 7.1. Subject to the artist's prior approval, the artist will be solely responsible for payment of the following expenses;
 - 7.1.1. Publicity costs;
 - 7.1.2. Promotion or exploitation expenses
 - 7.1.3. Travelling expenses
 - 7.1.4. Wardrobe expenses and
 - 7.1.5. Any other expenses related to the artist's career, including the reasonable expenses arising from the performance by THE MANAGEMENT COMPANY (PTY) LTD of the services hereunder.
- 7.2. THE MANAGEMENT COMPANY (PTY) LTD shall not be required to make financial advances to the artist, but should THE MANAGEMENT COMPANY (PTY) LTD do so at the artist's request, any such advance will be deemed a loan which the artist agrees to repay promptly at THE MANAGEMENT COMPANY (PTY) LTD 's request. If the artist fails to do so, THE MANAGEMENT COMPANY (PTY) LTD shall be entitled to deduct the amount of any such loans or advances from any sums THE MANAGEMENT COMPANY (PTY) LTD may receive on behalf of the artist.
- 7.3. Should THE MANAGEMENT COMPANY (PTY) LTD incur any reasonable expenses, with the prior approval of the artist, in connection with the artist's professional career or within the performance of your THE MANAGEMENT COMPANY (PTY) LTD's services hereunder, THE MANAGEMENT COMPANY (PTY) LTD shall, on a monthly basis provide the artist with statement reflecting such expenses, together with supporting documentation, and THE MANAGEMENT COMPANY (PTY) LTD shall be entitled to deduct such expenses from amounts due and payable to the artist, for that month.

8. MANAGER'S COMPENSATION

- 8.1. In compensation for THE MANAGEMENT COMPANY (PTY) LTD's services under this agreement, the artist agrees to pay THE MANAGEMENT COMPANY (PTY) LTD, a sum equal to thirty percent (30%) of the artist's gross income derived the artist's activities in and throughout the entertainment, music and music publishing industries, with exception of the artist's gross income received from the artist's record company, on which THE MANAGEMENT COMPANY (PTY) LTD shall accept a reduced commission of 15%
- 8.2. Without in any manner limiting the foregoing, the income sources upon which THE MANAGEMENT COMPANY (PTY) LTD compensation will be computed will include any and all artist's activities in connection with the commercial exploitation of

audio/audio-visual recordings (cassettes, CDs, DVDs, electronically transmitted recordings, streaming, online downloads), motion pictures, television appearances, television commercials, videos, radio, music, theatrical engagements, personal appearances, live shows, concerts, product launches, performances, corporate events, public appearances in places of amusements and entertainment publications, and use of the artist's name, likeness and talents for purpose of advertising, sale of merchandise and trade.

- 8.3. On the expiry of the term of this agreement, the artist agrees to pay THE MANAGEMENT COMPANY (PTY) LTD the commission as set out in subparagraph 8.1 above, with respect to any and all contracts and agreements entered into during the term of this agreement, relating to any of the artist's activities in 8.2 above, and upon any and all extensions, renewals and substitutions thereof, for as long as the artist continues to earn income under contracts procured by THE MANAGEMENT COMPANY (PTY) LTD on royalty earnings, fees, sponsorship, bonuses, performances fees (live or recorded), licensing income, motion picture or other entertainment related income, earned or received, directly or indirectly, by the artist, as a result of the activities described in paragraph 8.2 above.
- 8.4. THE MANAGEMENT COMPANY (PTY) LTD shall not be entitled to commission from or in connection to any sums paid to or on the artist's behalf for actual recording costs, video production costs, independent record promotion expenses, deficit tour support, sums paid to or on the artist's behalf for third party production costs incurred in connection with the production of television and/or motion picture packages or video performances.
- 8.5. All gross earning herein defined are to be paid directly to the artist's bank account, the details of which shall be supplied to THE MANAGEMENT COMPANY (PTY) LTD on signature of this agreement.
- 8.6. THE MANAGEMENT COMPANY (PTY) LTD shall submit a statement of account to the artist by the last day of each month and the artist shall, on receipt of such a statement from THE MANAGEMENT COMPANY (PTY) LTD, pay the commission due to THE MANAGEMENT COMPANY (PTY) LTD on or before 5th of the following month for monies received during the previous calendar month, directly into THE MANAGEMENT COMPANY (PTY) LTD's bank account, the details of which will be supplied to the artist by THE MANAGEMENT COMPANY (PTY) LTD on signature of this agreement.

9. ACCOUNTING

- 9.1. THE MANAGEMENT COMPANY (PTY) LTD shall maintain complete and accurate books of account in respect of all expenditure by THE MANAGEMENT COMPANY (PTY) LTD which is recoupable from the artist. THE MANAGEMENT COMPANY (PTY) LTD shall be entitled to keep copies of all contracts under which fees or royalties are payable to the artist, and where applicable, all documents under which payments

are made on behalf of the artist, and THE MANAGEMENT COMPANY (PTY) LTD will account to the artist accurately and fairly in respect thereof.

9.2. The artist or his duly appointed qualified accountant will be entitled to inspect and take copies of all accounts maintained by THE MANAGEMENT COMPANY (PTY) LTD relating to the artist's activities, not more than twice in each year upon giving THE MANAGEMENT COMPANY (PTY) LTD no less than 10 days prior written notice.

10. CONFLICT OF INTEREST

10.1. The artist understand that THE MANAGEMENT COMPANY (PTY) LTD is involved in many aspects of the music and entertainment business, and that in some instances some of those may appear to compete or conflict with the artist's career interests. Both parties, accordingly agree that any conduct or activity by THE MANAGEMENT COMPANY (PTY) LTD will not constitute a breach of this agreement or any fiduciary or other duty or obligation created or existing under this agreement.

11. RESOLUTION OF DISPUTES

11.1. Both parties acknowledge that the service provided hereunder are unique, and in order to avoid any disputes that may arise, agree not be deemed to be in default hereunder until and unless, the allegedly defaulting party is given written notice by the aggrieved party, describing the alleged breach or default and then only in the event that the defaulting party thereafter fails for a period of thirty (30) days to cure the alleged breach or default.

11.2. In the event of any disputes under or relating to the terms of this engagement or the performance, breach, validity, construction, interpretation, execution or legality thereof, the prevailing party shall be entitled to recover any and all reasonable attorney's fees and other costs incurred in the enforcement of the terms of this agreement or for the breach thereof.

11.3. This agreement shall be construed in accordance with the laws of the Republic of South Africa, and any action to enforce or interpret the terms hereof shall be brought exclusively in the courts of South Africa.

12. TERMINATION

12.1. Either party shall be entitled, but not obliged, to terminate this agreement, by written notice upon the happening of any of the following services:

12.1.1. The party in breach, failing to remedy a material breach of this agreement within 30 days after receiving a written notice specifying the breach and requiring its remedy. For the purposes of this clause, a breach shall be material if such breach has not been rectified within 30 days from the date of receipt of a written notice, as provided in 11.1 above.

12.1.2. THE MANAGEMENT COMPANY (PTY) LTD failing to provide the artist with the service set out in 5 above, except where such failure occurs and a reasonable explanation which the artist can understand, for a period not exceeding 1 month.

12.1.3. THE MANAGEMENT COMPANY (PTY) LTD being placed under a winding up order or ceasing to trade.

13. ASSIGNMENT

Subject to receiving the prior written approval of the artist, which shall not be unreasonably withheld THE MANAGEMENT COMPANY (PTY) LTD shall have the right to assign this agreement. The artist understands that he/she may not assign any of the duties and obligations imposed upon him/her under this agreement.

14. RELATIONSHIP TO THE PARTIES

This relationship shall not be construed to create a partnership between the parties. It is specifically understood that THE MANAGEMENT COMPANY (PTY) LTD is acting under this agreement as an independent contractor and KMB may appoint or engage any and all other persons, firms or corporations throughout the world in its discretion to perform any and all of the services which THE MANAGEMENT COMPANY (PTY) LTD has agreed to perform hereunder. THE MANAGEMENT COMPANY (PTY) LTD services hereunder are not exclusive and THE MANAGEMENT COMPANY (PTY) LTD shall at any times be free to perform the same or similar services for others as well as engage in any and all other business activities as long as such do not materially conflict with THE MANAGEMENT COMPANY (PTY) LTD obligations hereunder

15. MISCELLANEOUS

15.1. This agreement embodies all the representations, terms and conditions of our agreement, and there is no other collateral agreement, oral or written, between us in any manner relating to the subject matter hereof.

15.2. No alteration, amendment or modification hereof shall be binding unless reduced to writing and signed by both of the parties hereto.

16. LEGAL REPRESENTATION

I acknowledge that I have been advised of my right to nretain independent legal counsel in connection with the negotiation, legal effect and meaning of this agreement, and that I have either done so or knowingly and voluntarily waived such right.

17. SEVERABILITY

If any of this agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make the determination, such decision shall not affect any of the other provision of this agreement and the remaining provisions of this agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.