

ARTIST SERVICES AGREEMENT

THIS AGREEMENT is made on: 27th March 2025

BETWEEN:

- (1) **LIZZY JAGGER** (the “Artist”) C/O TESS Management LTD, 4th Floor, 9-10 Market Place, London, W1W 8AQ; and
- (2) **ACCENTURE (UK) LIMITED** (a company registered in England and Wales under company number 04757301 whose registered office is at 30 Fenchurch Street, London EC3M 3BD) acting as agent for the Client (the “Agency”).

This agreement comprises:
1. These Deal Terms; and
2. Schedule 1 – Terms and Conditions.

BACKGROUND

- (A) The Agency is engaged by the Client to produce the Campaign.
- (B) The Artist will provide the Services to the Agency and the Client in connection with the Campaign, in accordance with the terms and conditions of this agreement.

DEAL TERMS

IT IS AGREED as follows:

Key terms	
Client	JAGUAR LAND ROVER LIMITED (a company registered in England and Wales under company number 1672070 whose registered office is at Jaguar Land Rover Abbey Road, Whitley, Coventry CV3 4LF) including any undertaking which is for the time being: (a) a parent undertaking; (b) subsidiary undertaking; or (c) another subsidiary of the parent undertaking; (each as defined in the Companies Act 2006) in relation to that company.
Agent (if any)	TESS MANAGEMENT acting as Agent for the Artist
Effective Date	The earlier of the date of this agreement and the date on which the Artist first commenced providing the Services.
Brand	RANGE ROVER
Campaign	The advertising and marketing campaign developed by the Agency for the Brand, provisionally entitled RANGE ROVER – 55 YEAR ANNIVERSARY .
Service Day	The period of 10 consecutive hours during a day on which the Artist provides the Services, including 1 Hour lunch break and reasonable rest breaks.
Term	Subject to earlier termination of this agreement in accordance with its terms, the period commencing on the Effective Date and terminating on the expiry of the Usage Period (and any extension thereof).
Fees	
Service Day Fee	£36,000 inclusive of all Agent Fees The Service Day ee shall be payable in the following installments: (a) 100% WITHIN 30 DAYS OF THE FINAL SERVICE DAY
Agent Fees	Included in the Service Day Fee

Usage Fee if Featured	Included in the Service Day Fee
Additional Service Day Fee	Fitting day of a maximum 8 consecutive hours to take place on Friday 14 th March 2025 - £90 per hour inclusive of Agent Fees
Additional Usage Option Fee	£39,600
Overtime	SHOOT DAY OVERTIME RATE: £6,000 (per hour inclusive of Agent Fees) FITTING DAY overtime rate: £135 (per hour inclusive of Agent Fees)
Expenses	The Agency shall arrange (or reimburse the Artist or Artist's Agent for) reasonable expenses properly incurred by the Artist in performing the Services and substantiated by proper evidence of payment, provided that such expenses have been agreed in advance in writing by the Agency. The Agency shall cover all executive ground transportation for Artist and Artist's Agent to and from all on the Service Days.

Payment Terms:

1. All sums payable under this agreement are exclusive of value added tax, which (if applicable) shall be payable by the Agency within **30** days of receipt by the Agency of the Artist's valid VAT invoice via the Artist's Agent for the relevant sum in a form acceptable to the Agency.
2. All fees payable under this agreement are exclusive of value added tax, which (if applicable) shall be payable by the Agency.
3. The Agency shall have the right to deduct and withhold from any and all fees and expenses payable by the Agency pursuant to this agreement all withholding and other taxes (excluding value added tax) and any other payments required to be deducted, withheld and paid by the Agency pursuant to any applicable present or future law or governmental rule or regulation requiring such withholding deduction and payment.
4. All fees payable under this agreement are inclusive of all fees (including any wardrobe, rehearsal, filming, recording, re-recording, post-synchronisation, studio, repeat, use, residual, union and/or barring fees and other monies), excluding value added tax, which might otherwise be or become due and payable to the Artist.
5. The Artist hereby empowers and authorises the Agent to collect and receive all sums payable by the Agency under this agreement and declares that the receipt by the Agent of any sums payable to the Artist shall be a good and valid discharge of the Agency's obligations in respect of such sums.

The Artist shall be responsible for making all deductions from payments and fees received and for performing all acts and making all payments necessary under any applicable legislation in force in the Territory including any income tax, National Insurance and social security contributions and any equivalent, replacement and additional taxes thereof.

Services and Materials

The Artist will make themselves available for a total of **2** Service Days, scheduled for 14th March 2025 for the fitting and **18TH MARCH 2025** for the shoot on which day the Agency shall be entitled but not obliged to require the Artist to attend such location as it may reasonably specify

to perform its services as an Artist in order to create the Materials (collectively the "**Services**").

"**Materials**" refers to all materials required by the Client and Agency to support the Brand and the Campaign

Permitted Usage	
Usage Period	The period of 1 year commencing on the First Air Date
First Air Date	The First Air Date is envisaged to be a date between the Effective Date and 1 May 2025. In the event that there has been no first public broadcast of any Material featuring the Artist by 1 May 2025, the First Air Date will be deemed to be 1 May 2025.
Media	All digital media, Press, PR, OOH, DOOH, POS, Edition, Print Advertising, Excluding Cinema and broadcast.
Territory	Global

This agreement has been executed by or on behalf of each of the parties on the date written at the beginning of this agreement.

SIGNED by
Lizzy Jagger

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)
) **Signed by:**
) *Elizabeth Jagger*
) B9E3ACE42FE945D...

SIGNED by
ACCENTURE (UK) LIMITED
acting by
MICHEAL DE VRIES

)
)
) *Micheal de Vries*
)
)

SCHEDULE 1 – GENERAL TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In these terms, defined words and expressions either have the meanings given to them in the Deal Terms or as follows unless the context requires otherwise:

“Business Day”

a day (other than Saturday, Sunday or public holiday in England) on which clearing banks in the city of London are generally open for business;

“CDPA”

the Copyright, Designs and Patents Act 1988;

“Confidential Information”

any information relating to a party or to the Client which is designated as confidential, by its nature is obviously confidential or ought reasonably to be considered (or is likely to be considered) to be confidential, including the terms of this agreement, the fees payable hereunder, the Materials and the Campaign prior to a relevant First Air Date;

“Deal Terms”

the commercial terms in connection with the Artist's engagement to which these terms are attached;

“Intellectual Property Rights”

all copyright, design rights, trade marks (whether registered or unregistered and all applications for any of the foregoing), Performer's Property Rights, all rights of confidence in information, data or know-how and any other intellectual property rights or proprietary rights of any kind whenever and however arising for the full term thereof and all renewals and extensions thereof;

“Materials”

the advertising and marketing material produced by the Agency and incorporating the product of the Artist's Services hereunder, including all edits, translations or other derivative forms thereof, as more particularly described in the Deal Terms, each individual type of material set out in the Deal Terms being referred to as a **“Material”**;

“Overtime”

time during which the Artist performs the Services for longer than the specified hours on a given Service Day at the Agency's (and/or the Client's) request;

“Performer's Property Rights”

in relation to any and all performances of the Artist contained in the Materials, all those rights specified in section 191A of the CDPA and any analogous or similar rights anywhere in the world;

1.2 In these terms, unless the context otherwise requires:

- (a) references to this agreement are to these terms and the Deal Terms;
- (b) references to clauses are references to the clauses in these terms set out in this Schedule 1;
- (c) the headings to clauses and paragraphs are inserted for guidance only and shall not affect the meaning or interpretation of any part of this agreement;
- (d) a reference to a particular statute, statutory provision, subordinate legislation or EU directive or regulation is a reference to it as it is in force at the date of this agreement, taking into account

any amendment or re-enactment and includes any statute, statutory provision, subordinate legislation or EU directive or regulation which it amends or re-enacts and subordinate legislation (including any rules, orders, regulation or instruments) for the time being in force made under it;

- (e) a reference to any agreement or other document shall be construed as a reference to that agreement or document as from time to time supplemented or amended;
- (f) **“writing”** shall include any methods of reproducing words in a legible and non-transitory form (but not email, fax or any other type of electronic communication);
- (g) words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter and vice versa;
- (h) any reference to **“persons”** or **“person”** shall include natural persons, firms, partnerships, companies, body corporates, corporations, unincorporated associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
- (i) **“including”** means “including, without limitation,” and **“include”** and related expressions such as **“in particular”** shall be construed accordingly; and
- (j) references to a **“party”** or to **“parties”** shall mean a party or parties to this agreement, their successors and permitted assigns.

2 APPOINTMENT

2.1 NOT USED

2.2 In consideration of the Service Day Fee, the Artist shall provide the Services on dates and at times and locations as are reasonably specified by the Agency, subject to the Artist's prior professional commitments as notified to the Agency.

2.3 The Artist agrees and acknowledges that the timing of any Service Day is of the essence, and the Artist shall arrive at the designated locations sufficiently in advance to facilitate the Service Day proceeding in a timely fashion in accordance with any itinerary notified to the Artist by the Agency.

2.4 The Artist hereby agrees and acknowledges that the Fee fully satisfies any obligation for the Agency and the Client to provide equitable remuneration for the rights granted hereunder.

2.5 The Artist shall comply with the Client's policies as notified to the Artist by the Agency (in each case as the Client may update them from time to time).

3 PROVISION OF SERVICES

3.1 The Artist shall:

- (a) co-operate fully with the Agency (and any third parties participating in the creation of the Materials and/or the Campaign);
- (b) use reasonable care and skill in the provision of the Services;

- (c) devote such time and resources as are necessary to provide the Services to the Agency in accordance with this agreement so as to maximise the effectiveness of the Campaign.
- (d) adhere to the date(s) and time(s) agreed for any Service Day.
- 3.2 Without limitation to the provisions of Clause 3.1(d), the Artist shall obtain the Agency's prior written consent before accepting any engagement which may conflict with any provisional arrangements for a Service Day. The Artist must advise the Agency immediately in writing on becoming aware:
 - (a) that the Artist may be unable to perform the Services in accordance with this agreement;
 - (b) of any development that may have a material impact on the Artist's ability to perform the Services in accordance with this agreement; or
 - (c) of any acts committed (or allegedly committed) by the Artist which might adversely affect the Campaign or be detrimental to the reputation of the Client, the Agency or the Brand.
- 3.3 If the Artist is requested to work Overtime, the Artist shall not unreasonably withhold, condition or delay its consent to any such request, provided that the Agency shall pay the Artist for each additional hour of Overtime worked up to a maximum of 12 working hours, in accordance with the Overtime rate specified in the Deal Terms.
- 3.4 If, for any reason it is not possible to complete the Materials in the number of Service Days allotted in the Deal Terms, the Agency shall be entitled, subject to payment of the Additional Service Day Fee, to require the Artist to attend an additional Service Day (subject to the Artist's availability and other professional commitments).
- 3.5 If any Service Day must be cancelled at any time due to adverse weather conditions, or circumstances beyond the reasonable control of either party, the Artist shall provide the Services on alternative date(s) and location(s) as shall be agreed with the Agency in the place of any such cancelled Service Day.
- 3.6 The Artist shall adhere to and comply with all rules of the studios and other locations at which the Artist provides the Services.
- 3.7 The Artist shall co-operate with the Agency (at the sole expense of the Agency) to secure insurance in relation to the Artist if the Agency so decides, and will comply with all reasonable requirements necessary to effect such insurance and obey all reasonable directions of the insurer, including completion of any medical declaration requested by the Agency's insurers as soon as is reasonably practicable, and making itself available for appropriate medical examinations.
- 3.8 The Artist or the Client will not at any time during the Term and for a period of **12** months thereafter do or say anything for whatever reason which is or may reasonably be considered by the other party to be detrimental or prejudicial to the other party and/or, in the Artist's case, in relation to the Brand or which may reasonably be considered by the other party to:
 - (a) affect the commercial reputation or business of either of them;
 - (b) affect the Campaign, or bring any party into disrepute.

- 3.9 Unless otherwise agreed with the Agency in writing, the Artist will maintain its physical appearance as at the Effective Date for the duration of the Term.

4 ALTERNATIVE FORMS

- 4.1 The Artist agrees and acknowledges that the Agency and/or the Client shall be entitled to create cut-downs, edits, translations or other alternative forms of any Material (including by the replacement of the product cutaway and/or tag-line and any modification necessary for the localisation of such Material) and such creation shall not be deemed to be new Material in respect of which the Artist has any entitlement to additional fees.
- 4.2 Whilst the Agency and/or Client agrees to consult with the Artist as to its/their proposed use of the Materials, the Artist acknowledges and agrees that the Agency and/or the Client have the right in their absolute discretion to determine the final form of the Materials incorporated in the Campaign.
- 4.3 Neither the Agency nor the Client is obliged to use the Materials in any way or to exercise any or all of their respective rights hereunder.

5 GRANT OF RIGHTS

- 5.1 In consideration of the Service Day Fee, the Artist shall (to the extent required) grant to the Agency and the Client the right (including without limitation any rental and lending rights) to:
 - (a) use and exploit such Materials as are incorporated by the Agency and/or the Client into the Campaign in the Media during the Usage Period and within the Territory;
 - (b) use the Materials during and after the Term within the Territory for the following non-paid for uses:
 - (i) internal archival purposes; and
 - (c) use the Artist's name, image, voice and likeness in connection with the exploitation by the Agency and the Client of the rights granted under this agreement.
- 5.2 Given the nature of the internet, the parties agree and acknowledge that the Materials may be available online after the Usage Period, and the Artist agrees that the Agency shall not be responsible for removing any Materials from the Agency or the Client's social media or digital channels after the Usage Period, or for any use of the Materials by third parties either during or after the Usage Period. The Agency and Client agree that following the expiry of the Usage Period neither will repost or actively promote the Materials, however for the avoidance of doubt, the Materials will remain on the Client's social media and/or digital channels.
- 5.3 Any paid-for use other than as expressly permitted under this Clause 5 shall be subject to the Agency obtaining the Artist's prior written consent for such use, not to be unreasonably withheld, conditioned or delayed and subject to a good faith reasonable equitable adjustment in the fees.
- 5.4 The Artist shall (to the extent required):
 - (a) assign to the Client with full title guarantee, by way or present assignment of present and future copyright and other rights, all Intellectual Property Rights and all other rights of whatever nature in and to the Materials;

- (b) irrevocably and unconditionally grant and confirm to the Client in respect of the Materials all consents required pursuant to Part II of the CDPA (and all other laws now or in future in force in any part of the world) which may be required for the exploitation by the Agency and the Client of the rights granted under this agreement;
- (c) irrevocably and unconditionally waive (and agree not to enforce) all rights in the Materials to which the Artist is now or may in the future be entitled pursuant to the provisions of sections 77, 80, 84, 205C and 205F of the CDPA and any other moral or equivalent rights to which the Artist may be entitled under any legislation now existing or in future enacted in any part of the world;
- (d) do any and all such acts and execute all such documents consistent with this Clause 5 in such manner and at such locations as may be required by the Agency in order to protect, perfect or enforce any of the rights assigned, granted, licensed or confirmed (or purported to be so assigned, granted, licensed or confirmed) to the Agency and/or the Client under this agreement.

6 WARRANTIES

6.1 The Artist warrants, represents and undertakes to the Agency that:

- (a) the Artist has the right and power to enter into this agreement, and to assign, grant and/or licence (as applicable) the rights herein to the Agency and the Client (or to procure such assignment, grant or licence as applicable), and is not subject to any prior or existing contractual or other obligation that prevents, restricts, limits or in any way affects their respective capacity or ability to perform any of the obligations hereunder;
- (b) the Artist has dual nationality in United Kingdom & United States of America and resides in California (and therefore a "qualifying person" and a "qualifying individual" within the meaning of sections 154 and 206 respectively of the CDPA);
- (c) to the best of their knowledge and belief, the Artist is in such a state of health that it will be able to fulfil its obligations under this agreement;
- (d) to the best of their knowledge and belief, the Artist has not engaged in any hazardous pursuit nor taken any risk the taking of which would invalidate or affect any normal policy of insurance on their life or health effected in connection with the Artist's performance of the Services required hereunder, and the Agency and/or the Client will be able to effect insurance upon the Artist under normal conditions and at normal rates against loss, howsoever caused, arising from the Artist's inability to perform the Services required hereunder;
- (e) save as disclosed in writing by the Artist to the Agency prior to the execution of this agreement, the Artist has not prior to the Effective Date made any statement or done anything or otherwise conducted itself in a manner that has disparaged or adversely affected the promotion

of, or may in the reasonable opinion of the Agency disparage or adversely affect the promotion of, the Client and/or the Brand;

- (f) the Artist is not the subject of any current or pending legal proceedings;
 - (g) the Artist does not have a criminal record of any kind, is not subject to any outstanding criminal investigation and has never received nor been recommended treatment for addiction to drugs, alcohol or gambling;
 - (h) the provision of the Services does not in any way infringe the Intellectual Property Rights or other rights of any third party;
 - (i) the Artist holds a valid United States of America passport and has no restrictions that would prevent them from travelling as contemplated in this agreement.
- 6.2 The Agency acknowledges and agrees that any disclosure made by the Artist pursuant to Clause 6.1(e) shall be treated as Confidential Information in accordance with Clause 8 of this agreement.
- 6.3 The Artist shall indemnify the Agency and the Client and keep the same indemnified against all costs (including reasonable legal costs), claims, expenses and liabilities incurred by the Agency or the Client and arising in connection with any breach of the warranties and obligations under Clause 6.1.

6.4 The Agency warrants, represents and undertakes that:

- (a) it has the right and power to enter into this agreement;
- (b) its performance of its obligations hereunder (including the development, production, distribution and exploitation of the Materials) shall not violate or infringe any rights of any person or entity (including the privacy or publicity rights) and shall not defame the Client or any third party.

7 BARRING NOT USED

8 CONFIDENTIALITY

- 8.1 The parties each acknowledge that whether by virtue of and in the course of this agreement or otherwise, they shall receive or otherwise become aware of Confidential Information relating to the other party, the Client and to this agreement.
- 8.2 Except as provided by clauses 8.3 and 8.4, the parties shall at all times during the continuance of this agreement and after its termination:
- (a) use their reasonable endeavours to keep all Confidential Information and the provisions of this agreement confidential and accordingly not to disclose the provisions of this agreement or any Confidential Information to any other person; and
 - (b) not use any Confidential Information for any purpose other than the performance of their obligations under this agreement.
- 8.3 The provisions of this agreement and any Confidential Information may be disclosed by a party to:
- (a) any bona fide professional adviser to the disclosing party;

- (b) any governmental or other authority or regulatory body; or
 - (c) any employees of that party,
- to such extent only as is necessary for the purposes contemplated by this agreement or as is required by law or binding regulation and subject in each case to the party in question using its reasonable endeavours to ensure that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.
- 8.4 The provisions of this agreement and any Confidential Information may be used by a party for any purpose or disclosed by a party to any other person to the extent only that:
- (a) it is at the date hereof or hereafter becomes public knowledge through no fault of the party in question provided that in doing so the party in question shall not disclose the provisions of this agreement or any Confidential Information which is not public knowledge; and/or
 - (b) it can be shown by the party in question to the reasonable satisfaction of the other parties to have been known to the other person in question prior to it being received by that party.
- 8.5 At any time upon either party's request, the other party shall return or destroy promptly all information and materials, including scripts, records, documents or other materials, embodying any Confidential Information and all copies thereof, which that party may then have in its possession or control.

9 OPTIONS

- 9.1 The Artist agrees that:
- (a) **Option to extend Usage Period:** the Agency shall have an option to extend the Usage Period of any Materials for a further period of twelve months from the day following the last day of the Usage Period upon payment to the Artist of the Additional Usage Option Fee or such shorter number of months as the Agency may require at its sole discretion, upon payment to the Artist of the corresponding proportion of the Additional Usage Option Fee;
 - (b) **Option to extend Term and perform further Services:** the Agency shall have an option to extend the Term for a further period of twelve months from the day following the last day of the Usage Period by service of written notice to the Artist of the exercise of such option by not later than the last day of the Usage Period, subject to payment of the Additional Term Option Fee;
 - (c) **Option to include ATL Print as part of Media (if excluded from Media):** the Agency shall have an option to extend the Media of any Materials to include ATL Print for the remainder of the Usage Period (and any extension thereof) upon payment to the Artist of the Additional ATL Print Usage Option Fee.
- 9.2 During an extension of the Term the Artist shall provide the Services for a second time on dates to be agreed, on the same terms and conditions as this agreement, and Agency shall be entitled but not obliged to continue to exploit the Materials created under this agreement provided that the Additional Usage Option Fee is paid in full.

- 9.3 Notwithstanding the foregoing, the Artist agrees that if the Agency requires, the Artist will enter into negotiations in good faith for the purposes of extending the Term of this agreement to include the provision of additional services, extension of the Usage Period of any Materials and/or for extending the scope of the permitted use of any Material(s) to media not permitted under this agreement. The parties shall use their reasonable endeavours to conclude any such negotiations within no more than seven Business Days.

10 TERMINATION

- 10.1 The Agency shall have the right to terminate this agreement immediately on written notice to the Artist:
- (a) at any time before the first Service Day;
 - (b) if the Artist fails to fulfil any of its obligations under this agreement and, if such breach is capable of remedy, fails to remedy the breach within seven days of the actual receipt by the Artist of a written notice from the Agency identifying the breach and requiring the same to be remedied;
 - (c) if the Artist commits any act which causes the Artist, the Agency, the Client and/or the Brand to be brought into disrepute, contempt, scandal or ridicule, or is otherwise substantially prejudicial to the interests of the Agency, the Client and/or the Brand;
 - (d) if the Artist becomes incapacitated, dies or is otherwise unable to perform its obligations under this agreement;
 - (e) if a termination of this agreement is necessary to meet the requirements of a regulator; or
 - (f) if the Artist is unable to pay its debts as they fall due, or is declared bankrupt.
- 10.2 Without prejudice to the other rights and remedies to which the Agency may be entitled, if the Agency terminates this agreement under Clause 10.1, the Artist will immediately return to the Agency all sums already paid by the Agency and the Agency shall have no further payment obligations that the Artist shall be entitled to retain a pro-rata portion of the Fee based on the number of days that have elapsed between (a) the Effective Date and (b) the date of termination, as a proportion of the Usage Period.
- 10.3 Where the Artist is entitled to retain a pro-rata portion of the Fee in accordance with Clause 10.2, and the sums already paid to the Artist at the date of termination:
- (a) exceed such pro-rata sum, the Artist shall be required to pay the amount of such surplus to the Agency; and
 - (b) are less than such pro-rata sum, the Agency shall pay the balance to the Artist.
- 10.4 Neither termination nor suspension of this agreement shall otherwise affect a party's accrued rights and obligations at the date of termination.
- 10.5 The terms and obligations imposed by the following Clauses shall survive the termination of this agreement for any reason: 3.2(c) (to the extent detailed therein), 5, 6 and 8.

11 NOTICES

- 11.1 Any notice required to be given under this agreement shall be in writing signed by (or by some person duly

authorised by) the person giving it and may be served by delivering it personally or by first class prepaid or registered mail to the address of the relevant party set out at the head of this agreement or to such other address as is notified in writing from time to time by or on behalf of the parties. Any notice so served shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery; or
- (b) in the case of a notice sent by first class prepaid or registered mail, 48 hours after the date of posting.

12 GENERAL

- 12.1 **Remedies:** The Artist agrees and acknowledges that the recovery of damages (if any) would be an appropriate remedy in the event of any breach of this agreement, and that the Artist shall not try to injunct or stop the release or distribution of the Materials.
- 12.2 **Variation:** No variation of this agreement shall be effective unless made in writing and signed by or on behalf of each of the parties.
- 12.3 **Severance:** If at any time any provision of this agreement is or becomes invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severed from this agreement but the validity, legality and enforceability of the remaining provisions of this agreement shall not be affected or impaired thereby.
- 12.4 **Waivers:** A failure by any party to exercise any delay, forbearance or indulgence by any party in exercising any right, power or remedy under this agreement shall not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time or on any subsequent occasion. The single or partial exercise of any right, power or remedy shall not preclude any other or further exercise of that right, power or remedy. No custom or practice of the parties at variance with the terms of this agreement shall constitute a waiver of the rights of any party under this agreement. The rights, powers and remedies provided in this agreement are cumulative and not exclusive of any rights, powers or remedies provided by law.
- 12.5 **Counterparts:** This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same agreement.
- 12.6 **No partnership:** Nothing in this agreement shall constitute or be deemed to constitute a partnership

between any of the parties and none of them shall have authority to bind the others in any way.

- 12.7 **Status:** The Artist acknowledges and agrees that (a) nothing in this Agreement or the Deal Terms should be construed as giving rise to an employment relationship between the Agency and the Artist, and (b) for the purposes of this Agreement, the Artist will have the status of a self-employed person and will not be entitled to any pension, sick pay, holiday, bonus or other benefits not expressly referred to in this Agreement.
 - 12.8 **Contracts (Rights of Third Parties) Act 1999:** The parties acknowledge and agree that this agreement is intended to confer a benefit on the Client, who shall be entitled to enforce its terms accordingly, subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999. No term of this agreement is enforceable by any person not a party to it except as expressly provided in this Clause 12.8.
 - 12.9 **Assignment:** The Artist may not assign, transfer, charge, sub-contract or otherwise dispose of this Agreement or any of its rights or obligations arising hereunder without the prior written consent of the Agency.
 - 12.10 **Entire agreement:** This agreement and any documents referred to in it, or entered into pursuant to it, constitutes the entire agreement and understanding between the parties with respect to the subject matter of this agreement and any other prior agreements between the parties relating to the subject matter of this agreement are hereby terminated and of no further effect and (in relation to such subject matter) supersede all prior discussions, understandings and agreements between the parties and their agents (or any of them) and all prior representations and expressions of opinion by any party (or its agent) to any other party (or its agent).
- ## 13 GOVERNING LAW AND JURISDICTION
- 13.1 The validity, construction and performance of this agreement and any disputes or claims arising under or in connection with this agreement (including non-contractual disputes and claims) shall be governed by the laws of England and Wales.
 - 13.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales for the resolution of any dispute, claim or matter arising under or in connection with this agreement (including non-contractual disputes, claims and matters).