

Wayne Wills
Hull Music Consortia
Strata House,
300 Hawthorne,
Hull,
HU3 5LL. (you)

21 January 2016

Dear Wayne Wills.

HULL MUSIC CONSORTIA – HULL MUSIC CONFERENCE
RESEARCH & DEVELOPMENT

Following our recent discussions, this letter summarizes the agreement between Hull UK City of Culture 2017 of Pacific Exchange, 40 High Street, Hull, HU1 1PS (“**Hull 2017**” ‘we,us’), on the one part and Hull Music Consortia (the “**Company**”, ‘you’) on the other.

We engage you to provide the services set out in Schedule 2 (the “**Services**”) for a period of Research & Development (“**R&D**”) for a new work titled Hull Music Conference, which may form part of the programme for Hull UK City of Culture 2017 (“**City of Culture**”).

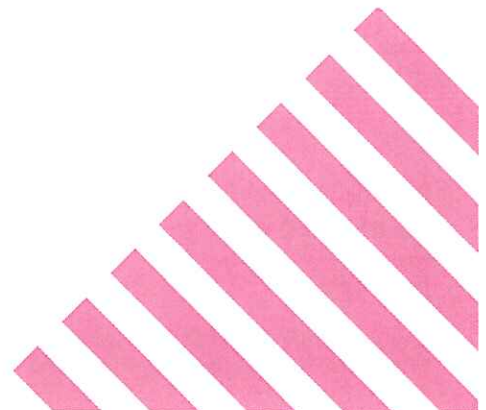
An outline of the Services, fees, expenses and other terms and conditions for the R&D phase is attached to this letter as Schedule 1. A schedule outlining the timeline for the overall project is attached as Schedule 2 and the Hull 2017 Non Disclosure Agreement (“**NDA**”) is attached as Schedule 3. At the end of the R&D phase, appropriate contracts for the full production will be negotiated with the Company in good faith, if it is agreed by both us and you that a full commission is feasible.

Please note that all information relating to this engagement and the overall programme for City of Culture is governed by the NDA and under strict embargo until public announcement which will be led by Hull 2017.

If you are in agreement with the above terms and attached schedules, please sign and return the enclosed copy of this letter and schedules.

We very much look forward to working with you to develop this project.

Pacific Exchange
40 High Street
Hull
HU1 1PS



Yours sincerely,



Sam Hunt
Executive Producer

**SIGNED IN AGREEMENT TO THE ABOVE FOR AND ON BEHALF OF HULL MUSIC
CONSORTIA:**

Signature:

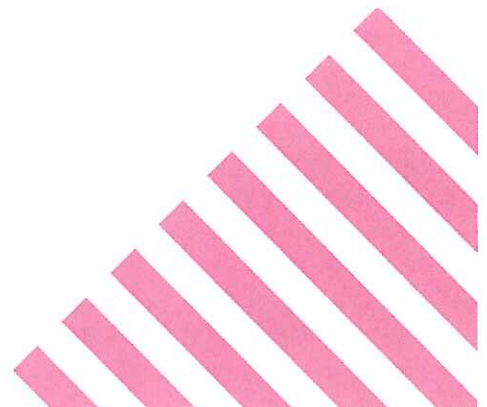


Print Name:

WAYNE WICKS

Date:

10.05.16



SCHEDULE 1 TERMS AND CONDITIONS

FEE

In consideration of the provision of the Services Hull 2017 shall pay the Company a research & development fee of £1000 (One Thousand Pounds Sterling) (the "Fee"). This Fee is a non-returnable advance against any future full commission fee.

Payment of each instalment of the Fee will be made on the below dates provided we have received a valid invoice at least 30 days prior to such date/event which shall include any VAT payable (if applicable). We will make all payments by bank transfer so you need to ensure that bank details are included on all invoices. Failure to provide this information will result in delays to payment.

Payment Schedule:

Amount	Date/Event
£500	On signing of agreement
£500	On delivery of R&D report

The Company warrants and represents to Hull 2017 that the Company is responsible for any taxes, duties, liabilities, costs, expenses and charges of any kind relating to its fees and agrees to indemnify Hull 2017 against any liability arising out of or in connection with any non-payment by the Company of any such taxes, duties, liabilities, costs, expenses or charges.

WARRANTIES

The Company warrants that (i) it is free to enter into this agreement and not under any pre-existing obligations which would prevent or hinder its services (ii) it shall not do or suggest the doing of any action which might be unlawful or infringe the rights of any third party or which might prejudice or damage the reputation of Hull 2017 (iii) any literary, dramatic, musical or artistic work or film, sound recording or broadcast made by the Company (whether alone or jointly with others) as part of the Services shall comply in all respects with UK law and shall not infringe any right of copyright, performers' property rights, moral rights, right of privacy, right of publicity or any other right whatever of any person. (iv) the Company shall be the sole absolute and unencumbered legal and beneficial owner of all rights in and to such copyright work created by the Company during the rendering of the Services and has the right to assign to Hull 2017 the rights granted in the paragraph below headed Intellectual Property.

INTELLECTUAL PROPERTY

All existing and future intellectual property rights in any works created as part of the Services shall belong to the Company.

Pacific Exchange
40 High Street
Hull
HU1 1PS

EXPENSES

Any expenses not listed above must be agreed in writing in advance by Hull 2017. We shall reimburse those expenses agreed in advance within thirty (30) days of receipt of the invoice and all relevant receipts. All costs incurred by the Company in respect of research materials and expenses in respect of the R&D, including but not limited to telephone and mobile bills, wifi and IT, research materials, private rehearsal, insurance, meeting costs, office and postage, are included in the Fee.

CREDITING, CO-COMMISSIONING & CO-PRODUCTION

The Company agrees to credit Hull 2017 for the support for the Project's R&D in all future applications of the work created.

OTHER

No variation to this letter may be made except by the parties mutual written agreement. Hull 2017 reserves the right to contact you after the Project for further information relating to the Project.

The Company has no authority (and shall not hold itself out as having authority) to bind Hull 2017, unless specific permitted in writing in advance.

This letter shall be governed by the laws of England and Wales.

SCHEDULE 2

OUTLINE

In 2017 The Humber Street Sesh will cement itself as a leading new music festival in the UK, a showcase for the best in new talent from across the country and possibly further afield.

The Hull Music Consortia will work with the Humber St Sesh to create a new type of music conference, one specific to the kind of artists that the Sesh supports.

This is not the place to hear from record executives discussing how they got a foothold in the industry this is a conference designed for the new wave of artists and music entrepreneurs gaining knowledge so they are able to define their own scene and control their own careers. and one that helps cement the reputation of The Humber St Sesh as the UK's pre-eminent festival of new and emerging talent.

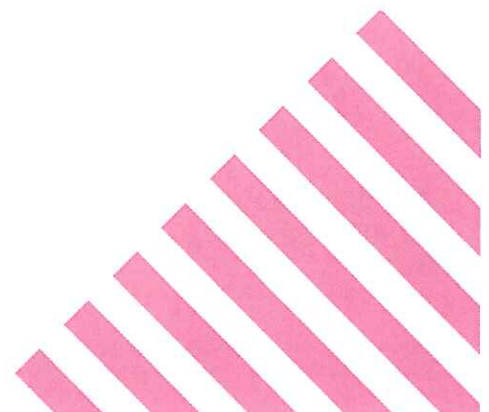
The conference will be one that speaks the same language as the delegates it's aimed at. A conference that is truly reflective of the needs of artists starting out today, responsive of the dynamic shifts in the music industry explaining in simple terms the realities of beginning a career in what is a complex and constantly shifting landscape.

This will be a conference designed for exactly the type of artists who will play The Humber St Sesh, this is where there the new spirit of Punk will be celebrated, the DIY ethos of the digital age, become your own distributor, create your own label manage your own PR, own our own career and and retain all of your income.

For many years there has been a series of revolutions in music creation, distribution and consumption, these will continue to shape an ever evolving industry, this conference will be designed to lead on that conversation and because of that eye on what's next and not what's no wit will be of real value to those attending.

Key to the success of the conference will be ***'approachable experts imparting practical guidance and useful, clear information.'***

Hull will become the place where careers are launched, a mecca for the best new talent in the UK, either to play or prepare for a future facing the constantly changing face of whatever now calls itself the music industry.



Partners

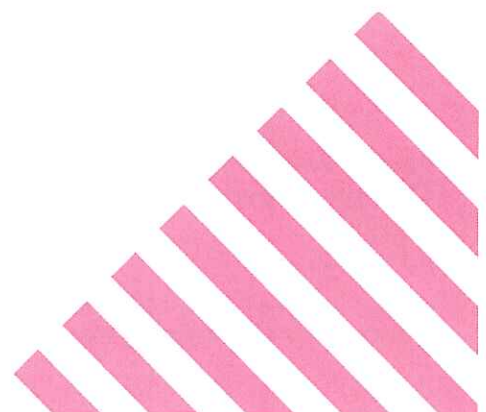
Humber St Sesh, Hull 2017, ACE, PRS Foundation, BBC Introducing, Future Bubblers

SERVICES

During the Research & Development phase the Artist will develop a project plan for the R&D of of the Hull Music Conference.

TIMELINE

Date	Event
12/02/16	Initial Scoping work and project plan in place
26/02/16	Budget agreed and contract for delivery in place



HULL CITY OF CULTURE 2017 LTD NON-DISCLOSURE AGREEMENT

This Agreement is dated 21/01/2016.

PARTIES

- (1) Hull UK City of Culture 2017 Ltd. whose address is at Pacific Exchange, 40 High Street, Hull HU1 1PS ("H2017").
- (2) Wayne Wills, Hull Music Consortia whose address is Strata House, 300 Hawthorne, Hull, HU3 5LL ("Recipient").

together the "Parties"

BACKGROUND

H2017 wishes to disclose certain Confidential Information (as defined below) for the purpose of sharing information regarding Hull 2017 plans and programmes that is not currently in the public domain ("the Purpose") and wishes the Recipient to keep such information confidential. In consideration of the benefits to the Parties of disclosure and receiving the Confidential Information the Parties have agreed to comply with the following terms in connection with the use and disclosure of the Confidential Information.

1. DEFINITIONS

"Confidential Information" means all information (however recorded or preserved) disclosed or made available, by H2017 or its Representatives to the Recipient and its Representatives including but not limited to:

(a) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;

(b) the existence and terms of this Agreement; and

(c) any information that would be regarded as confidential by a reasonable business person relating to the affairs of H2017,

but not including any information that:

(d) is or becomes generally available to the public other than as a result of its disclosure by the Recipient or its Representatives in breach of this Agreement; or

(e) was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a confidentiality agreement with H2017 or otherwise prohibited from disclosing the information to the Recipient; or

(f) was lawfully in the possession of the Recipient before the information was disclosed to it by H2017 as evidenced by written records.

"Representatives" means employees, agents and other representatives of a party.

2. TERMS

- 2.1 The Recipient shall keep the Confidential Information confidential and, except with the prior written consent of H2017, shall:
 - 2.1.1 not use such Confidential Information in any way except for the Purpose;
 - 2.1.2 not disclose such Confidential Information to any third party, except as expressly permitted by this Agreement;
 - 2.1.3 not copy or record such Confidential Information except as necessary for the Purpose (and any such copies and records shall be the property of H2017); and
 - 2.1.4 apply the same security measures and care to such Confidential Information as the Recipient applies to its own confidential information.

2.2 The Recipient may disclose H2017 Confidential Information to those of its Representatives who need to know such Confidential Information for the Purpose, provided that:

2.2.1 it informs its Representatives of the confidential nature of the Confidential Information before disclosure; and

2.2.2 it asserts that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with this Agreement as if they were the Recipient,

and it shall at all times be liable for the failure of any Representative to comply with the terms of this Agreement.


2.3 The Recipient may disclose Confidential Information only to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives H2017 as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 2.3, it takes into

account the reasonable requests of the H2017 in relation to the content of such disclosure.

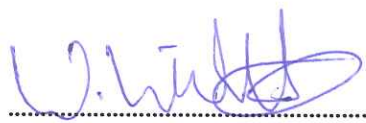
- 2.4 At the request of H2017, the Recipient shall promptly:
 - 2.4.1 destroy or return to H2017 all documents and materials (and any copies) containing or incorporating H2017's Confidential Information;
 - 2.4.2 erase all H2017 Confidential Information from its computer systems to the extent technically possible; and
 - 2.4.3 certify in writing to H2017 that it has complied with the requirements of this Clause 2.4, provided that the Recipient may retain documents and materials to the extent required by law or any applicable governmental or regulatory authority.
- 2.5 Neither party shall make any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority, or by any court or other authority of competent jurisdiction.
- 2.6 H2017 does not make any warranty or representation concerning its Confidential Information.
- 2.7 The disclosure of Confidential Information by H2017 shall not form any offer by H2017 to enter into any further agreement in relation to the Purpose.
- 2.8 Without prejudice to any other rights and remedies it may have, H2017 shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.
- 2.9 The Recipient shall indemnify and keep fully indemnified H2017 at all times against all liabilities, costs (including legal costs on an indemnity basis) expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by H2017 arising from any breach of this agreement by the Recipient and/or the actions or omissions of its Representatives.
- 2.10 The obligations of each party shall, notwithstanding any earlier termination of discussions between the

parties in relation to the Purpose, continue for a period of 5 years from the date of final disclosure of Confidential Information under this Agreement.

- 2.11 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous arrangements between them relating to its subject matter.
- 2.12 The Recipient (and/or its Representatives) acknowledge that all intellectual property rights of whatever nature contained within the Confidential Information are owned by H2017 and/or its licensors and cannot be used by the Recipient, (and/or its Representatives) other than for the Purpose.
- 2.13 No variation of this Agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).
- 2.14 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy.
- 2.15 Except as otherwise provided in this Agreement, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this Agreement or any document referred to in it. This Agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.
- 2.16 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be: (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at the party's address stated at the beginning of this agreement (or such other address as specified by either party to the other in writing); or (b) sent by email to the party's specified email address.
- 2.17 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, joint venture or agency between the parties, nor authorise a party to make or enter into any commitments for or on behalf of the other party.
- 2.18 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

Signed: 
Date: 4.5.16
Name of Signatory: CLAIRE L DRURY
Position: PRODUCING TEAM COORDINATOR.

for and on behalf of Hull 2017

Signed: 
Date: 10.05.16
Name of Signatory: WAYNE WILLIS
Company: yesyesBS.
Position: Client Services Director

for and on behalf of Recipient