

Table of Contents

THE MUSIC BREW	1
ARTIST AGENCY AND PLATFORM SERVICES AGREEMENT	1
PARTIES TO THIS AGREEMENT	1
RECITALS.....	2
ARTICLE 1: SCOPE OF ENGAGEMENT, AGENCY & INDEPENDENT STATUS.....	3
ARTICLE 2: CANCELLATION, RESCHEDULING & LATE ARRIVAL	7
ARTICLE 4: CONDUCT, PROFESSIONALISM & BRAND STANDARDS	16
ARTICLE 6: RECORDING, MEDIA RIGHTS & INTELLECTUAL PROPERTY	21
ARTICLE 7: CONFIDENTIALITY & NON-SOLICITATION.....	24
ARTICLE 8: TERM, TERMINATION & SUSPENSION	27
ARTICLE 10: DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION	33
ARTICLE 11: FORCE MAJEURE.....	35
ARTICLE 12: MISCELLANEOUS PROVISIONS.....	36
EXECUTION.....	38
SCHEDULES	38

THE MUSIC BREW

ARTIST AGENCY AND PLATFORM SERVICES AGREEMENT

Agreement Reference Number: TMB-ARTIST-[YYYY]-[XXXX] **Date of Execution:** [Date]
Effective Date: [Date]

PARTIES TO THIS AGREEMENT

PARTY 1: THE MUSIC BREW (hereinafter referred to as “TMB” or “the Company”), acting in the capacity of the Artist’s agent as set out in clause 1.3 **Trade License Number:** 17007758 **Registered Address:** FDBC4643, Compass Building, Al Shohada Road, AL Hamra Industrial Zone-FZ, Ras Al Khaimah, United Arab Emirates

Email: artist@themusicbrew.com

Authorized Signatory: Vrushank Dhyanesh Bhatt, Founder and CEO

PARTY 2: THE ARTIST (hereinafter referred to as “Artist”), who appoints TMB as the Artist’s agent on the terms of clause 1.3 and who contracts with Clients as principal

Full Legal Name: [Artist Full Name as per Emirates ID]

Emirates ID Number: [XXX-XXXX-XXXXXXXX-X]

Date of Birth: [DD/MM/YYYY]

Nationality: [Nationality]

Residential Address: [Full UAE Address]

Mobile Number: +971 [XXXXXXXXXX]

Email Address: [artist@email.com]

Bank Account Details: - Bank Name: [Bank Name] - Account Number: [Account Number] - IBAN: [IBAN Number] - SWIFT Code: [SWIFT Code]

Artist Stage/Professional Name: [Stage Name]

Primary Instrument/Specialty: [e.g., Vocalist, Guitarist, Tabla Player]

Secondary Instruments (if any): [List]

Band Leader (if applicable): Yes / No — see clause 1.2.7

RECITALS

WHEREAS:

- A.** TMB operates a digital platform connecting verified musicians with clients seeking live music performances for private events, home concerts, wellness sessions, and professional recording services within the United Arab Emirates, with TMB acting as the Artist’s agent and not as the provider of the performance;
- B.** TMB offers four primary service modules: **Vibers** (solo/duo artists), **BandAura** (curated bands), **SoulBrew** (therapeutic sound healing), and **BrewReel** (professional live recording services);
- C.** The Artist possesses professional musical skills and has undergone TMB’s verification process, including identity verification, performance quality assessment, and background checks (collectively, “TrueMark Verification”);
- D.** The Artist wishes to contract directly with Clients for the supply of live performance and related musical services (the “Artist Services”), and to appoint TMB as the Artist’s agent for the purpose of promoting the Artist, concluding those contracts in the Artist’s name and collecting payment on the Artist’s behalf; and the Artist acknowledges that they are an independent principal and not an employee of TMB;

E. Both parties wish to establish clear terms governing their relationship, performance standards, payment terms, intellectual property rights, and dispute resolution mechanisms in accordance with UAE Federal Law;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1: SCOPE OF ENGAGEMENT, AGENCY & INDEPENDENT STATUS

1.1 Nature of Relationship

1.1.1 Independent Principal, not a Contractor to TMB: TMB does not engage the Artist to provide services to TMB. The Artist is an independent principal who contracts directly with Clients for the Artist Services, and TMB acts as the Artist's agent in concluding those contracts, as set out in clause 1.3. The Artist is not an employee, partner, joint venturer, worker, sub-contractor or agent of TMB. Nothing in this Agreement shall be construed to create an employment relationship. TMB is the Artist's agent; the Artist is not TMB's agent, and the Artist has no authority to bind TMB.

1.1.2 No Employment Benefits: The Artist acknowledges and agrees that they are not entitled to: (a) Employment benefits including health insurance, end-of-service gratuity, or pension; (b) Paid leave, sick leave, or annual leave; (c) Work injury compensation under UAE Labour Law; (d) Any other benefits typically provided to employees under UAE law.

1.1.3 Tax Obligations: The Artist is solely responsible for all tax obligations arising from income earned through Bookings concluded by TMB as the Artist's agent, including but not limited to personal income tax (if applicable in Artist's home country), and compliance with UAE tax regulations, including value added tax where the Artist is or becomes registered. TMB is not responsible for withholding taxes on the Artist's behalf unless legally required to do so under UAE law. See also clause 3.7 (VAT and Invoicing).

1.1.4 Legal Status Confirmation: The Artist represents and warrants that they: (a) Are legally authorized to work as a freelance performer in the UAE; (b) Hold a valid UAE residence visa or freelance permit issued by the UAE Government; (c) Comply with all applicable laws, regulations, and licensing requirements of the Department of Economy and Tourism (DET), Dubai Culture & Arts Authority (if applicable), or equivalent regulatory bodies in other Emirates; (d) Are not in violation of any visa restrictions or work permit limitations.

1.1.5 Right to Engage Other Clients: The Artist retains the right to perform services for other clients, platforms, or venues, provided such engagements do not: (a) Violate the Non-Solicitation provisions in Article 7; (b) Compete directly with TMB during Bookings concluded through the Platform; (c) Utilize TMB Confidential Information or client relationships.

1.1.6 No Exclusivity (with Exceptions): This Agreement is non-exclusive except as specifically restricted in Article 7 (Non-Solicitation). The Artist may register with other platforms or agencies, provided they honor all Bookings confirmed through the Platform.

1.2 Services to be Provided

1.2.1 Performance Services: The Artist agrees to provide live musical performances to Clients under Bookings concluded by TMB as the Artist's agent under clause 1.3 and confirmed through the TMB Platform, including but not limited to: (a) **Vibers Module:** Solo or duo performances at private homes, villas, or Client-specified venue; (b) **BandAura Module:** Ensemble or band performances as a member of a TMB-curated band; (c) **SoulBrew Module:** Therapeutic and meditative music sessions using calming instruments; (d) **BrewReel Module:** Performances recorded for cinematic video production, either for Client memory capture or Artist promotional content.

1.2.2 Preparation and Setup: (a) The Artist shall arrive at the Event location **at least 2 (two) hours before the Scheduled Performance Time** for equipment setup, soundcheck, and coordination with TMB's event crew. (b) Late arrival reductions apply as per Article 2.4. (c) The Artist is responsible for bringing all personal instruments and any specialized equipment required for their performance unless otherwise specified in Schedule A. (d) TMB will provide standard sound reinforcement equipment (microphones, speakers, mixing console) to the Client as part of the TMB Services, unless the Artist requires specialized equipment. Such equipment is supplied by TMB to the Client under TMB's own contract with the Client and not to the Artist.

1.2.3 Performance Standards: (a) The Artist shall perform to a professional standard consistent with their audition/portfolio materials submitted during TrueMark Verification. (b) Performances shall adhere to the agreed genre, theme, repertoire, and vibe specified in the Event brief agreed with the Client and recorded in the Booking Confirmation. (c) The Artist shall perform for the full contracted duration (typically 60 or 90 minutes as specified in the Booking Confirmation), including an appropriate break if the duration exceeds 60 minutes. (d) Encores or extensions beyond the contracted duration require Client request, Artist consent, and Platform-confirmed payment for the "Extra 30 Minutes" add-on service. The Artist's obligation as to performance standards is owed to the Client under the Booking; TMB gives the Client no warranty as to the standard of the Artist Services.

1.2.4 Communication and Coordination: (a) The Artist shall maintain open communication with TMB's Event Coordinator assigned to each booking, who receives and transmits Client communications as the Artist's agent. (b) Any changes to availability, technical requirements, or concerns about an Event must be communicated immediately to TMB.

1.2.5 BrewReel Participation: (a) If a Client books a BrewReel recording in addition to a live Event, the Artist consents to being filmed and recorded as per Article 6 (Recording and Media Rights). (b) If the Artist books a BrewReel Artist Package for their own promotional purposes, the terms of Article 6.5 (BrewReel Artist Package Rights) shall apply.

1.2.6 On-Demand Bookings: (a) An “On-Demand Booking” is a Booking confirmed at short notice in accordance with TMB’s On-Demand service as offered on the Platform from time to time, being a minimum of 5 (five) hours before the Scheduled Performance Time. (b) Participation is voluntary. The Artist may elect to be included in TMB’s On-Demand availability pool through the Artist Dashboard, and may withdraw from the pool at time of weekly update of calendar. Declining an offered On-Demand Booking is not a cancellation under clause 2.3 and shall not result in any penalty, fee reduction, rating adjustment or other adverse consequence. (c) On acceptance, the On-Demand Booking becomes a confirmed Booking and the Artist is bound by all obligations under this Agreement in respect of it, save as modified by clause 1.2.6(d). (d) Arrival. For On-Demand Bookings the Artist shall arrive at the Venue at the time notified by TMB when the Booking is offered, which shall be not less than 60 (sixty) minutes before the Scheduled Performance Time. Clause 1.2.2(a) does not apply to On-Demand Bookings, and the arrival tiers in clause 2.4 shall be measured against the arrival time notified under this clause rather than against the two-hour period in clause 1.2.2(a). (e) The Artist acknowledges that On-Demand Bookings are confirmed against real-time availability and that TMB gives no assurance as to the number or frequency of On-Demand Bookings that may be offered.

1.2.7 Band Bookings and the Band Leader: (a) For a BandAura Booking, the Booking Confirmation names the **Band Leader** as the contracting Artist. (b) The Band Leader contracts with the Client as principal for the whole band, is responsible to the Client for the acts and omissions of each band member, and is responsible for engaging and paying the other members. (c) TMB acts as agent for the Band Leader only, and does not contract with, employ or engage the individual band members. (d) TMB’s curation of bands under the BandAura module is a verification and presentation function performed as agent, and does not make TMB the supplier of any performance.

1.3 Appointment of TMB as Agent; Booking Contracts

1.3.1 The Artist appoints The Music Brew FZ-LLC (“TMB”) as the Artist’s agent, on a non-exclusive basis, to promote the Artist on the Platform; to receive and present booking requests; to accept Bookings on the Artist’s behalf within the Artist’s Base Fee and availability calendar; to conclude Booking contracts between the Artist and Clients in the Artist’s name; and to collect the Client’s payment on the Artist’s behalf (the “Agency Services”).

1.3.2 Each confirmed Booking is a contract for the Artist Services between the Artist, as service provider and principal, and the Client. TMB concludes that contract solely as the Artist’s disclosed agent and is not a party to it, except in respect of the TMB Services described in clause 1.3.6. Nothing in this Agreement makes the Artist an agent of TMB or authorises the Artist to bind TMB.

1.3.3 Scope of Authority. TMB is authorised by the Artist, acting as the Artist’s agent and within the limits of this clause, to:

- (a) present the Artist, the Artist's profile and the Artist's specialty to Clients on the Platform;
- (b) accept Bookings and issue Booking Confirmations, at or above the Base Fee and within the Artist's published availability;
- (c) collect the Client's payment, including the Base Fee, cancellation compensation and the On-Demand Service Payment, on the Artist's behalf;
- (d) cancel a Booking on the Artist's behalf where this Agreement or the Client Terms and Conditions provide for cancellation, including where the TMB Services cannot be delivered, where the Artist fails to attend, or on the instruction of the Client under the published cancellation policy;
- (e) agree a reschedule of a Booking on the Artist's behalf within the parameters of the published rescheduling policy and the Artist's availability;
- (f) receive, investigate and settle Client complaints concerning the Artist Services on the Artist's behalf, and agree a reduction in the fee the Client owes the Artist in settlement, up to a maximum of the value of the Booking to which the complaint relates;
- (g) issue refunds and Wallet credits to the Client out of sums held on the Artist's behalf, to the extent required by the published cancellation, rescheduling and refund policies; and
- (h) issue booking documentation, receipts and invoices in accordance with clause 3.7, and provide the NOC template and supporting information to the Client and to building management.

1.3.4 TMB shall not, without the Artist's written consent: (a) accept a Booking below the Base Fee, except where the Artist has given standing authority under clause 3.4.4; (b) commit the Artist to a date or time marked unavailable on the Artist Dashboard; (c) give any warranty on the Artist's behalf beyond the Booking Confirmation; or (d) settle a Client complaint for an amount exceeding the value of the Booking. By joining the On-Demand availability pool under clause 1.2.6, the Artist authorises TMB to accept On-Demand Bookings on the Artist's behalf while the Artist is shown as available.

1.3.5 TMB's remuneration for the Agency Services is the platform charge and service charge paid by the Client in addition to the Base Fee. Except for reductions and set-offs expressly permitted by Article 2 and clause 3.3, no commission is deducted from the Base Fee, and the Artist is entitled to 100% of it, together with the On-Demand Service Payment where applicable.

1.3.6 Separately from the Agency Services, TMB provides sound, lighting, setup, crew, TrueMark verification, VIP Concierge, Event Reel and Client support in its own name and as principal (the "TMB Services"). The TMB Services are TMB's own, and this clause does not make TMB liable for the Artist Services.

1.3.7 Collection and Duty to Account. (a) TMB collects the Client's payment as the Artist's agent. Payment by the Client to TMB discharges the Client's obligation to pay the Base Fee to the Artist. TMB shall pay the Artist in accordance with clause 3.2. (b) Sums collected by TMB from a Client on the Artist's behalf are the Artist's property from the moment of receipt, are recorded as held on the Artist's account, and do not form part of TMB's revenue. (c) TMB shall provide the Artist, for each Booking, with a statement showing the amount collected from the Client in respect of the Artist Services, any amount applied, reduced or withheld and the basis for it, and the net amount remitted to the Artist. (d) The Artist may request a reconciliation of sums held on the Artist's behalf at any time, and TMB shall provide it within 10 business days. (e) TMB's obligation to account for and remit sums collected on the Artist's behalf is not subject to the liability cap in clause 9.1.1.

1.3.8 Disclosure of the Agency to Clients. TMB shall ensure that the Artist is identified by name to the Client on the Platform before the Client books, at checkout, in the Booking Confirmation and on the Client's receipt, and that the Client is informed that TMB contracts as the Artist's disclosed agent and that the contract for the performance is with the named Artist.

1.3.9 Formation of the Booking. A Booking is formed, and the contract between the Artist and the Client comes into existence, when TMB issues the Booking Confirmation naming the Artist. Funds received from the Client before that moment are held by TMB as the Client's money; from that moment the Artist's fee is held by TMB on the Artist's behalf. On-Demand Bookings are formed on instant confirmation.

1.3.10 Priority. If any provision of this Agreement, the Client Terms and Conditions, the Platform or any other TMB document conflicts with this clause 1.3 on how the relationship between TMB, the Artist and the Client is characterised, **this clause 1.3 prevails.**

ARTICLE 2: CANCELLATION, RESCHEDULING & LATE ARRIVAL

2.1 Client Cancellation (After Booking Confirmation)

Where a Client cancels a confirmed Booking, the cancellation compensation set out below is payable by the Client to the Artist under the Booking, and is collected and remitted by TMB as the Artist's agent. Amounts retained by TMB on a Client cancellation under the Client Terms and Conditions are TMB's own charges for the TMB Services and the agency function and are separate from the Artist's cancellation compensation.

2.1.1 Within 24 Hours before Event: Cancellation less than 24 hours before the Event: (a) The Artist shall receive **50% of the agreed Base Fee** as cancellation compensation. (b) Payment to the Artist will be processed within **48 hours** of cancellation confirmation.

2.1.2 More Than 24 Hours before Event: Cancellation more than 24 hours before the Event: (a) The Artist shall receive **20% of the agreed Base Fee** as cancellation compensation. (b) Payment to the Artist will be processed within **48 hours** of cancellation confirmation.

2.1.3 Cancellation Upon Artist/TMB Crew Arrival: If a Client cancels the Event after the Artist and TMB crew have arrived at the venue: (a) The Artist shall receive **70% of the agreed Base Fee** as cancellation compensation. (b) This provision applies even if the cancellation is due to Client-side issues (e.g., noise complaints, missing NOC, change of mind).

2.1.4 Cancellation of On-Demand Booking: (a) Where the Client cancels the Event within two hours after booking, no On-Demand Service Payment is payable to the Artist, and clause 2.1.1 applies to the Base Fee. (b) Where the Client cancels the Event more than two hours after booking, the Artist shall receive the On-Demand Service Payment in full, together with the Base Fee in accordance with clause 2.1.3.

2.2 Cancellation by TMB

2.2.1 Authority. Where the Event cannot proceed because TMB is unable to deliver the TMB Services, or for regulatory or force majeure reasons, TMB may cancel the TMB Services and may, acting as the Artist's agent under the authority in clause 1.3.3(d), cancel the Booking on the Artist's behalf. TMB does not cancel in its own right as a party to the Booking. The Client receives a full refund in accordance with the Client Terms and Conditions.

2.2.2 Artist Compensation. (a) Where the cancellation is for regulatory or force majeure reasons, or where TMB gives more than 24 hours' notice, no fee is payable to the Artist. (b) Where the cancellation is caused by TMB's own operational failure arising at the time of the Event or less than 2 hours before it, TMB shall pay the Artist **100% of the agreed Base Fee** as compensation for TMB's failure. That payment is made **from TMB's own funds**, as compensation for TMB's breach of its obligations in respect of the TMB Services, and is not a payment out of Client funds held on the Artist's behalf. (c) Payment to the Artist will be processed within **48 hours** of cancellation notification.

2.2.3 For the avoidance of doubt, clause 2.2.2(b) prevails over clause 2.2.2(a) where the cancellation arises from TMB's operational failure at the time of the Event or within 2 hours of it.

2.3 Artist Cancellation (After Booking Confirmation)

2.3.1 Consequences of Artist Cancellation: If the Artist cancels a confirmed Event after Booking Confirmation has been issued: (a) **No payment** shall be made to the Artist for the cancelled Event. (b) The Artist's **rating on the Platform will be reduced** by one full star (e.g., 5.0 → 4.0). (c) The Artist shall owe TMB liquidated damages equal to **20% of the Base Fee for each of the next 2 (two) Events**, which the Artist expressly authorises TMB to recover by set-off against sums held on the Artist's behalf in respect of those Events. TMB shall apply the sums so recovered towards the replacement Artist's bonus under clause 2.3.2 and the Client's compensation under the Client Terms and Conditions, and shall account to the Artist for any balance in accordance with clause 3.3.6. (d) Repeated cancellations (2 or more within a 6-month period) may result in suspension or, in accordance with clause 8.2.1(e), removal from the TMB Platform.

2.3.2 Alternative Artist Reward: If TMB, acting as agent, concludes a replacement Booking with an alternative Artist to fulfil the Event, that alternative Artist shall receive a **5% bonus** in addition to their Base Fee for that Event, payable by TMB and funded from the liquidated damages recovered under clause 2.3.1(c).

2.3.3 Emergency Cancellations: If the Artist cancels due to: (a) Documented medical emergency provided by the Dubai Health Authority (DHA) or the Ministry of Health and Prevention (MoHAP) (hospital admission, severe illness requiring doctor's certificate); (b) Death of an immediate family member (parent, spouse, child, sibling); (c) UAE government restrictions preventing travel or performance; (d) Force majeure events (natural disasters, civil unrest, pandemics) —

TMB may, at its sole discretion, waive or reduce the consequences outlined in Article 2.3.1, provided the Artist: (i) Notifies TMB **immediately** upon becoming aware of the emergency; (ii) Provides supporting documentation (medical certificates, death certificates, government notices, etc.) within **48 hours**.

Emergency cancellations remain subject to TMB's assessment and approval. False claims of emergency will result in immediate contract termination and potential legal action.

2.3.4 On-Demand Booking Cancellation: If the Artist cancels an On-Demand Booking after acceptance, no On-Demand Service Payment is payable and the consequences in clause 2.3.1 apply.

2.4 Artist Late Arrival

2.4.1 Grace Period (0-30 Minutes): (a) Arrival up to **30 minutes after the required 2-hour pre-event arrival time** is considered acceptable. (b) No reductions apply.

2.4.2 Minor Delay (30-60 Minutes): (a) Arrival **30-60 minutes late** is considered a buffer period. (b) **No financial reduction** applies, but the incident is logged in the Artist's record. (c) Repeated minor delays (more than 3 in a 3-month period) may result in rating reduction or suspension.

2.4.4 Severe Delay (More Than 60 Minutes): (a) Arrival **more than 60 minutes late** results in a **10% reduction** in the Artist's Base Fee, being a reduction in the fee the Client owes the Artist under the Booking. (b) TMB may, acting as the Artist's agent under clause 1.3.3(d), cancel the Booking on the Artist's behalf and offer the Client an alternative Artist from the Platform. (c) If the Client accepts an alternative Artist, a **new Booking** is concluded between the Client and that Artist; the late Artist receives **no payment** for the cancelled Booking and is subject to the same consequences as a cancellation (Article 2.3.1). (d) If no alternative Artist is available and the Event proceeds with the late Artist, the 10% reduction applies. For the avoidance of doubt, TMB does not substitute one Artist for another under the same Booking.

2.4.5 No-Show (Failure to Arrive): If the Artist fails to arrive at the Event location and does not notify TMB: (a) This is treated as an **Artist Cancellation** and all consequences in Article 2.3.1 apply. (b) Additionally, the Artist's account may be immediately suspended pending investigation. (c) TMB may pursue legal remedies for breach of this Agreement and damages caused, and the Client may pursue its own remedies against the Artist under the Booking.

2.4.6 Traffic and Transportation Delays: (a) The Artist is solely responsible for planning travel routes and departure times to arrive on schedule. (b) Traffic congestion, public transport delays, or other transportation issues do **not** constitute valid excuses for late arrival. (c) The Artist is advised to depart early and account for potential delays, especially during peak hours or UAE public holidays.

2.5 Force Majeure Cancellations

2.5.1 Definition: A Force Majeure Event excuses non-performance of obligations under this Agreement if it is beyond the reasonable control of the affected party.

2.5.2 Notification Requirement: (a) The affected party must notify the other party **immediately** (within 24 hours) of the Force Majeure Event. (b) Notification must include details of the event, expected duration, and steps being taken to mitigate its impact.

2.5.3 Financial Implications: (a) If a Force Majeure Event prevents an Event from occurring, the Client receives a **100% refund**, funded from the sums held, including the Artist's fee. (b) The Artist receives **no payment** if the Event does not occur due to force majeure. (c) No penalties apply to either party.

2.5.4 UAE Government Restrictions: If UAE authorities impose restrictions (e.g., pandemic lockdowns, curfews, gathering bans) that prevent the Event: (a) TMB will notify all parties immediately. (b) Clients receive full refunds. (c) Artists are not compensated but are not penalized. (d) TMB will make reasonable efforts, as agent, to conclude rescheduled Bookings for affected Events.

2.6 Artist-Initiated Rescheduling

2.6.1 Prohibition: Artists may **not** unilaterally reschedule confirmed Events except in cases of documented emergencies as defined in Article 2.3.3.

2.6.2 Request Process: If an Artist anticipates a conflict with a confirmed Event: (a) The Artist must notify TMB **immediately**, no later than **24 hours before the Event**. (b) TMB will assess the situation and may, acting as agent: (i) conclude a replacement Booking with an alternative Artist at no cost to the Client; (ii) request the Client to reschedule; or (iii) require the Artist to fulfil the original Booking or face the consequences in clause 2.3.1. ##
ARTICLE 3: PAYMENT TERMS AND CHARGES

3.1 Fee Structure

Base Fee: The Artist's standard performance fee ("Base Fee") is set forth in **Schedule A** attached to this Agreement and varies based on: (a) Performance duration (60 minutes or 90 minutes); (b) Artist experience level and platform rating. The Base Fee is set by the Artist, is payable by the Client under each Booking, and is presented to Clients by TMB as the Artist's agent. TMB's own charges to the Client (the platform charge and service charge) are additional to the Base Fee and are itemised separately to the Client at checkout.

3.2 Payment to Artist

3.2.1 Payment Timeline: TMB shall remit to the Artist, out of the Client funds held by TMB on the Artist's behalf, the Artist's Base Fee within **24-48 hours** after successful Event completion and Client confirmation.

3.2.2 Client Confirmation Requirement: (a) Payment is released to the Artist only after the Client confirms satisfactory service through the TMB Platform. (b) If the Client does not provide feedback within **24 hours** of Event completion, the system automatically confirms the Event as successful, and payment is released to the Artist. (c) If the Client files a complaint (Article 3.5), payment may be held pending investigation and resolution, subject to clause 3.3.7.

3.2.3 Payment Method: (a) Payments are made via **bank transfer** to the Artist's registered bank account (details provided in the preamble of this Agreement). (b) The Artist is responsible for ensuring accurate and up-to-date banking information. (c) TMB is not liable for payment delays or errors caused by incorrect bank details provided by the Artist.

3.2.4 Payment Currency: All payments are made in **United Arab Emirates Dirhams (AED)** unless otherwise agreed in writing.

3.2.5 No Cash Payments: (a) Artists are **strictly prohibited** from accepting cash payments directly from Clients. (b) All payments must flow through the TMB Platform, where they are collected by TMB as the Artist's agent. (c) Violation of this provision is a material breach and grounds for immediate contract termination.

3.2.6 Holding of Client Funds: Sums collected from Clients in respect of the Artist Services are held by TMB on the Artist's behalf, are recorded as held on the Artist's account, are not treated as TMB's revenue, and are remitted in accordance with this Article. Sums collected from Clients in respect of TMB's own charges and the TMB Services are TMB's own funds.

3.3 Reductions and Set-Off

The Artist authorises TMB, acting as the Artist's agent, to apply the following to the amount otherwise due to the Artist. Reductions under clauses 3.3.1 and 3.3.2 are reductions in the fee the Client owes the Artist under the Booking, agreed by TMB on the Artist's behalf in settlement of a Client's claim. Amounts under clauses 3.3.3 and 3.3.4 are sums the Artist

owes TMB, which the Artist expressly authorises TMB to recover by set-off against sums held on the Artist's behalf.

3.3.1 Late Arrival Reductions: As outlined in Article 2.4: (a) 10% reduction for delays exceeding 60 minutes.

3.3.2 Client Complaints: If a Client files a valid complaint regarding: (a) Performance quality substantially below the standard represented in the Artist's profile; (b) Failure to perform agreed repertoire or adhere to the Event brief; (c) Unprofessional conduct (rudeness, intoxication, inappropriate behavior); (d) Equipment damage caused by the Artist's negligence

TMB may, after investigation and acting within the authority in clause 1.3.3(f): (i) agree a reduction of up to **50% of the Artist's Base Fee** for moderate issues; (ii) withhold up to **100% of the Artist's Base Fee** for severe breaches.

3.3.3 Damage to TMB Equipment: (a) If the Artist damages TMB-provided sound equipment due to negligence or misuse, the repair or replacement cost is a sum owed by the Artist to TMB and may be recovered by set-off against sums held on the Artist's behalf. (b) Normal wear and tear is not penalized. (c) The Artist may dispute damage claims through the process outlined in Article 9.

3.3.4 Artist Cancellation Liquidated Damages: As outlined in Article 2.3.1(c), an Artist who cancels a confirmed Event owes TMB liquidated damages of **20% of the Base Fee for each of the next 2 Events**, recoverable by set-off and applied in accordance with clause 2.3.1(c).

3.3.5 Tax Withholding (If Applicable): (a) TMB will deduct and remit taxes only if legally required under UAE law or applicable tax treaties. (b) Currently, UAE does not impose personal income tax on individuals, but this may change. Artists are responsible for monitoring tax law developments.

3.3.6 Application and Accounting. Any amount reduced, withheld or set off under this clause 3.3 shall be applied in the following order: **first**, to any refund or compensation due to the Client under the affected Booking; **second**, to TMB's documented losses and costs arising from the Artist's breach, quantified and notified to the Artist in writing; and **any balance shall be released to the Artist** within 14 days of the conclusion of the relevant investigation or appeal. No amount reduced or withheld under this clause is retained by TMB as profit, and TMB shall provide the Artist with a statement showing how each amount has been applied.

3.3.7 Longstop on Withholding. Sums held on the Artist's behalf shall not be withheld for longer than 30 days from the date the complaint or dispute is notified to the Artist, or, where an appeal is made under Article 10.3, 14 days from the final internal decision, whichever is later. On expiry, any sum not applied under clause 3.3.6 shall be released to the Artist.

3.4 Add-On Services and Charges

3.4.1 Extra 30 Minutes: Where a Client purchases the “Extra 30 Minutes” add-on during an Event: (a) The Artist’s fee for the extension is **25% of the Base Fee** (e.g., AED 250 of an AED 1,000 Base Fee), payable by the Client under the Booking and collected by TMB as the Artist’s agent. (b) The balance of the price of the add-on is **TMB’s own extension charge**, being consideration for the additional crew time, equipment hire and sound coverage required to run the extended period, and is itemised separately to the Client at checkout in accordance with clause 6.5.5 of the Client Terms and Conditions. It is not a commission on, or a deduction from, the Artist’s fee. (c) The Artist **must consent** to the extension; Artists are not obligated to perform beyond the contracted time if they have other commitments.

3.4.2 VIP Concierge Booking: This service (event planning, décor, seating arrangements) is a TMB Service supplied by TMB to the Client in its own name. Artists receive their standard Base Fee with no additional compensation for VIP Concierge bookings.

3.4.3 Highlight Clips (BrewReel Add-On): If a Client adds “Highlight Clips” to an Event booking: (a) The filming and editing is a TMB Service and the revenue is TMB’s own. (b) The Artist consents to being recorded as per Article 6.

3.4.4 Bulk Booking Authority and Discounts: (a) The Artist may give TMB standing authority, through the Artist Dashboard, to offer the Artist at a Base Fee reduced by **7%** per Event for qualifying bulk Bookings of three Events. (b) Where that authority is given, clause 1.3.4(a) does not prevent TMB from accepting such Bookings. (c) The Artist may withdraw the authority at any time by notice through the Artist Dashboard, without affecting bulk Bookings already accepted. (d) Any further discount offered to the Client is borne by TMB out of its own charges.

3.4.5 On-Demand Service Payment: (a) In addition to the Base Fee, the Artist shall receive AED 250 (two hundred and fifty UAE Dirhams) for each On-Demand Booking that the Artist accepts and performs (the “On-Demand Service Payment”), in recognition of the short notice at which such Bookings are fulfilled. The On-Demand Service Payment is a premium element of the Artist’s fee, payable by the Client as part of the On-Demand premium disclosed to the Client at booking, and collected by TMB as the Artist’s agent. (b) The On-Demand Service Payment is a separate payment and does not form part of the Base Fee. Where this Agreement expresses an entitlement as a percentage of, or by reference to, the Base Fee, the On-Demand Service Payment is excluded from that calculation. (c) Payment is made together with the Base Fee in accordance with clause 3.2.1 and is subject to the same conditions for release set out in clause 3.2.2. (d) Reductions. Where a reduction or withholding is properly applied to the Base Fee under clause 3.3.2 (Client complaints), the same percentage shall be applied separately to the On-Demand Service Payment for that Booking.

3.5 Dispute Resolution for Payment Issues

3.5.0 Attribution of Complaints

3.5.0.1 Before applying any reduction or withholding under clause 3.3.2, TMB shall determine, on the evidence and applying clause 3.5.1A, whether the matter complained of is attributable to: (a) the Artist Services; (b) the TMB Services; (c) an act or omission of the Client or a guest, or the condition of the Venue; or (d) more than one of these, in which case TMB shall determine the proportion attributable to each.

3.5.0.2 TMB shall record the attribution and its reasons in writing and provide them to the Artist with the notice under clause 3.5.1(a) or, where attribution is determined later, with the decision.

3.5.0.3 No reduction for TMB's own failures. No reduction, withholding or set-off shall be applied to the Artist's fee to the extent that the matter complained of is attributable to the TMB Services, to TMB's crew or equipment, or to any act or omission of TMB. Any refund, credit or compensation due to the Client in respect of such a matter is borne by TMB from its own funds.

3.5.0.4 Independent determination. Where the Artist disputes the attribution in writing within 5 business days of receiving it, and the amount at stake exceeds AED 5,000, either party may require the attribution to be determined by an independent third party agreed between them, or failing agreement nominated by DIAC, whose determination of attribution alone shall be final. The costs of that determination shall be borne by TMB unless the determination substantially upholds TMB's original attribution.

3.5.1 Client Complaint Process: If a Client files a complaint: (a) TMB notifies the Artist within **24 hours** and provides details of the complaint. (b) The Artist has **48 hours** to respond with their side of the story, supporting evidence (photos, videos, witness statements), and any relevant documentation. (c) TMB investigates the matter, reviewing: (i) Client feedback and evidence; (ii) Artist response; (iii) TMB coordinator's on-site observations; (iv) Any available recordings or documentation. (d) TMB renders a decision within **6 business days**. TMB conducts this process as the Artist's agent under clause 1.3.3(f); the decision concludes TMB's internal process and does not affect the Client's rights against the Artist or the Artist's rights against the Client under the Booking.

3.5.1 A Standard of Investigation and Decision. In exercising the authority in clause 1.3.3(f), TMB shall: (a) act in good faith and with reasonable care and skill, and in the Artist's best interests so far as consistent with TMB's obligations to the Client; (b) give the Artist a fair opportunity to respond before making a decision, and consider the Artist's response and evidence; (c) base its decision on the evidence available to it, and not on the commercial convenience of any particular outcome; (d) record its reasons in writing and provide them to the Artist with the decision; and (e) not agree any reduction or settlement that exceeds what TMB reasonably considers the Client's claim to be worth.

3.5.2 Payment Hold: (a) If a complaint is filed, TMB may hold the Artist's funds until the matter is resolved, subject to clause 3.3.7. (b) If the complaint is found to be baseless, the Artist receives **100% of their fee**. (c) If the complaint is valid, reductions apply as per Article 3.3.2 and are applied in accordance with clause 3.3.6.

3.5.3 Shared Attribution. Where clause 3.5.0.1(d) applies, the amount of any refund, credit or compensation due to the Client shall be borne by the Artist and by TMB in the proportions determined under clause 3.5.0, and TMB shall bear its own proportion from its own funds. TMB may, acting as the Artist's agent, agree the settlement with the Client on that basis.

3.5.4 Appeal Process: The Artist may appeal TMB's decision by submitting a written appeal with new evidence within **7 days** of the decision. TMB's senior management reviews the appeal and issues a final decision within **10 business days**. If still dissatisfied, the Artist may invoke arbitration as per Article 10.

3.5.4A : Where the Artist's appeal concerns an attribution under clause 3.5.0, or otherwise concerns the conduct of TMB or the TMB Services, (a) the appeal shall be considered by a person who was not involved in the delivery of the Event or in the original decision; and (b) the Artist is not required to exhaust the internal appeal process before proceeding under Article 10.2 or Article 10.4.

3.6 Refund Processing

3.6.1 Timeline: All refunds to Clients funded out of sums held on the Artist's behalf under this Article 3 shall be processed within **7-10 business days** from the date of cancellation or refund approval.

3.6.2 Refund Method: (a) **Original Payment Method:** Refunds will be issued to the bank transfer or payment method used, subject to processing fees and delays imposed by payment gateways. (b) TMB is not responsible for delays caused by third-party payment processors or banks.

3.7 VAT and Invoicing

3.7.1 Separate Supplies. For tax purposes there are two separate supplies: the Artist Services, supplied by the Artist to the Client under the Booking; and the TMB Services and the Agency Services, supplied by TMB in its own name. TMB accounts for value added tax on its own charges and the TMB Services only, and not on the Base Fee or other elements of the Artist's fee.

3.7.2 Artist's VAT Position. The Artist is responsible for its own VAT position in respect of the Artist Services, including registration where the Artist's taxable turnover exceeds the mandatory registration threshold under Federal Decree-Law No. 8 of 2017. The Artist shall notify TMB within 14 days if it becomes registered for VAT, and shall provide its Tax Registration Number.

3.7.3 Documentation. TMB shall issue booking documentation, receipts and invoices that TMB as the supplier of the TMB Services, with the TMB's charges itemized separately. TMB shall not issue a tax invoice in its own name in respect of the Base Fee.

ARTICLE 4: CONDUCT, PROFESSIONALISM & BRAND STANDARDS

4.1 Professional Conduct Requirements

The Artist agrees to maintain the highest standards of professionalism at all times when performing under a Booking concluded through the Platform. Specifically:

4.1.1 Punctuality: (a) Arrive at least **2 hours before Scheduled Performance Time** for all Events. (b) Notify TMB immediately if any delay is anticipated.

4.1.2 Respectful Communication: (a) Communicate courteously and professionally with Clients, TMB coordinators, and crew members. (b) Address Client requests politely, even if declining (e.g., song requests outside the Artist's repertoire). (c) Refrain from argumentative, defensive, or confrontational behavior.

4.1.3 Preparation: (a) Arrive fully prepared with instruments tuned, equipment tested, and repertoire rehearsed. (b) Conduct soundcheck efficiently to minimize Client disruption.

4.1.4 Adaptability: (a) Be flexible with minor Client requests (e.g., adjusting setlist order, volume adjustments). (b) Collaborate with TMB crew on technical setup and troubleshooting.

4.1.5 Client Experience Focus: (a) Engage with the audience appropriately (warm introductions, acknowledgment of special occasions). (b) Create a memorable experience that encourages positive reviews and repeat bookings.

4.2 Attire and Appearance

4.2.1 Cultural Appropriateness: Given the UAE's cultural context, the Artist must: (a) Dress modestly and professionally. **Revealing or offensive clothing is strictly prohibited.** (b) Avoid attire with political, religious, or controversial symbols or messages. (c) Ensure clothing is clean, neat, and appropriate for the Event type.

4.2.2 Event-Specific Dress Code: (a) Clients may specify a dress code. (b) The Artist must adhere to such requests or decline the booking in advance. (c) Failure to comply with a clearly communicated dress code may result in a reduction under clause 3.3.2.

4.3 Performance Content Standards

4.3.1 Prohibited Content: The Artist shall **not** perform, speak, or include any content that: (a) Contains **abusive, vulgar, or offensive language**; (b) Includes **explicit sexual references or innuendo**; (c) Promotes **political agendas, political figures, or political commentary**; (d) References **religious topics in a divisive or proselytizing manner**; (e) Advocates **violence, discrimination, or hate** based on race, nationality, religion, gender, or any other protected characteristic; (f) Violates **UAE laws**, including but not limited to: (i) UAE Cybercrime Law (Federal Decree-Law No. 34 of 2021); (ii) UAE Penal Code (Federal

Decree-Law No. 31 of 2021 amended); (iii) UAE laws on defamation, public morality, and decency.

4.3.2 Culturally Sensitive Performance: (a) The Artist acknowledges that the UAE is a multicultural society with diverse audiences (Emirati, Arab, South Asian, Western, etc.). (b) Performances should be inclusive and respectful of all cultures and backgrounds. (c) When performing traditional or cultural music, do so authentically and respectfully.

4.3.3 Song Selection: (a) The Artist may suggest song repertoire but must defer to Client preferences where reasonable. (b) If a Client requests a song the Artist is uncomfortable performing (e.g., due to explicit lyrics), the Artist should politely explain and offer alternatives.

4.3.4 Improvisation and Banter: (a) Light, positive banter and audience interaction are encouraged. (b) Avoid controversial jokes, political commentary, or any remarks that could offend.

4.4 Substance Use Prohibition

4.4.1 Zero Tolerance Policy: The Artist is **strictly prohibited** from: (a) Consuming **alcohol** before or during any Event; (b) Using **illegal drugs or controlled substances** at any time in connection with Events; (c) **Smoking or vaping** (including e-cigarettes) in Client homes or Event venues unless explicitly permitted by the Client in a designated area; (d) Performing under the influence of any substance that impairs judgment, coordination, or performance quality.

4.4.2 Consequences of Violation: Violation of Article 4.4.1 will result in: (a) **Immediate removal** from the Event (TMB coordinator has authority to require the Artist to leave); (b) **Withholding of all payment** for the Event, applied in accordance with clause 3.3.6; (c) **Suspension or permanent ban** from the TMB Platform; (d) **Legal action** if the Artist's conduct causes harm, property damage, or violates UAE law; (e) **Liability for damages:** The Artist is fully liable for any damages, injuries, or losses caused by impaired performance.

4.4.3 Prescription Medications: (a) If the Artist takes prescription medication that may affect performance, they must: (i) Notify TMB in advance; (ii) Confirm they are fit to perform safely; (iii) Provide a doctor's note if requested. (b) TMB reserves the right, as agent, to decline Bookings on the Artist's behalf if the Artist's condition poses a safety risk.

4.5 Client Contact Restrictions

4.5.1 Prohibition on Direct Client Contact: (a) The Artist is **strictly prohibited** from sharing personal contact details (phone number, email, social media handles, WhatsApp, etc.) with Clients or Event guests. (b) All Client communication must be conducted through the TMB Platform's messaging system or via TMB coordinators, who receive and transmit it as the Artist's agent.

4.5.2 Rationale: This restriction protects both the Artist and TMB by: (a) Preventing direct solicitation (violation of Article 7 - Non-Solicitation); (b) Ensuring proper documentation of

all communications; (c) Preserving TMB's platform and service charges, which are its remuneration for the Agency Services and the TMB Services; (d) Protecting the Artist from inappropriate Client demands or harassment outside the Platform.

4.5.3 Consequences of Violation: (a) **First offense:** Written warning. (b) **Second offense:** 30-day suspension from the Platform. (c) **Third offense:** Permanent termination of this Agreement and potential legal action for damages equal to 100% of the Event value.

4.5.4 Permitted Interactions: (a) Light conversation during the Event (e.g., discussing song requests, Event atmosphere) is permitted and encouraged. (b) If a Client asks for the Artist's contact details, the Artist must politely decline and direct them to book future Events through the TMB Platform.

4.6 Equipment and Property Care

4.6.1 TMB Equipment: (a) The Artist shall handle all TMB-provided equipment (microphones, speakers, cables, mixers, etc.) with reasonable care. (b) Report any malfunctions or damage immediately to the TMB coordinator. (c) Do not attempt to repair TMB equipment; only TMB technicians are authorized to perform repairs.

4.6.2 Client Property: (a) The Artist must respect Client property and ensure: (i) Instruments and equipment are placed on **safe, clean, dry surfaces**; (ii) No damage to floors, walls, or furniture from equipment placement; (iii) Cables are routed safely to prevent tripping hazards; (iv) No food or drinks are placed near electronic equipment. (b) If accidental damage occurs, the Artist must: (i) Notify TMB and the Client immediately; (ii) Cooperate with damage assessment; (iii) Accept financial responsibility if the damage was caused by the Artist's negligence. The Artist's liability for damage to Client property is owed to the Client under the Booking.

4.6.3 Pets and Children: (a) Be mindful of pets and children in Client homes. (b) Avoid placing equipment in areas where pets or young children could cause damage or injury. (c) If a pet or child causes equipment damage, this is generally not the Artist's fault unless the Artist ignored clear warnings.

4.7 Breach of Conduct

4.7.1 Investigation Process: If TMB receives a complaint regarding the Artist's conduct: (a) TMB will notify the Artist and request a written explanation within **48 hours**. (b) TMB may interview the Client, Event guests, and TMB coordinators. (c) TMB may review any available video or audio recordings (with consent).

4.7.2 Consequences of Conduct Violations: Depending on severity, TMB may: (a) **Warning:** Documented warning with no financial consequence (for minor issues). (b) **Fee reduction:** Reduction of up to **50% of the Event fee**, applied under clause 3.3.2 and accounted for under clause 3.3.6 (for moderate issues). (c) **Suspension:** Temporary removal from Platform (7-30 days) for serious violations. (d) **Termination:** Permanent removal and contract termination for: (i) Substance use violations; (ii) Harassment, discrimination, or abusive behavior; (iii) Illegal activity; (iv) Repeated conduct violations.

4.7.3 Right to Appeal: The Artist may appeal any decision through the process outlined in Article 10.3. ## ARTICLE 5: DATA ACCURACY, VERIFICATION & COMPLIANCE

5.1 Accurate Information Requirement

5.1.1 Truthful Representation: The Artist represents, warrants, and covenants that all information provided to TMB is **accurate, complete, and truthful**, including: (a) **Personal Information:** Full legal name, date of birth, nationality, contact details, residential address; (b) **Identification Documents:** Emirates ID number, passport number, visa details; (c) **Work Authorization:** UAE residence visa, freelance permit, or other legal authorization to perform paid work in the UAE; (d) **Banking Details:** Bank name, account number, IBAN, SWIFT code; (e) **Performance Credentials:** Instruments played, genres, experience level, previous performance venues; (f) **Media Samples:** Audio recordings, video clips, photographs accurately representing the Artist's current skill level. The Artist acknowledges that TMB presents this information to Clients as the Artist's agent, and that the Artist is responsible to the Client for its accuracy.

5.1.2 Prohibition on False Information: The Artist shall **not** submit: (a) Fake, forged, or altered identification documents; (b) Falsified performance videos (lip-syncing to another artist's recording, using heavily edited studio recordings to misrepresent live performance ability); (c) Incorrect or fraudulent banking details; (d) Misrepresented credentials (claiming awards, qualifications, or experience not genuinely held).

5.1.3 Consequences of Fraud: Submission of false or misleading information constitutes **fraud and material breach** of this Agreement and will result in: (a) **Immediate contract termination** without notice; (b) **Withholding and application of sums held**, in accordance with clause 3.3.6 and clause 8.2.2(c); (c) **Permanent removal** from the TMB Platform; (d) **Legal action:** TMB may report the Artist to UAE authorities (Dubai Police, Dubai Economy Department) and pursue civil or criminal remedies under: (i) UAE Penal Code (Federal Decree-Law No. 31 of 2021) - fraud provisions; (ii) UAE Cybercrime Law (Federal Decree-Law No. 34 of 2021) - electronic fraud; (iii) Any other applicable UAE laws.

5.2 TrueMark Verification Process

5.2.1 Initial Verification: Before the Artist is approved to accept Bookings on the TMB Platform, TMB conducts the following verification steps:

(a) Identity Verification: (i) Emirates ID document scan (front and back); (ii) Passport scan (bio page); (iii) Selfie holding Emirates ID (to prevent identity theft).

(b) Work Authorization Verification: (i) UAE residence visa page showing visa type and sponsor; (ii) Freelance permit (if applicable) issued by Dubai Economy or equivalent authority; (iii) Confirmation that the Artist is legally permitted to perform paid work in the UAE.

(c) Performance Quality Assessment: (i) Video audition: The Artist submits 2-3 video clips (minimum 60 seconds each) showcasing different songs/styles; (ii) Audio samples (if applicable for studio-recorded reference); (iii) Live audition (in-person or virtual) with TMB's team.

(d) Background Screening: (i) Reference checks (previous venues, bands, music schools); (ii) Online reputation review (social media, previous client reviews); (iii) Criminal background check (if legally permissible and with Artist consent); (iv) Blacklist cross-check (ensuring the Artist has not been banned from other platforms or venues for misconduct).

TrueMark Verification is a verification and presentation function performed by TMB as the Artist's agent. It is not a warranty by TMB to the Client as to the quality of the Artist Services, and it does not make TMB the provider of any performance.

5.2.2 Ongoing Verification: (a) TMB reserves the right to **re-verify the Artist's credentials at any time**, especially if: (i) The Artist's visa status changes; (ii) There are complaints about performance quality deterioration; (iii) TMB suspects identity fraud or credential falsification. (b) Artists must notify TMB within **7 days** of any changes to: (i) Residence visa (renewal, cancellation, change of sponsor); (ii) Contact information (phone, email, address); (iii) Banking details.

5.2.3 Re-Verification Compliance: (a) If TMB requests updated documents for re-verification, the Artist must provide them within **12 days**. (b) Failure to comply may result in: (i) Suspension of the Artist's profile (no new Bookings accepted on the Artist's behalf); (ii) Cancellation, by TMB as agent, of pending Bookings if the Artist cannot prove legal work authorization; (iii) Contract termination if non-compliance persists beyond 30 days.

5.3 Work Authorization and Legal Compliance

5.3.1 UAE Legal Status: The Artist represents and warrants that they: (a) Hold a **valid UAE residence visa** that permits paid employment or freelance work; (b) Are **not in violation** of any visa restrictions; (c) Comply with all requirements of the **UAE Labour Law** (Federal Decree-Law No. 33 of 2021), **Dubai Economy freelance regulations**, and any other applicable laws.

5.3.2 Visa Expiry Notifications: (a) If the Artist's UAE residence visa is set to expire, they must notify TMB at least **30 days in advance**. (b) If the visa is not renewed, TMB will: (i) Cease accepting new Bookings on the Artist's behalf 10 days before expiry; (ii) Allow the Artist to fulfill already-confirmed Bookings (if legal); (iii) Suspend the Artist's profile upon visa expiry until a new visa is provided.

5.3.3 Visa Cancellation: If the Artist's visa is cancelled: (a) The Artist must notify TMB **immediately** (within 48 hours). (b) TMB will, as agent, cancel all future Bookings and offer affected Clients alternative Artists. (c) The Artist forfeits payment for any Events they cannot legally fulfill. (d) This Agreement terminates automatically upon visa cancellation unless the Artist obtains a new valid visa within **30 days**.

5.4 Update Obligations

5.4.1 Timely Updates: The Artist must update their TMB profile and notify TMB in writing (via email to support@themusicbrew.com) within **7 days** of any changes to: (a) Full legal name (due to marriage, legal name change); (b) Contact details (phone number, email address, residential address); (c) Banking information (bank account, IBAN); (d) Visa status (renewal, cancellation, change of sponsor); (e) Musical capabilities (new instruments

learned, genres added); (f) Availability (long-term unavailability due to travel, personal commitments, etc.); (g) VAT registration status, in accordance with clause 3.7.2.

5.4.2 Failure to Update: If the Artist fails to update critical information and this results in: (a) Payment failures (due to incorrect bank details); (b) Inability to contact the Artist (due to outdated phone/email); (c) Legal issues (due to expired visa) — TMB is **not liable** for any resulting damages, and the Artist remains bound by this Agreement's obligations.

5.5 Right to Verify

5.5.1 TMB's Verification Rights: TMB reserves the right, at any time and without prior notice, to: (a) Request updated copies of the Artist's Emirates ID, visa, passport, or freelance permit; (b) Conduct video calls to verify the Artist's identity; (c) Attend the Artist's performances to assess quality and conduct; (d) Contact references or previous clients/venues; (e) Review the Artist's social media profiles to ensure alignment with TMB's brand values.

5.5.2 Artist Cooperation: The Artist agrees to cooperate fully with all reasonable verification requests. Refusal to cooperate may result in suspension or termination.

5.6 Data Protection

5.6.1 Separate Controllers. Where TMB discloses Client personal data to the Artist for the purpose of performing a Booking, the Artist receives that data as an independent controller in its own right under Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data, and not as a processor acting on TMB's behalf.

5.6.2 Artist Obligations. The Artist shall: (a) process Client personal data only for the purpose of performing the Booking; (b) keep it secure and confidential in accordance with Article 7; (c) not retain it after the Booking is completed other than as required by law; and (d) notify TMB within 48 hours of becoming aware of any loss or unauthorised disclosure of Client personal data.

5.6.3 Disclosure for Enforcement. TMB may disclose the Client's full contact details to the Artist where reasonably required for the Artist to exercise or defend rights under the Booking, and shall notify the Client where it does so.

ARTICLE 6: RECORDING, MEDIA RIGHTS & INTELLECTUAL PROPERTY

6.1 Performance Recording Rights

6.1.1 TMB's Right to Record: The Artist grants TMB a **non-exclusive, royalty-free, worldwide, perpetual license** to: (a) **Record** all performances (video and audio) for quality control, dispute resolution, and archival purposes; (b) **Photograph** the Artist during Events for marketing materials; (c) **Use recordings and photographs** for TMB's business purposes, including: (i) TMB website and mobile app portfolio galleries; (ii) Social media marketing; (iii) Promotional videos and advertisements; (iv) Press releases and media kits; (v) Internal training and quality assurance.

6.1.2 Artist Consent: By signing this Agreement, the Artist consents to being recorded during all Events booked through the Platform. If the Artist has any concerns about specific recordings, they must raise them with TMB before the Event. Recording at an Event is additionally subject to the Client's consent under the Client Terms and Conditions.

6.2 Ownership of Performance Content

6.2.1 Live Performance - Performer's Rights: (a) The Artist retains **copyright ownership** of their live musical performance as a **performer's right** under UAE Copyright Law (Federal Decree-Law No. 38 of 2021 on Copyrights and Neighboring Rights). (b) This means the Artist has the right to be identified as the performer and to object to distortions or derogatory treatments of their performance.

6.2.2 Musical Compositions - Copyright Ownership: (a) If the Artist performs **original compositions** (songs written by the Artist), the Artist retains full copyright ownership of the musical composition and lyrics. (b) If the Artist performs **cover songs** (compositions written by others), the Artist does not own the underlying composition; copyright belongs to the original songwriter/composer.

6.2.3 TMB's Recording Ownership: (a) TMB retains **copyright ownership** of the **recording itself** (the specific video/audio capture, editing, and production) as the **producer of the recording**. (b) This means TMB owns the rights to the recorded version of the performance (the specific video file, edited footage, color grading, audio mixing, etc.), while the Artist retains performer's rights.

6.3 Permitted Uses by TMB

6.3.1 Marketing and Promotion: TMB may use recordings and photographs of the Artist for: (a) **Portfolio showcase** on the TMB website and app (showing sample performances to potential Clients); (b) **Social media content**; (c) **Advertising** (using Artist's performance in paid ads on Google, Meta, YouTube); (d) **Press materials** (including performance clips in media kits sent to journalists, bloggers, influencers).

6.3.2 No Additional Payment for Marketing Use: (a) The Artist acknowledges that TMB's marketing use of performance recordings forms part of the Agency Services for which TMB is remunerated by the platform charge and service charge paid by the Client, and **does not entitle the Artist to additional payment**. (b) Promoting the Artist to prospective Clients is the core of the Agency Services and benefits the Artist through increased exposure and booking volume.

6.4 Restrictions on TMB's Use

6.4.1 Prohibited Commercial Exploitation: TMB shall **not**, without the Artist's separate written consent: (a) Sell or license the Artist's performance recordings to third parties for commercial use (e.g., selling videos to stock footage libraries, licensing to advertisers); (b) Release the Artist's performances as commercial products (e.g., selling "live albums," distributing recordings on Spotify/Apple Music); (c) Use the Artist's likeness for endorsements or sponsorships unrelated to TMB's services.

6.4.2 Revenue-Generating Use: If TMB wishes to commercially exploit a recording beyond standard marketing (e.g., creating a “TMB Best Performances” album for sale), TMB must: (a) Obtain the Artist’s **written consent**; (b) Negotiate a **revenue-sharing agreement** (typically 50% to Artist, 50% to TMB, subject to negotiation); (c) Secure any necessary third-party licenses (e.g., mechanical licenses for cover songs).

6.5 BrewReel Artist Package - Ownership and Rights

When an Artist books a **BrewReel Artist Package** (recording session for the Artist’s own promotional use), TMB supplies that package to the Artist in its own name as principal, and the following terms apply:

6.5.1 Artist Ownership of Performance: (a) The Artist owns the **performance** and the **right to the content** of the recording (what was performed). (b) The Artist may use the recording for: (i) **Promotional purposes:** EPKs, websites, social media, portfolios; (ii) **Commercial use:** Submitting to venues, festivals, booking agents, record labels; (iii) **Monetization:** YouTube ad revenue, Spotify/Apple Music distribution, selling recordings.

6.5.2 TMB Ownership of Production: (a) TMB retains copyright to the **production** of the BrewReel (cinematography, editing, color grading, audio mixing, visual effects). (b) This means the Artist **cannot**: (i) Remove TMB’s watermark or credit; (ii) Re-edit the raw footage without TMB’s permission; (iii) Claim the video production as their own work.

6.5.3 Mandatory Credit: When the Artist shares or distributes the BrewReel, they must include the credit: “**Produced by The Music Brew**” or “**Video by The Music Brew**”: (a) In video descriptions (YouTube, social media); (b) On websites where the video is embedded; (c) In press materials or EPKs.

Failure to credit TMB is a breach of this Agreement and may result in: (i) Takedown requests for uncredited uses; (ii) Withholding of future BrewReel services; (iii) Legal action for copyright infringement.

6.5.4 Royalty on High Revenue: (a) If the Artist generates **revenue exceeding AED 30,000** from monetizing the BrewReel, the Artist agrees to pay TMB a **2% royalty** on revenue above AED 30,000. (b) The Artist must report such revenue to TMB within **30 days** of reaching the AED 30,000 threshold and remit payment within **60 days**.

6.5.5 Third-Party Licensing: (a) If the Artist licenses or sells the BrewReel to a third party for more than AED 10,000, the Artist must: (i) Notify TMB in writing within **14 days**; (ii) Share **5% of the licensing fee** with TMB (since TMB produced the video).

6.5.6 TMB’s Use of Artist BrewReel: (a) TMB may use the Artist’s BrewReel for TMB’s own marketing purposes (showcasing BrewReel service quality). (b) If TMB uses the BrewReel in a paid advertisement that generates revenue for TMB, the Artist is **not** entitled to additional compensation.

6.6 Copyright Infringement - Cover Songs

6.6.1 Artist's Responsibility: If the Artist performs **cover songs** (musical compositions written by others): (a) The Artist warrants that they have the right to perform such songs publicly. (b) For most private home events, public performance licenses are not required (personal use exemption). (c) However, if a Client requests a **commercial recording** of a cover song (e.g., for YouTube monetization), the **Client and Artist** are responsible for securing mechanical licenses and sync licenses from the copyright holder.

6.6.2 TMB's Non-Liability: (a) TMB is **not responsible** for securing music licenses for cover songs. (b) TMB assumes the Artist and Client have the necessary rights to perform and record cover songs. (c) The Artist agrees to **indemnify TMB** (Article 9) for any copyright infringement claims arising from the Artist's unauthorized use of copyrighted music. Because the performance is supplied by the Artist to the Client under the Booking, responsibility for performance rights rests with the Artist as principal.

6.7 Moral Rights

6.7.1 Respect for Moral Rights: TMB agrees to: (a) **Attribute** the Artist's performance where commercially reasonable; (b) Not make **derogatory edits** that distort or misrepresent the Artist's performance.

6.7.2 Artist's consent: The Artist consents to TMB making reasonable edits, crops and excerpts of performance recordings for marketing purposes, and agrees not to object to such uses on the basis of moral rights. The Artist agrees that attribution in montage or compilation content may be given collectively rather than individually. Nothing in this clause operates as an assignment or waiver of the Artist's moral rights, which the parties acknowledge are inalienable under UAE law.

ARTICLE 7: CONFIDENTIALITY & NON-SOLICITATION

7.1 Confidential Information — Definition

7.1.1 What is Confidential: "Confidential Information" includes all non-public information disclosed by TMB to the Artist or learned by the Artist through their engagement with TMB, including: (a) **Client Information:** Names, addresses, phone numbers, email addresses, event details, preferences, family information, financial information; (b) **Business Information:** TMB's pricing strategies, charging structures, artist payment rates, profit margins, cost structures; (c) **Proprietary Technology:** TMB Platform source code, algorithms, database structures, user interface design; (d) **Artist Roster:** Names and contact details of other Artists on the TMB Platform; (e) **Marketing Strategies:** TMB's marketing plans, target demographics, advertising budgets, partnership deals; (f) **Trade Secrets:** Any information that gives TMB a competitive advantage and is not publicly known.

7.2 Obligations of Confidentiality

7.2.1 Non-Disclosure: The Artist agrees to: (a) **Keep all Confidential Information strictly confidential** and not disclose it to any third party without TMB's prior written consent; (b) **Use Confidential Information only** for the purpose of performing under Bookings concluded through the Platform; (c) **Protect Confidential Information** with the same degree of care the Artist uses to protect their own confidential information (but no less than reasonable care).

7.2.2 Specific Prohibitions: The Artist shall **not**: (a) Share Client names, addresses, or contact details with anyone outside TMB; (b) Disclose TMB's pricing, charging rates, or payment structures to other Artists, platforms, or competitors; (c) Use knowledge of TMB's Client base to solicit Clients for the Artist's independent services or for competing platforms; (d) Copy, photograph, or download TMB's proprietary materials for personal use or distribution.

7.2.3 Duration of Confidentiality Obligation: (a) The confidentiality obligations in this Article 7.2 survive the termination of this Agreement and continue **indefinitely** for trade secrets. (b) For non-trade-secret Confidential Information, the obligation continues for **5 years after termination** of this Agreement.

7.2.4 Artist's Login details: The Artist must not provide, share or discuss his/her login details with any other artists.

7.3 Non-Solicitation of Clients

7.3.1 Prohibition Period: The Artist agrees that for **12 months following any Event** booked through the TMB Platform, the Artist shall **not**, directly or indirectly: (a) **Solicit** the Client for private bookings outside the TMB Platform; (b) **Accept work** from the Client if the Client approaches the Artist directly (the Artist must redirect the Client to book through TMB); (c) **Encourage or suggest** to the Client that they book the Artist privately to avoid TMB's platform and service charges.

7.3.2 Rationale: This restriction is reasonable and necessary to protect TMB's legitimate business interests because: (a) TMB invests significant resources in Client acquisition (marketing, platform development, verification) and it is TMB that introduces the Client to the Artist; (b) TMB provides the infrastructure and the agency function that enable the Artist-Client contract to be made; (c) Without this protection, Artists could use TMB as a lead-generation service and then contract directly, depriving TMB of the platform and service charges that are its sole remuneration for the Agency Services and the TMB Services.

7.3.3 Permitted Interactions: This restriction **does not** prohibit: (a) The Artist from accepting Bookings from the **same Client** through the TMB Platform multiple times (encouraged); (b) The Artist from working with Clients they **knew independently before TMB** (provable through documentation); (c) The Artist from accepting work from the Client **after the 12-month period expires**.

7.3.4 Artist's Obligation to Redirect Clients: If a Client who originally booked through TMB contacts the Artist directly during the 12-month period, the Artist must: (a) **Politely decline** and explain: "I'd love to perform for you again! Please book me through The Music Brew platform so we can ensure the same great experience." (b) **Notify TMB** immediately if a Client repeatedly attempts to bypass the Platform. (c) **Not provide the Client with the Artist's private contact details or pricing.**

7.4 Non-Solicitation of Other Artists

7.4.1 Prohibition: The Artist agrees not to: (a) Solicit other TMB Artists to leave the Platform and join a competing platform; (b) Recruit TMB Artists for the Artist's own independent band or entertainment business in a manner that harms TMB; (c) Share TMB's Confidential Information about payment rates, charging structures, or business practices with Artists on competing platforms.

7.4.2 Permitted Collaboration: This restriction does **not** prohibit: (a) TMB Artists from forming bands or collaborating on non-TMB projects; (b) TMB Artists from referring friends to join the TMB Platform.

7.5 Liquidated Damages for Non-Solicitation Breach

7.5.1 Acknowledgment of Damages: The Artist acknowledges that a breach of the Non-Solicitation provisions (Article 7.3 or 7.4) would cause TMB **substantial harm** that is **difficult to quantify** (loss of Client relationships, loss of future bookings, damage to reputation).

7.5.2 Liquidated Damages Amount: If the Artist breaches the Non-Solicitation provision by accepting work directly from a TMB Client during the 12-month restriction period, the Artist agrees to pay TMB **liquidated damages** equal to: (a) **100% of the Event value** that the Artist performed outside the Platform; **plus** (b) **AED 5,000** as a penalty for breach of trust; **plus** (c) TMB's reasonable attorney's fees and costs incurred in enforcing this provision.

7.5.3 Right to Actual Damages: If TMB's actual damages exceed the liquidated damages amount, TMB may elect to pursue **actual damages** instead, including: (a) Lost platform and service charges; (b) Lost future bookings from the Client; (c) Damage to TMB's reputation and business model.

7.5.4 Collection and Offset: (a) TMB may **offset liquidated damages** against any amounts held on the Artist's behalf, in accordance with clause 3.3.6. (b) If offset is insufficient, TMB will invoice the Artist, and payment is due within **30 days**. (c) If the Artist fails to pay, TMB may pursue legal collection, including arbitration or court proceedings.

7.6 Permitted Disclosures

7.6.1 Legal Requirement: The Artist may disclose Confidential Information if **required by law** (e.g., court order, government subpoena), provided the Artist: (a) Notifies TMB **immediately** upon receiving the legal demand; (b) Cooperates with TMB in limiting the scope of disclosure; (c) Discloses only the minimum information legally required.

7.6.2 Professional Advisors: The Artist may disclose Confidential Information to the Artist's **legal or financial advisors** for the purpose of receiving professional advice, provided such advisors are bound by confidentiality obligations.

ARTICLE 8: TERM, TERMINATION & SUSPENSION

"Material Harm" means demonstrable harm to TMB's business, evidenced by matters such as the loss or cancellation of Bookings or a Client relationship, the withdrawal or suspension of a licence or permission, regulatory action, a third-party legal claim, or sustained adverse press or platform coverage. Dissatisfaction, embarrassment, or disagreement with the content of a statement is not Material Harm.

8.1 Term of Agreement

8.1.1 Initial Term: This Agreement commences on the Effective Date stated in the preamble and continues for an **initial term of 12 months**.

8.1.2 Automatic Renewal: Unless either party provides written notice of non-renewal at least **30 days before the expiration** of the initial term or any renewal term, this Agreement shall automatically renew for successive **12-month periods** under the same terms and conditions.

8.1.3 Amendments Upon Renewal: TMB may propose amendments to the terms (e.g., adjustments to TMB's platform and service charges, updated policies) upon renewal by providing **60 days' written notice** before the renewal date. If the Artist does not accept the amendments, the Artist may terminate this Agreement as per Article 8.4.

8.2 Termination by TMB for Cause

8.2.1 Immediate Termination Events: TMB may terminate this Agreement **immediately**, without prior notice or cure period, if the Artist:

- a. **Commits fraud** or provides false information as per Article 5.1.3;
- b. **Violates substance use policies** (Article 4.4) by performing under the influence of alcohol or drugs;
- c. **Engages in illegal activity** (criminal acts, visa violations, harassment, assault);
- d. **Breaches Non-Solicitation** (Article 7.3) by accepting direct Client bookings during the restriction period;
- e. **Repeatedly cancels Events** (more than 3 cancellations within 6 months without valid emergencies);
- f. **Repeatedly arrives late** (more than 3 late arrivals within 3 months);
- g. **Receives multiple severe Client complaints** (3 or more complaints regarding unprofessional conduct, performance quality failures, or inappropriate behavior within 6 months);

- h. **Causes Material Harm to TMB's reputation** by making a public statement, or publishing content on social media or elsewhere, or taking any other action, which: (i) is false, misleading or defamatory, discloses Confidential Information, or is unlawful; and (ii) causes, or is reasonably likely to cause, Material Harm to TMB. The honest expression of opinion about TMB, the Services or the Artist's own experience is not a ground for termination under this limb, whether or not TMB regards the opinion as unfavourable.
- i. **Breaches confidentiality** (Article 7.2) by disclosing Client information or TMB trade secrets;
- j. **Violates UAE law** in a manner that creates legal liability for TMB.

8.2.1A Documented Grounds. TMB may terminate under clause 8.2.1 only where, at or before the time of termination, TMB gives the Artist written notice identifying: (a) the limb of clause 8.2.1 relied on; (b) the specific conduct relied on, with dates and, where the conduct is a publication, a copy or link; and (c) where limb (h) is relied on, the Material Harm caused or reasonably likely to be caused. Termination without such notice is not effective under clause 8.2.1, without prejudice to TMB's right to terminate under clause 8.3 or to suspend under clause 8.5.

8.2.1B Opportunity to Remedy (limb (h) only). Where the conduct relied on under clause 8.2.1(h) is a publication capable of being removed or corrected, TMB shall first give the Artist notice under clause 8.2.1A and 72 hours to remove or correct it. If the Artist does so within that period, TMB may not terminate under clause 8.2.1(h) in respect of that publication. This clause does not apply where the publication is unlawful, or where it discloses Confidential Information that has already been made public.

8.2.2 Consequences of Immediate Termination: Upon immediate termination for cause: (a) The Artist's profile is **permanently removed** from the TMB Platform; (b) TMB may, acting as the Artist's agent under clause 1.3.3(d), cancel pending Bookings and offer affected Clients alternative Artists; (c) **Sums held by TMB on the Artist's behalf may be retained and applied** in accordance with clause 3.3.6 — first to any refund or compensation due to the Client, then to TMB's documented losses and costs arising from the Artist's breach, quantified and notified in writing — and **any balance shall be released to the Artist** within 30 days of quantification. Sums held on the Artist's behalf are not forfeited to TMB; (d) TMB may **pursue legal remedies** for damages, including liquidated damages (Article 7.5), actual damages, and attorney's fees.

8.3 Termination by TMB Without Cause

8.3.1 Notice Requirement: TMB may terminate this Agreement **without cause** by providing the Artist with **30 days' written notice**.

8.3.2 Reasons TMB Might Terminate Without Cause: (a) Business restructuring or service discontinuation; (b) Shift in market focus; (c) Artist's performance ratings decline below acceptable thresholds over time (e.g., average rating below 3.5 stars for 6 months);

(d) Low booking volume (Artist has not accepted a Booking in 6 months and shows no interest in continuing).

8.4 Termination by Artist

8.4.1 Notice Requirement: The Artist may terminate this Agreement, and revoke TMB's authority for future Bookings, by providing TMB with **30 days' written notice** via email to support@themusicbrew.com.

8.4.2 Reasons Artist Might Terminate: (a) Relocating outside the UAE; (b) Career change; (c) Disagreement with TMB's adjustments; (d) Personal reasons (health, family commitments).

8.4.3 Obligations During Notice Period: (a) The Artist must **fulfill all confirmed Bookings** scheduled within the 30-day notice period. (b) If the Artist refuses to fulfil confirmed Bookings, this is a breach of the Artist's contract with the Client and the consequences in Article 2.3 apply. (c) Bookings scheduled beyond the notice period may be **cancelled by TMB acting as the Artist's agent** under clause 1.3.3(d), and alternative Artists offered to the affected Clients.

8.4.4 Final Payment: (a) TMB will remit to the Artist all sums held on the Artist's behalf for completed Events within the notice period; (b) Any pending disputes or holds are resolved in accordance with clauses 3.3.6 and 3.3.7 before final remittance; (c) After the 30-day notice period expires, the Artist's profile is deactivated.

8.4.5 No Penalty for Voluntary Termination: If the Artist terminates voluntarily with proper notice and fulfils all obligations, there are **no penalties**. The Artist may request to rejoin TMB in the future (subject to re-verification and TMB's approval).

8.5 Suspension

8.5.1 Temporary Suspension by TMB: TMB may **temporarily suspend** the Artist's profile (ceasing to accept new Bookings on the Artist's behalf, but not terminating the Agreement) in the following circumstances:

- a. **Pending Investigation:** When a serious complaint is filed, and TMB is investigating;
- b. **Visa Expiry:** When the Artist's visa is expiring within 30 days and no renewal has been provided;
- c. **Repeated Minor Violations:** When the Artist has multiple minor issues that don't warrant termination but require a cooling-off period;
- d. **Artist Request:** If the Artist requests temporary unavailability, TMB can suspend the profile instead of terminating.

8.5.2 Duration of Suspension: (a) **Investigation-related suspension:** Lasts until the investigation concludes (typically 5-10 business days); (b) **Visa-related suspension:** Lasts until the Artist provides a valid renewed visa or until 30 days pass (whichever comes first); (c) **Disciplinary suspension:** Typically 7-30 days depending on severity; (d) **Voluntary**

suspension: As requested by the Artist (up to 6 months; after 6 months, TMB may require re-verification).

8.5.3 Rights During Suspension: (a) No new Bookings will be accepted on the Artist's behalf during suspension; (b) **Confirmed future Bookings** may be honoured or cancelled by TMB as agent depending on the reason for suspension: (i) **Investigation/Disciplinary:** Future Bookings are typically cancelled; (ii) **Visa-related:** Future Bookings are cancelled if the visa issue is not resolved; (iii) **Voluntary:** Future Bookings are honoured if the Artist returns before the Event date; (c) The Artist continues to receive sums held on their behalf for **completed Events** (unless held under clause 3.3.7 pending investigation); (d) The Artist may **appeal the suspension** through the process in Article 10.3.

8.5.4 Reinstatement After Suspension: (a) If the suspension was due to an investigation and the Artist is **cleared**, the profile is reactivated immediately with no consequences, and any sums held are released within 14 days; (b) If the suspension was **disciplinary**, the Artist may be reinstated after the suspension period, possibly with: (i) A formal written warning; (ii) Probationary status; (iii) Rating reduction; (c) If the suspension was **visa-related** and the Artist provides a valid renewed visa, the profile is reactivated.

8.6 Effects of Termination

8.6.1 Profile Deactivation: Upon termination (by either party), the Artist's profile is removed from the TMB Platform and no longer visible to Clients.

8.6.2 Bookings Already Concluded. Termination does not affect Bookings already concluded between the Artist and a Client. TMB's authority under clause 1.3 continues for the limited purpose of administering those Bookings, collecting and remitting funds, and handling Client complaints in relation to them; and the Artist remains bound to the Client under those Bookings.

8.6.3 Survival of Obligations: The following obligations **survive termination** of this Agreement: (a) **Payment and accounting obligations:** TMB must account for and remit sums held on the Artist's behalf; the Artist must pay any outstanding fees, sums or liquidated damages; (b) **Confidentiality:** Article 7 survives indefinitely; (c) **Non-Solicitation:** Article 7.3 (12-month restriction) continues to apply to Clients booked before termination; (d) **Intellectual Property:** Article 6 survives, meaning TMB retains the right to use previously recorded content; (e) **Indemnification:** Article 9 survives for claims arising from pre-termination Events; (f) **Dispute Resolution:** Article 10 survives for resolving post-termination disputes.

8.6.4 Return of Materials: Upon termination, the Artist must: (a) **Delete** any TMB Confidential Information stored on personal devices; (b) **Return** any TMB-provided equipment, promotional materials, or documents; (c) **Cease using** TMB's name, logo, or trademarks in any promotional materials.

8.6.5 References and Recommendations: (a) If the Artist terminates voluntarily or is terminated without cause, and has a positive performance history (average rating ≥ 4.0 stars), the Artist may request a **letter of recommendation** from TMB; (b) If the Artist is

terminated for cause, TMB is under no obligation to provide a reference and may provide a factual account of the termination if contacted by future platforms or agencies. ## ARTICLE 9: LIABILITY & INDEMNIFICATION

9.1 Limitation of TMB's Liability

9.1.1 **Maximum Liability Cap:** TMB's total liability to the Artist under this Agreement, for any and all claims arising from or related to this Agreement or the Artist's relationship with TMB, shall not exceed the **total sums remitted to the Artist in the 12 months preceding the claim**, with an absolute maximum of **AED 10,000**. This cap does not apply to: (a) **TMB's obligation to account for and remit any sums collected by TMB from a Client on the Artist's behalf**, including the Base Fee, cancellation compensation and the On-Demand Service Payment; (b) death or personal injury caused by TMB's negligence; (c) fraud; (d) any act of TMB outside the authority granted in clause 1.3; or (e) any liability that cannot lawfully be limited.

9.1.2 **Excluded Damages:** In no event shall TMB be liable to the Artist for: (a) **Indirect damages** (loss of future income, loss of reputation, loss of business opportunities); (b) **Consequential damages**; (c) **Punitive damages**; (d) **Damages arising from third-party claims** (e.g., Client suing the Artist; Artist's equipment stolen by a third party).

9.1.3 **No Liability for Platform Downtime:** TMB is not liable for losses caused by: (a) TMB Platform technical failures, downtime, or bugs; (b) Payment processing delays caused by third-party gateways; (c) Force Majeure Events (Article 2.5). This clause does not affect TMB's obligation under clause 9.1.1(a).

9.1.4 **No Liability for Client Actions:** TMB is not liable for: (a) Client cancellations, rescheduling, or no-shows; (b) Client complaints or disputes (unless TMB's investigation was conducted in bad faith or outside the authority in clause 1.3.3(f)); (c) Client refusal to pay, bankruptcy, or fraud. TMB collects payment in advance as the Artist's agent to mitigate this risk, and remains obliged to remit what it has collected.

9.2 Artist's Indemnification of TMB

9.2.1 **General Indemnity:** The Artist, as principal, agrees to **indemnify, defend, and hold harmless** TMB, its owners, directors, employees, agents, and affiliates from and against any and all: (a) **Claims**, lawsuits, or legal proceedings; (b) **Damages**, losses, or expenses (including reasonable attorney's fees); (c) **Liabilities**, penalties, or fines —

Arising from or related to: (i) The Artist's **breach** of this Agreement or of a Booking; (ii) The Artist's **negligence** or willful misconduct; (iii) The Artist's **violation of UAE law**; (iv) **Third-party claims** against TMB based on the Artist's acts or omissions, including claims by a Client arising out of the Artist Services; (v) **Intellectual property infringement**; (vi) **Personal injury or property damage** caused by the Artist's actions or negligence; and (vii) **liabilities properly incurred by TMB in performing the Agency Services within the authority granted in clause 1.3**, this being the indemnity owed by a principal to its agent.

9.2.2 Procedure for Indemnification Claims: (a) TMB will notify the Artist **promptly** of any claim for which the Artist may have an indemnification obligation; (b) The Artist shall have the right to **defend the claim** using counsel of their choice (subject to TMB's approval, not to be unreasonably withheld); (c) The Artist shall not settle any claim without TMB's prior written consent.

9.2A TMB's Indemnification of the Artist

9.2A.1 TMB shall indemnify and hold harmless the Artist against any claim, loss, damage or expense arising from: (a) the **TMB Services**, including any act or omission of TMB's crew or any failure of TMB-supplied equipment; (b) any act of TMB **outside the authority** granted in clause 1.3; and (c) TMB's failure to account for or remit sums collected on the Artist's behalf.

9.3 Artist's Liability for Damages

9.3.1 **Property Damage Caused by Artist:** If the Artist causes damage to: (a) **TMB equipment** due to negligence or misuse; (b) **Client property** due to negligence; (c) **Third-party property** — the Artist is **financially responsible** for the repair or replacement cost. Liability for damage to Client property is owed by the Artist to the Client under the Booking; TMB may receive and settle such a claim on the Artist's behalf under clause 1.3.3(f).

9.3.2 **Assessment and Deduction:** (a) TMB will assess the damage and obtain repair/replacement quotes; (b) The Artist has the right to review the assessment and provide their own quote; (c) If the Artist disputes the damage claim, the matter proceeds to dispute resolution (Article 10); (d) If the Artist accepts responsibility, TMB may recover the cost by set-off against sums held on the Artist's behalf under clause 3.3.3, or invoice the Artist separately.

9.3.3 **Normal Wear and Tear:** The Artist is **not** liable for: (a) Normal wear and tear of equipment; (b) Equipment malfunctions due to manufacturing defects or age; (c) Damage caused by third parties unless the Artist ignored clear warnings.

9.4 Disclaimer of Warranties

9.4.1 **Platform Provided "As Is":** TMB provides the Platform and the Agency Services "**as is**" and "**as available**" without warranties of any kind, either express or implied, including: (a) **Warranties of merchantability**; (b) **Warranties of fitness for a particular purpose**; (c) **Warranties of uninterrupted or error-free operation**.

9.4.2 **No Guarantee of Booking Volume:** TMB does **not guarantee**: (a) A minimum number of Bookings per month or year; (b) A minimum income level for the Artist; (c) That the Artist will be selected by Clients.

9.4.3 **Artist's Acknowledgment:** The Artist acknowledges that: (a) Income from Bookings is **variable and unpredictable**; (b) The Artist should **not rely solely on TMB** as their only income source; (c) TMB's marketing efforts are intended to generate Bookings, but success depends on many factors.

ARTICLE 10: DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

10.1 Governing Law

10.1.1 UAE Law: This Agreement shall be governed by and construed in accordance with the **laws of the United Arab Emirates**, specifically: (a) **UAE Civil Code** (Federal Law No. 5 of 1985 as amended), including the provisions on agency (wakala); (b) **UAE Commercial Transactions Law** (Federal Decree-Law No. 50 of 2022); (c) **UAE Labour Law** (Federal Decree-Law No. 33 of 2021) to the extent applicable; (d) **Dubai laws and regulations** issued by Dubai Government entities.

10.1.2 Exclusion of Conflict of Laws Principles: The application of conflict of laws principles that would refer this Agreement to the laws of any other jurisdiction is **expressly excluded**.

10.2 Amicable Settlement (Mandatory First Step)

10.2.1 Good Faith Negotiation: Before initiating any formal legal proceedings, the parties agree to attempt to resolve any dispute through **good faith negotiations**.

10.2.2 Notice of Dispute: The party raising the dispute must send a **written Notice of Dispute** to the other party, including: (a) A clear description of the dispute; (b) The legal or contractual basis for the claim; (c) The remedy or resolution sought; (d) Any supporting evidence or documentation.

10.2.3 Negotiation Period: (a) The parties shall meet (in person or via video call) within **14 days** of the Notice of Dispute; (b) The parties shall negotiate in good faith for a period of **30 days**; (c) If the dispute is resolved, the resolution shall be documented in writing and signed by both parties.

10.2.4 Escalation: If the dispute is not resolved within 30 days, either party may proceed to arbitration (Article 10.4) or court as outlined below.

10.3 Internal Appeal Process (For Artist Decisions)

Before resorting to external dispute resolution, the Artist may use TMB's internal appeal process for disputes regarding: (a) Reductions, withholdings or set-offs; (b) Rating reductions; (c) Suspensions; (d) Termination decisions.

Process: (i) The Artist submits a written appeal to support@themusicbrew.com within **7 days** of the disputed decision; (ii) TMB's senior management reviews the appeal and any new evidence within **10 business days**; (iii) TMB issues a final internal decision; (iv) If the Artist remains unsatisfied, they may proceed to arbitration. A decision under this Article concludes TMB's internal process and does not affect the parties' rights at law.

10.4 Arbitration (Primary Dispute Resolution Method)

10.4.1 Arbitration Agreement: The parties agree that any dispute arising out of or relating to this Agreement that cannot be resolved through amicable settlement (Article

10.2) shall be referred to and finally resolved by **binding arbitration** under the rules of the **Dubai International Arbitration Centre (DIAC)**.

10.4.2 Arbitration Rules: (a) The arbitration shall be conducted in accordance with the **DIAC Arbitration Rules** in effect at the time of the arbitration; (b) The seat of arbitration shall be **Dubai, United Arab Emirates**; (c) The language of the arbitration shall be **English**.

10.4.3 Number of Arbitrators: (a) For disputes involving amounts **less than AED 10,000**, the arbitration shall be conducted by **one (1) arbitrator** appointed by DIAC; (b) For disputes involving amounts **AED 10,000 or more**, the arbitration shall be conducted by **three (3) arbitrators**: (i) Each party appoints one arbitrator; (ii) The two party-appointed arbitrators appoint a third arbitrator; (iii) If the parties cannot agree on arbitrators, DIAC shall make the appointments.

10.4.4 Costs: (a) Each party bears its own legal fees and costs; (b) The arbitration filing fees and arbitrator fees shall be split equally between the parties unless the arbitrator orders otherwise; (c) The prevailing party may request that the arbitrator award reasonable attorney's fees and costs.

10.4.5 Award: (a) The arbitrator's award shall be **final and binding** on both parties; (b) The award may be enforced in any court of competent jurisdiction in the UAE.

10.4.6 Confidentiality: The arbitration proceedings, evidence, and award shall be kept **confidential** by both parties except: (a) As required by law; (b) To enforce the award; (c) To protect a party's legal rights in related proceedings.

10.5 Interim Relief

10.5.1 Right to Seek Injunctions: Notwithstanding the arbitration agreement in Article 10.4, either party may seek **interim or provisional relief** from the **Dubai Courts** if necessary to: (a) Prevent irreparable harm; (b) Preserve evidence; (c) Maintain the status quo pending arbitration.

10.5.2 No Waiver of Arbitration: Seeking interim relief from courts does **not** waive the right to arbitration for the underlying dispute.

10.6 Language of Proceedings

10.6.1 English Prevails: This Agreement is executed in English. If this Agreement is translated into Arabic or any other language for regulatory compliance or court filing purposes, the **English version shall prevail** in case of any discrepancy or ambiguity.

10.6.2 Translation Costs: If translation is required for arbitration or court proceedings, the party requesting the translation bears the cost unless the arbitrator or court orders otherwise.

ARTICLE 11: FORCE MAJEURE

11.1 Definition

A “**Force Majeure Event**” means an event or circumstance beyond the reasonable control of a party, including but not limited to: (a) **Acts of God:** Earthquakes, floods, hurricanes, lightning, storms, fires, tsunamis, or other natural disasters; (b) **Pandemics and Epidemics;** (c) **War, Terrorism, and Civil Unrest;** (d) **Government Actions:** Government orders, laws, regulations, restrictions, lockdowns, curfews, travel bans, or prohibitions on gatherings; (e) **Labor Disputes;** (f) **Infrastructure Failures;** (g) **Other Unforeseeable Events.**

11.2 Effect of Force Majeure

11.2.1 Suspension of Obligations: If a Force Majeure Event prevents either party from performing its obligations under this Agreement, the affected party’s obligations are **suspended** for the duration of the Force Majeure Event.

11.2.2 No Breach: Failure to perform obligations during a Force Majeure Event does **not** constitute a breach of this Agreement and does not give rise to liability for damages.

11.2.3 Notification Requirement: The affected party must notify the other party **within 24 hours** of the Force Majeure Event, providing: (a) Description of the event; (b) Expected duration (if known); (c) Steps being taken to mitigate the impact.

11.2.4 Accounting Unaffected. A Force Majeure Event does not suspend TMB’s obligation to account for and remit sums already collected on the Artist’s behalf, save to the extent those sums are refundable to the Client under clause 2.5.3.

11.3 Financial Implications

11.3.1 Event Cancellation: If a Force Majeure Event prevents an Event from occurring: (a) The Client receives a **100% refund**; (b) The Artist receives **no payment**; (c) No penalties apply to either party.

11.3.2 Platform Downtime: If a Force Majeure Event causes the TMB Platform to be unavailable: (a) TMB is not liable for lost booking opportunities; (b) TMB will make reasonable efforts to restore service as quickly as possible.

11.4 Termination Due to Extended Force Majeure

If a Force Majeure Event continues for more than **30 days**, either party may terminate this Agreement by providing **14 days’ written notice** to the other party, with no penalties or liabilities, subject to clause 8.6.2.

ARTICLE 12: MISCELLANEOUS PROVISIONS

12.1 Entire Agreement

12.1.1 This Agreement, including all Schedules and Addendums and the short-form Artist Agency and Engagement Terms, constitutes the **entire agreement** between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

12.1.2 No representations, warranties, or agreements not expressly set forth in this Agreement shall be binding on either party.

12.1.3 Where this Agreement and the short-form Artist Agency and Engagement Terms conflict, this Agreement prevails, save that clause 1.3 of this Agreement and Section 1 of the short form prevail over all other provisions on the characterisation of the relationship.

12.2 Amendments

12.2.1 **Written Amendments Required:** This Agreement may only be amended, modified, or supplemented by a **written document signed by both parties**.

12.2.2 **No Oral Modifications:** Oral agreements, emails, WhatsApp messages, or other informal communications do **not** constitute amendments to this Agreement.

12.2.3 **Unilateral Amendments by TMB (Limited Scope):** TMB may unilaterally amend the following **operational policies** (not core financial terms and not the scope of the agency) by providing **30 days' written notice**: (a) Platform usage guidelines; (b) Safety and conduct standards; (c) Verification procedures; (d) Dispute resolution processes.

Financial terms (TMB's platform and service charges, payment terms) and **clause 1.3 (scope of the agency and authority)** can only be amended by mutual written agreement or upon renewal with 60 days' notice as per Article 8.1.3.

12.3 Severability

12.3.1 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be **severed**, and the remaining provisions shall continue in full force and effect.

12.3.2 The parties agree to replace the severed provision with a valid and enforceable provision that most closely reflects the original intent.

12.4 Waiver

12.4.1 **No Implied Waiver:** The failure of either party to enforce any provision of this Agreement shall **not** constitute a waiver of such provision, right, or remedy.

12.4.2 **Express Waiver Required:** A waiver of any breach or default shall not be deemed a waiver of any subsequent breach or default. Any waiver must be in writing and signed by the waiving party.

12.5 Notices

12.5.1 Method of Notice: All notices shall be in writing and delivered by: (a) **Email** (with read receipt confirmation); (b) **Registered mail** (with return receipt); (c) **Hand delivery** (with signed acknowledgment).

12.5.2 Notice Addresses:

To TMB: Email: artist@themusicbrew.com Address: The Music Brew FZ LLC, FDBC4643 Compass Building, Al Shohada Road, AL Hamra Industrial Zone-FZ, Ras Al Khaimah, United Arab Emirates.

To Artist: Email: [Artist Email as stated in preamble] Address: [Artist Residential Address as stated in preamble]

12.5.3 Effective Date of Notice: Notices shall be deemed delivered: (a) **Email:** Upon confirmation of delivery; (b) **Registered mail:** 5 business days after posting; (c) **Hand delivery:** Upon receipt.

12.5.4 Change of Address: Either party may change its notice address by providing written notice to the other party.

12.6 Assignment

12.6.1 No Assignment by Artist: The Artist may **not assign, transfer, or delegate** this Agreement or any rights or obligations hereunder without TMB's prior written consent. The Artist may not delegate performance of a Booking to another performer without the Client's consent obtained through TMB.

12.6.2 TMB's Right to Assign: Because the appointment of TMB as the Artist's agent is personal to TMB, TMB may assign this Agreement: (a) to an affiliate or subsidiary; or (b) to a successor entity in connection with a merger, acquisition, or sale of business — in each case with **30 days' written notice** to the Artist, provided that the Artist may terminate this Agreement without penalty by notice given within 30 days of being notified of the assignment. Assignment does not affect Bookings already concluded.

12.7 Third-Party Rights

12.7.1 No third party has any right to enforce any provision of this Agreement, **save that** nothing in this clause affects the rights of a Client under a Booking concluded between the Client and the Artist under clause 1.3, which the Client may enforce directly against the Artist, and which the Artist may enforce directly against the Client.

12.8 Counterparts and Electronic Signatures

12.8.1 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

12.8.2 Electronic signatures (including DocuSign, Adobe Sign, or other UAE-compliant e-signature platforms) are valid and binding to the same extent as handwritten signatures

under UAE Federal Decree-Law No. 46 of 2021 on Electronic Transactions and Trust Services.

12.9 Survival of Provisions

12.9.1 The following Articles survive the termination or expiration of this Agreement: Article 1.3 (to the extent of clauses 1.3.7 and 8.6.2), Article 3 (accounting and remittance), Article 6 (Recording and IP Rights), Article 7 (Confidentiality and Non-Solicitation), Article 9 (Indemnification and Liability), Article 10 (Dispute Resolution and Governing Law), Article 12 (Miscellaneous Provisions).

12.10 Compliance with UAE Laws

12.10.1 Both parties agree to comply with all applicable UAE federal and emirate-level laws, including but not limited to: (a) UAE Labour Law (Federal Decree-Law No. 33 of 2021); (b) UAE Copyright Law (Federal Decree-Law No. 38 of 2021); (c) UAE Cybercrime Law (Federal Decree-Law No. 34 of 2021); (d) UAE Consumer Protection Law (Federal Decree-Law No. 15 of 2020); (e) UAE VAT Law (Federal Decree-Law No. 8 of 2017); (f) UAE Personal Data Protection Law (Federal Decree-Law No. 45 of 2021); (g) Dubai laws and regulations issued by DET, DCCA, and other authorities.

12.10.2 If any provision of this Agreement conflicts with mandatory UAE law, the UAE law provision shall prevail to the minimum extent necessary.

EXECUTION

This Agreement has been executed by the parties as of the Effective Date stated above.

SCHEDULES

SCHEDULE A: PERFORMANCE FEES & SERVICE MODULES

Artist Name: [Artist Name]

Effective Date: [Date]

All fees below are the **Artist’s Base Fee**, payable by the Client under each Booking and collected by TMB as the Artist’s agent. TMB’s platform charge and service charge are additional and are payable by the Client to TMB.

A.1 Vibers (Solo/Duo Performances)

Duration	Base Fee (AED)
60 minutes	[Amount]

A.2 BandAura (Curated Band Performances)

Band Bookings are concluded with the **Band Leader** as the contracting Artist and principal (clause 1.2.7).

Band Type	Duration	Artist Share (per member)	Total Band Fee
[Band Name/Type]	60 mins	[Amount]	[Amount]

A.3 Standing Authorities

Authority	Given?	Reference
Bulk Booking discount (7% reduced Base Fee)	Yes / No	clause 3.4.4
On-Demand availability pool	Yes / No	clause 1.2.6

SCHEDULE B: MANDATORY ARTIST ONBOARDING CHECKLIST

Before the Artist's profile is activated on the TMB Platform, the following documents and steps must be completed:

☐ **1. Identity Verification** - Emirates ID (front and back scans) - Passport bio page - Selfie holding Emirates ID

☐ **2. Work Authorization** - UAE residence visa page - Freelance permit (if applicable) - Sponsor NOC (if on employment visa and freelancing on the side)

☐ **3. Banking Information** - Bank account details form - IBAN verification - Bank letter or void cheque

☐ **4. Performance Quality Assessment** - Minimum 1 video audition clip (minimum 60 seconds each) - Live audition with TMB team (in-person or virtual) - Approval from TMB quality team

☐ **5. Background Checks** - Reference checks (2 previous venues/bands/clients) - Online reputation review - Criminal background check (if applicable)

☐ **6. Agreement Execution** - Read and sign this Artist Agency and Platform Services Agreement - Read and sign the short-form Artist Agency and Engagement Terms - Acknowledge receipt of TMB's Artist Handbook

☐ **7. Agency Acknowledgments** - Confirm understanding that the Artist contracts directly with Clients and that TMB acts as the Artist's disclosed agent (clause 1.3) - Confirm the standing authorities in Schedule A.3 - Confirm VAT registration status (clause 3.7.2)

☐ **8. Platform Training** - Complete TMB Platform tutorial (video + quiz) - Understand booking process, payment system, and policies - Test Artist Dashboard functionality

☐ **9. Profile Setup** - Upload professional photos (minimum 3 high-res images) - Write bio (150-300 words) - List instruments, genres, and special skills - Set availability calendar

☐ **10. Compliance Acknowledgments** - Sign confidentiality agreement - Acknowledge non-solicitation policy - Confirm understanding of conduct standards

FOR THE MUSIC BREW FZ LLC (as agent for the Artist):

Signature: _____

Name: Vrushank Dhyanesh Bhatt

Title: Founder and CEO

Date:

FOR THE ARTIST (as principal):

Signature: _____

Name: [Artist Full Legal Name]

Emirates ID: [XXX-XXXX-XXXXXXXX-X]

Date: [Date]

END OF AGREEMENT