

## GENERAL TERMS & CONDITIONS OF SALE (UPDATE ON 30/01/23)

Client: Private Individual or Corporate Entity using the services

Artist: Service provider

Attendant: Artist's manager, technical crew, artist's inner circle, guest invited to the performance ...

Management (M8TE Agency): Administrator of the artistic performance / Intermediary between the Artist and the Client

Host: Venue where the performance takes place (may also be in some instances at the Client's property)

## ARTICLE 01: OBJECT, NATURE & CONDITIONS OF THE PERFORMANCE

The service described in the contract is sold by the **Management** to the **Client**. It is hereby mentioned: the nature of the service (type of event and artistic performance type), the date, the schedule as well as the venue where it will take place. Other details may be specified such as the setup, the number of participants, along with some technical means.

### 1. PROGRAM

The program (schedule of the event) is theoretical and subject to possible modifications.

The program is established according to the Client's wishes. The program states the schedule of the event and clarifies the conditions of the booked artistic performances actions. In case of any modifications of the agreed upon program on the day of the performance, additional fees could be applied.

#### 2. DURATION OF THE PERFORMANCE

#### a) Set duration:

The duration of the artistic performances is specified according to the type of performance selected, and according to the environment (schedule of the event, venue ...)
The duration of the performers' presence is set according to the fixed rate selected, unless otherwise specified. The duration includes the setup time needed to guarantee the performance (such as the setup of the equipment and/ or of the decors, makeup, sound check ...) as well as the duration of the artistic performance itself.
The meal breaks (must be planned or not, according to the contract's specifications) are usually included in the fixed rate.

Any hourly reduction of the performance time due to the Client's wishes shall not result in any discount

Any performance that will be stopped before the agreed time, initiated by the Client or the Host, for any given reason that was not approved beforehand by the Management/ Artist, will be considered completed, and as such, will be fully paid. Stopping the performance before the agreed upon time shall not give rise to any compensation of any nature whatsoever.

The performances may be cut, shortened, or rescheduled only with the agreement of the Artist and/ or the Management, However, the modifications must respect the duration agreed upon in the fixed rate selected, as well as the Artist's playing time. In case of any significant alteration, interfering with the Artist's personal schedule (another following event, return trip...), the latter will only be bound by the schedule agreed upon, and will be free of any obligation at the end time defined within the contract.

## c) Increase in the duration of the set:

Any additional hour is not included in the fixed rate agreed upon in the contract, any request to add a performance (additional set for any of the artists) which were not requested prior, will be subjected to an additional cost, as specified in the Article 2, Paragraph 3.

## 3. TECHNICAL SPECIFICATIONS

In a case in which the Management is not taking part in the technical setup for the event, the Client (or Host) shall ensure that all the technical specifications mentioned in the contract are applied

A technical specifications sheet would be given in accordance with the type of artistic performance and its setting conditions (Ex: DJ technical rider, technical specifications sheet LIGHT / SOUND, security instructions

When signing the contract, the Client commits to ensure the optimal functioning of the equipment (sturdiness, quality, electrical power, placement...), and to ensure the respect of the security conditions of the performance. In case of failure to comply with these conditions, and of failure to provide the required elements, the performance may be cancelled without any compensation

M8TE Agency/ Management is only accountable for the technical equipment that they install and provide to their clients. The agency shall not be held responsible for the use of equipment brought by the Client or provided by the venue (Host)

We take part in and use only the technical equipment that we ourselves provide. (This is including the sound diffusion systems, microphones, or video projectors).

### 4. MEETING

A meeting will be scheduled beforehand with the Client to ensure their specific wishes for the event, and to understand how it will unfold.

The outcome of this meeting is to work out the final details and terms and conditions of the performance during the event (Program). The meeting will be carried out by phone, email, or in person at the venue (Host) if

## ARTICLE 02: PAYMENT CONDITIONS & RATES

## 1. PAYMENT & TERMS AND CONDITIONS

In return for the completion of the artistic performances and for the technical services, the Client shall pay to the Management, the amount mentioned in the contract, and in the quote/invoice, according to the modalities agreed upon with the Client, and according to their nature (Private individual, Professional, Corporate, European or not ...).

All our rates are displayed with VAT excluded. The amount to be paid is listed with VAT excluded (HT) or VAT included (TTC), depending on whether VAT is applicable or not.

# a) Private Individuals

A 50% deposit when signing the contract and 50% of the balance 72 hours before the event (D-72h), or 100% of the balance when signing the contract.

## b) Professionals based in the European Union or in Switzerland (EU Corporate Entities)

r the performance, or a 100% of the balance when signing the contract.

> A 50% deposit when signing the contract and 50% of the balance within 7 days after th > Special cases: Hotels, Multinational Corporations (payment within 30 days maximum).

c) Professionals based outside of the European Union or Switzerland (Extra-community) > A 50% deposit when signing the contract and 50% of the balance 72 hours before the event (D-72h), or 100% of the balance when signing the contract.

## 2. VAT CALCULATION

The individual or entity that is booking a performance (the Client), owes VAT according to their nature, their homeland, and of the location of the venue. VAT is applicable or not according to the following conditions:

## a) Private Individuals

- If the performance is held in France, or within the European Union, or within a benefiting country of financial agreements (ex: Switzerland). The French VAT of 20% is applicable and mandatory

> If the performance is held outside of France, or outside the European Union, or outside a benefiting country of financial agreements. The applicable VAT shall be in accordance with VAT regulations of the country where the performance is held

## b) Professionals based in France (French Corporate Entities)

If the performance is held in France, the French VAT of 20% is applicable, mandatory and is deductible

> If the performance is held abroad, the applicable VAT shall be in accordance with the VAT regulations of the country where the performance is held.

c) Professional based outside of France, BUT in the European Union (EU Corporate Entities)
> If the performance is held in France, VAT shall be paid in your homeland country (according to the French regulation "Auto-liquidation / TVA Non-Applicable - Art 259-1 du CGI")

NB: you shall imperatively provide a VAT number. The sale of services will be therefore subject to the European Declaration of Services (DES) with the tax authorities in your country, with the purpose of paying VAT in your country of origin.

he performance is held abroad, the applicable VAT shall be in accordance with the VAT regulations of the country where the performance is held

d) Professionals based outside of the European Union (Extra-community)

> If the performance is held in France, the French VAT of 20% is applicable, mandatory and is not deductible.

> If the performance is held outside of the European Union, or within a country benefiting of agreements with France, VAT is not applicable. (According to French regulations "Exonération de TVA - Art. 239-B du CGI")

## 3. HOURS & ADDITIONAL PERFORMANCES

Extra hours or additional performances (different from the one agreed upon in the contract or outside the hourly rate) are subject to conditions, and to the agreement of the Artist and/or of their Management.

The latter are not mandatory and are up to the discretion of the **Artist** and/ or their **Management** (depending on the overall atmosphere, fatigue, return trip etc...). No additional hour shall be given after 5:00 in the morning.

Additional cost relies on the type of artistic performance, the number of artists, the hour when the new addition will be decided

This cost shall be specified within the contact.

## 4. BILLING OF THE ADDITIONAL TECHNICAL SPECIFICATIONS / ARTISTIC PERFORMANCES (subsequent to signing the contract)

- >Technical: any additional sound, lighting or video equipment requested by the Client shall be invoiced accordingly
- > Artistic; any additional artistic performance subsequently added by the Client shall result in the invoice being modified accordingly.

A new invoice shall be edited with the amount of the booked performances. The invoice is subject to the same payment conditions mentioned on the original invoice. (For last minute requests or requests made on the day of the event: payment within 7 days maximum)

In case of lack of payment due within the time allowed, the Artist/ Management, reserves the right to cancel their venue or shall not guarantee the full performance if the global balance was not paid beforehand. (Depending on the Client's nature, and on the modalities of payment, defined in the Article 2 - Paragraph 1 "Payments & Terms and Conditions")

In case of unpaid balance within 30 days after the event, additional fees will be applied, according to the legal limit of 12% of the total amount, at the date the invoice is presented. Furthermore, administrative fees of 40 euros (standard payment rate) shall be required for the overall management of the unpaid balance and its recovery

## ARTICLE 03: WELCOME CONDITIONS & ORGANIZATION / T-A-M

## 1. WELCOME & ARRANGEMENT

The Client and their Host ensure to welcome the Management/ Artist and the possible attendants (technical crew, photographer, additional performers...) in the best possible conditions, and to facilitate their access to the venue of the performance, as soon as they arrive, in addition of letting them access any required locations to secure a smooth execution of the evening (venue of the performance, control room, check room, equipment room, stage ... etc.), and by giving them the required keys and entry pass.

Upon the Management / Artist's arrival, the Client (or possibly the Host) shall give their final instructions or modifications regarding the performance schedule. The Artist (along with or not their technical crew) shall proceed to prepping their artistic performance.

IMPORTANT: Only the person in charge Management / Artist (hired by the Client for this mission) is authorized to give instructions (useful information, atmosphere and musical direction, sound volume, schedule,

### 2. DRESSING ROOM / STORAGE FOR THE EQUIPMENT

If possible, the Client shall provide a decent and secured room to the Artist, that will act as a dressing room, storage room for the equipment and costumes, during and after the performance

om shall not be accessible by the public and shall only be accessible to the Management / Artist and/or their possible attendants who need to be able to lock the room themselves (or eventually in collaboration with other performers working on the same event).

In the case in which the accommodation shall not be required, AND the dressing room shall not be given or impossible to plan, the Management could demand an accommodation to ensure the proper preparation of

If forgotten, the price of the accommodation shall be invoiced to the Client.

NB: Restrooms, rooms without electricity or storage rooms are not suitable "Dressing rooms" for our artists

## 3. TRAVEL - ACCOMMODATION - MEALS (T-A-M)

T-A-M conditions are specific to each type of performance and shall be detailed in the contract. The conditions are applied for the Management/ Artist/ Technical crew and for the potential attendants needed to ensure

#### a) Travel

- Travels conditions are specific to each type of artistic performance, and are defined by the following statements:
   Departure location / Venue location/ Means of transportation (by Car Train Plane ...), Number of artists performing/ Technical equipment to bring ..

In some cases (ex; local artists), the travel expenses round-trip, could be included in the overall rate, or could be covered by the Management If traveling by car, the rate is 0,5€ HT (VAT excluded)/Km (including tolls)

## b) Accommodation

Accommodation conditions are included for each Artist, and are defined by the following statements:

- Distance between the artist's home address / time of the performance

ost cases, all artistic performances ending after 10pm shall imply that an accommodation for all the attendees is booked (except if mentioned otherwise in the contract, or the Artist decides otherwise).

Otherwise, the accommodation for the Artist could be an option, included in the overall rate, or paid by the Management. If the accommodation shall be paid by the Client, but the latter does not want to pay, the Client shall be invoiced for the rate of a standard accommodation in the country where the performance is taking place. (Ex: 80€ HT\*/ France - 100€ HT\*/ Switzerland ...)

\*VAT excluded

## c) Meals

Beverages and meals (or "refreshments") shall be exclusively paid by the Client or the Host hosting the performance. Meal specifications depend on each Artist (regarding religion, dietary plan, energy needs ...) and are written in the contract for each performer Accepted meals may also be food from a buffet or cocktail hour snack, the food shall be preferably identical to the one served to the guests.

Meals should be ideally served before the beginning of each performance (or at the end of it in some cases).

NB: Meal trays are not accepted for our artists. Each forgotten meal could lead to the delay of the performance, even an additional charge for the meal.

Non-alcoholic drinks shall be paid by the Client or the Host (at discretion for the duration of the performance).

Alcoholic drinks are tolerated to some extent and are subjected to the Client or the venue (Host)'s discretion.

## ARTICLE 04: SECURITY & CONDITIONS OF THE PERFORMANCE

## 1. VENUE (HOST)

The Client / Host commits to welcome the Management/Artist and their possible attendants under respectable health and safety conditions, in compliance with the legislations and standards applied in the host country and shall ensure the respect of the following rules.

The Client / Host shall provide all the tools necessary for the performance to run smoothly and shall remain solely responsible for the safety of the Management/ Artist and their possible attendants, as well as their personal belongings, upon their arrival on the performance premises, and during the entire duration of the performance. The venue shall be covered by an insurance specialized in event planning (according to the nature of the artistic performance).

The Management declines all responsibility in case of damages happening independently of their will.

NB: Stage area/ dressing room/ performance location

Beverages are not directly allowed near the technical equipment in order to prevent any type of material damages (spilled or broken glass etc...), they shall be placed at least 1m apart or set back, as well as cigarettes and ashtrays, within this space, if it is a smoking area.

Any damage on the technical equipment of the performance shall be invoiced (to be fixed or replaced...) should the Client or Host fail to ensure these rules are respected.

## 2. RESPONSIBILITY OF THE CLIENT / VENUE (HOST)

The Client is liable for the moral and physical behavior of their guests, in case of litigation opposing one of the guests and the Management / Artist or their potential attendants.

In a case in which one of the guests would disturb the smooth functioning of the performance or would threaten the physical integrity of the Management / Artist or one of their attendants, and without any actions from the Client, the performance could be shortened, without any financial compensation, thus terminating the performance immediately.

## ARTICLE 05: ASSIGNMENT OF RIGHTS / IMAGE RIGHTS / BROADCAST RIGHTS

## 1. IMAGE RIGHTS

During the events, videos and photographs may be taken and are exclusively reserved to promote the Artist or the Management, agreed beforehand with the Client and eventually the Host (dissemination on social media and on the website of the agency

If the latter agreed (referred in the contract), the Client could get, free of charge, the videos or photographs taken during the event

It is understood that footage and photographs taken during a private event are to reflect the festive and overall atmosphere, and shall not be taken in a personal manner, shall not show any intimate moment, nor

The Artist and their potential attendants consent to give their image taken during the entire service and agree to use of their image rights for the Client's usage, only for the communication of the event (Reportage, Aftere, Teaser, Photographs...)

#### 2. SOUND BROADCASTING RIGHTS

All the authorizations of sound broadcasting rights linked to the performance are charged to the Venue (Host) and/or the Client. If necessary, all the potential declarations of sound broadcasting rights shall be done by the Client/ Venue (Host) prior to the event

The Management being a vendor and not the host, shall not be held accountable for the negligence of filling the said declaration or paying the broadcasting rights.

## **ARTICLE 06: RESPONSIBILITIES & OBLIGATIONS**

### 1. CLIENT'S OBLIGATIONS

The Client shall respect scrupulously all conditions detailed in the previous articles to ensure the success of the performance and shall give to the Artist and their attendants all the technical means, humans means and promotional means necessary to ensure its success.

Moreover, the Client shall share with the Artist and their attendants all advice or useful information regarding the proper functioning of the event.

Finally, the Client ensures that the Artist and their attendants shall be put in the most favorable moral and technical conditions to achieve the performance.

### 2. ARTIST & PARTICIPANTS 'OBLIGATIONS

The Artist shall commit to realizing the artistic performance in accordance with standard practice and in the best ways possible

They shall exclusively dedicate themselves to the success of their assignment using their professionalism and their experiences in the interest of ensuring the proper conduct of the performance.

They shall commit to perform by respecting the instructions given by the Client, or potentially by the Host, by respecting their security rules, their philosophy and their standings.

## ARTICLE 07: SPECIFIC CLAUSES (CASE OF FORCE MAJEURE / POSTPONEMENT / CANCELATION)

## 1. CANCELATION FOR CASE OF FORCE MAJEURE & REFUNDS

A case of Force Majeure is defined in the French civil law as any "exterior" event to the signatory of the present contract, "unforeseeable" in its form and "uncontrollable" in its effects (= that one cannot overcome)

#### Examples of Force Majeure cases:

- > Passing of one of the participants needed for the performance, or the passing of a close relative
- Serious accident resulting in hospitalization or immobilization.
   Serious illness leading to hospitalization or immobilization.
- > Transportation issues (climatic conditions, natural or extreme meteorological phenomenon, cancelation of public transportation, because of strikes or not, and preventing one from leaving a country, or within the same country, with more than 200km of distance between the service provider and the venue of the performance).

- Other rare natural phenomenon (also known as "Natural Disasters")
   Threat to moral and physical integrity (in custody, hostage taking situation, war, terrorist attack...)
   Pandemic related to a virus (COVID-19, etc...) that does not permit the event to be held under proper conditions.

### a) Artist (Service Provider)

In case of an incapacity to perform, linked to a force majeure event (among the ones previously mentioned), the Management ensures to find another professional performer, with the same level of skills and to communicate to them the necessary instructions, for the sake of maintaining the performance.

(The agency holds for this matter, a number of qualified Artists of the same profile, guaranteeing to be able to replace one performer on an equal level, and only in case of major incapacity of the artists or artists hired for

If possible and in accordance with the Client, the performance could potentially be postponed under the same conditions.

NB: If it is impossible to find a similar profile in the allocated time, the performance shall then be canceled and fully reimbursed to the Client.

## b) Management (Agency)

If the Management is affected by a force majeure event, preventing them to remotely manage the Artist and/or the participants, or the performance, the Management could proceed to the cancelation of the performance or to a possible postponement

NB: If no agreement upon the postponement could be found, the performance shall be canceled, and the Client fully reimbursed

## c) Client (Service user)

If the Client would be the one affected by a force majeure event, being incapacitated to ensure the organization of the event, the latter could proceed to the cancelation of the performance, or to a possible NB; If no agreement upon the postponement could be found, the performance shall be canceled, and the Client fully reimbursed.

## d) Host (Venue where the performance takes place)

If the **Host** is affected by a force majeure event, being in the incapacity to host the performance, and that no other venue may be considered to host the event, the performance shall be canceled, or postponed if possible (by mutual agreement with the **Client** only). (by mutual agreement with the Client only).

NB: If another venue can host the performance in the allocated time, but no agreement of postponing the event could be found, the performance shall be canceled, and the Client fully reimbursed.

NOTE: Only if the incapacity of the Artist, Management, Client or the Host is related to a force majeure event (and justified as such), then ALL PAYMENT, made prior by the Client to the Management, shall be fully reimbursed, unless under the agreement to postpone the performance, in which case, the payment shall be kept, ensuring the future performance.

All force majeure events shall be examined and justified by one or the other parties in order to verify that it is indeed a case of force majeure. If the case is proven, any expenses, prior to the performance, invested by either party shall not give rise to any reimbursement

Except in the case of violation by the Client or the Host: all travel expenses (such as train, plane, boat tickets...) bought to ensure the performance (travel of the Artist and their participants), and whose tickets are non-refundable, will be lost (as they were included in the deposit rate. The relevant proof shall be provided).

## 2. CANCELATION FOR OTHERS CAUSES (Non-Justified) & REFUNDS

If the performance is canceled by one or the other party, without any prior explanation, or in a case that is not categorized as being a force majeure event, like those mentioned above, the party that wished to cancel the performance shall pay a compensation to the other party, in addition to the refund of all the annexed expenses and transportation expenses caused by the performance.

## a) Artist (Service Provider)

If the Artist is incapacitated, the deposit paid by the Client to the Management, shall be fully refunded. The Client may appeal against the Artist to claim a compensation. The Management shall collaborate with the Client to facilitate the mediation and find an agreement upon the suitable amount of the compensation that would cover the Client 's loss

The Management is incapacitated, the deposit paid by the Client beforehand to the Management, shall be fully reimbursed, as well as a compensation of 50% of the total amount mentioned in the contract shall be paid to the Client, and in addition all the annexed expenses shall be refunded (T-A-M).

If no deposit was paid prior, the Management shall owe to the Client 50% of the total amount mentioned in the contract.

If a deposit of 50% of the total amount was paid by the Client beforehand, the Management shall owe to the Client 100% of the total amount mentioned in the contract.

If the total amount mentioned in the contract was paid beforehand, the Management shall owe to the Client 150% of this amount.

## c) Client (Service User)

If the Client is incapacitated after signing the contract, the applicable compensation modalities are the following:

-Up to 12 months, from the date of the event: 10% of the total amount in the invoice shall be kept.
-Up to 6 months, from the date of the event: 25% of the total amount in the invoice shall be kept (= half of the paid deposit)
-Up to 3 months, from the date of the event: 50% of the total amount in the invoice shall be kept (= total amount of the deposit paid)

NB: If the total amount was paid upon signing the contract, the difference shall be paid back to the Client, according to one of the following modalities mentioned above

IMPORTANT: All cancelations of the event (except in case of a force majeure event) are considered as being "Last Minute" (meaning one day before the event, and on the day of the event) and all the amounts paid beforehand shall not be refunded

Specific case: cancelation by the Venue (Host)

The Management is not held responsible for the overall organization of the event. The Client shall contact the Host (if the latter canceled the event) as a means to obtain compensation.

Examples of cancelation cases that are not considered as being "force majeure" after signing the contract:

- Alteration of the conditions of the performance, preventing it from happening as defined within the contract.
   Alteration of the venue, making it impossible to organize the performance (location scouting, technical performances, means of transportation...).
   Alteration of the program and schedule, making it impossible for the Artist or their attendants to be present.
- > Failure to respect the safety measures and/or welcome conditions

In the event of a litigation, the terms and conditions detailed in the contract and in the invoice shall prevail.

### 3. POSTPONEMENT

#### a) Force Majeure postponement

In case of the cancelation of the event. If possible, the event may be postponed to another date, under the same conditions detailed in the contract. The postponement shall rely on a common agreement between the Host (except if an alteration of the venue occurred), the Client, the Artist and their Management, and on their availabilities.

The deposit or the total amount paid by the Client to the Management shall be kept to ensure the future performance

For any other type of cancelations and depending on the conditions of which they happened, an amicable solution shall always be offered to postpone the event. The new event shall be organized collectively, depending on the availability of each party (Management/ Artist/ Client/ Host)

The new conditions, including the financial conditions, shall be determined between the **Management** and their **Client**. (The deposit or total amount previously paid, shall be kept in the expectation to fulfill the new performance).

#### c) Covid-19 postponement

In the case of the Covid-19 pandemic, all events shall be mandatorily postponed at a chosen date agreed by the different parties, under the same conditions.

However, after one or several postponements, if the Client decided to cancel the event, the Management shall keep 50% of the amount paid as a compensation. The other half shall be given back to the Client.

#### 4. LITIGATION

In the event of a dispute between the Management/Artist and their Client, both parties shall submit to the jurisdiction of the court closest to the complainant, but only after all amicable means of recourse have been exhausted (mutual agreement, conciliation, arbitration...).

NB: Any cancelation by one party or the other shall be justified to determine if the motive is a force majeure case or not.

## **ARTICLE 08: BREACH OF CONTRACT**

The contract may be breached at any time, by one party or the other, only in the case of a serious violation of the conditions written within the contract, as well as in the following cases

#### 1. BY THE CLIENT

- In a case in which the Management/Artist and their potential participants gravely failed to the mission they have been hired for, because of their behavior, their attitude or their lack of professionalism to complete the service detailed within the contract.
- In a case in which the Management/Artist would fail to comply to the clauses of the contract, the Client shall demand the immediate interruption of the performance and shall be reimbursed fully or partially depending on the circumstances that led them to stop the performance and must justify the reasons for doing so.

#### 2. BY THE ARTIST (and potential participants or Management in situ):

- In a case in which the physical integrity and/or moral integrity of the Artist is threatened (insults, violence, threatening and/or dangerous behavior from the guests, from the Client, or the Host...)
- In a case in which voluntary damage occurs to their equipment or to the equipment made available to them, thereby rendering the service impossible In a case in which the Client himself/herself would fail to comply to the clauses of the contract or to the conditions of the performance as defined.

The Artist may immediately terminate their mission and leave the venue of the performance and shall demand a full payment of the remaining balance, if it was not previously paid.

# **ARTICLE 09: CONFIDENTALITY AGREEMENT**

The terms and clauses written in the contract are confidential and shall be kept to the sole attention of the signatories, to wit the Management/Artist and their Client.

No piece of information written in the contract shall be disclosed to a third party, including Vendors/Artists involved, apart from the referents named in the invoice, or persons entitled to payment, for informational purposes only and in compliance with the contract in its entirety

Any disclosure of confidential information or information relating to the articles within the contract, to third parties other than those authorized to organize the service, and to pay for it, is strictly forbidden and may result in legal action.

# **ARTICLE 10: GENERAL CLAUSES**

## 1. ALTERATION OF THE CONTRACT

No alteration of the contract shall be made nor validated unless the contract is written, accepted and signed by both parties.

No alteration of the contract shall be valid, unless it is initiated and signed by one of the legal representatives of the Management or of the Client. Any alteration to the contract validated by mutual agreement shall cancel and replace the previous contract in its entirety.

## 2. APPROVAL & VALIDATION

The signature at the bottom page of the contract indicates your full acceptance of the general terms and conditions mentioned above. The performance as described, shall be confirmed upon the signature of the contract, and upon the wire of the deposit.

## 3. NON-SOLLICITATION CLAUSE

The Artist is hired by an exclusive contract with M8TE Agency for the detailed mission. The Artist shall not directly sell their services to the Host/Client or to the attending guests. In addition, as mentioned in the contract linking the Client to the Management, the Client (and their guests) are strictly forbidden to solicit directly the staff hired by M8TE Agency, through which all subsequent booking requests must be passed.

## 4. SOUS-TRAITANCE

The present contract shall not be the object of subcontracting by the Artist, except in case of a force majeure event, or of a prior agreement with the Management or the Client.