

# COLE KITCHENN

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## AGENCY AGREEMENT

On this date an agreement has been made between

the Artist **Jorgie Porter**  
of

and **Cole Kitchenn Personal Management Ltd**  
of **ROAR House**  
**46 Charlotte Street**  
**London**  
**W1T 2GS**

This is a letter to confirm that you have appointed us to represent you as your sole and exclusive agents and to set out the terms upon which we will supply those services. We are members of the Personal Managers Association ("PMA") and we are governed by the PMA's Code of Conduct (the "Code") and the PMA's Notes for Artist's Agents (the "Notes"), copies of which are available should you wish to see them.

Cole Kitchenn Personal Management Ltd, like all Agents and Managers, are regulated by The Conduct of Employment Agencies and Employment Businesses Regulations 2003. Under the terms of these regulations we are required, by law, to have in place a signed agreement that outlines the terms in which we provide our services to you. This terms of business stipulates those terms and provide clarity going forward.

**The appointment of the Agent by the Artist shall come into effect immediately and shall continue until either party serves written notice with no minimum period applicable, which will have immediate affect.**

The Agent is obliged to obtain the Artist's express consent before entering into any binding commitment on behalf of the Artist.

The Agent will endeavour to promote and advance the career and interests of the Artist.

The Agent will negotiate fees for all engagements and employment of the Artist whether or not the Agent was instrumental in obtaining the engagement, employment or contract.

Subject to the Artist's express consent the Agent will negotiate all terms of contracts on behalf of the Artist, provided that the Artist signs all such contracts personally.

The Agent will endeavour to ensure that all monies are collected which are due to the Artist in respect of employment or contracts to which this agreement applies whether or not the Agent negotiated the terms of employment or the provisions of the contract.

If the Artist is registered for VAT and has notified the Agent of that registration the Agent will include a claim form for VAT in all claims for remuneration for the Artist. The Agent must be informed if the Artist ceases to be so registered.

Within 10 working days of receipt of any monies due to the Artist the Agent shall pay such monies to the

Artist without any deductions other than the commission due to the Agent, VAT payable on that commission and any outstanding advances loaned from the Agent to the Artist.

The Artist agrees not to engage any other agent in any connection to work without the express written agreement of the Agent or until the termination of this agreement

The Artist will refer all enquiries and approaches of work to the Agent.

The Artist will use his/her best endeavour to keep the agent informed at all times as to:

- the Artists current address, telephone/mobile/pager number
- when the Artist is not contactable by phone
- when the Artist will not be available to undertake engagements or employments, unless the reason is an engagement or employment which the Agent has arranged. This exception does not apply to extensions of such engagements or employments of which the Agent may not be aware.

The Artist is obliged to carry out to the best of his/her ability all contracts and engagements and the duties of all employments to which this agreement applies.

The Agent shall be entitled to commission at the following rates:

0% for Theatre contracts where the pay is below Equity minimum  
10% for Theatre contracts where the Basic Weekly Fees\* are £449 or below  
12.5% for Theatre contracts where the Basic Weekly Fees\* are £450 and above  
12.5% for Radio  
12.5% for 'Scripted' work on Television & Film  
15% for 'Non scripted' work on Television and Film  
15% for Commercials and Voice Over  
20% for Overseas Commercials, Corporates, Recording Contracts and Non-Television & Film 'Non-scripted' Work (ie magazine shoots, interview fees etc etc)

plus 20% VAT (or standard rate) charged on all commission

Please note that any commission that Lime Pictures take on projects, as per your current agreement with Hollyoaks, is completely separate and does not affect the above commission rates.

If you appoint any third party (for instance a Public Relations company), at the express written consent of ourselves, we will only charge commission on fees you receive less the third party's commission.

12.5% on all other earnings residuals and royalties from work to which this agreement applies, provided that:

- commission shall not be payable unless and until payment is actually received by the Artist or the Agent
- commission shall not be payable in respect of sums paid as reimbursements of the expenses incurred by the Artist in connection with the work
- commission is payable in respect of earnings residuals and royalties from work for which the Artist entered into a contract negotiated by the Agent even if the work was actually done following termination of this agreement

\* = Basic Weekly Fees are defined here as total taxable amount, i.e. basic pay plus any other regular charges that are commissionable including cover responsibilities, push and pull payments etc etc. Not included in this amount are non taxable amounts such as subsistence, travel payments etc.

Post termination of this agreement by either party, you will be due to pay us full commission on the

following:

- any contract that you enter into for the duration of this agreement
- any work that you have been suggested for by ourselves, or that we have entered into discussions for on your behalf, for the duration of this agreement (a list of submissions to be given to you on termination of agreement within 14 working days)
- any renewal of any contract that you have entered into for the duration of this agreement whether we negotiate the renewal or not, for up to three years post termination of the contract (i.e contract renewal on a West-End show or recurring television drama for instance).

Both parties warrant to each other that they are free to enter into this agreement and that it does not infringe any other agreement by which either of them is bound. Any statement or undertaking by either party which is not contained in this agreement shall not be binding.

.....  
The Artist

.....  
The Agent

Date .....

Date .....