

ADDENDUM to the Artist performance agreement for
THE FESTIVAL -----

Dated: _____

BETWEEN

1. **((nombre de la sociedad)), S.A.**
with company tax code ----- and with its principal offices at -----
(the “**PROMOTER**”).

And

2. _____
 (“**THE LEGAL REPRESENTATIVE**”) with its principal offices at _____
as the legal representative
for all matters set out herein for _____ (the “**ARTIST**”; such
term to include each performer appearing on stage with the **ARTIST** and any
technicians supplying services to the **ARTIST** during the Performance, as defined
herein, and, in the event that the **ARTIST** is a band or group rather than a single
performer, each individual member of the same, collectively and individually).

Whereas: under an between the **LEGAL REPRESENTATIVE** and the **PROMOTER** the **ARTIST** is due to appear and perform at the [.....] **FESTIVAL** ----- at -----, Spain (the “**Festival**”) organised by the **PROMOTER** (the “**Performance Agreement**”);

In exchange for the authorisation granted herein to the **PROMOTER** and a), the corresponding benefit that both the **LEGAL REPRESENTATIVE** and the **ARTIST** shall receive from the promotion of the **ARTIST** should the **PROMOTER** exploit the Recordings (as defined herein), and b) the all-inclusive fees payable under the Performance Agreement, it is hereby agreed that the Performance Agreement shall be modified and added to as follows:

1. **LEGAL REPRESENTATIVE**

The **LEGAL REPRESENTATIVE** confirms that it is the sole representative of the **ARTIST** and by written contract with the same the **LEGAL REPRESENTATIVE** is fully entitled to enter into this addendum and each of its provisions on behalf of the **ARTIST** and itself and that the **PROMOTER** need not conclude any agreement with the **ARTIST** in order to secure the practical and legal effect intended by this addendum and each of its provisions.

2. Authority to live broadcast and record

The LEGAL REPRESENTATIVE on behalf of the ARTIST, irrevocably grants all due and/or necessary authorisation to the PROMOTER to live-broadcast, video, film and/or record the performance of the ARTIST at the FESTIVAL ----- (respectively, the “Performance” and the “Festival”, and all such audio and/or audio visual recordings in any format howsoever being the “Recordings”). Notwithstanding the immediately forgoing, the LEGAL REPRESENTATIVE on behalf of the ARTIST agrees and acknowledges that the copyright in the Recordings shall be the absolute property of the PROMOTER.

3. Exploitation

Without limitation to the immediately forgoing, in relation to any rights whatsoever that the ARTIST may have in the Performance, the LEGAL REPRESENTATIVE on behalf of the ARTIST hereby irrevocably grants to the PROMOTER: i) the right to make copies of the Recordings as many times and in as many quantities as the PROMOTER deems necessary for its exploitation of the same; and (ii) the right to broadcast or transmit the Performance and the Recordings, whole or in part(s), live or deferred on radio, television, the internet and/or on all forms of audiovisual media now known or hereafter invented regardless of the manner of transmission, re-transmission or the devices or payment terms for reception

..., throughout the world for the full duration of any rights of any nature howsoever in or to the same and the right to delegate or sublicense each such right to any parties howsoever.

OR

....., to be exercised in accordance with the following schedule of broadcasts, transmissions, territories and media bodies only:

Media Bodies (“Media Bodies”)	Duration of Rights (“Rights Duration”)	Manner of Media Broadcast		Territory
	(for an unlimited number of broadcasts in each case)			
Radio 3	12 months	Live/ Deferred	Radio (including Internet webstreaming)	Spain
EBU (European Broadcasting Union)	12 months	Deferred	Radio (including Internet webstreaming)	Europe
Le Mouvement	12 months	Live/ Deferred	Radio (including Internet)	France

Couleur 3	12 months	Live/ Deferred	webstreaming) Radio (including Internet webstreaming)	Switzerland
Radio Canada	12 months	Live/ Deferred	Radio (including Internet webstreaming)	Canada
Classique 21	12 months	Live/ Deferred	Radio (including Internet webstreaming)	Belgium
Pure FM	12 months	Live/ Deferred	Radio (including Internet webstreaming)	Belgium
RAI (Radio2)	12 months	Live/ Deferred	Radio (including Internet webstreaming)	Italy
MTV España	12 months	Deferred	TV	Spain
Canal 9	12 months	Deferred	TV	Valencia, Spain
TV3	12 months	Deferred	TV	Cataluña, Spain
MTV Italy (Brand New Channel)	12 months	Deferred	TV	Italy
MCM	12 months	Deferred	TV	France
Fiberfib.com	12 months	Live/ Deferred	Internet webstreaming	Worldwide
Emisión Digital	12 months	Live/ Deferred	Internet webstreaming	Worldwide

For any other media entities or bodies, and/or for those Media Bodies referred to immediately above but outside of the Rights Duration, the PROMOTER may broadcast or transmit the Performance, or delegate or sublicense the right to do so to third parties, for non-commercial purposes, including publicity or promotion for the PROMOTER, where each such single broadcast, transmission or promotional use is limited to 3 song performances from the Performance only.

4. No additional compensation

Neither the LEGAL REPRESENTATIVE nor the ARTIST shall receive any fees, royalties or other compensation howsoever in return for the authorisation set out in Clause 3 above nor in relation to the exercise of the same by any delegates, sublicensees or any other parties howsoever and the LEGAL REPRESENTATIVE acknowledges on behalf of the ARTIST that the fees payable under the Performance Agreement already take such grant, among other things, into account and accordingly contain adequate and fair remuneration in relation to the same.

5. No obligation to record or exploit

The PROMOTER is not obliged to make any audio or audio/visual recordings of the Performance nor to exploit the Recordings, if any, in any manner howsoever. Notwithstanding any other provision of this addendum, the LEGAL REPRESENTATIVE shall receive a copy of the audio and/or audio/visual Recordings, either edited or unedited, for his final approval of the same on behalf of the ARTIST before their first instance of non-live exploitation hereunder. If the LEGAL REPRESENTATIVE has not made any written objection within three working days of receipt of such copy, the Recordings shall be deemed to have been irrevocably approved; if the LEGAL REPRESENTATIVE notifies the PROMOTER in reasonable detail and in good faith of any incurable objections that it may have to the Recordings, that part of the Recordings that is subject to objection shall not be commercially exploited hereunder.

6. LEGAL REPRESENTATIVE's copy

In the event that the Promoter does make an audio-only recording of the Performance, the LEGAL REPRESENTATIVE, on behalf of the ARTIST, shall receive from the PROMOTER a copy of the same free of charge provided that it has made a corresponding written request to the PROMOTER prior to the commencement of the Festival. The LEGAL REPRESENTATIVE and the ARTIST are authorized to use their copy for personal, non-commercial and promotional purposes only, any other use being the subject of a separate agreement with the PROMOTER at the latter's discretion.

7. Archive copies

Without limitation to any other provision herein, the PROMOTER may, at its discretion, safeguard and archive copies of the Recordings.

8. Representations, warranties, undertakings and indemnities

8.1 The PROMOTER represents, warrants and undertakes that the PROMOTER shall be solely responsible for any synchronisation fees payable to any entitled music publishers upon the exploitation of the Recordings contemplated herein.

8.2 The LEGAL REPRESENTATIVE represents, warrants and undertakes that:

- a) whereas the PROMOTER shall be solely responsible for the payment to the LEGAL REPRESENTATIVE of all fees due under the Performance Agreement, the LEGAL REPRESENTATIVE shall be responsible for all payments of the same to the ARTIST, and the ARTIST shall not look to the PROMOTER for payment of any kind howsoever in relation to the Performance or any exploitation of the Recordings contemplated herein;
- b) that there are no agreements with any third parties, including, without limitation, any exclusive recording agreements between the ARTIST and any record companies, which will prevent, restrict or otherwise interfere with the

practical and legal effect intended by this addendum and each of its provisions;

- c) that upon request by the PROMOTER the LEGAL REPRESENTATIVE shall procure from the ARTIST the latter's signature to any document required by the PROMOTER in order to effectively consummate the practical and legal effect intended by this addendum and each of its provisions;
- d) that the PROMOTER may use the name, likeness and/or logo of the ARTIST in connection with any advertising and publicity for any exploitation of the Recordings contemplated hereunder, either independently or together with mention of the Festival's corporate sponsors;
- e) without limitation to any other provision of this addendum, that the ARTIST consents to photographs being taken of the Artist during the Performance and being used, without limitation, pursuant to Clause 8.2 d) immediately above.

8.3 The parties agree to mutually indemnify and hold each other, their affiliates and employees harmless from and against any and all loss, injury or damage (including, but not limited to, any reasonable attorneys' fees) occasioned by any and all claims, demands or causes of action arising as a result of a breach of any of the respective representations, warranties or covenants of the parties under this addendum.

9. Miscellaneous

9.1 It is intended that this addendum be executed by the same LEGAL REPRESENTATIVE as that which executed the Performance Agreement. If for any reason it is not, the LEGAL REPRESENTATIVE represents and warrants that it and the ARTIST intend this addendum for all purposes to be a binding and enforceable addendum to the Performance Agreement as if executed by the same parties in each case. If for any reason it is deemed that this addendum is not a valid addendum to the Performance Agreement the parties agree that it shall be treated as a stand-alone agreement enforceable on its own terms.

9.2 The LEGAL REPRESENTATIVE agrees that in the event of any default of any of the terms of this Addendum by the PROMOTER, the LEGAL REPRESENTATIVE'S and the ARTIST'S only remedy will be an action at Law for damages, if any, actually suffered by the same. In no event will the LEGAL REPRESENTATIVE or the ARTIST be entitled to rescind this addendum or receive injunctive or other equitable relief, or enjoin or restrain the exploitation of any of the rights granted under this addendum.

9.3 This addendum shall be governed by Spanish Law and shall be subject to the exclusive jurisdiction of the courts of Madrid.

Signed _____

Printed Name_____

For and on behalf of

THE LEGAL REPRESENTATIVE

(as legal representative for the ARTIST for all matters set out herein).

Signed_____

((((Festival Director's Name)))

For and on behalf of

THE PROMOTER

((((Festival Society's Name)))