



PRIMARY TALENT INTERNATIONAL

THE PRIMARY BUILDING, 10-11 JOCKEY'S FIELDS, LONDON WC1R 4BN UK

Tel: +44 (0)20 7400 4500 Fax: +44 (0)20 7400 4501

www.primarytalent.com mail@primarytalent.com

An agreement, number **310512-TOY-75634**, dated: **Wednesday, 28 March 2012**

Between **PIERRE-ALAIN ETCHEGARAY** on behalf of **CABARET ALEATOIRE** (the Promoter) and **TOY** (the Artist)

Whereby the Promoter engages the Artist and the Artist accepts the engagement, to present the Artist:

TOY

To appear at the venue(s) on the date(s) and upon the terms set out below:

Find Out Festival @ Cabaret Aleatoire, Marseille, France - Thursday, 31 May 2012

SALARY

The Artist agrees to appear for a total of 1 performance(s) for a total fee of:

A Production contribution of EUR €500 net & free of taxes and and Artist Fee of €500 subject to Artist Tax

Payment

The Promoter agrees to pay the sum of EUR € 500 (50% of the Artist's guaranteed salary) by Swift to Primary Talent International to the credit of their Euro Client Account:

Barclays Bank Plc
Media Banking Team
27 Soho Square
London BX3 2BB
United Kingdom
Account Name: Primary Talent International Euro Client Account
Account Number: 76341088
Sort Code: 20-05-75

Swift Code: BARCGB22
IBAN Number: GB22BARC20057576341088

To arrive at least two working days prior to 30 April 2012 to allow for international settlements. It is imperative that Promoter advise Primary Talent International of the Swift number on day of deposit to facilitate the tracing of monies and to avoid any unnecessary confusion and / or embarrassment due to unreported deposits.

The balance to be paid as follows:

By Swift the first working day after the Artist's performance to credit the above account.

It is imperative that the Promoter advise Primary Talent International of the Swift number on day of transfer to facilitate the tracing of monies.

Percentage Details

NONE

General Clauses

1. The Artist will receive billing on all advertising and promotion for the performance as follows:-

310512-TOY-75634

DAY 3 - Thursday May 31st (*Indie Pop/Rock*)

20h30 Open

21h00 Gender Bender

22h00 Toy

23h00 GIRLS

00h30 Close.

2. The Promoter agrees to provide and pay for P.A. & Lighting systems to meet the Artist's specific requirements.
3. The Promoter shall guarantee proper security at all times to ensure the safety of the Artist, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the performance(s). Particular security must be provided to the areas of the stage, dressing rooms, and all exits and entrances to the auditorium and remote mixing console. Security protection to commence upon arrival of the Artist on the premises until the Artist's departure.
4. The Promoter will advise the Artist (in writing) when returning this contract the rate of PRS (or the local equivalent performance royalty) and will supply the Artist with a receipt for the same specifying in detail the amount paid on the performance(s) on this contract within 7 days of the show.
7. The attached rider shall form an integral part of this agreement.
8. The Promoter will ensure that no recording of any sort or description and for any purpose shall be made of any part of the Artist's performance without specific written agreement of the Artist.
10. The Artist will not be required to play for more than a total of
11. The Promoter will provide and pay for backline to meet the Artist's specifications.
12. (a) In the event that any performance hereunder is cancelled by the Artist or the Promoter due to the occurrence of an event outside the reasonable control of the Promoter and/or the Artist and which could not have been reasonably foreseen and prevented by the parties and which affects the performance by both of either of the parties of their or its material obligations under this agreement including without limitation illness, accident, an act or regulation of public authority, fire, riot or civil commotion, lockout or strike or other labour dispute, climate conditions, natural disaster, terrorist acts (or the reasonable anticipation thereof), acts or declarations of war (or the reasonable anticipation thereof), disease, epidemic, substantial interruption in, or substantial delay or failure of, technical facilities, failure, closure or substantial delay of necessary transportation services, emergencies, or acts of God:
 - (i) Neither party shall be in default of it's obligations pursuant to this agreement and subject only to clause (a)(ii) below neither party shall have any liability to the other by virtue of such cancellation;
 - (ii) The Artist may deduct (and to the extent not already paid to the Artist the Promoter shall pay to the Artist) the amount of any costs or expenses incurred by the Artist in connection with such cancelled performance from the Guarantee and shall repay to the promoter within 30 days or written demand therefore the balance (if any) of Guarantee previously received by the Artist in respect of the performance ; and
 - (iii) The Promoter shall be responsible for any costs or expenses incurred by Promoter as a consequence of such cancellation.
- (b) In the event that the Promoter cancels any performance or terminates this agreement for any reason other than:
 - (i) Pursuant to clause (a) above; or
 - (ii) Due to a material breach of this agreement by Artist;The Guarantee (to the extent not already received by the Artist) shall be payable in full to the Artist within 7 days of such cancellation or termination.
13. All passes and relevant documents needed to facilitate the easy access to all areas of the festival, including vehicle, backstage and Artist passes, to be sent to Primary Talent International Limited no later than 1 month prior to the show
14. The Promoter agrees to provide and pay for first class hotel accommodation for a maximum of 6 persons, consisting of 2 twin room(s), and 1 double room for the night of May 31st 2012
15. The Promoter to provide a full itinerary with names, addresses and phone numbers of hotels and venues, also arrival and playing times. The itinerary to be with Primary Talent International Limited no later than 1 month prior to the show
16. The Promoter agrees to provide and pay for all internal transports for the Artist and/or equipment.

17. The Artist's fee is subject to 15% Foreign Artist tax. The Artist is responsible for providing E101/ A1 social security forms to the promoter
18. It is a condition of this Contract that should it not be exchanged WITHIN 14 DAYS of its issue and no written objection having been made the terms verbally agreed shall constitute a binding agreement.
19. The Artist and their representatives are in no way liable for any prosecutions or fines incurred as a result of illegal promotion of the show.
20. This Agreement shall be construed and governed in all respects in accordance with the Laws of England and the courts of England shall be the courts of jurisdiction.
21. The Promoter agrees to contact Steve Backman at Primary Talent International, 10-11 Jockey's Fields, London, WC1R 4BN, United Kingdom. Tel: +44 (0)20 7400 4500, Fax: +44 (0)20 7400 4501, Email: stevebackman@primary.uk.com, immediately should there be any queries relating to the Contract, Additional Clauses or any aspect of the Artist's performance.

Please sign the signature block below

I/We the undersigned acknowledge that I/We have read the above contract and clauses and agree that they will be adhered to in detail.

Signed (the Promoter) _____

Address _____

Signed (Artist) _____

Address _____

INFORMATION SECTION

Promoter Details:

Pierre-Alain Etchegaray
Cabaret Aleatoire
41 Rue Jobin
Marseille 13003
France

Email: programmation@cabaret-aleatoire.com

Artist Details: TOY

Tour Manager Details:

Venue Details:

Cabaret Aleatoire
41 Rue Jobin
Marseille 13003
France

Venue Date: Thursday, 31 May 2012

Times

Get In:

Sound Check:

Act 1:

Act 2:

Act 3:

Act 4:

Curfew:

PRIMARY TALENT INTERNATIONAL, THE PRIMARY BUILDING 10-11 JOCKEY'S FIELDS, LONDON WC1R 4BN
TEL: +44 (0)20 7400 4500 FAX +44 (0)20 7400 4501

This agency is not responsible for any non-fulfilment of Contract by Proprietors, the Promoter or Artists, but every reasonable safeguard is assured.