

BRESCIA, 19/05/2017

**ARTISTIC PERFORMANCE AGREEMENT
for EVENTS Marnik - Wow Blanes, 04/08/2017**

CONTRACT NO.359

This private agreement is valid for all legal purposes..

ART. 1 ENTITIES

the parties:

Superwave Agency
sant josep 1 palafolls
08389 - Spain
Italy
ES46965839T
Ivan lorenzo

hereafter also "promoter"/"organizer"

Marnik

here present in their capacity as the artist's producer

VIRGO S.N.C.
Di A.Gobbi e M.Capacchietti
Via Branze 44
25123, Brescia
Italia
VAT: IT03721750986

Vested with the necessary powers to sign this agreement for and behalf of the above-mentioned artist
Hereafter, therefore, each and every obligation undertaken by the producer shall be attributable directly to the artist they represent.

hereafter also "producer"/"agent"/"artist"

ART. 2 PURPOSE

the artist agrees to carry out an event to be held on 04/08/2017
At Wow Blanes of 17300 Blanes - Spain
From
To

ART. 3 FEES

the agreed fee for the artist is euro 3000 LANDED net of tax as required by law
It is the promoter's responsibility to pay any and all taxes or duties due on the basis of the fee as agreed.
The fee shall be paid as follows:

euro 700 LANDED as a down payment by 03/06/2017
euro 2300 LANDED as a down payment by 13/07/2017

The payment must be made by bank transfer with the following bank details

BANCA DI CREDITO COOPERATIVO DI BRESCIA SCRL
Via Diaz, 30 – 25010 San Zeno Naviglio (BS)
ACCOUNT HOLDER: VIRGO SNC
IBAN: IT62J0869255210050000002442
BIC/SWIFT: CCRTIT2TH

Everything, in addition to hotel, catering and travel expenses, is as agreed as follows

Any breach or delay in the aforementioned payment entitles the artist not to perform with the entitlement to retain the amounts received up until that time

ART. 4 EVENT BOOKING AND COMMERCIAL INTERMEDIATION

The promoter undertakes to confer exclusive assignment to the current Company VIRGO S.N.C. in Brescia Via Branze 44 - IT03721750986 for all bookings and commercial intermediation of the event indicated above, undertaking to pay VIRGO S.N.C. the agreed amount as their fee.

All these conditions as per special clause and attachment below.

ADDENDUM

+ Hospitality

SPECIAL CLAUSES

ART. 1

The general clauses above are an integral and substantial part of this agreement.

ART. 2 EXCLUSIVITY

The artist undertakes not to hold any show in the 30 days before the event date and within 50 km from the place specified in the introduction.

ART. 3 FEES

In regards to the fee, the promoter shall undertake to pay the amount indicated in the general clauses net of any and all tax.

It is the promoter's responsibility to pay any and all taxes or duties due on the basis of the fee as agreed.

The promoter is the only legally responsible entity in the event of failure, wholly or in part, to fulfil the obligations concerning the payment of taxes and/or duties related to the agreed fee.

The promoter shall also undertake to pay accommodation expenses, catering, travel expenses and riders, which are expressly excluded from the fee above, as well as any other type of expense associated or consequent to the organized event.

There is no provision for artist bonuses unless otherwise expressly agreed upon between the parties.

ART. 4 PAYMENT TERMS AND CONDITIONS

The fee as agreed above shall be paid according to the terms and conditions described in the general clauses.

The promoter expressly undertakes to provide proof of payment immediately after its execution.

Any breach or delay in the aforementioned payment entitles the artist not to perform, without this having any consequence against them, with the entitlement to retain the amounts received up until that time

These contractual provisions shall be regarded as not subject to any amendments of changes.

ART. 5 SHOW ORGANIZATION

The promoter is responsible for the organization of the show as well as ticket sales.

The risks and costs associated with the organization are the sole responsibility of the promoter.

Should more than one artist be performing during the same event. the organizer must inform the artist beforehand as well as agreeing with the artist a time and a precise order of performance.

In the event of breach of these provisions, the artist is entitled not to perform with the entitlement to retain all amounts received up until that time.

ART. 6 PLACE OF PERFORMANCE

The organizer, at the agreed location for the performance, undertakes to make available suitable facilities for the proper running of the show within 7 days from the date that has been set.

In any event, the organizer is obliged, at their own responsibility and expense, to set up and keep available the facilities expressly agreed with the artist as per the Technical sheet attached to this agreement.

Should the organizer not provide the facilities agreed upon, and should the event be unable to be held at the site and/or on the agreed date, the artist is entitled not to perform with the entitlement to retain all amounts received up until that time.

ART. 7 SHOW MATERIALS

All materials required for the proper execution of the show as requested by the artist must be made available by the promoter who will bear all related costs.

The promoter is also required to bear all costs related to the material even in the event that this is provided directly by the artist.

The materials must be received in time for the preparation of the stage, sound check and anything else which is required to ensure the smooth running of the show.

Should the required materials not be available, or incorrectly set up in time for the show, the artist is entitled not to perform with the entitlement to retain all amounts received up until that time.

ART. 8 INPS/ex ENPALS MANAGEMENT, LICENSES, VISA, PERMITS AND AUTHORIZATIONS FOR THE RUNNING OF THE SHOW

The promoter agrees, at their own responsibility and expense:

- 1) to pay the social security contributions for the engaged artist to the extent provided by law;
- 2) to obtain, at least 4 weeks before the date set for the event, all licenses and authorisations required to carry out the show;
- 3) to obtain visas and work permits, required by law, with respect to all persons involved either directly or indirectly in the organization of the show;
- 4) to obtain all authorisations required for the proper running of the event.

The promoter is the only legally responsible entity in the event of breach or irregularities in the fulfilment of the obligations taken on as above.

The promoter is obliged to indemnify and hold harmless the artist from any burden that may arise as a result of the untruthfulness of statements in relation to the fulfilment of such obligations.

ART. 9 SAFETY

The promoter is obliged, at their own expense, to take all appropriate measures to ensure the safety of the venue and facilities as well as the artist and their staff, the tour manager, the audience and, more generally, the proper conduct of the performance.

It is expressly understood that nobody can access the stage area if not expressly authorized by the artist themselves.

The promoter is responsible for any loss of and/or damage to the artist's materials and the materials provided by the artist themselves.

The promoter is required to compensate the artist and their staff and any other person involved in organizing the event for any damage caused to the same during the show

ART. 10 DRESSING ROOMS

The organizer shall provide the artist with a room to be used as a dressing room near the stage for the show, equipped with everything they require so that they can get ready for the show, as well as a bathroom with private access.

ART. 11 HOTELS, TRAVEL, RIDER AND CATERING

The promoter is obliged to reimburse all hotel expenses, minimum 5 stars, for the artist and their staff according to the specifications provided in the artist's rider.

The promoter shall provide a catering service for the artist and their crew of technicians.

The promoter is also required to reimburse all expenses incurred for travel of any kind (including aircraft)

For information on hotel services, catering and transport, please refer to the annex to this agreement which regulates such services.

ART. 12 PROMOTION

The artist expressly authorizes the organizer to use their name or pseudonym, image, likeness, logo, and whatever else is required to recognize them, to promote the show.

From the organizer's side, they are obliged to ensure that such recognition elements are not used, directly or indirectly, for forms and/or modes of audiovisual, photographic or cinematographic advertising of any other kind, not directly linked to the organized event.

The organizer is responsible for promoting the event.

The organizer undertakes to carry out, at their own expense, promotional activities for the event as previously agreed with the artist and the producer, as well as undertaking to prepare adequate publicity for the show for a time period of at least 30 days prior the date of the same show.

Any material intended for promotion of the event shall be provided exclusively by the producer through the press kit that shall be provided following the signing of this agreement.

All types of interviews, recordings and, more generally, any activity to promote the event by any means, must be explicitly approved by the company which is producing the event. Indeed, no type of promotion of the event is permitted which is not previously and expressly authorized by the producer.

In the event of failure, wholly or in part, to fulfil these provisions, the artist is entitled not to perform in addition to the entitlement to retain all amounts received up until that time.

ART. 13 INTELLECTUAL PROPERTY RECORDING PROHIBITION

The show cannot be filmed, recorded or reproduced without the artist's express consent who shall determine the terms and conditions.

Subject to the above, nobody but the artist and their staff can bring professional audio/video recording devices onto the venue.

The promoter is obliged to take all necessary measures to prevent persons who are not expressly authorized, to record and broadcast all or part of the show, by any semi-professional or professional means.

The promoter is also not permitted, unless specifically authorized, to sell any type of merchandise that makes reference to the artist's official trademarks.

All intellectual rights and property, including copyright of the show, are attributable exclusively and wholly to the artist.

ART. 14 INSURANCE

The promoter is obliged, at their own responsibility and expense, to enter into an insurance contract with a limit of no less than Euro 5,000,000 to cover events, due to force majeure, accidents and natural disasters that may occur at the show.

The artist may request a copy of the insurance contract entered into within 10 days from the event.

ART. 15 SPONSORS

The promoter, with the artist's prior express consent, can make use of sponsors to cover the costs of organizing the show.

In such a case, the sponsor shall be permitted to display their own material, possibly in the show venue, with the following wording "EVENT SPONSOR".

ART. 16 CANCELLATION OF SHOW BY ARTIST

The artist is entitled to cancel or shorten their performance in the following cases and without any financial burden:

- Health reasons;
- Serious personal reasons;
- Very important professional opportunities of greater national or international prominence;

In the event of any of the previous cases, the artist is obliged to immediately notify the promoter.

In this case, the parties undertake to agree on a new date of the event or, if this is not possible, the artist shall only be required to reimburse the promoter for the amounts already received.

ART. 17 CANCELLATION OF THE SHOW FOR REASONS ATTRIBUTABLE TO THE PROMOTER

In all cases in which the execution of the show is impeded or compromised for reasons attributable to the promoter, the promoter is obliged to pay a full penalty of an amount equal to the agreed amount as compensation plus reimbursement of all expenses incurred by the artist.

The following are reasons for cancelling the event for reasons attributable to the promoter:

- Failure, wholly or in part, or delay, to fulfil the obligations undertaken by means of this agreement;
- Failure, wholly or in part, or delay, to fulfil the obligation of payment of professional fees agreed upon in this agreement;
- Failure to fulfil obligations as agreed in this agreement in terms of safety and intellectual property;
- Failure to fulfil the obligation to obtain all licenses and authorizations for the proper organization and execution of the show as described in this agreement;
- Breach of the provisions of this agreement in terms of insurance policy;
- Breach of the provisions of this agreement regarding visas and work permits;
- Failure to comply with any legal provision in force at the place of execution of the show. Should compliance with local regulations make it impossible to fulfil one of the obligations of this agreement, the promoter shall give prompt written notice to the artist who shall be entitled not to perform without anything attributable to them;
- Unsuitability of the facilities and/or the structure hosting the event;
- Lack of such conditions as to allow the artist's performance in accordance with the protection of image and reputation of the same (e.g. a small audience in the venue, the presence of other artists performing at the same event without it having been agreed upon previously with the artist);
- Bankruptcy or insolvency of the promoter.

The list above shall be understood as being merely an example.

In all cases in which Virgo Snc is liable to pay any amount in favour of the artist or agent as a result of the promoter's failure, wholly or in part, to fulfil his or her obligations towards the artist, even in terms of the cancellation fee, Virgo Snc shall be entitled to act directly against the promoter for the full restitution of any and all amounts paid, in addition to compensation for damages suffered.

ART. 18 CANCELLATION OR SUSPENSION OF SHOW DUE TO FORCE MAJEURE

If the show can not be executed for reasons of force majeure occurring prior to the show and the artist is informed before they have begun travelling to the venue or at least 48 hours before the event, the promoter shall be required to

pay half of the agreed fee plus reimbursement of all expenses already incurred by the artist.

If, on the contrary, the show can not be executed for reasons of force majeure occurring prior to the show and the artist is not informed before they have begun travelling to the venue, the promoter shall be required to pay the entire fee agreed upon in addition to reimbursement of all expenses already incurred by the artist.

Causes of force majeure include but are not limited to natural disasters, floods, epidemics, lack of electricity, fire, rulings to close down the venue for reasons not attributable to the promoter, delays or cancelled flights/trains/ferries, uprisings, riots or strikes, war or acts of terrorism, adverse weather conditions.

In any event, causes of force majeure that make it impossible to properly conduct an event must be documented by a statement made by a public authority.

In the event of death, illness and/or injury of the artists that prevents the execution of the show, the promoter shall, in all cases, reimburse the artist for expenses incurred.

ART. 19 EVENT BOOKING AND COMMERCIAL INTERMEDIATION

The promoter undertakes to confer exclusive assignment to the current Company VIRGO S.N.C. in Brescia Via Branze 44 - IT03721750986 for all bookings and commercial intermediation of the event, undertaking to pay VIRGO S.N.C. for the agreed amount as their fee, all of which is described in detail in the annex to this agreement which forms an integral and essential part of it.

In the event of failure, wholly or in part, to fulfil obligations undertaken by the promoter against the intermediary VIRGO S.N.C., the artist is entitled not to perform with the entitlement to retain all amounts received up until that time.

ART. 20 COMMUNICATIONS AND NOTIFICATIONS

All communications and notifications relating to this agreement shall be made only to the following addresses:

Via Branze 44 - Brescia Italia
sncvirgo@lamiapec.it

ART. 21 PROCESSING OF PERSONAL DATA

Pursuant to Legislative Decree 196/2003 the parties take note that their respective data shall be used for the implementation of this agreement and for the fulfilment of related legal obligations.

The data shall be managed in a strictly necessary manner in order to achieve the stated purposes and may be communicated to third parties only in order to allow the implementation of this agreement and the fulfilment of its legal obligations.

The parties declare they have full clarity on cancellation, transformation and blocking operations of the processed data in violation of the law and the possibility to request the updating, rectification or integration of the data.

ART. 22 JURISDICTION

For any dispute arising between the parties regarding the interpretation or implementation of this agreement, the parties recognize the exclusive jurisdiction of the court of Brescia, Italy

ART. 23 GOVERNING LAW

Italian law is the governing law of this agreement.

ART. 24 PROPOSAL EFFECTIVENESS

This agreement shall be a binding contract and have the force of law between the parties when signed and returned within a deadline of 5 days after receiving it.

ARTICLE 25 FINAL PROVISIONS

Any changes or modification to this agreement must be specifically approved in writing by the parties.

Any change designed to produce effects against VIRGO S.N.C. must, under penalty of total nullity, be previously agreed in writing also by the intermediary company VIRGO S.N.C.

Should a clause or a part of this agreement be found to be void or voidable, the parties agree that such invalidity or annulment does not extend to other parts and/or other clauses of the agreement independent from the vitiated one.

All annexes that follow are an integral part of this agreement; therefore, the same may only be undersigned together with the undersigning of this agreement.

Changes or modifications of annexes must be specifically approved in writing by all parties.

This agreement terminates and supersedes any other previous agreement, entered into in any form, between the parties

Read, approved and undersigned
Brescia, li 19/05/2017

Superwave Agency
sant josep 1 palafolls
08389 - Spain
Italy
ES46965839T
Ivan lorenzo

Pursuant to the combined provisions of Articles 1341 and 1342 Civil Code and as required, clauses pursuant to Articles 2; 4; 5; 6; 7; 8; 12; 13; 16; 17; 18; 19; 22 and 23 are expressly approved.

VIRGO S.N.C.
Di A.Gobbi e M.Capacchietti
Via Branze 44
25123, Brescia
Italia
VAT: IT03721750986
