

BRESCIA, 23/06/2023

ARTISTIC PERFORMANCE AGREEMENT
for EVENT zzzz nuovo - 54 Dreamy Nights, 10/12/2026

CONTRACT N.3500

This private agreement is valid for all legal purposes. The parties:
zzz

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zzzz nuovo
Festivalpark Production Sro
M. Krasove 923/9
196 00 - Prague
Czech Republic
CZ 25285131

hereafter also "promoter"/"organizer"

VIRGO S.R.L.
Via Branze, 44
25123, Brescia - Italia
VAT: IT03721750986

hereafter also "artist"

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"

The following is agreed

ART. 1 PURPOSE

the artist agrees to carry out an event to be held on 10/12/2026
At 54 Dreamy Nights di 491 00 Corfú¹ - Greece
From 10
To 20

ART. 2 EXCLUSIVITY

The artist undertakes not to perform any show in the 30 days before and after the event date and within 50 km from the place specified in the art.1.

ART. 3 FEES

The agreed fee for the artist is eur 2000 net of tax as required by law.
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:

eur 1000 as a down payment by 10/10/2024

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

VISION

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

ADDENDUM

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ART. 4 PAYMENT TERMS AND CONDITIONS

In regards to the fee, the promoter shall undertake to pay the amount indicated in the art 2. plus any kind of 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.

The promoter expressly undertakes to provide proof of payment immediately after its execution at the addresses provided by the agency.

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 and to pretend the complete payment of the agreed penalty and the reimbursements of the expense associated or consequent to the organized event.

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

ART. 5 SHOW ORGANIZATION

The promoter is responsible for the security checks of the stage and of the whole area of the show, of 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 and to pretend the complete payment of the agreed penalty and the reimbursements of the expense associated or consequent to the organized event.

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 agency 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 or for any other cause not caused by the artist, the artist is entitled not to perform and to pretend the complete payment of the agreed penalty and the reimbursements of the expense associated or consequent to the organized event.

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 and to pretend the complete payment of the agreed penalty and the reimbursements of the expense associated or consequent to the organized event.

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 fulfil any obligation with the SIAE or with the pro company of the country where the performance will take place
- 3) to obtain, at least 4 weeks before the date set for the event, all licenses and authorisations required to carry out the show;
- 4) 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;
- 5) 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 and the agency 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 and refund the agency, 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 sustained by the artist and the staff 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 agency and the producer or with the company that represent the artist, 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 and to pretend the complete payment of the agreed penalty and the reimbursements of the expense associated or consequent to the organized event.

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 in favour of the artist 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 30 days before the event.

ART. 15 SPONSORS

The promoter, with the agency'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 this case, the parties solely undertake to agree on a new date of the event within 6 months from the scheduled show in addition to the entitlement to retain all amounts received up until that time.

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. 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 artist is entitled not to perform in addition to the entitlement of the agency to retain all amounts received up until that time and to pretend the complete payment of the agreed penalty and the reimbursements of the expense associated or consequent to the organized event.

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 as reported in the articles 3 and 4
- Breach of the provisions of this agreement regarding the payment of SIAE or ENPALS
- Breach of the provisions of this agreement regarding visas and work permits as reported in the article 8 of this contract;
- Failure to fulfil obligations as agreed in this agreement in terms of safety and intellectual property as reported of the article 9 of this contract
- Failure to fulfil of the promotion terms and the intellectual property as reported in the article 12 and 13 of this contract
- 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;
- 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 the agency 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, the agency 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 agency is informed before the artist or the crew have begun travelling to the venue or at least 48 hours before the event, the agency is entitled to retain all amounts received up until that time and 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 agency is entitled to retain all amounts received up until that time and 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 COMMUNICATIONS AND NOTIFICATIONS

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

Via Caduti del Lavoro, 13

25010 San Zeno Naviglio (Brescia)

sncvirgo@lamiapec.it

ART. 20 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. 21 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 sdfd

ART. 22 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.

ART. 25 FINAL PROVISIONS

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

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 23/06/2023

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VIRGO S.R.L.
Via Branze 44
25123, Brescia
Italia
VAT: IT03721750986

Pursuant to the combined provisions of 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.

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VISION