

**LITHUANIA HQ BOOKING AGREEMENT**

AGREEMENT made 11.04.2024 between Coded, UAB, Laurų Sodų 6-oji g. 17, LT-10150 Vilnius, Lithuania (hereinafter referred to as "MANAGEMENT"), furnishing the services of the artist(s) professionally known as DYNORO (hereinafter referred to as "Artist") and Druskininkų Kultūros Centras, Vilniaus al. 24, LT-66119 Druskininkai, Lithuania, Company No. 188211432, (hereinafter referred to as "PURCHASER").

It is mutually agreed upon between the parties as follows:

The PURCHASER hereby engages the MANAGEMENT and the MANAGEMENT hereby agrees to furnish the entertainment presentation by the Artist hereinafter described (the "Performance"), upon all terms and conditions herein set forth, including those attached hereto entitled "Additional Terms and Conditions".

Event:	Druskininkų kurorto šventė
Date:	25 May 2024
Location:	Vilniaus al. 24, Druskininkai, Lithuania
Show Time:	11:55 PM Local time
Artist Performance/Set Up:	DJ Set
Performance Length:	60 min.
Additional Provisions:	- ... - ...
Stage requirements:	DJ Setup:  Four Pioneer CDJ-2000 NXS2 linked DJ decks or newer models One Pioneer DJM-900 NXS2 DJ mixer or a newer model One microphone, connected to the DJ mixer  Monitoring:  Monitor speakers positioned at the ARTIST's ear level. Preferred systems: Nexo, Martin Audio, d&b, Funktion One, Meyer Sound, L-Acoustics
Billing:	Headline
Transport:	It is agreed and understood that the PURCHASER is responsible for ARTIST's ground transport costs.
Fee:	5,000.00€ (five thousand euros) Guarantee. Unless explicitly stated otherwise in this Agreement, all payments shall be made by wire transfer to the MANAGEMENT.  WIRE TRANSFER SHOULD BE SENT TO: Account Name: Coded, UAB Iban: LT113500010016623113 Swift Code: EVIULT2VXXX Bank: Paysera LT
Deposit(s) Due:	2,000.00€ (two thousand euros) due upon receipt of fully executed contract. 3,000.00€ (three thousand euros) due on or before 24 May 2024.
Accommodation:	PURCHASER to provide and pay for 4* (or higher) accommodation with breakfast and wifi for the ARTIST and touring party. As per tour

	managers specifications.
Ticketing:	...
Catering:	PURCHASER to provide and pay for mutually agreeable dressing room rider and meals for the ARTIST and touring party for the duration of the trip.
Recording Rights:	This confirmation does not confer any recording rights of any sort to the PURCHASER, venue or any 3rd party.
Production:	<p>The Purchaser will provide mutually agreeable PA, staging, monitors, backline, security and lighting suitable to the venue size and capacity. As per tour managers specifications.</p> <p>Purchaser will provide all rider requirements as per Management's specification; the rider forms an integral part of the contract and should be adhered to.</p> <p>Compliance with the Management's specification is of paramount importance and major consideration must be given by the Purchaser in supplying specific equipment required, even if the equipment will be used solely by the Management or by any other artists appearing at the engagement.</p>
Media:	<p>It is agreed and understood that no radio, television newspaper and/or magazine interviews have been agreed in connection with the Performance, all interviews must be confirmed in writing prior to the event.</p> <p>It is agreed and understood that any photographs and videos taken of the Artist are for private use only. It is agreed and understood that no radio, television, internet and/or merchandising rights are granted for the engagement herein.</p> <p>Any and all such rights are retained by the Management.</p> <p>Additionally, the Purchaser agrees that no recording, taping, webcasts, or video reinforcement will occur, without prior written permission from the Artist and necessary rights holders.</p>

DocuSigned by:

*Raimonda Varškaitė*

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DocuSigned by:

*Vaidas*

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please initial here .../...

The Purchaser represents and warrants to the Management that the Purchaser has the right to enter into and fully perform this Agreement. Nothing contained in this Agreement constitutes or creates an agency relationship, a partnership or a joint venture between or among the parties and the parties intend their relationship to be that of independent contractors.

EACH PARTY WARRANTS, REPRESENTS, AND AGREES THAT IN EXECUTING AND DELIVERING THIS AGREEMENT IT DOES SO FREELY AND VOLUNTARILY, THAT SUCH PARTY HAS CONSULTED WITH OR HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL OF SUCH PARTY'S OWN CHOICE CONCERNING THIS AGREEMENT, AND THAT EACH PARTY HAS READ AND UNDERSTANDS THIS AGREEMENT, IS FULLY AWARE OF ITS LEGAL EFFECT AND HAS ENTERED INTO IT FREELY BASED ON SUCH PARTY'S OWN JUDGMENT.

The Purchaser's agreement, approval or consent, whenever required herein (including, without limitation, written agreement, approval or consent) shall be sufficient via e-mail and shall not be unreasonably withheld or delayed by the Purchaser and shall be deemed given if not rejected within 3 (three) working days.

The Purchaser agrees to sign and submit a signed copy of this LITHUANIA HQ BOOKING AGREEMENT to the Management by email no later than forty-eight (48) hours prior to the beginning of the Event. In the event that the Purchaser fails to submit the LITHUANIA HQ BOOKING AGREEMENT, duly signed, to the Management up to this time the Management shall have the right - in its sole discretion - to cancel the participation of the Artist in the Event without incurring any liability (financial or otherwise) to the Purchaser and/or any third party.

This agreement comprises the LITHUANIA HQ BOOKING AGREEMENT and schedules thereto, being the Additional Terms and Conditions; and written riders (together the "Agreement").

THIS AGREEMENT MAY BE EXECUTED BY FAX OR BY PDF, AND SUCH EXECUTION SHALL BE FULLY BINDING.

ACCEPTED AND AGREED:

Date: .....  
**The Management**  
Name: .....

By: \_\_\_\_\_  
(authorized signatory)

Date: .....  
**The Purchaser**  
Represented by:.....

By: \_\_\_\_\_  
(authorized signatory)

DocuSigned by: .....  
*Raimonda Varaitė*  
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*Vaidas*  
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**Additional Terms and Conditions**

1. PURCHASER'S OBLIGATIONS: Purchaser shall be solely responsible to provide a safe environment for the Performance(s) set forth in the Agreement including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the engagement, and security, so that the Performance(s) and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). MANAGEMENT and Artist shall not have any liability for any damage or injury caused by such Adverse Conditions.
2. Purchaser further agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the Performance(s) set forth in the Agreement and if required by MANAGEMENT, any sound check or on-site rehearsals therefore, including, but not limited to venue, facilities, equipment, labor, materials, licenses, permits, as follows:
  - a) a suitable venue or facility (such as a theatre, hall or auditorium which must be well-heated, lit, clean, and in good order); or suitable outdoor event space (as applicable), staging and/or stage space, properly tuned musical instruments and technical equipment as specified by MANAGEMENT, a public address system in perfect working condition (including microphone(s) in such number and/or such specification and quality as required by MANAGEMENT), and comfortable, well-lit dressing rooms in accordance with the requirements specified by the MANAGEMENT;
  - b) all stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, operate, and remove materials and equipment required for the Performance(s), including, but not limited to scenery and baggage;
  - c) unless otherwise stated in this Agreement, all licenses and permits required by the authorities in the jurisdiction(s) in which the Performance(s) will be rendered including, but not limited to, any performing society rights licenses in respect of the performance of musical compositions at the Performance(s) and licenses required in respect of any pre-recorded material featuring in the Performance(s);
  - d) all lights, tickets, house programs, security, box office facilities, ushers, and ticket takers; and
  - e) appropriate and sufficient advertising and publicity as customarily provided on a "first-class" industry standard basis. Purchaser shall pay all necessary expenses in connection with such required advertising and publicity and shall ensure all advertising and publicity and associated activities comply with all applicable laws including rules and regulations governing advertisements and advertising in the jurisdiction in which advertising or publicity is/are employed or placed.
3. STAGING OF THE PERFORMANCE: Purchaser shall comply promptly and professionally with MANAGEMENT's reasonable directions regarding the arrangement of stage decor and settings for the Performance(s).
4. PRODUCTION OF THE PERFORMANCE: MANAGEMENT shall have sole and exclusive control over the production, presentation, and performance of the Artist's Performance(s), including but not limited to, the details, means, and methods. MANAGEMENT shall have the sole right as MANAGEMENT sees fit to designate and change, at any time, the performing personnel.
5. BILLING: The Performance(s) to be furnished by Artist shall receive billing in accordance with the terms stated in the Basic Provisions.
6. COMPLIANCE WITH APPLICABLE LAW: Purchaser shall comply with all regulations and requirements in accordance with applicable law (being any law (including common law), statute, regulation, code, ordinance, rule, judgement, order, decree or directive of any determination by or requirement of any competent authority or interpretation or administration of any of the foregoing by a competent authority) and of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by, in accordance with the Purchaser's obligations under this Agreement.
7. MULTIMEDIA RIGHTS: Purchaser shall not have the right to broadcast or televise, film, record, photograph, or otherwise reproduce the Performance(s), or any part thereof (together the "Multimedia Rights") nor to license any third party any rights to the same unless otherwise agreed between the parties in writing. If Purchaser wishes to exploit the Multimedia Rights, the Purchaser shall provide the MANAGEMENT with written details of such intended exploitation and the MANAGEMENT shall be entitled to charge additional fees in respect of such exploitation.
8. CANCELLATION: Purchaser agrees that MANAGEMENT may cancel the Performance(s) hereunder, in MANAGEMENT's sole discretion, by providing at least thirty (30) days' notice to Purchaser prior to the Performance(s) date. In such event, MANAGEMENT shall return any amounts previously paid by Purchaser pursuant to this Agreement, and shall have no further obligations to Purchaser.
9. TERMINATION: If, before the date of any scheduled Performance(s), it is found that Purchaser has not performed its material obligations under any other agreement with any party for another engagement or performance, or that the financial credit of Purchaser has adversely changed, been misrepresented or been impaired, MANAGEMENT may cancel the Agreement without payment or penalty of any sort.
10. TERMINATION FOR BREACH: In the event that Purchaser fails or refuses fully to perform any of its material obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:
  - a) MANAGEMENT, in its sole and exclusive discretion, may immediately terminate this Agreement;
  - b) MANAGEMENT shall have the right to retain any amounts theretofore paid by Purchaser;
  - c) Purchaser shall immediately reimburse MANAGEMENT for any verifiable out-of-pockets costs incurred in relation to the

Performance(s) and/or Purchaser's breach by MANAGEMENT and/or Artist as a result of Purchaser's breach;

- d) Purchaser shall remain liable to MANAGEMENT for the Fee and any amounts due MANAGEMENT, as set forth in the Agreement; and
- e) MANAGEMENT and/or Artist shall be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

11. LIMITATION OF LIABILITY:

- a) The aggregate liability of the MANAGEMENT and Artist in respect of any loss or damage suffered by the Purchaser and arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of necessary, reasonable and verifiable out-of-pocket expenses directly and actually incurred by Purchaser relating to the Performance(s), taking into account any amounts that Purchaser recovered or could have recovered using its best efforts to mitigate any loss or damage. In no event shall Purchaser be entitled to recover any damages and/or indemnity in an amount higher than the Fee.
- b) MANAGEMENT and Artist shall not be liable, in contract, tort or for breach of statutory duty or in any other way for any loss arising from or in connection with: loss of revenues, profits, contracts or business or failure to realize anticipated savings; any loss of goodwill or reputation; or any indirect or consequential losses suffered or incurred by the Purchaser, arising out of or in connection with the Performance(s) or any other matter under this Agreement.
- c) The parties each acknowledge that Coded, UAB acts only as agent for MANAGEMENT, and assumes no liability under this Agreement.
- d) Notwithstanding the foregoing, nothing in the Agreement shall be construed as excluding or restricting any party's liability for death and/or personal injury caused by its, its employees' or its agents' negligence, or for any fraud.

12. FORCE MAJEURE:

- a) A "Force Majeure Event" is defined as one or more of the following causes which renders the Performance(s) impossible, impracticable, or unsafe: death illness of, or accident to Artist or a member of Artist's immediate family, any of Artist's key musicians, or any of MANAGEMENT's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by MANAGEMENT or Artist; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; industrial action (provided industrial action taken by any employees of either party shall not constitute a Force Majeure Event) any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within MANAGEMENT's or Artist's reasonable control; inclement weather; pandemic (COVID), and/or any similar or dissimilar cause beyond MANAGEMENT's, Artist's or Purchaser's reasonable control.
- b) If a Force Majeure Event occurs the parties' respective obligations will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with this Agreement.
- c) Notwithstanding the foregoing, if Artist is ready and willing to render the Performance(s), Purchaser shall pay MANAGEMENT the full amount of the Fee set forth in this Agreement.
- d) The parties agree that inclement weather shall mean weather conditions severe enough to create a serious threat to the safety of the Artist or the general public attending the Performance(s).
- e) IF Performance(s) is part of a festival and as a result of a Force Majeure Event Artist is not able to or is not permitted to perform and the festival is not cancelled and does not refund tickets to attendees of the festival, MANAGEMENT will be entitled to receive the agreed upon Fee and compensation despite Artist's non-performance.
- f) IF this Agreement concerns a support artist performance, and the headline artist of such engagement does not perform for any reason (except a Force Majeure Event cancellation for which clause 12 above will apply), if Artist is ready and willing to perform the services set forth herein, MANAGEMENT will be entitled to receive the full, agreed upon Fee set forth in this Agreement.

13. INSURANCE: Purchaser shall with effect from the on sale date for tickets to the Performance(s) provide:

- a) public liability insurance coverage, in an amount not less than EURO fifty thousand (€50,000.00) per occurrence for all forms of liability for the death, personal injury, loss of or injury to property both real and personal as a result of or in connection with the Performance(s) and without prejudice to the generality of the foregoing all other normal risks associated with an event such as the Performance(s); and
- b) employer's liability insurance (or the local equivalent thereof) covering all of its employees, subcontractors, and other personnel under the control, direction, or authority of Purchaser who are involved in the installation, operation, and/or maintenance of equipment for the Performance(s); and
- c) upon request from MANAGEMENT, certificates of insurance showing coverage of the above prior to the Performance(s) date.
- d) If, following a request from MANAGEMENT, Purchaser does not provide the insurance certificates required under clause 13.1 within a reasonable amount of time and in advance of the Performance(s), MANAGEMENT may, in its sole discretion, elect to terminate this Agreement on the provision of written notice to the Purchaser (email being sufficient).

14. INDEMNIFICATION: Purchaser shall indemnify, protect, and hold MANAGEMENT, Artist and where applicable, the individual performing members of Artist (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable legal fees and any taxes thereon) incurred or suffered by or threatened against the Indemnified Parties arising out of or in connection with the Performance(s) (except where the aforementioned losses are a direct result of MANAGEMENT or Artist's negligent act or omission), including, but not limited to:

- a) Any claim, demand, or action made by any third party, as a direct or indirect consequence of the willful or negligent acts or omissions of the Purchaser, its officers, directors, shareholders, employees, representatives, contractors, licensees or designees;
- b) Any and all loss, damage, and/or destruction occurring to MANAGEMENT's, Artist's, and/or their respective employees', contractors', or agents' instruments and equipment at the place of the Performance(s);
- c) A breach or alleged breach of any warranty, representation, or agreement made by Purchaser hereunder in connection with the Performance(s);
- d) Any claim, demand, or action made by any third party, relating to the Performance(s) (including damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by MANAGEMENT at or in relation to the Performance(s)).

15. REPRESENTATIONS AND WARRANTIES:

- a) Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Except as specifically provided for under this Agreement, each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.
- b) THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY MANAGEMENT. MANAGEMENT MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE(S). MANAGEMENT HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY MANAGEMENT AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS WILL CREATE A WARRANTY OR REPRESENTATION AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF MANAGEMENT OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES.
- c) This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes any previous agreement or understanding between the parties in relation to such subject matter. In entering into this Agreement, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing. Nothing in this clause shall limit or exclude either party's liability for fraud.

16. FORM OF AGREEMENT:

- a) The Agreement comprises the deal terms set out at the start of the Agreement (the "Basic Provisions"), the Additional Terms and Conditions and any additional written riders provided by MANAGEMENT to Purchaser (together the "Agreement") and any reference to the Agreement includes each of the foregoing.
- b) In the event of a conflict between the Basic Provisions, the Additional Terms and Conditions and the riders, the order of precedence shall be as follows: (i) the Basic Provisions; (ii) the Additional Terms and Conditions; and (iii) written riders.
- c) Capitalized terms which are not defined in the part of the Agreement in which they appear shall have the meanings ascribed to them in the Additional Terms and Conditions.

17. MISCELLANEOUS AND APPLICABLE LAW:

- a) If and with effect from the date of the announcement of the Performance(s) or any part thereof goes on sale whichever is earlier, the Purchaser shall be deemed to have accepted and agreed to the terms of this Agreement in full regardless of whether Purchaser has signed and/ or returned a copy of this Agreement.
- b) This Agreement constitutes a binding agreement between the parties hereto regarding the subject matter hereof.
- c) No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by an authorised representative of each party. Oral side agreements to this Agreement do not exist. This Agreement contains the complete, full, and exclusive understanding of the parties as to its subject matter and shall, on such date, supersede any prior writing or agreement between the parties regarding any of the terms stated herein. Any amendments to this Agreement shall be effective and binding on the parties only if any such amendments are in writing and signed by both parties. The same applies to the waiver of this written form requirement. Should individual provisions of this Agreement be or become ineffective or unenforceable, this shall not affect the validity of the remaining provisions of this Agreement. The parties will endeavor to replace the ineffective or unenforceable provision with an effective and enforceable provision that is as close as possible to the invalid or unenforceable provision as economically as possible. The same applies in the event of a gap in this Agreement.
- d) A positive waiver of any term, provision or condition of, and consent granted under, this Agreement will only be valid in writing, signed by the party giving the waiver or granting the consent. Any such waiver or consent will be valid only in the particular instance and for the particular purpose for which it is given, and will not affect the other terms of this Agreement.
- e) The Purchaser undertakes that it will not at any time hereafter use or disclose to any person, except to its professional representatives or as may be required by law or any legal or regulatory authority, the terms and conditions of this Agreement

and/or any confidential information concerning the business or affairs of the Artist which may have or may in the future come to its knowledge.

- f) Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- g) This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- h) Except as otherwise provided in the Agreement, the Purchaser may not assign its rights or obligations under this Agreement to any other person or entity without the prior written consent of the Management. The Management is entitled to assign (and the Purchaser consents to any such assignment) this Agreement in whole to an affiliated group company.
- i) This Agreement shall be interpreted exclusively in accordance with the laws of Malta, and the courts of Malta shall have exclusive jurisdiction and venue over any controversies regarding this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, and not elsewhere.
- j) Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) OR the executed signature page of a counterpart of this Agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

ACCEPTED AND AGREED:

Date: .....  
**The Management**  
 Name: .....

By: \_\_\_\_\_  
 (authorized signatory)

Date: .....  
**The Purchaser**  
 Represented by.....

DocuSigned by:  
*Raimonda Varškaitė*  
 @B52A951141348C...  
 By: \_\_\_\_\_  
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