

BOOKING

Terms and Conditions

Engagement	1
Performance Conditions	2
Compensation	3
Additional Fees	4
Payment	5
Image Rights	6
Promotion	7
Cancellation	8
Force majeure	9
Confidentiality	10
Applicable Law	11

Guide to understanding the “Terms & Conditions”

The booking contract is a crucial legal document that governs the relationship between an artist and the promoter or organizer. To ensure you fully understand your rights and obligations, as well as those of the other party, it is essential to read and comprehend each aspect of the contract carefully. Here is a guide to help you decipher this document:

1. **Analyze the Terminology:** Start by carefully reading the terms and definitions used in the contract. Make sure you understand the meaning of each word or phrase specific to the music and entertainment industry.
2. **Identify the Parties Involved:** The contract should clearly identify the involved parties, namely the artist (or their legal representatives) and the promoter or event organizer. Ensure all personal information is correct.
3. **Examine the Engagements:** The commitments of each party must be clearly defined. This includes details about the artist's performance, the event dates and times, as well as specific requirements for logistics, technical arrangements, and promotion.
4. **Study the Performance Conditions:** The performance conditions outline expectations regarding the quality of the performance, the duration, rehearsals, dress code, security, etc. Make sure you understand these requirements and can comply with them.
5. **Review the Compensation:** The compensation section specifies the amount the artist will receive for their performance, the payment terms, covered additional fees, reimbursements, and any other form of remuneration.
6. **Check the Image Rights:** If the contract includes provisions on image rights, ensure you understand how the images will be used and if you have the right to control or restrict their use.
7. **Examine the Cancellation Conditions:** The cancellation conditions define the circumstances under which the contract can be terminated and the financial consequences associated with a cancellation. Ensure you understand your rights and obligations in the event of a cancellation.
8. **Consider the Force Majeure Clauses:** Force majeure clauses stipulate the unforeseeable events that could prevent the execution of the contract. Understand which situations are covered and how they might affect your obligations.
9. **Review the Confidentiality Clauses:** If the contract includes confidentiality clauses, ensure you understand which information must remain confidential and how it will be protected.
10. **Consult a Professional if Necessary:** If you have any questions or concerns about the contract, do not hesitate to consult a lawyer or legal advisor specializing in the entertainment field.

Engagement ————— 1

Engagement Definition : In the context of this contract, the engagement refers to Don Trotti's obligation to provide his services according to the agreed terms and conditions.

1. **Nature of Services :** This section clarifies the specific services that Don Trotti agrees to provide to the client. This may include artistic performances, public appearances, studio recording sessions, interviews, etc.
 - a. **Duration of Engagement:** The contract specifies the period during which Don Trotti is engaged to provide his services. This may involve a specific start and end date or a determined duration based on the event or project.
 - b. **Scope of Obligations:** This section details the specific responsibilities of Don Trotti during the period of his engagement. This may include requirements for presence, performance obligations, administrative tasks, etc.
 - c. **Exclusivity:** The contract may stipulate whether Don Trotti's engagement is exclusive to the client during the specified period, preventing him from working with other labels or promoters during this time.
 - d. **Preconditions:** This section outlines all preconditions to Don Trotti's engagement, such as the signing of the contract, payment of a deposit, or provision of required documents.
 - e. **Specific Obligations:** The contract may specify particular obligations that Don Trotti must fulfill during his engagement, such as mandatory rehearsals, meetings with the media, or participation in promotional events.
 - f. **Flexibility:** This section recognizes the need for flexibility in Don Trotti's engagement, allowing him to adjust his obligations based on the changing needs of the event or project.
 - g. **Reservations:** The contract may allow Don Trotti to reserve certain dates or periods for future engagements, subject to prior agreement with the client.
 - h. **Exclusivity Clause:** If Don Trotti's engagement is exclusive, the contract may include a clause prohibiting him from participating in other competing events or projects during the period of his engagement.
 - i. **No Substitution:** This section may stipulate that no substitution of Don Trotti is allowed during the period of his engagement without the prior written consent of the client.
 - j. **Performance Commitment:** Don Trotti commits to providing his services with the highest level of professionalism and competence, thereby ensuring a positive experience for the client and his audience.
 - k. **Confidentiality Commitment:** Don Trotti agrees to maintain the confidentiality of sensitive or private information he may access during the period of his engagement, avoiding any unauthorized disclosure.
 - l. **Collaboration Commitment:** This section recognizes the importance of collaboration between Don Trotti and the client to achieve the objectives set during the period of his engagement.
 - m. **Compliance with Directives:** Don Trotti commits to following all the directives and instructions of the client regarding his services, ensuring compliance with agreed standards and expectations.
 - n. **Loyalty Commitment:** During his engagement, Don Trotti commits to acting in the best interest of the client, avoiding any behavior or actions that could harm the client's reputation or interests.
2. **Expected Services:** The contract clearly specifies the services that Don Trotti commits to providing, including artistic performances, public appearances, recording sessions, etc.
 - a. **Description of Services:** This section details the specific services that Don Trotti is expected to provide to the client. This may include live artistic performances, studio recordings, songwriting sessions, vocal coaching sessions, etc.
 - b. **Frequency and Duration:** The contract specifies the anticipated frequency and duration of Don Trotti's services. This can range from a single performance to a series of performances over an extended period.
 - c. **Content of Services:** The contract outlines the specific content of the services, including the songs to be performed, themes to be discussed during interviews, or objectives to be achieved during songwriting sessions.
 - d. **Quality of Services:** The contract establishes the expected quality standards for Don Trotti's services, ensuring they are performed with professionalism, skill, and creativity.
 - e. **Required Skills:** This section specifies the specific skills, talents, or qualifications that Don Trotti must possess to provide the expected services, such as exceptional vocal abilities, stage experience, or songwriting capabilities.
 - f. **Adaptation to Needs:** Don Trotti agrees to adapt to the client's specific needs and requirements, adjusting his services according to the provided preferences and guidelines.
 - g. **Rehearsals:** If rehearsals are necessary to prepare for the services, the contract specifies the frequency, duration, and nature of these rehearsals, along with the associated compensation terms.

- ### 3. **Quality of Services:** Don Trotti commits to providing his services with the highest level of professionalism, competence, and due diligence, ensuring adherence to the agreed-upon quality standards.
- a. **Artistic Excellence:** Don Trotti commits to delivering artistic performances of excellence, demonstrating a high level of talent, skill, and creativity in all his performances.
 - b. **Professionalism:** Don Trotti's performances will be conducted with exemplary professionalism, adhering to the highest standards of the music industry and providing a positive experience for both the audience and partners.
 - c. **Relevance:** Don Trotti's performances will align with the client's musical style, image, and values, ensuring consistency and harmony with the brand and corporate identity.
 - d. **Emotional Engagement:** Don Trotti pledges to evoke positive emotions and reactions from the audience through his performances, capturing their attention and creating memorable moments.
 - e. **Authentic Interpretation:** Don Trotti's performances will reflect his authenticity and artistic individuality, highlighting his distinctive voice, unique musical style, and stage personality.
 - f. **Vocal Technique:** Don Trotti commits to maintaining a high standard of vocal technique and delivering exceptional vocal performances, preserving the quality and power of his voice throughout.
 - g. **Instrumental Mastery:** Where applicable, Don Trotti will demonstrate exceptional mastery of his musical instrument, delivering high-quality instrumental performances that complement and enrich his vocal performances.
 - h. **Energy and Dynamism:** Don Trotti will bring positive energy and contagious dynamism to his performances, actively engaging the audience and creating a lively and participative atmosphere.
 - i. **Precision and Cohesion:** Don Trotti's performances will be characterized by technical precision and artistic cohesion, ensuring a harmonious balance between various musical and stage elements.
- ### 4. **Punctuality:** Don Trotti pledges to adhere to agreed-upon schedules for his performances or commitments, arriving promptly and adhering to scheduled start and end times.
- a. **Punctuality:** Don Trotti commits to being punctual for all performances and commitments, arriving on time as scheduled and adhering to agreed-upon timelines without delay.
 - b. **Start Time:** Don Trotti's performances will commence precisely at the contracted or agreed-upon start time, ensuring timely commencement of the event.
 - c. **End Time:** Don Trotti will adhere to the scheduled end time for his performances, ensuring timely conclusion to facilitate smooth event flow and adherence to subsequent commitments.
 - d. **Rehearsal Time:** Don Trotti will arrive promptly for all scheduled rehearsals, respecting established timelines and effectively utilizing allocated time to prepare and refine his performances.
 - e. **Availability:** Don Trotti will be available at agreed-upon times for all meetings, interviews, rehearsal sessions, or any other activities related to his performances, adhering to schedules set by the client.
 - f. **Communication in Case of Delay:** In the event of unforeseen delays, Don Trotti will promptly inform the client or their representative to keep them informed of the situation and minimize potential disruptions.
 - g. **Flexibility:** Don Trotti will demonstrate flexibility in adjusting schedules or arrangements as needed, accommodating reasonable adjustments requested by the client to meet event needs.
 - h. **Coordination with Other Artists:** Don Trotti will closely collaborate with other artists and team members to coordinate schedules and ensure smooth transitions between different performances or event activities.
 - i. **Respect for Time Limits:** Don Trotti will respect time limits allocated for his performances, ensuring they do not exceed the scheduled duration to avoid any impact on the overall event flow.
 - j. **Early Preparation:** Don Trotti will prepare in advance for his performances, arriving early to familiarize himself with the venue, prepare physically and mentally, and address any technical setup needed.

- k. **Responsiveness to Changes:** In the event of last-minute changes to schedules or arrangements, Don Trotti will react promptly and efficiently to adapt to the new situation and maintain the smooth operation of the event.
 - l. **Schedule Communication:** The client will provide Don Trotti with a detailed schedule of timings for all activities related to his performances, ensuring clear and comprehensive communication to prevent any confusion or misunderstanding.
 - m. **Respect for Venue Constraints:** Don Trotti will adhere to all time constraints imposed by the event venue, considering opening and closing hours, sound restrictions, and any other relevant regulations.
 - n. **Monitoring of Timings:** Don Trotti and his support team will regularly monitor schedules and clocks to ensure all performances and activities proceed according to plan and meet the specified deadlines.
 - o. **Post-Performance:** Following each performance, Don Trotti will adhere to agreed-upon schedules for fan meetings, signing sessions, or any other post-performance engagements, ensuring fan expectations are met within the allotted timeframes.
5. **Respect of Directives:** Don Trotti commits to following the client's directives and instructions regarding performances, rehearsals, interviews, and any other activity related to his participation in the event.
- a. **Adherence to Instructions:** Don Trotti commits to carefully following all instructions and directives provided by the client regarding his performances, public appearances, interviews, and any other activities related to his participation in the event.
 - b. **Compliance with Standards:** Don Trotti's performances will adhere to the quality standards and expectations of the client, respecting the aesthetic, artistic, and ethical criteria defined by the company.
 - c. **Respect for Artistic Guidelines:** Don Trotti will adhere to the artistic guidelines set by the client, aligning with the creative vision of the company and contributing to achieving the agreed-upon artistic goals.
 - d. **Key Communication:** In case of uncertainty or need for clarification, Don Trotti will openly and promptly communicate with the client to seek clarification on the provided directives, ensuring mutual understanding and precise execution of assigned tasks.
 - e. **Flexibility:** Don Trotti will be flexible in adapting to new directives or changes in plans from the client, demonstrating openness and the ability to adjust performances or activities accordingly.
 - f. **Respect for Safety Guidelines:** Don Trotti will adhere to all safety guidelines provided by the client or event organizers, ensuring his own safety as well as that of team members and the audience.
 - g. **Use of Equipment:** If necessary, Don Trotti will correctly use any equipment or materials provided by the client, following usage instructions and ensuring proper maintenance and handling of such equipment.
 - h. **Rehearsals and Preparation:** Don Trotti will actively participate in rehearsals and preparation sessions organized by the client, adequately preparing himself to execute the given directives during actual performances.
 - i. **Collaboration with the Team:** Don Trotti will closely collaborate with the client's team members and other artists involved in the event, following their directives and contributing constructively to the overall success of the event.
 - j. **Respect for Logistical Constraints:** Don Trotti will consider logistical constraints such as schedules, available spaces, and resources, respecting constraints imposed by the event venue or external conditions.
 - k. **Confidentiality:** Don Trotti will respect the confidentiality of sensitive or private information shared by the client as part of their directives, avoiding any unauthorized disclosure of such information to third parties.
 - l. **Continuous Evaluation:** The client will provide Don Trotti with regular feedback on his adherence to directives and the quality of his work, offering him the opportunity to improve his performances and better meet the company's expectations.
 - m. **Commitment to Quality:** Don Trotti is committed to adhering to the client's directives with a constant focus on quality and excellence, delivering performances and results that meet or exceed established standards.
 - n. **Constructive Feedback:** In case of non-compliance with directives or adjustment needs, Don Trotti will receive constructive feedback from the client, aimed at continuous improvement and better alignment with the company's expectations.

- o. **Mutual Respect:** In all interactions with the client and their team, Don Trotti will demonstrate respect, professionalism, and courtesy, fostering a positive and collaborative work environment based on trust and mutual respect.
6. **Collaboration:** Don Trotti is committed to collaborating closely with the client and other parties involved to ensure the success of the event, contributing positively to the overall atmosphere.
- a. **Team Spirit:** Don Trotti is committed to actively participating in a collaborative work atmosphere, fostering a positive team spirit, and contributing to the collective success of the project or event.
 - b. **Open Communication:** Don Trotti will maintain open and transparent communication with the client, sharing ideas, feedback, and concerns constructively to foster effective collaboration.
 - c. **Resource Sharing:** In a spirit of collaboration, Don Trotti will share resources, expertise, and networks with the client, contributing to mutual enrichment and optimizing available opportunities.
 - d. **Alignment of Goals:** Don Trotti's personal and professional goals will align with those of the client, working together towards achieving common results and creating shared value.
 - e. **Creative Contribution:** Don Trotti will bring a creative and innovative contribution to the project or event, proposing original ideas and innovative solutions to meet the established objectives.
 - f. **Respect for Skills:** Don Trotti will recognize and respect the skills and contributions of the client's team members, valuing diversity of talents and fostering a culture of collaboration based on mutual respect.
 - g. **Conflict Management:** In case of disagreements or potential conflicts, Don Trotti is committed to resolving disputes in a professional and constructive manner, promoting dialogue and seeking mutually beneficial solutions.
 - h. **Active Participation:** Don Trotti will actively participate in meetings, brainstorming sessions, and other collaborative activities organized by the client, proactively contributing to discussions and decision-making.
 - i. **Flexibility:** In a spirit of collaboration, Don Trotti will be flexible and adaptable to changes in plans or necessary adjustments within the scope of the project or event, demonstrating flexibility and responsiveness to new circumstances.
 - j. **Trust and Confidentiality:** Don Trotti will respect the trust placed by the client in sharing sensitive or strategic information, maintaining the confidentiality of such information and avoiding unauthorized disclosure to third parties.
 - k. **Shared Responsibility:** Don Trotti will take responsibility for achieving the agreed-upon objectives, undertaking assigned tasks, and adhering to agreed-upon deadlines and quality standards.
 - l. **Constructive Feedback:** Don Trotti will provide constructive feedback to the client on team performance and project progress, contributing to continuous improvement of processes and outcomes.
 - m. **Team Cohesion:** Don Trotti will promote cohesion and collaboration within the team, fostering a positive work environment and supporting other team members in achieving their goals.
 - n. **Continuous Learning:** Don Trotti will be open to continuous learning and acquiring new skills, taking advantage of professional development opportunities and contributing to both personal and team success.
 - o. **Celebration of Success:** In a spirit of collaboration, Don Trotti and the client will celebrate successes and achievements together, recognizing individual and collective contributions to the success of the project or event.
7. **Professional Conduct:** Don Trotti commits to maintaining professional behavior at all times, avoiding any inappropriate, abusive, or disruptive conduct that could harm his own or the client's reputation.
- a. **Work Ethic:** Don Trotti commits to adopting an impeccable work ethic, demonstrating dedication, responsibility, and seriousness in carrying out tasks and fulfilling commitments to the client.
 - b. **Respect:** Don Trotti will respect team members, business partners, and all individuals involved in the project or event, maintaining respectful, courteous, and professional behavior at all times.
 - c. **Integrity:** Don Trotti will act with integrity and honesty in all professional interactions, avoiding any form of deception, fraud, or disloyal behavior that could compromise client trust or tarnish reputation.

- d. **Discretion:** Don Trotti will exercise discretion and confidentiality in handling sensitive or private information accessible within his role, avoiding unauthorized disclosure to third parties.
 - e. **Professional Appearance:** Don Trotti will maintain a neat and professional appearance during performances, public appearances, and interactions with the public and media, positively reflecting the client's image and reputation.
 - f. **Communication:** Don Trotti will communicate clearly, concisely, and professionally with team members, business partners, and other stakeholders, using appropriate language and avoiding aggressive or offensive behavior.
 - g. **Conflict Management:** In case of disagreements or potential conflicts, Don Trotti will seek to resolve them in a constructive and professional manner, prioritizing dialogue, mediation, and mutually acceptable solutions.
 - h. **Stress Management:** Don Trotti will demonstrate resilience and calmness in stressful or pressured situations, maintaining a professional attitude and finding constructive ways to manage challenges and obstacles.
 - i. **Adaptability:** Don Trotti will be flexible and adaptable to changes in plans or unforeseen circumstances, demonstrating mental and emotional agility to adjust to new situations and maintain professional behavior.
 - j. **Collaboration:** Don Trotti will collaborate closely with team members and client partners, fostering a culture of collaborative work based on sharing ideas, mutual respect, and achieving common goals.
 - k. **Adherence to Internal Policies:** Don Trotti will adhere to client's internal policies, procedures, and directives, complying with established rules and contributing to upholding the company's professional ethics.
 - l. **Continuing Education:** Don Trotti will seek to improve skills and knowledge through continuous training and professional development, investing in personal growth and enhancing value as an artist and collaborator.
 - m. **Time Management:** Don Trotti will efficiently manage time and resources to optimize productivity and meet deadlines, prioritizing important tasks and avoiding unnecessary distractions.
 - n. **Commitment to Commitments:** Don Trotti will honor all commitments to the client, respecting signed contracts, commitments made, and agreed-upon deadlines, demonstrating reliability and punctuality in task execution.
 - o. **Constructive Feedback:** Don Trotti will give and receive constructive feedback in a professional and respectful manner, contributing to continuous improvement of individual and collective performance within the team.
8. **Respect for Rights:** Don Trotti commits to respecting the rights and interests of the client, other artists, staff, and the audience during his performances, avoiding any infringement of copyrights, trademarks, or personal rights.
- a. **Copyright:** Don Trotti will respect copyright and intellectual property rights associated with his artistic work, ensuring to obtain necessary permissions for the use of any copyrighted material in his performances.
 - b. **Respect for Original Works:** Don Trotti will respect the original and creative works of other artists and authors, avoiding plagiarism, counterfeiting, or unauthorized use of their work in his own performances.
 - c. **Right to Privacy:** Don Trotti will respect the rights to privacy of individuals involved in his performances or projects, obtaining informed consent for any use of their image in publications, recordings, or broadcasts.
 - d. **Confidentiality of Data:** Don Trotti will respect the confidentiality of personal and sensitive data provided by the client or any other party, committing not to disclose or use such information for unauthorized purposes.
 - e. **Protection of Privacy:** Don Trotti will respect the privacy of team members, business partners, and the public, avoiding undue intrusion into their private lives or exploitation of their image or reputation for personal or commercial purposes.
 - f. **Right to Privacy:** Don Trotti will respect the right to privacy of other artists, team members, and the public, refraining from intrusion into their private lives or unauthorized disclosure of confidential information about them.
 - g. **Contractual Obligations:** Don Trotti will honor all contracts and agreements signed with the client and other parties, fulfilling agreed-upon terms and respecting the rights and obligations of each party.

- h. **Freedom of Expression:** Don Trotti will respect freedom of expression and the right to opinion of others, fostering an open and respectful environment where ideas and viewpoints can be expressed freely and without fear of retaliation.
 - i. **Protection of Personal Data:** Don Trotti will ensure the protection and security of personal data of team members, business partners, and the public, adopting appropriate measures to prevent privacy violations or unauthorized access to such data.
 - j. **Respect for Traditions and Customs:** Don Trotti will respect the traditions, customs, and cultural beliefs of others, avoiding discrimination, stigma, or prejudice based on ethnic origin, religion, gender, or any other protected characteristic.
 - k. **Non-discrimination:** Don Trotti commits not to discriminate or harass anyone based on their ethnic origin, religion, sexual orientation, gender identity, disability, or any other protected characteristic.
 - l. **Respect for Workers' Rights:** Don Trotti will respect workers' rights, ensuring that all involved in his performances or projects are treated with dignity, respect, and fairness, in accordance with national and international labor laws and standards.
 - m. **Respect for Children's Rights:** Don Trotti will respect the rights of children and young people, avoiding exploitation, abuse, or harm to their well-being, and ensuring their protection and safety in all activities.
 - n. **Social Responsibility:** Don Trotti will conduct himself responsibly on social media and online platforms, avoiding any publication or behavior that could harm the client's reputation or cause harm to others.
 - o. **Respect for Laws and Regulations:** Don Trotti will comply with all applicable laws and regulations in the conduct of his professional activities, avoiding any breach of national and international laws and cooperating with competent authorities when necessary.
9. **Event Promotion:** Don Trotti commits to actively participating in the promotion of the event, using his personal communication channels to encourage public attendance and engagement.
- a. **Active Engagement:** Don Trotti commits to actively promoting the event to his fans, social network, and professional contacts, using both online and offline platforms to increase the event's visibility and awareness.
 - b. **Participation in Marketing Campaigns:** Don Trotti will participate in marketing and promotional campaigns organized by the client, providing promotional content such as videos, photos, interviews, or personalized messages to support the event's promotion.
 - c. **Social Media Promotion:** Don Trotti will regularly share information about the event on his social media accounts, using relevant hashtags, attractive visuals, and engaging posts to encourage his fans to participate.
 - d. **Exclusive Content Publishing:** Don Trotti will post exclusive content related to the event, such as behind-the-scenes looks, rehearsals, anecdotes, or previews of his performances, to generate interest and excitement among the audience before, during, and after the event.
 - e. **Personalized Invitations:** Don Trotti will send personalized invitations to his fans and professional contacts to encourage their attendance at the event, highlighting the unique and appealing aspects of his participation and offering special incentives for their attendance.
 - f. **Collaboration with Media:** Don Trotti will collaborate with local, national, and international media to ensure extensive media coverage of the event, participating in interviews, radio shows, press articles, and television reports to promote his participation.
 - g. **Use of Newsletters:** Don Trotti will include event information in his newsletters and email communications, providing regular updates, special offers, and exclusive invitations to his subscribers to encourage their participation.
 - h. **Promotion During Previous Performances:** Don Trotti will take advantage of his previous performances to promote the event to the live audience, providing flyers, posters, or on-stage announcements to inform and encourage attendees to join his upcoming shows.
 - i. **Collaboration with Partners:** Don Trotti will collaborate with event partners and sponsors to maximize the reach of the promotion, participating in joint promotional events, contests, or brand activations to reach new audiences and generate engagement.
 - j. **Cross-Promotion:** Don Trotti will establish cross-promotion partnerships with other artists or influencers in the music industry to expand his audience and mutually promote the event to their fans and networks.
 - k. **Use of Paid Advertising:** Don Trotti may use paid advertising options on social media, search engines, or other online platforms to increase the visibility of the event and reach specific target audiences.

- l. **Organizing Promotional Events:** Don Trotti will organize promotional events such as listening sessions, fan meet-and-greets, signing sessions, or acoustic concerts to create buzz around the event and encourage public participation.
 - m. **Participation in Event's Social Media:** Don Trotti will engage in the event's social media promotion activities, sharing posts, interacting with fans, and contributing to creating a positive buzz about his participation.
 - n. **Use of Visual and Audiovisual Materials:** Don Trotti will provide attractive visual and audiovisual materials to accompany the event's promotion, such as video teasers, music clips, posters, and graphic visuals, to capture the audience's attention and generate excitement for his participation in the event.
 - o. **Ongoing Engagement:** Don Trotti will maintain ongoing engagement in promoting the event until its realization, consistently supporting all marketing and promotional initiatives organized by the client, ensuring that his participation is fully highlighted and that the event achieves its full potential for success.
10. **Availability:** Don Trotti commits to being available for any communication or meeting needed in preparation for the event, promptly responding to requests for coordination and planning.
- a. **Rapid Communication:** Don Trotti commits to being easily accessible and responding quickly to client communications, whether by phone, email, or other agreed-upon means of communication.
 - b. **Flexible Scheduling:** Don Trotti will be flexible regarding schedules and planning, being available for meetings, rehearsals, work sessions, or performances, even outside normal business hours as required by the event.
 - c. **Response to Emergencies:** In case of an emergency or critical situation, Don Trotti will respond immediately to client calls and take necessary actions to resolve the situation effectively and professionally.
 - d. **Confirmation of Bookings:** Don Trotti will promptly confirm his availability for dates and commitments proposed by the client, avoiding any delays or hesitation that could compromise event planning.
 - e. **Advance Notice for Unavailability:** In case of anticipated unavailability, Don Trotti will inform the client as soon as possible and provide details on the reasons for his absence, ensuring that alternative arrangements can be made at the earliest.
 - f. **Priority Management:** Don Trotti will prioritize his professional commitments based on importance and urgency, ensuring that the client's projects and performances are treated with the highest priority and dedication.
 - g. **Availability for Meetings:** Don Trotti will be available to participate in all meetings planned by the client, whether in person, by phone, or via videoconference, ensuring that all important discussions and decisions can be made in a timely manner.
 - h. **Remote Collaboration:** If necessary, Don Trotti will be available to collaborate remotely with the client's team, using online communication tools such as instant messaging, video conferencing, or document sharing platforms to maintain effective communication and close coordination.
 - i. **Presence at Rehearsals:** Don Trotti will attend all rehearsals and preparation sessions organized by the client, ensuring he is present and fully engaged in preparing and perfecting his performances.
 - j. **Collaboration with Technical Team:** Don Trotti will work closely with the client's technical team, being available for consultations, sound adjustments, and technical rehearsals to ensure the best possible performance outcome.
 - k. **Coordination with Collaborators:** Don Trotti will coordinate his activities and availability with other collaborators and partners involved in the event, ensuring that everyone's schedules and commitments are synchronized for smooth and successful execution.
 - l. **Response to Media Requests:** In case of media requests or interviews, Don Trotti will promptly respond to media and journalist inquiries, ensuring compliance with agreed deadlines and conditions for any media appearance.
 - m. **Support for Promotions:** Don Trotti will support event promotional activities, being available for photo shoots, promotional interviews, or public appearances to promote his participation and generate public interest.
 - n. **Planned Engagement:** Don Trotti will maintain a planned engagement with the client for the duration of his contract, ensuring all dates and obligations are met, except in cases of exceptional circumstances duly justified.

- o. **Availability After the Event:** Even after the event is completed, Don Trotti will remain available to provide feedback, insights, and contributions for future projects and client initiatives, maintaining an ongoing commitment to collaboration and long-term success.
11. **Flexibility:** Don Trotti commits to being flexible to meet the changing needs of the event, adjusting his performances or commitments based on the requirements and constraints encountered.
- a. **Rehearsal Schedules:** Don Trotti will be flexible regarding rehearsal times, making himself available as needed by the team and accepting necessary adjustments to ensure proper preparation before performances.
 - b. **Program Changes:** Don Trotti will show flexibility in response to program changes or last-minute adjustments, quickly adapting to new guidelines and ensuring that a high level of professionalism is maintained despite unforeseen events.
 - c. **Collaboration with Team Members:** Don Trotti will work closely with other team members, being open to everyone's ideas and suggestions, and adjusting his own contributions to ensure group cohesion and harmony.
 - d. **Variety of Musical Styles:** Don Trotti will be flexible in terms of musical styles, adapting his repertoire and interpretation to meet audience expectations and event requirements while preserving his artistic identity.
 - e. **Collaboration with the Technical Team:** Don Trotti will closely collaborate with the technical team, being open to suggestions and adjustments to optimize the sound, visual, and technical quality of his performances.
 - f. **Acceptance of Feedback:** Don Trotti will accept constructive feedback from the client's team, collaborators, and the audience, using these comments as an opportunity to learn and continuously improve his performances.
 - g. **Adaptability to Venue Changes:** Don Trotti will be flexible regarding changes in performance venues, conforming to new logistical requirements and ensuring his performances adapt smoothly to different environments.
 - h. **Availability for Interviews:** Don Trotti will be flexible regarding interviews and media appearances, accommodating media requests and adjusting his schedule to meet the promotional needs of the event.
 - i. **Participation in Related Events:** Don Trotti will participate in related events such as autograph sessions, fan meet-and-greets, or Q&A sessions, being flexible about his availability and commitment to his supporters.
 - j. **Customized Repertoire:** Don Trotti will offer a customized repertoire to meet the specific needs of the event, tailoring his music selection to match the theme, mood, and target audience of each occasion.
 - k. **Emotional Management:** Don Trotti will demonstrate emotional flexibility by effectively managing stress, pressure, and negative emotions that may arise during live performances, while maintaining his professionalism and focus.
 - l. **Collaboration with Collaborators:** Don Trotti will flexibly collaborate with other guest artists or musicians, adapting to different playing styles and promoting musical harmony and artistic cohesion on stage.
 - m. **Adaptability to Audience Requests:** Don Trotti will be flexible in responding to audience requests during live performances, incorporating song requests or interactions with the audience in a spontaneous and appropriate manner.
 - n. **Management of Logistical Constraints:** Don Trotti will show flexibility in dealing with logistical and organizational constraints, adjusting his travel, schedule, and preparations to ensure effective and smooth participation in the event.
 - o. **Responsiveness to Changes:** Don Trotti will be responsive to changes and unexpected events, adjusting his plans and actions in real-time to maintain the quality and impact of his performances despite challenges encountered.
12. **Open Communication:** Don Trotti commits to maintaining open and transparent communication with the client, reporting any issues or concerns as they arise and working together to find solutions.
- a. **Accessibility:** Don Trotti commits to being easily accessible to the client and team members by providing updated contact details and responding promptly to calls, emails, and messages.
 - b. **Frequency of Communications:** Don Trotti will maintain regular communication with the client, sharing updates on his activities, projects, and availability to ensure effective coordination and mutual understanding.

- c. **Transparency:** Don Trotti will adopt a transparent approach in his communications with the client, openly sharing relevant information, challenges encountered, and opportunities identified to foster informed decision-making and proactive problem-solving.
 - d. **Honesty:** Don Trotti will be honest and straightforward in his communications with the client, expressing his opinions, concerns, and ideas constructively and respectfully to contribute to a culture of trust and collaboration.
 - e. **Active Listening:** Don Trotti will practice active listening during communications with the client, paying close attention to the team's needs, suggestions, and feedback to foster mutual understanding and effective problem resolution.
 - f. **Clarity:** Don Trotti will communicate clearly and concisely, using simple and accessible language to avoid any ambiguity or misunderstanding in his messages, ensuring that essential information is well understood by all recipients.
 - g. **Preferred Communication Channel:** Don Trotti and the client will identify a preferred communication channel for exchanging critical information and making important decisions, ensuring that urgent messages can be transmitted quickly and efficiently.
 - h. **Confidentiality:** Don Trotti will respect the confidentiality of sensitive or strategic information shared by the client, avoiding unauthorized disclosure to third parties and maintaining data security at all times.
 - i. **Constructive Feedback:** Don Trotti will provide constructive feedback on the client's projects, performances, and processes, identifying strengths, areas for improvement, and opportunities for growth to foster organizational learning and continuous innovation.
 - j. **Responsiveness:** Don Trotti will respond quickly to information requests, queries, and solicitations from the client, striving to provide clear and complete answers within agreed timelines to avoid any delays or disruptions in activities.
 - k. **Communication in Crisis Situations:** In case of a critical situation or crisis, Don Trotti will communicate openly and effectively with the client, providing accurate information and recommendations to manage the situation appropriately and minimize negative impacts.
 - l. **Conflict Management:** In case of disagreement or conflict, Don Trotti will seek to resolve disputes in a professional and constructive manner, promoting dialogue, mediation, and the search for mutually acceptable solutions to restore collaboration and trust.
 - m. **Activity Reports:** Don Trotti will provide regular reports on his activities, performances, and outcomes to the client, offering relevant quantitative and qualitative data to assess his contribution and progress in his commitments.
 - n. **Planning of Communications:** Don Trotti will participate in planning communications related to his projects and performances with the client, contributing to the development of effective communication strategies to achieve set goals and maximize the impact of initiatives.
 - o. **Continuous Evaluation:** Don Trotti and the client will perform ongoing evaluation of their communication and collaboration, identifying successes, challenges, and opportunities for improvement, and adjusting their approach based on needs and feedback.
13. **Confidentiality:** Don Trotti commits to respecting the confidentiality of sensitive or private information disclosed as part of his participation in the event, avoiding any unauthorized disclosure.
- a. **Protection of Sensitive Information:** Don Trotti commits to protecting the client's sensitive and confidential information, including financial data, business strategies, ongoing projects, and any other delicate or private information.
 - b. **Restricted Access:** Don Trotti will limit access to the client's confidential information to authorized personnel only, ensuring that only concerned team members have access to such information and preventing unauthorized disclosure to third parties.
 - c. **Restricted Use:** Don Trotti will use the client's confidential information solely within the scope of his professional duties and only for the purpose for which it was provided, avoiding any misuse or unauthorized use of this information for personal or commercial purposes.
 - d. **Confidentiality of Communications:** Don Trotti will maintain the confidentiality of the client's internal communications, preventing unauthorized disclosure of discussions, decisions, or information exchanged within the team, whether verbally, in writing, or by any other means of communication.
 - e. **Data Security:** Don Trotti will take appropriate measures to ensure the security and integrity of the client's confidential data, using secure storage systems, robust passwords, and information management practices that comply with established security standards.
 - f. **Confidentiality of Clients and Partners:** Don Trotti will respect the confidentiality of the client's customers, business partners, and other parties involved in the client's activities, preserving their privacy and preventing unauthorized disclosure of information about them.

- g. **Disclosure Control:** Don Trotti will carefully control the disclosure of the client's confidential information, refraining from sharing this information with third parties without prior authorization, unless expressly required by law or internal company policies.
 - h. **Non-Disclosure Agreement (NDA):** Don Trotti will respect the terms and conditions of non-disclosure agreements (NDAs) signed with the client or any other party, committing not to disclose or use confidential information in an unauthorized manner during and after the term of his engagement.
 - i. **Confidentiality of Ongoing Projects:** Don Trotti will keep details of ongoing projects, developing collaborations, and strategic initiatives of the client confidential, avoiding premature or unauthorized disclosure of such information before their official announcement.
 - j. **Protection of Trade Secrets:** Don Trotti will protect the client's trade secrets and proprietary information, ensuring that they are not disclosed to competitors or third parties who might use them to their advantage.
 - k. **Respect for Confidentiality Commitments:** Don Trotti will honor confidentiality commitments made with the client and other parties, adhering to the terms and conditions of signed confidentiality agreements and ensuring that all confidential information is handled with utmost care and discretion.
 - l. **Confidentiality Training:** Don Trotti will participate in confidentiality and data security training sessions organized by the client, staying informed about best practices and legal requirements for protecting confidential information.
 - m. **Risk Management:** Don Trotti will identify and assess potential risks related to the confidentiality of the client's information, implementing preventative and mitigation measures to reduce the risks of unauthorized disclosure or confidentiality breaches.
 - n. **Responsibility in Case of Breach:** In the event of a leak or breach of the client's confidentiality, Don Trotti will immediately inform the management team and take corrective actions to limit damages and prevent recurrence.
 - o. **Long-Term Commitment:** Don Trotti commits to maintaining the confidentiality of the client's information even after the end of his engagement, respecting contractual confidentiality obligations and preserving the trust and reputation of the company.
14. **Long-Term Commitment:** If the contract stipulates a long-term relationship between Don Trotti and the client, Don Trotti commits to maintaining his loyalty and commitment to the client throughout the duration of this relationship.
- a. **Common Vision:** Don Trotti shares the client's long-term vision and commits to contributing to its realization by aligning his personal goals with those of the company to foster mutual growth and lasting success.
 - b. **Stability and Continuity:** Don Trotti commits to ensuring the stability and continuity of his collaboration with the client, avoiding excessive fluctuations in his engagement and promoting a strong and reliable long-term working relationship.
 - c. **Personal Investment:** Don Trotti will personally invest in his relationship with the client by dedicating time, energy, and resources to contribute to the development and success of the company over the long term.
 - d. **Adaptability:** Don Trotti will be adaptable and responsive to developments and changes in the music industry and business environment, continually adapting to new trends, challenges, and opportunities that arise.
 - e. **Renewal of Commitment:** Don Trotti will be open to renewing his commitment with the client upon the expiration of his initial contract, evaluating long-term collaboration opportunities and discussing conditions and terms for continuing to work together.
 - f. **Cooperation and Collaboration:** Don Trotti will promote cooperation and collaboration with the client and other stakeholders, working closely to achieve common goals and tackle challenges together.
 - g. **Professional Development:** Don Trotti commits to supporting his own professional development and that of the client by actively seeking to enhance his skills, acquire new knowledge, and expand his horizons to contribute more effectively to the company.
 - h. **Trust and Loyalty:** Don Trotti will maintain a relationship of trust and loyalty with the client, respecting the company's values, policies, and interests and acting in its best interest at all times.
 - i. **Integrity:** Don Trotti will act with integrity and ethics in all his interactions with the client, upholding the highest professional standards and avoiding any behavior or action that could compromise the company's reputation or credibility.

- j. **Commitment to Quality:** Don Trotti commits to maintaining high standards of quality in his performances and projects as an artist, ensuring that each project is executed with care, professionalism, and excellence to meet the expectations of the client and the audience.
 - k. **Relationship Management:** Don Trotti will cultivate strong and lasting relationships with the client's team and other partners, fostering open communication, attentive listening, and constructive collaboration to solve problems and strengthen professional ties.
 - l. **Financial Responsibility:** Don Trotti will be responsible and transparent in managing his finances and resources, ensuring that all financial and contractual agreements with the client are strictly and honestly adhered to.
 - m. **Innovation and Creativity:** Don Trotti will encourage innovation and creativity in his projects and performances, exploring new ideas, approaches, and collaborations to stimulate growth and innovation within the client.
 - n. **Feedback and Continuous Improvement:** Don Trotti values constructive feedback and regular evaluations of his performance and contribution, using this information to improve and adapt to the changing needs of the client and the industry.
 - o. **Commitment to Sustainability:** Don Trotti will support the client's sustainability and social responsibility initiatives, committing to reducing his environmental footprint, promoting social inclusion, and making a positive contribution to the community and environment through his professional activities.
15. **Continuous Evaluation:** Don Trotti commits to participating in regular evaluations of his performance and contribution to the event, accepting constructive feedback and seeking continuous improvement.
- a. **Clear Objectives:** Don Trotti and the client will establish clear and measurable objectives to assess his performance and contribution at regular intervals, setting specific criteria and success indicators for each project or commitment.
 - b. **Evaluation Meetings:** Regular evaluation meetings will be held between Don Trotti and the client to discuss his progress, achievements, and challenges, providing a space to share feedback, suggestions, and ideas for improvement.
 - c. **Constructive Feedback:** The client will provide Don Trotti with constructive and honest feedback on his performance, identifying strengths, areas for improvement, and development opportunities to foster continuous professional growth.
 - d. **Self-Evaluation:** Don Trotti will be encouraged to regularly self-evaluate to assess his own performance and progress against set goals, identifying his achievements, challenges, and development needs.
 - e. **Goal Monitoring:** Don Trotti will closely monitor his progress against set goals, maintaining an accurate record of his achievements, deadlines, and outcomes to objectively evaluate his performance.
 - f. **Training Needs Identification:** Based on evaluation results, the client will identify training and development needs for Don Trotti, offering opportunities for training, coaching, or mentorship to enhance his skills and capabilities.
 - g. **Corrective Action Plan:** In case of identified performance gaps in Don Trotti's performance, a corrective action plan will be established in collaboration with him to address issues and improve performance, setting specific goals and actions to be taken.
 - h. **Encouragement of Strengths:** The client will encourage and value Don Trotti's strengths and achievements, recognizing his contributions and highlighting his successes to strengthen his motivation and commitment.
 - i. **Goal Readjustment:** Don Trotti's objectives will be periodically readjusted based on his development, interests, and the changing needs of the company, ensuring they remain relevant, challenging, and aligned with overall objectives.
 - j. **360-Degree Evaluation:** In addition to direct evaluations, 360-degree evaluations may be used to gather feedback from colleagues, clients, and other stakeholders to gain a holistic perspective of Don Trotti's performance.
 - k. **Monitoring Contractual Commitments:** The client will closely monitor Don Trotti's adherence to contractual commitments, ensuring that all contractual obligations are fulfilled on time and in accordance with agreed terms.
 - l. **Evaluation of Past Performance:** Don Trotti's past performances will be reviewed and evaluated to identify trends, patterns, and lessons learned that can guide future decisions and actions.
 - m. **Rewards and Recognition:** The client will offer rewards and recognition for Don Trotti's exceptional performances, implementing merit recognition programs to celebrate his achievements and commitment.

- n. **Transparent Communication:** Communication regarding evaluation results will be transparent and open between Don Trotti and the client, providing honest and constructive feedback to foster professional growth and ongoing development.
- o. **Career Progression:** The outcomes of evaluations will be considered in managing Don Trotti's career, identifying opportunities for advancement, promotion, or developing new skills to align his professional aspirations with the needs of the company.

Performance Conditions ————— 2

Performance Duration: The performance of the artist, Don Trotti, will start at the agreed-upon time and will conclude at the time specified in the contract. Any extension of the performance beyond the agreed time will require prior written agreement between Don Trotti and the client, and may result in additional fees.

1. **Objective:** The performance conditions define the expectations, requirements, and standards that Don Trotti must adhere to during his artistic performances for the client.
 - a. **Scope:** The performance conditions cover all aspects of Don Trotti's artistic engagements, including his stage performances, interactions with the audience, professional conduct, and adherence to the client's guidelines.
 - b. **Artistic Quality:** The performance conditions aim to ensure that Don Trotti delivers high-quality artistic performances that reflect his talent, creativity, and commitment to his art.
 - c. **Personal Commitment:** Don Trotti commits to providing authentic and heartfelt performances, pouring his heart and soul into each presentation, and offering the audience a memorable and enriching experience.
 - d. **Professionalism:** The performance conditions require Don Trotti to maintain professional behavior at all times, respecting schedules, being punctual, adhering to contracts, and interacting appropriately with stakeholders.
 - e. **Respect for Guidelines:** Don Trotti must adhere to specific guidelines and requirements provided by the client, such as technical requirements, safety instructions, content restrictions, and special requests from event organizers.
 - f. **Health and Well-being:** Don Trotti is required to take care of his physical and mental health to ensure optimal performances, avoiding risky behaviors and adopting appropriate wellness practices before, during, and after performances.
 - g. **Interactions with the Audience:** Don Trotti must interact positively and respectfully with the audience, fostering a welcoming and inclusive environment, accommodating reasonable fan requests, and avoiding any offensive or inappropriate behavior.
 - h. **Brand Image:** The performance conditions include preserving the brand image of Don Trotti and the client, maintaining presentation standards, avoiding behavior detrimental to reputation, and faithfully representing the brand's values and ethics.
 - i. **Safety:** Don Trotti must take appropriate measures to ensure his own safety and that of his team during performances, adhering to established safety protocols and reporting any safety incidents or issues immediately.
 - j. **Cooperation with the Team:** Don Trotti is required to fully cooperate with the technical team, production staff, and any other personnel involved in the execution of performances, following instructions and contributing to a collaborative work environment.
 - k. **Flexibility:** Don Trotti must show flexibility and adaptability to meet the changing requirements of performances, creatively solving problems and adjusting to unforeseen situations with professionalism.
 - l. **Rehearsals and Preparation:** Don Trotti must dedicate the necessary time for rehearsals and preparation before each performance, ensuring that he is well-prepared technically, mentally, and emotionally to deliver a quality presentation.
 - m. **Feedback and Evaluation:** The performance conditions may include mechanisms for collecting feedback and evaluations after performances, allowing Don Trotti and the client to learn lessons and continuously improve the quality of the performances.
 - n. **Disclaimer Clause:** This clause specifies that the performance conditions do not guarantee success or audience satisfaction at each performance, but rather provide a framework to guide and assess Don Trotti's efforts in his artistic commitments.

2. **Repertoire and Performance Content:** Don Trotti commits to performing a musical repertoire that meets the audience's expectations and the style of the event as agreed upon with the client. Any significant changes to the agreed-upon musical repertoire must be communicated and approved in writing by the client at least [Number of days] days before the event.
 - a. **Repertoire Definition:** The repertoire refers to the list of songs or musical works that Don Trotti will perform during his appearances for the client.
 - b. **Song Selection:** Don Trotti is responsible for selecting the pieces in his repertoire based on his artistic style, personal preferences, and the expectations of the target audience.
 - c. **Variety and Consistency:** The repertoire should offer a variety of styles, genres, and tempos to maintain audience interest while maintaining thematic or stylistic consistency.
 - d. **Audience Adaptation:** Don Trotti must adapt his repertoire to the specific audience he is performing for, taking into account musical preferences, age, culture, and other relevant factors.
 - e. **New Pieces:** Don Trotti is encouraged to incorporate new pieces into his repertoire to keep his performances fresh and innovative, offering his audience a renewed experience at each performance.
 - f. **Preparation and Rehearsals:** Before each performance, Don Trotti must prepare his repertoire by practicing and rehearsing the selected pieces to ensure a smooth and professional interpretation.
 - g. **Performance Duration:** The repertoire must be adapted to the planned duration of the performance, ensuring there are enough pieces to fill the allotted time without compromising artistic quality or integrity.
 - h. **Lyric Content:** The lyrics of the songs included in the repertoire must be appropriate and respect decency standards, avoiding any obscene, offensive, or inappropriate language for the target audience.
 - i. **Cultural Diversity:** The repertoire may include songs from different cultures and languages to reflect diversity and inclusivity while introducing the audience to various musical styles.
 - j. **Themes and Narratives:** Selected pieces may be chosen for their ability to convey universal themes, tell captivating stories, or evoke strong emotions in the audience.
 - k. **Emotional Impact:** The repertoire should be designed to elicit an emotional response from the audience, creating moments of joy, sadness, wonder, or inspiration throughout the performance.
 - l. **Audience Engagement:** The repertoire should include pieces that encourage audience participation and interaction, prompting singing, dancing, or responding to cues offered by Don Trotti.
 - m. **Balance of Styles:** The repertoire should maintain a balance between different musical styles and tempos, alternating energetic and upbeat tracks with calmer, more introspective ballads.
 - n. **Synchronization with Soundtracks:** If necessary, Don Trotti must synchronize his repertoire with the soundtracks or musical arrangements planned to accompany his performances, respecting pre-established timings and cues.
 - o. **Repertoire Evolution:** The repertoire may evolve over time based on audience reactions, musical trends, new album releases, or Don Trotti's artistic inspirations, ensuring a dynamic and enriching experience for all.
3. **Performance Quality:** Don Trotti commits to delivering a high-quality performance, adhering to the professional standards of the music industry. He will ensure accuracy, rhythmic and melodic precision, and expressive interpretation of each piece performed.
 - a. **Artistic Standards:** Don Trotti commits to maintaining high standards of artistic quality in all his performances for the client, showcasing his talent, creativity, and professionalism.
 - b. **Technical Mastery:** The quality of the performance is based on Don Trotti's technical mastery in the interpretation of his songs, including vocal accuracy, rhythmic precision, and instrumental fluidity as applicable.
 - c. **Emotional Expressiveness:** Don Trotti must bring authentic emotional expressiveness to his performances, conveying sincere emotions and creating a deep connection with the audience through his music.
 - d. **Stage Engagement:** The quality of the performance depends on Don Trotti's stage engagement, captivating the audience with his stage presence, charisma, and ability to create an immersive atmosphere.
 - e. **Energy and Dynamism:** Don Trotti must inject energy and dynamism into his performances, maintaining a captivating pace and stimulating the audience's enthusiasm throughout the show.

- f. **Audience Interaction:** The quality of the performance is enhanced by positive and engaging interaction with the audience, fostering open dialogue, encouraging participation, and sensitively responding to audience reactions.
 - g. **Creative Improvisation:** Don Trotti can enrich the quality of his performances by incorporating elements of creative improvisation, exploring new musical ideas, and adapting his delivery to the circumstances and the energy of the room.
 - h. **Diversity of Repertoire:** The quality of the performance is also influenced by the diversity and originality of Don Trotti's repertoire, offering a variety of musical styles, genres, and songs to satisfy a wide range of tastes and preferences.
 - i. **Harmonious Collaboration:** If Don Trotti collaborates with other artists or musicians during his performances, he must maintain a harmonious and cohesive collaboration, synchronizing his efforts with those of his partners to provide a cohesive experience for the audience.
 - j. **Rigorous Preparation:** The quality of the performance also depends on rigorous upfront preparation, including thorough rehearsals, technical adjustments, and meticulous planning of all aspects of the performance.
 - k. **Error Management:** In the event of errors or unexpected issues during the performance, Don Trotti must handle them with professionalism, minimizing their impact on the show and focusing on the continuity of the artistic experience.
 - l. **Adaptability to Conditions:** The quality of the performance requires adaptability to changing conditions, such as room acoustics, audience reactions, technical unforeseen events, or mood variations, adjusting the performance accordingly to maintain quality and artistic integrity.
 - m. **Continuous Evaluation:** Don Trotti and the client commit to continuously evaluating the quality of performances, gathering audience feedback, analyzing constructive criticism, and identifying opportunities for improvement to optimize the artistic experience.
 - n. **Training and Development:** Don Trotti may invest in his artistic training and development to continually improve the quality of his performances, taking classes, working with mentors, and exploring new musical techniques and approaches.
 - o. **Commitment to Excellence:** Finally, the quality of the performance rests on Don Trotti's ongoing commitment to artistic excellence, aspiring to exceed expectations, push creative boundaries, and deliver unforgettable performances to his audience.
4. **Stage Presence:** Don Trotti commits to maintaining a dynamic and engaging stage presence throughout his performance, interacting appropriately with the audience and ensuring effective communication with other members of his band, if applicable.
- a. **Stage Presence Definition:** Stage presence refers to Don Trotti's ability to occupy and influence the stage space in a captivating and impactful manner, eliciting the audience's attention and emotion.
 - b. **Charisma and Confidence:** A strong stage presence relies on Don Trotti's natural charisma and self-confidence, projecting an aura of presence and assurance that instantly draws the audience's attention.
 - c. **Non-verbal Communication:** Stage presence involves effective communication through gestures, facial expressions, body movements, and postures that enhance the emotional message of the music and create a connection with the audience.
 - d. **Use of Space:** Don Trotti must strategically utilize the stage space, moving fluidly and intentionally to occupy different points on the stage and create dynamic, evocative visual moments.
 - e. **Audience Interaction:** A strong stage presence is characterized by authentic and engaging interaction with the audience, establishing eye contact, offering greetings and thanks, and encouraging audience participation.
 - f. **Emotional Expressivity:** Stage presence is enhanced by sincere and powerful emotional expressivity, allowing Don Trotti to convincingly and movingly communicate the emotions and stories conveyed by his music.
 - g. **Dynamism and Energy:** A dynamic and energetic stage presence captures the audience's attention and maintains their interest throughout the performance, creating a constant flow of positive energy and stimulating audience enthusiasm.
 - h. **Authenticity and Integrity:** An authentic and genuine stage presence reflects Don Trotti's unique personality and sincere commitment to his art, avoiding any pretense or artificiality that could compromise the credibility of his performance.
 - i. **Adaptability to Styles:** Don Trotti's stage presence must be adaptable to different musical styles and performance contexts, modulating his energy, expression, and behavior according to the ambiance and audience present.

- j. **Emotion Level Control:** Good stage presence involves skillful control of the level of emotion transmitted, avoiding extremes that could be perceived as excessive or inappropriate, while maintaining an authentic emotional connection with the audience.
 - k. **Complicity with the Team:** Don Trotti's stage presence is enhanced by his complicity with the members of his performance team, sharing complicit glances, coordinating movements, and creating overall cohesion on stage.
 - l. **Stress and Pressure Management:** A solid stage presence allows Don Trotti to effectively manage the stress and pressures inherent in public performance, remaining calm, focused, and fully engaged despite potential challenges.
 - m. **Innovation and Creativity:** An exceptional stage presence stands out through its innovation and creativity, exploring new ways to use space, movement, and expression to surprise and delight the audience.
 - n. **Continuous Evaluation:** Don Trotti and the client commit to regularly evaluating his stage presence, gathering audience feedback, analyzing video recordings, and identifying areas for improvement to optimize his impact on stage.
 - o. **Evolution and Growth:** Finally, Don Trotti's stage presence is an ongoing process of evolution and growth, committing to continuous learning, exploring new techniques, and pushing the boundaries of his performance to deliver increasingly rich and captivating stage experiences.
5. **Dress Code and Appearance:** Don Trotti commits to adhering to the dress code specified by the client for the event, ensuring that his appearance is appropriate, professional, and aligns with the branding of the event.
- a. **Definition:** Don Trotti's attire and appearance are essential elements of his stage presentation, contributing to the atmosphere, style, and overall image of his performances for the client.
 - b. **Representation of Image:** Don Trotti's attire and appearance should reflect the artistic image and personality he wishes to project on stage, consistent with his musical style, values, and audience expectations.
 - c. **Appropriateness to Context:** Don Trotti's attire and appearance should be suited to the specific context of each performance, considering the venue, type of event, target audience, and his artistic message.
 - d. **Elegance and Style:** Don Trotti is encouraged to choose elegant and stylish outfits that enhance his figure and capture the audience's attention, while reflecting his personal style and artistic creativity.
 - e. **Comfort and Mobility:** Besides being aesthetically pleasing, Don Trotti's outfits should be comfortable and allow for optimal freedom of movement so he can easily move around and feel comfortable during his performances.
 - f. **Coordination of Colors and Accessories:** Don Trotti's attire should be carefully coordinated in terms of colors, patterns, and accessories to create a harmonious and professional aesthetic on stage.
 - g. **Originality and Creativity:** Don Trotti is encouraged to demonstrate originality and creativity in his outfit choices, experimenting with unique designs, interesting textures, and distinctive visual elements that set him apart on stage.
 - h. **Adaptability to Conditions:** Don Trotti's attire should be adapted to the environmental conditions of the performance, taking into account the season, temperature, humidity, and other factors that might affect his comfort.
 - i. **Respect for Dress Code:** In cases of performances at specific events with a defined dress code, Don Trotti must adhere to the guidelines set by the organizers while retaining his artistic individuality as much as possible.
 - j. **Cleanliness and Care:** Don Trotti's attire must be impeccably clean and well-maintained, ensuring that clothes are properly ironed, shoes polished, and accessories in good condition for a professional presentation.
 - k. **Balance between Tradition and Innovation:** Don Trotti may balance traditional clothing elements with more innovative or avant-garde elements to create a unique and contemporary style that reflects his artistic personality.
 - l. **Brand Representation:** Don Trotti's attire can also be used to reinforce the client's branding, incorporating subtle branding elements or displaying logos or patterns associated with the brand.
 - m. **Logistical Considerations:** When selecting his outfit, Don Trotti should consider logistical aspects such as ease of maintenance, practicality of quick changes, and compatibility with stage lighting to ensure a flawless presentation.
 - n. **Audience Feedback:** Don Trotti can also consider audience feedback on his attire, assessing reactions and preferences to adjust his future outfit choices.

- o. **Evolution and Reinvention:** Finally, Don Trotti's attire can evolve and reinvent over time to reflect his artistic growth, changing influences, and stylistic explorations, providing a dynamic and inspiring visual experience for his audience.
6. **Technical Equipment:** Don Trotti will provide a detailed list of his technical equipment needs, including sound, lighting, and stage requirements, at least [Number of days] days prior to the event. Any additional equipment required must be discussed and agreed upon with the client before the event.
- a. **Technical Equipment Definition:** Technical equipment refers to all audiovisual equipment, musical instruments, sound systems, lighting, and any other technical gear necessary for Don Trotti's performances.
 - b. **Sound System:** Don Trotti must ensure a high-quality sound system is in place to accurately reproduce his music and provide an optimal auditory experience for the audience.
 - c. **Musical Instruments:** Don Trotti is responsible for selecting and meticulously maintaining his musical instruments to ensure they are in good working condition and deliver quality sound during his performances.
 - d. **Audio Adjustments:** Don Trotti needs to make appropriate audio adjustments to balance sound levels, address potential feedback issues, and optimize the overall sound quality of his performance.
 - e. **Stage Monitors:** Don Trotti may use stage monitors to keep track of the live sound during his performance, ensuring he can clearly hear his own voice and instruments.
 - f. **Microphones and Accessories:** Don Trotti should choose suitable microphones for his voice and instruments, using accessories like mic stands, pop filters, and windshields to optimize the captured audio quality.
 - g. **Stage Lighting:** Don Trotti can collaborate with lighting professionals to design stage lighting that enhances his performance and creates an engaging visual atmosphere for the audience.
 - h. **Visual Effects:** In addition to lighting, Don Trotti can incorporate visual effects such as video projections, light shows, and stage decorations to enrich the visual experience of his performance.
 - i. **Audiovisual Technology:** Don Trotti may utilize audiovisual technologies such as LED screens, projection screens, and live streaming equipment to add an extra dimension to his performance.
 - j. **Technical Control:** Don Trotti should appoint a qualified technician to manage the technical aspects during the performance, handling audio settings, stage changes, and any other technical requirements.
 - k. **Equipment Safety:** Don Trotti must take steps to ensure the safety of the technical equipment, avoiding electrical overloads, properly securing cables, and adhering to safety guidelines to prevent accidents.
 - l. **Backup Plan:** Don Trotti can develop a backup plan for technical failures during the performance, including backup equipment, workaround solutions, and support personnel to minimize disruptions.
 - m. **Technical Tests and Rehearsals:** Before each performance, Don Trotti should conduct technical tests and rehearsals to ensure all equipment functions correctly and audiovisual settings are optimal.
 - n. **Logistics and Transportation:** Don Trotti needs to arrange logistics and transportation for technical equipment to ensure its timely arrival and seamless setup at the performance venue.
 - o. **Investment in Equipment:** Don Trotti may invest in purchasing or renting high-quality equipment to enhance the production of his performances and provide an unforgettable artistic experience for his audience.
7. **Rehearsals and Preparation:** Don Trotti commits to participating in sufficient preliminary rehearsals to ensure a smooth and professional performance on the day of the event. He will work closely with the technical staff provided by the client to adjust sound levels, lighting effects, and make any other necessary preparations.
- a. **Rehearsal Planning:** Don Trotti must establish a rehearsal schedule that considers the performance dates, specific preparation needs, and his team's availability.
 - b. **Rehearsal Duration:** Rehearsals should be long enough to allow thorough preparation of each element of the performance, including music, stage movements, and audience interaction.
 - c. **Rehearsal Frequency:** Don Trotti should determine the frequency of rehearsals based on the complexity of the performance, ensuring enough time is allocated to absorb the material and refine details.
 - d. **Repertoire Focus:** Rehearsals should focus on the specific repertoire to be performed at upcoming shows, paying special attention to new or challenging pieces.

- e. **Rehearsal Structure:** Each rehearsal should be structured to cover all aspects of the performance, including music, movements, interpretation, transitions, and downtime.
 - f. **Technical Rehearsals:** In addition to musical rehearsals, Don Trotti can schedule technical rehearsals to test and adjust audiovisual equipment, lighting, special effects, and other technical elements of the performance.
 - g. **Individual Preparation:** Apart from group rehearsals, Don Trotti should spend time on individual preparation, reviewing scores, working on vocal or instrumental techniques, and visualizing the performance.
 - h. **Team Collaboration:** Rehearsals provide an opportunity to collaborate with the production team, musicians, backup singers, and any other collaborators involved in the performance, exchanging ideas, solving problems, and aligning efforts.
 - i. **Constructive Feedback:** Rehearsals should include sessions of constructive feedback where Don Trotti and his team can discuss strengths, weaknesses, and areas for improvement in the performance.
 - j. **Real-World Conditions Rehearsals:** To simulate real performance conditions, Don Trotti can organize rehearsals in venues similar to where the actual performances will take place, adjusting acoustics, lighting, and stage setup.
 - k. **Stress Management:** Rehearsals are also an opportunity for Don Trotti to manage performance-related stress and anxiety by familiarizing himself with the material, building confidence, and developing strategies to stay calm and focused.
 - l. **Continuous Evaluation:** Throughout the rehearsal process, Don Trotti and his team should continuously evaluate the performance, identifying improvement areas and making adjustments accordingly.
 - m. **Adaptability and Flexibility:** Rehearsals also fine-tune Don Trotti's adaptability and flexibility to last-minute surprises and changes, developing contingency plans to handle any eventuality.
 - n. **Recordings and Analysis:** Don Trotti may record rehearsals and performances for in-depth analysis of his delivery, identifying weaknesses and celebrating successes for continuous improvement.
 - o. **Celebrating Progress:** Finally, rehearsals offer a chance to celebrate progress made, recognizing individual and collective achievements of the team and boosting motivation to achieve artistic excellence.
8. **Safety:** Don Trotti will take all necessary precautions to ensure his safety and that of his team during the performance, complying with safety regulations at the event venue and following instructions from security personnel.
- a. **Risk Assessment:** Don Trotti and his team must conduct a thorough risk assessment for each performance venue, identifying potential hazards to the safety of the audience and performers.
 - b. **Safety Plan:** Based on the risk assessment, a detailed safety plan should be developed for each performance, outlining preventive measures and emergency response procedures.
 - c. **Coordination with Authorities:** Don Trotti must coordinate with local authorities, security services, and event organizers to ensure compliance with safety regulations and the availability of emergency services if needed.
 - d. **Safety Training:** All team members involved in the performance must receive safety training, including evacuation procedures, first aid, and emergency situation management.
 - e. **Signage and Evacuation:** Clear signage and evacuation routes should be established to guide the audience to emergency exits in case of an emergency.
 - f. **Access Control:** Access control measures should be implemented to restrict entry to the performance areas to only those with authorized tickets or passes.
 - g. **Equipment Safety:** Technical equipment and gear must be securely installed to prevent any risks of falling or damage during the performance.
 - h. **Crowd Management:** Crowd management plans should be developed to ensure orderly audience flow and prevent overcrowding or stampeding situations.
 - i. **Medical Assistance:** Medical emergency services should be available on-site to provide immediate assistance in case of injury or illness.
 - j. **Emergency Communication:** An emergency communication system should be established to enable effective coordination between the security team, emergency services, and authorities in case of a crisis.
 - k. **Artistic Risk Management:** Performances involving risky elements, such as acrobatics or pyrotechnics, should be managed with particular attention to the safety of artists and the audience.

- I. **Food Safety and Hygiene:** If food or beverages are offered at the event, measures must be taken to ensure their safety and compliance with hygiene standards.
 - m. **Emergency Action Plan:** A detailed emergency action plan should be established to guide responses to various emergency situations, such as fires, serious injuries, or security threats.
 - n. **Post-event Evaluation:** After each performance, a post-event evaluation should be conducted to analyze any incidents, identify areas for improvement, and update the safety plan for future events.
 - o. **Responsibility and Oversight:** The responsibility for safety lies with the entire production team, under the direct supervision of a designated safety officer to ensure adherence to established safety protocols and guidelines.
9. **Compliance with Laws and Regulations:** Don Trotti commits to adhering to all applicable laws and regulations during his performance, including those related to copyright, image rights, and intellectual property.
 - a. **Respect for Local Legislation:** Don Trotti commits to adhering to all applicable local, national, and international laws, rules, and regulations related to his performances, including labor law, safety regulations, and intellectual property rights.
 - b. **Licenses and Permits:** Before each performance, Don Trotti must ensure he has obtained all necessary licenses, permits, and authorizations from the relevant authorities, including performance licenses, work permits, and music broadcasting rights.
 - c. **Liability Insurance:** Don Trotti must have adequate liability insurance coverage to handle potential risks associated with his performances, including property damage, personal injury, and possible legal disputes.
 - d. **Copyright Protection:** Don Trotti must respect copyright and related rights by obtaining the necessary permissions for the use of any copyrighted material in his performances, including musical compositions, audio recordings, and visual works.
 - e. **Tax Declarations:** Don Trotti is responsible for fulfilling his tax obligations by accurately declaring all income generated from his performances and paying the required taxes in accordance with prevailing tax laws.
 - f. **Audience Safety:** Don Trotti must take steps to ensure the safety and well-being of the audience during his performances, ensuring that the venues comply with safety standards and that appropriate emergency measures are in place.
 - g. **Risk Management:** Don Trotti must perform risk assessments to identify potential hazards associated with his performances, such as technical equipment use, crowd-related risks, and weather conditions, and implement measures to mitigate these risks.
 - h. **Safety Training:** Don Trotti and his team must undergo safety training to understand emergency procedures, first aid, venue evacuation, and other safety-related aspects of performances.
 - i. **Signage and Marking:** Performance venues must be properly marked and signed to indicate emergency exits, danger zones, safety equipment, and other relevant information to ensure the safety of the public and staff.
 - j. **Emergency Evacuation:** Don Trotti must develop an emergency evacuation plan to address any critical situations, assigning evacuation leaders, establishing evacuation routes, and conducting regular evacuation drills.
 - k. **Accessibility for Disabled Persons:** Performance venues must be accessible to disabled persons, providing suitable facilities such as access ramps, elevators, accessible restrooms, and reserved parking spaces.
 - l. **Food Safety and Hygiene:** If food or drinks are offered during performances, Don Trotti must ensure they meet food safety and hygiene standards to prevent any risk of contamination or food poisoning.
 - m. **Crowd Management:** Don Trotti must collaborate with local authorities to implement crowd control measures to ensure the safety and comfort of the audience, avoiding overcrowding situations and preventing crowd-related incidents.
 - n. **Emergency Communications:** Don Trotti must set up an emergency communication system to enable effective coordination in case of a critical situation, using means such as walkie-talkies, mobile phones, and public address systems.
 - o. **Monitoring and Intervention:** During performances, Don Trotti must ensure continuous monitoring of the venue to detect any potential safety issues and respond quickly to address them, in cooperation with security personnel and relevant authorities if necessary.
10. **Audience Interactions:** Don Trotti commits to interacting with the audience in a respectful and professional manner, accommodating reasonable requests from the audience and avoiding any offensive or inappropriate behavior.

- a. **Welcoming and Greetings:** Don Trotti must warmly greet the audience upon entering the stage, offering friendly salutations and expressing gratitude for their attendance.
 - b. **Eye Contact:** During the performance, Don Trotti should maintain regular eye contact with the audience to establish a personal connection and enhance audience engagement.
 - c. **Open Communication:** Don Trotti should encourage open communication with the audience by responding to reactions, questions, and applause with enthusiasm and authenticity.
 - d. **Encouragement of Participation:** Don Trotti may encourage the audience to actively participate in the performance by singing along, dancing, or responding to interactive prompts during the show.
 - e. **Responses to Special Requests:** Don Trotti may accommodate special requests from the audience by performing favorite songs or answering questions, as feasible and appropriate.
 - f. **Creating an Inclusive Atmosphere:** Don Trotti must ensure that he creates an inclusive atmosphere where all audience members feel welcomed, respected, and represented in his performance.
 - g. **Humor and Light Interaction:** Don Trotti can incorporate humor and light interactions with the audience to relax the atmosphere and promote a climate of friendliness and joy during the performance.
 - h. **Storytelling and Stories:** Don Trotti may share anecdotes, personal stories, or inspirations behind his songs to enrich the audience's experience and create a deeper emotional connection.
 - i. **Handling Disruptions:** In the event of disruptions or distractions during the performance, Don Trotti must handle them calmly and professionally, maintaining focus and minimizing their impact on the flow of the show.
 - j. **Interaction with Fans:** After the performance, Don Trotti may meet fans for autograph sessions, photos, or informal discussions, expressing his appreciation for their support and strengthening bonds with his community.
 - k. **Respect for Boundaries:** Don Trotti must respect personal boundaries and individual preferences of the audience by avoiding any intrusive or offensive interactions.
 - l. **Safety Awareness:** Don Trotti can raise safety awareness among the audience by providing clear instructions on actions to take in case of an emergency or dangerous situation during the performance.
 - m. **Respecting Diversity:** Don Trotti must respect the cultural, social, and ethnic diversity of his audience by avoiding any discriminatory language or behavior and promoting values of inclusion and tolerance.
 - n. **Acknowledgment of the Audience:** Don Trotti should acknowledge and thank the audience at the end of the performance for their participation, support, and positive energy throughout the show.
 - o. **Evaluation of Feedback:** After the performance, Don Trotti may collect feedback from the audience to assess their satisfaction, identify strengths, and pinpoint areas for improvement for future performances.
11. **Sound and Volume Management:** Don Trotti is committed to appropriately controlling the sound level of his performance, ensuring it is audible without being excessively loud, so as not to disrupt other activities occurring at the event venue.
- a. **Sound Level Balancing:** Don Trotti must ensure proper balancing of sound levels between his voice, musical instruments, and any other audio sources to maintain optimal sound quality.
 - b. **Mixing Precision:** During rehearsals and performances, Don Trotti should work with sound engineers to refine the audio mix by adjusting levels, equalization, and sound effects to achieve a clear and well-balanced sound.
 - c. **Distortion Control:** Don Trotti must avoid any sound distortion by carefully monitoring gain levels and adjusting audio equipment settings to prevent unwanted saturation and distortion.
 - d. **Hearing Protection:** During rehearsals and performances, Don Trotti and his team should take steps to protect their hearing, using earplugs or in-ear monitors to reduce exposure to high sound levels.
 - e. **Venue Adaptation:** Don Trotti must adapt to the specific acoustic characteristics of each performance venue by adjusting audio settings and modulating volume according to the size of the hall, its architecture, and acoustics.
 - f. **Feedback Prevention:** Don Trotti should take preventive measures to avoid audio feedback by properly positioning microphones, adjusting equalizers, and controlling stage monitors to minimize feedback risks.

- g. **Managing Audience Reactions:** If there are negative audience reactions related to sound or volume, Don Trotti should respond calmly and professionally, taking appropriate corrective actions to resolve issues and restore a pleasant sound experience.
 - h. **Volume Flexibility:** Don Trotti must be able to dynamically modulate the volume of his voice and instruments to match the energy of the performance and the needs of audience communication.
 - i. **Sensitivity to Auditory Comfort:** Don Trotti should be mindful of his audience's auditory comfort by avoiding excessively loud sound levels that could cause discomfort or hearing fatigue.
 - j. **Technological Considerations:** Don Trotti and his team should consider the technical specifications of the audio equipment used, such as maximum allowable power and frequency response, to optimize sound and volume management.
 - k. **Communication with Technical Team:** Don Trotti must maintain clear and open communication with sound engineers and his technical team to share directions and feedback on sound levels and audio settings.
 - l. **Preliminary Testing:** Before each performance, Don Trotti could conduct sound checks to assess sound quality and volume levels at different spots within the venue to ensure that all audience members have an optimal sound experience.
 - m. **Balance Control:** Don Trotti must monitor the balance between different sound sources, ensuring that each instrument and voice is clearly audible and balanced against other performance elements.
 - n. **Live Adjustments:** During the performance, Don Trotti should be able to adjust sound levels and audio parameters in real-time based on changing room conditions and audience feedback to maintain optimal sound quality.
 - o. **Ongoing Evaluation:** After each performance, Don Trotti and his team should continually evaluate sound and volume management, collecting audience feedback and identifying opportunities for improvement for future performances.
12. **Stage Conditions:** Don Trotti commits to adhering to the stage conditions provided by the client, including dimensions, configuration, and any specific requirements to ensure an optimal performance.
- a. **Stage Space:** The client commits to providing an adequate and secure stage space for Don Trotti's performances, taking into account his needs in terms of size, configuration, and equipment.
 - b. **Acoustics:** The client will ensure that the stage acoustics are optimal for faithful sound reproduction, considering reverberation, absorption, and sound diffusion in the venue.
 - c. **Lighting:** The client will provide adequate lighting to highlight Don Trotti's performance, ensuring sufficient visibility on stage while creating an appropriate ambiance for the occasion.
 - d. **Audiovisual Equipment:** The client will make available all necessary audiovisual equipment, such as sound systems, screens, projectors, and lighting setups, to support Don Trotti's performance.
 - e. **Safety:** The client will ensure that the stage is secure and complies with current safety standards, preventing risks of falling, slipping, electrocution, or any other potential danger to the artists and the audience.
 - f. **Artist Comfort:** The client will guarantee optimal comfort for Don Trotti and his team on stage, providing dressing rooms equipped with amenities such as seating, mirrors, refreshments, and rest areas.
 - g. **Accessibility:** The client will ensure that the stage is accessible to all, taking into account the needs of people with reduced mobility and providing ramps, elevators, or other necessary facilities.
 - h. **Internet Connection:** If necessary, the client will provide a reliable internet connection on stage to facilitate communication, multimedia content sharing, and other technological needs during the performance.
 - i. **Power Supply:** The client will provide adequate electrical power to support all the equipment used on stage, avoiding overloads and power interruptions during the performance.
 - j. **Stage Layout:** The client will collaborate with Don Trotti to design a stage layout that meets his artistic and logistical needs, considering the arrangement of instruments, microphones, cables, and other necessary elements.
 - k. **Signage and Directions:** The client will provide clear signage and directions to guide the artists and technical staff on stage and backstage, facilitating navigation and minimizing the risk of errors or confusion.

- l. **Support Services:** The client will provide on-stage support services, such as audiovisual technicians, stage managers, paramedics, and other qualified professionals to assist Don Trotti and his team during the performance.
 - m. **Cleanliness and Maintenance:** The client will ensure that the stage is clean, well-maintained, and free from any debris or potential hazards before, during, and after Don Trotti's performance.
 - n. **Temperature and Humidity Control:** The client will monitor and maintain the stage's temperature and humidity levels to ensure the comfort of the artists and the preservation of instruments and audiovisual equipment.
 - o. **Communication and Coordination:** The client will maintain open communication and effective coordination with Don Trotti and his team to ensure that all stage conditions meet their needs and expectations for a successful performance.
- 13. Alcohol and Drug Consumption:** Don Trotti commits to abstaining from the consumption of alcohol or drugs before or during his performance to ensure a professional presentation and maintain the safety of himself, his team, and the audience.
- a. **Zero Tolerance Policy:** The client maintains a zero tolerance policy regarding the consumption of alcohol and drugs during Don Trotti's performances.
 - b. **Absolute Prohibition:** Don Trotti and his entire team are strictly prohibited from consuming alcohol or illicit drugs before, during, or after performances.
 - c. **Individual Responsibility:** Don Trotti is responsible for his own conduct and must abstain from any alcohol or drug use that could compromise his performance or safety.
 - d. **Awareness:** The client will raise awareness among Don Trotti and his team about the dangers associated with alcohol and drug consumption, providing information on the negative effects on health, performance, and professional reputation.
 - e. **Impact on Performance:** The consumption of alcohol and drugs can impair Don Trotti's cognitive, physical, and emotional abilities, thereby affecting his artistic performance and his ability to interact with the audience professionally.
 - f. **Safety Risks:** Alcohol and drug use increases the risk of accidents, injuries, and incidents on stage, endangering the safety of Don Trotti, his team, and the audience.
 - g. **Professional Image:** The client protects Don Trotti's professional image by avoiding any association with alcohol or drug use, which could harm his reputation and artistic career.
 - h. **Role Model:** As a public figure, Don Trotti should set a positive example by adopting a healthy and sober lifestyle, inspiring his audience with his commitment to sobriety and responsibility.
 - i. **Support and Resources:** The client offers support and resources to Don Trotti and his team to help them cope with social and professional pressures that might lead to alcohol or drug consumption.
 - j. **Healthy Alternatives:** The client encourages Don Trotti to seek healthy and positive alternatives for managing stress, pressure, and emotions, such as meditation, physical exercise, and social support.
 - k. **Responsible Conduct:** When participating in social events or activities outside of performances, Don Trotti must exhibit responsible conduct and abstain from excessive alcohol or drug consumption.
 - l. **Termination Clause:** Failure to adhere to the zero tolerance policy on alcohol and drug consumption may result in immediate termination of the contract between Don Trotti and the client, along with severe legal and professional consequences.
 - m. **Confidentiality:** Any information regarding alcohol or drug consumption by Don Trotti or his team will be treated with the utmost confidentiality by the client, in accordance with applicable data protection laws and regulations.
 - n. **Education and Prevention:** The client is committed to promoting education and prevention of alcohol and drug abuse within the music industry, raising awareness among artists, professionals, and the public about the associated risks.
 - o. **Commitment to Health and Well-being:** The client and Don Trotti recognize the importance of physical and mental health and well-being, and are committed to promoting a healthy, safe, and substance-free working environment.
- 14. Management of Changes and Unforeseen Events:** In the event of last-minute changes or unforeseen circumstances during the performance, Don Trotti commits to handling them professionally and collaborating with the client's staff to find effective solutions.
- a. **Anticipation of Changes:** Don Trotti and his team must anticipate potential changes that could occur before, during, or after the performance by identifying possible scenarios and developing appropriate action plans.

- b. **Flexibility and Adaptability:** In the face of last-minute changes, Don Trotti must demonstrate flexibility and adaptability, adjusting his performance, schedule, and expectations according to the new circumstances.
 - c. **Open Communication:** In the event of changes or unforeseen events, Don Trotti must maintain open and transparent communication with his team, event organizers, and any other concerned parties to share relevant information and coordinate necessary actions.
 - d. **Contingency Planning:** Don Trotti should develop contingency plans to handle unforeseen situations such as equipment failures, transport delays, health issues, or any other incidents that may affect the performance.
 - e. **Quick Response:** In the case of unexpected events during the performance, Don Trotti must react quickly and efficiently to resolve the issue while minimizing interruptions and maintaining audience engagement.
 - f. **Team Support:** Don Trotti can rely on his team's support to handle changes and unforeseen events by working closely together to find solutions and assisting each other in overcoming obstacles.
 - g. **Task Prioritization:** When faced with multiple changes or complex situations, Don Trotti must prioritize tasks and actions based on their urgency and importance to ensure the continuity of the performance.
 - h. **Stress Management:** Sudden changes can be stressful. Don Trotti should develop stress management techniques such as deep breathing, positive visualization, and focusing on the present moment to stay calm and centered.
 - i. **Risk Assessment:** Before making important decisions in response to a change, Don Trotti must assess the potential risks associated with each option and choose the best approach to minimize negative consequences.
 - j. **Communication with the Audience:** In case of program changes or performance disruptions, Don Trotti must communicate clearly and directly with the audience to inform them of the situation, providing explanations and instructions as needed.
 - k. **Learning and Continuous Improvement:** After any change or unforeseen event, Don Trotti and his team can learn from the experience to improve their processes, strengthen their resilience, and be better prepared to handle similar situations in the future.
 - l. **Resource Coordination:** If necessary, Don Trotti can coordinate the use of available resources such as additional staff, backup equipment, or alternative solutions to resolve encountered problems.
 - m. **Communication with Organizers:** Don Trotti should maintain proactive communication with event organizers to keep them informed of plan changes, consult them if needed, and obtain their support to resolve issues.
 - n. **Documentation of Events:** After the performance, Don Trotti can document the changes and unforeseen events that occurred, noting the actions taken, lessons learned, and effective solutions for future reference.
 - o. **Acknowledgment and Recognition:** After overcoming a change or unforeseen event, Don Trotti can express gratitude to his team, event organizers, and the audience for their support and understanding during the period.
15. **Respect des termes du contrat :** Don Trotti s'engage à respecter toutes les conditions du présent contrat et à se conformer à toutes les instructions et exigences raisonnables émises par le client pour garantir le bon déroulement de sa performance et la satisfaction du public.
- a. **Knowledge and Understanding:** Don Trotti agrees to familiarize himself with all the terms and conditions of the booking contract and fully understand the implications and obligations arising from it.
 - b. **Respect for Deadlines:** Don Trotti will adhere to all deadlines specified in the contract, including those related to confirming performance dates, providing required documents, and making advance payments or fees.
 - c. **Compliance with Clauses:** Don Trotti will comply with all clauses and stipulations of the contract, including those related to the duration of the performance, the repertoire to be performed, payment conditions, and any other specific requirements.
 - d. **Collaboration with the Client:** Don Trotti will closely collaborate with the client to ensure adherence to the contract terms, providing all necessary information and resources to facilitate the planning and execution of the performances.
 - e. **Open Communication:** In case of difficulties or disagreements concerning the contract terms, Don Trotti commits to communicating openly and honestly with the client to find mutually satisfactory solutions and maintain a relationship of trust.

- f. **Mutual Agreement for Changes:** Any changes or amendments to the contract terms can only be made with the mutual consent of Don Trotti and the client, and must be formalized in writing to avoid any ambiguity.
- g. **Respect for Commitments:** Don Trotti will honor all commitments made under the contract, including scheduled performances, promotional obligations, contractual restrictions, and any other specified conditions.
- h. **Confidentiality of Information:** Don Trotti will maintain the confidentiality of all confidential information provided under the contract, refraining from disclosing sensitive details to third parties without prior authorization.
- i. **Artistic Integrity:** Don Trotti will preserve his artistic integrity while respecting the directives and expectations outlined in the contract, ensuring that his performance meets the agreed-upon quality standards.
- j. **Notice of Non-Performance:** In case of an inability to meet the contract terms due to circumstances beyond his control, Don Trotti will immediately notify the client and proactively seek alternative solutions.
- k. **Financial Responsibility:** Don Trotti will assume any financial responsibility arising from non-compliance with the contract terms, including penalties, additional fees, and financial losses incurred by the client.
- l. **Legal Recourse:** In case of a dispute or disagreement regarding compliance with the contract terms, Don Trotti and the client agree to pursue appropriate legal avenues to resolve the issue fairly and in accordance with the law.
- m. **Documentation and Evidence:** Don Trotti will keep documents and evidence of his compliance with the contract terms, such as copies of written communications, payment confirmations, and performance execution reports.
- n. **Feedback and Evaluation:** At the end of each contract, Don Trotti and the client may conduct a mutual evaluation to assess compliance with the contract terms, identifying strengths and areas for improvement for future engagements.
- o. **Maintaining Professional Relationship:** Regardless of the contract outcome, Don Trotti and the client commit to maintaining a professional and respectful relationship, recognizing the value of their collaboration and working together to achieve their common goals.

Compensation ————— 3

Definition: Compensation refers to the financial remuneration or any other consideration that the client agrees to provide to Don Trotti in exchange for his services as part of the event.

1. **Financial Remuneration:** The compensation will include a suitable fixed financial remuneration for the services provided by Don Trotti to the client, based on industry standards and Don Trotti's skills and experience.
 - a. **Performance Fees:** In addition to the fixed remuneration, performance fees will be provided to Don Trotti, based on the success and impact of his performances, with additional bonuses depending on the results achieved.
 - b. **Social Benefits:** The compensation may also include social benefits such as health insurance, life insurance, paid leave, and other similar benefits to ensure Don Trotti's well-being and security.
 - c. **Travel Allowance:** Travel allowances will be provided to cover Don Trotti's travel, accommodation, and meal expenses when he is on tour or traveling for performances or professional engagements.
 - d. **Promotion Expenses:** The client may also cover the promotion and marketing expenses associated with Don Trotti's career, such as advertising fees, online promotion, and production of promotional content.
 - e. **Revenue Sharing:** A share of the revenue generated from performances, music sales, royalties, and other income sources associated with Don Trotti's career may be included in his compensation, providing additional motivation to maximize his success.
 - f. **Stock Options:** In certain circumstances, Don Trotti may be offered stock options or other forms of equity participation in the client's company as part of his compensation, allowing him to share in the company's growth benefits.

- g. **Grants and Subsidies:** The client may facilitate obtaining grants, subsidies, or other forms of funding to support Don Trotti's artistic and professional development as part of his compensation package.
 - h. **Training and Development:** Professional training and development programs may be included in Don Trotti's compensation to help him enhance his skills, acquire new knowledge, and advance in his career.
 - i. **Legal and Financial Assistance:** The client may provide legal and financial assistance to Don Trotti, including advice on contracts, financial management, and rights protection, as part of his compensation.
 - j. **Signing Bonuses:** Signing bonuses may be offered to Don Trotti upon entering into new contracts or partnerships with the client, recognizing his commitment to the company.
 - k. **Tour Participation:** The compensation may include a share of the revenues generated from Don Trotti's tours and live shows, allowing him to benefit financially from the success of his stage performances.
 - l. **Consultation and Mentorship:** Don Trotti may be compensated for his consultation or mentorship services to other artists or team members of the client, recognizing his value as a mentor and industry expert.
 - m. **Periodic Review:** Don Trotti's compensation will be subject to periodic review to ensure it remains competitive and fair in relation to industry standards and his contributions to the company.
 - n. **Flexibility and Negotiation:** The compensation may be flexible and subject to negotiation to accommodate Don Trotti's individual needs and preferences, ensuring a mutually beneficial arrangement for all parties involved.
2. **Compensation Amount:** The contract specifies the amount of compensation or the calculation method used to determine Don Trotti's remuneration, whether it is a fixed fee, a percentage of the revenue generated, or another formula.
- a. **Base Salary:** Don Trotti's base salary will be determined based on his level of experience, skills, reputation, and industry standards, with an agreed fixed monthly or annual salary.
 - b. **Salary Scale:** A salary scale may be established based on Don Trotti's career progression, with scheduled increases based on his performance, tenure with the company, and changes in his role.
 - c. **Performance Fees:** Performance fees will be calculated based on various factors such as the type and size of events or projects, the duration of performances, audience demand, and predefined success criteria.
 - d. **Bonuses and Incentives:** Bonuses and incentives may be offered to Don Trotti based on exceptional achievements, the accomplishment of specific goals, or the overall performance of the client, as a reward for significant contributions.
 - e. **Revenue Sharing:** Don Trotti may receive a share of the revenue generated from his performances, recordings, royalties, and other income sources related to his career, with agreed-upon percentages.
 - f. **Benefits:** In addition to financial remuneration, Don Trotti may receive benefits such as health insurance, paid leave, retirement benefits, and other social benefits.
 - g. **Travel Allowance:** A travel allowance will be provided to cover transportation, accommodation, and meal expenses for Don Trotti when traveling for performances, recordings, or other professional engagements.
 - h. **Ancillary Expenses:** The client may cover ancillary expenses related to Don Trotti's performances, such as promotion costs, production fees, equipment rental costs, and travel expenses for other team members.
 - i. **Stock Options:** Don Trotti may be offered stock options or other forms of equity participation as part of his compensation, allowing him to benefit from the company's growth.
 - j. **Consultation and Mentorship Fees:** Fees may be paid to Don Trotti for his consultation or mentorship services to other artists or team members, recognizing his expertise and commitment to the company's development.
 - k. **Periodic Review:** Don Trotti's compensation will be periodically reviewed to account for inflation, changes in the music industry, and his individual performance, with adjustments made as necessary.
 - l. **Flexible Payment Terms:** The payment method for Don Trotti's compensation can be negotiated to meet his financial needs and personal preferences, with options such as monthly payments, advances, or performance-based payments.

- m. **Transparency:** The total amount of Don Trotti's compensation, along with the details of its various components, will be clearly specified in the booking contract to ensure complete transparency between both parties.
 - n. **Indexation Clause:** An indexation clause may be included to automatically adjust Don Trotti's remuneration based on economic indices or cost-of-living changes, thus ensuring his purchasing power over time.
 - o. **Early Termination Clause:** The terms of compensation in the event of early termination of the contract will be specified to protect the financial interests of both Don Trotti and the client in case of premature cessation of their collaboration.
3. **Payment Schedule:** The contract specifies the payment schedule for compensation, including the planned payment dates and the payment methods, to ensure effective cash flow management for Don Trotti.
- a. **Payment Frequency:** Payments to Don Trotti will be made according to a defined frequency, which may be monthly, quarterly, or based on another schedule agreed upon by both parties.
 - b. **Payment Terms:** The payment terms, including the methods of fund transfer and payment deadlines, will be agreed upon in advance to ensure quick and efficient financial transactions.
 - c. **Advances:** Advances may be provided to Don Trotti at specific stages of the project or tour, serving as a guarantee of his participation and to cover initial expenses related to his performance.
 - d. **Interim Payments:** Depending on the duration and complexity of the contract, interim payments may be scheduled at regular intervals to support Don Trotti throughout his engagement.
 - e. **Specific Deadlines:** Specific deadlines will be set for each payment, with clearly defined due dates to avoid any delays or confusion in the payment process.
 - f. **Deductions:** Deductions may be made from Don Trotti's payments to cover administrative fees, applicable taxes, or other legal withholdings in accordance with the prevailing legislation.
 - g. **Payment Calculation:** The calculation of payments will be transparent and based on objective criteria agreed upon in advance, such as the number of performances, ticket sales, revenue generated, or other relevant performance indicators.
 - h. **Payment Confirmation:** The client will provide Don Trotti with written confirmation of each payment made, indicating the amount, date, and purpose of the payment to ensure financial traceability and transparency.
 - i. **Schedule Variations:** Any changes to the payment schedule, such as modifications to the dates or amounts of payments, will be communicated to Don Trotti in advance and mutually agreed upon by both parties.
 - j. **Penalty Clause:** A penalty clause may be included for late payments, specifying the financial consequences in case of non-compliance with the agreed payment deadlines without valid reason.
 - k. **Revenue Advances:** Advances on future revenue may be offered to Don Trotti to ensure a stable cash flow and support his financial needs throughout the duration of his engagement.
 - l. **Ancillary Expenses Settlement:** Ancillary expenses, such as travel, promotion, or production costs, will be included in the payment schedule and reimbursed to Don Trotti according to the agreed terms.
 - m. **Invoicing and Documentation:** Don Trotti will provide invoices or any other necessary documentation to facilitate payments from the client, ensuring compliance with accounting and tax requirements.
 - n. **Payment Options:** Alternative payment options may be considered, such as electronic payments, international bank transfers, or other means of fund transfer to accommodate Don Trotti's preferences.
 - o. **Payment Closure:** Once all payments have been made in accordance with the agreed schedule, a final payment confirmation will be sent to Don Trotti to mark the closure of the financial transaction and ensure a proper end to the collaboration.
4. **Deposit:** If necessary, the contract may include the payment of a deposit to Don Trotti before the commencement of his services to cover initial expenses and ensure his commitment to the event.
5. **Definition:** A deposit is an initial payment made to Don Trotti by the client before the commencement of his services or performance, serving as a guarantee of his participation and commitment to the project or event.
- a. **Amount of the Deposit:** The amount of the deposit will be determined based on the nature and scope of Don Trotti's engagement, with a mutually agreed percentage of the total compensation or a fixed amount specified in the contract.

- b. **Deposit Deadline:** The deposit will be paid to Don Trotti on a specific date agreed upon in advance, typically before the commencement of the services or performances, to ensure his availability and commitment to the event or project.
 - c. **Payment Conditions:** The payment conditions for the deposit will be detailed in the booking contract, including payment methods, deadlines, and the manner in which Don Trotti will receive the funds.
 - d. **Use of the Deposit:** Don Trotti may use the deposit to cover initial expenses related to his participation in the event or project, such as travel, accommodation, equipment, or pre-performance preparation costs.
 - e. **Receipt Confirmation:** The client will provide Don Trotti with written confirmation of the receipt of the deposit, specifying the amount paid, the payment date, and the associated conditions to ensure financial traceability and transparency.
 - f. **Participation Guarantee:** The payment of the deposit guarantees Don Trotti's participation in the event or project in accordance with the terms of the booking contract, committing both parties to fulfill their contractual obligations.
 - g. **Non-Refundable:** Unless otherwise specified in the booking contract, the deposit is generally considered non-refundable and will not be returned to Don Trotti in the event of cancellation or non-fulfillment of contractual obligations.
 - h. **Impact on Total Compensation:** The deposit amount will be deducted from the total compensation due to Don Trotti for his services or performances, with the remaining balance to be paid according to the terms agreed upon in the booking contract.
 - i. **Interest Protection:** The deposit serves as a financial safeguard for Don Trotti against potential risks related to his participation in the event or project, such as last-minute cancellations or unforeseen changes in plans.
 - j. **Flexibility:** In certain cases, special arrangements for the deposit may be considered, such as partial deposits or staggered payment plans, to meet the specific needs of Don Trotti or the particular requirements of the project.
 - k. **Review Clause:** A review clause may be included to reassess the deposit amount in case of substantial changes in the conditions or requirements of the booking contract, ensuring fair remuneration for Don Trotti.
 - l. **Contractual Commitment:** The payment of the deposit constitutes a contractual commitment between Don Trotti and the client, formalizing their professional relationship and establishing the foundation for a successful collaboration.
 - m. **Open Communication:** Any disputes or disagreements regarding the deposit will be resolved through open dialogue and communication between Don Trotti and the client, seeking mutually acceptable solutions for all parties involved.
 - n. **Documentation:** All details regarding the deposit, including the amount, payment date, and associated conditions, will be recorded in the booking contract to ensure clarity and compliance with the agreed terms.
6. **Travel and Accommodation Expenses:** The contract may include provisions for the reimbursement of travel, accommodation, meals, and other related expenses incurred by Don Trotti in connection with his participation in the event.
- a. **Expense Coverage:** The client will cover the travel and accommodation expenses of Don Trotti related to his performances or professional engagements, in accordance with the terms of the booking contract.
 - b. **Transport:** Travel expenses, including plane tickets, train tickets, bus fares, or other necessary transportation to the performance venues, will be covered by the client.
 - i. **Car Travel:** For distances up to 200 km, a car with a minimum of 3 available seats must be provided. The passenger area must accommodate Don Trotti and his companions.
 - ii. **Train Travel:** For distances up to 400 km, a minimum of 2 seats in economy or business class must be booked.
 - iii. **Air Travel (Miles and More Program: 9922 2781 1693 737):** For distances starting at 300 km, Don Trotti prefers to travel with Swiss International Air Lines. If no flights or connections are available with Swiss, the following airlines are acceptable:
 - 1. Austrian Airlines, Brussels Airlines, Eurowings, Discover Airlines, Lufthansa, Air Dolomiti, Croatia Airlines, LOT Polish Airlines, Luxair
 - 2. Adria Airways, Aegean Airlines, Air Canada, Air China, Air India, Air New Zealand, All Nippon Airways (ANA), Asiana Airlines, Avianca, Copa Airlines, EgyptAir, Ethiopian Airlines, EVA Air, Scandinavian Airlines (SAS), Shenzhen

Airlines, Singapore Airlines, South African Airways, TAP Air Portugal, Thai Airways, Turkish Airlines, United Airlines.

3. **Low-Cost Airlines:** Don Trotti does not travel on low-cost airlines.

c. **Accommodation:** The client will provide appropriate accommodation for Don Trotti for the duration of his performances. This can be in the form of a hotel, apartment, or other types of lodging agreed upon in advance.

i. **Hotel Accommodation (IHG Program: 255223547):**

1. **Star Rating:** Minimum 4 or 5 stars
2. **Room Size:** Minimum 35m²
3. **Number of Rooms:** 1 or 2, depending on the number of accompanying persons
4. **Bed Type:** At least 1 king-size bed and 1 queen-size bed
5. **Private Bathroom:** Typically includes a shower or bathtub, toilet, and sink
6. **Toiletries:** Includes soap, shampoo, conditioner, and clean towels
7. **Room Amenities:** Includes a television, telephone, minibar, safe, work desk, Wi-Fi connection, tea/coffee making facilities, hairdryer, iron and ironing board
8. **Housekeeping:** Daily cleaning service, with regular changes of bed linen and towels
9. **Climate Control:** Air conditioning or heating to ensure comfort regardless of the season
10. **Soundproofing:** Rooms should be soundproofed to minimize noise from outside or adjacent rooms
11. **Room Service:** Available for meals, beverages, and other requests such as dry cleaning, wake-up service, etc.

ii. **Apartment**

1. **Number of Bedrooms:** Minimum 1 or 2
2. **Apartment Size:** Minimum 80m²
3. **Bedroom Size:** Minimum 40m²
4. **Bed Type:** At least 1 queen-size bed per bedroom
5. **Private Bathroom:** Typically includes a shower or bathtub, toilet, and sink
6. **Toiletries:** Includes soap, shampoo, conditioner, and clean towels
7. **Room Amenities:** Includes a television, telephone, minibar, safe, work desk, Wi-Fi connection, tea/coffee making facilities, hairdryer, iron and ironing board
8. **Housekeeping:** Daily cleaning service, with regular changes of bed linen and towels
9. **Climate Control:** Air conditioning or heating to ensure comfort regardless of the season
10. **Soundproofing:** Rooms should be soundproofed to minimize noise from outside or adjacent rooms
- 11.

iii. **Villa**

1. **Number of Bedrooms:** Minimum 1 or 2
2. **Villa Size:** Minimum 120m²
3. **Bedroom Size:** Minimum 55m²
4. **Bed Type:** At least 1 queen-size bed per bedroom
5. **Private Bathroom:** Typically includes a shower or bathtub, toilet, and sink
6. **Toiletries:** Includes soap, shampoo, conditioner, and clean towels
7. **Room Amenities:** Includes a television, telephone, minibar, safe, work desk, Wi-Fi connection, tea/coffee making facilities, hairdryer, iron and ironing board
8. **Housekeeping:** Daily cleaning service, with regular changes of bed linen and towels
9. **Climate Control:** Air conditioning or heating to ensure comfort regardless of the season
10. **Soundproofing:** Rooms should be soundproofed to minimize noise from outside or adjacent rooms

iv. **Others**

1. **Number of Bedrooms:** Minimum 1 or 2
2. **Accommodation Size:** Minimum 120m²
3. **Bedroom Size:** Minimum 35m²

4. **Bed Type:** At least 1 queen-size bed per bedroom
5. **Private Bathroom:** Typically includes a shower or bathtub, toilet, and sink
6. **Toiletries:** Includes soap, shampoo, conditioner, and clean towels
7. **Room Amenities:** Includes a television, telephone, minibar, safe, work desk, Wi-Fi connection, tea/coffee making facilities, hairdryer, iron and ironing board
8. **Housekeeping:** Daily cleaning service, with regular changes of bed linen and towels
9. **Climate Control:** Air conditioning or heating to ensure comfort regardless of the season
10. **Soundproofing:** Rooms should be soundproofed to minimize noise from outside or adjacent rooms
- d. **Meals:** Meal expenses incurred during travel will also be covered by the client, with allowances for daily meals or specific arrangements for on-site meals during events.
 - i. **Morning**
 1. **Beverages:** The client will cover the expenses for beverages during travel and events.
 2. **Food:** The client will also cover the expenses for food during travel and events.
 - ii. **Noon**
 1. **Beverages:** The client will cover the expenses for beverages during travel and events.
 2. **Food:** The client will also cover the expenses for food during travel and events.
 - iii. **Evening**
 1. **Beverages:** The client will cover the expenses for beverages during travel and events.
 2. **Food:** The client will also cover the expenses for food during travel and events.
- e. **Reimbursement Policy:** A clear reimbursement policy will be established to allow Don Trotti to request reimbursement for eligible expenses incurred during his travels, with simple and efficient procedures for submitting claims.
- f. **Advance on Expenses:** Advances on expenses may be provided to Don Trotti to cover anticipated travel costs, ensuring he has access to necessary funds during his tours or professional travels.
- g. **Expense Limits:** Limits may be set for certain expenses, such as meals and incidental costs, to control costs and ensure that expenditures remain reasonable and within the planned budget.
- h. **Reservation Management:** The client will handle the booking and travel arrangements for Don Trotti, ensuring that tickets, hotel reservations, and other arrangements are made in a timely manner and according to his needs.
- i. **Flexibility of Arrangements:** Travel and accommodation arrangements will be flexible to accommodate Don Trotti's personal preferences, considering his comfort, location, and logistical needs.
- j. **Travel Policy:** A detailed travel policy will be provided to Don Trotti, specifying the rules and guidelines for his travels, such as expense limits, booking procedures, and authorized reimbursements.
- k. **Travel Insurance:** The client may also provide travel insurance for Don Trotti, covering emergency medical expenses, trip cancellations, and other potential risks associated with his professional travels.
- l. **Coordination with the Team:** Travel arrangements will be coordinated with the client's team and event organizers to ensure smooth logistics and effective communication throughout Don Trotti's travels.
7. **Additional Expenses:** In addition to the base compensation, the contract may include provisions for reimbursing ancillary expenses incurred by Don Trotti in the performance of his services, such as equipment rental fees, production costs, or specific promotional expenses.
 - a. **Definition of Additional Expenses:** Additional expenses include all extra costs associated with Don Trotti's performances, such as promotional, production, logistical, and other indirect expenses necessary for fulfilling professional commitments.

- b. **Promotional Expenses:** Promotional expenses include costs related to advertising, marketing, communication, and promotion of Don Trotti and his performances, aimed at maximizing visibility and impact.
 - c. **Production Costs:** Production costs cover expenses for audiovisual production, sound, lighting, set design, and other equipment necessary to ensure the quality and success of Don Trotti's performances.
 - d. **Equipment Rental Fees:** Equipment rental fees may be required to rent musical instruments, stage equipment, vehicles, or other tools necessary for Don Trotti's performances.
 - e. **Personnel Costs:** Personnel costs include wages for technicians, sound engineers, assistants, and other technical team members needed to support Don Trotti's performances.
 - f. **Travel Expenses:** Travel expenses cover costs for transport, accommodation, meals, and other expenses associated with Don Trotti's team traveling for performances outside their usual place of residence.
 - g. **Equipment Transportation Costs:** Equipment transportation costs include expenses for transporting and handling stage equipment, musical instruments, and other materials necessary for Don Trotti's performances.
 - h. **Licensing and Rights Fees:** Licensing and rights fees cover costs associated with obtaining music licenses, copyright fees, and other permissions necessary for using protected content during Don Trotti's performances.
 - i. **Security and Insurance Fees:** Security and insurance fees include costs related to event security, liability insurance, cancellation insurance, and other insurances needed to protect Don Trotti's performances.
 - j. **Permits and Licenses Fees:** Permits and licenses fees include costs associated with obtaining legal permits, occupancy permits, alcohol sales licenses, and other licenses necessary for organizing Don Trotti's events.
 - k. **Administrative Costs:** Administrative costs cover management expenses, accounting, contract management, communication, and other indirect expenses related to coordinating and executing Don Trotti's performances.
 - l. **Venue Rental Fees:** Venue rental fees include costs for renting concert halls, rehearsal spaces, recording studios, and other locations necessary for Don Trotti's performances and rehearsals.
 - m. **Catering Expenses:** Catering expenses cover costs for providing meals and beverages for Don Trotti's team during rehearsals, tours, or on-site work periods.
 - n. **Communication Costs:** Communication costs cover expenses related to phone communications, internet access, communication tools, and other costs associated with coordinating and managing Don Trotti's performances.
 - o. **Miscellaneous Expenses:** Miscellaneous expenses include all other unforeseen or unspecified costs necessary for Don Trotti's performances, which may vary depending on the specific requirements of each event or project.
8. **Additional Compensation:** In the event of providing additional services or exceeding expectations, the contract may include provisions for additional compensation for Don Trotti, in recognition of his extra efforts and contributions.
- a. **Shared Profits:** In addition to his base salary, Don Trotti may be eligible for shared profits, where a portion of the profits generated from his performances or projects is allocated to him.
 - b. **Success Bonus:** Achievement bonuses can be awarded to Don Trotti upon reaching or exceeding predefined objectives, such as specific album sales, high attendance rates at performances, or other significant achievements.
 - c. **Tour Participation:** Don Trotti may benefit from a share in the revenues generated from his tours, where a portion of the net profits from concerts is allocated to him in addition to his fixed compensation.
 - d. **Stock Options:** The client may offer Don Trotti stock options or other forms of equity participation, allowing him to share in the company's growth benefits.
 - e. **Strategic Partnerships:** Don Trotti can be involved in strategic partnerships with brands, sponsors, or other business partners, where he receives additional compensation for his involvement in marketing or promotional campaigns.
 - f. **Composition Participation:** If Don Trotti is involved in the music composition process, he may benefit from royalties on sales and airplay of his compositions, providing an additional form of compensation.
 - g. **Licensing Fees:** Don Trotti may receive licensing fees for the use of his music in films, advertisements, video games, or other media, generating an additional revenue stream besides live performances.

- h. **Broadcast Royalties:** Don Trotti can receive broadcast royalties for the airplay of his music on streaming platforms, radio, television, and other media, ensuring ongoing compensation for his creative work.
 - i. **Merchandise:** The client may develop and sell merchandise based on Don Trotti's image or music, where a portion of the merchandise sales is allocated to him as compensation.
 - j. **Private Concerts:** Don Trotti may be requested for private concerts or corporate events, where he can earn additional fees on top of his regular public performances.
 - k. **Personal Sponsorships:** Don Trotti can enter into personal sponsorship agreements with brands or companies that wish to associate their image with his, receiving additional compensation for his support and endorsement.
 - l. **Livestreaming and Online Content:** Don Trotti can monetize his live performances on livestreaming platforms or create exclusive content for his online fans, generating additional revenue through donations, subscriptions, or advertising.
 - m. **Loyalty Programs:** The client can set up loyalty programs to reward Don Trotti's fans, where a portion of the revenue generated from product or ticket purchases is allocated to him as compensation.
 - n. **Awards and Distinctions:** Don Trotti may be eligible for awards, distinctions, or monetary prizes for his artistic achievements, which serve as recognition and compensation for his talent and hard work.
 - o. **Artistic Innovations:** If Don Trotti develops artistic innovations or unique creative concepts, he may benefit from grants, scholarships, or other forms of funding to support his artistic projects and receive additional compensation for his contributions to the music industry.
9. **Indexation Clause:** The contract may include an indexation clause allowing for adjustments to Don Trotti's compensation based on inflation or other economic factors, ensuring that his remuneration remains fair and competitive over time.
- a. **Definition of Indexation:** The indexation clause stipulates that Don Trotti's compensation will be periodically adjusted based on the evolution of certain economic indices or specific costs.
 - b. **Objective:** The primary objective of the indexation clause is to protect Don Trotti's purchasing power by ensuring that his compensation follows the changes in prices and costs in the economy.
 - c. **Reference Index:** A reference index will be determined, such as the Consumer Price Index (CPI), Producer Price Index (PPI), or other relevant economic indices.
 - d. **Adjustment Frequency:** The frequency of adjustments will be specified, whether they are annual, semi-annual, or at other agreed intervals.
 - e. **Adjustment Mechanism:** The exact adjustment mechanism will be defined, indicating how the compensation will be calculated based on fluctuations in the reference index.
 - f. **Calculation Formula:** A precise calculation formula will be established to determine the amount of the adjustment based on variations in the reference index.
 - g. **Adjustment Limits:** Limits may be set to restrict the extent of adjustments, thereby avoiding excessive fluctuations in Don Trotti's compensation.
 - h. **Notification:** The client agrees to inform Don Trotti of any planned adjustment to his compensation with reasonable notice before implementation.
 - i. **Consultation:** Both parties may agree to discuss any proposed adjustment before implementation, allowing Don Trotti to provide feedback or express any concerns.
 - j. **Transparency:** The client undertakes to provide Don Trotti with all relevant information regarding the reference indices, calculation formulas, and adjustments made, ensuring complete transparency in the indexation process.
 - k. **Retrospective Effect:** In case of delays in implementing the adjustment, it may be applied retroactively to ensure that Don Trotti is not disadvantaged by administrative delays.
 - l. **Exceptions:** Provisions may be included to exclude certain types of compensation or components thereof from indexation, if deemed appropriate by both parties.
 - m. **Periodic Reviews:** The indexation clause will undergo periodic reviews to ensure its relevance and effectiveness in the evolving economic context.
 - n. **Non-Guarantee Clause:** This clause specifies that indexation of compensation is not guaranteed and may be suspended or modified in cases of exceptional circumstances or force majeure.
 - o. **Termination Clause:** The terms of indexation will be specified in the contract termination clause, indicating how compensation will be adjusted in the event of early termination of the booking contract.

- 10. Non-Monetary Compensation:** In addition to financial compensation, the contract may include non-monetary benefits for Don Trotti, such as complimentary products, VIP access, or exclusive networking opportunities.
- a. **Definition of Non-Monetary Compensation:** Non-monetary compensation encompasses all forms of remuneration other than cash, offered to Don Trotti in exchange for his performances or artistic services.
 - b. **Access to Facilities:** The client may provide Don Trotti with free or discounted access to facilities such as recording studios, rehearsal spaces, or collaborative workspaces.
 - c. **Musical Equipment:** Don Trotti may benefit from free provision or preferential rates for the purchase or rental of musical equipment such as instruments, amplifiers, or studio gear.
 - d. **Courses and Training:** The client can arrange classes, workshops, or training sessions for Don Trotti, enabling him to develop his musical, artistic, or professional skills.
 - e. **Promotional Support:** Don Trotti can receive free promotional support, such as marketing campaigns, advertisements, or press coverage, aimed at increasing his visibility and reputation in the market.
 - f. **Networking Opportunities:** The client can facilitate networking opportunities with other artists, producers, promoters, and industry professionals, allowing Don Trotti to expand his professional circle and collaboration opportunities.
 - g. **Access to Events:** Don Trotti may receive free or discounted tickets to attend musical events, festivals, conferences, or trade shows, keeping him informed about industry trends.
 - h. **Career Management Services:** The client can offer Don Trotti career management services such as strategic planning, tour management, contract negotiation, and other professional services.
 - i. **Personal Concierge:** Don Trotti can benefit from personalized concierge services to manage his logistical, travel, and booking needs, facilitating his professional engagements and travels.
 - j. **Access to Distribution Platforms:** The client can ensure Don Trotti priority or exclusive access to digital distribution platforms, allowing him to reach a wider audience with his music.
 - k. **Artistic Collaboration Opportunities:** Don Trotti can be connected with other artists, songwriters, or producers to explore artistic, creative, or commercial collaboration opportunities.
 - l. **Brand Use Rights:** Don Trotti may obtain the right to use the client's brand in his own promotional activities, strengthening his affiliation with a recognized brand in the industry.
 - m. **Access to Private Events:** Don Trotti may be invited to private events, launch parties, or special events organized by the client, enabling him to network with key contacts and industry influencers.
 - n. **Visibility Opportunities:** The client can provide Don Trotti with visibility opportunities on their own social media platforms, website, or other communication channels, thereby increasing his online exposure.
 - o. **Artistic Support Services:** Don Trotti can receive artistic support services such as visual content creation, social media management, graphic design, or other creative services to enhance his online and offline presence.
- 11. Revenue Sharing:** If the event generates additional income from Don Trotti's participation, the contract can specify how the revenue will be distributed between the parties, based on previously agreed upon terms.
- a. **Definition:** Revenue sharing determines how income generated from Don Trotti's performances will be distributed between him, the client, and any other stakeholders involved.
 - b. **Base Compensation:** A portion of the generated revenue will cover Don Trotti's base compensation, defined in the booking contract and could be in the form of a fixed fee per performance or other agreed arrangements.
 - c. **Revenue Split:** Net revenues generated from Don Trotti's performances will be shared between him and the client based on an agreed percentage, after deducting event-related costs and expenses.
 - d. **Percentage Allocation:** The revenue sharing percentage will be specified in the booking contract, considering the respective contributions of Don Trotti and the client to the event's success.
 - e. **Expense Deductions:** Costs directly related to event production, such as venue rental, promotion, staffing, and other related expenses, will be deducted from gross revenues before revenue distribution.
 - f. **Definition of Net Revenue:** Net revenue is defined as gross revenue minus production costs and other direct expenses, representing the actual amount available for distribution between Don Trotti and the client.

- g. **Financial Transparency:** The client commits to providing detailed and transparent financial reports to Don Trotti, indicating gross revenues, deducted expenses, and net revenues generated from each performance.
- h. **Payment Terms:** Payments for generated revenues will be made according to a specified schedule in the booking contract, with clearly defined payment dates to ensure regular and timely compensation for Don Trotti.
- i. **Revenue Calculation:** A precise calculation mechanism will be established to determine the gross and net revenues of each performance, considering all revenue sources and associated expenses.
- j. **Shared Expense Allocation:** Certain shared expenses, such as joint promotion or production costs, may be divided between Don Trotti and the client according to pre-agreed terms.
- k. **Adjustment Clause:** An adjustment clause may be included to allow periodic review of the revenue sharing percentage based on economic circumstances or Don Trotti's performance.
- l. **Ancillary Revenue Sharing:** Ancillary revenues, such as merchandise sales, broadcasting rights, and other indirect income sources, will also be included in the revenue sharing process as per agreed terms.
- m. **Financial Audit:** Don Trotti may have the right to conduct periodic financial audits to verify the accuracy of financial reports provided by the client, ensuring complete transparency in revenue distribution.
- n. **Fair Distribution Clause:** A clause may be included to ensure fair distribution of revenues between Don Trotti and the client, taking into account their respective contributions to the event's success.
- o. **Non-Exclusivity Clause:** In case of collaborations with other labels, promoters, or partners, revenue sharing terms will be adjusted accordingly to reflect specific agreements with each stakeholder.

12. Performance Bonus: The contract may include performance bonus clauses, offering Don Trotti bonuses or financial incentives based on the success of the event or the achievement of specific goals.

- a. **Definition of Performance Bonus:** A performance bonus is additional compensation offered to Don Trotti based on his results, achievements, or exceptional contributions during his performances or professional engagements.
- b. **Objective:** The primary goal of the performance bonus is to motivate Don Trotti to achieve specific objectives and excel in his performances, rewarding his efforts and artistic excellence.
- c. **Evaluation Criteria:** Evaluation criteria will be clearly and transparently defined, potentially including measures such as artistic quality, creativity, audience satisfaction, ticket sales, album sales, or other success indicators.
- d. **Goal Setting:** Specific goals will be established in consultation with Don Trotti, taking into account his artistic priorities, professional ambitions, and client expectations.
- e. **Bonus Amount:** The bonus amount will be determined based on Don Trotti's performance results compared to the set objectives, with predefined thresholds for each performance level.
- f. **Fairness and Transparency:** The process of awarding bonuses will be fair and transparent, ensuring that evaluation criteria are objective and results are communicated clearly to Don Trotti.
- g. **Evaluation Frequency:** Performance evaluations and bonus allocations may occur at regular intervals, such as monthly, quarterly, or annually, depending on industry needs and practices.
- h. **Notification:** Don Trotti will be proactively informed of his performance evaluation results and the corresponding bonus amounts he is entitled to, with detailed explanations of the criteria and processes used.
- i. **Consultation:** Performance evaluation results will be discussed with Don Trotti, allowing him to provide feedback, share impressions, and discuss professional development needs.
- j. **Encouragement of Excellence:** The performance bonus aims to encourage excellence and continuous improvement, recognizing and rewarding Don Trotti's sustained efforts and exceptional results.
- k. **Flexibility:** The bonus system can be flexible to adapt to changing needs in the music industry, considering seasonal variations, market trends, and unique opportunities for Don Trotti.
- l. **Integration with Other Forms of Compensation:** The performance bonus may be integrated with other forms of compensation, such as commissions, royalty advances, or profit-sharing fees, to provide a comprehensive and balanced compensation structure.
- m. **Periodic Review:** The bonus system will be periodically reviewed to ensure it remains aligned with the client's strategic goals and Don Trotti's long-term interests.

- n. **Motivation and Commitment:** The performance bonus is designed to motivate and engage Don Trotti in achieving the client's goals and initiatives, thereby enhancing his loyalty and dedication to the organization.
 - o. **Non-Guarantee Clause:** This clause specifies that the performance bonus is not guaranteed and may be suspended or modified in exceptional circumstances or force majeure, while ensuring some flexibility for the client.
13. **Royalty Payment:** If copyrights, broadcasting rights, or other royalties are applicable to Don Trotti's service provision, the contract specifies the terms of these payments and associated reporting obligations.
- a. **Definition of Royalties:** Royalties are payments made to Don Trotti in exchange for the use of his music or copyrighted works, whether for album sales, streaming, radio broadcasts, use in films, advertisements, video games, or other media.
 - b. **Types of Royalties:** Royalties may include mechanical royalties for physical or digital album sales, synchronization royalties for use in films or advertisements, performance royalties for public broadcasts, streaming royalties for online broadcasts, and other forms of compensation based on copyright.
 - c. **Payment Terms:** The terms of royalty payments will be agreed upon between Don Trotti and the client, determining the frequency, payment methods, and payment deadlines for each type of royalty.
 - d. **Payment Frequency:** Royalty payments may be made at regular intervals, such as monthly, quarterly, or annually, depending on the agreements between the parties and industry practices.
 - e. **Royalty Calculation:** Royalties will be calculated based on actual sales, broadcasts, or uses of Don Trotti's music, applying agreed-upon royalty rates for each type of use.
 - f. **Royalty Reports:** The client commits to providing Don Trotti with detailed reports on sales, broadcasts, and uses of his music, accompanied by corresponding royalty calculations, to ensure complete transparency in the payment process.
 - g. **Verification of Reports:** Don Trotti has the right to verify royalty reports provided by the client, requesting independent audits if necessary, to ensure the accuracy and integrity of the data provided.
 - h. **Withholdings and Deductions:** The client may withhold or deduct from royalty payments to cover distribution costs, promotion expenses, applicable taxes, or other agreed-upon authorized expenses between the parties.
 - i. **International Royalties:** In case of international use of Don Trotti's music, the client agrees to collect and distribute royalties from different jurisdictions in accordance with international copyright laws and practices.
 - j. **Collective Representation:** The client may act as an agent or representative for Don Trotti with copyright collecting societies and collective management organizations, facilitating the collection and distribution of royalties due to Don Trotti.
 - k. **Payment Notifications:** Don Trotti will receive notification whenever a royalty payment is made, indicating the amount, covered period, and details of the uses that generated the royalties.
 - l. **Adjustments and Corrections:** In case of errors or omissions in royalty payments, the client commits to making adjustments or corrections promptly to ensure that Don Trotti receives the compensation he is entitled to.
 - m. **Terms Evolution:** Royalty payment terms may be periodically revised to reflect changes in the music industry, distribution practices, and specific needs of Don Trotti.
 - n. **Confidentiality:** All financial and business information related to royalty payments will be treated confidentially and disclosed only to authorized parties in accordance with the confidentiality provisions of the contract.
 - o. **Non-Guarantee Clause:** This clause specifies that royalty payments are subject to terms of use and revenues generated by Don Trotti's music, and are not guaranteed in case of insufficient commercial performance or other circumstances beyond the client's control.
14. **Payment Auditing:** Don Trotti has the right to request regular audits to verify the accuracy of payments received from the client, ensuring that all compensation obligations are fulfilled according to the terms of the contract.
- a. **Definition of Audit:** Payment auditing is a process that allows Don Trotti to verify the accuracy and integrity of royalty payments made by the client for the use of his music.
 - b. **Audit Right:** Don Trotti has the right to conduct regular audits of royalty payments made by the client to ensure that all amounts due to him have been correctly paid.

- c. **Audit Frequency:** Audits may be conducted at regular intervals, such as semi-annually or annually, or as needed based on specific requirements identified by Don Trotti.
 - d. **Audit Notification:** The client will be informed of Don Trotti's intention to conduct an audit, and both parties will agree on the logistical details and audit terms.
 - e. **Access to Documents:** Don Trotti will have full and unrestricted access to all relevant documents and records necessary for auditing royalty payments, including financial reports, sales statements, contracts, and distribution agreements.
 - f. **Independent Auditor:** Don Trotti may choose to appoint an independent auditor to conduct the audit, ensuring objectivity and impartiality in the process.
 - g. **Audit Costs:** The costs associated with conducting the audit will be borne by Don Trotti, unless significant errors or non-compliance issues are identified, in which case the client will bear the costs.
 - h. **Audit Objectives:** The audit aims to verify the accuracy of payments made, detect any errors or omissions in payments, and ensure compliance with the terms of the booking contract.
 - i. **Audit Scope:** The audit will cover all aspects of royalty payments, including calculations, deductions, payment delays, and any other relevant issues related to Don Trotti's compensation.
 - j. **Confidentiality of Information:** All financial and business information disclosed during the audit will be treated strictly confidential and used solely for the purpose of the audit.
 - k. **Audit Report:** At the conclusion of the audit, a detailed report will be prepared, summarizing the findings, conclusions, and recommendations of the auditor, if any.
 - l. **Label Response:** The client will provide an appropriate response to the audit findings, taking corrective actions if necessary to rectify identified errors or non-compliances.
 - m. **Follow-up on Recommendations:** The client commits to implementing audit recommendations promptly in consultation with Don Trotti to ensure continuous improvement in royalty payment processes.
 - n. **Non-Retaliation:** The client undertakes not to take retaliatory measures against Don Trotti for his decision to conduct an audit of royalty payments, ensuring the independence and integrity of the audit process.
 - o. **Non-Guarantee Clause:** This clause specifies that the audit of royalty payments does not constitute an absolute guarantee of payment accuracy but rather aims to identify and correct any identified errors or discrepancies in the payment process.
15. **Conditions for Revision:** The contract may include provisions for revising compensation in case of changed circumstances, exceptional performances, or other relevant events, thereby allowing for equitable adjustment of Don Trotti's remuneration as needed.
- a. **Definition of Revision:** The revision conditions establish the terms under which the booking contract between Don Trotti and the client can be reviewed or modified.
 - b. **Objective:** The main purpose of revision conditions is to allow both parties to readjust the contract terms based on changes in circumstances, needs, or mutual objectives.
 - c. **Frequency of Revisions:** Revision conditions may specify specific periods for contract review, such as annually, biannually, or in special circumstances.
 - d. **Notification:** The party wishing to initiate a contract revision must notify the other party within a reasonable timeframe before the scheduled revision date, specifying the reasons and proposed modifications.
 - e. **Consultation:** Both parties commit to engaging in good-faith discussions and negotiations during contract revision, aiming to reach a mutually acceptable agreement.
 - f. **Revision Elements:** Elements subject to revision may include contract duration, party obligations, payment terms, rights and licenses, or other relevant aspects of the contract.
 - g. **Reasons for Revision:** Common reasons for revision may include changes in Don Trotti's artistic career, developments in the music industry, economic variations, or other circumstances warranting a contract review.
 - h. **Transparency:** Revision discussions will be conducted transparently, with open exchange of information and clear communication on concerns, interests, and objectives of both parties.
 - i. **Conflict Resolution Mechanisms:** In case of disagreement over proposed modifications, parties may resort to agreed-upon conflict resolution mechanisms such as mediation or arbitration to find a resolution.
 - j. **Performance Evaluation:** Revisions may be based on an evaluation of Don Trotti's and the client's performance, considering achievements, contributions, and outcomes during the elapsed period.

- k. **Review of Objectives:** The original contract objectives will be reassessed during revision, allowing parties to evaluate their relevance in light of recent developments and changes in circumstances.
 - l. **Adaptability:** Revision conditions must be sufficiently flexible to accommodate changing needs of the parties and developments in the music industry, while ensuring some stability and predictability in the contractual relationship.
 - m. **Documentation:** All modifications made to the contract during revision will be documented in writing through an amendment or addendum to the original contract, ensuring clarity and enforceability of the modified terms.
 - n. **Ratification:** Parties must formally ratify the modifications to the revised contract by signing the amendment or addendum for the new terms to take effect and become legally binding.
 - o. **Non-Guarantee Clause:** This clause specifies that revision conditions do not automatically guarantee contract changes, but rather provide a framework to discuss and negotiate adjustments as needed, while preserving the rights and obligations of both parties.
16. **Force Majeure Clause:** In case of unforeseen events or circumstances beyond the parties' control, the contract may include a force majeure clause allowing for temporary suspension or modification of compensation terms to protect the interests of both parties in such exceptional situations.
- a. **Definition of Force Majeure:** Force majeure refers to unforeseen events independent of the parties' will, which make it impossible to perform the booking contract under the initially agreed conditions.
 - b. **Examples of Events:** Force majeure events may include, without limitation, natural disasters, pandemics, wars, general strikes, acts of terrorism, transportation interruptions, government decisions, or other extraordinary circumstances.
 - c. **Effects of Force Majeure:** Upon the occurrence of a force majeure event, the parties' obligations shall be temporarily suspended, and neither party shall be considered in default or responsible for the consequences of this event.
 - d. **Notification:** The party affected by a force majeure event must immediately notify the other party of the occurrence of this event, providing all relevant details regarding its expected impact on the execution of the contract.
 - e. **Proof:** The affected party must provide reasonably satisfactory evidence of the occurrence and impact of the force majeure event, such as official reports, certificates, or testimony from competent third parties.
 - f. **Reasonable Efforts:** The parties commit to making reasonable efforts to mitigate the effects of force majeure and to resume contract execution as soon as circumstances permit.
 - g. **Adjustment of Obligations:** In case of a significant extension of the force majeure event, the parties may agree to adjust the obligations and deadlines of the contract accordingly, in a fair and reasonable manner.
 - h. **Damage Reduction:** The parties undertake to minimize damages and losses resulting from the force majeure event, taking appropriate measures to protect their respective interests as much as possible.
 - i. **Temporary Suspension:** The force majeure event will lead to the temporary suspension of contract execution, without automatic termination, unless otherwise agreed by the parties or if the extension of the force majeure event justifies it.
 - j. **Resumption of Execution:** As soon as the force majeure event ends, the parties will endeavor to promptly resume contract execution and compensate for any delay or inconvenience resulting from the suspension.
 - k. **Term Adjustment:** If necessary, the parties may adjust the contract terms to reflect the consequences of the force majeure event, revising deadlines, payment terms, or other conditions as appropriate.
 - l. **Continuous Communication:** The parties agree to maintain continuous and open communication throughout the force majeure event, exchanging information and coordinating necessary actions to mitigate its effects.
 - m. **Financial Consequences:** The parties agree that neither party may claim damages or penalties for any delay or non-performance resulting from the force majeure event, subject to applicable legal provisions.
 - n. **Disclaimer Clause:** This clause specifies that the parties cannot be held responsible for force majeure events beyond their reasonable control and which could not have been reasonably foreseen at the time of contract conclusion.

- o. **Termination:** If the force majeure event persists for an extended period and results in a permanent impossibility to perform the contract, the parties may agree to terminate it, without prejudice to their prior rights and obligations.

Ancillary Fees ————— 4

1. **Travel Expenses:** The client will cover Don Trotti's travel expenses from his residence to the event location, including airfare, train or bus tickets, as well as taxi or car rental fees if necessary.
2. **Accommodation Expenses:** If the event requires an overnight stay or longer, the client will cover Don Trotti's accommodation expenses in a suitable quality hotel, including at least a single room with meals included.
3. **Per Diem:** Don Trotti will receive a per diem to cover personal expenses such as meals, beverages, and small purchases during his stay for the event.
4. **Technical Expenses:** The client will cover technical expenses related to Don Trotti's performance, such as additional audiovisual equipment rental costs, technician fees, or any other specific equipment required for the performance.
5. **Insurance:** The client agrees to provide insurance covering Don Trotti for the entire duration of his stay and participation in the event, including liability insurance and medical insurance.
6. **Visa Fees and Travel Documents:** If necessary, the client will cover visa fees and any other travel documents required for Don Trotti to participate in the event.
7. **Promotion Expenses:** The client will cover additional promotion expenses associated with Don Trotti's participation in the event, such as advertisements, social media marketing campaigns, and public relations fees.
8. **Translation Fees:** If the event requires translation or interpretation for Don Trotti, the client will cover the costs associated with these services.
9. **Guarantee Fees:** If the event requires a deposit or guarantee for Don Trotti's participation, the client will provide the necessary funds and ensure that any amount is recovered after the successful conclusion of the event.
10. **License Fees:** If special licenses or permits are required for Don Trotti's participation in the event, the client will cover the fees associated with obtaining these documents.
11. **Rehearsal Expenses:** If additional rehearsals are necessary for Don Trotti's preparation for the event, the client will cover the expenses associated with these sessions, including fees for additional musicians or choristers if necessary.
12. **Copyright Fees:** The client will cover copyright fees or licenses for the use of any music, composition, or copyrighted material in Don Trotti's performance.
13. **Security Expenses:** If the event requires special security measures for the protection of Don Trotti and his entourage, the client will cover the expenses associated with these services, including additional bodyguards or security agents if necessary.
14. **Local Transport Expenses:** The client will cover Don Trotti's local transport expenses during his stay for the event, including taxi fares, shuttle services, or public transportation costs.
15. **Management Fees:** The client will cover management fees associated with coordinating and planning Don Trotti's participation in the event, including administrative fees, coordination fees, and fees for agents or managers involved in event management.

Payment ————— 5

Payment Terms: The parties agree on the payment terms, including the frequency (e.g., one-time, monthly, quarterly), payment method (bank transfer, electronic payment, online payment, QR code), and due date for each payment.

1. **Definition of Payment Terms:** Payment terms specify the conditions and deadlines under which the agreed amount will be paid to Don Trotti by the client.
 - a. **Clarity and Transparency:** Payment terms will be clearly specified in the booking contract, thereby avoiding any confusion or misunderstanding between the parties.
 - b. **Payment Deadlines:** The dates on which payments must be made will be specified in the contract, ensuring predictability and effective cash flow management for Don Trotti.
 - c. **Payment Frequency:** The frequency of payments, whether one-time, staggered, or periodic, will be determined based on agreed preferences between the parties.
 - d. **Conditions for Early Payment:** If early payments are agreed upon, specific conditions for these payments will be detailed in the contract, including amounts, dates, and corresponding benefits for Don Trotti.
 - e. **Payment Methods:** Accepted payment methods, such as bank transfers, checks, electronic payments, will be specified in the contract, offering flexibility to both parties.
 - f. **Payment Confirmation:** The client will confirm receipt of each payment to Don Trotti within agreed-upon timelines, ensuring transparent communication and traceability of financial transactions.
 - g. **Withholdings and Deductions:** Any withholdings or deductions from payments will be justified and compliant with the terms of the booking contract, with prior notification to Don Trotti and a clear explanation of reasons.
 - h. **Invoicing Conditions:** Payments will be based on invoices issued by Don Trotti in accordance with the terms of the contract, with appropriate documentation justifying the amounts claimed.
 - i. **Variations in Terms:** Any changes to the initially agreed payment terms must be communicated and approved by both parties before being incorporated into the booking contract.
 - j. **Indexation:** If specified, payment terms may be indexed to account for inflation or other economic variations, ensuring the relevance of payments over time.
 - k. **Late Payment:** Consequences for late payment, such as late interest or penalties, will be specified in the contract, encouraging the client to adhere to agreed-upon deadlines.
 - l. **Non-payment Consequences:** In case of non-payment according to agreed terms, Don Trotti reserves the right to take appropriate measures to enforce its contractual rights, including contract termination.
 - m. **Payment Communication:** Any questions or concerns regarding payments will be addressed promptly and professionally by both parties, ensuring a harmonious professional relationship.
 - n. **Written Confirmation:** Payment terms will be confirmed in writing in the booking contract, ensuring clarity and traceability of financial commitments between Don Trotti and the client.
2. **Montant:** The contract specifies the total amount due to Don Trotti for his services, as well as the amount of each periodic payment, if applicable.
 - a. **Montant Determination:** The amount payable to Don Trotti will be agreed upon between the parties during the negotiation of the booking contract, considering various factors such as the artist's renown, the nature of the event, the duration of the performance, etc.
 - b. **Transparency:** The agreed-upon amount will be transparent and clearly specified in the booking contract, avoiding any ambiguity or misunderstanding between Don Trotti and the client.
 - c. **Artist Fees:** A portion of the total amount will be allocated to Don Trotti's artist fees, reflecting his professional value and artistic skills.
 - d. **Ancillary Costs:** The amount may include ancillary costs such as travel expenses, accommodation fees, production costs, etc., which will be detailed in the booking contract.
 - e. **Taxes and Duties:** Applicable taxes and duties will be taken into account in calculating the total amount, in accordance with prevailing tax laws.
 - f. **Negotiation:** The amount may result from negotiation between the parties, aiming to strike a balance between Don Trotti's needs and expectations and the client's available resources.
 - g. **Fairness and Justification:** The amount will be fairly determined and justified, considering the value of Don Trotti's work and the costs associated with his participation in the event.
 - h. **Budget Compliance:** The amount will align with the client's available budget, ensuring their ability to fulfill financial commitments to Don Trotti.
 - i. **Amount Variations:** Any changes in the agreed-upon amount will be communicated and approved by both parties before being integrated into the booking contract, thus avoiding future surprises or disagreements.

- j. **Cost Justification:** The components of the total amount will be justified and explained in the booking contract, providing full transparency on how funds allocated to Don Trotti are distributed.
 - k. **Payment Terms:** The payment terms for the agreed-upon amount will be specified in the booking contract, determining deadlines, accepted payment methods, and other relevant details.
 - l. **Adjustment for Services:** The amount may be adjusted based on specific services required from Don Trotti, such as additional performances, additional services, or specific requests made by the client.
 - m. **Indexation:** If applicable, the amount may be indexed to account for inflation or other economic variations, ensuring its relevance over time.
 - n. **Contractual Flexibility:** The parties may agree on specific provisions regarding the amount, allowing for some flexibility in case of particular circumstances or unforeseen changes in event conditions.
 - o. **Written Confirmation:** The agreed-upon amount will be confirmed in writing in the booking contract, ensuring clarity and traceability of financial commitments between Don Trotti and the client.
3. **Acompte:** An advance payment may be required before Don Trotti's services commence, and the amount of this advance is specified in the contract.
- a. **Definition of Deposit:** A deposit is an initial payment made by the client to Don Trotti prior to the artistic performance, aiming to secure the artist's reservation and contractual commitments.
 - b. **Purpose of the Deposit:** The deposit aims to provide financial assurance to Don Trotti to secure participation in the event and cover initial expenses related to the performance, such as travel and production costs.
 - c. **Deposit Amount:** The deposit amount will be mutually agreed upon between Don Trotti and the client, based on the booking contract terms and industry standards, typically representing a portion of the artist's fees.
 - d. **Payment Conditions:** Specific payment conditions for the deposit will be outlined in the booking contract, specifying the payment date, exact amount, and fund transfer details.
 - e. **Booking Confirmation:** Payment of the deposit confirms Don Trotti's reservation for the specified event in the booking contract, marking the commencement of contractual obligations between the parties.
 - f. **Risk Distribution:** The deposit distributes risks between the parties by financially committing the client to fulfill contractual obligations and providing Don Trotti with financial security in case of cancellation or breach of contract terms.
 - g. **Deductions from the Deposit:** The deposit amount will be deducted from the final payment due to Don Trotti upon completion of the performance, thereby reducing the remaining balance as per agreed terms in the booking contract.
 - h. **Non-Refundable Deposit:** Generally, the deposit is non-refundable except in cases where the client fails to meet contractual obligations, such as event cancellation or other substantial breaches of contract.
 - i. **Refund Conditions:** If the contract is terminated due to reasons beyond Don Trotti's control, the deposit amount may be refunded according to specific conditions agreed upon in a dedicated clause of the booking contract.
 - j. **Use of the Deposit:** Don Trotti may utilize the deposit to cover initial expenses related to participation in the event, including travel, accommodation, production costs, and other justified expenses.
 - k. **Accounting for the Deposit:** The deposit amount will be recorded in Don Trotti's accounts as received payment, ensuring full traceability and transparency regarding its use and management.
 - l. **Withholding Clause:** In case of Don Trotti's failure to meet contractual obligations, the client may withhold all or part of the deposit as compensation for damages suffered, in accordance with provisions agreed upon in the booking contract.
 - m. **Communication about the Deposit:** Any questions or concerns regarding the deposit will be promptly and professionally addressed by Don Trotti, ensuring smooth communication with the client.
 - n. **Written Confirmation:** Payment of the deposit and its associated conditions will be confirmed in writing in the booking contract, ensuring clarity and traceability of financial commitments between the parties.

- o. **Consequences of Non-Payment:** In case of non-payment of the deposit as per agreed conditions, Don Trotti reserves the right to terminate the booking contract or take other appropriate measures to enforce its contractual rights.
4. **Invoicing:** The client commits to providing detailed invoices to Don Trotti for each due payment, clearly stating the amount, due date, and services rendered.

 - a. **Billing Process:** Invoicing will be carried out by Don Trotti in accordance with the terms agreed upon in the booking contract and applicable legal and tax requirements.
 - b. **Invoice Details:** Each invoice issued by Don Trotti will include comprehensive details of services rendered, including artist fees, additional charges, applicable taxes, and any other relevant information.
 - c. **Invoice Number:** Each invoice will be identified by a unique invoice number to facilitate tracking and management of payments and transactions.
 - d. **Billing Dates:** The dates on which invoices will be issued will be specified in the booking contract, ensuring regularity and consistency in the billing process.
 - e. **Payment Terms:** Payment terms will be clearly stated on each invoice, including payment deadlines, accepted payment methods, and contact information for billing inquiries.
 - f. **Payment Deadlines:** Payment deadlines will align with the terms agreed upon in the booking contract, allowing the client to plan and execute payments in a timely manner.
 - g. **Legal Notices:** Each invoice will include required legal notices, such as tax information, VAT numbers, and any other information necessary to comply with local regulations.
 - h. **Billing Format:** Invoices may be issued in electronic or paper format, based on agreed preferences between the parties, ensuring efficient distribution and proper record keeping of documents.
 - i. **Service Summary:** To facilitate understanding and verification of services rendered, each invoice will include a detailed summary of services provided by Don Trotti.
 - j. **Details on Additional Charges:** Additional charges, such as travel expenses, accommodation costs, production expenses, will be clearly specified on the invoice, along with corresponding justifications for each expense.
 - k. **Taxes and Duties:** Applicable taxes and duties will be included in the total invoice amount, in accordance with current tax regulations, and detailed for complete transparency.
 - l. **Revision Provisions:** In case of revisions to the terms of the booking contract, invoices will be adjusted accordingly to reflect the newly agreed amounts, with necessary explanations for each modification.
 - m. **Payment Tracking:** Don Trotti will maintain accurate records of payments received, thereby facilitating tracking and management of financial transactions with the client.
 - n. **Billing Communication:** Any questions or concerns regarding billing will be promptly and professionally addressed by Don Trotti, ensuring smooth communication with the client.
 - o. **Receipt Confirmation:** The client will confirm receipt of each invoice within agreed timelines, ensuring proper flow of information and effective management of financial obligations.
5. **Retentions:** The contract specifies if there are applicable withholdings on payments, such as taxes, processing fees, or any other deductions authorized by law.

 - a. **Definition of Withholdings:** Withholdings refer to amounts retained by the client from payments due to Don Trotti to cover specific contractual obligations or to ensure the execution of terms in the booking contract.
 - b. **Objectives of Withholdings:** Withholdings can serve to ensure compliance with contractual commitments, cover potential costs or expenses, or provide financial security in case of non-compliance with contract terms.
 - c. **Terms of Withholding:** The terms of withholding will be specified in the booking contract, detailing the conditions under which withholdings can be made, the amounts that can be withheld, and the reasons justifying these withholdings.
 - d. **Legitimate Reasons:** Withholdings may only be made for legitimate reasons as per the terms of the contract, such as production costs, material damages, performance delays, or other contractual violations.
 - e. **Prior Notification:** Before any withholding, the client will notify Don Trotti of the reasons for the proposed withholding, thereby providing an opportunity to respond or resolve any issues before the withholding is enacted.
 - f. **Transparency of Costs:** Details of costs or expenses covered by withholdings will be communicated to Don Trotti transparently and comprehensively, enabling understanding of the justifications behind each proposed withholding.

- g. **Limit of Withholdings:** Withholdings will be limited to amounts necessary to cover specified costs or expenses in the contract and will not exceed agreed-upon financial obligations between the parties.
 - h. **Use of Withholdings:** Withheld amounts will be used to cover agreed-upon costs or expenses as per the terms of the booking contract and will not be used for other purposes without prior consent from Don Trotti.
 - i. **Prudent Management:** The client is responsible for prudently and diligently managing withheld amounts, ensuring they are used appropriately and in accordance with contractual provisions.
 - j. **Retention Period:** Withholdings will be retained for a specified period as outlined in the contract, after which they will be released or used in accordance with agreed terms, unless specific circumstances justify their extension.
 - k. **Accounting and Reporting:** The client will maintain accurate records of withholdings made, providing Don Trotti with regular reports on the use of withheld amounts and any remaining balance available.
 - l. **Release Clause:** Once conditions warranting withholdings have been satisfied, the client will promptly release withheld amounts to Don Trotti in accordance with contractual provisions.
 - m. **Legal Provisions:** Withholding terms will comply with applicable laws and regulations in the relevant jurisdiction, ensuring their validity and applicability in case of dispute or challenge.
 - n. **Open Communication:** Any dispute or disagreement regarding withholdings will be resolved through open dialogue and communication between Don Trotti and the client, aiming to find a mutually acceptable solution.
 - o. **Written Confirmation:** All withholdings made will be confirmed in writing in the booking contract, ensuring clarity and traceability of financial transactions between the parties and establishing a solid foundation for successful collaboration.
6. **Conditions for Early Payment:** If early payments are agreed upon, the conditions to qualify for these early payments, as well as the associated benefits or penalties, are specified in the contract.
- a. **Definition of Early Payments:** Early payments refer to payments made by the client to Don Trotti before the specified due date outlined in the booking contract.
 - b. **Offered Benefits:** The client may offer incentives for early payments, such as rate discounts, financial bonuses, promotional benefits, or other agreed-upon incentives between the parties.
 - c. **Financial Savings:** Early payments can provide financial advantages for the client, such as savings on service fees, discounts on standard rates, or preferential business terms.
 - d. **Cash Flow Stimulus:** Early payments can help stimulate Don Trotti's cash flow by providing liquidity earlier than expected, which can be particularly beneficial for the artist's financial management.
 - e. **Risk Reduction:** For the client, early payments can help mitigate risks associated with payment delays, economic fluctuations, or other financial uncertainties, ensuring a swift and secure transaction.
 - f. **Budgetary Flexibility:** Early payments offer Don Trotti greater budgetary flexibility by allowing for better planning of future expenditures and investments based on available funds.
 - g. **Financial Planning:** Early payments enable Don Trotti to have better visibility into upcoming revenues, facilitating long-term financial management and career planning.
 - h. **Reduced Management Costs:** For Don Trotti, early payments can also lead to savings on management and processing fees associated with recurring payments, reducing administrative burden and transaction costs.
 - i. **Relationship Promotion:** Early payments can strengthen the relationship between Don Trotti and the client by demonstrating mutual trust and long-term commitment, fostering a harmonious and fruitful collaboration.
 - j. **Specific Conditions:** Specific terms for early payments will be detailed in the booking contract, including amounts, dates, payment terms, and corresponding benefits for Don Trotti and the client.
 - k. **Contractual Flexibility:** Parties may agree on specific conditions for early payments, such as flexible deadlines, installment payment arrangements, or other terms tailored to the needs and preferences of each party.
 - l. **Written Confirmation:** All conditions related to early payments will be confirmed in writing in the booking contract, ensuring clarity and traceability of contractual commitments between Don Trotti and the client.

- m. **Consequences of Non-Compliance:** In case of non-compliance with early payment conditions, consequences and available remedies will be specified in the contract, including applicable penalties or recovery measures for contractual breaches.
 - n. **Communication and Transparency:** Terms of early payments will be transparently communicated between the parties, with open discussion on benefits, obligations, and expectations associated with these financial arrangements.
 - o. **Value of Commitment:** Early payments can be perceived as a sign of commitment and mutual recognition between Don Trotti and the client, enhancing trust and harmony in their professional collaboration.
7. **Late Payment Interest:** The contract may specify applicable late payment interest in case of non-payment or late payment by the client, as well as the conditions for their calculation and imposition.
- a. **Definition of Late Payment Interest:** Late payment interest refers to additional charges imposed on the client in case of non-payment or delayed payment of amounts owed to Don Trotti as per the agreed terms in the booking contract.
 - b. **Applicable Interest Rate:** The interest rate applicable to late payments will be specified in the booking contract, in accordance with laws and regulations in force in the relevant jurisdiction, ensuring legality and applicability of late payment interest.
 - c. **Calculation of Interest:** Late payment interest will be calculated based on the unpaid amount and the agreed interest rate, for the period of delay from the due date until the actual payment date.
 - d. **Notification of Delay:** In case of delayed payment, Don Trotti will promptly notify the client of the amount due, applicable late payment interest, and any other relevant information regarding the payment status.
 - e. **Prior Communication:** Before imposing late payment interest, Don Trotti may grant the client a reasonable period to settle the overdue payment, providing written notification and setting a new deadline for payment.
 - f. **Waiver of Interest:** In exceptional cases, Don Trotti may decide to waive late payment interest for the client, particularly in unforeseen circumstances or temporary financial difficulties, subject to valid justification.
 - g. **Consequences of Delay:** Non-payment or delayed payment of amounts owed to Don Trotti will automatically trigger the application of late payment interest as per the terms of the booking contract, without prejudice to other available remedies.
 - h. **Additional Penalties:** In addition to late payment interest, Don Trotti may impose additional penalties on the client for non-compliance with payment conditions, such as administrative fees or collection costs.
8. **Payment Schedule:** A detailed payment schedule is included in the contract, specifying the amounts due on each payment date and the consequences of non-payment.
- a. **Definition of Payment Schedule:** The payment schedule will detail specific dates by which payments must be made by the client to Don Trotti, based on the agreed terms in the booking contract.
 - b. **Payment Frequency:** The schedule will specify the payment frequency, whether monthly, quarterly, semi-annually, annually, or according to another agreed-upon schedule between the parties.
 - c. **Payment Dates:** Each installment will indicate the exact date on which payment is due, providing clarity and predictability regarding when Don Trotti can expect to receive funds.
 - d. **Payment Method:** Payment terms will be specified, indicating whether payments will be made via bank transfer, check, electronic transfer, or any other method agreed upon by the parties.
 - e. **Amounts to be Paid:** For each installment, the exact amount to be paid will be specified, including artist fees, ancillary charges, applicable taxes, and any other amounts due to Don Trotti as per the booking contract.
 - f. **Details of Partial Payments:** If payments are split into multiple installments, the amounts and corresponding dates for each partial payment will be specified, ensuring a clear breakdown of financial obligations.
 - g. **Deposits:** The schedule may include provisions regarding deposits, determining the dates and amounts of advance payments that will be made to Don Trotti prior to actual performance.
 - h. **Payment Milestones:** If payments are tied to specific stages of the performance process, such as booking confirmation, rehearsal completion, or performance execution, these stages will be identified in the schedule along with the corresponding amounts.

- i. **Withholdings:** Where applicable, the payment schedule will specify any withholdings or deductions that will be applied to payments due to Don Trotti, indicating the amounts and reasons for these withholdings.
 - j. **Details on Ancillary Fees:** The schedule may also include details on ancillary fees to be paid to Don Trotti, such as travel expenses, accommodation costs, production fees, and other expenses covered by the client.
 - k. **Additional Payment Terms:** If additional payments are scheduled outside of the main schedule, these terms will also be specified, including the dates, amounts, and corresponding payment terms.
 - l. **Calculation of Variable Payments:** If payments vary based on certain parameters, such as the number of performances or generated revenues, the formulas or calculation methods used will be detailed in the schedule.
 - m. **Payment Retention:** If payment retentions are planned to ensure the fulfillment of Don Trotti's contractual obligations, the terms of these retentions will be specified, including the conditions for releasing retained funds.
 - n. **Terms for Early Payment:** If incentives are offered for early payments, such as rate reductions or bonuses, these conditions will be included in the schedule, along with the corresponding benefits for the client.
 - o. **Non-Payment Clause:** In case of non-payment or late payment, the consequences and available remedies will be specified in the schedule, including applicable penalties or recovery measures in case of breach of contractual terms.
9. **Security Deposit:** If necessary, the contract may require a security deposit from the client, which will be refunded at the end of the service provision, subject to certain conditions.
- a. **Security Deposit Definition:** The security deposit is an amount of money pre-paid by the client to Don Trotti, intended to guarantee the execution of the booking contract terms and cover any potential expenses or damages resulting from their non-compliance.
 - b. **Deposit Amount:** The amount of the security deposit will be mutually agreed upon between Don Trotti and the client, taking into consideration the nature of the event, the reputation of the artist, and potential risks associated with the performance.
 - c. **Payment Terms:** The security deposit will be paid by the client to Don Trotti according to specific terms agreed upon in the booking contract, specifying the payment date, mode of fund transfer, and any other relevant conditions.
 - d. **Use of Deposit:** The security deposit may be used to cover various fees or contractual obligations, such as Don Trotti's fees, travel expenses, accommodation costs, property damages, or any other expenses justified by the terms of the contract.
 - e. **Interest Handling:** Any interest generated by the security deposit during its holding period will accrue to the benefit of Don Trotti, unless otherwise specified in the booking contract.
 - f. **Deposit Refund:** Subject to compliance with the booking contract terms, the security deposit will be refunded to Don Trotti in full at the end of the contractual period, or according to specific conditions agreed upon for its release.
 - g. **Non-refundability Conditions:** Under certain circumstances, the security deposit may not be refunded to Don Trotti, especially in case of contract term violations, property damages, last-minute cancellations, or other serious breaches of contract.
 - h. **Deposit Management:** The security deposit will be kept by Don Trotti in a secure and separate bank account from other funds, ensuring its availability for refund or use as agreed upon.
 - i. **Financial Responsibility:** Don Trotti is responsible for the prudent management of the security deposit, ensuring its use in accordance with the contract terms and providing an account of its use to the client as agreed upon.
 - j. **Retention Notice:** In case the security deposit is used to cover expenses or damages, Don Trotti will provide a written notice to the client, explaining the reasons for the retention and detailing the expenses incurred.
 - k. **Limitation of Liability:** Don Trotti's liability regarding the security deposit is limited to the amount actually paid by the client and cannot exceed the contractual obligations agreed upon in the booking contract.
 - l. **Legal Provisions:** Terms regarding the security deposit will comply with the laws and regulations applicable in the relevant jurisdiction, ensuring their validity and applicability in case of disputes or challenges.
 - m. **Termination Clause:** In case of early termination of the booking contract, conditions for the refund of the security deposit will be specified in a dedicated clause, outlining the rights and obligations of each party in case of contract termination.

- n. **Refund Statement:** At the end of the contractual period or in case of termination, Don Trotti will provide a detailed refund statement to the client, summarizing the amounts used from the security deposit and any remaining balances, if applicable.
- o. **Written Confirmation:** All financial transactions related to the security deposit will be confirmed in writing in the booking contract, ensuring clarity and traceability of transactions between Don Trotti and the client.

10. Special Billing Conditions: The contract may specify particular billing conditions, such as additional fees for specific services or discounts for early payments.

- a. **Event-Based Invoicing:** Don Trotti's performances will be invoiced individually for each event or series of events, with separate invoices issued for each performance.
- b. **Flat Rate Package:** Certain events may be subject to a flat-rate package, where a fixed amount is agreed upon to cover all of Don Trotti's performances within that event, simplifying the invoicing process.
- c. **Hourly Billing:** In some cases, billing may be based on an hourly rate, where Don Trotti's fees are calculated based on the total duration of his performances during the event.
- d. **Service-Based Billing:** In addition to artistic performances, other services provided by Don Trotti, such as workshops, fan meetings, or signing sessions, may be billed separately at agreed-upon rates.
- e. **Rate Adjustments:** Specific rate adjustments may be agreed upon for certain events or special circumstances, taking into account factors such as location, audience size, or the nature of the performance.
- f. **Early Payment Terms:** Early payment terms may apply in certain cases, with deposits or partial payments required before Don Trotti's performance.
- g. **Flexible Payment Schedules:** Payment schedules can be tailored to the specific needs of each event, with flexible payment dates agreed upon between Don Trotti and the client to accommodate cash flow requirements and budget constraints.
- h. **Late Fees:** Late fees may be imposed for non-payment or late payment of invoices, with specified penalties to encourage adherence to agreed-upon payment deadlines.
- i. **Refund Conditions:** Refund conditions in case of cancellation or modification of a performance may be specifically defined, specifying refundable amounts and refund processing terms.
- j. **Staggered Invoicing:** For events spanning an extended period, staggered invoicing may be implemented, with invoices issued at regular intervals throughout the duration of the event.
- k. **Foreign Currency Invoicing:** For international performances, invoicing may be conducted in a specific foreign currency, with agreed-upon exchange rates to mitigate unexpected currency fluctuations.
- l. **Service-Specific Billing:** Invoices may be itemized to include specific services provided by Don Trotti, such as travel expenses, accommodation costs, technical fees, or production costs.
- m. **Cost Allocation:** Performance-related costs, such as production expenses or promotional fees, may be divided between Don Trotti and the client based on agreed-upon percentages or specific arrangements made in advance.
- n. **Cost Transparency:** All special billing conditions will be clearly defined in the booking contract, ensuring full transparency regarding costs, rates, and applicable payment terms.
- o. **Pre-Consultation:** Before establishing billing conditions for a specific event, Don Trotti and the client may engage in a pre-consultation to discuss each party's needs, expectations, and financial requirements.

11. Revision Mechanism: The contract may include a mechanism to revise rates or payment conditions in case of changing circumstances, with a clear procedure for implementing these revisions.

- a. **Revision Cadence:** The booking contract will specify the frequency at which revisions will be conducted, whether annually, semi-annually, quarterly, or according to any other agreed-upon schedule.
- b. **Performance Evaluation:** Revisions will be based on an assessment of Don Trotti's performances, considering criteria such as audience engagement, artistic quality, increasing renown, and any other agreed-upon indicators of success.
- c. **Mutual Consultation:** Prior to any revision, Don Trotti and the client will engage in mutual consultation to discuss past performance outcomes, future goals, and potential adjustments to contract terms.
- d. **Review of Conditions:** Contract terms, including fees, additional costs, promotional obligations, and other terms, will be reviewed during each revision to ensure their relevance and suitability to market realities.

- e. **Comparative Analysis:** Revisions may involve a comparative analysis with entertainment industry practices, standard rates, market trends, and peer performances to ensure contract terms remain competitive and fair.
- f. **Adaptation to Developments:** Revisions may provide an opportunity to adapt contract terms to developments in Don Trotti's career, changes in the entertainment industry, economic fluctuations, or other relevant circumstances.
- g. **Advance Notice:** Revisions will be preceded by agreed-upon advance notice between the parties, allowing Don Trotti and the client adequate preparation for potential changes and necessary actions to implement them.
- h. **Objective Evaluation:** Revisions will rely on an objective evaluation of Don Trotti's performances, based on tangible data such as ticket sales, audience feedback, media reviews, and other indicators of success.
- i. **Cost Consideration:** Revisions will take into account costs associated with Don Trotti's performance, including travel expenses, accommodation costs, production costs, promotion expenses, and other relevant expenditures.
- j. **Transparency:** Revisions will be conducted transparently and openly, with candid communication between Don Trotti and the client regarding the reasons for proposed adjustments and implications for all involved parties.
- k. **Fair Negotiation:** Revisions will serve as an opportunity for fair negotiation between Don Trotti and the client, aiming to reach consensus on adjustments to contract terms while respecting the interests and priorities of each party.
- l. **Written Confirmation:** Any revision of contract terms will be formalized in writing, with appropriate updates to the booking contract to reflect agreed-upon changes and ensure clarity and enforceability of the agreement between the parties.
- m. **General Conditions Review:** In addition to specific revisions related to Don Trotti's performances, the parties may also consider reviewing general contract conditions, such as confidentiality clauses, termination clauses, and other contractual provisions.
- n. **Objective Revision:** Revisions may provide an opportunity to reevaluate Don Trotti's goals and expectations, adjusting them based on career developments, emerging opportunities, and new challenges encountered.
- o. **Collaboration Continuity:** Despite periodic revisions, Don Trotti and the client are committed to maintaining a sustainable and mutually beneficial collaboration, working together to achieve common goals in adherence to contract terms.

12. Method of Calculation: The contract specifies the method of calculating payments, whether it is a fixed rate, an hourly rate, or a percentage of generated revenue.

- a. **Fee Determination:** Don Trotti's fees are calculated based on several factors including the performance duration, repertoire performed, artist's reputation, and event specifics.
- b. **Fixed Pricing:** The client may opt for a fixed fee for each of Don Trotti's performances, predetermined and stipulated in the booking contract, ensuring financial predictability for all parties involved.
- c. **Variable Pricing:** In some cases, Don Trotti's fees may vary based on parameters such as event size, geographic location, audience demand, or other pre-negotiated criteria.
- d. **All-Inclusive Package:** The client may propose an all-inclusive package for Don Trotti's performances, covering artistic fees, travel expenses, accommodation costs, and other event-related expenditures.
- e. **Performance-Based Fees:** Certain contracts may specify performance-based fees, where Don Trotti is compensated based on the number of performances or tickets sold, directly reflecting his contribution to the event's success.
- f. **Performance Bonuses:** The client may include performance bonuses in Don Trotti's fee calculations, offering additional incentives for outstanding results, positive reviews, or achieving specific goals.
- g. **Periodic Review:** Don Trotti's fees may undergo periodic review based on his career progression, popularity, market conditions, ensuring fair and competitive compensation.
- h. **Benchmarking:** The client may use benchmarks such as industry standard rates, market practices, or Don Trotti's past performances to establish an objective and transparent fee calculation basis.
- i. **Individualized Negotiation:** Each booking contract can undergo individualized negotiation between Don Trotti and the client, adapting fee calculation terms to suit the needs and preferences of both parties.
- j. **Clear Terms:** Terms related to fee calculation will be clearly defined in the booking contract, specifying amounts, payment terms, conditions for potential adjustments, and any other relevant information to avoid ambiguity.

- k. **Transparency of Additional Costs:** In addition to artistic fees, the booking contract will also specify how additional costs are calculated, such as travel expenses, accommodation fees, per diems, and other potential expenses.
 - l. **Consideration of Indirect Costs:** The client will consider indirect costs associated with Don Trotti's performance, such as production costs, promotional expenses, agent commissions, and other necessary expenses for event execution.
 - m. **Adaptation to Changes:** Fee calculation methods may be adjusted to accommodate changes in Don Trotti's career, market trends, or shifts in entertainment industry practices, ensuring fair and competitive long-term compensation.
 - n. **Pre-Consultation:** Prior to finalizing fee calculation terms, Don Trotti and the client may engage in pre-consultation to discuss available options, mutual expectations, and goals to be achieved.
 - o. **Written Confirmation:** Once terms are agreed upon, fee calculations will be formally confirmed in writing within the booking contract, ensuring a formal and binding agreement between the parties, establishing a solid foundation for successful collaboration.
13. **Electronic Invoicing:** The parties may agree on electronic invoicing, with options for delivering invoices via email or through a secure online platform.
- a. **Use of Secure Systems:** The client will use secure and reliable electronic invoicing systems to issue invoices to Don Trotti, ensuring confidentiality and integrity of financial data.
 - b. **Standardized Format:** Electronic invoices issued by the client will adhere to a standardized format, facilitating their processing and archiving by Don Trotti and his team.
 - c. **Comprehensive Information:** Each electronic invoice will include all necessary details such as performance specifics, invoiced amounts, due dates, and relevant contact information.
 - d. **Traceability:** Each electronic invoice will be accompanied by a unique serial number or traceability code to enable precise tracking of payments and associated financial transactions.
 - e. **Process Automation:** The client will implement automated processes for timely and efficient issuance of electronic invoices, reducing delays and potential errors.
 - f. **Secure Delivery:** Electronic invoices will be securely transmitted to Don Trotti using encrypted communication channels, protected against cyber threats and data breaches.
 - g. **Receipt Acknowledgment:** Don Trotti will receive an acknowledgment for each electronic invoice sent by the client, confirming receipt and acknowledgment.
 - h. **Accessibility:** Electronic invoices will be easily accessible to Don Trotti at all times, allowing him to view and download necessary documents for financial management.
 - i. **Administrative Facilitation:** Electronic invoicing will streamline Don Trotti's administrative management by enabling easy categorization, archiving, and retrieval of invoices in digital format.
 - j. **Environmental Impact Reduction:** Adopting electronic invoicing will contribute to reducing environmental footprint by minimizing paper usage, ink, and other resources associated with traditional billing methods.
 - k. **Cost Savings:** Electronic invoicing will enable the client to achieve cost savings by reducing expenses related to printing, postal delivery, and manual invoice processing.
 - l. **Legal Compliance:** Electronic invoices issued by the client will comply with current tax and legal regulations in the relevant jurisdiction, ensuring their validity and acceptability for accounting purposes.
 - m. **Data Security:** The client will implement robust security measures to protect financial data contained in electronic invoices from unauthorized access or misuse.
 - n. **Long-term Archiving:** Electronic invoices will be archived by the client in accordance with legal requirements for document retention, ensuring their availability for a specified period.
 - o. **Feedback and Continuous Improvement:** The client will regularly seek feedback from Don Trotti on the electronic invoicing process, identifying improvement opportunities and implementing corrective measures as necessary.
14. **Documentation Required:** The contract may specify the documents or evidence required to trigger a payment, such as activity reports, timesheets, or expense statements.
- a. **Invoices:** The client must provide detailed and accurate invoices for all financial transactions related to Don Trotti's performances, including amounts, dates, and descriptions of services rendered.
 - b. **Signed Contracts:** The client must retain copies of signed contracts between Don Trotti and event organizers for each event, confirming agreed conditions, mutual commitments, and financial obligations.

- c. **Payment Receipts:** Don Trotti must receive payment receipts for all amounts paid by the client, confirming receipt of funds and their allocation to specific performances as per the contract terms.
 - d. **Fee Statements:** The client must present a detailed statement of agreed fees for each of Don Trotti's performances, indicating gross amounts, any deductions, and net amounts paid to the artist.
 - e. **Payment Schedules:** The client must develop clear and precise payment schedules, detailing scheduled payment dates for each performance, along with payment terms and agreed conditions.
 - f. **Financial Reports:** The client must provide regular financial reports to Don Trotti, summarizing revenues and expenses associated with his performances, as well as any remaining balances or financial adjustments.
 - g. **Proof of Execution:** Don Trotti may request proof of execution for each performance, such as photos, videos, or eyewitness testimonials, to confirm fulfillment of contractual commitments and agreed stage conditions.
 - h. **Participation Certificates:** The client may issue participation certificates to Don Trotti for each completed performance, certifying his presence and compliance with the terms of the booking contract.
 - i. **Payment Certificates:** The client may issue payment certificates to Don Trotti for each amount paid, confirming the completion of financial transactions and compliance with agreed payment obligations.
 - j. **Tax Declarations:** The client must provide accurate and complete tax declarations to Don Trotti for all amounts paid, facilitating his income reporting and compliance with applicable tax obligations.
 - k. **Legal Documents:** The client must retain all relevant legal documents related to financial transactions with Don Trotti, such as contracts, invoices, receipts, and payment evidence, for a specified period in accordance with prevailing regulations.
 - l. **Written Correspondence:** All written correspondence between the client and Don Trotti regarding financial matters must be retained for future reference, ensuring traceability and transparency of exchanges.
 - m. **Secure Archiving:** The client must ensure secure archiving of all financial and accounting documents related to Don Trotti's performances, guaranteeing their confidentiality and integrity in compliance with data protection standards.
 - n. **Audit Availability:** Don Trotti may request access to the client's financial documents to verify accuracy and compliance of received payments, potentially coordinating an independent audit if necessary.
 - o. **Document Transmission:** The client must timely and completely transmit all required documents to Don Trotti, ensuring ease of access and availability of necessary information for effective and transparent financial management.
15. **Retention of Payment Clause:** In case of dispute or non-compliance with the terms of the contract by Don Trotti, the client may withhold payment until the issue is satisfactorily resolved.
- a. **Definition of the clause:** The payment retention clause establishes the conditions under which the client can withhold all or part of the agreed payment for the services of Don Trotti.
 - b. **Reasons for retention:** Payment retention may be applied in case of contract terms violation, performance default, damage to equipment or property, or any other breach of Don Trotti's contractual obligations.
 - c. **Prior notification:** Before proceeding with any payment retention, the client must notify Don Trotti of the specific reasons for retention and provide an opportunity to remedy the situation within a reasonable timeframe.
 - d. **Amount withheld:** The amount withheld must not exceed the actual harm suffered by the client due to Don Trotti's failure to meet contractual obligations, and must be calculated fairly and proportionally to the observed violation.
 - e. **Retention period:** The period during which the payment is withheld will be determined based on the nature and severity of the violation, with a reasonable duration allowing Don Trotti to rectify the situation or resolve the dispute.
 - f. **Documentation of reasons:** The client must maintain detailed documentation justifying the payment retention, including tangible evidence such as incident reports, written correspondence, or third-party testimonials where applicable.

- g. **Communication with Don Trotti:** The client commits to clear and direct communication with Don Trotti regarding payment retention, providing all relevant information and addressing any questions or concerns.
- h. **Opportunity to contest:** Don Trotti will have the opportunity to contest the payment retention if they disagree with the reasons cited by the client, providing explanations or counterarguments to defend their position.
- i. **Dispute resolution procedure:** In case of persistent disagreement regarding payment retention, Don Trotti and the client agree to utilize a fair and impartial dispute resolution procedure to resolve the dispute appropriately.
- j. **Effect on future payments:** Payment retention must not affect future payments owed to Don Trotti for other performances or services, except in cases of repeated non-compliance with contractual obligations.
- k. **Impact on professional relationship:** Despite payment retention, the client commits to maintaining a professional and respectful relationship with Don Trotti, acknowledging the value of their artistic contribution and seeking to resolve disputes constructively.
- l. **Compliance with applicable laws:** Payment retention will be conducted in accordance with applicable laws and regulations concerning contracts, payments, and artist rights, respecting the rights and protections provided by current legislation.
- m. **Review and reassessment:** The decision to retain payment will be periodically reviewed and reassessed based on the evolving situation and efforts made by Don Trotti to address identified issues.
- n. **Transparency and traceability:** The payment retention process will be conducted with transparency and traceability, documenting all steps and decisions taken to ensure fairness and legitimacy of the procedure.
- o. **Conclusion and closure:** Once the reasons for payment retention have been satisfactorily resolved or addressed, the withheld amount will be released, and the contract will be considered closed, allowing Don Trotti to continue working with the client in an environment of mutual trust.

Rights of Image ————— 6

Definition: "Image rights" refer to the client's exclusive right to use Don Trotti's image for promotional and commercial purposes related to the specific event specified in the contract.

- 1. **Consent:** Don Trotti consents to grant the client the necessary image rights to promote and market the event in accordance with the terms of the contract.
 - a. **Definition of Consent:** Consent refers to the express and voluntary agreement of the artist regarding actions, decisions, or uses of their image, name, or work within the scope of the booking contract.
 - b. **Nature of Consent:** Consent may be required for various actions such as the use of the artist's image or name, modification of their work, participation in promotional events, etc.
 - c. **Prior Consent:** Unless stated otherwise, the artist's consent is required before any use or representation of their image, name, or work, ensuring control over their portrayal and reputation.
 - d. **Specific Consent:** Consent may be specific to each intended action or use, requiring separate approval for each case to prevent unauthorized or abusive use of the artist's image or name.
 - e. **Written Consent:** In certain cases, consent must be given in writing for purposes of evidence and clarity, especially for significant commercial uses or substantial modifications of their work.
 - f. **Informed Consent:** The artist must be fully informed of the implications and consequences of their consent, including the rights they are granting or the commitments they are making by giving their agreement.
 - g. **Revocable Consent:** Unless otherwise stipulated, the artist's consent can be revoked at any time, allowing them to withdraw permission for specific use or representation of their image, name, or work.

- h. **Limited Consent:** Consent may be limited to specific purposes or a defined period, covering only uses or actions expressly authorized within the booking contract.
 - i. **Imposed Consent:** No use or representation of the artist's image, name, or work can be imposed without their prior consent, unless expressly provided otherwise in the contract.
 - j. **Individual Consent:** The artist's consent is required individually for each action or use, even if represented by an agent or manager, to ensure that their wishes and interests are respected.
 - k. **Consent for Modifications:** Consent of the artist is required for any substantial modification of their work or representation, including image changes, adaptations of their work, or alterations to their name.
 - l. **Consent for Specific Events:** Consent may be required for the artist's participation in specific events such as interviews, photo sessions, public appearances, etc., outside of contractual performances.
 - m. **Consent for Commercial Uses:** Separate consents may be necessary for commercial uses of the artist's image or name, such as advertising campaigns, product placements, brand licenses, etc.
 - n. **Consent for Non-Commercial Uses:** Even for non-commercial uses such as media appearances or charity events, the artist's consent may be required to ensure a faithful and respectful representation of their person and work.
 - o. **Non-Waiver Clause:** No provision regarding the artist's consent shall be construed as a waiver of other rights or obligations unrelated to consent, unless expressly provided otherwise.
2. **Authorized Use:** The client is permitted to use Don Trotti's image, including photographs, video recordings, audio recordings, and any other visual or audiovisual materials, for the purpose of promoting the event.
- a. **Definition of Authorized Use:** Authorized use refers to the specific activities for which the label is permitted to use the artist's image or name, in accordance with the terms agreed upon in the booking contract.
 - b. **Scope of Use:** The parties agree on the exact scope of authorized use, including types of media, distribution channels, geographical territories, duration, and specific purposes for which the artist's image or name may be used.
 - c. **Prior Approvals:** Any authorized use of the artist's image or name requires prior approval from the artist, unless otherwise stated in the contract.
 - d. **Promotional Use:** The label is authorized to use the artist's image or name for promotional purposes related to their performances, events, products, or associated services, in accordance with agreed guidelines.
 - e. **Commercial Use:** The label is authorized to use the artist's image or name for commercial purposes, such as selling merchandise, advertising products, or promoting brands, subject to agreed limitations.
 - f. **Advertising Use:** The label is authorized to use the artist's image or name in advertising campaigns, print ads, TV commercials, online ads, etc., with the artist's prior consent.
 - g. **Media Use:** The label is authorized to use the artist's image or name in media, including interviews, press articles, news coverage, TV shows, podcasts, etc., respecting their reputation and privacy.
 - h. **Digital Use:** The label is authorized to use the artist's image or name on digital platforms such as social media, websites, mobile apps, online videos, etc., in accordance with agreed guidelines.
 - i. **Event Use:** The label is authorized to use the artist's image or name for promotional events, product launches, press conferences, special events, public appearances, etc.
 - j. **Merchandising Use:** The label is authorized to use the artist's image or name on merchandise such as clothing, accessories, souvenirs, beauty products, etc., with the artist's prior approval.
 - k. **Editorial Use:** The label is authorized to use the artist's image or name in editorial publications such as books, magazines, brochures, concert programs, etc., to promote their artistic activities.
 - l. **Institutional Use:** The label is authorized to use the artist's image or name for institutional purposes such as annual reports, press releases, corporate presentations, etc., in relation to their business activities.
 - m. **Association Use:** The label is authorized to use the artist's image or name in association partnerships, sponsorships, charitable collaborations, or awareness campaigns, with the artist's approval.

- n. **Film and TV Use:** The label is authorized to use the artist's image or name in film, television, or video productions, including music videos, documentaries, films, reality TV shows, etc., in accordance with specific agreed-upon terms.
 - o. **Review of Authorizations:** The terms of authorized use may be reviewed periodically based on the artist's evolving needs or market opportunities, with a possibility of adjusting contractual terms.
3. **Limitations:** The image rights granted to the client are limited to the specific use for promoting the event and may not be extended to other uses without the written consent of Don Trotti.
- a. **Definition of Limitations:** Limitations refer to the specific restrictions or conditions that govern the rights and responsibilities of the parties within the scope of the booking contract.
 - b. **Nature of Limitations:** Limitations may pertain to various aspects of the contract, such as the scope of the artist's commitments, broadcasting rights, promotional obligations, payments, etc.
 - c. **Geographical Limitations:** Geographical limitations may be imposed, restricting the artist's performances to specific territories or excluding certain locations or regions based on the parties' needs or preferences.
 - d. **Temporal Limitations:** Temporal limitations can be defined, specifying the period during which the artist's commitments are valid or the dates by which certain obligations must be fulfilled.
 - e. **Quantitative Limitations:** Quantitative limitations may be set to determine the number of performances, public appearances, or other engagements that the artist is required to undertake within the contract.
 - f. **Financial Limitations:** Financial limitations can be established, defining maximum or minimum amounts of payments, expenses, or royalties associated with the artist's performances.
 - g. **Liability Limitations:** Liability limitations may be included to limit each party's liability in case of non-compliance with contractual obligations or damages resulting from contract execution.
 - h. **Modification Limitations:** Limitations may be imposed on the ability to modify the contract terms, specifying the conditions under which modifications can be made and the consents required to validate them.
 - i. **Competitive Limitations:** Competitive limitations may be set to prevent the artist from participating in similar or competing events during the contract period or within specific geographical areas.
 - j. **Intellectual Property Limitations:** Limitations may be established to govern the use and ownership of intellectual property rights, such as copyrights, trademarks, image rights, etc.
 - k. **Promotional Limitations:** Limitations may be defined regarding the artist's promotional activities, such as restrictions on brands or products to promote, promotional methods to use, etc.
 - l. **Image Modification Limitations:** Specifications may be made regarding the modification of the artist's image or name within the scope of promotional or representation activities.
 - m. **Communication Limitations:** Limitations may be established regarding communications between the parties, methods of transmitting information, or authorized representatives for each party.
 - n. **Termination Limitations:** Limitations may be set regarding the conditions under which the contract can be terminated, including specifying legitimate grounds for termination and the procedures to follow.
 - o. **Non-Waiver Clause:** No provision related to limitations can be interpreted as a waiver of other rights or obligations not related to limitations, unless expressly stated otherwise.
4. **Duration:** The image rights granted to the client shall be valid for the duration specified in the contract, typically limited to the period before and after the event.
- a. **Duration:** The duration refers to the period during which the booking contract is in effect and the parties' commitments are binding.
 - b. **Initial Period:** The contract specifies an initial period during which the parties' obligations apply, typically starting from the contract's signing date.
 - c. **Renewal:** The contract may include an automatic renewal clause, extending the initial duration for an additional period unless otherwise stated or terminated early.

- d. **Early Termination:** The conditions for early termination of the booking contract are defined, including circumstances under which a party can terminate the contract before the expiration of the initial or renewed term.
 - e. **Notice of Termination:** The parties agree on a required notice of termination period for terminating the booking contract, allowing both parties to prepare for the consequences of termination.
 - f. **Effect of Termination:** The effect of termination on ongoing commitments, such as scheduled performances or pending payments, is specified.
 - g. **Duration of Performance Commitments:** The duration for which the artist is obligated to perform under the contract is specified, with specific dates or a determined period.
 - h. **Post-Contractual Commitments:** The parties' obligations after the expiration or termination of the contract, such as royalty payments, management of image rights, or ongoing promotion, are defined.
 - i. **Maintenance of Commitments:** The parties agree to maintain commitments made during the duration of the contract, even after its expiration, unless otherwise indicated.
 - j. **Consequences of Non-Performance:** The consequences of non-performance of contractual commitments during the contract duration are defined, including potential penalties or claims for damages.
 - k. **Determining Duration:** The contract duration may be determined based on the nature of commitments, collaboration goals, and market trends, with flexibility to adjust the duration accordingly.
 - l. **Optional Extensions:** The contract may include options to extend the initial or renewed term for an additional period, subject to mutual agreement of the parties and agreed conditions.
 - m. **Review of Duration:** The conditions of the contract duration may be periodically reviewed based on changing needs of the parties or evolving circumstances, with potential adjustments to contractual terms.
 - n. **Maintaining Integrity:** The contract duration is determined to maintain the integrity of commitments and relationships between the parties, ensuring that initial collaboration goals are respected.
 - o. **Non-Waiver Clause:** No provision related to the contract duration shall be construed as waiving other rights or obligations unrelated to the contract duration, unless expressly stated otherwise.
5. **Territory:** The image rights granted to the client are typically limited to the geographical territory where the event takes place, unless otherwise specified in the contract.
- a. **Territory Definition:** The territory refers to the geographical area where the artist's performances will take place and where the rights and obligations of the booking contract will apply.
 - b. **Geographical Delimitation:** The parties agree on a precise delimitation of the territory in which the artist will perform, whether at a local, national, regional, or international scale.
 - c. **Geographical Restrictions:** Geographical restrictions may be imposed, limiting the artist's performances to specific regions or excluding certain territories based on the parties' needs or preferences.
 - d. **Scope of Rights:** The rights and obligations of the booking contract will apply exclusively within the specified territory, thereby determining the parties' responsibilities in terms of promotion, representation, broadcasting, and performance management.
 - e. **Exclusivity:** Exclusivity clauses may be included, limiting the artist's performances to specific territories or preventing participation in concurrent events in the same regions.
 - f. **First Option Right:** The contract may include a first option right for the label or other concerned parties to arrange additional performances in the same territory for a specified period.
 - g. **Coordination with Broadcasting Rights:** Geographical restrictions must be coordinated with broadcasting rights to ensure that the artist's performances do not compromise exclusive broadcasting rights in certain regions.
 - h. **Expansion of Territory:** If necessary, the contract may provide for the possibility of expanding the performance territory to other regions, subject to mutual agreement of the parties and possible adjustments to contractual terms.

- i. **Communications with Local Organizers:** In case of performances in multiple territories, the label is responsible for effectively coordinating with local organizers to ensure smooth and harmonious execution of the artist's commitments.
 - j. **Legal Authorizations:** The label is responsible for ensuring that all artist performances in the specified territory comply with local laws regarding labor, safety, permits, and taxes.
 - k. **Management of Cultural Differences:** For performances in foreign territories, the label is tasked with considering cultural, linguistic, and logistical differences to ensure the artist's success and respect in these environments.
 - l. **Cooperation Agreements:** The contract may include cooperation agreements with local partners or event organizers in the specified territory to enhance the artist's visibility and promotion in those regions.
 - m. **Local Promotion:** The label is responsible for implementing effective promotion strategies tailored to each territory to maximize the impact and success of the artist's performances in those regions.
 - n. **Tour Management:** In case of tours across multiple territories, the label is responsible for planning and effectively coordinating the artist's travel, accommodation, and logistics to ensure successful and seamless performances.
 - o. **Review and Adjustment:** Conditions related to the territory may be periodically reviewed and adjusted based on the evolving needs of the artist or market opportunities, subject to mutual agreement of the parties.
6. **Online Use:** The client is authorized to use Don Trotti's image on its websites, social media, newsletters, and any other online platforms as part of the event promotion.
- a. **Online Use Definition:** Online use refers to the use of the artist's image or name on digital platforms such as websites, social media, mobile applications, online videos, etc.
 - b. **Prior Authorization:** Any online use of the artist's image or name requires prior authorization from the artist, as stipulated in the booking contract.
 - c. **Scope of Use:** The parties agree on the exact scope of online use, including specific platforms, duration, frequency, authorized formats, and any limitations regarding modification or redistribution.
 - d. **Consent for Each Use:** Unless otherwise specified, online use must be approved by the artist for each individual use, ensuring proper control over the representation of their image or name on the Internet.
 - e. **Respect for Integrity:** Any online content using the artist's image or name must respect their artistic, personal, and professional integrity, avoiding any abusive, distorting, or harmful use.
 - f. **Attribution:** The artist must be clearly identified and credited on all online content where their image or name is used, following standard practices for credit and acknowledgment on the Internet.
 - g. **Content Quality:** The label is responsible for ensuring that all online content meets the quality standards and presentation requirements defined in the booking contract and agreed guidelines.
 - h. **Limitations:** Specific limitations may be imposed on the online use of the artist's image or name, such as geographical, linguistic, or thematic restrictions.
 - i. **Exclusivity:** Exclusivity clauses may be included to limit online use of the artist's image or name to specific partners or approved projects by both parties.
 - j. **Responsibility:** The label is responsible for ensuring that all online content complies with the terms of the booking contract and legal requirements regarding copyright, image rights, and advertising.
 - k. **Indemnification:** The label agrees to indemnify the artist against any unauthorized online use or violation of their rights by third parties, including legal fees associated with defending their rights.
 - l. **Duration of Use:** The duration of online use is specified in the booking contract and may be limited to the event promotion period or extended to include subsequent periods, as needed.
 - m. **Control:** The artist has the right to review and approve all online content before publication to ensure compliance with agreed terms.
 - n. **Revision:** Terms of online use may be periodically revised based on the artist's evolving needs or market requirements, subject to mutual agreement between the parties.
 - o. **Non-Waiver Clause:** No online use shall be considered a waiver of other rights or obligations unrelated to online use, unless expressly stated otherwise.

7. **Printed Use:** The client is authorized to use Don Trotti's image in printed materials such as posters, flyers, programs, and advertisements to promote the event.
- a. **Printed Use:** Printed use refers to the use of the artist's image or name in printed materials such as posters, flyers, concert programs, magazines, press articles, etc.
 - b. **Prior Authorization:** Any printed use of the artist's image or name requires prior authorization from them, in accordance with the provisions agreed upon in the booking contract.
 - c. **Scope of Use:** The parties agree on the exact scope of printed use, including specific mediums, duration, size, geographic location, and any limitations regarding modification or redistribution.
 - d. **Content Approval:** The artist has the right to approve the content and design of any printed material using their image or name to ensure accurate and respectful representation.
 - e. **Respect for Integrity:** Printed use must respect the artist's artistic and personal integrity, avoiding any abusive, distorting, or detrimental use of their image or name.
 - f. **Print Quality:** Printed materials must be produced with professional quality and adhere to industry standards to ensure a positive representation of the artist.
 - g. **Attribution:** The artist must be clearly identified and credited on all printed materials where their image or name is used, following customary practices of credit and acknowledgment.
 - h. **Limitations:** The parties may agree on specific limitations regarding the printed use of the artist's image or name, such as territorial restrictions or prohibitions on association with certain brands or companies.
 - i. **Exclusivity:** Exclusivity clauses may be included to limit the printed use of the artist's image or name to specific partners or approved projects by both parties.
 - j. **Responsibility:** The label is responsible for ensuring that all printed use complies with the terms of the booking contract and legal requirements regarding copyright, image rights, and advertising.
 - k. **Indemnification:** The label agrees to indemnify the artist against any unauthorized printed use or violation of their rights by third parties, including legal fees associated with defending their rights.
 - l. **Duration of Use:** The duration of printed use is specified in the booking contract and may be limited to the event promotion period or extended to include subsequent periods as needed.
 - m. **Control:** The artist has the right to review and approve all printed materials before distribution to ensure compliance with agreed-upon terms.
 - n. **Revision:** Terms of printed use may be periodically revised based on the artist's evolving needs or market requirements, subject to mutual agreement between the parties.
 - o. **Non-Waiver Clause:** No printed use shall be considered a waiver of other rights or obligations not related to printed use, unless expressly stated otherwise.
8. **Modifications:** The client agrees not to modify Don Trotti's image in a way that distorts or misrepresents his representation, unless prior consent is obtained from Don Trotti.
- a. **Definition of Modifications:** Modifications refer to any change, adjustment, or amendment made to the terms and conditions of the initial booking contract.
 - b. **Nature of Modifications:** Modifications can vary, such as adjustments to performance dates, changes in payment terms, revisions to party obligations, etc.
 - c. **Modification Procedure:** Any proposed modification must be communicated in writing and discussed between the contracting parties to reach mutual agreement on the amended terms.
 - d. **Consent of the Parties:** Modifications can only be made with the explicit written consent of all parties involved in the booking contract.
 - e. **Formalities:** Modifications must adhere to the formalities required by the initial contract, such as signatures of the parties or other specified validation processes.
 - f. **Documentation:** All agreed-upon modifications must be documented in an amendment or separate written document, which becomes an integral part of the initial booking contract.
 - g. **Clarity and Precision:** Modifications must be formulated clearly, precisely, and comprehensively to avoid any ambiguity or misunderstanding.
 - h. **Effective Date:** The effective date of modifications must be specified in the amendment document, indicating whether the changes take effect retroactively or at a later date.
 - i. **Communication:** Once approved, modifications must be communicated to all relevant parties and integrated into relevant operational processes.

- j. **Monitoring:** Changes to the contract must be closely monitored to ensure effective implementation and compliance with the parties' intentions.
 - k. **Subsequent Revisions:** If necessary, modifications may be revised or adjusted later based on changing circumstances or parties' needs.
 - l. **Consequences of Modifications:** The consequences of modifications, such as changes in responsibilities, costs, or timelines, must be evaluated and accounted for by the parties.
 - m. **Preservation of Contract Integrity:** Modifications should not compromise the overall integrity or balance of the booking contract but rather strengthen or adapt it to new circumstances.
 - n. **Legal Consultation:** In the case of significant or complex modifications, parties may be advised to seek legal counsel to ensure compliance with applicable laws and protection of their interests.
 - o. **Non-waiver Clause:** No modification shall be considered a waiver of other rights or obligations not modified under the booking contract, unless expressly stated otherwise.
9. **Attribution:** The client undertakes to provide proper attribution to Don Trotti whenever his image is used in promoting the event, in accordance with industry standards.
- a. **Definition of Image Protection:** Image protection refers to measures taken to preserve the reputation, public image, and integrity of the artist in the context of their performance commitments.
 - b. **Objective:** The primary objective of image protection is to maintain a positive and consistent image of the artist, which can influence their credibility, market demand, and relationship with fans and partners.
 - c. **Control:** The artist and the label commit to exercising strict control over the use and representation of the artist's image in promotional, advertising, media, and online platforms.
 - d. **Prior Approval:** Any use of the artist's image for promotional or commercial purposes requires prior approval from the artist, unless otherwise specified in the booking contract.
 - e. **Legal Protection:** The parties agree to take necessary legal measures to protect the intellectual property rights associated with the artist's image, such as copyrights, trademarks, and rights to publicity.
 - f. **Informed Consent:** The artist is clearly and fully informed about the intended uses of their image, associated implications, and their rights under applicable laws.
 - g. **Quality Control:** The artist has the right to control the quality of materials and products using their image, ensuring they meet their professional and artistic standards.
 - h. **Exclusivity:** The contract may include exclusivity clauses limiting the use of the artist's image to specific partners or approved projects by both parties.
 - i. **Public Events:** The parties agree on protocols for public events where the artist's image may be captured or broadcasted, ensuring accurate and respectful representation.
 - j. **Protection Against Alteration:** The artist has the right to object to any alteration, manipulation, or misleading use of their image that could harm their reputation or integrity.
 - k. **Reserved Rights:** All rights related to the artist's image not expressly transferred or licensed in the contract remain the exclusive property of the artist.
 - l. **Indemnification:** The label undertakes to indemnify the artist against any unauthorized use or infringement of their image rights by third parties, subject to limitations as stipulated in the contract.
 - m. **Duration of Protection:** Image protection for the artist is effective throughout the duration of the booking contract and may be extended upon mutual agreement or as necessary.
 - n. **Review and Update:** Provisions regarding image protection may be periodically reviewed and updated to reflect changes in the artist's career, preferences, and market trends.
 - o. **Non-Waiver Clause:** Image protection for the artist can only be waived in writing and explicitly, and any waiver shall only be valid if duly signed by both parties.
10. **Image Protection:** The client undertakes to protect Don Trotti's image against any abusive or unauthorized use by third parties, taking appropriate legal measures if necessary.
- a. **Definition of Image Protection:** Image protection refers to measures taken to ensure that the artist's image is preserved, respected, and used appropriately and in accordance with the interests of the artist and the label.
 - b. **Ownership of the Image:** Rights to the artist's image may be protected under copyright law, trademarks, privacy rights, rights to one's image, or other intellectual property protection laws.
 - c. **Control of Use:** The booking contract may stipulate that the label must obtain prior authorization from the artist to use their image for promotional, marketing, or advertising purposes.
 - d. **Authorized Use:** Contract terms may define the circumstances under which the artist's image can be used, such as in advertising campaigns, posters, social media, press releases, etc.

- e. **Informed Consent:** The artist must be fully informed of the intended use of their image and give informed consent before it is used for promotional or commercial purposes.
 - f. **Quality Control:** The contract may include provisions stating that the artist has the right to control the quality and integrity of their image when used by the label, to protect their reputation and public image.
 - g. **Protection Against Distortion:** The artist may demand that their image not be distorted, altered, or used in a manner that could harm their reputation, dignity, or personal integrity.
 - h. **Right of Withdrawal:** The contract may provide that the artist has the right to request the immediate withdrawal of their image from any use that does not comply with agreed terms or that causes harm.
 - i. **Indemnification:** The contract may include indemnification clauses stating that the label is responsible for any claims or damages arising from unauthorized or abusive use of the artist's image.
 - j. **Third Party Use:** Contract terms may regulate the use of the artist's image by third parties, such as sponsors, partners, or collaborators, to ensure use aligns with the artist's interests.
 - k. **Duration of Use:** The contract may specify the period during which the label is authorized to use the artist's image, as well as conditions for renewal or termination of this authorization.
 - l. **Territory of Use:** The contract may limit the use of the artist's image to specific territories or expand its scope globally, depending on the label's needs and objectives.
 - m. **Review and Renegotiation:** Terms regarding the use of the artist's image may be periodically reviewed and renegotiated to reflect changes in the artist's career or preferences, or in response to changing circumstances.
 - n. **Confidentiality:** Contract provisions may require that all information regarding the use of the artist's image be treated confidentially and disclosed only to authorized parties.
 - o. **Non-Exclusivity Clause:** The contract may stipulate that the artist retains the right to use their image for personal or professional purposes outside of activities related to the booking contract, subject to agreed-upon restrictions.
11. **Waiver: Don Trotti waives any moral rights or claims to intellectual property over his image to the extent necessary to allow the client to use his image in accordance with the terms of the contract.**
- a. **Waiver Definition:** Waiver refers to the act by which one party to the booking contract relinquishes the exercise of a right or the enforcement of an obligation stipulated in the contract, in favor of the other party.
 - b. **Nature of Waiver:** A waiver can be express, when the parties formalize it in a written document, or implied, when a party acts contrary to their rights without protest.
 - c. **Scope of Waiver:** A waiver can be total or partial, concerning a specific right or a series of rights, and can be temporary or permanent depending on the circumstances.
 - d. **Consent:** For a waiver to be valid, it must be made freely and knowingly, without coercion, fraud, or error, and it cannot infringe upon non-waivable legal rights.
 - e. **Formalities:** In case of an express waiver, the parties must comply with the formalities required by the contract or by law, such as drafting a written document signed by the concerned parties.
 - f. **Confirmation:** It is advisable for parties to confirm any waiver in writing to avoid ambiguity or future dispute regarding their intention and the scope of the waiver.
 - g. **Limits:** A waiver can only be asserted against the other contracting party and cannot be extended to third parties, unless expressly provided in the contract or authorized by law.
 - h. **Revocation:** Unless stated otherwise in the contract, a waiver can be revoked at any time before the corresponding rights are exercised, provided it is done appropriately.
 - i. **Effect:** Once the waiver is made, the corresponding rights of the waiving party are considered suspended or abandoned for the duration and to the extent of the waiver.
 - j. **Non-prejudice:** Waiving a particular right or obligation does not constitute a general waiver of other rights or obligations not mentioned in the waiver.
 - k. **Consequences:** The consequences of a waiver must be clearly understood by the parties, as it may affect their future rights and obligations under the booking contract.
 - l. **Notice:** If a party decides to waive its rights or obligations under the contract, it must inform the other party appropriately to avoid misunderstanding.
 - m. **Preservation of Rights:** Waiving a specific right in a given situation does not prevent a party from enforcing that right in similar circumstances in the future.
 - n. **Interpretation:** Waiver clauses must be strictly interpreted, taking into account the actual intentions of the parties as expressed in the contract.
 - o. **Safeguard Clause:** A safeguard clause may be included to specify that any waiver found to be invalid or ineffective does not affect other provisions of the contract and that rights not waived remain in force.
12. **Compensation:** In exchange for the agreement on image rights, the client may offer additional compensation to Don Trotti, either in monetary form or in the form of promotional consideration.

- a. **Definition of Compensation:** Compensation refers to the financial or non-financial remuneration provided to the artist in exchange for their performance services according to the terms of the booking contract.
- b. **Form of Compensation:** Compensation can take various forms such as monetary payments, percentages of revenues, services, goods, rights to use recordings or works, in-kind benefits, etc.
- c. **Negotiation of Compensation:** Compensation terms are typically negotiated and agreed upon between the artist and the label, considering factors such as the artist's popularity, market demand, performance duration, associated costs, etc.
- d. **Transparency:** Details of compensation, including amount, form, and payment terms, are specified transparently in the booking contract to avoid any ambiguity or future disputes.
- e. **Amount of Compensation:** The amount of compensation may be fixed, based on specific performance arrangements, or tied to revenues generated by the event, generally determined by mutual agreement between the parties.
- f. **Initial Payment:** An initial payment or deposit may be agreed upon and paid to the artist in advance to secure their commitment to the event, with the balance payable according to agreed terms.
- g. **Payment Schedule:** The payment schedule specifies the dates by which payments must be made, typically based on pre-established milestones or completion of certain contract stages.
- h. **Payment Mechanism:** Payment terms, such as accepted payment methods and payment processing timelines, are specified to ensure smooth and timely execution of payment obligations.
- i. **Additional Compensation:** Additional compensation clauses may be included for exceeding performance expectations, unforeseen costs, or other exceptional circumstances.
- j. **Deductions:** Potential deductions from compensation, such as taxes, administrative fees, or royalties, are deducted in accordance with tax laws and contractual provisions.
- k. **Indemnification:** Indemnification clauses may be included to protect parties against claims or losses arising from the performance or non-performance of contractual obligations, potentially affecting compensation.
- l. **Contractual Revisions:** Compensation terms may be revised during the contract term in case of significant changes in circumstances or party requirements, subject to mutual agreement.
- m. **Payment Audits:** Contractual provisions may allow the artist to conduct periodic audits of payments received to verify their accuracy and compliance with contract terms.
- n. **Consequences of Non-payment:** Consequences of non-payment of compensation, such as penalties, late interest, or legal remedies, are specified to deter non-compliance with payment obligations.
- o. **Closure of Compensation:** Once all payment obligations have been fulfilled, a written confirmation of compensation closure may be issued to formalize the conclusion of financial commitments between the parties.

13. Audits: Don Trotti has the right to request regular audits to verify the correct use of his image by the client and to ensure that the terms of the contract are adhered to.

- a. **Definition of Audits:** Audits are systematic and independent examinations of processes, operations, accounts, or performances of a contracting party to assess their compliance with the terms of the booking contract and established standards.
- b. **Objective:** The primary objective of audits is to ensure transparency, compliance, and quality in activities and performances related to the booking contract, identifying gaps, risks, and improvement opportunities.
- c. **Types of Audits:** Audits can vary in type, including financial, operational, compliance, performance, quality, security audits, tailored to specific contract needs.
- d. **Audit Responsibility:** Contracting parties may appoint audit managers responsible for planning, executing, and reporting audit results, typically independent experts or qualified internal representatives.
- e. **Audit Frequency:** Audit frequency is stipulated in the contract and varies based on contract complexity, associated risks, and regulatory requirements.
- f. **Audit Planning:** Audits are scheduled in advance, considering priorities, available resources, contract deadlines, and may be conducted periodically or as needed.

- g. **Access to Information:** Auditors require access to relevant information, documents, facilities, and personnel of contracting parties to conduct audits, in line with contractual and legal provisions.
 - h. **Scope of Audits:** Defined by contract terms, audits may encompass comprehensive reviews of contractual activities, operational processes, internal control systems, financial transactions, etc.
 - i. **Audit Methodology:** Auditors use standardized methodologies to assess risks, gather evidence, conduct tests, and formulate objective conclusions.
 - j. **Audit Reports:** Audit findings are documented in formal audit reports, typically including analysis of findings, improvement recommendations, conclusions, and corrective action plans.
 - k. **Sharing Results:** Audit reports are shared with concerned contracting parties, who provide responses, feedback, or action plans to address audit findings.
 - l. **Follow-up on Recommendations:** Contracting parties are responsible for implementing improvement recommendations identified during audits, following an agreed action plan and providing regular progress updates.
 - m. **Confidentiality:** Information obtained during audits is treated confidentially and disclosed only to authorized parties involved in the booking contract, unless stipulated otherwise in the contract or by legal requirement.
 - n. **Independence of Auditors:** Auditors adhere to principles of independence, integrity, and objectivity in executing their duties, avoiding conflicts of interest and acting impartially.
 - o. **Monitoring and Evaluation:** Audit processes undergo continuous monitoring and evaluation to ensure effectiveness and alignment with contract objectives, with adjustments or enhancements made as necessary.
14. **Termination:** In the event of contract termination, the image rights granted to the client will be automatically revoked, and any future use of Don Trotti's image must be immediately ceased.
- a. **Definition of Image Rights:** Image rights refer to the legal right of a person to control the use of their image, voice, or likeness in public or commercial contexts.
 - b. **Purpose:** The primary objective of image rights is to protect individuals' privacy and dignity by allowing them to control how their image is used and distributed by third parties.
 - c. **Prior Authorization:** Generally, using a person's image for commercial or advertising purposes requires prior written authorization from that person, except for exceptions provided by law.
 - d. **Informed Consent:** Informed consent means that the individual fully understands the implications of using their image and gives consent knowingly.
 - e. **Scope of Image Rights:** Image rights can cover various uses such as photography, video, television broadcasting, advertising, promotion, and social media.
 - f. **Exemptions:** Certain uses of a person's image may be exempt from consent if they are deemed to be in the public interest, such as news reporting or artistic works.
 - g. **Protection of Minors:** Minors also enjoy protection under image rights, usually exercised by their parents or legal guardians.
 - h. **Commercial Use:** Using a person's image for commercial purposes, such as advertising or marketing, is subject to strict rules and may require compensation or usage rights.
 - i. **Assignment Contracts:** In the context of a booking contract, terms related to image rights are typically specified in a separate contractual clause, outlining the rights and responsibilities of each party.
 - j. **Collective Consent:** For groups or ensembles of artists, collective consent may be required for the collective use of their image for promotional or commercial purposes.
 - k. **Duration:** Image rights may be granted for a specified duration, after which they may expire or require renewal according to agreed terms.
 - l. **Image Modification:** Using a person's image must not be altered in a way that harms their reputation or dignity, and any modification must comply with contractual agreements.
 - m. **Indemnification:** Booking contracts may include clauses regarding indemnification in case of a breach of a party's image rights, including legal fees and damages.
 - n. **Applicable Jurisdiction:** Provisions concerning image rights are governed by the laws and regulations in force in the relevant jurisdiction, and may vary from one country to another.
 - o. **Disclaimer Clause:** A disclaimer clause may be included to specify that the label will not be held responsible for unauthorized uses of the artist's image by third parties, except in cases of its own fault.

Promotion & Marketing ————— 7

1. **Social Media Announcements:** The client commits to promoting Don Trotti's participation in the event on their own social media accounts, sharing regular posts with relevant information such as date, time, and location of the event.
2. **Website Publications:** The client will publish articles and announcements on their official website and other music and event platforms to inform fans and potential attendees about Don Trotti's performance.
3. **Influencer Partnerships:** The client will collaborate with relevant influencers and personalities in the music and entertainment industry to promote the event and Don Trotti's participation through their social networks and online platforms.
4. **Email Campaigns:** Newsletters and promotional emails will be sent to the client's mailing list, highlighting Don Trotti's participation in the event and encouraging subscribers to attend.
5. **Online Advertising:** The client will launch targeted online advertising campaigns on platforms such as Google Ads, Facebook Ads, or Instagram Ads to reach a broader audience and generate interest in the event.
6. **Media Interviews and Appearances:** The client will arrange interviews with local, national, and international media outlets, as well as television and radio appearances, to promote Don Trotti's participation in the event and create media buzz around his performance.
7. **Contests and Giveaways:** Social media and website contests and games will be organized to give fans the chance to win free tickets or exclusive experiences related to Don Trotti's event.
8. **Brand Partnerships:** The client will seek partnerships with relevant brands for the event, such as beverage, clothing, or beauty brands, to create brand activations and cross-promotional opportunities.
9. **Content Creation:** Exclusive content such as promotional videos, teasers, behind-the-scenes interviews, and preparation footage of Don Trotti for the event will be produced to engage and captivate the audience.
10. **Hashtag Utilization:** Unique and relevant hashtags will be created for the event and Don Trotti's participation, encouraging fans and participants to share their own content on social media and join the online conversation.
11. **Media Partnerships:** Collaboration with local and national media, including radio stations, magazines, and blogs, will be pursued to secure extensive media coverage of the event and Don Trotti's performance.
12. **Sponsorship Activation:** The client will work with potential sponsors for the event, negotiating sponsorship agreements that may include promoting Don Trotti's participation through various advertising and marketing channels.
13. **Shared Content Creation:** Collaborating artists and other event participants will be encouraged to create and share event-related content and Don Trotti's performance, thus expanding the reach of the promotion.
14. **Influencer Marketing:** The client will collaborate with relevant influencers in the music and events industry to promote Don Trotti's participation in the event through their own platforms and online communities.
15. **Networking and Public Relations:** Participation in networking events and public relations evenings will be undertaken to promote the event and establish strategic partnerships with other industry players and media.

Cancellation ————— 8

Cancellation by the client: The client reserves the right to cancel Don Trotti's participation in the event due to reasons beyond their control, such as unforeseen circumstances, government restrictions, security issues, or force majeure events.

Notification: In the event of cancellation by the client, they undertake to inform Don Trotti as soon as possible and to provide a detailed explanation of the reasons for the cancellation.

1. **Refund:** In case of cancellation by the client, they will refund Don Trotti all payments already made in relation to his participation in the event, including travel expenses, accommodation, and other incurred costs.
 - a. **Definition of Refund:** Refund refers to the process by which payments made to attend an event are returned to participants under specific circumstances outlined in the booking contract.
 - b. **Refund Conditions:** The conditions under which a refund may be requested are clearly defined in the contract, including force majeure situations, cancellations, substantial event changes, etc.
 - c. **Refund Request Procedure:** The precise procedure to follow when requesting a refund is detailed, including deadlines, required documentation, and communication channels to use.
 - d. **Refund Responsibility:** The responsibility for handling refund requests generally lies with the promoter or event organizer, unless stated otherwise in the contract.
 - e. **Refund Terms:** Refund terms are specified, including the amount refundable, any applicable deductions, the refund method (credit card credit, bank transfer, check, etc.), and processing timelines.
 - f. **Exceptions to Refund:** Exceptions may be specified, such as non-refundable fees (service fees, transaction fees, processing fees, etc.) or situations where a refund is not applicable.
 - g. **Participant Communication:** Participants are proactively informed about refund conditions and procedures to minimize frustrations and misunderstandings.
 - h. **Prompt Processing:** Refund requests are processed as swiftly as possible, adhering to specified timelines in the contract and ensuring transparent communication about the process status.
 - i. **Participant Rights Protection:** Participants' rights regarding refunds are protected in accordance with applicable laws and agreed-upon contractual provisions.
 - j. **Partial or Full Refund:** Depending on circumstances, a partial or full refund may be granted, based on specific conditions outlined in the contract and prevailing refund policies.
 - k. **Coordination with Suppliers:** If third-party services are involved in the event (hotels, transporters, service providers, etc.), coordination is established to ensure participant refunds align with supplier refund policies.
 - l. **Transparency of Deducted Fees:** Any fee deducted from the refunded amount is clearly indicated and explained to participants, ensuring full transparency in the refund process.
 - m. **Claims Management:** Claims or disputes regarding refund decisions are handled fairly and transparently, providing participants with detailed explanations and an opportunity to present additional evidence or arguments.
 - n. **Ongoing Communication:** Continuous communication is maintained with participants throughout the refund process, promptly addressing their questions or concerns and keeping them informed of progress.
 - o. **Audit and Monitoring:** Regular audits are conducted to verify compliance of the refund process with contract terms and established policies, and to identify opportunities for continuous improvement.
2. **Compensation:** In addition to the refund, the client may offer additional compensation to Don Trotti for any financial loss or damages incurred due to the cancellation of his participation in the event.
 - a. **Definition of Compensation:** Compensation refers to the monetary or non-monetary remuneration that an artist receives in exchange for their performance services as stipulated in the booking contract.
 - b. **Agreed Amount:** The specific amount or rate of compensation is determined and agreed upon during contract negotiations, taking into account factors such as the artist's popularity, the duration and type of performance, prevailing market rates, etc.
 - c. **Payment Schedule:** A detailed timeline is established outlining when payments will be made to the artist. This schedule clarifies whether payments are made in advance, during, or after the performance, and specifies the accepted methods of payment.

- d. **Advance Payment (Acompte):** An upfront payment may be provided to the artist upon signing the contract to secure their commitment to the event. Advances are customary to ensure that artists are compensated for reserving their time and services.
 - e. **Travel and Accommodation Expenses:** The contract typically specifies whether the promoter covers the artist's travel and accommodation expenses, in addition to the agreed compensation for the performance.
 - f. **Ancillary Costs:** Ancillary costs may be included in the compensation to cover additional expenses such as meals, local transportation, technical fees, etc.
 - g. **Additional Compensation:** Additional compensations may be provided for extra performances, additional services, or special requests from the promoter.
 - h. **Indexation Clause:** An indexation clause may be included to automatically adjust the compensation amount based on inflation or other economic factors.
 - i. **Non-monetary Compensation:** Besides monetary compensation, non-monetary benefits like VIP passes, promotional products, marketing opportunities, etc., may be included in the contract.
 - j. **Revenue Sharing:** If the event generates additional revenue (ticket sales, merchandise, etc.), a specific clause can define how these revenues are shared between the parties.
 - k. **Performance Bonus:** A performance bonus may be provided for exceeding expectations or achieving exceptional audience satisfaction.
 - l. **Royalty Payments:** If royalties are payable to third parties (composers, authors, performers, etc.), the responsibility for payment and distribution terms are specified in the contract.
 - m. **Payment Audits:** Both parties have the right to audit payments to ensure compliance with the contract terms and to verify that no errors or omissions have occurred.
 - n. **Revision Conditions:** Conditions for revising compensation may be included to allow periodic reassessment based on changing circumstances or the artist's performance.
 - o. **Separation Clause:** In case of early termination of the contract, terms for compensating the elapsed period and any applicable penalties or indemnities are specified.
3. **Negotiation:** The client commits to negotiating in good faith with Don Trotti to find a fair solution in case of cancellation, considering the specific circumstances and financial implications for both parties.
- a. **Definition of negotiation:** Negotiation refers to the process through which parties involved in a booking contract discuss and attempt to reach a mutually acceptable agreement on the terms and conditions of the contract.
 - b. **Objectives of negotiation:** Each party's objectives are clearly defined before the negotiation begins, whether it involves compensation, performance conditions, image rights, or other aspects of the contract.
 - c. **Preparation:** Each party prepares carefully by gathering relevant information, identifying priorities, and determining negotiation limits before entering into discussions.
 - d. **Active listening:** Parties commit to active listening during negotiation, considering each other's concerns and interests while advocating for their own positions.
 - e. **Transparency:** Full transparency is maintained throughout the negotiation process, providing accurate and comprehensive information about each party's requirements, constraints, and expectations.
 - f. **Flexibility:** Parties demonstrate flexibility and creativity to explore different options and find innovative solutions that meet the needs and goals of all involved parties.
 - g. **Compromise:** Seeking mutually beneficial compromises is encouraged, considering common interests while respecting the priorities and limits of each party.
 - h. **Respectful communication:** Discussions are conducted with mutual respect and collaboration, avoiding confrontations and promoting constructive and open dialogue.
 - i. **Conflict management:** In case of disagreement or conflict, parties commit to addressing issues constructively and exploring ways to resolve them in a mutually acceptable manner.
 - j. **Ethical negotiation:** Parties commit to upholding ethical principles and standards of professional conduct during negotiation, avoiding any unfair or deceptive practices.
 - k. **Thoughtful concessions:** Concessions are made thoughtfully and strategically, carefully evaluating the pros and cons of each proposed compromise.
 - l. **Follow-up:** Tentative agreements reached during negotiation are documented and followed up on to ensure timely and compliant implementation.

- m. **Continuous assessment:** The negotiation process is regularly assessed and reassessed to identify opportunities for improvement and optimize achieved outcomes.
 - n. **Relationship maintenance:** Negotiation is conducted with respect to long-term relationships between parties, aiming to strengthen trust and mutual collaboration.
 - o. **Fair conclusion:** Negotiation concludes with fairness and balance, ensuring that the interests of all parties are considered justly and equitably in the final contract.
4. **Event Postponement:** If possible, the client may propose to postpone the event to a later date instead of canceling it completely, in consultation with Don Trotti and other relevant parties.
- a. **Definition of Postponement:** Postponement of the event refers to the process by which a performance or event scheduled under the booking contract is rescheduled to a later date due to specific reasons.
 - b. **Conditions for Postponement:** The conditions under which postponement may be considered are defined in the contract, including force majeure cases, technical issues, health problems, etc.
 - c. **Advance Notification:** In case of the need for postponement, the concerned party immediately notifies the other party, providing detailed explanations for the postponement reasons and proposing alternative solutions.
 - d. **Mutual Consent:** Postponement of the event requires mutual consent of both parties, except in cases of force majeure where a specific clause outlines procedures in case of inability to contact.
 - e. **New Date:** A new date for the postponed performance is agreed upon between the parties, taking into account the artist's availability, venue availability, and other contractual commitments.
 - f. **Maintaining Commitments:** Contractual commitments such as compensation amount, performance conditions, etc., remain in effect for the new date of the postponed event, unless otherwise stipulated in the contract.
 - g. **Communication with Stakeholders:** Stakeholders involved in organizing the event are informed about the postponement, providing necessary information about the new date and practical arrangements.
 - h. **Ticket Management:** In case of ticket sales for the postponed event, measures are taken to inform buyers and facilitate refunds or ticket exchanges for the new date.
 - i. **Promotion of Postponement:** A communication campaign is launched to promote the event's postponement to the public, highlighting the reasons for the postponement and maintaining excitement for the new date.
 - j. **Logistical Coordination:** Logistics details for the postponed event, such as equipment needs, personnel, security, etc., are reassessed and coordinated based on the new date.
 - k. **Contractual Revisions:** If necessary, contractual revisions are made to account for the event postponement, adjusting timelines, performance conditions, or other relevant clauses.
 - l. **Expense Management:** Costs already incurred for the initial event are evaluated and managed appropriately, seeking solutions to minimize financial losses resulting from the postponement.
 - m. **Insurance:** If applicable, the impacts of event postponement on insurance policies are assessed, and efforts are made to obtain adequate coverage for the new date.
 - n. **Ongoing Communication:** Ongoing communication is maintained between the parties throughout the postponement process, providing regular updates and addressing concerns or questions.
 - o. **Post-Postponement Evaluation:** A post-postponement evaluation is conducted to analyze the impacts of the postponement on all involved parties and draw lessons for the management of future events.
5. **Communication with Third Parties:** The client commits to informing all third parties involved in the organization of the event, such as promoters, sponsors, media, and other artists, about the cancellation of Don Trotti's participation as soon as the decision is made.
- a. **Definition of Communication with Third Parties:** Communication with third parties refers to the process by which parties involved in the booking contract share relevant information with concerned third parties, such as suppliers, partners, sponsors, etc.
 - b. **Identification of Third Parties:** The involved third parties are identified and listed, considering their roles and potential involvement in executing the booking contract.

- c. **Shared Information:** Information shared with third parties includes contract details, performance schedules, technical requirements, logistical needs, promotional plans, etc.
 - d. **Prior Consent:** Where possible, prior consent of concerned parties is obtained before sharing confidential or sensitive information with external third parties.
 - e. **Confidentiality:** Information shared with third parties is handled confidentially and disclosed only to authorized individuals and within the necessary scope for contract execution.
 - f. **Confidentiality Agreements:** Confidentiality agreements may be established with third parties to ensure protection of shared information and define responsibilities regarding confidentiality.
 - g. **Coordination:** Communication with third parties is coordinated to ensure consistency and efficiency in information transmission and management of interactions with external parties.
 - h. **Clear Responsibilities:** Responsibilities of each party in communicating with third parties are clearly defined, including initiation of communications, managing responses, and following up on interactions.
 - i. **Frequency:** The frequency of communications with third parties is determined based on project needs and the importance of information to be shared, avoiding both over-communication and omissions.
 - j. **Communication Channel:** Appropriate communication channels are selected based on specific situation needs, which may include in-person meetings, phone calls, emails, online collaboration platforms, etc.
 - k. **Feedback:** Feedback from third parties is solicited and considered to improve the quality and efficiency of communications, fostering closer and more harmonious collaboration.
 - l. **Transparency:** Full transparency is maintained in communications with third parties, providing accurate and relevant information without concealment or distortion.
 - m. **Managing Expectations:** Third-party expectations are proactively managed by clearly communicating timelines, responsibilities, and expected outcomes to avoid confusion or misunderstanding.
 - n. **Continuous Review:** Practices for communicating with third parties are regularly reviewed and evaluated to identify improvement opportunities and adapt communication strategies based on feedback.
 - o. **Adaptability:** Plans for communication with third parties are flexible and can be adjusted based on changes in circumstances or specific needs of involved parties, ensuring an agile response to encountered challenges.
6. **Securement of Refunds:** The client commits to taking all necessary measures to ensure that refunds promised to Don Trotti will be made within the agreed timelines and in a secure manner.
- a. **Securement of Refunds:** Securing refunds involves implementing measures to ensure that payments made under the booking contract are protected and refundable under specific circumstances.
 - b. **Refund Conditions:** The conditions under which a refund may be requested are clearly defined in the booking contract, including cases of force majeure, cancellation, or failure to meet contractual obligations.
 - c. **Amount and Terms:** The amount and terms of the refund are specified, including the percentage of the initial payment that may be refunded and the timelines within which the refund must be processed.
 - d. **Reserve Funds:** A reserve fund may be established to ensure the availability of funds necessary for refunds, particularly in cases of unexpected cancellations or delays.
 - e. **Payment Management:** Payments received under the booking contract are managed securely and kept separate from other funds, ensuring they are available for refunds when needed.
 - f. **Full Refund Clause:** In some cases, a full refund clause may be included, allowing the buyer to recover the entire amount paid in case of cancellation or non-performance of scheduled services.
 - g. **Insurance:** Appropriate insurance may be procured to cover risks associated with refunds, providing financial protection in case of unforeseen circumstances resulting in significant refund claims.
 - h. **Notification of Conditions:** Refund conditions are clearly communicated to the buyer upon contract conclusion, ensuring full transparency regarding rights and recourse in case of need.
 - i. **Refund Request Procedure:** A clear procedure for requesting refunds is established, outlining steps to follow and required documentation for efficiently processing refund requests.

- j. **Processing Times:** Processing times are defined for handling refund requests, ensuring a prompt and effective response to the buyer.
 - k. **Legal Protection:** Appropriate legal provisions are included in the contract to protect the buyer's rights regarding refunds, in accordance with applicable legislation.
 - l. **Non-Waiver Clause:** No provision regarding refunds shall be construed as a waiver of other rights or obligations unrelated to refunds, unless expressly stated otherwise.
 - m. **Financial Transparency:** Full transparency is maintained regarding fund management and refund decisions, ensuring buyer confidence and satisfaction.
 - n. **Settlement Amicably:** Parties agree to resolve refund-related disputes amicably, where possible, to avoid costly and protracted litigation.
 - o. **Continuous Evaluation:** The refund policy is regularly evaluated and updated to ensure it remains effective and relevant in response to market developments and the needs of the parties involved.
7. **Coordination of Actions:** The client will work closely with Don Trotti to coordinate any additional actions necessary following the cancellation, including communication with fans, partners, and suppliers.
- a. **Definition of Coordination:** Coordination of actions involves the planning, organization, and concerted implementation of activities necessary for the successful execution of the booking contract.
 - b. **Strategic Planning:** The parties commit to developing a detailed strategic plan defining objectives, responsibilities, and deadlines for each stage of contract execution.
 - c. **Task Definition:** Specific tasks to be accomplished are clearly defined for each party, considering their skills, resources, and contractual obligations.
 - d. **Resource Allocation:** Resources required for task completion are appropriately allocated, ensuring availability and suitability relative to contract requirements.
 - e. **Open Communication:** Open and regular communication is maintained between the parties to share information, resolve issues, and coordinate activities effectively.
 - f. **Coordination Meetings:** Regular coordination meetings are held to assess progress, discuss encountered challenges, and make collaborative decisions to resolve issues.
 - g. **Performance Monitoring:** Each party's performance is closely monitored to ensure adherence to deadlines, work quality, and compliance with contract requirements.
 - h. **Risk Management:** Potential risks are identified, assessed, and proactively managed to minimize their impact on contract execution.
 - i. **Flexibility:** Some flexibility is integrated into activity planning to allow for quick adaptation to unforeseen changes or contingencies.
 - j. **Interfunctional Collaboration:** Different functions involved in contract execution, such as artist management, logistics, promotion, and finances, collaborate closely to ensure effective coordination.
 - k. **Commitment to Agreements:** Each party commits to fulfilling its contractual obligations and proactively contributes to achieving agreed-upon objectives.
 - l. **Conflict Management:** In case of conflict or disagreement, parties commit to addressing issues constructively and finding mutually acceptable solutions to ensure continuity of collaboration.
 - m. **Transparency:** Relevant information regarding work progress, encountered issues, or decisions made is transparently shared between the parties.
 - n. **Continuous Improvement:** Based on lessons learned and feedback, continuous improvement measures are implemented to optimize action coordination and enhance overall performance.
 - o. **Review and Evaluation:** At regular intervals, review and evaluation of action coordination are conducted to identify strengths, weaknesses, and improvement opportunities for future contracts.
8. **Force Majeure Clause:** The contract between the client and Don Trotti will include a force majeure clause specifying the circumstances under which cancellation is permissible without contractual liability.
- a. **Force Majeure Clause:** The contract between the client and Don Trotti will include a force majeure clause specifying the circumstances under which cancellation is permissible without contractual liability.
 - b. **Definition of Force Majeure:** Force majeure refers to any unforeseeable and irresistible event beyond the reasonable control of the parties that prevents or delays the performance of the booking contract.

- c. **Exemption from Liability:** In the event of a force majeure event, both parties are exempt from liability for any non-performance or delay in the performance of their contractual obligations.
 - d. **List of Covered Events:** Events that may qualify as force majeure are exhaustively listed in the contract, including natural disasters, armed conflicts, strikes, epidemics, etc.
 - e. **Mandatory Notification:** The party affected by a force majeure event must immediately and in writing notify the other party of the occurrence of such event, providing all relevant details.
 - f. **Proof of Event:** The party invoking force majeure is generally required to provide sufficient evidence of the existence and impact of the event on the contract's performance, such as expert reports or official certificates.
 - g. **Consequences of Force Majeure:** During the period in which the force majeure event persists, contractual obligations of the parties are suspended, and no penalties or damages can be claimed for failure to meet deadlines.
 - h. **Duty to Mitigate:** The parties agree to take all reasonable measures to mitigate the consequences of the force majeure event and to resume contract performance as soon as possible.
 - i. **Revision of Conditions:** In case of a significant extension of the prevention period caused by force majeure, the parties may agree to revise the contract conditions to accommodate this exceptional situation.
 - j. **Temporary Suspension:** Contract performance may be temporarily suspended for the duration of the force majeure event without adverse consequences for the parties.
 - k. **Continuous Communication:** The parties commit to maintaining open and continuous communication throughout the force majeure event, exchanging information on actions taken and forecasts for resuming activities.
 - l. **Return to Normalcy:** As soon as circumstances permit, the parties strive to resume contract performance promptly and minimize subsequent delays or disruptions.
 - m. **Impossibility of Termination:** Neither party can terminate the contract due to a force majeure event unless expressly provided otherwise in the contract or in cases of absolute impossibility to continue contract performance.
 - n. **Risk Allocation:** The force majeure clause aims to fairly allocate risks between the parties by acknowledging control limitations and unforeseen events that may occur during the contract period.
 - o. **Exclusivity Clause:** The force majeure events listed in the contract are exclusive, and no other event can be invoked as force majeure unless agreed upon in writing by the parties.
 - p. **Non-Waiver Clause:** No provision of the force majeure clause shall be construed as a waiver of any other rights or obligations not related to this clause, unless expressly provided otherwise.
9. **Risk Assessment:** The client commits to regularly assess potential risks that could lead to a cancellation and to implement preventive measures to mitigate these risks to the extent possible.
- a. **Risk Assessment:** Risk assessment involves identifying, evaluating, and managing potential risks that could affect the achievement of commitments and objectives outlined in the booking contract.
 - b. **Risk Identification:** The parties commit to identifying all possible risks associated with contract execution, such as delays, cancellations, legal disputes, technical issues, etc.
 - c. **Analysis of Consequences:** Each identified risk is assessed in terms of its potential consequences on the contract's progress and the performance objectives of the artist and the label.
 - d. **Likelihood of Occurrence:** Risks are evaluated based on their likelihood of occurring, ranging from low to high, to determine appropriate preventive and mitigation measures to implement.
 - e. **Financial Impact:** The financial impact of each risk is evaluated, including costs associated with its management and potential losses resulting from its occurrence, to assess its criticality and priority.
 - f. **Risk Management Plan:** A risk management plan is developed, detailing specific actions to reduce, transfer, or accept identified risks, as well as outlining each party's responsibilities in its implementation.
 - g. **Clear Responsibilities:** The responsibilities of each party in risk management are clearly defined and documented to ensure effective coordination and prompt decision-making when necessary.

- h. **Regular Monitoring:** The evolution of risks is regularly monitored throughout the contract duration, with periodic reviews to assess the effectiveness of preventive measures and adjust the risk management plan as needed.
- i. **Transparent Communication:** The parties commit to transparently communicate about identified risks, the measures taken to manage them, and any changes in their impact or likelihood of occurrence.
- j. **Training and Awareness:** Team members involved in contract execution receive training and awareness on potential risks to enhance their ability to identify and appropriately respond to them.
- k. **Contingency Reserve:** A contingency reserve may be established to address unexpected risks or unforeseen events, providing financial leeway to manage the consequences of realized risks.
- l. **Insurance:** Consideration may be given to purchasing appropriate insurance to cover specific identified risks, offering financial protection in case of damages or losses.
- m. **Testing and Simulations:** Tests and simulations may be conducted to assess the contract's resilience against identified risks and to test the effectiveness of risk management plans in realistic scenarios.
- n. **Post-Event Evaluation:** After contract completion, a post-event evaluation is conducted to analyze outcomes achieved, lessons learned, and the performance of implemented preventive measures.
- o. **Continuous Improvement:** Based on risk assessment findings, corrective actions and continuous improvement efforts are implemented to strengthen risk management in future contracts.

10. Transparent Communication: The client commits to maintaining transparent communication with Don Trotti throughout the cancellation process, sharing all relevant information and addressing any questions or concerns promptly.

- a. **Transparent Communication:** Transparent communication involves an open, honest, and clear exchange of information between parties involved in the booking contract.
- b. **Principle of Transparency:** The parties commit to upholding the principle of transparency in all their interactions, proactively sharing comprehensive information relevant to the contract and performance commitments.
- c. **Access to Information:** Both parties have the right to access all relevant information concerning the booking contract, including contract terms, each party's obligations, performance schedules, etc.
- d. **Frequent Communication:** The parties agree to maintain regular and frequent communication throughout the duration of the contract, exchanging updates on progress, changes, or challenges encountered.
- e. **Communication Channel:** Clear and effective communication channels such as regular meetings, emails, phone calls, or online collaboration platforms are agreed upon to facilitate information exchange.
- f. **Transparency in Decision-Making:** Significant decisions regarding the booking contract, such as schedule changes, modifications to contractual terms, or dispute resolutions, are made transparently and documented.
- g. **Financial Information Sharing:** Both parties commit to transparently sharing relevant financial information, including budgets, expenses, generated revenues, and financial forecasts, in accordance with established confidentiality agreements.
- h. **Notification of Changes:** Any significant changes to contract terms or performance commitments are transparently communicated in advance to the other party, allowing for appropriate review and discussion.
- i. **Prompt Responses:** Prompt and transparent responses to requests for information or clarification from the other party are committed to, facilitating efficient resolution of outstanding issues.
- j. **Activity Reports:** The Label undertakes to provide regular reports on artist promotion and booking activities, including performance outcomes, media coverage, generated revenues, etc.
- k. **Prior Consultation:** Before making any major decisions regarding the contract or performance commitments, the Label transparently consults with the artist to seek their informed opinion and consent.
- l. **Active Participation:** The artist commits to actively participating in communication processes and providing all requested information to the Label transparently and comprehensively.

- m. **Conflict Management:** In case of conflict or disagreement, the parties agree to openly and transparently address encountered issues and seek mutually acceptable solutions.
 - n. **Continuous Evaluation:** The parties agree to continuously evaluate the quality of their communication and take steps to improve and strengthen transparency in their interactions.
 - o. **Non-waiver Clause:** No provision regarding transparent communication shall be interpreted as a waiver of other rights or obligations not related to such communication, unless expressly stated otherwise.
11. **Legal Assistance:** In the event of a dispute arising from the cancellation, the client will provide legal assistance to Don Trotti to ensure compliance with the contractual rights and obligations of each party.
- a. **Legal Assistance:** Legal assistance refers to the provision of legal advice and services by legal professionals to address legal issues related to the booking contract.
 - b. **Access to Legal Professionals:** Both parties have the right to access qualified legal professionals for advice and legal representation in case of disputes or legal issues concerning the booking contract.
 - c. **Label's Responsibility:** The Label commits to providing legal assistance to the artist as needed, including covering legal expenses arising from disputes related to the contract or performance engagements.
 - d. **Artist's Responsibility:** The artist agrees to fully cooperate with legal professionals appointed by the Label to resolve legal issues related to the booking contract and provide any necessary information or documentation for this purpose.
 - e. **Confidentiality of Communications:** All communications between the artist and legal professionals appointed by the Label are confidential and cannot be disclosed to third parties without prior consent, except as required by law.
 - f. **Independence of Lawyers:** Lawyers appointed by the Label act independently and in the best interests of the Label, while respecting the rights and legitimate interests of the artist in accordance with applicable ethical rules.
 - g. **Quality Assurance:** The Label pledges to provide quality legal assistance to the artist by selecting competent and experienced legal professionals to handle legal issues related to the booking contract.
 - h. **Frequent Communication:** The Label commits to keeping the artist informed of the progress of legal actions taken on their behalf and providing regular updates on relevant developments.
 - i. **Coordination of Legal Actions:** The Label is responsible for coordinating all necessary legal actions in case of disputes or alleged breaches of the contract, in consultation with the artist and appointed legal professionals.
 - j. **Legal Documentation:** The Label is tasked with preparing all necessary legal documentation to defend the rights of the artist and enforce the terms of the booking contract, including responses to complaints, settlement demands, and legal proceedings if necessary.
 - k. **Legal Fees:** Generally, the Label is responsible for covering legal fees incurred in representing the artist, including attorney fees, court costs, and related expenses, unless otherwise stipulated in the contract.
 - l. **Claims Procedure:** In case of disputes or claims arising from the booking contract, the artist must promptly notify the Label and cooperate with their attorneys to resolve the dispute promptly and efficiently.
 - m. **Contractual Commitment:** The obligations regarding legal assistance may be detailed in the booking contract to ensure that the rights and responsibilities of each party are clearly defined and respected.
 - n. **Assistance as Needed:** The Label undertakes to provide legal assistance to the artist at all times, as needed, even after the expiration or termination of the booking contract, to the extent that legal issues are related to previous contractual engagements.
 - o. **Non-Waiver Clause:** No provision regarding legal assistance can be interpreted as a waiver of other rights or obligations not related to such assistance, unless expressly stated otherwise.
12. **Disclaimer of Liability:** The client and Don Trotti mutually waive any liability in case of cancellation due to circumstances beyond their control, such as natural disasters, civil unrest, or governmental decisions.
- a. **Definition of Exoneration:** Exoneration of liability refers to contractual clauses that limit or exclude a party's liability in case of non-compliance or non-performance of contractual obligations.

- b. **Nature of Exoneration:** The parties agree that certain circumstances may lead to exoneration of liability, including unforeseen events, force majeure, or actions by third parties.
 - c. **Scope of Exoneration:** Exoneration of liability can apply to various situations, such as delays, cancellations, unsatisfactory performances, or unforeseen consequences arising from the booking contract.
 - d. **Valid Reasons for Exoneration:** The parties identify valid reasons that may lead to exoneration of liability, such as circumstances beyond the parties' control or situations that make contract performance impossible or unreasonable.
 - e. **Force Majeure:** Exoneration of liability may include force majeure events, such as natural disasters, wars, riots, strikes, or governmental actions, which render contract performance impossible.
 - f. **Actions by Third Parties:** The parties agree that actions by third parties, such as sabotage, cyber-attacks, or governmental interventions, may also lead to exoneration of liability, subject to evidence.
 - g. **Limitation of Liability:** Exoneration of liability may include limiting a party's financial liability in case of contract non-performance, thereby setting a maximum cap on recoverable damages.
 - h. **Mandatory Notification:** In the event that could potentially lead to exoneration of liability, the concerned party agrees to promptly notify the other party, providing all relevant details.
 - i. **Proof of Exoneration:** The party invoking exoneration of liability must provide sufficient evidence to support their claim, demonstrating that the conditions specified in the contract have been met.
 - j. **Consequences of Exoneration:** The parties agree that exoneration of liability releases the concerned party from any obligation or liability arising from the exoneration event, subject to contractual provisions.
 - k. **Maintaining Commitments:** Despite exoneration of liability, the parties commit to honoring all remaining contractual commitments and seeking alternative solutions to minimize negative impacts on the contractual relationship.
 - l. **Non-waiver Clause:** No provision related to exoneration of liability can be construed as a waiver of other rights or obligations not related to such exoneration, unless expressly stated otherwise.
 - m. **Liability for Gross Negligence:** The parties agree that exoneration of liability does not apply in cases of gross negligence or intentional breach of contract terms, which remain subject to legal action.
 - n. **Risk Allocation:** Exoneration of liability aims to balance risks between the parties and mitigate unforeseen or inevitable consequences that may arise within the contractual relationship.
 - o. **Legal Consultation:** The parties are encouraged to seek legal advice to ensure that exoneration of liability clauses are adequately drafted and compliant with applicable laws.
13. **Continuité de la Relation:** Despite the event cancellation, the client and Don Trotti commit to maintaining a professional and constructive relationship, exploring other collaboration opportunities, and working together to overcome challenges encountered.
- a. **Definition of Continuity:** Continuity of the relationship refers to the commitment of the parties to maintain a sustainable professional relationship even in the event of cancellation or termination of the booking contract.
 - b. **Maintenance of Communications:** The parties agree to maintain open and transparent communications even in case of cancellation, in order to discuss the reasons for cancellation and any alternative solutions that may be considered.
 - c. **Objective of Future Collaboration:** The continuity of the relationship aims to preserve the possibility of collaborating again in the future, despite current circumstances, and to maintain a positive relationship between the parties.
 - d. **Respect for Previous Commitments:** The parties commit to honoring all commitments made prior to cancellation and to resolving any outstanding issues in a professional and fair manner.
 - e. **Management of Impacts:** In the event of cancellation, the parties undertake to openly discuss the repercussions of such cancellation, particularly on financial commitments, promotional obligations, and the reputations of the involved parties.
 - f. **Exploration of Alternative Solutions:** The parties strive to find alternative solutions or compromises in case of cancellation, such as rescheduling the event, modifying contractual terms, or exploring other collaboration opportunities.

- g. **Communication with Concerned Third Parties:** In case of cancellation, the parties agree to promptly and professionally inform concerned third parties, such as event organizers, sponsors, or the public, to minimize inconvenience and negative impacts.
- h. **Maintenance of Trust:** The continuity of the relationship aims to uphold trust between the parties despite cancellation, demonstrating mutual commitment to resolving issues constructively and honoring agreements made.
- i. **Damage Control:** The parties commit to handling any damages caused by cancellation professionally and taking measures to mitigate these damages as much as possible.
- j. **Reevaluation of Contractual Terms:** In case of cancellation, the parties may consider reevaluating the terms of the booking contract to reflect new circumstances and lessons learned from this experience.
- k. **Commitment to Resolution:** The parties pledge to demonstrate goodwill and collaborate proactively to resolve any disputes arising from cancellation and to find mutually acceptable solutions.
- l. **Protection of Reputation:** The parties undertake to protect each other's reputation, even in case of cancellation, by avoiding defamatory statements or actions detrimental to the other party's image.
- m. **Clarity of Communications:** Continuity of the relationship involves clear and precise communication about the next steps following cancellation, including responsibilities and future commitments of the parties.
- n. **Maintenance of Professional Engagement:** The parties commit to maintaining a high level of professional engagement and courtesy in all interactions, even in case of disagreement or difficulties.
- o. **Non-Waiver Clause:** No provision related to the continuity of the relationship shall be construed as a waiver of other rights or obligations unrelated to such continuity, unless expressly stated otherwise.

Force majeure ————— 9

Definition: "Force Majeure" refers to unforeseen circumstances beyond the parties' control that make it impossible to fulfill the contract, such as natural disasters, wars, riots, strikes, epidemics, pandemics, acts of terrorism, government restrictions, severe accidents, etc.

1. **Notification:** In the event of force majeure, the affected party must immediately inform the other party in writing, providing a detailed description of the event and its impacts on the contract's performance.
 - a. **Definition of Notification:** Notification is a process through which contracting parties formally and officially communicate information, decisions, or relevant events related to the booking contract.
 - b. **Objective:** The primary objective of notification is to ensure clear, transparent, and effective communication between contracting parties throughout the duration of the contract, facilitating timely exchange of information.
 - c. **Form of Notification:** Notification can be conducted in writing, electronically, by registered mail with acknowledgment of receipt, by fax, or by any other means agreed upon between the parties.
 - d. **Content of Notification:** A notification typically includes information such as the identities of the sender and recipient, the date and time of the notification, and relevant details of the information being communicated.
 - e. **Types of Notifications:** Common types of notifications in the context of a booking contract include notifications regarding contractual changes, delays, suspensions, terminations, claims, requests for renegotiation, etc.
 - f. **Notification Deadlines:** The contract may specify specific deadlines for notification of certain events or decisions to ensure appropriate responsiveness and enable parties to take necessary actions promptly.
 - g. **Notification Recipients:** Notification recipients may include authorized representatives of the contracting parties as well as any other identified concerned parties in the contract.

- h. **Receipt of Notification:** A notification is deemed to have been received by the receiving party on the date of actual delivery, in accordance with contractual provisions or legal requirements.
 - i. **Receipt Confirmation:** It may be necessary for the sending party to request confirmation of receipt of the notification from the receiving party, particularly in cases where a response or action is required in return.
 - j. **Tracking Notifications:** Parties may maintain a register or tracking of notifications issued and received throughout the contract duration, for future reference and to ensure traceability of communications.
 - k. **Confidentiality:** Information contained in a notification may be subject to confidentiality obligations, and its disclosure may be limited to the contracting parties and any other authorized parties.
 - l. **Retention of Notifications:** All notifications and related documents are appropriately retained during the contract duration and after its termination, in accordance with contractual and legal requirements.
 - m. **Responses to Notifications:** In the event of a notification requiring a response or action from the receiving party, it is obligated to respond within specified deadlines and in accordance with provided instructions.
 - n. **Legal Compliance:** Notifications must comply with applicable laws and regulations, including requirements for form and content, as well as notification deadlines.
 - o. **Reference Provisions:** Notification provisions are typically included in a specific clause of the contract, specifying the terms and procedures for issuing and receiving notifications throughout the contract.
2. **Temporary Suspension:** The obligations of the parties shall be suspended for the duration of the force majeure event, and the parties shall endeavor to resume contract performance as soon as circumstances allow.
- a. **Definition of Temporary Suspension:** Temporary suspension is a contractual provision that allows a party to temporarily suspend the performance of its contractual obligations for a specified and justified period.
 - b. **Objective:** The primary objective of temporary suspension is to enable a party to temporarily halt its contractual obligations in exceptional circumstances while preserving the rights and interests of the contracting parties.
 - c. **Conditions for Suspension:** The conditions and terms of temporary suspension are typically defined in a specific clause of the contract, outlining the circumstances under which suspension may be considered.
 - d. **Reasons for Suspension:** Common reasons for temporary suspension may include events of force majeure, excused delays, labor conflicts, funding issues, or other unforeseen or exceptional circumstances.
 - e. **Notification:** In case there is a need to temporarily suspend the performance of contractual obligations, the affected party is required to immediately notify the other party of its decision, along with the reasons and the expected duration of the suspension.
 - f. **Justification:** The party requesting temporary suspension may be required to provide appropriate justification and evidence to demonstrate the necessity and legitimacy of the suspension.
 - g. **Duration of Suspension:** The duration of temporary suspension is typically predetermined in the suspension notice and may be extended if justified and agreed upon by all relevant parties.
 - h. **Effects of Suspension:** During the period of temporary suspension, the contractual obligations of the suspended party are frozen, and it is temporarily relieved from any responsibility to perform those obligations.
 - i. **Maintenance of Rights:** Temporary suspension does not affect the rights and contractual obligations of parties other than the suspended party, which remain in force during the suspension period.
 - j. **Reporting:** Parties may agree to provide regular reports on the status of temporary suspension, including progress made and forecasts for resumption of activities.
 - k. **Consultation:** During the suspension period, parties may be required to consult regularly to assess the situation, discuss mitigation measures, and agree on conditions for resumption.
 - l. **Resumption Clause:** The contract may include a clause specifying the conditions and terms for resuming activities after the end of the temporary suspension, including resumption timelines and steps to follow.

- m. **Contractual Revisions:** In case of prolonged or repeated temporary suspension, parties may consider revising the contract terms to account for changes in conditions or associated risks.
 - n. **Consequences of Non-Compliance:** The consequences of failing to comply with the terms of temporary suspension are specified in the contract, including available remedies in case of non-compliance with contractual obligations.
 - o. **Legal Provisions:** Provisions regarding temporary suspension comply with applicable laws and regulations and may be subject to interpretation by courts in case of dispute.
3. **Excused Delay:** Delays or failures in performance caused by a force majeure event will not be considered breaches of the contract and will not lead to claims or penalties for non-compliance with deadlines.
- a. **Definition of Excused Delay:** An excused delay is a contractual provision that specifies circumstances under which a delay in the performance of contractual obligations is considered justified and excusable.
 - b. **Objective:** The primary objective of an excused delay is to recognize and provide for exceptional or unforeseen situations that may prevent a party from meeting agreed deadlines without suffering adverse consequences.
 - c. **Excused Circumstances:** Excused circumstances may include force majeure events such as natural disasters, armed conflicts, civil unrest, widespread strikes, pandemics, etc.
 - d. **Notification:** In case of an excused delay, the affected party is required to immediately notify the other party of the occurrence of the excused event and its impact on the performance of contractual obligations.
 - e. **Evidence of Excused Delay:** The party invoking an excused delay may need to provide sufficient evidence to demonstrate that the delay was indeed caused by excused circumstances and was beyond their control.
 - f. **Consequences of Excused Delay:** Subject to specific contract provisions, an excused delay may result in adjustments to delivery times or contractual deadlines to account for lost time.
 - g. **Absence of Penalties:** Generally, an excused delay does not lead to penalties or sanctions for failure to meet deadlines, provided that the affected party acted diligently to minimize the impact of the delay.
 - h. **Reporting:** Parties may agree to provide regular reports on the status of excused events and efforts made to mitigate associated delays.
 - i. **Limits of Excused Delay:** Parties may agree on certain limits or conditions regarding the application of excused delay, such as the maximum duration of the delay or specific events that can be invoked as excused circumstances.
 - j. **Consultation:** In case of an excused delay, parties may be required to consult and cooperate to find alternative solutions to minimize disruptions and restore normal contract performance as soon as possible.
 - k. **Notification of End of Excused Delay:** Once excused circumstances have ceased to exist, the affected party must promptly notify the other party that the excused delay has ended and resume performance of contractual obligations without undue delay.
 - l. **Documentation:** All communications, decisions, and actions related to an excused delay are appropriately documented for future reference and to establish the affected party's diligence.
 - m. **Contractual Revisions:** In case of prolonged or repeated excused delays, parties may consider revising contract terms to account for changes in conditions or associated risks.
 - n. **Disclaimer Clause:** Parties may include a disclaimer clause specifying that neither party will be held liable for excused delays, subject to certain conditions and limitations.
 - o. **Legal Provisions:** Provisions concerning excused delay comply with applicable laws and regulations and may be subject to interpretation by courts in case of disputes.
4. **Impact Assessment:** The parties commit to collaborate in good faith to assess the impacts of the force majeure event on the contract's performance and to seek alternative solutions to mitigate these impacts to the extent possible.
- a. **Impact Assessment Definition:** Impact assessment involves analyzing the potential consequences and effects of decisions, actions, or events on stakeholders, operations, and outcomes of the booking contract.
 - b. **Objective:** The primary goal of impact assessment is to proactively understand and evaluate the expected or potential effects of an action or event to make informed decisions and minimize risks.

- c. **Scope of Assessment:** Impact assessment can cover a wide range of areas, including financial, operational, environmental, social, and legal aspects of the booking contract.
 - d. **Impact Identification:** The process entails identifying potential impacts, both positive and negative, on stakeholders, resources, environment, reputation, and other relevant aspects of the contract.
 - e. **Risk Analysis:** Impact assessment often includes a risk analysis of each identified impact, evaluating the likelihood of occurrence and the magnitude of consequences.
 - f. **Stakeholder Consultation:** Involved stakeholders are consulted during the impact assessment process to gather their perspectives, concerns, and contributions to the analysis.
 - g. **Assessment Methods:** Various assessment methods can be employed, such as quantitative and qualitative analyses, predictive models, case studies, and expert consultations.
 - h. **Financial Evaluation:** Impact assessment may involve financial analysis to assess costs, benefits, and financial implications associated with each identified impact.
 - i. **Operational Assessment:** The impact on operations and operational processes is evaluated to understand how decisions or events will affect daily activities and overall contract performance.
 - j. **Environmental Assessment:** Environmental impact, including ecological, climate-related, and sustainability aspects, is assessed to identify environmental implications of proposed actions or events.
 - k. **Social Assessment:** Impacts on local communities, employees, customers, and other social stakeholders are examined to understand social and societal implications of the booking contract.
 - l. **Legal Assessment:** Legal impacts, including litigation risks, regulatory non-compliance, and legal liability, are assessed to ensure the contract complies with applicable laws and regulations.
 - m. **Forecasting and Scenarios:** Impact assessment may involve developing forecasts and scenarios to anticipate potential outcomes under different future conditions or contexts.
 - n. **Action Plan:** Based on impact assessment findings, an action plan is developed to mitigate risks, maximize opportunities, and enhance overall management of the booking contract.
 - o. **Monitoring and Continuous Evaluation:** Impact assessment is an ongoing process that requires regular monitoring and continuous evaluation to ensure mitigation measures are effective and expected outcomes are achieved.
5. **Contract Renegotiation:** In the event of a significant extension of the force majeure event, the parties may agree to renegotiate certain terms of the contract, such as deadlines, obligations, or payment terms, to accommodate the new circumstances.
- a. **Contract Renegotiation:** Contract renegotiation refers to the process by which Don Trotti and the client review and adjust the terms and conditions of the booking contract after its initial conclusion.
 - b. **Objective:** The primary objective of contract renegotiation is to adapt contractual provisions to changes in circumstances, the parties' needs, or unforeseen developments since the initial contract was signed.
 - c. **Conditions for Renegotiation:** The conditions and terms of contract renegotiation are typically defined in a specific clause of the initial contract, specifying the circumstances under which renegotiation may be considered.
 - d. **Reasons for Renegotiation:** Common reasons for contract renegotiation may include changes in parties' needs, legislative or regulatory changes, changes in the business environment, or major unforeseen events.
 - e. **Renegotiation Request:** The request for contract renegotiation may be initiated by either party, usually through written notification to the other party stating the reasons and objectives of the renegotiation.
 - f. **Discussion and Negotiation:** Upon receiving the renegotiation request, the parties engage in discussions to identify points for renegotiation, discuss proposed changes, and reach agreement on revised contract terms.
 - g. **Transparency:** The parties commit to transparency throughout the renegotiation process, sharing all relevant information and negotiating in good faith to achieve a mutually acceptable agreement.

- h. **Legal Consultation:** It may be advisable for the parties to consult their respective legal advisors during the renegotiation process to ensure proposed changes are compliant with the law and protect their interests.
 - i. **Ratification:** Once the parties reach agreement on revised contract terms, it is ratified in writing and signed by the parties to formalize the agreement.
 - j. **Contractual Amendments:** All changes to the initial contract are documented in writing and incorporated into the revised contract in the form of an amendment or contractual modification.
 - k. **Effective Date:** The effective date of revised contract terms is specified in the amendment or contractual modification and may be retroactive to the renegotiation request date or any other agreed-upon date.
 - l. **Notification to Third Parties:** If necessary, the parties may be required to notify any substantial contract modifications to other affected parties, such as suppliers, subcontractors, or regulatory authorities.
 - m. **Document Retention:** All documents related to contract renegotiation, including requests, proposals, correspondences, and final agreements, are appropriately retained for future reference.
 - n. **Continued Commitment:** Even after contract renegotiation, the parties commit to adhering to agreed terms and conditions and continuing their collaboration in a mutually beneficial manner.
 - o. **Periodic Review:** Renegotiated contracts may be subject to periodic review to accommodate additional changes in circumstances or parties' needs over time.
6. **Exoneration of Liability:** Neither party shall be held liable for damages, losses, or harm arising from a force majeure event, provided that it has taken all reasonable measures to mitigate its effects.
- a. **Definition of Liability Exemption:** Liability exemption is a contractual provision whereby Don Trotti and the client agree to limit or exclude their liability under certain specified circumstances in the booking contract.
 - b. **Objective:** The main objective of liability exemption is to clearly define the limits of each party's liability, reducing potential litigation risks and protecting the parties' interests.
 - c. **Scope of Exemption:** The scope of liability exemption is determined by the specific terms and conditions of the contract, and it may apply to various types of damages, losses, or claims.
 - d. **Disclaimer Clause:** The contract may include an explicit disclaimer clause where Don Trotti and the client mutually release each other from liability for certain specified risks or events.
 - e. **Limitation of Liability:** In addition to exemption, the contract may also provide for limitation of liability, setting a maximum amount for which a party can be held liable in case of damages or losses.
 - f. **Exempted Circumstances:** The circumstances under which liability exemption applies are clearly defined in the contract, and they may include events such as force majeure, actions by third parties, accidents, or unforeseen events.
 - g. **Indirect Liability:** Liability exemption may also cover indirect liability, such as loss of revenue, consequential damages, or indirect financial losses.
 - h. **Contractual Obligations:** Liability exemption does not exempt parties from fulfilling their specified contractual obligations in the booking contract.
 - i. **Strict Interpretation:** Liability exemption clauses are interpreted strictly, and any ambiguity is typically interpreted in favor of the less protected party.
 - j. **Consequences of Exemption:** Liability exemption can have significant consequences on the rights and remedies of the parties in case of dispute, so it is crucial to fully understand its implications.
 - k. **Notification:** Parties may be required to notify each other of any potential claims that could give rise to liability exemption, in accordance with the contract provisions.
 - l. **Divisibility:** If any part of the liability exemption clause is deemed invalid or unenforceable, the remainder of the clause and contract remains in effect to the extent permitted by law.
 - m. **Dispute Resolution:** In case of disputes regarding the interpretation or application of liability exemption, parties may be required to resort to alternative dispute resolution methods, such as mediation or arbitration.
 - n. **Informed Consent:** It is important for parties to consent knowingly to liability exemption, fully understanding the risks and implications of this contractual provision.

- a. **Periodic Review:** Liability exemption clauses should be periodically reviewed to account for changes in circumstances, applicable laws, and business practices to ensure their continued relevance and effectiveness.
7. **Insurance:** The parties agree that each party is responsible for obtaining adequate insurance to cover risks related to a force majeure event, according to the needs and practices of their respective industry.
 - a. **Definition of Insurance:** Insurance refers to the contract whereby an insurance company agrees to cover specified risks for Don Trotti and the client in exchange for a premium.
 - b. **Types of Insurances:** There are different types of insurances that may be relevant within the framework of the booking contract, including liability insurance, cancellation insurance, accident insurance, etc.
 - c. **Liability Insurance:** Liability insurance protects Don Trotti and the client against third-party claims for bodily injury, property damage, or losses incurred during performances or events related to the booking contract.
 - d. **Cancellation Insurance:** Cancellation insurance covers expenses incurred in case of event cancellation or postponement due to reasons beyond the parties' control, such as illness, extreme weather conditions, or social conflicts.
 - e. **Accident Insurance:** This insurance provides coverage in case of accidents or injuries sustained by Don Trotti or team members during performances or travel related to the booking contract.
 - f. **Property Insurance:** This insurance covers damages or loss of equipment or material used during performances or events associated with the booking contract.
 - g. **Coverage Amount:** The parties determine the amount of insurance coverage needed based on the risks involved and contractual requirements, ensuring it is adequate to cover potential losses.
 - h. **Insurance Premium:** The insurance premium is the amount paid to the insurance company for the coverage provided, typically based on risk level, insured value, and other factors.
 - i. **Coverage Duration:** The insurance coverage period is specified in the contract, taking into account the duration of the performances or events covered.
 - j. **Conditions and Exclusions:** The terms and exclusions of the insurance policy are clearly defined in the contract, and it is important for the parties to fully understand their rights and obligations under the policy.
 - k. **Claims Notification:** In case of a claim, parties are required to notify the insurance company of any potential claims within specified deadlines to ensure proper coverage.
 - l. **Claims Procedure:** Parties must follow the claims procedures established by the insurance company to obtain prompt and fair compensation in case of a claim.
 - m. **Coordination with Other Insurances:** If Don Trotti or the client are already covered by other relevant insurance policies, it is important to coordinate coverage to avoid double insurance or coverage gaps.
 - n. **Insurance Renewal:** It is the responsibility of the parties to ensure timely renewal of insurance to avoid any interruption in coverage during the booking contract period.
 - o. **Assessment of Needs:** Parties must periodically reassess their insurance needs to ensure that coverage remains adequate and appropriate based on changing circumstances and risks.
8. **Proofs:** In case of dispute arising from a force majeure event, the party invoking the event must provide sufficient evidence to demonstrate that the force majeure conditions were met and that their inability to perform the contract was reasonably justified.
 - a. **Definition of Evidence:** Evidence refers to documents, records, testimonies, or other items used to substantiate facts or allegations within the scope of the booking contract.
 - b. **Importance of Evidence:** Evidence is crucial for establishing the truth of assertions, resolving disputes, and defending the rights and interests of the parties in case of litigation.
 - c. **Types of Evidence:** Evidence can take various forms, such as written contracts, invoices, bank statements, emails, audio or video recordings, third-party testimonies, etc.
 - d. **Authenticity:** Evidence must be authentic and reliable to be admissible, often requiring verification of its origin and integrity.
 - e. **Retention of Evidence:** Parties are required to carefully retain all relevant evidence related to the booking contract, ensuring it remains accessible and usable if needed.
 - f. **Proper Documentation:** It is critical to appropriately document all transactions, communications, and decisions to establish a clear and comprehensive audit trail.

- g. **Date and Time:** When relevant, evidence should be dated and timestamped to establish the precise timing of events.
 - h. **Integrity:** Evidence must be preserved in its original state, without alteration or manipulation, to ensure its integrity and reliability.
 - i. **Consent:** The use of evidence sometimes requires the consent of the involved parties, especially concerning audio or video recordings or confidential communications.
 - j. **Admissibility:** Evidence must be relevant and admissible to be used in litigation or legal proceedings, in accordance with applicable rules of evidence.
 - k. **Confidentiality:** When evidence contains confidential or sensitive information, it is important to protect its confidentiality as per contract provisions and applicable laws.
 - l. **Testimonies:** Third-party testimonies can be significant evidence in certain cases, but they must be collected appropriately and documented carefully.
 - m. **Expertise:** In some cases, it may be necessary to rely on technical or professional experts to provide specialized evidence or to testify as expert witnesses.
 - n. **Admission:** Evidence must be presented in an admissible manner and in compliance with procedural rules to be considered by the court or arbitrator in a dispute.
 - o. **Evaluation:** Evidence is evaluated based on its credibility, relevance, and probative value to determine its impact on the outcome of the dispute.
9. **Reasonable Diligence:** The parties commit to exercising reasonable diligence to mitigate the effects of force majeure events and to take all reasonable measures to minimize any resulting losses or damages.
- a. **Definition of Reasonable Diligence:** Reasonable diligence refers to the degree of care, attention, and effort that Don Trotti and the client are required to exert in the performance of their contractual obligations.
 - b. **Standard of Conduct:** Reasonable diligence demands that the parties act with the level of prudence and competence expected of qualified professionals in similar circumstances.
 - c. **Responsibility:** The parties are accountable for exercising reasonable diligence in all their interactions and transactions related to the booking contract, ensuring their actions conform to applicable professional and ethical standards.
 - d. **Duty of Vigilance:** Reasonable diligence entails a constant obligation of vigilance to detect and prevent potential risks, errors, or contractual breaches.
 - e. **Risk Assessment:** The parties must carefully assess the risks associated with their contractual activities and implement appropriate mitigation measures to reduce these risks to an acceptable level.
 - f. **Understanding Contract Terms:** Acting with reasonable diligence involves fully understanding the terms and conditions of the booking contract, as well as their obligations and responsibilities under it.
 - g. **Expert Consultation:** If necessary, the parties may be required to seek advice from qualified experts to ensure conduct in line with standards of reasonable diligence.
 - h. **Documentation:** Proper documentation of all decisions, actions, and communications is crucial to demonstrate the exercise of reasonable diligence and to prevent future disputes.
 - i. **Responsiveness:** Parties must be responsive to potential issues or information requests raised by the other party, taking appropriate actions within specified timelines.
 - j. **Training and Development:** Investing in staff training and skill development is integral to exercising reasonable diligence, ensuring employees possess the knowledge and skills necessary to fulfill their duties successfully.
 - k. **Performance Review:** Regular review of performance and operational practices helps identify improvement opportunities and reinforces commitment to reasonable diligence.
 - l. **Conflict of Interest Management:** Parties must be vigilant to avoid potential conflicts of interest that could compromise their ability to act with reasonable diligence in contract execution.
 - m. **Transparency:** Transparency is essential in exercising reasonable diligence, providing accurate and comprehensive information to the other party and disclosing any conflicts of interest or relevant information.
 - n. **Personal Accountability:** Every individual involved in contract execution is personally responsible for exercising reasonable diligence in carrying out their roles and responsibilities.

- o. **Continuous Improvement:** Exercising reasonable diligence is an ongoing process requiring regular evaluation and continuous improvement of practices and processes to meet evolving circumstances and professional standards.
10. **Continuous Communication:** The parties commit to maintaining open and continuous communication throughout the duration of the force majeure event, sharing all relevant information and collaborating to find solutions to encountered problems.
- a. **Continuous Communication:** Continuous communication refers to maintaining regular and open exchange of information between Don Trotti and the client throughout the duration of the booking contract.
 - b. **Objective:** The primary objective of continuous communication is to foster effective collaboration and proactive management of activities related to the contract, enabling quick issue resolution and maximizing opportunities.
 - c. **Communication Channels:** Parties designate appropriate communication channels to facilitate rapid and reliable transmission of information, including in-person meetings, phone calls, emails, and instant messaging platforms.
 - d. **Frequency of Communications:** Communication frequency is determined by the nature and complexity of activities covered by the contract, with scheduled regular exchanges and ad hoc updates as needed.
 - e. **Responsible Persons:** Designated individuals are responsible for communication as per the contract, with clearly identified points of contact for each party to ensure effective coordination.
 - f. **Information Sharing:** Parties commit to sharing all relevant contract-related information, including performance updates, schedule changes, logistical needs, and challenges encountered.
 - g. **Transparency:** Transparency is crucial in continuous communication, promoting open and honest exchange of information to foster mutual trust and shared understanding.
 - h. **Confidentiality:** While promoting transparency, parties also respect the confidentiality of sensitive or commercially confidential information shared during communications.
 - i. **Responsiveness:** Parties pledge to be responsive to incoming communications, promptly addressing information requests or concerns raised by the other party.
 - j. **Documentation:** Important communications are appropriately documented to ensure a written record of agreements, decisions, and information exchanges throughout the contract.
 - k. **Action Tracking:** Agreed actions from communications are tracked and documented to ensure effective implementation and follow-up as necessary.
 - l. **Problem Solving:** Continuous communication facilitates proactive resolution of issues and disputes by quickly identifying potential problems and developing appropriate action plans.
 - m. **Strategic Alignment:** Continuous communications help maintain strategic alignment between Don Trotti's and the client's objectives, ensuring all activities align with agreed business goals.
 - n. **Performance Evaluation:** Performance is regularly assessed and discussed during continuous communications, identifying areas of success and improvement opportunities.
 - o. **Continuous Improvement:** Continuous communication fosters a culture of continuous improvement, encouraging parties to constantly seek ways to optimize their collaboration and operational efficiency.
11. **Suspension Clause:** The contract may include a specific clause allowing for the temporary suspension of its provisions during the duration of the force majeure event, with precise mechanisms for its implementation and lifting.
- a. **Suspension Clause:** The suspension clause allows a party to temporarily suspend the performance of certain obligations under the contract in specific circumstances defined within the contract.
 - b. **Objective:** The primary objective of the suspension clause is to enable parties to temporarily suspend their contractual obligations in exceptional situations where performance of the contract becomes impossible or impracticable.
 - c. **Conditions for Suspension:** The conditions triggering suspension are clearly defined in the contract and may include events such as force majeure, unforeseen circumstances, or serious contractual breaches.
 - d. **Notification:** The party wishing to exercise the right of suspension must notify the other party of its decision to suspend contract performance, specifying the reasons and the expected duration of the suspension.

- e. **Effects of Suspension:** During the suspension period, the suspended obligations are not performed, but the contract remains in force, and other non-suspended obligations remain effective.
 - f. **Duration of Suspension:** The duration of suspension is determined by the parties in the contract and may be revised based on changing circumstances.
 - g. **Financial Consequences:** The financial implications of suspension, such as pending payments or schedule adjustments, are specified in the contract.
 - h. **Mitigation Obligation:** During the suspension period, parties are obligated to take reasonable steps to mitigate the consequences of suspension and to resume contract performance as soon as circumstances allow.
 - i. **Consultation:** Parties may be required to consult each other during the suspension period to discuss mitigation measures and recovery plans.
 - j. **Resumption of Performance:** Once the circumstances leading to suspension have ended, parties are required to resume contract performance promptly.
 - k. **Notification of End of Suspension:** The party exercising the right of suspension must notify the other party of the end of suspension as soon as circumstances allow.
 - l. **Consequences of Non-Notification:** Failure to comply with the obligation to notify suspension may result in consequences for the defaulting party, such as damages or contractual penalties.
 - m. **Exclusivity of Suspension:** The suspension clause affects only the obligations specifically mentioned in the contract and does not affect other rights or remedies available under the contract.
 - n. **Consequences in Case of Abuse:** Abuse of the right of suspension may be considered a breach of contract, leading to consequences such as contract termination or damages.
 - o. **Revision of the Clause:** The suspension clause may be periodically revised to accommodate changes in circumstances or to further clarify the rights and obligations of the parties in case of suspension.
12. **Protection of Interests:** The parties commit to mutually safeguarding their legitimate interests throughout the duration of the force majeure event, avoiding any action or omission that could jeopardize the contractual relationship.
- a. **Definition of the protection of interests:** Protection of interests aims to ensure that the rights, assets, and business objectives of Don Trotti and the client are preserved and defended throughout the booking contract.
 - b. **Objective:** The primary objective of protecting interests is to ensure that parties can fully leverage the benefits of the contract while minimizing potential risks and losses.
 - c. **Identification of Interests:** Parties identify and clearly define their respective interests at the beginning of the contract, considering business objectives, contractual obligations, and mutual expectations.
 - d. **Balance of Interests:** It is essential to seek a balance between Don Trotti's and the client's interests to ensure a harmonious and mutually beneficial working relationship.
 - e. **Transparency:** Transparent communication is crucial to protect interests, enabling parties to fully understand the implications of their actions and decisions.
 - f. **Risk Management:** Protecting interests includes proactive risk management, identifying, evaluating, and mitigating potential threats to parties' objectives and assets.
 - g. **Documentation:** All significant transactions and agreements are appropriately documented to ensure a written record of decisions made and commitments undertaken.
 - h. **Legal Compliance:** Activities and decisions within the booking contract comply with applicable laws, regulations, and professional standards to protect parties' legal interests.
 - i. **Confidentiality:** Protecting interests also involves preserving the confidentiality of sensitive information and strategic business data exchanged between parties.
 - j. **Fair Negotiation:** Contract clauses are negotiated fairly and equitably to protect the interests of each party without prejudice to the other.
 - k. **Conflict Management:** In case of conflict or disagreement, conflict resolution mechanisms are established to protect parties' interests while promoting swift and effective dispute resolution.
 - l. **Monitoring:** Regular monitoring of performance and progress ensures that agreed-upon objectives and interests are upheld throughout the contract.
 - m. **Adaptation to Changes:** Interests may evolve over time, and the booking contract must be able to adapt to these changes to continue effectively protecting the parties.

- n. **Expert Consultation:** Legal, financial, or professional advice may be sought as needed to ensure adequate protection of interests.
 - o. **Continual Engagement:** Protecting interests is an ongoing commitment throughout the contract, requiring constant vigilance and responsiveness to changes in circumstances or market conditions.
13. **Definition of Gradual Restoration:** After the end of the force majeure event, the parties will endeavor to gradually resume contract execution and minimize any additional delays or disruptions that may result.
- a. **Definition of Gradual Recovery:** Gradual recovery refers to the phased resumption of business or artistic activities after a period of interruption due to unforeseen circumstances such as force majeure.
 - b. **Objective:** The primary objective of gradual recovery is to enable Don Trotti and the client to return to normal operation in a progressive and secure manner after a period of interruption.
 - c. **Recovery Plan:** The booking contract may include a detailed gradual recovery plan outlining specific steps to be taken to resume activities progressively.
 - d. **Risk Assessment:** Before implementing the gradual recovery plan, parties must assess potential risks and implement appropriate mitigation measures.
 - e. **Priorities:** The gradual recovery plan may prioritize restarting activities, paying particular attention to critical aspects such as safety, regulatory compliance, and customer satisfaction.
 - f. **Communication:** Clear and transparent communication is crucial during the gradual recovery process to inform all stakeholders of actions taken and expected timelines.
 - g. **Coordination:** Gradual recovery requires close coordination between Don Trotti, the client, and other business partners or suppliers involved in the process.
 - h. **Flexibility:** The gradual recovery plan should be flexible enough to adapt to unforeseen changes or evolving circumstances that may arise during its implementation.
 - i. **Monitoring and Evaluation:** Regular monitoring and evaluation of progress against the gradual recovery plan help identify potential obstacles and make necessary adjustments.
 - j. **Employee Support:** Gradual recovery may also include measures to support employees, such as training or reintegration programs, to facilitate a smooth transition back to full operation.
 - k. **Resource Management:** Effective resource management, including finances, personnel, and equipment, is essential to ensure the success of gradual recovery.
 - l. **Return to Normal:** The ultimate goal of gradual recovery is to return to normal operation as quickly as possible, minimizing disruptions for Don Trotti, the client, and their partners.
 - m. **Lessons Learned:** The gradual recovery process provides an opportunity to learn from past experiences and enhance the resilience of Don Trotti and the client in facing future crises.
 - n. **External Communication:** In addition to internal communication, transparent communication with clients, partners, and other external stakeholders is crucial to maintain trust and credibility during the gradual recovery process.
 - o. **Future Planning:** Gradual recovery can also serve as a foundation for long-term strategic planning, identifying improvement opportunities and preventive measures to minimize future risks.
14. **Waiver:** No waiver of a force majeure event under the contract implies a waiver of other force majeure events occurring subsequently, unless expressly stated otherwise by the parties.
- a. **Definition of Waiver:** Waiver refers to the act by which a party waives the exercise of a right or claim under the booking contract, despite the other party's failure to fulfill its contractual obligations.
 - b. **Nature of Waiver:** Waiver can be express or implied, and may be temporary or permanent depending on the circumstances and intentions of the parties.
 - c. **Waivable Rights:** All rights and claims under the booking contract may be waived, unless expressly stated otherwise in the contract.
 - d. **Express Will:** For a waiver to be valid, it must result from the express will of the waiving party and must be clearly and specifically formulated.
 - e. **Consideration:** Generally, no additional consideration is required for a waiver to be valid, unless explicitly required by the booking contract.
 - f. **Limit of Waiver:** A waiver cannot extend beyond the rights or claims expressly waived, and cannot be interpreted as a waiver of other rights or claims not mentioned.

- g. **Partial Waiver:** A waiver can be partial, affecting only part of the waiving party's rights or claims, without affecting other rights or claims not waived.
- h. **Reversible Waiver:** Generally, a waiver can be reversible, provided that the waiving party has not acted detrimentally based on the waiver.
- i. **Effect on Obligations:** Waiver does not affect the parties' remaining obligations under the booking contract, unless expressly stated otherwise in the contract.
- j. **Non-Waiver Clause:** The failure of a party to exercise a right or claim does not constitute a waiver of that right or claim, unless a non-waiver clause is expressly included in the contract.
- k. **Protection of Rights:** The ability to waive a right or claim does not limit the parties' ability to enforce their rights in the future in case of continued non-compliance with contractual obligations.
- l. **Amicable Resolution:** Parties may agree to waive rights or claims as part of an amicable resolution of disputes, aiming to preserve the business relationship and avoid prolonged litigation.
- m. **Written Documentation:** Any waiver of rights or claims must be documented in writing to avoid ambiguity or future dispute.
- n. **Legal Consultation:** Before waiving rights or claims, parties are advised to seek legal counsel to fully understand the legal and commercial consequences of their decision.
- o. **Periodic Review:** Parties may periodically review waivers granted to ensure their continued relevance in light of changing circumstances and business needs.

Confidentiality ————— 10

Definition: The parties acknowledge and agree that certain information exchanged under this agreement may be considered confidential, meaning it must be protected against unauthorized disclosure.

1. **Objective of the definition:** The definition section sets forth the terms and expressions used in the booking contract and clarifies their meanings to avoid any confusion or misinterpretation.
 - a. **Interpretation:** The terms defined in this section are interpreted as having the meaning attributed to them, unless otherwise indicated in the contract.
 - b. **Applicability:** The definitions set forth in this section apply to the entire booking contract, including all annexes and subsequent amendments agreed upon by the parties.
 - c. **Defined Terms:** This section identifies and defines key terms used in the contract, such as "Artist," "Promoter," "Performance," "Event," "Fees," "Payment," "Cancellation," etc.
 - d. **Specific Terminology:** Terms specific to the music and entertainment industry are also defined, such as "Technical Rider," "Hospitality," "Merchandising," etc.
 - e. **Clarity and Consistency:** The definition of terms aims to ensure clarity and consistency throughout the contract, thereby facilitating mutual understanding between the parties.
 - f. **Uniform Use:** Defined terms must be used uniformly and consistently throughout the contract, thereby avoiding any ambiguity or contradiction.
 - g. **Legal Compatibility:** The definitions comply with applicable legal principles and standards, thereby ensuring their validity and enforceability.
 - h. **Illustrative Examples:** Where helpful, illustrative examples may be provided to further clarify the meaning of defined terms.
 - i. **Singular and Plural:** Where applicable, definitions specify whether a given term applies in the singular or plural, enabling consistent usage.
 - j. **Cross-References:** Defined terms may be cross-referenced in other parts of the contract, thereby facilitating navigation and understanding of the document as a whole.
 - k. **Contract Language:** Definitions are drafted in the primary language of the contract but may be translated into other languages as necessary, with the original version prevailing in case of divergence.

- I. **Limitation of Liability:** The definition section may include limitations of liability regarding the use of defined terms, emphasizing that their interpretation remains subject to the overall context of the contract.
 - m. **Periodic Revision:** Definitions may be periodically revised to account for industry developments or business practices, ensuring their ongoing relevance.
 - n. **Non-Waiver Clause:** Finally, a non-waiver clause may be included to stipulate that failure to exercise a right or provision does not constitute a waiver of that right or provision.
2. **Scope:** Confidentiality applies to all information, data, documents, and discussions exchanged between the client and Don Trotti in the course of their professional relationship, including but not limited to information regarding promotion strategies, finances, and future projects.
 - a. **Definition of Scope:** The scope of the booking contract refers to the limits and extents of each party's obligations, rights, and responsibilities during the contract period.
 - b. **Objective of Scope:** The primary objective of defining the scope of the contract is to clarify the expectations and commitments of each party, thereby facilitating effective and harmonious execution of the booking contract.
 - c. **Scope of Booking Contract:** The scope of the booking contract encompasses all aspects related to the management, promotion, and execution of Don Trotti's performances, as well as the client's obligations as a promoter.
 - d. **Services Provided by Don Trotti:** The scope includes specific services provided by Don Trotti, such as live performances, recording sessions, interviews, and any other services agreed upon in the contract.
 - e. **Promotion and Marketing:** The scope also encompasses promotional and marketing efforts to be undertaken by Don Trotti or the client to maximize visibility and appeal of the performances.
 - f. **Logistical Management:** Logistic management activities, such as tour planning, travel coordination, and accommodation organization, are also included within the scope of the contract.
 - g. **Intellectual Property Rights:** The scope covers issues concerning intellectual property rights, including the use of Don Trotti's trademarks, logos, and works for promotion and marketing of performances.
 - h. **Client Responsibilities:** The scope specifies the client's responsibilities as a promoter, such as providing technical equipment, managing ticketing, and ensuring optimal performance conditions.
 - i. **Performance Standards:** Expectations regarding quality, safety, and compliance with professional standards during Don Trotti's performances are included in the scope of the contract.
 - j. **Cross-Promotion:** Provisions regarding cross-promotion between Don Trotti and other associated artists or events may also be included in the scope of the contract.
 - k. **Duration and Payment Terms:** The scope defines the duration of the booking contract and the agreed payment terms, including payment schedules, deposits, and revision conditions.
 - l. **Risk Management:** Provisions related to risk management, such as force majeure clauses and necessary insurances, may also be explicitly defined within the scope.
 - m. **Communication and Reporting:** The scope may include requirements for communication and reporting between the parties, including reporting frequencies, formats, and recipients.
 - n. **Evaluation and Review:** Performance evaluation and review mechanisms, as well as procedures for resolving issues or divergences, may also be specified within the scope.
 - O. **Non-Waiver Clause:** Finally, the scope may include a non-waiver clause stipulating that the failure of either party to exercise a right or provision does not constitute a waiver of that right or provision.
3. **Confidentiality Commitment:** The parties commit to maintaining the confidentiality of all confidential information to which they have access during the term of their collaboration and after the termination of this agreement.
 - a. **Definition of Confidentiality Commitment:** The confidentiality commitment refers to the obligation of the parties to protect sensitive and confidential information exchanged under the booking contract against unauthorized disclosure.

- b. **Objective of the Commitment:** The primary objective of the confidentiality commitment is to ensure the confidentiality, integrity, and security of exchanged information, thereby preserving its commercial value and utility.
 - c. **Scope of the Commitment:** The confidentiality commitment applies to all sensitive and confidential information disclosed between the parties during the term of the booking contract, regardless of format or medium.
 - d. **Definition of Sensitive Information:** Sensitive information includes all business, financial, personal, or technical information disclosed and designated as confidential by the parties.
 - e. **Confidentiality:** The parties commit to maintaining the confidentiality of sensitive information and not disclosing it to any third party without prior consent, except as expressly permitted by the booking contract.
 - f. **Restricted Use:** Sensitive information may only be used for specific activities outlined in the booking contract and may only be disclosed to third parties to the extent necessary for contract performance.
 - g. **Protection Against Unauthorized Disclosure:** The parties take all reasonable measures to protect sensitive information against unauthorized disclosure, limiting access to the information and employing appropriate security measures.
 - h. **Responsibility:** Each party is responsible for safeguarding the sensitive information it receives and may be held accountable for unauthorized disclosure or breach of the confidentiality commitment.
 - i. **Subcontractors and Employees:** The parties ensure that their subcontractors and employees also adhere to confidentiality obligations and take measures to ensure the confidentiality of sensitive information.
 - j. **Retention of Confidentiality:** The confidentiality of sensitive information is preserved even after the termination of the booking contract, unless the information becomes publicly known through means other than a breach of the contract.
 - k. **Limited Exceptions:** Exceptions to the confidentiality commitment are limited and must be expressly authorized by the parties, ensuring that sensitive information is protected to the extent possible.
 - l. **Communication of Commitment:** The parties clearly communicate confidentiality obligations to all employees and subcontractors with access to sensitive information, ensuring they understand their responsibilities regarding confidentiality.
 - m. **Survival Clause:** Confidentiality obligations survive the termination or expiration of the booking contract, ensuring that sensitive information remains protected even after the contractual relationship ends.
 - n. **Non-Waiver Clause:** No delay or waiver in exercising or enforcing a right under the confidentiality commitment constitutes a waiver of that right, ensuring that the parties' rights remain protected even if not immediately exercised.
 - o. **Periodic Review:** The terms of the confidentiality commitment are subject to periodic review to ensure their relevance and effectiveness in protecting sensitive information throughout the booking contract.
4. **Non-Disclosure:** The parties agree not to disclose confidential information to third parties without the prior written consent of the other party, except as required by law or a competent authority.
- a. **Definition of Non-Disclosure:** Non-disclosure refers to each party's commitment not to disclose confidential information exchanged under the booking contract to unauthorized third parties.
 - b. **Objective of Non-Disclosure:** The primary objective of non-disclosure is to protect the confidentiality of sensitive information exchanged between the parties, thereby preserving its commercial value and utility.
 - c. **Scope of Non-Disclosure:** Non-disclosure applies to all confidential information exchanged between the parties under the booking contract, regardless of format or medium.
 - d. **Definition of Confidential Information:** Confidential information includes all business, technical, financial, or personal information disclosed by one party to the other and designated as confidential at the time of disclosure.
 - e. **Confidentiality:** The parties commit to maintaining the confidentiality of confidential information and not disclosing it to third parties without prior consent, except as expressly authorized by the booking contract.

- f. **Restricted Use:** Confidential information may only be used for activities agreed upon in the booking contract and may only be disclosed to third parties to the extent necessary for contract performance.
 - g. **Protection Against Unauthorized Disclosure:** The parties take all reasonable measures to protect confidential information against unauthorized disclosure, limiting access to the information and using appropriate security measures.
 - h. **Responsibility:** Each party is responsible for protecting the confidential information it receives and may be held accountable for unauthorized disclosure or violation of the non-disclosure commitment.
 - i. **Subcontractors and Employees:** The parties ensure that their subcontractors and employees also adhere to non-disclosure obligations and take measures to ensure the confidentiality of confidential information.
 - j. **Retention of Confidentiality:** The confidentiality of confidential information is preserved even after the termination of the booking contract, unless the information becomes public through means other than a breach of the contract.
 - k. **Limited Exceptions:** Exceptions to non-disclosure are limited and must be expressly authorized by the parties, ensuring that confidential information is protected to the extent possible.
 - l. **Communication of Non-Disclosure:** The parties clearly communicate non-disclosure obligations to all employees and subcontractors with access to confidential information, ensuring they understand their responsibilities regarding confidentiality.
 - m. **Survival Clause:** Non-disclosure obligations survive the termination or expiration of the booking contract, ensuring that confidential information remains protected even after the contractual relationship ends.
 - n. **Non-Waiver Clause:** No delay or waiver in exercising or enforcing a right under non-disclosure constitutes a waiver of that right, ensuring that the parties' rights remain protected even if not immediately exercised.
 - o. **Periodic Review:** The terms of non-disclosure are subject to periodic review to ensure their relevance and effectiveness in protecting confidential information throughout the booking contract.
5. **Restricted Use:** Confidential information may only be used within the scope of executing this agreement and must not be used for unauthorized personal or commercial purposes.
- a. **Definition of Restricted Use:** Restricted use refers to limiting the use of information exchanged between the parties under the booking contract to specific and pre-agreed purposes.
 - b. **Objective of Restricted Use:** The primary objective of restricted use is to ensure that exchanged information is only used within the scope of the booking contract and for the specified needs, thereby preserving its confidentiality and value.
 - c. **Scope of Use:** Information provided by each party can only be used within the activities agreed upon in the booking contract, such as promotion, event management, and logistical coordination.
 - d. **Non-Use for Other Purposes:** Information cannot be used for any purposes other than those expressly authorized in the booking contract, thereby avoiding misuse or unauthorized use of exchanged information.
 - e. **Prior Consent:** Any use of information beyond the defined scope in the booking contract requires prior consent from the information owner, ensuring respect for intellectual property rights and confidentiality.
 - f. **Confidentiality:** The parties commit to maintaining the confidentiality of information provided by the other party and not disclosing it to third parties without prior consent, except as necessary for the execution of the booking contract.
 - g. **Limitation of Disclosure:** Information may only be disclosed to employees or subcontractors who need access as part of their duties and who are subject to similar confidentiality obligations, minimizing the risk of unauthorized disclosure.
 - h. **Intellectual Property Protection:** The parties respect each other's intellectual property rights and refrain from any unauthorized use of trademarks, logos, copyrighted works, or any other intellectual property assets.
 - i. **Information Retention:** Information is retained only for the duration necessary for the execution of the booking contract, and then destroyed or returned to the rightful owner in accordance with agreed provisions.
 - j. **Protection Against Loss:** Information is protected against loss, theft, or accidental destruction, using appropriate security measures such as secure storage and regular data backups.

- k. **Responsible Use:** Information is used responsibly and ethically, avoiding abusive, deceptive, or unethical use that could harm the other party or third parties.
 - l. **Specific Consent:** Any further processing of information requires specific consent from the information owner, ensuring that information is used only in accordance with the wishes of the concerned party.
 - m. **Notification of Changes:** Any substantial change in the intended use of information must be communicated and approved by both parties before implementation, ensuring ongoing transparency and collaboration.
 - n. **Responsibility in Case of Breach:** In case of breach of restricted use conditions, the responsible party is liable for damages or losses resulting from the breach and may be subject to sanctions according to the provisions of the booking contract.
 - o. **Periodic Review:** The conditions of restricted use are subject to periodic review to ensure their relevance and effectiveness in protecting exchanged information between the parties throughout the booking contract.
6. **Protection of Information:** The parties commit to taking all reasonable measures to protect confidential information against unauthorized access, use, or disclosure, including implementing appropriate security measures.
- a. **Definition of Information Protection:** Information protection refers to the measures taken to ensure the security, confidentiality, and integrity of information exchanged between the parties.
 - b. **Objective of Information Protection:** The primary objective of information protection is to prevent unauthorized access, disclosure, or alteration of confidential information, thereby ensuring its security and proper use.
 - c. **Categories of Protected Information:** Protected information may include personal data, trade secrets, financial information, strategic plans, intellectual property works, and any other sensitive information exchanged between the parties.
 - d. **Responsibility for Protection:** The parties accept responsibility for protecting the information they receive or have access to under the booking contract, ensuring its proper use and confidentiality.
 - e. **Security Measures:** The parties implement appropriate security measures to protect information against unauthorized access, disclosure, or alteration, using physical, electronic, and procedural safeguards.
 - f. **Restricted Access:** Sensitive information is restricted to authorized personnel who need access as part of their duties, thereby minimizing the risk of unauthorized disclosure.
 - g. **Confidentiality:** The parties commit to maintaining the confidentiality of protected information, disclosing it only to authorized individuals and taking necessary measures to prevent information leaks.
 - h. **Physical Protection:** Physical information, such as printed documents or storage media, is protected against theft, loss, or destruction using appropriate methods such as safes, locked cabinets, or security devices.
 - i. **Electronic Protection:** Electronic information is protected using technical means such as firewalls, antivirus software, encryption, and secure password-protected access, minimizing the risk of hacking or unauthorized access.
 - j. **Security Training:** Employees receive training on best information security practices, raising awareness of potential risks and helping them recognize signs of security threats.
 - k. **Threat Management:** The parties establish threat management procedures to detect, assess, and respond to information security threats, minimizing potential impacts on protected information.
 - l. **Secure Exchange:** When exchanging sensitive information, parties use secure transmission methods such as data encryption, virtual private networks (VPNs), or secure file-sharing platforms.
 - m. **Audit and Monitoring:** Information protection practices are regularly audited and monitored to ensure compliance with established security policies and standards, identifying and correcting any vulnerabilities.
 - n. **Legal Compliance:** Information protection practices comply with applicable laws and regulations regarding personal data protection and information security, avoiding potential violations and sanctions.

- o. **Periodic Review:** Information protection policies and procedures undergo periodic review to ensure their relevance and effectiveness in protecting sensitive information throughout the booking contract.
7. **Confidentiality Period:** The confidentiality period shall commence on the date of signature of this agreement and shall continue indefinitely after the termination of this agreement, unless otherwise specified in this agreement.
- a. **Confidentiality Period Definition:** The confidentiality period refers to the duration during which confidential information exchanged between the parties must be protected against unauthorized disclosure.
 - b. **Purpose of the Confidentiality Period:** The primary purpose of the confidentiality period is to ensure that sensitive information remains confidential for a specified period, thereby preserving its value and utility.
 - c. **Duration of the Period:** The parties determine the length of time for which the confidentiality period will be in effect, taking into account the nature of the confidential information and business requirements.
 - d. **Commencement of the Period:** Typically, the confidentiality period begins on the date of signing the booking contract or on the date when confidential information is disclosed, as agreed upon by the parties.
 - e. **Termination of the Period:** The confidentiality period ends upon the expiration of the specified duration in the booking contract or when the confidential information becomes public through means other than a breach of the contract.
 - f. **Renewal of the Period:** The parties may agree to renew the confidentiality period for an additional duration after its expiration, based on ongoing needs for protecting confidential information.
 - g. **Exceptions to the Period:** Certain information may be excluded from the confidentiality period, including information already known to the public, information legally obtained from another source, and information disclosed with the written consent of the owning party.
 - h. **Post-Period Protection:** Even after the confidentiality period ends, parties may still have an obligation to protect confidential information against unauthorized disclosure, especially if such information retains commercial value.
 - i. **Parties' Obligations:** During the confidentiality period, parties commit to taking all reasonable measures to protect confidential information against unauthorized disclosure, including restricting access and using physical and electronic safeguards.
 - j. **Communication of the Period:** Parties clearly communicate the duration of the confidentiality period to all individuals with access to confidential information, ensuring they understand their confidentiality obligations.
 - k. **Consequences of Violation:** Parties define the consequences of breaching the confidentiality period, including available legal remedies in case of unauthorized disclosure of confidential information.
 - l. **Reporting Non-Compliant Information:** In the event of unauthorized disclosure of confidential information during the confidentiality period, parties commit to promptly informing the other party and taking corrective measures to mitigate damages.
 - m. **Post-Termination Confidentiality:** Even after the confidentiality period ends, parties continue to adhere to confidentiality obligations specified in the booking contract, maintaining protection of confidential information.
 - n. **Periodic Review:** The terms of the confidentiality period undergo periodic review to ensure their relevance and effectiveness in safeguarding confidential information, considering changes in business and legal circumstances.
 - o. **Non-Waiver Clause:** Delay or failure to exercise or enforce a right under the confidentiality period shall not constitute a waiver of such right, ensuring that parties' rights remain protected even if not immediately enforced.
8. **Exceptions:** Confidentiality does not apply to information that is already in the public domain at the time of its disclosure, that is legally obtained by a third party independent of the parties, or that is independently developed by one party without using the confidential information of the other party.
- a. **Definition of exceptions:** Exceptions are specific situations or circumstances that deviate from the normal provisions or established rules in the booking contract.

- b. **Types of exceptions:** Parties identify different types of possible exceptions, such as force majeure situations, last-minute changes, special requests from parties, or unforeseen circumstances.
 - c. **Force majeure:** Force majeure clauses specify unforeseen and unavoidable events that may constitute exceptions to contractual obligations in cases where execution is impossible due to circumstances beyond the parties' control.
 - d. **Notification procedure:** Parties establish a specific notification procedure to promptly report any exception to the other party, providing all relevant information about the nature and consequences of the exception.
 - e. **Evaluation of the exception:** Once an exception is reported, parties assess together its impact on the execution of the booking contract and discuss corrective measures or necessary adjustments to mitigate the consequences.
 - f. **Consequences of exceptions:** Parties determine the consequences of exceptions on contractual obligations, such as additional time allowances, budget adjustments, or changes in performance requirements.
 - g. **Contractual revisions:** In the case of significant exceptions, parties may agree to revise the terms of the booking contract to reflect the changes that have occurred and realign the expectations of both parties.
 - h. **Ongoing communication:** Parties commit to maintaining open and transparent communication in the event of an exception, collaborating closely to find appropriate solutions and minimize negative impacts on contract execution.
 - i. **Documentation:** Every exception and the measures taken to address it are carefully documented, including correspondence exchanges, decisions made, and modifications to the booking contract.
 - j. **Dispute resolution:** In case of disagreement on handling an exception, parties use dispute resolution mechanisms stipulated in the booking contract to reach a fair and satisfactory resolution for all concerned parties.
 - k. **Flexibility:** Exception clauses allow for some flexibility in the execution of the booking contract, recognizing that unforeseen situations may arise and require temporary adjustments or waivers to agreed terms.
 - l. **Legal considerations:** Parties take into account the legal implications of any exception to the booking contract, ensuring that decisions made are compliant with applicable laws and regulations.
 - m. **Risk management:** Exceptions are considered integral to managing risks associated with the execution of the booking contract, identifying potential risks and developing appropriate mitigation plans.
 - n. **Organizational learning:** Exceptions also serve as sources of organizational learning, enabling parties to better understand potential challenges and innovative solutions for managing similar situations in the future.
 - o. **Periodic review:** Exception clauses are regularly reviewed to ensure their relevance and effectiveness in managing unforeseen circumstances and challenges encountered in the execution of the booking contract.
9. **Internal Communication:** Parties may disclose confidential information to their employees or subcontractors who need to know such information for the purpose of executing this agreement, provided that these employees or subcontractors are bound by similar confidentiality obligations.
- a. **Internal Communication:** Internal communication refers to the exchange of information and messages within an organization, aimed at informing, coordinating, and mobilizing team members.
 - b. **Objectives of Internal Communication:** The objectives include effectively transmitting information, reinforcing organizational culture, promoting employee engagement, and improving coordination of activities.
 - c. **Communication Channels:** Internal communication channels include face-to-face meetings, emails, instant messaging platforms, company intranets, newsletters, and physical bulletin boards.
 - d. **Communication Policy:** Parties establish an internal communication policy defining guidelines, standards, and expectations for how information should be shared and handled within the organization.

- e. **Transparency:** Transparency is crucial in internal communication, ensuring that relevant information is accessible to all team members, thereby fostering trust and collaboration.
- f. **Downward Communication:** Downward communication involves transferring information from higher hierarchical levels to lower levels of the organization, providing directives, goals, and strategic updates.
- g. **Upward Communication:** Upward communication allows employees to share their ideas, concerns, and suggestions with management, fostering employee participation and engagement.
- h. **Horizontal Communication:** Horizontal communication occurs between individuals or departments at the same hierarchical level, facilitating activity coordination, sharing of best practices, and collaborative problem-solving.
- i. **Frequency of Communications:** Parties determine the frequency of internal communications based on organizational needs, ensuring a balance between regular information dissemination and minimizing interruptions.
- j. **Content of Communication:** Internal communication content may include updates on ongoing projects, organizational goals, policies and procedures, upcoming events, team achievements, and recognition messages.
- k. **Communication in Crisis:** Specific communication protocols are established to manage internal communication during crises, ensuring swift and consistent dissemination of crucial information to all organization members.
- l. **Feedback and Evaluation:** Internal communication channels allow for regular collection of feedback and evaluations from employees, providing valuable insights to identify issues, gaps, and improvement opportunities.
- m. **Communication Training:** Employees receive training in internal communication, enhancing their skills in written and verbal communication, as well as their ability to effectively use available communication tools.
- n. **Confidentiality:** Confidential information is handled with utmost care in internal communication, ensuring its confidentiality and protection against unauthorized disclosure.
- o. **Evolution and Improvement:** Internal communication practices are regularly assessed and improved to meet the changing needs of the organization, adapting to new technologies, employee feedback, and market trends.

10. Responsibility: Each party is responsible for any unauthorized disclosure of confidential information by its employees, agents, or subcontractors and must take appropriate measures to prevent such disclosures.

- a. **Responsibility:** Responsibility refers to the legal or contractual obligation to bear the consequences of actions or omissions, including damages caused to the other party or third parties.
- b. **Contractual Responsibility:** Parties define the responsibilities that arise directly from the terms and conditions of the booking contract, specifying each party's specific obligations towards the other.
- c. **Legal Responsibility:** In addition to contractual obligations, parties acknowledge their responsibilities under applicable laws, including consumer protection laws, workplace safety, and civil liability.
- d. **Limitation of Liability:** Parties may include clauses that limit the scope of recoverable damages in case of breach of contractual obligations, determining maximum recoverable amounts under certain circumstances.
- e. **Exceptions to Limitation of Liability:** Limitations of liability may not apply in specific cases such as fraud, gross negligence, or bodily injury, where liability extends beyond contractual limits.
- f. **Financial Responsibility:** Parties specify the financial consequences in case of non-compliance with contractual obligations, including damages, penalties, and legal fees.
- g. **Liability Insurance:** Parties may be required to maintain adequate liability insurance to cover risks associated with the execution of the booking contract, ensuring financial protection in case of a claim.
- h. **Indemnification:** Parties specify the conditions under which one party may be required to indemnify the other party for losses or damages suffered due to their breach of contractual obligations.
- i. **Allocation of Responsibility:** Parties determine the allocation of responsibilities based on their respective roles in executing the booking contract, taking into account skills, resources, and contributions of each party.

- j. **Joint Responsibility:** In some cases, parties may be jointly responsible for certain contractual obligations, meaning they are jointly liable for damages caused.
 - k. **Waiver of Liability:** Parties may include waivers of liability clauses in specific circumstances, limiting or excluding their liability for certain types of damages or losses.
 - l. **Claims Notification:** Parties specify procedures for notifying liability claims, including notification deadlines and required information to submit a valid claim.
 - m. **Claims Management:** Once a liability claim is notified, parties commit to cooperating to investigate the claim, providing necessary information, and working together to resolve the dispute fairly and effectively.
 - n. **Confidentiality of Claims:** Parties ensure that liability claims and associated discussions are treated confidentially and are not disclosed to third parties without prior consent.
 - o. **Periodic Review:** Liability clauses are subject to periodic review to ensure their relevance and effectiveness in protecting the parties' interests, considering changes in circumstances and business practices.
11. **Notification:** In the event of a breach or suspected breach of confidentiality, the concerned party agrees to promptly inform the other party and to cooperate in any investigation or corrective action.
- a. **Notification:** In the context of the contract of booking, notification refers to the formal communication between the parties regarding important matters.
 - b. **Methods of Notification:** The parties specify acceptable methods of notification, such as in writing (registered letter, email), by phone, or in person.
 - c. **Notification Contacts:** The parties provide precise contact details for receiving notifications, including postal addresses, email addresses, and appropriate phone numbers.
 - d. **Language of Notification:** The parties specify the language in which notifications must be drafted and communicated, ensuring clear understanding of the information conveyed.
 - e. **Notification Period:** The parties determine deadlines for delivering notifications, indicating the periods during which notifications must be received to be considered valid.
 - f. **Subject of Notification:** The parties identify subjects that require notification, such as performance changes, delays, potential disputes, or requests for contract amendments.
 - g. **Recipient of Notification:** The parties designate individuals or departments responsible for receiving and processing notifications, ensuring effective communication and appropriate decision-making.
 - h. **Receipt Confirmation:** The parties may require confirmation of receipt for important notifications, ensuring that messages are effectively received and acknowledged by recipients.
 - i. **Emergency Notification:** Specific procedures are established for notifications in emergencies or unforeseen circumstances requiring immediate action.
 - j. **Notification of Change in Contact Details:** The parties commit to informing each other of any changes in their notification contact details to maintain effective communication throughout the duration of the booking contract.
 - k. **Confidentiality of Notifications:** The parties ensure that information contained in notifications is treated confidentially and not disclosed to third parties without prior consent.
 - l. **Tracking Notifications:** The parties maintain a record of notifications sent and received, keeping a written record of all important communications related to the booking contract.
 - m. **Notification in Case of Dispute:** In case of dispute or disagreement between the parties, specific notification procedures may be implemented to promptly inform the other party of the situation and initiate resolution discussions.
 - n. **Force Majeure Notification:** In the event of a force majeure event affecting the execution of the booking contract, the parties notify each other promptly to inform the other party and discuss appropriate measures to be taken.
 - o. **Periodic Review:** Notification procedures are subject to periodic review to ensure their effectiveness and relevance throughout the duration of the booking contract, considering changes in the parties' needs and regulatory requirements.
12. **Recourse:** In the event of a breach of confidentiality, the aggrieved party may pursue all available legal remedies, including injunctive relief and claims for damages.
- a. **Recourse:** In the context of a contract, recourse refers to the options available to a party in case the other party fails to fulfill their contractual obligations, thereby allowing for the restoration of violated rights or the remedy of incurred harm.
 - b. **Types of Recourse:** Parties identify various types of recourse available under the booking contract, such as claims for damages, specific performance, and the right to terminate the contract.

- c. **Damages:** Parties specify the conditions under which damages can be claimed in case of non-compliance with contractual obligations, including criteria for calculation and limits of liability.
 - d. **Specific Performance:** Parties may agree on specific performance remedies, such as enforcing contractual obligations or the return of goods or benefits obtained unlawfully.
 - e. **Termination:** In cases of serious or repeated breaches of the booking contract terms, parties may have the right to terminate the contract and claim additional remedies such as damages.
 - f. **Notification of Recourse:** Procedures for notification in case of recourse claims are specified to ensure clear and transparent communication between the involved parties.
 - g. **Statute of Limitations:** Parties establish the statute of limitations for the exercise of recourse, specifying the periods during which claims can be validly pursued.
 - h. **Prerequisites:** Some recourse clauses may require compliance with prerequisites, such as attempts at amicable dispute resolution, before formal recourse procedures are initiated.
 - i. **Non-Waiver Clause:** Parties specify that exercising a particular recourse does not constitute a waiver of other available recourses under the booking contract, thus preserving all rights and options for remedy.
 - j. **Limitation of Liability:** Clauses limiting liability may restrict the scope of damages recoverable, determining maximum recoverable amounts under certain circumstances.
 - k. **Fraudulent Misrepresentation:** Recourse for fraud may be specifically provided in cases of intentional misrepresentation or concealment of relevant facts by either party, ensuring appropriate redress for fraudulent acts.
 - l. **Available Recourses:** Parties provide a list of available recourses under the booking contract, ensuring that all options for remedy are clearly identified for each party.
 - m. **Claim Procedures:** Detailed procedures are outlined for initiating recourses, including notification requirements, statute of limitations, and steps for dispute resolution.
 - n. **Adequate Compensation:** Available recourses aim to provide adequate compensation for the harm suffered, ensuring parties are restored to the position they would have been in if the breach of contractual obligations had not occurred.
 - o. **Periodic Review:** Recourse clauses are subject to periodic review to ensure their relevance and effectiveness in protecting the interests of the parties, taking into account changes in circumstances and business practices.
13. **Survival:** The confidentiality provisions will survive the termination of this agreement and remain in effect for as long as necessary to protect the confidential information.
- a. **Survival:** The survival clause specifies the provisions of the booking contract that will continue to apply even after its expiration or termination.
 - b. **Duration of Survival:** Parties determine the duration for which different clauses of the booking contract will remain in effect after its termination or expiration.
 - c. **Key Survival Clauses:** Parties identify key clauses of the booking contract that should survive its termination, such as confidentiality provisions, outstanding payment obligations, and intellectual property rights.
 - d. **Legal Compliance:** Survival clauses are drafted to ensure compliance with applicable legal and regulatory requirements regarding the duration of contractual obligations.
 - e. **Intent of the Parties:** Parties clearly express their intention regarding the provisions that should survive the termination of the booking contract, ensuring a consistent interpretation of ongoing obligations.
 - f. **Financial Obligations:** Survival clauses may include outstanding financial obligations such as remaining payments, termination fees, and post-contract royalties.
 - g. **Confidentiality:** Confidentiality obligations will remain in effect even after the termination of the booking contract to protect confidential information exchanged between the parties.
 - h. **Intellectual Property:** Intellectual property rights and granted licenses will continue to apply after the termination of the booking contract, according to the terms defined in the contract.
 - i. **Ongoing Disputes:** Provisions regarding the resolution of ongoing disputes at the time of termination of the booking contract may be included in survival clauses, defining procedures and parties' obligations.
 - j. **Indemnification:** Indemnification and limitation of liability obligations may persist after the termination of the booking contract, protecting parties against potential claims arising from prior events.

- k. **Force Majeure:** Force majeure clauses may specify parties' obligations in the event of unforeseen events occurring after the termination of the booking contract, determining rights and responsibilities of the involved parties.
 - l. **Notification and Communication:** Parties specify the terms of notification and communication that will remain in effect after the termination of the booking contract, ensuring ongoing communication for the management of persistent obligations.
 - m. **Periodic Review:** Survival clauses are subject to periodic review to ensure their relevance and compliance with changing business needs and evolving legal requirements.
 - n. **Record Retention:** Parties agree to retain relevant records after the termination of the booking contract, ensuring access to necessary information for potential dispute resolution.
 - o. **General Enforcement Clause:** A general clause may be included to specify that all obligations necessary for the preservation of parties' rights and interests will survive the termination of the booking contract, unless expressly stated otherwise.
- 14. Destruction of Information:** Upon request from the other party or upon termination of this agreement, each party agrees to destroy or return all confidential information in its possession, including copies and derivative documents.
- a. **Definition of Information Destruction:** Information destruction refers to the permanent and irreversible deletion of confidential data to prevent unauthorized use or further disclosure.
 - b. **Destruction Procedures:** The parties establish specific procedures for the secure destruction of confidential information, detailing appropriate methods such as shredding, electronic disintegration, or crushing.
 - c. **Responsibility for Destruction:** Designated individuals are responsible for overseeing the process of destroying confidential information, ensuring all steps are properly followed and documented.
 - d. **Monitoring Destruction:** Detailed records of all operations involving the destruction of confidential information are maintained, including dates, methods used, and individuals involved in the process.
 - e. **Certification of Destruction:** Upon completion of the destruction process, the parties may obtain certification from an independent third party to confirm compliance with established destruction procedures.
 - f. **Contractual Provisions:** Specific contractual provisions regarding the destruction of confidential information outline each party's obligations and consequences for failure to comply.
 - g. **Frequency of Destruction:** The parties determine how often confidential information should be destroyed, considering data sensitivity and applicable legal or regulatory requirements.
 - h. **Identification of Information to Destroy:** Before destruction, careful identification of confidential information slated for destruction ensures no relevant data is omitted or forgotten.
 - i. **Waste Separation:** Waste resulting from the destruction of confidential information is properly segregated and disposed of to prevent any attempt to reconstruct destroyed data.
 - j. **Access Control:** During the destruction process, access to confidential information is strictly controlled and limited to authorized personnel overseeing or performing the destruction.
 - k. **Confidentiality of Destruction:** Parties ensure the destruction of confidential information occurs in a secure and confidential environment, preventing unauthorized observation or interception.
 - l. **Staff Training:** Personnel involved in the destruction of confidential information receive adequate training on secure destruction procedures and practices, ensuring they understand potential risks and legal obligations.
 - m. **Compliance with Standards:** Procedures for destroying confidential information comply with industry standards and best practices in data privacy management, ensuring a high level of security and compliance.
- 15. Modification:** No modification or waiver of any provision of this agreement shall be valid unless made in writing and signed by both parties.
- a. **Definition of Confidential Information:** The parties clearly define what constitutes confidential information under the booking contract, including financial details, business strategies, tour plans, and any other sensitive information.
 - b. **Confidentiality Obligation:** The parties commit to keeping confidential all information designated as such in the booking contract and not to disclose it to third parties without prior consent.

- c. **Scope of Confidentiality:** The confidentiality clause applies not only during the term of the booking contract but also after its expiration or termination, to protect the long-term interests of both parties.
- d. **Information Protection:** The parties take reasonable measures to protect confidential information from unauthorized disclosure, including using appropriate security measures and limiting access to sensitive information.
- e. **Restricted Access:** Only authorized personnel needing access to confidential information for the performance of the booking contract are allowed to access it, ensuring access is limited to those involved.
- f. **Employee Engagement:** Employees and representatives of the parties are subject to confidentiality obligations similar to those of the parties themselves, ensuring all individuals involved in executing the contract understand and adhere to confidentiality requirements.
- g. **Exceptions to Confidentiality:** The parties specify circumstances under which confidential information may be disclosed, such as when disclosure is required by law or by a competent authority.
- h. **Consequences of Unauthorized Disclosure:** The parties agree on disciplinary measures or remedies in case of unauthorized disclosure of confidential information, including the right to damages if harm is incurred.
- i. **Internal Communication:** The parties ensure that confidential information is communicated only to internal personnel who need to know it for legitimate business purposes, limiting the dissemination of sensitive information within their respective organizations.
- j. **Data Security:** The parties ensure that electronic data containing confidential information is protected by appropriate security measures, such as data encryption and the use of firewalls and antivirus software.
- k. **Responsibility:** Designated individuals are responsible for managing and protecting confidential information, ensuring clear accountability for each party.
- l. **Duration of Confidentiality:** The parties specify the duration for which confidential information must be protected, determining an appropriate confidentiality period considering the nature of the information and the parties' business needs.
- m. **Notification in Case of Breach:** In case of suspected breach of confidentiality, the parties commit to promptly notify each other and cooperate to remedy the breach and minimize potential damages.
- n. **Documentation:** The parties document all communications and agreements related to confidentiality, maintaining written records of exchanged confidential information and measures taken to protect it.
- o. **Periodic Review:** The parties regularly review the confidentiality provisions of the booking contract to ensure they remain relevant and effective, considering changes in business needs and legal requirements.

Applicable law --- 11

Definition: The "Applicable Law" clause specifies the jurisdiction and law that govern the present contract, as well as any disputes or conflicts that may arise from it.

1. **Choice of Law:** The parties agree that this contract is governed by the laws of Switzerland, without regard to principles of conflict of laws.
 - a. **Choice of Law:** The parties agree that the contract of booking and any dispute arising from it shall be governed and interpreted in accordance with a specific law designated in the contract.
 - b. **Choice of Law Clause:** The parties include a clause in the contract of booking specifying the applicable law, clearly indicating which legislation will be used to interpret the terms of the contract.
 - c. **Law of the Registered Office:** The parties may choose the law of the country where the client has its registered office as the applicable law, thereby using the national laws of that jurisdiction to govern the contract of booking.
 - d. **Law of the Place of Performance:** If Don Trotti's performances take place in multiple jurisdictions, the parties may choose the law of the principal place of performance as the applicable law for the contract of booking.

- e. **Law of the Artist's Country of Residence:** If Don Trotti is based in Switzerland, the parties may choose the law of that country as the applicable law, taking into account the national laws governing the artist's activities.
 - f. **Conflict of Laws Considerations:** The parties may consider potential conflicts of laws between the different jurisdictions involved in the contract of booking, choosing a law that minimizes conflicts and legal uncertainties.
 - g. **Choice of Convention Law:** The parties may agree on a conventional law applicable to the contract of booking, choosing a neutral law or referring to international conventions on the law applicable to international contracts.
 - h. **Legal Consultation:** The parties may consult legal advisors to determine the most appropriate law to include in the contract of booking, considering the specific needs of both parties and relevant legal requirements.
 - i. **Legal Stability:** The parties choose a stable and well-established law to govern the contract of booking, avoiding legislation that may change frequently or create legal uncertainties.
 - j. **Protection of Interests:** The parties select a law that best protects their respective interests, considering legal provisions that favor either party within the framework of the contract of booking.
 - k. **International Contract Law:** If the contract of booking involves international transactions, the parties may choose to apply a specific law governing international contracts, such as the United Nations Convention on Contracts for the International Sale of Goods (CISG).
 - l. **Language of the Law:** The parties specify the language in which the applicable law will be drafted in the contract of booking, ensuring that legal terms are clear and understandable to both parties.
 - m. **Compatibility with Other Clauses:** The parties ensure that the chosen law is compatible with other clauses of the contract of booking, avoiding contradictions or inconsistencies between different contractual provisions.
 - n. **Reference to Legal Principles:** The parties may include references to specific legal principles of the chosen law in the contract of booking, providing additional guidance on the interpretation and application of the contract terms.
 - o. **Clarity and Precision:** The choice of law clause is drafted clearly and precisely in the contract of booking, ensuring consistent and harmonious interpretation of the contractual provisions by both parties.
2. **Competent Jurisdiction:** The parties agree that any dispute arising out of or in connection with this contract shall be submitted to the exclusive jurisdiction of the courts of Nyon, Switzerland, unless otherwise provided in this agreement.
- a. **Jurisdiction Determination:** In the event of a dispute arising from the booking contract, the parties agree that the competent jurisdiction to resolve the dispute shall be determined in accordance with the provisions of this contract.
 - b. **Jurisdiction Election Clause:** The parties may agree to a jurisdiction election clause, designating a specific court or tribunal as competent to hear any disputes arising from the booking contract.
 - c. **Proximity Considerations:** Parties may take into account factors such as geographical proximity and convenience in determining the competent jurisdiction, ensuring that judicial proceedings proceed efficiently and practically.
 - d. **Exclusive Jurisdiction:** The parties may agree that only a specific jurisdiction is competent to hear disputes arising from the booking contract, thereby excluding the jurisdiction of other courts or tribunals.
 - e. **Reference Jurisdiction:** In the absence of a jurisdiction election clause, the competent jurisdiction shall be determined based on the laws applicable in the jurisdiction where the booking contract was concluded or where performances are supposed to take place.
 - f. **Law-Prescribed Competence:** If the applicable law provides specific rules regarding court competence, these rules shall be considered to determine the competent jurisdiction.
 - g. **Respect for International Conventions:** The parties shall ensure that the jurisdiction clause complies with relevant international conventions on the recognition and enforcement of foreign judgments.
 - h. **Competence Evaluation:** Parties may seek legal advice to evaluate the competence of potential courts or tribunals to hear the dispute, taking into account laws and judicial precedents.
 - i. **Exclusion of Arbitration Jurisdiction:** The parties may exclude the competence of arbitral tribunals to hear disputes arising from the booking contract, opting instead for judicial jurisdiction to resolve disputes.

- j. **Competence Limitation:** Parties may limit the jurisdiction of courts to certain categories of disputes or specific amounts under the booking contract, thereby establishing clear parameters for dispute resolution.
 - k. **Waiver of Incompetence Exception:** The parties may agree to waive their right to raise the incompetence exception before a competent court, accepting the jurisdiction of the court designated in the booking contract.
 - l. **Mutual Recognition of Judgments:** The parties agree to recognize and enforce judgments rendered by the competent jurisdiction in accordance with laws and international conventions on mutual recognition of judgments.
 - m. **Transmission of Legal Documents:** The parties undertake to cooperate in facilitating the transmission of legal documents and communications between lawyers and competent courts, ensuring effective and transparent communication.
 - n. **Notification of Legal Proceedings:** The parties ensure that all legal proceedings and communications related to the dispute are duly notified and comply with deadlines prescribed by the competent jurisdiction.
 - o. **Amicable Settlement:** Before initiating judicial proceedings, the parties may explore amicable settlement options such as mediation or negotiation to resolve the dispute efficiently and cost-effectively.
3. **Determination of Jurisdiction:** The parties undertake to interpret and execute this contract in good faith and in accordance with the applicable laws of Switzerland.
- a. **Objective of Interpretation:** The terms and conditions of the booking contract shall be interpreted in a manner that respects the intention of the parties, in accordance with principles of good faith and justice.
 - b. **Principles of Interpretation:** Interpretation of the clauses of the booking contract shall be guided by general principles of contract law, taking into account the common intention of the parties and the objectives pursued by the contract.
 - c. **Clear and Precise Language:** The terms of the booking contract shall be interpreted in their clearest and most precise sense, avoiding any ambiguity or misinterpretation.
 - d. **Context and Intentions:** Interpretation of the terms of the booking contract shall consider the general context in which the contract was concluded, as well as the intentions of the parties as expressed in the contract and related documents.
 - e. **Consideration of Business Practices:** Interpretation of the clauses of the booking contract shall take into account common business practices in the entertainment industry, ensuring that the terms of the contract conform to industry standards.
 - f. **Restrictive Interpretation:** In case of doubt or ambiguity in interpreting a clause of the booking contract, it shall be interpreted restrictively in favor of the party that did not draft the clause.
 - g. **Preservation of Contractual Balance:** Interpretation of the terms of the booking contract shall aim to preserve the contractual balance between the parties, avoiding any interpretation that could lead to unjustified imbalance of rights and obligations.
 - h. **Compliance with Legal Standards:** Interpretation of the terms of the booking contract shall comply with applicable legal and regulatory standards, avoiding any interpretation that would be contrary to the law.
 - i. **Use of Legal Provisions:** In case of ambiguity or conflict in interpreting the terms of the booking contract, the parties may refer to applicable legal provisions to clarify their intention and respective rights.
 - j. **Contextual Interpretation:** The terms of the booking contract shall be interpreted in their overall context, taking into account all provisions of the contract as well as the circumstances surrounding its conclusion and performance.
 - k. **Consideration of Objectives:** Interpretation of the clauses of the booking contract shall consider the objectives pursued by the parties at the time of contract conclusion, ensuring that the terms of the contract are interpreted to achieve these objectives to the extent possible.
 - l. **Use of Defined Terms:** Defined terms in the booking contract shall be interpreted in accordance with their specific definition in the contract, ensuring that their meaning is respected throughout the contract.
 - m. **Consideration of Local Customs:** Interpretation of the terms of the booking contract shall consider local customs and practices in the regions where performances are scheduled, taking into account the cultural and legal specificities of each location.
 - n. **Principle of Reciprocity:** Interpretation of the clauses of the booking contract shall be conducted in accordance with the principle of reciprocity, ensuring that the rights and obligations of the parties are balanced and mutually beneficial.

- o. **Use of Experts:** In case of dispute over the interpretation of the terms of the booking contract, the parties may seek the assistance of legal or technical experts to clarify their understanding and help resolve the dispute fairly and efficiently.
4. **Precedence of Laws:** In the event of a conflict between the terms of this contract and applicable laws, the laws shall prevail to the extent necessary to resolve the conflict.
- a. **Hierarchy of Laws:** In the event of a conflict between national laws and regional or local laws, national laws prevail, unless otherwise stipulated in the booking contract.
 - b. **Compliance with Applicable Laws:** The parties agree to comply with all relevant laws, regulations, and ordinances in the execution of the booking contract, prioritizing legal compliance.
 - c. **Interpretation in Accordance with Laws:** All provisions of the booking contract shall be interpreted to be in accordance with applicable laws and regulations, to the extent possible.
 - d. **Respect for International Standards:** In disputes involving national and international laws, international standards shall be considered in resolving the dispute, in accordance with principles of public international law.
 - e. **Specific Legislation:** If specific laws govern certain parts of the booking contract, those laws take precedence over the general provisions of the contract to the extent they are applicable.
 - f. **Precedence of Contractual Clauses:** In the absence of contrary legal provisions, clauses in the booking contract take precedence over any other contractual or legal provisions in force between the parties.
 - g. **Compliance with Industry Standards:** The parties undertake to comply with industry standards in executing the booking contract, ensuring that all business practices conform to established standards.
 - h. **Preservation of Rights:** No provision of the booking contract shall be interpreted as a waiver of the parties' rights or remedies under applicable law.
 - i. **Legal Consultation:** In case of uncertainty regarding the interpretation or application of laws, the parties may seek legal counsel for specialized advice on available options and legal implications.
 - j. **Reference to Laws:** The booking contract shall reference applicable laws and regulations, explicitly indicating competent jurisdictions and legal standards to be observed.
 - k. **Precedence of Judicial Decisions:** In disputes before courts, judicial decisions shall take precedence over terms of the booking contract to the extent they comply with applicable laws.
 - l. **Compatibility with Fundamental Rights:** No provision of the booking contract shall restrict the fundamental rights of the parties as guaranteed by the Constitution or international laws.
 - m. **Revision in Case of Legislative Change:** In case of legislative changes affecting the validity or application of the booking contract, the parties undertake to revise the contract accordingly, taking into account new legal requirements.
 - n. **Respect for Contractual Commitments:** The parties commit to honoring contractual commitments to the extent they are compatible with applicable laws and regulations.
 - o. **Clarity and Precision:** Provisions of the booking contract shall be drafted clearly and precisely, ensuring they are easily understood and interpretable within the applicable legislative framework.
5. **International Law:** If the parties are based in different jurisdictions, they agree to abide by international laws and relevant treaties governing this contract.
- a. **Respect of Treaties and International Agreements :** The client undertakes to respect relevant international treaties, agreements, and conventions in all activities related to Don Trotti's performances.
 - b. **Compliance with International Standards :** The client ensures compliance with applicable international standards and principles, including human rights, decent work, environmental protection, and anti-corruption efforts.
 - c. **Artistic Freedom :** The client acknowledges and respects the right to artistic freedom, in accordance with the provisions of the Universal Declaration of Human Rights and other international human rights instruments.
 - d. **Right to Conduct Activities :** Don Trotti and the client have the right to conduct their artistic and business activities in compliance with the laws and regulations of the countries where they operate, ensuring freedom of expression and association.
 - e. **Protection of Intellectual Property Rights :** The client protects Don Trotti's intellectual property rights in accordance with international standards, respecting laws on copyright, trademarks, and other intellectual property rights.

- f. **International Conflicts** : In case of conflicts between national laws and international obligations, the client prioritizes compliance with international obligations, considering principles of public international law.
 - g. **International Contract Law** : International contracts concluded between Don Trotti and the client are governed by principles of international contract law, taking into account relevant international conventions such as the United Nations Convention on Contracts for the International Sale of Goods (CISG).
 - h. **International Jurisdiction** : In case of international disputes, the parties may choose to submit the dispute to international arbitration or other dispute resolution mechanisms in accordance with international standards.
 - i. **Respect for Sanctions and Embargoes** : The client complies with all sanctions and embargoes imposed by international organizations such as the UN, EU, CH, and other competent entities, avoiding any commercial or artistic activities contrary to international regulations.
 - j. **Free Movement of Artists** : The client facilitates the free movement of artists, including Don Trotti, in accordance with agreements and conventions on the international movement of people and goods, ensuring compliance with visa and work permit requirements.
 - k. **Respect for Cultural Conventions** : The client promotes respect for and the promotion of cultural diversity in accordance with the principles of the UNESCO Convention on the Protection and Promotion of the Diversity of Cultural Expressions and other relevant international instruments.
 - l. **International Security** : The client takes measures to ensure the security and well-being of Don Trotti during international travel, considering potential security risks in certain regions of the world.
 - m. **Protection of Cross-Border Data** : The client complies with laws and regulations on the protection of cross-border data when transferring personal data across national borders, ensuring an adequate level of protection.
 - n. **Compliance with International Labour Standards** : The client commits to respecting international labour standards established by the International Labour Organization (ILO), ensuring fair and safe working conditions for Don Trotti and all team members.
 - o. **Social and Environmental Responsibility** : The client integrates principles of social and environmental responsibility into its international activities, contributing to sustainable development and respect for human rights in all regions where it operates.
6. **Legal Compliance** : The parties agree to comply with all applicable laws, regulations, and ordinances in the performance of their obligations under this contract.
- a. **Respect of Applicable Laws**: The client commits to adhering to all laws, regulations, and standards applicable in all jurisdictions where it operates, including those pertaining to Don Trotti's artistic performances.
 - b. **Labor Law**: The client respects labor laws by ensuring fair and safe working conditions for Don Trotti and all team members, in accordance with national and international standards.
 - c. **Copyright and Intellectual Property**: The client ensures that all performances by Don Trotti respect copyright and intellectual property rights of third parties, obtaining all necessary permissions for the use of protected material.
 - d. **Artist Rights**: The client guarantees the respect of artist rights, including moral rights and the right to fair compensation, in accordance with applicable legal and contractual provisions.
 - e. **Data Protection**: The client protects privacy and personal data in accordance with data protection laws and regulations, ensuring that client and artist information is secure and handled appropriately.
 - f. **Safety Standards**: The client ensures compliance with workplace safety and health standards for all of Don Trotti's performances, providing safe working conditions and necessary protective equipment.
 - g. **Advertising and Promotion**: The client commits to complying with advertising and promotion laws and regulations, avoiding misleading or deceptive advertising and adhering to industry ethical standards.
 - h. **Contracts and Agreements**: The client ensures that all contracts and agreements related to Don Trotti's performances comply with legal and regulatory requirements, ensuring clarity, transparency, and execution of agreed commitments.
 - i. **Environmental Standards**: The client adopts environmentally friendly practices and ensures that its and Don Trotti's activities comply with environmental standards and regulations.
 - j. **Taxation and Fiscal Matters**: The client complies with tax and fiscal laws in all jurisdictions where it operates, fulfilling tax obligations and submitting accurate and complete tax filings.
 - k. **Licenses and Permits**: The client obtains all necessary licenses, permits, and authorizations for Don Trotti's performances, ensuring compliance with legal and administrative requirements.

- i. **Risk Management:** The client implements risk management policies and procedures to identify, assess, and mitigate potential risks associated with Don Trotti's performances, ensuring safety and well-being of all stakeholders.
 - m. **Training and Awareness:** The client educates its staff and artists on relevant legal and regulatory requirements, providing necessary training for ongoing compliance.
 - n. **Audit and Monitoring:** The client conducts regular audits to assess compliance of its activities with applicable laws and regulations, taking corrective actions where non-compliance is identified.
 - o. **Commitment to Ethics:** The client promotes a culture of ethics and integrity in all its activities, fostering social responsibility and adhering to principles of good governance.
7. **Consumer Protection:** If this contract is subject to consumer protection laws, the parties commit to respecting the rights and obligations arising from them.
 - a. **Consumer Protection:** Consumer protection aims to ensure that the rights and interests of customers or spectators attending Don Trotti's performances are respected and safeguarded.
 - b. **Transparency of Information:** The client commits to providing comprehensive, accurate, and transparent information about Don Trotti's performances, including schedules, venues, ticket prices, and admission conditions.
 - c. **Compliance with Safety Standards:** The client ensures that performance venues adhere to appropriate safety standards to guarantee the safety and well-being of spectators.
 - d. **Refund Policy:** The client establishes a clear and fair refund policy for purchased tickets in case of performance cancellation or rescheduling, thereby protecting consumer rights.
 - e. **Protection against Fraud:** The client implements security measures to prevent ticket-related fraud and safeguard consumers against fraudulent activities.
 - f. **Access to Information:** The client facilitates consumer access to information about Don Trotti's performances through its website, social media, and other communication channels.
 - g. **Customer Service:** The client provides responsive and accessible customer service to address questions, concerns, and complaints from consumers regarding Don Trotti's performances.
 - h. **Commitment to Agreements:** The client pledges to uphold commitments made to consumers regarding performance quality, admission conditions, and offered services.
 - i. **Protection of Personal Data:** The client protects consumers' privacy and personal data in accordance with applicable data protection laws and regulations.
 - j. **Accessibility:** The client ensures that Don Trotti's performances are accessible to all, including persons with disabilities, by providing suitable facilities and services.
 - k. **Consumer Education:** The client conducts education and awareness initiatives to inform consumers about their rights and promote responsible consumption of Don Trotti's performances.
 - l. **Handling Complaints:** The client establishes complaint-handling procedures to address consumer concerns and resolve issues effectively and fairly.
 - m. **Compliance with Laws and Regulations:** The client complies with all relevant laws and regulations regarding consumer protection, ensuring adherence to the highest standards of ethical business practice.
 - n. **Staff Training:** The client trains its staff to deliver quality customer service and ensure compliance with consumer protection policies and procedures.
 - o. **Continuous Evaluation and Improvement:** The client regularly evaluates its consumer protection practices and seeks to improve them based on feedback and customer experience.
8. **Rights of the Parties:** The parties acknowledge and respect the rights conferred upon them under applicable laws and commit not to violate these rights within the framework of this contract.
 - a. **Right to Performance:** Each party has the right to demand the performance of commitments made by the other party in accordance with the terms of the booking contract.
 - b. **Right to Compensation:** Don Trotti has the right to receive agreed compensation for his artistic performances, in accordance with the terms specified in the contract.
 - c. **Right to Image:** Don Trotti retains exclusive rights over his image and name, and the client must obtain his prior consent for any promotional use of his image.
 - d. **Right to Confidentiality:** Both parties have the right to request confidentiality of sensitive information exchanged under the booking contract.
 - e. **Right to Artistic Integrity:** Don Trotti has the right to preserve his artistic integrity and control the content and presentation of his performances, subject to contractual commitments.

- f. **Right to Indemnification:** Both parties have the right to seek indemnification for breach of contract terms or harm caused by the other party.
 - g. **Right to Quality Performance:** The client has the right to expect Don Trotti to deliver performances of quality conforming to agreed standards in the contract.
 - h. **Right to Transparent Communication:** Both parties have the right to communicate transparently and openly throughout the duration of the contract, sharing relevant information and responding to inquiries within agreed timelines.
- 9. **Non-Exclusive Jurisdiction:** Nothing in this contract limits the parties' right to bring legal actions in other competent jurisdictions if permitted by applicable laws.
 - a. **Non-Exclusive Jurisdiction Definition:** Non-exclusive jurisdiction establishes that the parties retain the right to initiate legal actions in any competent jurisdiction, without waiving other remedies provided by the booking contract.
 - b. **Principle of Free Choice:** Each party maintains the freedom to choose the jurisdiction in which to pursue legal action, based on the nature of the dispute and their preference for a judicial forum.
 - c. **Preservation of Remedies:** Designating a non-exclusive jurisdiction does not limit the available remedies for the parties, who may still opt to pursue legal actions in other jurisdictions if deemed necessary.
 - d. **Scope of Jurisdiction:** Non-exclusive jurisdiction may apply to all claims arising from the booking contract, including contractual breaches, payment disputes, intellectual property issues, etc.
 - e. **Respect for Competence:** The parties acknowledge that each jurisdiction has its own competence and authority, committing to respect court decisions in jurisdictions where they choose to litigate.
 - f. **Notice of Dispute:** In case of dispute, each party will notify the other party of their intention to commence legal proceedings and specify the chosen jurisdiction, as per the provisions of the booking contract.
 - g. **Forum conveniens:** The parties may mutually agree on the jurisdiction that would be most appropriate to resolve a particular dispute, considering factors such as party locations, nature of the dispute, and convenience of the courts.
 - h. **Rights of Appeal:** Designating a non-exclusive jurisdiction does not affect the parties' rights to appeal judicial decisions before competent appellate or supreme courts.
 - i. **Arbitration Court Competence:** Non-exclusive jurisdiction may also apply to arbitration courts, within agreed arbitration procedures between the parties to confidentially and effectively resolve disputes.
 - j. **Waiver of Immunity:** No provision of the booking contract shall be construed as a waiver of jurisdictional immunity or other legal protections to which a party may be entitled under applicable law.
 - k. **Communication of Legal Documents:** Any communication of legal documents related to judicial proceedings under non-exclusive jurisdiction shall be conducted in accordance with applicable procedural rules and notification provisions of the contract.
 - l. **Alternative Dispute Resolution Methods:** The parties may opt to use alternative dispute resolution methods, such as mediation or arbitration, while maintaining the option to initiate legal actions in courts.
 - m. **Preservation of Rights:** Designating non-exclusive jurisdiction does not affect the parties' rights and remedies under the booking contract, which remain enforceable regardless of the jurisdiction chosen to settle disputes.
 - n. **Legal Consultation:** In case of uncertainty regarding the interpretation or application of non-exclusive jurisdiction, the parties may seek legal counsel to obtain specialized advice on available options and legal implications.
 - o. **Written Confirmation:** The designation of non-exclusive jurisdiction and related terms will be confirmed in writing in the booking contract, ensuring clarity and traceability of commitments between Don Trotti and the client.
- 10. **Statute of Limitations:** The parties acknowledge and agree to the statute of limitations and prescription periods applicable to any claim or legal action arising from this contract under the laws of Switzerland.
 - a. **Definition of Prescription Periods:** Prescription periods define the timeframe during which parties can enforce their rights or initiate legal actions in case of breach or non-compliance with the terms of the booking contract.

- b. **Applicability:** Prescription periods apply to all claims, legal actions, or rights arising from the contract, whether contractual, tortious, or regulatory.
 - c. **Nature of Claims:** Prescription periods may vary depending on the nature of the claim or legal action, such as contractual breaches, personal injury claims, liability claims, etc.
 - d. **Notification:** Parties must notify any claim or alleged breach within a reasonable time after becoming aware of it, to ensure compliance with prescription periods and to avoid any lapse of rights.
 - e. **Standard Periods:** Standard prescription periods can vary based on applicable laws and types of claims, typically ranging from one to ten years from the date the claim arose or should have reasonably been discovered.
 - f. **Exceptions:** Some claims may be subject to specific prescription periods under the law, such as claims for personal injury, intellectual property claims, etc.
 - g. **Discovery of Claim:** The prescription period may start running from the date the claim was discovered or should have reasonably been discovered by the party concerned, depending on the nature of the claim.
 - h. **Suspension:** Certain events, like mediation, arbitration, or ongoing negotiation, may temporarily suspend the prescription period until parties reach a resolution or a decision is made.
 - i. **Waiver:** Parties may agree to waive prescription periods under the booking contract, but such waiver must be explicit, voluntary, and mutually agreed upon.
 - j. **Renewal:** In case of continuous or repeated breach of contract terms, the prescription period may be renewed for each act of violation, extending the period within which claims can be brought.
 - k. **Evidence Preservation:** Parties must retain all relevant documentation or evidence related to the contract and transactions that may be necessary to support a claim or defense in case of dispute.
 - l. **Legal Consultation:** If there are questions or concerns regarding prescription periods, parties may seek legal advice to obtain specialized guidance on legal requirements and available options.
 - m. **Formal Statement:** Parties may include a formal statement in the booking contract specifying the prescription periods applicable to claims arising from the contract, providing additional clarity to the agreed terms.
 - n. **Strict Interpretation:** Prescription periods should be strictly interpreted in accordance with contractual and legal provisions to avoid any confusion or misinterpretation.
 - o. **Written Confirmation:** All prescription periods and related provisions will be confirmed in writing in the booking contract, ensuring clarity and traceability of commitments between Don Trotti and the client.
11. **Waiver of Exceptions:** No provision of this contract shall be construed as a waiver of rights or protections afforded to the parties under applicable laws.
- a. **Definition of Waiver:** Waiver of exceptions establishes that the non-exercise or delay in exercising any right or remedy by a party does not constitute a waiver of that right or remedy, unless expressly provided otherwise in the contract.
 - b. **Non-Waiver Principle:** The failure of a party to exercise a right or remedy under the contract does not constitute a waiver of that right or remedy and does not affect the ability of that party to exercise such right or remedy in the future.
 - c. **General Application:** Waiver of exceptions applies to all rights, remedies, powers, and privileges granted to the parties under the booking contract, unless expressly stated otherwise.
 - d. **Express Waiver:** Any waiver of a right or remedy must be made in writing and signed by the waiving party to be valid, and it applies only to the specifically stated circumstances.
 - e. **Consequences of Waiver:** Waiving a right or remedy in a particular situation does not limit the ability of the party to exercise that right or remedy in other similar or different situations.
 - f. **Right of Retention:** Waiving a right of retention in a given situation does not constitute a waiver of that right in other situations where it may be applicable.
 - g. **Provisional Application:** Even if a party chooses not to exercise a right or remedy in a specific situation, it retains the right to exercise it later if circumstances change or other violations occur.
 - h. **Preservation of Rights Principle:** The parties agree that waiver of exceptions does not deprive any party of its rights subject to the provisions of the contract and applicable laws.

- i. **Strict Interpretation:** Any interpretation of waiver of exceptions must be strictly construed, considering the parties' intent and the scope of the rights and remedies involved.
 - j. **Absence of Obstacles:** Waiver of exceptions aims to avoid any ambiguity or misunderstanding regarding the parties' ability to exercise their rights and remedies under the contract.
 - k. **Informed Consent:** The parties acknowledge that any waiver of a right or remedy must be made knowingly and with full understanding, after considering all implications and consequences.
 - l. **Legal Consultation:** In case of doubts about the application or implications of waiver of exceptions, the parties may seek legal advisors for specialized advice.
 - m. **Reciprocity:** Waiver of exceptions applies equally to both parties, ensuring equal treatment and fair application of the principles stated in the contract.
 - n. **Independence of Clauses:** The validity of waiver of exceptions is independent of the validity of other clauses in the contract and does not affect their application or interpretation.
 - o. **Written Confirmation:** All waivers of exceptions will be confirmed in writing in the booking contract, ensuring clarity and traceability of commitments between Don Trotti and the client.
12. **Protection of Rights:** The parties agree to respect intellectual property rights and other legally protected rights in accordance with applicable laws.
- a. **Definition of Rights:** The protection of rights aims to ensure that Don Trotti's legal, creative, and financial rights are respected throughout the execution of the booking contract.
 - b. **Copyright:** The contract acknowledges and respects Don Trotti's copyright over his artistic work, thereby safeguarding his intellectual property and exclusive right to use and reproduce his creations.
 - c. **Intellectual Property:** Don Trotti's intellectual property rights, including trademarks, logos, images, and other intellectual property elements, will be respected and protected by the client.
 - d. **Legal Protection:** In case of infringement or alleged infringement of his rights, Don Trotti will receive support from the client to take appropriate legal measures to protect his interests.
 - e. **Authorized Use:** The client commits to obtaining prior authorization from Don Trotti for any use of his name, image, voice, or artistic work for promotional or commercial purposes.
 - f. **Creative Control:** Don Trotti retains creative control over his work, including the selection of pieces to perform, show design, and other artistic aspects related to his performances.
 - g. **Commercial Use:** Any agreement for the commercial use of Don Trotti's name, image, or music will undergo specific negotiations and be detailed in the booking contract.
 - h. **Respect for Privacy:** The client respects Don Trotti's privacy and undertakes not to disclose or improperly exploit his personal or confidential information.
 - i. **Indemnification:** The client indemnifies Don Trotti against any claims or lawsuits arising from the infringement of his rights by third parties or unauthorized use of his work.
 - j. **Quality Control:** Don Trotti retains the right to control the quality of any use of his name or artistic work, ensuring an accurate representation of his image and work.
 - k. **Licenses and Permissions:** The client commits to obtaining all necessary licenses and permissions to legally use Don Trotti's creative material in performances or promotional activities.
 - l. **Rights Management:** The client facilitates the management of Don Trotti's rights, including negotiating license agreements, collecting royalties, and protection against infringement.
 - m. **Non-Compete Clause:** The contract may include a non-compete clause to prevent Don Trotti from performing or collaborating with direct competitors of the client for a certain period after the contract ends.
 - n. **Legal Consultation:** In case of questions or concerns regarding rights protection, Don Trotti may consult legal advisors for specialized advice and take appropriate actions if necessary.
 - o. **Written Confirmation:** All provisions regarding rights protection will be confirmed in writing in the booking contract, ensuring clarity and traceability of commitments between Don Trotti and the client.
13. **Separation Clause:** If any provision of this contract is deemed invalid or unenforceable under applicable laws, that provision shall be severed from the rest of the contract, and the remaining provisions shall remain in effect to the fullest extent permitted by law.
- a. **Separation Clause:** The separation clause establishes the conditions and procedures governing the early termination or end of the booking contract between Don Trotti and the client.
 - b. **Right to Separation:** Each party retains the right to request separation from the contract under specified circumstances, in accordance with the provisions of the clause.

- c. **Unilateral Termination:** The clause allows each party to unilaterally terminate the contract in compliance with specified conditions and notice periods.
 - d. **Grounds for Separation:** Justifiable grounds for separation may include serious or repeated breaches of contract terms, unforeseen circumstances making contract performance impossible, or other valid reasons agreed upon by the parties.
 - e. **Notice:** Separation notices will be specified in the clause, indicating the required period before effective contract termination.
 - f. **Notification:** The party wishing to terminate the contract must notify the other party in accordance with the clause's conditions, providing a clear explanation of the reasons and notice period.
 - g. **Consequences of Separation:** The consequences of separation will be detailed in the clause, including the termination of future commitments, handling of outstanding payments, and other relevant provisions.
 - h. **Settlement of Obligations:** Upon separation, the parties will ensure settlement of all outstanding obligations, particularly regarding payments or services not yet performed.
 - i. **Dispute Resolution:** Any dispute arising from separation will be resolved in accordance with the contract's dispute resolution provisions, favoring mediation or arbitration to achieve an amicable resolution.
 - j. **Confidentiality:** Confidential information related to separation will be treated in accordance with the contract's confidentiality clause, ensuring protection of both parties' commercial interests and sensitive information.
 - k. **Mutual Respect:** The parties commit to mutually respecting the terms and conditions of separation, and to cooperating in good faith to facilitate a smooth transition.
 - l. **Communication:** Open and transparent communication will be maintained throughout the separation process, allowing for effective and professional management of contract termination.
 - m. **No Prejudice:** Separation will not prejudice the rights or remedies available to the parties under the contract or applicable law.
 - n. **Execution Notice:** The parties will confirm in writing the fulfillment of all obligations arising from separation, thereby ensuring the official closure of the contract.
 - o. **Written Confirmation:** All decisions and agreements related to separation will be confirmed in writing in a document signed by both parties, ensuring the validity and enforceability of the agreed terms.
14. **Legal Modifications:** The parties acknowledge that applicable laws may be amended or updated, and commit to adjusting this contract accordingly to comply with such changes, to the extent possible.
- a. **Definition of Legal Modifications:** Legal modifications refer to any changes in applicable laws, regulations, or standards that may impact the performance or obligations of the parties under the booking contract.
 - b. **Mandatory Notification:** In the event of a legal modification affecting the contract, each party agrees to promptly notify the other party of relevant changes upon becoming aware of them.
 - c. **Assessment of Impacts:** The parties will jointly assess the impacts of legal modifications on the contract, examining financial, operational, and legal implications.
 - d. **Contract Adaptation:** If necessary, the parties will collaborate to adapt the booking contract accordingly to legal modifications, revising relevant clauses to ensure compliance and mutual protection.
 - e. **Negotiation of Terms:** In case of significant changes to contractual terms due to legislative changes, the parties will negotiate in good faith to find fair and acceptable solutions for both parties.
 - f. **Priority of Legal Obligations:** In case of conflict between contract provisions and legal requirements, legal obligations shall prevail, with adjustments made to maintain the integrity of the contract to the extent possible.
 - g. **Legal Consultation:** If needed, the parties may seek legal counsel to interpret the implications of legal modifications and make informed decisions on integrating them into the contract.
 - h. **Retrospective Effect:** Retroactive legal modifications will be considered where possible, with provisions aimed at minimizing negative impacts on the rights and obligations of the parties.
 - i. **Compliance Deadlines:** If deadlines are imposed to comply with new legal requirements, the parties commit to cooperating to meet these deadlines to the extent possible.

- j. **Open Communication:** Open and transparent communication between the parties will be maintained throughout the process of managing legal modifications, enabling effective collaboration to resolve any issues that may arise.
- k. **Renegotiation of Terms:** If legal modifications result in significant changes to contractual terms, the parties may need to renegotiate certain aspects of the contract to maintain balance and fairness.
- l. **Financial Consequences:** Financial implications of legal modifications will be considered in renegotiation discussions, ensuring necessary adjustments are fair and reasonable for both parties.
- m. **Documentation of Changes:** All changes to the booking contract in response to legal modifications will be appropriately documented and incorporated into an updated version of the contract.
- n. **Dispute Resolution:** Any disagreement on how to interpret or manage legal modifications will be resolved through open dialogue and seeking mutually acceptable solutions between the parties.
- o. **Written Confirmation:** All changes made to the booking contract in response to legal modifications will be confirmed in writing, ensuring clarity and traceability of the adjustments made.