

ARTIST PERFORMANCE AGREEMENT

This Artist Performance Agreement (hereinafter "**Agreement**") is made on November 1, 2024 of between **DREAM SOLUTION LLC** represented **Kirill Busygins** (hereinafter "**Operator**") and **ILIA BARAMIA (RUS ИЛЬЯ ЮРЬЕВИЧ БАРАМИЯ)** professionally known as "**AIGEL**" (RUS «АЙГЕЛЬ») (hereinafter "**Artist**") (hereinafter together "**Parties**") for the hiring of **Artist** and as independent contractor to perform for **Operator** several shows (hereinafter "**Shows**") in Helsinki, Tallinn, Riga, Vilnius, Warsaw, Prague, Belgrade, London, Vienna, Amsterdam, Lisbon and Barcelona (hereinafter "**Locations**").

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be as follows:

Confirmed show:

Location#1 Show#1 – Helsinki, Apollo, 20 March, starting time: 20:00
Location#2 Show#2 – Tallinn, Helitehas, 21 March, starting time: 20:00
Location#3 Show#3 – Riga, Tower, 22 March, starting time: 20:00
Location#4 Show#4 – Vilnius, Mello, 23 March, starting time: 20:00
Location#5 Show#5 – Warsaw, Odessa Club, 25 March, starting time: 20:00
Location#6 Show#6 – Prague, Futurum Music bar, 09 April, starting time: 20:00
Location#7 Show#7 – Belgrade, Dom Omladine, 13 April, starting time: 20:00
Location#8 Show#8 – Vienna, Szene, 14 April, starting time: 20:00
Location#9 Show#9 – Amsterdam, P60, 23 April, starting time: 20:00
Location#10 Show#10 – Barcelona, Sala Bikini, 24 April, starting time: 20:00
Location#11 Show#11 – Valencia, TBC
Location#12 Show#12 – Lisbon, TBC
Location#13 Show#13 – London, TBC

(Venue#1, Venue#2 and Venue#3 hereinafter together "**Venues**")

Both Parties agree that Operator, to the list above, with additional confirmation from the Artist, can add additional Shows.

Above and below both Parties acknowledge that "TBC" means "To be confirmed".

2. **Description of Show.** Each Show will be a musical performance accompanied by a live band provided by **Artist**. Show will last a minimum of **90 (ninety)** minutes.
3. **Compensation to be Paid to the Artist.**
 - A. 75% of Net Revenue after Show Expenses.
Net Revenue is defined as Gross Ticket Sales, less ticket commissions, Value Added Tax (VAT), less other local or national taxes including income withholding taxes and social taxes, less total expenses as agreed to by both parties. Taking into account that Performances take place in different location and in different jurisdictions, the **Operator** undertakes to notify the **Artist** on the percentage of any and all local and national taxes and charges that are to be withheld within each location, 1 month before the concert date.
 - B. The **Operator** shall make interim payments to the **Artist** starting from March 28 to April 25, 2025 on a weekly basis using the details provided by the Artist. After all agreed Shows, the final payment shall be made within 2 weeks after the last Show.
4. **Cancellation.**
 - A. If the **Operator** cancels the performance(s) (except as a result of the actions or omissions of the **Artist** or its manager or representatives or for reasons of Force Majeure) the **Operator** will be obliged to cover all the expenses incurred for the preparation of the Show.

- B. If the **Artist** cancels the performance(s) or does not appear at the performance or is unable to perform (except in cases where this is the result of the actions or inaction of the **Operator** or for reasons of force majeure), the **Artist** is obliged to reimburse all expenses incurred by the Operator for the preparation of the Show.
 - C. In case of a joint decision of the Artist and the Operator to cancel the Event, the costs incurred shall be included in the tour costs. Such decision must be agreed and confirmed by both Parties.
 - D. Both Parties agree that a change of venues from the above list solely by the Operator shall not constitute grounds for the Artist to cancel the Show and shall not be subject to any penalty by the Artist.
 - E. Both Parties agree that if a Show, which on the date of signing the Agreement is still in the status of "Show Pending Confirmation", is not finally confirmed, the Operator will not pay a fine or additional fee (for an unconfirmed Show) to the Artist.
5. **Promotion.** Operator shall be entitled to advertise and promote the appearance of **Artist** and the Show. **Artist** must provide photographs and video materials necessary for the promotion, at the request of **Operator**. All poster designs and promotional videos must be approved by **Artist** before they are published by **Operator**.
6. **Artist's Guest Tickets.** Operator will make available to **Artist 10 (Ten)** complimentary tickets to the Show for **Artist** to use at **Artist's** sole discretion.
7. **Flights, Accommodation and Dressing room at the Venue.**
- A. The **Artist's** household rider shall form an integral part of this Agreement and are attached as Exhibit A.
 - B. The **Operator** agrees to pay for and provide accommodation and travel as per the **Artist's** specific requirements.
 - C. The **Operator** agrees to pay for and provide all internal ground transportation for the **Artist**, Touring Party, and equipment. This is to include, but not be limited to: from airport to hotel, hotel to venue, venue to hotel, hotel to airport etc. To be agreed and confirmed by the Tour Manager.
 - D. The **Operator** agrees to apply and pay for all work permits, working visas and other documents that are necessary for the **Artist** to undertake the engagement herein unless otherwise agreed by the Parties in Telegram chat or other means of communication (email, whatsapp, any other messenger used by the team).
8. **Equipment.** Operator will provide at Venue all equipment requested by **Artist's** sound engineer in accordance with **Artist's** Tech Rider. The **Operator** is obliged to fulfill a technical rider, provide technical specialists and fully cover the agreed costs for the show agreed with the **Artist**. The **Artist's** production rider shall form an integral part of this Agreement and are attached as Exhibit B.
9. **Sound Systems Check.** A sound check conducted by **Artist** of Venue's sound system is required, at a time to be mutually arranged between **Artist** and **Operator**.
10. **Security, Health, and Safety.** Operator warrants that Venues will be of sufficient size to safely conduct the Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. **Operator** maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims

- 11. Taxes.** **Operator** agrees to prepare and file all tax information required of a person who hires an independent contractor and **Artist** agrees that they have sole responsibility for the payment of any federal or state taxes arising from the monies paid by **Operator** to **Artist** for the Show.
- 12. Indemnification.** **Operator**, shall defend, indemnify and hold harmless **Artist** and its representatives and employees against any claims made or legal actions brought against **Artist** by any person or entity as a result of injuries, damages, expenses and losses actually or allegedly incurred by such a person or entity arising out of or relating to the **Artist**'s hotel stay, commute, performance or failure to perform pursuant to this Agreement. **Operator**'s obligation shall include the cost of the **Artist**'s defense against such claims or actions. This obligation shall survive the termination, completion or expiration of this Agreement.
- 13. Severability.** Law and Forum selection. If any portion of Agreement conflicts with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force. This Agreement is governed by the laws of Belgium and any disputes will be resolved by the courts of Belgium.
- 14. Communication between Operator and Artist.** The Parties shall agree to correspond under this Contract by means of Email and Telegram chat using the nicknames of the authorized persons of the Promoter: @maxim_vpi, @whaaats_up and the Artist's authorized persons: @imarkinav. In case Telegram is not available for the reason out of the Parties' control, any instant messenger that will be approved for communication from both parties will be used as means of official communication.
- 15. Force Majeure**
- Force majeure shall include but not be limited to threat of terrorism or war, public disaster, epidemic, pandemic disease, order of National Government or Local Authority, fire, explosion, union resolutions, strike or lock-out, actual or threatened riots or civil disorder, national transportation failure national grid or local grid failure, national mourning, Royal demise, any Act of God, earthquake or tsunami, which would make the Artist's performance or the Engagement(s) impossible and/or is deemed by any competent authority or the Police or the fire service to present a danger to the audience and those attending, working or performing at the Engagement(s) if the performance or the Engagement(s) were to proceed: ticket outlet bankruptcy and/or insolvency and/or termination of operations: dissolution or closure of the venue/club of the Engagement(s). If the Engagement(s), or the Artist's appearance and performance at the Engagement(s) referred to in this contract, is curtailed, cancelled or abandoned due to any instance of force majeure, the Artist will return any deposit paid, directly relating to the cancelled performance and all parties shall agree on a procedure to minimize losses from force majeure. It is agreed that the Promoter cannot be the party who bears losses from the occurrence of force majeure circumstances.

THE Operator

By: Kirill Busygins
Date:



THE ARTIST

By: ILIA BARAMIIA
Date:



EXHIBIT 1 – Artist's household rider.

- A. **Operator** will provide **Artist** with a round-trip flight in economy class from Berlin, Germany for 3 (three) members of **Artist's** team and from Montenegro for 1 (one) member of **Artist's** team, so as transportation between place of accommodation and port of entry (arrival and departure), transportation between place of accommodation and Venues.
- B. **Operator** will provide **Artist** with place of accommodation during **Artist's** whole time of stay in Locations (Hotel or/and Villa with main amenities (shower, beds, AC) in full accordance with these options: two double rooms (2 twin beds) or three rooms – one of which is king bed/twin beds, two of which are single rooms (all including breakfast).
- C. **Operator** will provide **Artist** Venue (for sound check, venue check and Show) and equipped dressing room at the Venue in with these: Separate lockable room with a mirror; 8 bottles of still water (not from the refrigerator); Tea; Whole grain bread sliced, cheese sliced, tomatoes and cucumbers sliced, sausage sliced; The first option: White bread, red fish, brie/camembert cheese, door blue or The second option: pizza or rolls ("Philadelphia" or with eel). All dishes should be WITHOUT mayonnaise! Fruit plate; Martini; classic Schweppes; Coca-Cola; wine: dry red and dry white; Icos sticks (5 packs) Heets Turquoise Collection or Parlament Purple Wave. If some of the products are prohibited or not being sold in Location, **Operator** will try to replace with best possible option.

THE Operator

By: Kirill Busygins

Date:



THE ARTIST

By: ILIA BARAMIIA

Date:



EXHIBIT 2 – Artist's production rider.

PA-System

You must provide a professional 3-4 way PA-System (L'Acoustics, NEXO, Meyer Sound and etc) that will produce enough coverage for venue (apply frontfills and outfills system if necessary).

The system must be fully working and free from noise and mains hum.

FOH

You must provide a professional DIGITAL mixing console (Yamaha CL/QL preferably) with Wi-Fi access point and iPad with installed console software. 3,5mm Jack (miniJack) for iPod. The console must be located in the zone of the main systems (not close, not on the side, not behind, preferably at the centre of venue).

MONITORING

Monitoring system consist of four monitor lines from FOH: 1) Wireless IEM system for AIGEL in stereo. 2) WEDGES for ILYA. Monitor system consists of two wedges;

Wedges requirements: you must provide active or passive two-way speaker cabs with 12" or 15" woofer, max spl peak not less than 125dB. Extremely desirable to use same cabinets in all monitor lines and amps with DSP and presets for particular cabs. In favour: L-Acoustics HQ115, NEXO PS15, Meyer Sound MJF- 212. Out of favour: JBL EON and other plastic active speakers.

All equipment should be connected and adjusted prior to the beginning soundcheck. 1 hour minimum (2 hours maximum) is necessary for a soundcheck. During time of soundcheck on the stage and in the auditorium presence of the people who have been not involved in carrying out of a show is extremely undesirable.

BACKLINE ILYA

Key stand with rack cover for devices Six power outlets 230V Five Jack-Jack cables Five DIBOX channels

BACKLINE AIGEL

Wireless vocal microphone **SHURE only!** (SLX-D and above). Band will change microphone cartridge! Mic boom stand

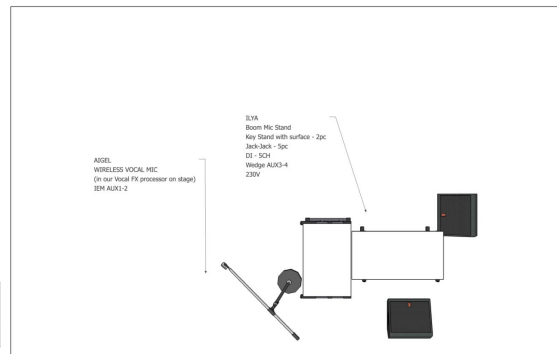
Wireless vocal microphone **SHURE only!** (SLX-D and above). Band will change microphone cartridge! Mic boom stand

INPUT LIST

CH.	LABEL	SOURCE
1	MPC L	DI
2	MPC R	DI
3	VOCAL L	DI
4	VOCAL R	DI
5	REF TONE	DI
	iPod L	
	iPod R	
	Talkback	

AUX PATCH

AUX CH.	LABEL	DESTINATION
AUX1-2	AIGEL	AIGEL IEM
AUX3-4	ILYA	BASS WEDGES



VIDEO

In the case of an LED screen or video projection capability, band needed HDMI connection on stage and additional keyboard stand with surface (rack cover is ok) for our macbook.

LIGHT

During the soundcheck and the band's performance the presence of a light operator is necessary.

If you have concerns at any point of this rider, please contact our FOH-engineer as soon as possible: Rostislav Kundik rvk.sound@gmail.com +7 916 758 38 93 (iMessage, WhatsApp) FB: <https://www.facebook.com/rostislav.kundik>

THE Operator

By: Kirill Busygins
Date:

THE ARTIST

By: ILIA BARAMIIA
Date:

EXHIBIT 3 – Preliminary project summary estimate.

THE Operator

By: Kirill Busygins
Date:

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

THE ARTIST

By: ILIA BARAMIIA
Date:

A handwritten signature in blue ink, featuring a stylized, circular flourish that resembles a capital 'B' or 'D' with a long horizontal stroke extending to the right.