



Annex A General Conditions of Supply

Premises and validity of the document

This document is to be considered an integral part of the contract Prot. no. of / / , to which it is annexed.

Definition of the parties

1. **Client:** indicated in the main document/s (if more than one natural person is involved, they will be jointly and severally liable)
2. **Mab S.r.l.s.**, hereinafter referred to as **Mab**, with registered office in Via Palermo, 5 95030 Tremestieri Etneo; as the company holding all rights in relation to the swing music formation **Chicky Mo Swing Band**, 5-element band (Voice, Piano, Bass, Drums, Sax).

Article 1 - Vision and artistic awareness

The Client, by placing the **flag on the** online form and/or signing this document and/or the Main Document, **declares to have seen and known the style, repertoire and artistic setting of the Chicky Mo Swing Band**, also through descriptive material, live performances and/or viewing and listening to audio/video content available on the Artist's official channels (YouTube, SoundCloud, Instagram, Facebook, etc.).

The Client **therefore declares to be fully aware** of the musical genre, repertoire and type of concert subject of this writing, **accepting them in full without reservation.**

Article 2 - Compliance and Authorizations

Mab. declares that, no later than the date of the performance, the same and **Chicky Mo Swing Band** will be in possession of all the authorizations and obligations provided for by the current legislation on artistic performances (*INPS - ex ENPALS, INAIL, etc.*). It also declares that **any such charges are included in the agreed price.**

The **Client**, as the organizer of the event, declares that no later than the date of the performance will be in possession of all authorizations, licenses and permits provided at its expense to allow the execution of the artistic performance, with particular reference to the opening and payment of the copyright file (*e.g. permission SIAE or other body legally entitled to collective management of copyrights, such as Soundreef, LEA - Free Publishers Authors, or equivalent*).

Mab may offer, **upon the Client's express request**, as an **additional paid service**, the handling of administrative procedures relating to copyright in the name and on behalf of the Client; the cost of this service is determined based on the **official price list in force** and will be specified in the main document or in a special quotation.

Article 3 - Equipment and Audio/light service

Mab declares that the **Chicky Mo Swing Band** will be **equipped with instrumentation and audio/light equipment** appropriate to the performance required and the spaces intended for it. This **audio/light equipment** is provided **together with the concert** and is to be considered an **essential condition** (*conditio sine qua non*) for the realization of the performance itself.

The Chicky Mo Swing Band exclusively uses its own technical equipment and **does not connect or integrate with equipment provided by third parties or the host location**, because the set-up and the acoustic and voice configuration are derived from specific technical and artistic studies aimed at preserving the sound identity and performance quality of the Artist.

If the customer wants to **enhance or customize the stage set**, making the performance more spectacular (*e.g. through additional lighting effects, smoke, motorized headlights, modular stages, projections, ledwalls or other visual elements*), Mab will be able to **provide additional optional services**, available at the price list and on a dedicated quotation.

Therefore, any **proposals for setting up or** modifying the stage area, stage or performance spaces, even if carried out by third parties commissioned by the Client (*e.g. event planners, set-ups, local services, location technicians*), **must be submitted for prior written approval** to Mab or the Artistic Director delegated by it, **at least 15 (fifteen) days before** the event date.

All the technical and scenographic configurations proposed by **Mab** will be developed respecting the artistic and visual coherence of the **Chicky Mo Swing Band**.

It is **absolutely forbidden** for the Customer to hire, commission or allow the intervention of other suppliers or external technicians for the amplification, installation, phoning or management of the audio/lighting system, as well as for the preparation or modification of the stage area or the area intended for the possible dancing phase or further performances.

Failure to comply with this prohibition will result, at the discretion of Mab, **in the immediate termination of the contract for non-performance** by the Customer, with the right of Mab to **detention or full compensation**, subject to compensation for any further damage.

The **Customer will** not be held responsible for the equipment and musical instruments owned and/or in possession of Mab and/or the Chicky Mo Swing Band and/or individual musicians and technicians, except for failures and/or damage resulting from:

- malfunction or regulatory inadequacy of electrical installations and/or equipment (e.g. switchboards, sockets, etc.);
- Inadequate electrical voltages;
- The stage or performance space is inadequate in relation to climatic conditions, logistical requirements or does not meet the safety requirements;
- spectators attending the event;
- as provided for in art. 7 of this document

In all the above cases, the Customer will be obliged to pay **Mab S.r.l.s., Chicky Mo Swing Band, musicians and/or technicians** for the damages suffered, with the right to claim in turn against the respective service provider or the natural person who caused the damage.

Article 4 - Logistics obligations of the Customer

The Client undertakes to arrange, in the place where the **Chicky Mo Swing Band** will perform, all necessary measures to ensure the proper performance of the concert and related services, ensuring the safety of cast members, staff and safeguarding the instrumentation.

These measures must, if necessary, be **approved** in advance by a representative of **Mab**, including at any on-site visits.

4.1. The Client undertakes to provide:

4.1.1 At least **one electrical network point** according to the law, which complies with the safety provisions.

4.1.2 A **stage certified** according to the law or a suitable stage space for the performance, whether or not elevated, consisting of a solid floor of at least **5x3 m** for **indoor** events **or 6x4 m** for **outdoor** events, with a homogeneous surface and without disconnections.

4.1.3 **Unloading and loading point:** should be located as close as possible to the setup point, free of third-party means, obstacles or impediments may obstruct the passage or slow down the loading and unloading operations during the times planned for these operations and communicated in advance by Mab to the Customer.

These requirements are also established **to protect the safety and security of employees, collaborators and agents of Mab, as well as to ensure the correct** and timely execution of the activities of setting up and unsetting.

4.1.4 **Parking** for the entire duration of the event, to be placed **inside the host structure**, (*therefore NOT on the road, NOT in public or private unguarded outdoor parking*), for **n. 1 van** (high roof, long step) and **n. 1 car**. It is therefore permitted to provide parking outside the structure only if guarded.

4.1.5 **n.1 dressing** room (or appropriate room) with **bathroom** reserved for the Cast and Staff, unless otherwise agreed in writing between the parties.

4.1.6 A number of **meals equal to the total** number of Cast and Staff operators present at the event. Menu at the sole discretion of the Customer

4.2. Stage space and visibility

The space in front of the stage or stage shall be free from any encumbrance for at least 5 metres. Therefore, equipment, tables, gazebos, fixtures or other third party elements (e.g. catering, host location, fitters, event planners, florists, film/photo operators, etc.), in order to ensure full visibility of the performance and allow the public to use these spaces comfortably for a possible dancing phase.

The client is obliged to inform Mab of any discrepancy between the space requirements indicated above and the actual conditions of the stage area available at the event venue.

IMPORTANT:

- The Client is obliged to inform **all other operators involved in the realization of the event of the space and accessibility requirements listed above.**
- The Client must also communicate **the timing of the concert** (listening phase and dancing phase), as agreed with Mab or with the Performing Director of the Chicky Mo Swing Band, **to all suppliers who will organize their activities according to the concert.**

Article 5 - Timing of setup and dismantling

The average **unloading and** setuptime is about **three hours**. Mab guarantees the completion of the installation of the equipment within one hour before the entry of the public in the area intended for the concert (*indicated in the main document and its possible modifications, provided you communicate by e-mail or WhatsApp at least 24 hours in advance*).

The **disassembly and loading** operations, **which take an average of two hours, will begin immediately after the end of the concert.**

For reasons of **security and aesthetic** decorum, **it will be the Client's care** to arrange **thetransferof** guests/public **into** another **area of the** location and ensure the full cooperation of the host structure, including the provision of adequate lighting for the duration of such technical operations.

Article 6 - Impediments to performance for reasons not attributable to Mab

If the performance, whether open or closed, could not begin, or should be interrupted or suspended for **reasons not attributable to Mab or the Chicky Mo Swing Band**, the **Customer will still be required to pay Mab the entire agreed amount**, without the possibility of reductions or refunds.

Non-attributable causes include, but are not limited to:

- **Adverse weather conditions** (*rain, wind, humidity, extreme temperatures or other atmospheric phenomena that compromise the safety or integrity of persons and equipment*);
- **Interruption or failure of the power supply** to other technical installations supplied by the Client or the host facility;
- **Accidents or incidents** resulting from characteristics, deficiencies or malfunctions of the location;
- **Interventions, limitations or disposition** by the Public Security Authority, the Health Authority or other competent public bodies;
- **Force majeure, or any other unforeseeable circumstances** that make it impossible or dangerous to perform the service.

It is understood that if the interruption or suspension is **temporary** and does not affect the safety of personnel, the public or equipment, the **Chicky Mo Swing Band** will undertake, **consistent with the technical, logistical and safety conditions, to resume the performance as soon as possible.**

In case of **cancellation, postponement or change of date** due to one of the causes listed above, the parties may agree on a **new date for the performance**, consistent with the availability of the Band. In this case, the **compensation already paid or due will remain fully** valid for the new date, **without additional charges to the Client**, except for any documented expenses already incurred by Mab for the original date (*transfers, logistics, technical personnel, etc.*), which shall **be reimbursed by the Customer**. If it is not possible to agree a new date within **60 days** of the original date, **the compensation will still be due in full**, as compensation for impossibility not attributable to Mab and/ or Chicky Mo Swing Band.

Article 7 - Weather or safety conditions

In the event that the event or preparatory activities (*unloading, assembly, soundcheck, exhibition, disassembly*) take place outdoors and despite adverse weather conditions or potentially dangerous (*rain, wind, humidity, excessive cold, extreme temperatures, instability of roofs or temporary structures or other*

similar situations), the **Client or the management of the event designated by it**- despite the contrary opinion expressed by **Mab** or the **Director** of the Chicky Mo Swing Band- decides to continue or otherwise start the activities, **responsibility for any damage** to people, instruments, equipment, technical materials or structures will be **entirely at the expense of the entity that has arranged the continuation**.

In such circumstances:

- The **Client indemnifies and holds fully harmless** Mab, the Chicky Mo Swing Band, their employees and collaborators from any damage, loss, injury or prejudice resulting directly or indirectly from the decision taken;
- Mab may, at its discretion, require **the signing of an appropriate declaration of assumption of responsibility on the part** of the Client or the person who has arranged the continuation, as a condition for the execution or continuation of the activities;
- However, **Mab reserves the right to immediately interrupt or suspend** any technical or artistic activity if it considers that there is a risk to the safety of persons or property;
- **It remains** that the decision to suspend or not start operations, if there is a risk for security, can **in no way be considered contractual default on the part of Mab**.

In any case, even if the service cannot be completed or is suspended for the reasons indicated above, **the entire agreed compensation will remain due to Mab, without prejudice** to the right to compensation for any further damage suffered.

Article 8 - Decision-making powers and relations with third parties

Unless otherwise expressly stated in the Main Document, no third party shall (*including, but not limited to, event manager, wedding planner, catering manager, property or management of the host locations, fitters, technical services or other suppliers involved in the event*) is authorized to modify, to supplement or in any way influence decisions relating to logistics, music repertoire, technical or artistic management, as well as any other aspects governed by this Agreement.

The only person with **full and exclusive decision-making power** in these areas is the **Artistic Director** of the concert, appointed by Mab, who will be present on site during the event and will have the authority to coordinate and supervise all phases of preparation, execution and dismantling.

Any instructions or requests from third parties may be taken into consideration **only with the express consent** of the Artistic Director or a representative formally designated by Mab.

In the event that the Customer or third parties appointed by him issue provisions contrary to what has been established by Mab or the Artistic Director, **all liability for any damage, delays or interruptions** resulting from such decisions **shall be borne entirely by the Customer**, which also undertakes to protect and hold harmless Mab, the Chicky Mo Swing Band and their employees from any the injurious consequence. In such circumstances, Mab shall be entitled to withhold or receive the full **agreed compensation**, subject to compensation for any further **damages or costs incurred** (*including damage to tools, equipment, logistics delays, additional leases or additional personnel costs*).

Article 9 - Clothing of the Band (Outfit)

Musicians, **at the discretion of the Performing Director**, will wear one of the following **official "outfits"**:

1. **Black Tuxedo**
 - Black dress with "spear" or "shawl" chest of the same color;

- White shirt;
- Black shoes;
- Black stockings;
- Black belt or braces;
- Black bow tie.

2. Dark Grey Tuxedo

- Dark grey dress with chest in black satin "shawl";
- White shirt;
- Black shoes;
- Black stockings;
- Black belt or braces;
- Black bow tie.

The Performance Director has **full discretion** in selecting the most appropriate outfit for each musician depending on the context, the type of event and the aesthetic consistency of the concert.

Article 10 - Cancellation or revocation of the event

10.1 Cancellation or revocation by the customer

If the Client decides to cancel the event or revoke the assignment for reasons **not attributable to Mab** and/or the **Chicky Mo Swing Band**:

- If the cancellation notification is made more than **30 days before the date of the event**, the deposit already paid will not be returned.
- If the communication takes place **within 30 days prior to the date of the event**, the Client will be required to pay 50% of the agreed amount, net of any deposit already paid.

In both cases, Mab may charge all **documented expenses already** incurred for the preparation of the event, such as travel, equipment rental, logistics, technical or artistic staff already hired or other organizational costs.

10.2 Cancellation or waiver by Mab

In the event of a waiver by Mab, the deposit paid by the Customer will be returned **in full**. Alternatively, Mab may propose **alternative band** of equal artistic and economic value. The Client has the right to **accept** or **reject** the proposal; in case of refusal, Mab will be released **from all contractual obligations and will** return the deposit.

Article 11 - Composition of the Band and right of substitution

Being the Chicky Mo Swing Band the support orchestra to the singer **Antonio Campanella**, the band considers itself **regularly "on stage" regardless** of the instrumentalists viewed and/ or rehearsed at the stage of concluding this contract.

The basic **condition** for the Chicky Mo Swing Band to be considered on stage is the **presence of M° Antonio Campanella**.

11.2 Substitutability of musicians

Any other component of the band is considered replaceable , **without** this entails loss of the brand **Chicky Mo Swing Band**, Brand exclusively owned by **M° Antonio Campanella** and **Mab S.r.l.s.**

Mab and M° Antonio Campanella reserve the right to replace each musician of the band (*except voice*), in order to ensure a service constantly at the highest artistic and professional levels. In any case, the replacement of the musicians will not entail any change to the repertoire, the line-up or the band's performance arrangements.

11.3 Reference to other provisions

For all other situations relating to replacements or unforeseen events, reference is made to **point 10 of this contract**.

Article 12 - Repertoire and set list

12.1 Repertoire and set list

The Artist's repertoire **cannot be changed**. The set of the concert is chosen at the **discretion of the Performing Director**, in order to ensure the artistic quality and stylistic consistency of the performance.

The Client may specify a maximum of **two live tracks**:

- the opening track of the dancing phase (if provided)
- possible dedication passage

Any other choice of songs remains **the exclusive responsibility of the Performing Director**.

12.2 Required tracks in digital format

If the Client wishes to request pieces that are not consistent with the Artist's repertoire, the **original versions of the songs, reproduced in digital format**, will be used.

If the Client wishes to request more than two songs in original version to be reproduced in digital format, please refer to any **optional service for a fee**, which may include DJ and/ or audio direction, as set out in the Main Document under the sections relating to optional services.

12.3 Protection of the brand and artistic coherence

Each performance, including the reproduction of digital tracks, must respect the **artistic and qualitative consistency of the Chicky Mo Swing Band**.

Any changes to the repertoire or the line-up that compromise the artistic integrity of the band **will not be allowed**, even if requested by the Client or third parties.

Article 13 - Participation of other artists and use of equipment and/or musical instruments

13.1 General prohibition

Unless otherwise expressly agreed **in writing** with Mab or with the Artistic Director of the **Chicky Mo Swing Band**, no participation of other artists, hosted or performances by third parties is permitted, nor the use of the Band's technical or musical equipment for purposes other than its official performance.

13.2 Speaking engagements and speeches

Any speeches, spoken or hosted interventions must be **agreed** in advance with Mab and/ or the Artistic Director.

The relevant **schedule and timing** of such interventions must be **communicated at least two days before the date of the event**, unless otherwise agreed in writing.

13.3 Technical use by other suppliers

The use of the Band's audio equipment as a **technical support** for **external suppliers** (*for example for video projections, audio messages, playback or short musical contributions*) **may be permitted only by agreement** with Mab or the Performing Director, under the following conditions:

- the use shall **not interfere with or interrupt** in any way the performance of the Chicky Mo Swing Band;
- the total duration shall not exceed **10 minutes**;
- The **time of execution** shall be determined at the sole **discretion of the Director of Execution**.

13.4 No use of musical instruments

The musical instruments of the Chicky Mo Swing Band **may not be used in any case** by third parties, nor for rehearsals, playback, performances or other activities.

13.5 Additional costs

Where the use of audio equipment is authorised under point 13.3, an **additional charge may apply** unless otherwise agreed in writing and stated in the Main Document.

Article 14 - Billing, deposit and balance

14.1 Down payment

The Customer is required to pay the deposit as indicated in the **Main Document**. **If the down payment invoice is not paid by the due date**, this contract, **even if signed**, will be considered null and void, and Mab reserves the right not to follow up on the organization of the event.

14.2 Balance

The balance must be paid by **11:00 on the day of the event**, as indicated in the Main Document.

If payment is not received within this period, the **technical staff will not leave the company's** premises for equipment setup, suspending all activities until full payment has been received. In this case, any liability for delays, cancellations or modifications of the event will be **borne exclusively by the Customer**.

Article 15 - Rules of reference and jurisdiction

For any aspect not provided for in this private document, please refer to the applicable regulations. The parties undertake to attempt an amicable settlement of any disputes before taking legal action. In the event of failure to agree, pursuant to art. 54 of the D.P. n. 492 of 25/08/1953, the competent court will be that of the place where Mab S.r.l.s. has its registered office. Any registration shall be borne by the party making it necessary.

Subscription and acceptance

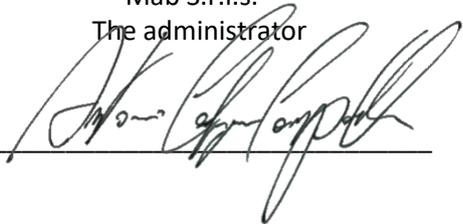
Read, confirmed in all its parts and signed for acceptance in

Tremestieri Etneo, / /

(the Client)

Mab S.r.l.s.
The administrator

Client 1 Client 2

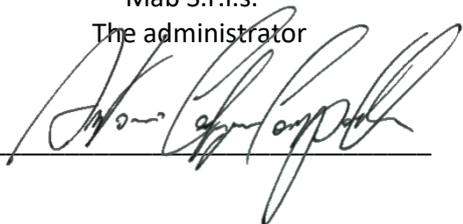


The parties declare that they have read and accept without reservation the provisions of articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and that any modification or correction to the Agreements contained in this contract is excluded and absolutely not valid. Each party declares that it has received a copy of this contract.

(the Client)

Mab S.r.l.s.
The administrator

Client 1 Client 2





Information on the processing of personal data

MAB Srls, with registered office in Via Palermo, 5 95030 Tremestieri Etneo (CT), VAT number 05365700870 (hereinafter, "Holder"), in quality of Data Controller, informs you pursuant to art. 13 D.Lgs. 30.6.2003 n. 196 (hereinafter, "Privacy Code") and art. 13 EU Regulation n. 2016/679 (hereinafter, "GDPR") that your data will be processed in the manner and for the following purposes:

1. Subject matter of processing data

The Data Controller processes personal data (such as name, surname, company name, address, telephone, e-mail, bank and payment references - hereinafter, "personal data" or even "data") that has been communicated when reaching contract agreement for the services of Data Controller.

2. Purpose of data processing

Your personal data are processed without your express approval (art. 24 letter a), b), c) Privacy Code and art. 6 lett. b), e) GDPR), for the following Service Purposes:

- to conclude the contracts for the services of the Data Controller
- to fulfill the pre-contractual, contractual and tax obligations arising from relations with you,
- fulfill the obligations established by law, regulation, community legislation or by an order of the Authority (such as for anti-money laundering),
- exercise the rights of the holder, for example the right to defense in court.

3. Processing personal data

The processing of your personal data is carried out by means of the operations indicated in art. 4 of the Privacy Code and art. 4 n. 2) GDPR and more precisely: collection, registration, organization, storage, consultation, processing, modification, selection, extraction, comparison, use, interconnection, blocking, communication, cancellation and destruction of data. Your personal data is subjected to both paper and electronic and / or automated processing. The Data Controller will process personal data for the time necessary to fulfill the aforementioned purposes and in any case for no more than 10 years from the termination of the relationship for the purposes of the service.

4. Access to data

Your data may be made accessible for the purposes referred to in art. 2:

- to the Data controller employees' and collaborators', in their capacity as people in charge and / or internal processors and / or system administrators;
- to third-party companies or other subjects (for guidance, credit institutions, professional firms, consultants, insurance companies for the provision of insurance services, etc.) which carry out outsourcing activities on behalf of the Data Controller, in their capacity as external responsible of the data processing .

5. Data communication

Without the need for an express approval (pursuant to Article 24 letter a), b), d) Privacy Code and art. 6 lett. b) and c) GDPR), the Data Controller may communicate your data for the purposes referred to in art. 2 to Supervisory Bodies

(such as IVASS), Judicial Authorities, to insurance companies for the provision of insurance services, as well as to those subjects to whom the communication is mandatory by law for the accomplishment of said purposes. These subjects will process the data in their capacity as independent data controllers. Your information will not be disseminated.

6. Security

The data is well kept and controlled by adopting appropriate preventive security measures, aimed at minimizing the risks of loss and destruction, unauthorized access, and the treatment that is not permitted and different from the purposes for which the processing is carried out.

7. Data transfer

The management and storage of personal data will take place in the European Union.

8. Rights of the interested party

In the capacity as being an interested party, you have the right pursuant to art. 15 GDPR and precisely the following rights:

- i. to obtain confirmation of the existence or not of personal data concerning you, even if not yet registered, and their communication in an intelligible form;
- ii. to obtain the indication: a) of the origin of personal data; b) of the purposes and methods of the processing; c) of the logic applied in case of treatment carried out with the aid of electronic instruments; d) of the identification details of the owner, the managers and the designated representative pursuant to art. 5, paragraph 2 of the Privacy Code and art. 3, paragraph 1, GDPR; e) of the subjects or categories of subjects to whom the personal data may be communicated or who can learn about them as appointed representative in the territory of the State, managers or agents;
- iii. to obtain: a) an update, rectification or integration of data; b) cancellation, transformation into an anonymous form or blocking of data processed unlawfully, including data whose retention is unnecessary for the purposes for which the data was collected or subsequently processed; c) the attestation that the operations referred to in letters a) and b) have been brought to the attention, also as regards to their content, of those to whom the data has been communicated or disseminated, except in the case in which such fulfillment proves to be impossible or involves a use of means manifestly disproportionate to the protected right;
- iv. to object, in whole or in part, for legitimate reasons, to the processing of personal data concerning you, although relevant to fulfil the purpose of collection. Where applicable you also have rights referred to articles 16-21 GDPR (right or rectification, right to be forgotten, right to limitation of processing, right to data portability, right of opposition) as well as the right of complaint to the Guarantor.

9. Methods of exercising rights

You can exercise your rights at any time by sending a communication:

1. by e-mail, at mab.srls@outlook.it
2. or by post A.R., to: MAB S.r.l.s. Via Palermo, 5 95030 Tremestieri Etneo (CT)

10. Controller data, manager and people in charge

MAB S.r.l.s. is the Data Controller.

The updated list of data processors and people in charge of processing is kept and can be consulted at the Data Controller's office.