

PERFORMANCE AGREEMENT

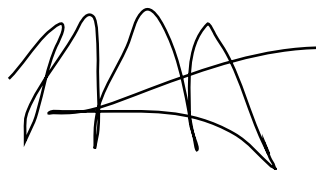
This Agreement is made on this 17th day of March, 2017 by and between the Italian Cultural Institute, located at the Chancery of the Embassy of Italy in Washington, DC, at 3000 Whitehaven Street NW, Washington, DC 20008, legally represented by Amb. Armando Varricchio, Director *ad interim* (the Institute), and Tezoro Productions, located at 350 West 57th Street, Suite 8D, New York, NY 10019, legally represented by Michele Assaf (the "Contractor").

Whereas:

the Institute is co-presenting the event "Shortcut to Europe: EU Embassies' Open House", in collaboration with the Embassies of the EU, under the coordination of the EU Delegation in Washington DC, which will take place at the Embassy of Italy in Washington, DC on May 13, 2017, from 10:00 am to 4:00 pm, and has accepted the proposal presented by the Contractor on February 19, 2016.

The two Parties to this agreement, as represented above, agree to the following terms and conditions:

- 1) The Contractor shall execute 5 (five) replicas, of the duration of about 15 minutes each, at one-hour interval of the show "The Changing of", an original choreography of contemporary dance for 7 (seven) dancers from the ensemble World Dance Movement, (the "Performance").
- 2) The Institute commits to corresponding the overall gross sum of \$12,000.00 (twelve thousand US dollars and 0 cents) as compensation for the Performance outlined in article 1 (the Fee). The Fee is inclusive of all expenses sustained by the Contractor in relation to the Performance, with the exception of the expenses expressly assigned by this Agreement to the Institute. The payment of the Fee shall be made by bank check or bank transfer payable to Tezoro Productions at the successful conclusion of the event and upon receipt of an official invoice.
- 3) The Institute commits to cover travel expenses from Rome to New York and back for 5 dancers, according to the itinerary provided by the Contractor, in order to allow for the ensemble to rehearse.
- 4) The Contractor commits to the fulfillment of any and all tax obligations that may result from the benefits derived from this Agreement.
- 5) The Institute shall guarantee the use of a dressing area with washroom located in the proximity of the stage.
- 6) The Institute shall guarantee the presence of properly amplified audio equipment, including a CD player.
- 7) The Contractor shall provide all other items required by the Performance.
- 8) The non execution of the performance under this contract due to force majeure recognized by the laws and customs will not constitute breach of contract.

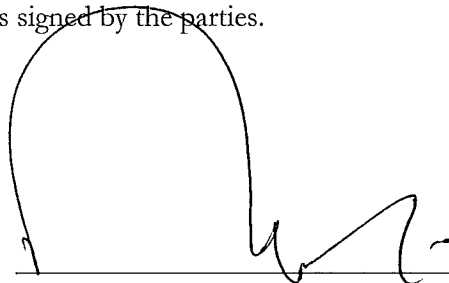


- 9) The Contractor shall be excused from their obligations in the event of a cancellation of the performances due to proven legitimate condition or occurrence beyond their control, and the Institute will be under no obligation to pay the Fee. The Contractor will not be held accountable for loss of money and other issues related to the cancellation of the performance, nor will the Contractor be held responsible for any bad press or bad publicity that could arise as a consequence of the cancellation.
- 10) If applicable, the Contractor shall guarantee the fulfillment with the competent authorities of all the requirements related to the acquisition and protection of copyright.
- 11) The Contractor shall be responsible for all accidents and injuries caused to the dancers and/or third persons or damages to things in the execution of the Performance due to negligence.
- 12) The Parties shall publicize the event through their own channels. All publicity material used by the Contractor shall include the Institute's logo.
- 13) In case of any dispute arising from this agreement, the Parties agree to take legal action only after all attempts to reach an amicable resolution are exhausted, and the immunity and privilege established by International accords shall apply.
- 14) The Contractor shall be responsible for any and all costs and payments not explicitly assigned by this Agreement to the Institute, including, but not limited to, travel expenses other than the expenses listed in item 3, room and board expenses, any and all expenses for any preliminary visit of the Contractor to inspect the venue, and all costs related to any and all insurance and/or social security plans, worker's compensation or other such programs.
- 15) This agreement does not constitute an employment agreement between the two Parties.
- 16) This agreement cannot be automatically renewed.
- 17) The Institute reserves the rights to rescind this agreement by simple written notification with no obligation to pay in the following cases:
 - failure of the Contractor to comply with Federal and local legislation, regulations or codes, or with the terms of this agreement;
 - evident negligence of the Contractor in the execution of the services;
- 18) The Contractor shall give their consent to the processing of the information contained in this agreement in accordance with the law on transparency in the Italian Public Administration (Legislative Decree 33/2013)
- 19) The Parties agree to the processing of personal information in compliance with the laws on the right to privacy.
- 20) This Agreement drafted in 2 (two) originals is signed by the parties.

Washington, DC, March 17, 2017



Michele Assaf
Tezoro Productions



Amb. Armando Varricchio
Italian Cultural Institute