RECORDING LICENSE AND PRODUCTION AGREEMENT

WHEREAS:

1. Da Vinci Publishing, a company duly organised and existing under the laws of Japan, with registered office in Osaka, Japan, duly represented herein by its legal representative pro tempore, Mr. Edmondo Filippini (hereinafter referred to as the "Company");

2. Mr./Ms. _____, whose personal details are set out in the form attached hereto and forming an integral part of this agreement (hereinafter referred to as the "Artist"), who declares and warrants that he/she holds, or is duly authorised to grant, all necessary rights in and to the sound recordings of his/her performances embodied in the Master, including the right to license their exploitation and distribution, subject to the terms of this agreement;

WHEREAS the parties wish to regulate their contractual relationship with respect to the production and exploitation of the sound recordings embodied in the Master;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1. Assignment of Exploitation Rights of the Master

1.1 The Artist declares and warrants that he/she holds, or is duly authorised to grant, all rights necessary to license the exploitation of the Master provisionally titled (where the definitive title has not yet been determined) "_____" (hereinafter the "Master"), and that such rights are free from any claims by third parties which would prevent the granting of the license under this agreement.

1.2 The Artist hereby grants to the Company, on an exclusive basis and subject to the terms and conditions set out herein and in Article 2 below, a license to exploit the Master, including the right to produce, reproduce, distribute and make available phonographic recordings, in audio form and, where applicable, audiovisual form, derived from the Master. Such license includes the right to transfer the Master onto any media or format, whether physical or digital, including but not limited to discs, tapes, files and any other means of sound and/or image reproduction, whether now known or hereafter devised (collectively, the "Media").

1.3 The Company shall have the right, but not the obligation, to exploit and market the Media in accordance with the terms of this agreement, using reasonable commercial efforts, without any guarantee as to the extent or results of such exploitation.

ARTICLE 2. Duration and Terms of the Licence

2.1 The exclusive licence granted under Article 1 shall commence on the date of delivery to the Company of the Master in a form technically compliant with the specifications required by the Company.

2.2 The licence shall be granted for an initial term of five (5) years from the commencement date set out in Article 2.1. Upon expiry of the initial term, the licence shall be automatically renewed for successive periods of five (5) years each, unless either party gives written notice of termination to the other party at least three (3) months prior to the natural expiration of the then-current term. Upon termination or non-renewal of the licence, the Company shall be entitled to continue the sale of any remaining physical stock of the Media for a period of up to six (6) months, at reduced cost and without any obligation of re-manufacture. At the end of such period, any remaining physical copies shall be destroyed, unless otherwise agreed with the Artist. Digital distribution of the Master shall cease within two (2) months from the effective termination date of the licence. In the event that the Artist requests early termination of the licence prior to its natural expiration, the Artist may elect either:

(a) to purchase any remaining physical stock at a unit price of Euro 2.00 (one/00) per copy; or
(b) to reimburse the Company for the documented costs incurred for the destruction of the remaining stock.

2.3 The Artist undertakes to deliver to the Company the Master ready for manufacture, together with all relevant credits and documentation, including, by way of example and not limitation, date and place of recording, names of performers and technical personnel, and any other information reasonably required by the Company.

2.4 Upon acceptance of the Master and of the related graphic material in accordance with Article 2.5 below, the Company undertakes to produce and manufacture the Media within sixty (60) days from the official printing date. Such printing date shall be communicated to the Artist at least thirty (30) days in advance, in accordance with the Company's standard production schedule.

2.5 The manufacture and publication of the Media shall be subject to the prior approval by both parties of the final audio material and of the complete graphic layout. The Artist's approval shall constitute final acceptance of the approved materials. Upon such approval, the Company shall be fully released and held harmless from any claims relating to errors, inaccuracies or omissions contained in the approved audio or graphic materials. The Company shall remain solely responsible for any defects, errors or non-conformities arising during the manufacturing, printing or duplication phase, provided that such issues are not attributable to the materials approved by the Artist. In the absence of the Artist's final approval, the Company shall have no obligation to proceed with manufacture or publication.

2.6 Any requests, proposals or variations relating to the execution of this agreement, exchanged between the parties by electronic means (including email and messaging systems), shall become binding and shall be deemed to form an integral part of this agreement only if expressly and clearly approved by both the Artist and the Company. Any such mutually approved communications shall be deemed to amend or supplement the specific contractual terms to which they refer, without requiring a formal amendment signed separately, provided that the approval of both parties is clearly documented.

ARTICLE 3. Selection of the Title

3.1 The title of the Master shall be discussed and proposed jointly by the Artist (hereinafter also referred to as the "Licensor") and the Company (hereinafter also referred to as the "Licensee"), taking into account the artistic and editorial profile of the project.

3.2 The final determination and use of the Master's title shall be subject to the express approval of the Company/Licensee. In the absence of such approval, the Company shall have no obligation to proceed with production or publication of the Master under the proposed title.

ARTICLE 4. Transfer of Sales and Reproduction Rights

4.1 The Artist (hereinafter also referred to as the "Licensor") grants to the Company (hereinafter also referred to as the "Licensee"), on an exclusive basis and for the entire world territory, the right to sell, distribute and otherwise commercially exploit the Media produced under this agreement, in accordance with the terms and duration of the licence set forth herein.

4.2 Such exclusive licence includes, in particular:

a) the exclusive right to reproduce the Master and the Album on any media or format, including, but not limited to, compact discs, other physical formats, digital files and any other means of sound and/or image reproduction, whether now known or hereafter devised;

b) the non-exclusive right to broadcast, disseminate and publicly transmit the Album and the recordings embodied therein by means of radio, television or equivalent communication systems, including web-based services, for promotional and commercial purposes, without prejudice to the Artist's entitlement to any applicable related rights collected by the relevant collecting societies.

4.3 The Artist/Licensor undertakes to be duly registered, where applicable, with the competent collecting societies for the management of performers' related rights. The Artist acknowledges that registration with such entities is generally free of charge and that failure to register may result in the loss of related rights revenues not attributable to the Company.

ARTICLE 5. Obligations of the Artist/Licensor

5.1 Delivery of the Master and Quality Standards

The Artist/Licensor undertakes to deliver to the Company/Licensee the completed Master in its entirety, in a form technically compliant with the specifications required by the Company. The Company expressly reserves the right, at its sole discretion, to refuse the Master, even after execution of this agreement, should the Master present evident technical, audio or artistic deficiencies, or should it prove inconsistent with the originally proposed project, provided that such deficiencies are not

attributable to the Company. Such refusal shall not constitute a breach of this agreement and shall not give rise to any obligation on the part of the Company to proceed with publication or production of the Master.

5.2 Supply, Preparation and Processing of Graphic Materials

The Artist/Licensor shall provide the Company with all graphic materials necessary for the production of the Media, including images in high resolution (minimum 300 dpi), in formats suitable for professional printing and manufacturing. In the event that the materials supplied by the Artist are incomplete, technically inadequate, inconsistent with the editorial standards of the Company, or otherwise unsuitable for production, the Company shall be entitled to intervene directly in order to adapt, correct, process or replace such materials. Any graphic work carried out by the Company at the request of the Artist or as required by the project, including revisions, adaptations, technical corrections, reprocessing or outsourcing to third-party professionals, shall be charged to the Artist on an hourly basis. The applicable hourly rate may vary depending on the complexity of the work. Any modification or replacement of graphic materials requested by the Artist after the approval of drafts or layouts based on previously approved materials shall likewise be subject to additional costs calculated on an hourly basis. The Artist can manage the graphic production independently at his own expenses, through a third-party professional of the Artist's choice, without prejudice to the Company's right of final approval pursuant to Article 2.5.

5.3a Private Copies

The options set out in this Article refer to the purchase of private copies of an Album produced according to the Company's standard configuration, namely: a single-disc album housed in a jewel box, with an 8-page booklet in English only. Any deviation from this standard configuration, including, by way of example and not limitation, multi-disc albums, alternative packaging formats (such as digipack or digifile), or booklets with an extended number of pages, shall require a specific estimate to be issued by the Company and expressly accepted by the Artist/Licensor prior to production. For this purpose, the Artist/Licensor may select one or more of the following options in order to request a dedicated quotation:

Packaging: ☐ Digipack (2 or 3 panels) ☐ Digifile (3 panels) ☐ Other (specify _____);

Extended Booklet: ☐ 12 pages ☐ 16 pages ☐ 24 pages ☐ Other (specify length_____);

Number of CDs: ☐ Double album ☐ Triple album ☐ Quadruple album

In the absence of any selected option, the Album shall be produced exclusively according to the standard configuration described above.

Within the framework of the standard configuration described above, the Artist/Licensor shall select one of the following purchase models. For the avoidance of doubt, private copies included in any package are intended exclusively for the Artist/Licensor's personal use and promotion and are entirely separate from the copies manufactured and managed by the Company for commercial market

distribution.

Purchase of Private Copies (Standard Model): Under this model, the Artist/Licensor purchases private copies of the Album/Master at the unit costs specified below, according to the available quantities and conditions. The purchase of private copies under this model does not include any additional promotional, distribution or ancillary services, unless such services are expressly selected by the Artist/Licensor in accordance with the promotional options set out in Article 7 and expressly agreed in writing.

☐ 150 copies: Euro 3.88/copy

☐ 200 copies: Euro 3.51/copy (minimum recommended quantity)

☐ 300 copies: Euro 2.97/copy

☐ 500 copies: Euro 2.68/copy

For quantities less than 150 copies or more than 500 copies, or for any other quantity not listed, a separate estimate must be requested from the artistic direction via email and will be considered an integral part of this agreement.

Unless otherwise expressly stated, all costs indicated in this section are exclusive of VAT (22%) and shipping expenses[1].

Purchase of Private Copies with Integrated Services: As an alternative to the purchase of private copies at unit cost, the Artist/Licensor may select one of the integrated service packages listed below, which include private copies of the Album/Master together with specific promotional and/or distribution-related services. Each package is defined independently and includes exclusively the number of private copies and the services expressly indicated therein. Services and copies included in a package cannot be separated, replaced or individually itemised.

☐ **Core**: n. 100 (one hundred) private copies of the Album/Master; USA Distribution; Digital Card; Shipping Campaign (EU). Total package cost: Euro 1,000.00 (one thousand/00), VAT included.

☐ **Extended**: n. 100 (one hundred) private copies of the Album/Master; USA distribution; Digital Card; Shipping Campaign (EU and USA);Spotify Promotion; 10 Instagram videos. Total package cost: Euro 1,400.00 (one thousand four hundred/00), VAT included.

[1] Indicative shipping costs apply to shipments within Italy and the European Union only and are calculated based on the quantity of private copies shipped. By way of indication, the following rates currently apply: – 150 copies: Euro 45.00 – 200 copies: Euro 50.00 – 300 copies: Euro 65.00. Shipping costs for destinations outside the European Union (extra-EU) are not included and shall be calculated separately based on destination, courier rates, customs requirements and applicable duties. All shipments are insured by default. The Artist/Licensor may expressly request in writing that the insurance coverage be waived. In such case, the shipment shall be made at the Artist/Licensor's sole risk, and the Company shall not be held liable for any loss, damage or non-delivery of the shipped goods.

The selection of an integrated services package excludes the application of the unit-cost purchase model for private copies described above, unless the Artist/Licensor expressly requests the purchase of an additional quantity of private copies in excess of those included in the selected package. Any such additional quantity shall be subject to a separate quotation and to the Company's express acceptance.

Unless otherwise expressly stated, all costs indicated in this section are inclusive of VAT and exclusive of shipping expenses.

Note:

• For Masters/Albums containing copyright-protected tracks in co-edition with the Company: an additional cost of Euro 0.35 per copy.

• For Masters/Albums containing copyright-protected tracks not in co-edition with the Company: an additional cost of Euro 0.75 per copy.

5.3b Liner Notes and Booklet

The Artist/Licensor shall select one of the following options regarding the preparation of the album's liner notes and booklet texts:

☐ ***Commissioning of Liner Notes to the Company***: The Artist/Licensor commissions the Company to draft the liner notes and booklet texts. The content, structure and final wording shall be entirely determined by the Company, in consultation with the Artist where appropriate.

☐ ***Submission of NOT ENGLISH Liner Notes by the Artist***: The Artist/Licensor delivers the liner notes in Italian (or in another language different from English). The Company shall carry out the translation into English and the editorial revision of the text. In this case, both the content and the translation shall be subject to the Company's review and final approval.

☐ ***Delivery of English Liner Notes***: The Artist/Licensor delivers the liner notes already drafted in English. Both the content and the linguistic quality of the text shall be subject to review and approval by the artistic direction of the Company. Unless the text has been written or translated by a non-native English-speaking professional, the Artist/Licensor shall indicate the name of the person responsible for the translation.

☐ ***Other*** (specify: _____)

In all cases, the Company reserves the right to identify inaccuracies, inconsistencies, stylistic deficiencies or editorial issues in the submitted texts or translations and to intervene accordingly. The nature of such intervention and any related costs shall be communicated to the Artist/Licensor prior to execution. Final approval of the liner notes and booklet texts shall rest with the Company, in accordance with Article 2.5.

5.4 Payment

The Artist/Licensor undertakes to settle the total amount invoiced in a single payment no later than ten (10) days prior to the printing date communicated by the Company, or, in the case of an invoice issued by Egea Music, within seven (7) days from the date of issuance of the invoice. Failure to comply with the above payment terms shall entitle the Company to suspend or postpone production and publication without any liability.

5.5 Security Deposit

Upon execution of this agreement, the Company reserves the right, in specific cases, to request from the Artist/Licensor a security deposit in the amount of Euro 300.00 (three hundred/00), for example where the agreement is executed more than sixty (60) days prior to the scheduled printing date. Such deposit shall be fully refundable upon completion of the graphic project, net of any amounts corresponding to graphic work, commissions or accessory costs effectively incurred by the Company in the execution of the agreement.

Alternatively, in cases where the planned publication date exceeds six (6) months from the initial project confirmation and the Artist does not deem it appropriate to execute the present agreement immediately, the Company may require the execution of a preliminary agreement (pre-agreement) regulating the reservation of the production slot and the main project parameters. This provision is justified by the complexity involved in the planning and coordination of an extensive release schedule covering multiple projects over extended periods of time.

ARTICLE 6. Obligations of the Company

Within the scope of this Agreement, the Company/Licensee undertakes to fulfil the following obligations:

6.1 Production and Trade: The Company shall proceed with the printing of the Album/Master within sixty (60) days from the official printing date communicated pursuant to Article 2.4.. The Company undertakes to place the media containing the Album on the market in accordance with the release schedule and commercial modalities agreed with the Artist/Licensor, and in any case within a reasonable time frame following the printing date.

6.2 Graphic and Printing Expenses: The Company shall be responsible for the graphic assembly of the Album, understood as the technical layout, formatting and preparation of the materials provided by the Artist/Licensor for production purposes. The creation of custom graphic design is not included in this Agreement. Should the Artist/Licensor require custom graphic design services, such services shall be carried out through external providers under a separate outsourcing agreement, to be expressly agreed upon between the Parties.

6.3 Printing: The Company shall bear all costs related to the printing of the discs intended for sale, in accordance with the quantities and formats determined under this Agreement.

6.4 Storage and Distribution: The Company shall bear the costs related to the **storage**, handling and **physical distribution** of the media intended for sale, as well as the costs of **digital distribution**, within the territories and under the conditions activated pursuant to this Agreement. Where international physical distribution is activated, the Company undertakes to manage the distribution network and related logistics and to indicate the active distribution territories on the Company's official website.

With specific reference to distribution in the United States, such distribution shall be subject to one of the following conditions:

- activation of the dedicated international distribution option (currently referred to as *Abroad*+, or other specific option); or
- activation of one of the integrated packages offered under Article 5; or
- discretionary activation by the Company.

In the event that U.S. distribution is activated at the sole discretion of the Company without the activation of any option or package enabling such distribution, and where this entails additional production or logistical costs borne by the Company, the applicable royalty percentage for sales in the United States may be reduced, as specified in Article 9.

6.5 Promotion: The Company undertakes to carry out a **basic promotional activity** for the Album through its own channels and through the customary promotional actions of its distribution partners (with the exception of the United States, which follows separate criteria).

Such activity shall include, at a minimum:

- the shipment of no fewer than five (5) and no more than six (6) physical promotional copies to selected specialised journals or media outlets of primary relevance within the reference sector, chosen at the discretion of the Company;
- the provision of digital promotional copies to journalists, broadcasters or media professionals who expressly request them;
- the communication of the Album release to relevant media and professional channels.

The Company's obligation is one of professional means and does not imply any guarantee of review, broadcast or specific promotional outcome.

6.6 Shipping to the distribution centers:

The Company shall bear the shipping costs of the media from the printing facility to the distribution centers designated by the Company (from the main hub of Egea Music, Saluzzo, Italy).

6.7 Advance Royalties: As an advance on royalties and exclusively for promotional and professional use, the Company shall grant the Artist/Licensor additional copies under the following conditions:

- fifty (50) additional copies if the Artist/Licensor purchases between three hundred (300) and four hundred ninety-nine (499) copies;
- one hundred (100) additional copies if the Artist/Licensor purchases five hundred (500) copies or more.

The above quantities refer to **standard jewel case packaging**. In the case of alternative packaging formats, the number of additional copies may be proportionally reduced, taking into account the overall production costs of the selected format.

6.8 Liner Notes: In the event that the Artist/Licensor purchases a quantity equal to or greater than two hundred (200) copies, the Company may commission or translate liner notes at its own expense, subject to editorial approval and artistic compatibility. In the case of translation, the original text must be provided in a language other than English and accepted by the artistic direction of the Company.

6.9 The Company undertakes to deliver the purchased media to the Artist/Licensor within ninety (90) days from the printing date. [2]

ART.7. Options

In addition to the activities, services and obligations already provided by the Company/Licensee under this Agreement, Da Vinci Publishing offers the Artist/Licensor a number of **optional services and promotional campaigns**, each of which shall be understood as an **enhancement and reinforcement** of the corresponding areas already covered on a basic level by the Company. Such optional services do not replace, limit or redefine the Company's standard commitments under this Agreement, but are intended to strengthen and expand specific aspects of production, promotion, distribution or visibility, according to the Artist/Licensor's needs and objectives. The prices indicated for these optional services are indicative and subject to confirmation. The activation of any option shall require the Artist/Licensor's explicit request and shall be regulated by a **separate written agreement**, to be defined and perfected in direct collaboration with the artistic direction of Da Vinci Publishing. The Artist/Licensor may express interest in one or more of the following optional services by selecting them from the list below.

Physical album promotion

☐ **Abroad+ Distribution Enhancement**: No cost.

To meet the increased demand from international distribution, this option provides for the allocation of a predetermined quantity of copies already purchased under Article 5 to the Company's distribution channels operating in its active territories, as an enhancement of the distribution activities already carried out under this Agreement. The number of copies allocated for this purpose

[2] In the event of a delay, the company will promptly communicate the reason for the delay and the new anticipated date.

shall be thirty (30) or fifty (50), depending on the total quantity of copies purchased by the Artist/Licensor under Article 5. For each copy sold through this enhanced distribution channel, the Artist/Licensor shall be entitled to an increased royalty percentage of forty-five percent (45%) of the net selling price.

In the event that the specific option relating to distribution in the United States under Article 7.2 is not activated, a limited portion of the copies allocated under the present option may also be used for distribution in the United States.

☐ USA Distribution Enhancement: No Cost

To meet the demand from United States distribution, this option provides for the allocation of a predetermined quantity of copies already purchased under Article 5 to the Company's distribution channels operating in the United States. The number of copies allocated for this purpose shall be thirty (30). For each copy sold through this enhanced distribution channel, the Artist/Licensor shall be entitled to an increased royalty percentage of forty-five percent (45%) of the net selling price.

This option may be activated in combination with the Abroad+ Distribution Enhancement option described above or independently. In the latter case, all copies allocated under the present option shall be exclusively intended for distribution in the United States.

☐ Shipping Campaign: indicative cost 150 – 250 Euro.

This option provides for the shipment of the Album to a selected number of key professional outlets within the relevant sector, by means of courier services, in order to support and extend the physical circulation of the release. The scope of the Shipping Campaign, including the number and typology of recipients, shall be defined and agreed upon in collaboration with the artistic direction of Da Vinci Publishing.

☐ Shipping Campaign – United States: indicative cost 50 – 80 Euro.

This option provides for the shipment of the Album to a **selected number of key professional outlets within the United States**, in order to support and extend the physical circulation of the release in the U.S. market. The scope of the Shipping Campaign, including the number and typology of recipients, shall be defined and agreed upon in collaboration with the artistic direction of Da Vinci Publishing.

Digital Album Promotion

☐ **YouTube Promotion**: from €100 for two weeks.

Through the company's official YouTube channel, it is possible to launch a promotional campaign aimed at significantly increasing the views of a static video (created by the company) or a promotional video (provided by the artist).

If a greater promotional impact is desired, the duration of the campaign can be extended by proportionally increasing the base cost.

Additional budget to be used: _____

☐ **Spotify Promotion**: from €150 for 100 single-track playlists.

In partnership with an external agency, Da Vinci Publishing offers a playlist pitching service targeting numerous playlists—both classical and genre-adjacent—based on the track being promoted. This activity helps increase stream counts and improves the album's annual digital revenues, leading to higher earnings from the platform. Artists who activate this service retain **50% of the digital return** (see Art. 9.2). It is also possible to increase the number of playlists and tracks to be promoted by completing the form below.

A minimum of 300 playlists is recommended for greater effectiveness.

Promotion Extension Form:

Additional budget to be used: _____

Number of tracks to be promoted: _____

☐ **Instagram Video Promotion:** Euro 150

☐ **Add Euro 100.00 for promotion placement**

This option provides for the creation of **ten (10) short promotional videos** related to the Album, prepared by the Company's designated manager and specifically configured for promotional purposes. The videos shall be intended for publication and circulation on the **Artist/Licensor's official Instagram page** and on the **Company's official Instagram page**, with the aim of supporting the visibility and continuity of the release through coordinated and structured content. Within the scope of the present option, the Artist/Licensor may additionally elect to activate a **single paid placement** on one (1) video of their choice among the ten produced, to be promoted exclusively through the Company's official Instagram channel. The activation of the paid placement is **entirely optional**, shall be expressly indicated by the Artist/Licensor, and does not affect the activation or validity of the main Instagram Video Promotion option.

☐ **Digital Card**: Euro 350. To view an example, click here.

Da Vinci Publishing shall create a **dedicated online presentation page** for the Album, accessible through a **custom link**, designed to gather in a single and coherent space the **complete release**, including high-definition audio files, the booklet, and a **dedicated editorial presentation specifically written for the project**. The Digital Card is conceived as a **central professional access point** for the Album, allowing media operators to consult, listen to and evaluate the release in its entirety without fragmentation or loss of contextual information. Once completed, the Digital Card shall be

distributed by the Company to its international media network (up to 1500 contacts), which includes radio stations, music magazines, webzines and specialized journalists operating worldwide, exclusively for professional and promotional purposes. This activity is carried out within the Company's consolidated communication channels and media know-how, and is intended to maximize the clarity, accessibility and professional circulation of the release.

Physical and Digital Album Promotion

☐ Communication and Promotion Office (**Note: by choosing this option, it will not be necessary to activate any additional option above**)

The selection of this option constitutes a preliminary and non-binding expression of interest only and does not imply its automatic activation. Given the nature of the service, which is based on the dedicated and personal involvement of a specific professional appointed by the Company, the activation of this option is subject to the prior acceptance by the head of the Communication and Promotion Office designated by the Company, to a direct meeting or exchange between the Artist/Licensor and such appointed professional, and to the execution of a separate and specific agreement governing the scope, operational methods, timelines and costs of the service. Only upon completion of the above steps shall this option be deemed effectively activated. Da Vinci Publishing offers the Artist/Licensor the possibility to engage its Communication and Promotion Office, structured on three distinct operational levels according to the territorial scope of the activity, with the following indicative costs, all VAT included:

- Italy: Euro 1,300.00 (VAT included)
- Italy + Europe: Euro 1,900.00 (VAT included)
- Italy + Europe + United States: Euro 2,500.00 (VAT included)

The Communication and Promotion Office operates as a dedicated promotional structure, whose value lies in the continuous and direct work of a qualified professional who, for the duration of the assignment, personally contacts and liaises with selected magazines, webzines, radio stations and specialised media professionals chosen for the specific project. Such activity is not carried out through generic or automated dissemination, but through targeted promotional actions, conceived and implemented on a project-by-project basis. The selection of media outlets and professional contacts is carried out within the Company's consolidated media know-how, developed over the years through its editorial and discographic activity, and is shared in advance with the Artist/Licensor prior to the effective activation of the service. The Communication and Promotion Office makes strategic and integrated use of the physical and digital promotional tools and options already provided for under the present Agreement, enhancing their effectiveness through dedicated human involvement, without duplicating or replacing them. For this reason, this option represents the Company's most comprehensive promotional solution, as it brings together and further strengthens the individual promotional activities described under Article 7 through the focused, continuous and personalized work of a dedicated professional.

ART.8. Utilizations

The Company/Licensee shall have full and exclusive discretion in relation to the exploitation of the Album and, in particular, shall be solely entitled to determine and manage:

a) the timing, modalities, and technical aspects of the production and realization of the Album;
b) the formats, media, and platforms on which the Album shall be distributed, whether physical, digital, or otherwise;
c) the scheduling and implementation of marketing and promotional activities related to the Album, it being understood that the release deadline set forth in Article 6, point 1, shall be respected unless otherwise expressly agreed in writing with the Artist/Licensor;
d) any decision concerning the suspension, temporary withdrawal, or definitive removal of the Album from the market.

The Company/Licensee undertakes to exercise such rights in good faith and in the interest of the Album, in accordance with the terms of this Agreement and the understandings reached with the Artist/Licensor.

ART.9. Sale and Fees

9.1 As remuneration for the licence, the Company/Licensee shall pay the Artist/Licensor a royalty equal to **35% (thirty-five percent)** for each physical copy **actually invoiced and not returned**, such royalty being calculated **exclusively on the net amounts effectively received by the Company/Licensee from its distributors and the relevant markets of distribution**, after any applicable deductions, rebates, or distributor fees.

9.2 As remuneration for the digital exploitation of the Album, the Company/Licensee shall pay the Artist/Licensor **25% (twenty-five percent)** of the digital PPD for each individual track. In the event that the Artist/Licensor has selected one of the options referred to in Article 7 ("Spotify Promotion" or "Communication and Promotion Office"), the Artist/Licensor shall be entitled to **50% (fifty percent)** of the digital PPD for each track.

9.3 United States distribution: In the event that the Artist/Licensor has not activated any option specifically related to distribution in the United States, and the Company/Licensee nevertheless decides, at its sole discretion, to activate such distribution due to the artistic relevance of the Album, the profile of the Artist/Licensor, or other strategic or editorial considerations, the physical copies distributed in the United States shall be deemed an **additional investment borne exclusively by the Company/Licensee**.
In such case, the remuneration due to the Artist/Licensor for those copies shall be equal to **15% (fifteen percent)** of the amounts effectively received by the Company/Licensee from the U.S. distributor.

9.4 After a period of six (6) months from the commercial release of the phonograms, the

Company/Licensee may sell the physical supports at discounted prices, it being understood that the royalty percentages set forth above shall remain unchanged.

9.5 No remuneration shall be due to the Artist/Licensor for copies distributed free of charge for promotional purposes.

Art.10. Accounting and Publication of Financial Statements

10.1 All sales accounts are collected and processed by the distribution company **Egea Music**, which shall annually provide the Company/Licensee, **by 30 March**, with the general sales statement and the amounts due to the Company/Licensee. Any sums due to the Artist/Licensor shall be made available **upon written request submitted by the Artist/Licensor to the management** within **ninety (90) days** from the date on which the Company/Licensee receives the corresponding amounts from the distribution company. Payment shall be effected according to the timelines communicated at the time of the request, **subject to the issuance of a valid invoice by the Artist/Licensor** and **net of any applicable statutory withholdings**. The Artist/Licensor may request the transmission of the relevant sales statements; the Company/Licensee shall provide such statements **within thirty (30) working days**, provided that they are already actually available.

10.2 The Company/Licensee shall proceed with the payment of royalties due to the Artist/Licensor **only where the amount payable exceeds the minimum threshold of EUR 50 (fifty)**. Amounts below such threshold shall be carried forward and accumulated until the minimum payable amount is reached. In the event of termination of this Agreement, the Company/Licensee shall proceed with the payment of all amounts due to the Artist/Licensor, **regardless of the amount**.

10.3 No royalties or other remuneration shall be due to the Artist/Licensor in the event that this Agreement is terminated due to **breach or non-compliance by the Artist/Licensor**, without prejudice to the right of the Company/Licensee to claim damages or seek any other remedies available under applicable law.

Art.11. Penalties for Delay, Rescheduling, Withdrawal, or Lack of Cooperation

The Artist acknowledges and accepts that the programming, planning, and production of the record involve significant investments of time and resources by the Company/Licensee.

• In the event of a delay or rescheduling compared to the times agreed upon and approved between the Company and the Artist, the Artist will be required to pay an additional sum of Euro 300 (or loss of the cautionary deposit referred to in Article 5) as compensation for the expenses and inconveniences caused.

• If the Artist unilaterally decides to withdraw from the contract without a reason considered valid by the Company, or does not provide the necessary responses or cooperation as required for the

realization of the project, the Artist will have to pay the Company/Licensee a sum of Euro 500 as a penalty for the damage caused, in addition to the loss of the cautionary deposit referred to in Article 5.5.

• The sum mentioned in this clause is independent and separate from any other right or remedy that the Company/Licensee might have under this contract or the law.

The parties recognize that the sums established are a reasonable estimate of the damages that the Company/Licensee might suffer due to the delay, rescheduling, withdrawal, or lack of cooperation of the Artist and not a punitive penalty.

ART.12. Law and Competent Forum

This contract is governed by Japanese law. For any dispute arising from or related to this contract, including its interpretation, execution, or resolution, the Parties agree to initially refer to their respective local courts of competence to attempt an amicable resolution of the dispute.

Read, approved, and signed on……

• ARTIST/LICENSOR: • DA VINCI PUBLISHING-President

IT IS ADVISED TO FILL IN BILLING DATA AT THE FOLLOWING PRIVATE LINK:

https://davinci-edition.com/billingdata/

If you do not have an internet connection, please fill in the following fields:

TAX CODE and/or VAT NUMBER

(along with a unique code or pec): .....

FULL NAME (stage names not accepted): .....

PHONE NUMBER: .....

BILLING ADDRESS (including postal code)

.....

The undersigned declares under their own responsibility that the personal data, reported in this document, correspond to the truth.