

Event Name: LTA – GROOVIN' ALPS
TALENT AGREEMENT
Date: April 18, 2022
Talent Name: GROOVIN' ALPS

Provider: Artists and Brands - Katrin Wildfeuer
Address: Magnolienweg 15, 81377 Munich, Germany
VAT ID DE288506642
Phone: +49 89 71998434, mobil +49 179 5908147
E mail: wildfeuer@kw-artistsandbrands.com

Agent: Island Breeze Affiliates, Incorporated
Address: POB 617153, Orlando, FL 32861
Tax ID 59-2969678
Phone: 407.897.3522
E mail: glen@islandbreezemusic.com

Provider shall furnish to Island Breeze Affiliates, Incorporated ("IBA") for the following engagement (the "Engagement"), and IBA shall purchase from Provider for the following price, the entertainment services of six (7) performers (Nils Berger, Timo Weber, Christian Schichtl and Stephan Wildfeuer known as GROOVIN' ALPS together with Jannis Vernier and Timo Wilkens coming to join the GROOVIN' ALPS (3 performers on stage), together with all personnel, equipment, musical instruments, musical arrangements and scripts, as necessary or desirable in the opinion of Disney, for the performance of those entertainment services:

DATE(S) OF ENGAGEMENT:

About 11 weeks (1 day of soundcheck and 55 days of show, Dates see below) during the period July 14, 2022, through and including September 27, 2022, subject to satisfaction of tax requirements (including, without limitation, the requirements of Paragraph 21 of the attached Talent Agreement Additional Terms and Conditions) and immigration requirements (including, without limitation, the requirements of Paragraph 4 of the attached Talent Agreement Additional Terms and Conditions) and documentation, through and including September 27, 2022.

120 minutes of performance time within an seven (7) consecutive hour time span each day, five (5) days per Sunday to Saturday pay week (exact performance times and days as designated by Disney)

PERFORMANCE FEE

The performance fee is based on following principle:

Weekly payments:

After each weekly payment by Disney to IBA, IBA retains following items before paying the balance to the Provider:

- (i) **weekly contribution Third party Costs paid by IBA as listed below**
- (ii) **weekly cost reserve as listed below**
- (iii) **10% agency fee of the total income after deduction of the estimated Third Party Costs**
- (iv) **The Performers tax according to CWA Agreement as listed below**

Provider pays:

- (i) **weekly contribution Third party Costs as listed below**
- (ii) **weekly net wages to the Performer as listed below**

Reduced payments by Disney:

According to the contract between Disney and IBA, it might occur, that Disney reduces its complete weekly payments pro rata. As in the weekly fee also weekly costs and not only the wages of the artists has to be compensated, IBA and Provider agree that in any case of pro rata reduction by Disney, the below mentioned weekly amount paid to IBA and Provider to compensate the Third Party costs should not be reduced pro rata and any reduction by DISNEY shall be compensated by cost reserve. In case that the cost reserve does not cover such compensation, IBA and Provider agree to share the duty to advance the compensation in loan.

Additional Costs:

Any additional costs exceeding the estimated budget have to be confirmed in written form by both parties, IBA and Provider, before IBA and/or Provider incur such costs. Any such confirmed additional costs will be paid - immediately after receipt is provided - from the cost reserve which IBA retains on an extra account. In case that the cost reserve does not cover the additional cost, IBA and Provider agree to share the duty to advance the additional costs in loan.

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Final Accounting:

One week before the end of the engagement both parties provide each other with any receipts of Third Party Costs for the final accounting.

In case of any positive balance between calculated third party costs plus cost reserve and incurred costs after receipt, IBA will retain 50% of the remaining balance before paying 50% to Provider.

In case of any negative balance between advance payments plus cost reserve and incurred costs after receipt, IBA will undertake the payment of 10% of the remaining costs. Provider will undertake the payment of 90% of the remaining costs.

Regularly scheduled payments for the period commencing July 14, 2022, through and including September 27, 2022 (56 days including the soundcheck on July 14):**IBAs payments to Provider**

\$107,040.60 total of the weekly fees

\$1,911.44 per day, \$9,557.20 per five (5) day week;

Providers Gross Wages payments to Performer incl. Catering lump sum payments :

\$30,240.00 total of Performers gross wages

\$540.00 per day, \$2,700.00 per five (5) day week

The weekly fee is based on following numbers:

Disneys payments to IBA

\$145,600.00 total of the weekly fees including advance costs, \$2,600.00 per day, \$ 13,000.00 per five (5) day week;

Third Party Costs: TOTAL incl. Reserve

\$67,866.00 estimated total, \$1,211.89 per day, \$6,059.46 per five (5) day week;

Third Party Costs: paid by Provider (e.g. flights & ground transportation)

\$37,080.00 estimated total, \$662.14 per day, \$3,310.71 per five (5) day week;

Third Party Costs: paid by IBA (e.g. Housing, Petition Attorney & CWA Agent)

\$19,786.00 estimated total, \$353.32 per day, \$1,766.61 per five (5) day week;

Third Party Costs: Reserve 55 days

\$11,000.00 total, \$200.00 per day, \$1,000.00 per five (5) day week;

IBA agency Fee: 10% of the total fee after deduction of Third Party Costs

\$7,773.40 estimated total, \$138.81 per day, \$694.05 per five (5) day week;

Gross Wages to Performers:

\$30,240.00 total of Performers gross wages \$540.00 per day, \$2,700.00 per five (5) day week

Included Taxes paid by IBA to CWA Agent:

\$2,276.00 estimated total

Net Wages of Performers paid by Provider to Performer:

\$27,964.00 estimated total, \$499.36 per day, \$2,496.79 per five (5) day week;

SPECIAL PROVISIONS:**A. Regularly Scheduled Performance.**

Provider shall cause Performer to perform 120 minutes of performance time within an seven (7) consecutive hour time span per day, five (5) days per Sunday to Saturday pay week. All performances shall be scheduled within such period by and at the discretion of Disney and may be subject to change. The Price enumerated above is based on a five (5) day per Sunday to Saturday week. If Performer performs more or less than five (5) days in any Sunday to Saturday pay week, or with less than three (3) performers, Provider's price shall be adjusted pro rata. If Performer performs more or less than 120 minutes of performance time within an eight (8) consecutive hour time span per day, Provider's price shall be adjusted pro rata.

B. Reschedule – Regularly Scheduled Performance.

It is agreed and understood that Disney shall have the right, by giving Performer at least seven (7) days' written notice, to schedule Performer to perform for any Disney special event (i.e., a special event for a Disney business unit) whether inside or outside the WALT DISNEY WORLD Resort, provided such scheduled performance falls within the provisions of "Regularly Scheduled Performance" defined above [120 minutes of performance time within an seven (7) consecutive hour time span each day]. In such event, such performance shall not constitute a "casual engagement" and no additional payment shall be due to Provider.

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C. 6th or 7th Day Schedule.

If, at the request of Disney and agreement by Performer, Performer performs on more than five (5) days per Sunday to Saturday week, IBA shall pay to Provider, in addition to the Price enumerated above:

- (i) \$2,200.00 - if Performer performs on any sixth or seventh day in any given pay week. If Performer performs more or less than 120 minutes of performance time within an eight (8) consecutive hour time span on any sixth or seventh day, Provider's price shall be adjusted pro rata. The minimum adjusted pro rata price for any performance during additional performance day within any time span shall be \$1,200.00.

D. Union Notification.

It is agreed and understood that should provider contract a Walt Disney Parks and Resorts U.S. Musician who is covered by the Minimum Basic Agreement between Walt Disney Parks and Resorts U.S. and the Central Florida Musicians' Association ("C.F.M.A.") that provider, as a minimum, shall (i) pay to such covered Musicians no less than the applicable TA scale as defined in Article 25, Section 2 of the Minimum Basic Agreement and (ii) the Company shall promptly forward a copy of either the TA or AFM local engagement contract to the Union.

E. Costumes.

Provider shall supply, at its sole cost and expense, costumes for each of the Performers, which costumes shall be approved by Disney in its sole discretion. Provider, at its sole cost and expense, shall maintain all such costumes in good repair, and replace such costumes within fourteen (14) days following receipt by Provider of a written notice from Disney requesting such replacement.

F. Compliance.

Provider shall cause Performer to comply with the provisions of this Agreement (including, without limitation, the "Talent Agreement Additional Terms and Conditions" attached hereto). After any notification by Disney to Provider or Provider Contact that any member of Performer is not in compliance with any provision of this Agreement (including, without limitation, Paragraph 5 [Disney Standards] or 6 [Additional Performance Standards] of the Talent Agreement Additional Terms and Conditions), Provider shall immediately take corrective action to ensure compliance.

G. Inclement Weather – Relocation.

Without limiting or modifying any other provisions of this Agreement, in the event of inclement weather conditions, Disney may, at Disney's sole option require that Act: (a) perform show with revised routines (approved in advance by Disney) in the usual Engagement location; or (b) perform the standard show (or perform show with revised routines, approved in advance by Disney) at a different location within Epcot® Park as designated by Disney.

H. Appearance Guidelines.

Provider shall ensure that all members of the Performer abide by the grooming and operational guidelines as updated and revised by Disney from time to time.

I. Parking.

Provider shall cause Performer to use a designated Disney Cast Member parking facility or other area(s) as designated by Disney.

Provider shall advise its employees and contractors to take appropriate steps to protect themselves, properly lock and secure their motor vehicles, and refrain from leaving any valuables in their motor vehicles, since all of such persons shall assume all the risks, and Disney shall not and does not assume any of the risks, incidental to such employees' use of the designated parking areas, and Disney hereby disclaims any liability or responsibility whatsoever for the safety or security of any such persons or the person's motor vehicle or the contents

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thereof. Without modifying any other terms of this Agreement, Provider hereby indemnifies and agrees to hold Disney and its Affiliates, and the officers, directors, employees and agents of each, harmless from and against any and all claims, liabilities, actions, losses, damages or injuries (whether to persons or property) and costs and expenses of any nature whatsoever, including, without limitation, reasonable attorney's fees and disbursements and litigation costs, which Disney or any of its Affiliates (or the officers, directors, employees or agents of each) may suffer or incur as a result of or in connection with Provider's employees' or contractors' use of such designated parking areas. Provider acknowledges that the foregoing indemnification includes any claims based on the negligence, action or inaction of Disney or any of its Affiliates (or any of the officers, directors, employees and agents of each), and covers bodily injury (including death) and property damage.

J. Security Access Cards.

Provider shall cause each member of the Performer to comply with access, parking, transportation, and security procedures established by Disney, which Disney reserves the right to change in its sole and absolute discretion from time to time during the term of this Agreement. Without limiting such procedures, Disney reserves the right to issue an access card (the "Access Card") to each member of the Performer bearing the name, photograph (as applicable) and other information. Provider and Performer shall be responsible for complying with the terms, conditions, and restrictions on use of the Access Card established by Disney from time to time, including, without limitation, the following: (1) the member of the Performer seeking access to Disney property may be required to display the Access Card together with an acceptable form of photographic identification (for example, a passport or driver's license) before being granted access to back stage and other Disney controlled areas (such as theme parks or other performance venues); (2) the Access Card will only allow the Performer access to permitted areas of Disney property for appropriate purposes related to performance of services under this Agreement, as the foregoing are determined by Disney in its sole and absolute discretion, and will not entitle Performer to any discounts or other benefits or privileges; (3) the Access Card shall remain at all times the property of Disney and shall be relinquished and delivered to Disney immediately upon termination or expiration of this Agreement, or upon the individual Performer ceasing to be employed or engaged by Provider to perform services under this Agreement, or upon request by Disney; (4) restrictions on use of the Access Card may include, without limitation, requiring presentation of the Access Card only at specified locations, prohibition on use during hard ticket events, special events, and blackout dates; and (5) the Access Card: shall be non-transferable; shall only be used by the person identified on the Access Card subject to the terms, conditions, and restrictions established by Disney; shall not be sold, loaned, given to, or used by anyone other than the person identified on the Access Card; and shall not be duplicated or altered in any manner. Any failure by Provider or any Performer to comply with any of the terms, conditions, or restrictions on use of an Access Card shall constitute the basis for a default under this Agreement.

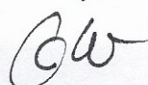
K. Insurance Liability.

IBA shall, throughout the term of the Agreement maintain:

(i) Occurrence basis commercial general liability insurance (including, without limitation, broad form contractual coverage) and automobile liability insurance, with minimum limits of \$2,000,000.00 and \$1,000,000.00 respectively, combined single limit per occurrence, protecting it and Disney and Provider from claims for bodily injury (including, without limitation, death) and property damage which may arise from or in connection with the performance hereunder or from or out of any act or omission of IBA, its related, affiliated and subsidiary companies and the officers, directors, agents, employees and assigns of each; and

(ii) Workers' compensation insurance as required by applicable law and employer's liability insurance with minimum limits of \$1,000,000.00 per occurrence.

All insurance provided by IBA as required herein shall name Disney and Provider, its parent company, the subsidiary, related and affiliated companies of each, and

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the officers, directors, agents, employees and assigns of each, as additional insureds thereunder and shall contain a waiver of subrogation with respect to those parties named as additional insureds. The liability insurance required above shall be primary and non-contributory with respect to any other insurance available to said named insureds. All such insurance required shall be in companies and on forms acceptable to Disney and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Disney. IBA shall provide certificates of insurance (and copies of all policies, if required by Provider) to Provider upon execution of this Agreement. In the event of any cancellation or reduction of coverage, IBA shall obtain substitute coverage as required hereunder, without any lapse of coverage to Disney whatsoever.

L. Name of Show Act.

Disney, in its sole discretion and at any time during the Date(s) of Engagement, may use the "Act's Billing Name" (as defined in this Agreement) or rename the Act with a name Disney will create and establish (the "Disney Name"). Disney currently contemplates using the Acts Billing Name (i.e., GROOVIN ALPS); however, if the Disney Name is used for the Act the following provisions will apply. In consideration for the Price paid by Disney as well as the name recognition and good will associated with the Disney Name that Disney may have invested in the Disney Name (it is understood that this provision shall not be construed as imposing on Disney any obligation concerning advertising, marketing, use or promotion of the Disney Name or the Act's Billing Name), the parties acknowledge and agree that:

- (i) Disney shall own the Disney Name, in perpetuity, and shall have the exclusive right to use and exploitation of the Disney Name in all media throughout the universe;
- (ii) neither Provider/Act nor any member of the Act shall use, or acquire the right to use, the Disney Name at any time during or after the Date(s) of Engagement, it being acknowledged that if the Act performs in the future, subject to the restrictions in this Agreement, including, without limitation, Paragraph 7 of the Talent Agreement Additional Terms and Conditions, a different name must be used that does not infringe on the Disney Name nor may such different name be so similar to the Disney Name as to be likely to cause confusion to potential viewers (guests/customers) of the Act concerning the source of the Act; and
- (iii) without limiting the immediately preceding clause, Provider, Act and each member of Act agree not to trademark, service mark (or attempt to do so) the Disney Name or otherwise attempt to establish any use or ownership rights with respect to the Disney Name. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

M. Termination.

Disney may cancel and terminate this Agreement for any or no reason without liability upon not less than thirty (30) days' written notice to the Provider. Disney may cancel any individual performance(s)/date(s) for any or no reason within the term of this Agreement without liability upon not less than seven (7) days' written notice to Provider. In the event of such termination or cancellations, Provider's sole remedy shall be to receive payment for those performances not cancelled. The parties agree to continue to perform obligations under this Agreement through and including effective termination date of termination, including Disney's obligation to pay for performances and Performer's/Provider's obligation to continue performing the performances.

Disney reserves the right to adjust the exact performance times by prior notice to Provider or Performer. Such notice to Provider or Performer may be accomplished by either: (a) e-mail, fax or other written communication; or (b) telephone or in-person communication if Disney determines that written

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communication would not be practical under the circumstances.

If any riders are attached to this Agreement, the provisions thereof shall have the same force and effect as if set forth herein. In addition, this

Agreement is subject to the "Talent Agreement Additional Terms and Conditions" attached to this Agreement and incorporated herein by reference.

N. Payment Terms.

Advance Payments

Any delay of advance payments will effect the failure of the mandatory preparatory actions and the contract will be terminated. In case of any delay the already transferred advance payments rate will not be refundable.

Weekly Fees

Weekly fees have to be transferred to our account for Monday (receipt of payments) of each week.

Disney reserves the right to adjust the exact performance times by prior notice to Provider or Performer. Such notice to Provider or Performer may be accomplished by either: (a) e-mail, fax or other written communication; or (b) telephone or in-person communication if Disney determines that written communication would not be practical under the circumstances.

If any riders are attached to this Agreement, the provisions thereof shall have the same force and effect as if set forth herein. In addition, this Agreement is subject to the "Talent Agreement Additional Terms and Conditions" attached to this Agreement and incorporated herein by reference.

[SEE "TALENT AGREEMENT ADDITIONAL TERMS AND CONDITIONS" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]

PROVIDER

By: 

AGENT

By: 