

Fill in this information to identify the case:Debtor Avant Gardner, LLCUnited States Bankruptcy Court for the: _____ District of Delaware
(State)Case number 25-11443**Modified Official Form 410
Proof of Claim****04/25**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Alessia Di Livio p.k.a Adiel	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	☒ No ☐ Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Alessia Di Livio p.k.a Adiel Liaison Artists LLC 2 Embarcadero Center, 8th Flr San Francisco, CA 94111	
	Contact phone _____	Contact phone _____
	Contact email <u>andrew@liaisonartists.com</u>	Contact email _____
	Uniform claim identifier (if you use one): _____	
4. Does this claim amend one already filed?	☒ No ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	☒ No ☐ Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	☒ No ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _
7. How much is the claim? \$ <u>7500.00</u>	Does this amount include interest or other charges? ☒ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Engagement Agreement</u>
9. Is all or part of the claim secured?	☒ No ☐ Yes. The claim is secured by a lien on property. Nature or property: ☐ Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. ☐ Motor vehicle ☐ Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % ☐ Fixed ☐ Variable
10. Is this claim based on a lease?	☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	☒ No ☐ Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/31/2025
MM / DD / YYYY

/s/Alessia Di Livio p.k.a Adiel, Liaison Artists LLC
Signature

Print the name of the person who is completing and signing this claim:

Name Alessia Di Livio p.k.a Adiel, Liaison Artists LLC
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 523-2951 | International (781) 575-2140

Debtor: 25-11443 - Avant Gardner, LLC District: District of Delaware		
Creditor: Alessia Di Livio p.k.a Adiel Liaison Artists LLC 2 Embarcadero Center, 8th Flr San Francisco, CA, 94111 Phone: Phone 2: Fax: Email: andrew@liaisonartists.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
	Other Names Used with Debtor:	
Amends Claim: No Acquired Claim: No		
Basis of Claim: Engagement Agreement	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 7500.00	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Alessia Di Livio p.k.a Adiel, Liaison Artists LLC on 31-Oct-2025 9:03:44 a.m. Pacific Time Title: Company:		

An Agreement was made on Friday, March 7, 2025 by and between:

Between: **Adiel (Alessia Di Livio)**
(hereinafter referred to as "**Artist**")

And: **Kenneth Schachter**
(hereinafter referred to as "**Promoter**")

Of: **Avant Gardner LLC**
100 Bogart St. Floor 3, Brooklyn, NY, 11206, United States

WHEREAS Promoter wishes to engage the services of Artist to perform an engagement as provided below (the "Engagement"), for good and valuable consideration including the mutual promises contained herein, the Artist and Promoter agree to the following terms as specified on this Term Sheet. (the "Term Sheet") as well as the Standard Terms and Conditions set forth in Appendix 1 ("Terms and Conditions"), and the Artist Riders ("Artist Riders"), attached hereto and incorporated by this reference. This Term Sheet, the Terms and Conditions and the Artist Riders are hereinafter collectively referred to as the "Agreement". Liaison Artists shall hereinafter be referred to as the "Agent".

Date(s) of Engagement:	September 20, 2025	
Venue:	Avant Gardner	
Venue address:	140 Stewart Ave, Brooklyn, NY, 11237, United States	
Set Time:	Second to close	
Total Fee:	Flat Guarantee of \$ 7,500.00	
Deposit	due when contract is signed	\$ 1,500.00
Balance	due 9/21/25	\$ 6,000.00

Payment Terms:

Please pay by the above stated due dates. Additional payment methods are available via the invoice payment portal. Additional processing fees may apply.

A 5% Late Fee will be incurred for deposits unpaid by the above stated dates as further provided in paragraph 1.3(b) of the Terms and Conditions.

The Promoter agrees to provide and pay for the following items below at no cost to the Artist:

1. Advance information must be completed and returned within one month of show date
2. The artist technical and hospitality riders must be fully covered by the promoter, unless agreed otherwise.
3. Liaison Artists logo to be used on all advertising and can be obtained at www.liaisonartists.com.

Ticket Scaling: TBD

Additional Provisions:

Artist is by no means obligated to promote the Engagement in any form or manner. Notwithstanding the foregoing, in the event Promoter would like to request Artist's promotional assistance in connection with the Engagement, Promoter may contact Agent to make and discuss such request, provided that in no event shall Artist be obligated to comply with such request, and in no event shall Artist's declining such request constitute a breach of this Agreement.

If this Term Sheet and Artist Riders are not signed by Promoter and returned to Agent within 48 Hours of it being issued to Promoter, the offer contained herein may be withdrawn by Artist.

I have read, agreed and accepted all terms and conditions of this Agreement, including but not limited to the Terms and Conditions and Artist Riders.

Signed Promoter: Kenneth Schachter

Date: 05/08/25

Signed Artist: 

Date: 3/7/25

1.Fees and Payment

- 1.1 The Promoter shall pay Agent on behalf of Artist, the Fee, payable as follows:
- (a) Any deposits as set out in the Term Sheet shall be paid on the dates specified in on the Term Sheet; and
 - (b) The balance of the Fee shall be paid no later than the date specified in on the Term Sheet, in cleared funds, but in any event prior to the performance of the Engagement by the Artist.
- 1.2 Promoter shall reimburse Artist for all expenses properly incurred by Artist hereunder in connection with the Engagement including without limitation, the itemized expenses and any agreed expenses as outlined on the Term Sheet, if any.
- 1.3 If Promoter fails to make any payment on the date due hereunder, then, without prejudice to any other rights or remedies available to Artist, Artist shall be entitled to:
- (a) Terminate the Agreement by written notice, or suspend the services of the Artist hereunder, pending the payment of the full amount of the Fee subject to paragraph 13.1 (a) (i) herein below;
 - (b) Charge Promoter a late fee which shall be five percent (5%) of the total Fee due hereunder, and additionally provided that to the extent the payment is more than three (3) months past due, Artist shall also be entitled to charge Promoter interest on the amount unpaid at four percent (4%) per annum above Wells Fargo PLC (project loan certificate) base rate from the due date of payment to until payment is actually made;
 - (c) Charge Promoter for such sums as are reasonably incurred by Artist and/or Agent in the recovery of any sums due by Promoter under the Agreement, including but not limited to all legal fees and other costs in respect of any collection and/or legal actions taken by Agent and/or Artist and/or any other party.
- 1.4 In the event Artist is unable to perform due to delayed or missed travel connections, through no fault of Artist, then Promoter shall look to recover any flight contributions from the applicable airline for the benefit of Artist. In such event, Artist reserves the right to retain the full amount of the deposit previously paid and Promoter shall pay the balance of fifty percent (50%) of the Fee (in the event the deposit is less than fifty percent (50%) of the Fee) together with any expenses that are incurred and/or due in connection with the Engagement, and Artist shall have no further obligations to Promoter, including but not limited to further obligations under this Agreement and Promoter shall have no claim against Artist and/or Agent relating to this or any other agreement. **Parties shall in good faith reschedule performance to a mutually agreed upon date**
- 1.5 Artist reserves the right not to incur any flight / flight shares until the Deposit due hereunder has been received.
- 1.6 Promoter shall pay the travel costs by cleared funds when requested by Artist. If cleared funds are not received on time, Promoter shall be solely responsible for any increase in Artist's travel costs, and Promoter further acknowledges that any additional such travel costs shall be covered and paid by Promoter in addition to the balance of the Fee due Artist, and to the extent such travel costs were included in the Fee under this Agreement, such additional costs shall be paid in addition to the Fee and shall in no event diminish such Fee and/or balance due Artist. To the extent that travel costs are included in the Fee, then a late payment of the initial Deposit shall be deemed to be the same as a late payment of travel costs above (i.e. the travel costs shall be deemed to have been timely due as part of the Deposit and not the Balance) and shall result in the same additional payment from Promoter as stated above.

2.Venue

- 2.1 Under no circumstances may the Promoter change the Venue or Date(s) of Engagement without Agent or Artist's prior written consent, which may be withheld in Agent's or Artist's sole discretion, as applicable. A change of the Venue or the Date(s) of Engagement by the Promoter in the absence of such consent shall constitute a material breach of this Agreement and Promoter shall be liable for the full amount of the Fee and expenses due hereunder pursuant to paragraph 13.1(a)(ii) regardless of the date on which such change(s) takes place.
- 2.2 In addition to the Venue, Promoter hereby agrees to provide all necessary permits and licenses required by any and all applicable laws for purposes of lawfully conducting the Engagement, and as further provided in paragraphs 5 and 6 hereunder. Unless otherwise agreed to by Artist or Agent in writing prior to the date of the Engagement, it is hereby acknowledged and agree that Artist shall perform in the primary (main) featured area of the Venue.

3.Role of Agent

Artist hereby warrants and represents that Agent has the authority to negotiate and execute this contract on behalf of Artist as Artist's attorney-in-fact. Promoter hereby acknowledges that Agent is only responsible for procuring bookings and may not be held liable for any breach of contract by Artist hereunder or under any other agreement between Artist and Promoter. Agent acts only as agent for Artist and assumes no liability hereunder, and Promoter shall not name or join Agent or any of its officers, directors, principals, agents, employees and representatives as a party in any civil action or suit in connection with this Agreement or Artist's Engagement hereunder or any other agreement between Artist and Promoter.

unless such breach results from sole negligence or gross misconduct of Agent

4. Artist Riders

- 4.1 Promoter shall abide by all Artist Riders containing Artist requirements including but not limited to those for food, accommodations, dressing rooms, security and other technical specifications. The Artist Riders form an integral part of this Agreement and all elements contained in the Artist Riders must be provided at Promoter's expense. Any amendments to the Artist Riders must be approved in writing by Agent or Artist prior to the Engagement.
- 4.2 Without limiting any other requirements specified on the Artist Riders, Promoter shall:
- (a) Provide Artist with at least one car parking space adjacent to the exit of the Venue at which the Engagement is to take place.
 - (b) Provide hot meal to Artist, NO FAST FOOD PLEASE. If Artist declines meal service for any reason, a meal buyout is required.
 - (c) Ensure that Artist is provided with the necessary hotel, driver, and playing time information at least two (2) weeks prior to the Engagement.

- (d) Ensure that Artist is returned safely to the airport within sufficient time to catch any applicable flights. Failure to do so will result in Promoter being liable for any additional travel costs incurred in order for the Artist to arrive at Artist's subsequent destination.

5. Security/Artist Equipment

- 5.1 Promoter shall pay for and provide adequate security at the Engagement and the Venue for the benefit of Artist, Artist's auxiliary personnel, equipment and personal belongings, and, in this regard, but without limiting the generality of the foregoing, shall ensure that only authorized personnel issued with a valid security pass shall be permitted backstage at the Engagement and the Venue. Any loss or damage to Artist's or Artist's personnel's equipment and other personal property is the direct financial responsibility of Promoter and Promoter shall replace or pay the fair market value of replacing any damaged or stolen equipment and belongings. resulting from Promoter's sole negligence, upon receipt of valid documentation evidencing such value
- 5.2 Promoter shall ensure compliance with all applicable requirements of any and all laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security and generally in relation to the Engagement and the Venue.
- 5.3 Promoter shall be solely responsible for providing and ensuring a safe environment for the Engagement, including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement in order to protect the Artist and all persons and equipment involved in the Engagement. Artist shall have the sole right to determine whether such covering and grounding is adequate.

6. Production

- 6.1 Artist shall have the sole exclusive creative control over the production and presentation of Artist's performance at the Engagement hereunder, including but not limited to the details, means and methods of the performance of Artist. Promoter agrees to promptly comply with Artist's directions as to stage settings and otherwise for the performance of the Engagement.
- 6.2 Promoter shall ensure that the Venue and stage/performing area is suitable in all respects, including but not limited to being well-heated, ventilated, lighted, safe, clean and in good order, and that Artist is provided with clean and comfortable dressing rooms properly and conveniently located near the stage/performing area.
- 6.3 Promoter shall provide a first class sound and lighting system at the Venue, acceptable to Artist for Artist's use at the Engagement incorporating (without limitation) those items of equipment set out in the Artist Technical Rider, solely at Promoter's expense. All instruments and equipment being furnished by Promoter and/or Venue shall be in excellent working and tuned condition, as appropriate.
- 6.4 There shall be no lighting restrictions, db limits, or other sound restrictions on Artist's performances of the Engagement at the Venue whatsoever, unless Artist is informed of and agrees to such limitations prior to the Engagement.
- 6.5 Promoter shall ensure that the Venue complies with all local noise abatement, noise pollution, noise control, public nuisance or other regulations which may exist, and in the event that any are breached or exceeded whether by Artist or otherwise, Promoter shall save and hold Artist harmless from any and all loss and damage (including reasonable attorneys' fees) which is a result thereof. unless such breach results from sole negligence or gross misconduct of Artist
- 6.6 Promoter shall ensure that any and all necessary licenses, permits and safety certificates are obtained necessary for the Artist's Engagement at the Venue, at Promoter's sole expense.
- 6.7 Promoter shall ensure that Promoter and Venue comply with any and all regulations of any union(s) that may have jurisdiction in connection with the Venue and the Engagement.
- 6.8 Promoter shall ensure that all necessary Performance Rights Licenses from the applicable performance rights organizations (e.g. BMI, ASCAP, SESAC) are secured for the Venue and the Engagement, and that all music royalties in connection with Artist's use of music in connection with the Engagement are paid.

7. Insurance & Indemnity

\$1,000,000.00

- 7.1 Promoter shall provide public and general liability insurance coverage, including without limitation public and general liability automobile, liability, and comprehensive coverage, in an amount not less than five million dollars (\$5,000,000) per occurrence to protect against any claim for personal injury or property damage or otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Engagement. The policy shall name Artist, Agent, each individual member of Artist, and their respective agents, employees, directors, officers, principals, representatives, shareholders, and any other party reasonably requested by Artist as additional insureds. Promoter shall provide Agent and/or Artist with a copy of the requisite policy(ies) promptly following receipt of Agent or Artist's request. Artist's failure to request, review or comment on any such certificates shall not affect Artist's rights or Promoter's obligations hereunder.
- 7.2 Promoter shall maintain Workmen's Compensation Insurance in full force and effect in accordance with the requirements of all applicable laws covering all of Promoter's and the Venue's employees and/or contractors.
- 7.3 Without limiting the generality of the foregoing, Promoter hereby indemnifies Artist and Agent as well as all of their respective agents, representatives, attorneys, principals, contractors, employees, officers and directors, harmless from and against any loss, damage or expense, including without limitation court costs and reasonable attorney's fees, incurred or suffered by the indemnified party or any of the foregoing in connection with or as a result of any third party claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, entity or corporation as a result of or in connection with the Engagement, which does not result direct from the grossly negligent acts or omissions of Artist and/or Artist's employees, contractors, licensees, designees or agents. For the avoidance of doubt, each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.

8. Recording/Photography

Promoter shall ensure that no recording, either audio or video, photography or any transcription shall be made of Artist's performance at the Engagement either by Promoter or any party authorized by Promoter, or any other party, nor shall Promoter broadcast, simulcast, cablecast, webcast, or stream or authorize others to record, photograph, broadcast, cablecast, webcast, or stream, by any methods now known or hereinafter devised, any of Artist's performance at the Engagement without Artist's or Agent's prior written approval, which may be withheld in Agent or Artist's sole discretion.

Irrespective of the foregoing, the Venue reserves the right to record the Performance for archival purposes and reserves the right to use surveillance video for security purposes. Notwithstanding, the Venue shall not release such recordings for public consumption without the express written consent of Artist. Unless otherwise stipulated to in writing between the parties, attendees shall be permitted to record Performance on consumer devices

9. Guest List

Promoter shall Provide Artist with at least 10 All-access VIP passes/admissions and/or 10 names for the guest list per member of Artist (e.g., 10 all-access/10 guest list for single artist, 20 for Duos, 30 for Trios, etc.) for the Engagement, unless otherwise

specified on first page of contract. If Liaison staff wish to attend the event, promoter shall provide up to 5 all access passes/admissions/guest list spots.

10. Visas/Taxes

Promoter shall be responsible for obtaining and paying for all necessary work permits and visas for Artist in sufficient time prior to the Engagement in order for Artist to receive the necessary original documents for presentation at immigration and otherwise necessary for Artist's compliance with all applicable laws and regulations. Promoter shall be responsible for paying all entertainment taxes and any hotel and airport arrival and departure taxes incurred. Promoter shall not offset any expenses or taxes of any type against Artist's Fee. In the event Promoter is unable to or fails to secure the necessary work permits and visas for any reason, and as a result the Artist is unable to perform the Engagement, such failure shall be deemed a material breach by Promoter hereunder and Promoter shall still be liable for the full amount of the Fee and all expenses due Artist pursuant to paragraph 13.1(a) hereunder.

Withholding: Payments made to U.S. entities require the provision of a Form W-9, Request for Taxpayer Identification Number (TIN) and Certification. Please note we withhold 30% on payments made to foreign artist and foreign agencies with the provision of a Form W8-BEN or W8-BEN-E. The 30% withheld is remitted to the IRS and artist shall receive a 1042-S form. The booking fees/commission for both foreign and U.S. agencies, even if paid to the agencies directly, is subject to the 30% withholding requirement because the IRS considers the booking fees/commission as part of the total fee earned by the foreign artist.

11. Advertising/Billing/Name and Likeness

- 11.1 Artist billing shall be pre-approved in writing by Agent or Artist prior to Promoter's announcement of the Engagement and Artist shall receive billing solely in the approved format on all advertising and promotional materials.
- 11.2 Artist shall receive the above billing on all press and promotional activities associated with the Engagement. Promoter shall not use Artist's image, name or likeness in any capacity, without Agent's prior written approval, and Promoter shall obtain written approval from Agent for all advertisements and promotional materials distributed in any manner (i.e. via digital, broadcast and print distribution) by Promoter.
- 11.3 Promoter agrees that Artist's name or likeness is not to be connected in any way with any form of sponsorship or endorsement of any kind including but not limited to commercial and/or political endorsements, without the prior written agreement of Artist.
- 11.4 Promoter shall advertise and promote the Engagement, at Promoter's sole expense, as customarily provided on a first-class basis, including, but not limited to billposting, mailing and distribution of circulars, advertising in principal print and on-line press, and other appropriate media.
- 11.5 Promoter shall also use Agent's logo on all publicity and advertising in connection with the Engagement. This is downloadable from www.liaisonartists.com.
- 11.6 Promoter shall not announce, advertise or promote the Engagement until Agent has received a fully executed copy of this Agreement, payment of the Deposit has been made as provided herein, and Agent and/or Artist has given written authorization that such announcement may be made.
- 11.7 Artist is by no means obligated to promote the Engagement in any form or manner. Notwithstanding the foregoing, in the event Promoter would like to request Artist's promotional assistance in connection with the Engagement, Promoter may contact Agent to make and discuss such request, provided that in no event shall Artist be obligated to comply with such request, and in no event shall Artist's declining such request constitute a breach of this Agreement.

12. Merchandising

Artist shall have the exclusive right to sell or give away or otherwise distribute its merchandise, including but not limited to souvenir programs, posters, photographs, records, CDs, clothing, and all other materials that use Artist's image, marks, name, or likeness, on the premises of the Venue and in connection with the Engagement, and Artist shall retain one hundred percent (100%) of the proceeds from any and all such sales.

80/20 split

13. Termination / Cancellation

13.1 This Agreement may be terminated by written notice as follows:

(a) By Artist (other than for Force Majeure as provided in paragraph 13.2 below):

- (i) If Promoter fails to pay on the due date any sum payable under the Agreement (or any other Agreement that Artist and/or another artist represented by Agent has entered into with Promoter) and Promoter has failed to cure such failure within the earlier of (1) five (5) business days or (2) the day before the Engagement;
- (ii) If Promoter is in breach of any of the other material terms of the Agreement (including these Terms and Conditions);
- (iii) If Promoter, by virtue of any local authority regulation, by-law or other order, is obliged to restrict sound levels at the event to a level at which the Artist and/or his/her backing musicians considers will adversely affect the quality of the Artist's performance at the Engagement to a material degree;

In the event Artist terminates this Agreement pursuant to any provision of this paragraph 13.1(a), Promoter shall be liable for the payment in full of one hundred percent (100%) of the Fee (and any fees due under 1.3 (b), if applicable) to Artist, Artist shall not be obligated to perform at the Engagement, Artist shall have no further obligations to Promoter, including but not limited to further obligations under this Agreement, and Promoter shall have no claim against Artist and/or Agent relating to this or any other agreement.

(b) By Promoter at any time after the issuance of this Agreement (other than for Force Majeure as provided in paragraph 13.2 below) provided that:

- (i) Where the notice of termination is given more than forty-five (45) days in advance prior to the date of the Engagement, Promoter shall pay or forfeit fifty percent (50%) of the Fee (and Artist shall retain any deposit previously paid and/or Promoter shall pay any balance of such fifty (50%) of the Fee still due) under the Agreement (together with any expenses that have already been incurred) in full;
- (ii) Where the notice is given less than (45) days in advance of the Engagement, Promoter shall pay one hundred percent (100%) of the Fee (plus any expenses that have already been incurred) in full.

In the event Promoter terminates this Agreement pursuant to any provision of this paragraph 13.1(b), Promoter shall be liable for the payment of the applicable portion of the Fee as provided in either paragraph 13.1(b)(i) or 13.1 (b)(ii) (and any fees due under 1.3 (b), if applicable) to Artist, Artist shall not be obligated to perform at the Engagement, Artist shall have no further obligations to Promoter,

including but not limited to further obligations under this Agreement, and Promoter shall have no claim against Artist and/or Agent relating to this or any other agreement.

(c) By either Artist or Promoter in the event that the other:

- (i) has a receiver or administrator appointed over all or any part of its assets or undertaking, or passes a resolution for winding up (or has a court make an order to that effect) or otherwise enters into a compromise or arrangement with any of his creditors relating to the payments of debts; or
- (ii) is declared bankrupt, enters into any voluntary arrangements or otherwise makes any compromise or arrangement with any of his creditors relating to the payments of debts.
- (iii) Notwithstanding the foregoing, in the event Promoter has a receiver or administrator appointed is declared bankrupt or enters any of the arrangements provided for in paragraph 13.1(c) (i) and (ii) above, Artist shall be entitled to immediate payment of one hundred percent (100%) of the Fee (and any expenses that have already been incurred).

13.2 Cancellation of Engagement due to Force Majeure

- (a) Artist and Promoter reserve the right by written notice to terminate this Agreement in the event that the Engagement becomes delayed or cancelled by reason of any Force Majeure event, including, without limitation, any act of God, fire, acts of war, explosion, flood, earthquake, strike, civil commotion or riot, sabotage or terrorist act, governmental or court ordered laws, regulations, requirements, order or actions, or cancellation of the Engagement by any government, strike or ruling or action of labor unions, incapacitating illness or accident to Artist or the death or terminal illness of a member of Artist's immediate family, technical failures beyond the reasonable control of the parties hereto, or other causes of a similar or different nature beyond the reasonable control of the parties, and except as otherwise set forth below in paragraphs 13.2 (c) and (d), neither party shall have further liability to the other.
- (b) Inclement Weather: Notwithstanding anything contained to the contrary herein, inclement weather shall **not** be deemed a Force Majeure event and Promoter shall remain liable for payment to Artist for the full Fee plus all other compensation due hereunder if the performance is rendered impossible, infeasible or unsafe by such inclement weather conditions. For the sake of clarity, Promoter shall remain responsible for all other terms and conditions of this Agreement, including without limitation, accommodations, transportation, and expense reimbursements to Artist.
- (c) In the event of a Force Majeure event requiring cancellation of the Engagement by Promoter, Promoter shall pay to Artist one hundred percent (100%) of the total Fee and (plus any expenses already incurred) and Artist shall have no further obligations to Promoter, including but not limited to further obligations under this Agreement.
- (d) In the event of a Force Majeure event requiring cancellation of the Engagement by Artist, due to illness, including but not limited to incapacitation, illness or accident to Artist or the death or terminal illness of a member of Artist's immediate family, Artist shall be entitled to fifty percent (50%) of the total Fee hereunder as well as all of Artist's bona fide out-of-pocket travel and other expenses incurred in connection therewith and Artist shall have no further obligations to Promoter, including but not limited to further obligations under this Agreement.

13.3 Promoter hereby acknowledges that, if Artist is comprised of two (2) or more members, there may instances in which fewer than all members of Artist perform the Engagement. The appearance of no fewer than one (1) member shall not constitute a default or breach under this Agreement and in the event that at least one (1) member performs the Engagement, Promoter shall not be entitled to reduce the Fee or seek any other offset or remedy against Artist, and Artist shall be under no obligation to reschedule the Engagement for a later date. For the avoidance of doubt, in such instance, Artist shall not be held liable for any losses, costs or damages whatsoever suffered by Promoter due to failure of all members of Artist to perform.

14. Non-Solicitation/Re-Engagement of Artist

Promoter hereby agrees that neither Promoter nor any person or party connected with Promoter shall solicit or attempt to solicit the services of Artist otherwise than through Agent unless that at the relevant time, Agent no longer represents the performing services of Artist.

15. Confidentiality

Promoter shall perpetually maintain strictly in confidence the material terms contained in this Agreement and any other conversations and/or communications related to the Agreement. Promoter shall not at any time disclose such confidential information to any third party without the express prior written consent from Artist or Agent, except where disclosure is ordered or required by law or in a judicial or other governmental proceeding in which case prior written consent shall not be required, so long as Promoter ensures that disclosure of any confidential information is made under an appropriate confidentiality or protective order that, at minimum, restricts dissemination and access to the confidential information and limits use thereof the purpose for which the disclosure was ordered or required.

16. Miscellaneous

New York, NY

16.1 This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this agreement shall be binding unless confirmed by a written instrument signed by the parties hereto. No waiver of any provision or any default under this agreement shall affect Artist's or Promoter's rights thereafter. This Agreement shall be construed under the laws of the State of California. Promoter agrees that the courts of the State of California and/or the Federal District Court located in the City and County of San Francisco, California only will have jurisdiction and venue of any controversies regarding this Agreement, and any action or other proceeding which involves such a controversy will be brought in the courts located within the City and County of San Francisco, California and not elsewhere. To the extent applicable, the parties expressly confirm their intention and desire that any judgment by a court of competent jurisdiction in connection with an action relating to this Agreement be enforceable by the courts located within the jurisdiction in which the non-prevailing party may be located. Should any provision of this Agreement be adjudicated by a court of competent jurisdiction as void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein

16.2 Nothing herein contained shall be construed so as to constitute the parties hereto as entering into a partnership, or joint venture, nor as to make Artist liable in whole or in part for any obligation that may be incurred by Promoter, in Promoter's

carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PROMOTER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF THE FEE AND ALL OTHER EXPENSES HEREUNDER IN FULL.

16.3 All rights not expressly granted herein are reserved to Artist.

16.4 Additional riders are annexed hereto and made a part hereof.

16.5 Facsimile and/or electronic (e-mail/PDF) signatures shall be deemed to have the same effect as their originals.

16.6 This Agreement may be executed in counterparts and each counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one (1) agreement.

16.7 All notices required to or permitted to be given under this agreement shall be in writing and shall be given by hand delivery, overnight mail with signature confirmation, or by registered or certified mail, return receipt requested, to the parties at the addresses first set forth above, or at such other address of which the parties may have sent notice under this paragraph. Notices shall be deemed to have been received one (1) business day after being sent, if sent by overnight mail or via hand delivery, and three (3) business days after being sent by registered or certified mail. A copy of all notices required to be given to Artist and/or Agent shall simultaneously be sent to The Law Office of Jeffrey Gandel, 1623 3rd Ave, Suite 22A, New York, NY 10128, Attn: Jeffrey Gandel, Esq.

16.8 Promoter acknowledges that Promoter has been advised and counseled with respect to the negotiation and execution of this Agreement, or has had the opportunity to do so, by an independent attorney of Promoter's own choice. If Promoter has not consulted an attorney of Promoter's own choice, it is because Promoter, on Promoter's own will and volition, elected rely on Promoter's own business judgment with respect to the negotiation and execution of this Agreement and knowingly forego the advice of counsel.

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

- For use by individuals. Entities must use Form W-8BEN-E.
- Go to www.irs.gov/FormW8BEN for instructions and the latest information.
- Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form if:

- You are NOT an individual W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States 8233 or W-4
- You are a person acting as an intermediary W-8IMY

Instead, use Form:

Note: If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner Alessia Di Livio p.k.a. Adiel	2 Country of citizenship Italian
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address. Via Conca D'Oro 112, 00141 Rome, Italy	
City or town, state or province. Include postal code where appropriate.	Country Italian
4 Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)	
6a Foreign tax identifying number (see instructions) 501K	6b Check if FTIN not legally required ☐
7 Reference number(s) (see instructions)	8 Date of birth (MM-DD-YYYY) (see instructions) 1991

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

- 9** I certify that the beneficial owner is a resident of **Italy** within the meaning of the income tax treaty between the United States and that country.
- 10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____.
- Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____.

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
 - (a) income not effectively connected with the conduct of a trade or business in the United States;
 - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
 - (c) the partner's share of a partnership's effectively connected taxable income; or
 - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here

☐ I certify that I have the capacity to sign for the person identified on line 1 of this form.

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Alessia Di Livio

Print name of signer

22-02-2023

Date (MM-DD-YYYY)