

**UNITED STATES DISTRICT COURT  
SOUTHER DISTRICT OF FLORIDA  
MIAMI DIVISION**

Case No.: 17-cv-21603

**ADRIA MM PRODUCTIONS, LTD,**  
a Croatian Company,

Plaintiff,

v.

**WORLDWIDE ENTERTAINMENT GROUP,  
INC.,** a Florida Corporation,

Defendant.

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**WORLDWIDE ENTERTAINMENT GROUP,  
INC.,** a Florida corporation,

Counterclaim-Plaintiff,

v.

**ADRIA MM PRODUCTIONS, LTD.,** a  
Croatian entity,

Counterclaim-Defendant.

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**ANSWER, DEFENSES, AFFIRMATIVE DEFENSES, AND COUNTERCLAIM**

Defendant/Counterclaim-Plaintiff, Worldwide Entertainment Group, Inc. (“WEG”), files its answer, defenses, affirmative defenses, and counterclaim to Plaintiff/Counterclaim-Defendant’s Complaint.

**Answer**

1. The document referenced in paragraph 1 speaks for itself, otherwise denied.
2. Denied.
3. Denied.

4. Denied.
5. Denied.
6. Without knowledge, therefore denied.
7. Denied.
8. Admitted that this Court has jurisdiction over diverse parties, otherwise denied.
9. Admitted that this Court has jurisdiction over matters in controversy which exceed \$75,000.00, otherwise denied.
10. Admitted that venue is proper and that the statute referenced in paragraph 10 speaks for itself, otherwise denied.
11. Denied.
12. Denied.
13. Denied.
14. The document referenced in paragraph 14 speaks for itself, otherwise denied.
15. The document referenced in paragraph 15 speaks for itself, otherwise denied.
16. Denied.
17. Denied.
18. The document referenced in paragraph 18 speaks for itself, otherwise denied.
19. Denied.
20. Denied.
21. Denied.
22. Denied.
23. Denied.
24. Denied.

25. Denied.
26. *See* prior responses.
27. Denied.
28. Denied.
29. Denied.
30. Denied.
31. Denied.
32. *See* prior responses.
33. Denied.
34. Denied.
35. Denied.
36. Denied.
37. *See* prior responses.
38. Admitted that Plaintiff/Counterclaim-Defendant and WEG entered into an agreement, otherwise denied.
39. Denied.
40. Denied.
41. *See* prior responses.
42. Admitted that Plaintiff/Counterclaim-Defendant and WEG entered into an agreement, otherwise denied.
43. Denied.
44. Denied.
45. Denied.

46. Denied.

47. *See* prior responses.

48. Denied.

49. Denied.

50. Denied.

51. Denied.

52. *See* prior responses.

53. Admitted that Plaintiff/Counterclaim-Defendant and WEG entered into an agreement, otherwise denied.

54. Denied.

55. Denied.

56. Denied.

57. *See* prior responses.

58. Denied.

59. Denied.

60. Denied.

61. *See* prior responses.

62. Admitted that Plaintiff/Counterclaim-Defendant and WEG entered into an agreement, otherwise denied.

63. Denied.

64. Denied.

65. Denied.

66. Denied.



67. Denied.

68. *See* prior responses.

69. Denied.

70. Denied.

71. Denied.

72. Denied.

73. Denied.

74. *See* prior responses.

75. Without knowledge, therefore denied.

76. Denied.

77. Denied.

78. Denied.

79. All allegations not specifically admitted are hereby denied.

80. WEG requests that the Court award it attorneys' fees and costs in defending this action pursuant to the terms of the agreement and the statutes relied upon by Plaintiff/Counterclaim-Defendant for its claims.

#### **Defenses and Affirmative Defenses**

1. Plaintiff/Counterclaim-Defendant is not entitled to relief because Plaintiff/Counterclaim-Defendant breached the agreement and/or anticipatorily repudiated the agreement as is further described in the Counterclaim below.

2. Plaintiff/Counterclaim-Defendant is estopped from recovering damages due to Plaintiff/Counterclaim-Defendant's failure to send a notice of default to WEG regarding the alleged breaches and to provide WEG with the opportunity to cure any alleged breaches as

provided for in the agreement at issue.

3. Plaintiff/Counterclaim-Defendant's claims for fraud in the inducement, fraudulent misrepresentation, rescission, equitable estoppel, and breach of implied covenant of good faith and fair dealing are barred by the independent tort doctrine.

4. Plaintiff/Counterclaim-Defendant's claim for breach of the implied covenant of good faith and fair dealing is barred because there is no breach of an express term of the contract.

5. Plaintiff/Counterclaim-Defendant's claim for breach of the implied covenant of good faith and fair dealing is also barred because it is duplicative of Plaintiff/Counterclaim-Defendant's breach of contract claim.

6. Plaintiff/Counterclaim-Defendant's claims for fraud are barred because the agreement at issue contains an integration clause.

7. Plaintiff/Counterclaim-Defendant's claims for fraud are barred because Plaintiff/Counterclaim-Defendant fails to state such cause of action with the required specificity.

8. Plaintiff/Counterclaim-Defendant's claim for fraud in the inducement is barred because it is duplicative of Plaintiff/Counterclaim-Defendant's claim for fraudulent misrepresentation.

9. Plaintiff/Counterclaim-Defendant's damages, if any, are limited in whole or in part to the extent that they failed to mitigate their damages.

10. Plaintiff/Counterclaim-Defendant's claims for breach of the implied covenant of good faith and fair dealing fails because WEG has in good faith performed all the express contractual provisions.

11. Plaintiff/Counterclaim-Defendant's alleged damages must be reduced pursuant to the limitation on liability of WEG as described in the agreement at issue, whereby WEG is not

liable for damages in excess of \$10,000, nor can WEG be liable for any special, indirect, incidental, consequential, or punitive damages of any kind whatsoever, whether arising under the agreement at issue or tort or any other theory of liability. In addition, WEG is not liable for any special, consequential, or lost profits damages.

12. Plaintiff/Counterclaim-Defendant's damages, if any, must be reduced or set-off by the amount of damages due to WEG for Plaintiff/Counterclaim-Defendant's breach of the agreement at issue, as further described in the Counterclaim below.

13. Plaintiff/Counterclaim-Defendant's claim for declaratory relief is barred because there is no substantial case or controversy.

14. Plaintiff/Counterclaim-Defendant's claim for declaratory relief is barred because there is an adequate remedy at law – damages for breach of contract.

15. Plaintiff/Counterclaim-Defendant's claim for declaratory relief is barred because declaratory relief is not available where the issue is whether an unambiguous contract has been breached.

16. Plaintiff/Counterclaim-Defendant's claims for equitable relief are barred because equitable relief is only available in the absence of an adequate remedy at law, and, here, there is an adequate remedy at law – damages for breach of contract.

17. Plaintiff/Counterclaim-Defendant's claim for unjust enrichment is barred because a party can only recover under an unjust enrichment theory when there is no valid express or implied contact between the parties.

18. Plaintiff/Counterclaim-Defendant's claim for injunctive relief is barred because there is an adequate remedy at law to the extent Plaintiff/Counterclaim-Defendant is entitled to any remedy.

19. Plaintiff/Counterclaim-Defendant's claim for injunctive relief is barred because it is a remedy and not a separate cause of action.

20. Plaintiff/Counterclaim-Defendant's claims are barred because Plaintiff/Counterclaim-Defendant has unclean hands based upon the conduct set forth in the Counterclaim below.

21. Plaintiff/Counterclaim-Defendant's claim for tortious interference is barred because WEG's actions were justified based upon Plaintiff/Counterclaim-Defendant's actions, as further described in the Counterclaim below.

22. WEG reserves the right to assert additional affirmative defenses that may be discovered during the defense of this matter.

### **COUNTERCLAIM**

Counterclaim-Plaintiff, Worldwide Entertainment Group, Inc. ("WEG"), sues Counterclaim-Defendant, Adria MM Productions, Ltd. ("AMM"), for damages and injunctive relief, and states:

#### **Parties, Jurisdiction, and Venue**

1. This is an action against AMM for: (i) breach of contract; (ii) misappropriation of trade secrets; (iii) unfair competition; (iv) unjust enrichment; (v) violations of WEG's intellectual property and related rights; and (vi) accessing WEG's protected email server without authorization.

2. WEG is a Florida corporation with its principal place of business in Miami, Florida.

3. AMM is a registered business entity in Croatia, and, upon information and belief, has its principal place of business in Zagreb, Croatia.

4. This Court has personal jurisdiction over AMM as a result of: (i) the mandatory forum selection clause contained in the trademark license agreement; (ii) AMM's voluntary deliberate contacts with the State of Florida in relation to, among other things, the business transactions between the parties and as further described herein; (iii) AMM's breach of the trademark license agreement by failing to perform acts required by the contract to be performed in this state; and/or (iv) AMM's statutory and common law violations, which have caused injury to WEG in the State of Florida.

5. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1121, 28 U.S.C. §§ 1331, 1338 and 1367, 15 U.S.C. § 1051, *et seq.*, and 28 U.S.C. § 1367.

6. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 based on the complete diversity of the parties, and because the amount in controversy exceeds \$75,000.

7. Venue is proper in this district pursuant to the forum-selection clause which is contained in the trademark license agreement, in which AMM consented and agreed to personal jurisdiction and venue in the United States District Court for the Southern District of Florida, and 28 U.S.C. § 1391(b) because, *inter alia*, a substantial part of the events or omissions giving rise to the claims alleged herein occurred in this district.

8. Venue is also proper in this district pursuant to 28 U.S.C. § 1391(c)(3).

### **General Allegations**

#### **I. The Trademark License Agreement**

9. In 1999, the inaugural edition of Ultra Music Festival, a music festival featuring electronic music artists, was introduced in Miami, Florida, as the Ultra Beach Music Festival.

10. Since 1999, the "Ultra Music Festival" brand and related brands have grown into some of the world's premier electronic music brands for festivals and other live events.

11. In fact, the Ultra Music Festival was voted “The World’s No.1 Festival” in DJ Mag in 2016 and 2017.

12. The success and world-wide fame of the “Ultra Music Festival” brand and related brands have contributed to the demand for similar festivals, club shows, pool parties, other live events and similar fan experiences operating under various “Ultra” and/or “Ultra Worldwide” brands to be held in other markets and territories around the world.

13. The international appeal of the “Ultra Worldwide” brand cannot be overstated. For example, in 2016, Ultra Live (the live simulcast of the Ultra Music Festival and other “Ultra” branded festivals) was viewed by over 165 million individuals around the world, and UMF Radio (a weekly electronic dance music radio program) was listened to by over 22 million individuals weekly around the world.

14. WEG is an official licensee and sub-licensor of certain trademarks, bearing the “Ultra” name and logo, as well as other intellectual property assets (including, but not limited to, the trademarks “Ultra Music Festival” along with the stylized “U” which is registered in the United States under Registration number 2892744 and the trademarks “Ultra Music Festival” and “UMF” which are registered in the European Union under Registration No. 014900881 and Registration No. 010867778, respectfully), domain names and websites ([www.ultraeurope.com](http://www.ultraeurope.com) and [www.ultraeurope.com](http://www.ultraeurope.com) e-mail accounts), which includes the right to (i) sublicense certain trademarks to various international licensees in connection with the production of music festivals; (ii) police the unauthorized exploitation of the relevant “Ultra” trademarks and the unauthorized access to the domain names and e-mail accounts; and (iii) enforce the intellectual property rights of WEG, its licensor and other rightsholders.

15. On or about November 2, 2012, WEG and AMM entered into a promotional agreement, as amended on December 5, 2013, which involved trademark licensing and other matters (the “License Agreement”), whereby WEG granted to AMM the right to use certain “Ultra” trademarks in accordance with, and subject to, the express terms and conditions of such License Agreement relative to the production of annual music festivals, namely “Ultra Europe,” as well as the stylized “U” and other related events, in agreed upon territories during the term of the License Agreement (each, an “Event”). A true and correct copy of the License Agreement (redacted) is attached hereto as **Exhibit A**.

## **II. The Marks**

16. The trademarks licensed in the License Agreement are valid and are set forth on Exhibit A of the License Agreement and include “Ultra Europe.”

17. WEG also licenses the trademark “Croatia Music Week.”

18. The trademarks described in paragraphs 16 and 17 are collectively referred to as the “Marks.”

19. The Marks are unique and distinctive, such that they have become associated with WEG in the mind of the public and are relied upon by the public to identify the quality services and offerings provided in association therewith as having originated with WEG.

20. WEG has been commercially using the Marks in interstate commerce in the United States and around the world, in connection with music festivals and other entertainment-based events and offerings and uses as are more fully described below.

21. WEG has expended substantial amounts of money in promoting its Marks and brands, which has created and promoted the worldwide recognition and goodwill associated with its Marks today.

22. Additionally, WEG has exclusively policed its Marks, including at AMM's request, to ensure that the Marks are only used by authorized parties.

23. WEG is engaged in the competitive business of trademark licensing for live music productions, which requires the expenditure of substantial amounts of time, money, and resources and the use of skills, knowledge, and expertise developed over an extended period of time.

### **III. AMM's Breach of the License Agreement**

24. Under the terms of the License Agreement, AMM's responsibilities included, among other things, securing the venue, executing a marketing plan, administering ticket sales, and covering the cost of production and other expenses, in accordance with the terms of the License Agreement.

25. Under the License Agreement, AMM expressly agreed, without limitation, to:

- a. timely remit license fees and related deposits to WEG relating to the Event(s), including promotional fees, additional promotional fees, sponsorship fees, and merchandise fees/royalties;
- b. timely advance travel deposits to WEG relating to upcoming annual Event(s);
- c. use the Marks strictly to the extent expressly authorized in the License Agreement;



d. maintain and protect confidential information and all trade secrets and other proprietary and non-public business information of WEG and its affiliates;

e. assign all of AMM's rights, title and/or interest in and to registrations for the domain names relating to the Event(s) and the licensed Marks, including *www.croatiamusicweek.hr*, to WEG;

f. comply with travel rider and artist booking requirements;

g. not issue any press releases or public statements respecting the Event(s) without WEG's prior written approval;

h. not use the Marks in conjunction with AMM's name and/or with any other name, trade name, trademark, corporate identity, brand or logo in contravention of the terms and conditions of the License Agreement;

i. not use any other name, trade name, trademark, trade dress, service mark, corporate identity, brand or logo (other than the Marks) in connection with any Event(s), including any festival, concert, party, nightclub event or any other entertainment-related event in contravention of the terms and conditions of the License Agreement; and

j. not create any new electronic music club shows, trade names, trademarks, logos, corporate identities or events to be used, promoted or held within the territory of the License Agreement.

26. AMM expressly acknowledged and agreed in the License Agreement that AMM's failure to comply with specified terms (including violations of the confidentiality, non-competition, and grant of rights provisions, among others) of the License Agreement would result in immediate and irreparable harm to WEG, and that WEG would, as a result, be entitled to injunctive relief in addition to any other relief available at law or in equity.

27. AMM breached the License Agreement by, *inter alia*, (a) failing to pay WEG the fees required by the License Agreement, (b) improperly obtaining, advancing to itself, and utilizing approximately €1.4 million from the sale of tickets to the 2017 Event, (c) operating competing events, (d) conspiring with competitors to misappropriate intellectual property assets and to disseminate confidential and trade secret information, and (e) improperly using the Marks.

28. Some specific examples of AMM's material and uncured breaches include:

- a. failing to timely remit the promotional fee of several hundred thousand dollars for the 2017 Event;
- b. failing to pay the significant amounts due under the travel rider for the 2014 event and failing to advance the travel deposit fee for the 2017 Event;
- c. using brands such as *Croatia Music Week Zagreb* and *Croatia Winter Music Festival* contrary to the restrictive covenants expressly contained in the License Agreement;
- d. holding an unauthorized press conference on September 7, 2016, during which AMM improperly used the Marks in connection with a competing event called *Croatia Winter Music Festival* and the *Croatia Music Week Zagreb*;
- e. publishing web content that improperly used the Marks in connection with the competing *Croatia Music Week Zagreb* and *Croatia Winter Music Festival*; and
- f. improperly presenting *Croatia Music Week Zagreb* event and *Croatia Winter Music Festival* as events either officially sanctioned by WEG and/or as being associated and/or affiliated with WEG and/or "Ultra" brands.

g. failing to assign to WEG all of AMM's rights, title and interest in and to the registrations for the domain names relating to the Event(s), including [www.croatiamusicweek.hr](http://www.croatiamusicweek.hr).

h. disclosing WEG's non-public and proprietary financial information to *Total Croatia News* on or around April 14, 2016.

29. AMM's improper use of the Marks has caused, and is likely to continue to cause, confusion, mistake, and deception among the public, trade, consumers and sponsors as to the source, approval or sponsorship of AMM's services and activities.

30. AMM's continued and intentional use of certain Marks, following the issuance of the Revocation of Grant of Rights Notice, was committed with actual notice of WEG's rights in the Marks and was undertaken with knowing, willful, deliberate and/or intentional disregard of WEG's rights.

#### **IV. Revocation of AMM's Rights**

31. On March 3, 2017, and following AMM's continuing and uncured default, WEG issued a Notice of Default enumerating AMM's material and uncured breaches of the License Agreement and demanded cure. *See* Notice of Default (redacted), attached hereto as **Exhibit B**.

32. AMM failed to respond to, or even acknowledge, the Notice of Default.

33. On March 8, 2017, following the expiration of AMM's cure period, WEG dispatched a Revocation of Grant of Rights Notice to AMM, revoking all the rights granted to and/or conferred upon AMM by WEG, pursuant to Section 2 of the License Agreement. *See* Revocation of Grant Rights Notice, attached hereto as **Exhibit C**.

34. AMM failed to acknowledge or respond to the Revocation of Grant of Rights Notice.

35. The License Agreement expressly provides that in the event of a breach of the License Agreement by AMM, all of AMM's rights respecting the Marks terminate and all of WEG's rights automatically revert back to WEG and AMM otherwise automatically assigns its rights, title, and interest under the License Agreement and any other agreements, contracts or arrangements respecting the Event(s) to WEG or WEG's designee. *See Exhibit A* at ¶ 20(e). Under these "retake" circumstances, WEG has the option to, among other things, reassign rights to another designee. *See Exhibit A* at ¶ 20(e).

36. Based upon AMM's misconduct, all of WEG's rights and interests have fully reverted back to WEG and AMM has otherwise assigned all of its rights, title and interests in the License Agreement any other agreements, contracts or arrangements respecting the Events to WEG, and WEG has exercised its rights to retake all such rights.

37. WEG ultimately designated a new licensee to produce the 2017 Ultra Europe Event.

#### **V. Ticketing for the 2017 Event**

38. Under the License Agreement, AMM was solely responsible for engaging and supervising approved ticketing companies, sequestering ticketing proceeds as needed and for administering refunds, when applicable.

39. AMM engaged approximately four ticketing companies to sell tickets to the July 2017 Event.

40. Upon information and belief, at least two of the four ticketing companies advanced to AMM unearned ticketing proceeds totaling approximately €1.4 million and such advances were from the sale of tickets to the 2017 Event.

41. WEG agreed to the advance of the ticket proceeds on condition that such proceeds would be used for the limited purpose of either paying artist fees and/or paying license fees,

nothing more. AMM did not, however, use the funds for these authorized purposes in breach of the License Agreement, and in contravention of the conditional approval to have the ticket proceeds advanced.

42. In cases of advancement of unearned ticket revenue, AMM was expressly required to set aside and segregate such funds and maintain such funds in trust for the sole benefit of ticket holders and WEG. *See Exhibit A* at ¶11(j).

43. All ticket funds advanced to AMM rightly belong to WEG. This is the case because all of WEG's rights have reverted to WEG, and AMM has assigned all of its agreements, contracts, and other arrangements regarding the Events, including all rights, title and interest in the ticketing funds pursuant to Section 11 and 20 of the License Agreement, the ticket funds belong to WEG.

44. As such, AMM has been unjustly enriched, and WEG is entitled to recover all funds advanced by the ticketing companies.

## **VI. Misappropriation of WEG's Trade Secrets**

45. After revocation of the License Agreement, WEG learned that AMM had, during the term of the licensed arrangement, been conspiring with a competitor of WEG for an extended period of time to misappropriate WEG's trade secrets and confidential information in direct violation of the License Agreement and in violation of applicable law.

46. For example, in or about February 2017, without WEG's knowledge or consent, AMM and a competitor of WEG (the "Competitor") openly colluded to misappropriate WEG's Trade Secrets during the term of the licensed arrangement between WEG and AMM.

47. WEG learned of this wrongful conduct by AMM when (i) on December 8, 2016, *Total Croatia News* posted an article which stated that AMM met with Competitor in Split, and (ii) AMM openly bragged about participating in the discussions and/or negotiations with the

Competitor by posting on Instagram the fact that AMM had been having further discussions and meetings with the Competitor.

48. Then, WEG learned that in February and March 2017, the Competitor had been continually soliciting from AMM, confidential and trade secrets of WEG and that AMM had been actively and openly furnishing such confidential and trade secret information, including but not limited to WEG's stage designs, site layouts, vendors, suppliers, equipment lists, and other non-public information (the "Trade Secrets").

49. Specifically, on February 26, 2017, the Competitor sent an email to AMM stating:

*"Could you please send us past Ultra Europe stage designs, site layouts, and any other information that might be useful to us . . . ."*

50. And, on March 4, 2017, by email, the Competitor confirmed receipt of WEG's proprietary information and responded as follows:

*"Thank you for sending all of the information to us. Would you happen to have a gear list for lighting, video, audio, and sfx that are available."*

51. The Competitor's solicitation of the Trade Secrets from AMM was for the purpose of Competitor gaining an improper commercial advantage over WEG for use and/or consideration in the Competitor's own competing festivals and/or events.

52. In February and March 2017, AMM delivered WEG's Trade Secrets to the Competitor.

53. AMM's use and disclosure of WEG's Trade Secrets expressly violated the confidentiality and non-disclosure provisions of the License Agreement.

54. Specifically, Section 22 of the License Agreement provides that during the term of the License Agreement, and for a period of three years after the License Agreement expires or is

terminated, AMM shall not sponsor, promote, produce, host, co-sponsor, co-promote, co-produce or co-host any electronic music event affiliated with competitors of WEG. *See Exhibit A* at § 22.

55. Under the License Agreement, AMM also agreed to not disclose WEG's confidential information, including WEG's trade secrets, strategies, promotional techniques, artist, vendor or sponsor contact information, terms of the agreements with artists, vendors, or sponsors, passwords, and future plans. *See Exhibit A* at ¶ 23(a).

56. AMM's use and disclosure of WEG's Trade Secrets also violated Florida's Uniform Trade Secrets Act, Fla. Stat. §§ 688.001-688.009 ("FUTSA").

## **VII. AMM's Unauthorized Access to WEG's Email Domain**

57. By virtue of AMM's license relationship with WEG, AMM was granted access to WEG's website and domain names, including email accounts created by WEG on the *www.ultraeurope.com* domain for use by AMM in relation to the production of the Ultra Europe events.

58. Such domain names are the sole property of WEG, and WEG retained the right to restrict, suspend or discontinue AMM's access to the website and domain names. *See Exhibit A* at ¶¶ 15(a), (b).

59. Pursuant to the License Agreement, AMM acknowledged and agreed that the website and domain names belonged solely and exclusively to WEG and AMM agreed that the use of such web and domain name assets could not be taken, accessed, or used for any other purpose during or after termination of the License Agreement.

60. On or about March 14, 2017, after WEG provided AMM with the Notice of Default, and AMM failed to cure such default, WEG revoked AMM's access to those certain email accounts.

61. Accordingly, WEG changed the passwords and generally restricted access to the email server to exclude unauthorized access by AMM or any other party.

62. But on or about March 22, 2017, without WEG's knowledge or consent and without notification to WEG, AMM intentionally and improperly regained access to those certain email accounts without authorization.

63. Thereafter, on April 6, 2017, WEG learned that AMM had gained unauthorized access to WEG's email accounts and that AMM had copied for AMM's own use and benefit several emails, which emails contained trade secrets and confidential and proprietary information.

64. AMM had reset applicable passwords to the email accounts and was able to wrongfully gain access to WEG's domain. As a result, WEG was unable to access the domain itself and was deprived of the opportunity to communicate with its customers and vendors.

65. AMM knew at the time of its wrongful access of the domain that it did not have the authority to access such domain and that it intended to gain access to such emails to wrongfully retain WEG's trade secrets and proprietary and confidential information.

66. WEG's losses include, without limitation, the cost of investigating AMM's actions, assessing the resulting damages, and restoring the domain, as well as the costs associated with the interruption of WEG's business and loss of access to its customers and vendors.

67. The misappropriated emails belonged solely to WEG and have independent financial value to WEG.



68. WEG has also been unable to fully assess the extent of AMM's wrongful conduct, as WEG has been unable to determine the extent to which AMM used the misappropriated emails to provide WEG's trade secrets and confidential and proprietary information to the Competitor.

69. Such misappropriated emails and information remain in the possession, custody and control of AMM.

70. All conditions precedent to this action have been performed, excused and/or waived.

**Count I - Breach of Contract**  
**(Damages)**

71. WEG hereby incorporates paragraphs 1 through 70 as if fully alleged herein.

72. The License Agreement constitutes a fully binding and enforceable agreement, supported by mutual consideration.

73. AMM breached the License Agreement as set forth above.

74. As a result of AMM's conduct, WEG has suffered damages.

WHEREFORE, WEG demands judgment against AMM for an award of damages suffered by WEG, including without limitation, compensatory, incidental and consequential damages, impose a constructive trust over the €1.4 million, award attorneys' fees and costs, requiring AMM to turn over to WEG all of AMM's rights, title and interest in and to the registrations for the domain names relating to the Event(s), including [www.croatiamusicweek.hr](http://www.croatiamusicweek.hr)., and for such additional relief that this Court deems fair and equitable.

**Count II - Breach of Contract**  
**(Injunction)**

75. WEG hereby incorporates paragraphs 1 through 70 as if fully alleged herein.

76. AMM and WEG entered into the License Agreement, which contains a non-competition provision.

77. Pursuant to the non-competition provision, AMM agreed that during the term of the License Agreement, and for a period of three (3) years after the License Agreement's expiration or termination by any party for any reason, AMM shall not, without WEG's prior approval, directly or indirectly sponsor, promote, produce, host, co-sponsor, co-promote, co-produce or co-host any electronic music event affiliated with certain brands or promoters as listed in the non-competition provision. *See Exhibit A* at ¶22(a).

78. In addition, pursuant to the non-competition provision of the License Agreement, AMM agreed that, without WEG's prior approval, it would not directly or indirectly create any new electronic music club shows, trade names, trademarks, logos, corporate identity(ies) or events to be use used, promoted, or held in the Territory during the Term of this Agreement. *See Exhibit A* at ¶22(a).

79. AMM has breached, and/or has threatened further breaches of the non-competition provision of the License Agreement by, without WEG's authorization, putting on its own festival and/or event(s), and planning its own future festival and/or event(s), which competed with, and will compete with, WEG's festival and/or events.

80. And, without WEG's authorization, AMM discussed and/or negotiated with the Competitor to produce, sponsor, organize and/or promote music festivals and/or events for the Competitor, which festivals and/or events would compete with WEG's festivals and/or events.

81. In addition to the monetary damages incurred as a result of AMM's breaches of the License Agreement, WEG has suffered and is likely to continue to suffer irreparable harm and injury to WEG's goodwill and reputation, which will continue to occur to WEG if relief is not granted.

82. WEG has no adequate remedy at law for the injury being done to WEG as a result of AMM's breach of the provisions of the License Agreement.

WHEREFORE, WEG requests that the Court enjoin AMM's conduct in violation of the License Agreement, an award of WEG's attorneys' fees and costs pursuant to the License Agreement and such additional relief that this Court deems fair and equitable.

**Count III - Misappropriation of Trade Secrets Under FUTSA**

83. WEG hereby incorporates paragraphs 1 through 70 as if fully alleged herein.

84. WEG maintains trade secrets in the form of information that derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

85. WEG has made efforts that are reasonable under the circumstances to maintain the secrecy of its trade secrets.

86. As a result of the License Agreement, AMM was made privy to WEG's Trade Secrets.

87. Section 23 of the License Agreement provides that "[d]uring the Term of this Agreement, [AMM] shall acquire knowledge of confidential information including [WEG's] trade secrets, strategies, promotional techniques, Artist, vendor or sponsor contact information, terms of agreements with Artists, vendors or sponsors, passwords and future plans."

88. AMM willfully and maliciously misappropriated WEG's Trade Secrets and will continue to do so by improperly using WEG's Trade Secrets with regard to its discussions, negotiations and/or business relationship with Competitor, and otherwise.

89. AMM willfully and maliciously misappropriated WEG's Trade Secrets and will continue to do so by conspiring with Competitor and by continuing to improperly use WEG's Trade Secrets.

90. WEG has not consented, impliedly or expressly, to AMM's disclosures or use of WEG's Trade Secrets.

91. At the time of the use and disclosure of WEG's Trade Secrets, AMM knew or had reason to know that its knowledge of the Trade Secrets was acquired under circumstances giving rise to a duty to maintain their secrecy and limit their use.

92. At the time of AMM's unlawful and improper dissemination and disclosure of WEG's Trade Secrets to the Competitor, AMM knew or had reason to know that AMM's knowledge of the Trade Secrets was derived from or through a person who owed a duty to WEG to maintain their secrecy and limit their use.

93. At the time of AMM's unlawful and improper dissemination and disclosure of WEG's Trade Secrets to the Competitor, AMM was only permitted to use WEG's confidential information for WEG's benefit and was expressly prohibited from disseminating and disclosing WEG's confidential information to any person other than those within WEG's organization or as expressly authorized by WEG.

94. The Competitor had no means of knowing WEG's Trade Secrets.

95. Upon information and belief, the Competitor has economically benefited or will economically benefit from AMM's disclosure of WEG's Trade Secrets.

96. The Competitor was aware that the information possessed by AMM contained trade secrets, which were not intended for disclosure to the Competitor.

97. WEG has been damaged by AMM's misappropriation of WEG's Trade Secrets.

98. WEG has been irreparably harmed and has no adequate remedy at law.

WHEREFORE, WEG requests the Court enjoin during the pendency of this action, and permanently thereafter, AMM, and their principals, officers, agents, employees, shareholders and directors, from disclosing any of WEG's confidential and proprietary business information to any third parties (including but not limited to the Competitor), and continuing to use any of WEG's confidential and proprietary business information, (including but not limited to in discussions, negotiations and business dealings with the Competitor), awarding WEG damages pursuant to Fla. Stat. § 688.004, awarding WEG exemplary damages pursuant to Fla. Stat. § 688.004, awarding WEG punitive damages, and awarding WEG reasonable attorneys' fees and costs pursuant to Fla. Stat. § 688.005.

#### **Count IV – Unjust Enrichment**

99. WEG hereby incorporates paragraphs 1 through 70 as if fully alleged herein.

100. WEG conferred numerous benefits on AMM, including, but not limited to, granting AMM the right to use the Marks so that AMM could produce a valuable and profitable annual music festival, and other events.

101. AMM agreed to produce the Events and voluntarily accepted and retained those benefits by, *inter alia*, receiving approximately €1.4 million from various ticketing companies for the sale of tickets to the 2017 Event.

102. Because AMM has breached the License Agreement and because WEG has revoked all of the rights granted to and/or conferred upon AMM under the License Agreement, WEG was required to make alternative arrangements to produce, sponsor, organize and/or promote the 2017 Event.

103. Further AMM has assigned all rights under any other agreements, contracts or arrangements respecting the 2017 Event to WEG.

104. Therefore, the circumstances are such that it would be inequitable for AMM to retain the approximately €1.4 million received from the sale of the 2017 Event tickets in light of the fact that AMM failed to perform its obligations under the License Agreement and given the wrongful conduct undertaken by AMM.

WHEREFORE, WEG requests the Court enter a judgment against AMM awarding WEG damages in the amount that AMM has received for the sale of tickets to the 2017 Event, impose a constructive trust over the funds, awarding WEG costs incurred in bringing this action, and for such additional relief that this Court deems fair and equitable.

**Count V – Violation of Florida’s Computer Abuse and Data Recovery Act**

105. WEG hereby incorporates paragraphs 1 through 70 as if fully alleged herein.

106. Pursuant to the License Agreement, WEG owns the domains described above, and retained the right to restrict, suspend or discontinue AMM’s access to the website and domain names.

107. On or about March 14, 2017, after WEG provided AMM with the notice of default, and AMM failed to cure such default, WEG revoked AMM’s access to those certain email accounts.

108. After WEG revoked AMM’s access to those certain email accounts, AMM

accessed those certain email accounts through WEG's domain without authorization by circumventing the password protections implemented by WEG.

109. Thus, at the time AMM unlawfully accessed those certain email accounts to misappropriate WEG's emails, AMM was not an authorized user and its actions were without WEG's authorization.

110. AMM's wrongful conduct in accessing WEG's computer domain without authorization and misappropriating emails, as set forth above, violate the Florida Computer Abuse and Data Recovery Act, Fla. Stat. §668.803.

111. AMM did so with the intent to, and in fact did, misappropriate WEG's computer data and emails, which contained trade secrets and confidential and proprietary information, without WEG's authorization or knowledge.

112. AMM accessed WEG's domain and email accounts and misappropriated WEG's emails knowingly and with the intent to harm WEG and cause loss to WEG.

113. To date, WEG has been unable to recover the misappropriated emails from AMM.

114. WEG's losses include, without limitation, the cost of investigating AMM's actions, assessing the resulting damages, and restoring the domain, as well as the costs associated with the interruption of WEG's business and loss of access to its customers and vendors.

115. In addition, the misappropriated emails belonged to WEG and have independent and proprietary value to WEG.

116. WEG has also been unable to fully assess the extent of AMM's wrongful conduct, as it has been unable to determine if AMM used the misappropriated emails to provide WEG's trade secrets and confidential and proprietary information to the Competitor.

WHEREFORE, WEG requests the Court enter a judgment against AMM as follows: (a) an award of actual damages suffered by WEG, including without limitation, compensatory, incidental and consequential damages; (b) disgorgement of AMM's profits; (c) an award of WEG's reasonable attorney's fees and costs pursuant to Section 668.804(2), Florida Statutes; (d) injunctive relief; and (e) for such additional relief that this Court deems fair and equitable.

**Count VI – Violation of Stored Wire and Electronic Communications and Transactional Records Access**

117. WEG hereby incorporates paragraphs 1 through 70 as if fully alleged herein.

118. Pursuant to the License Agreement, WEG owns and controls the domains described above, and retains the right to restrict, suspend or discontinue AMM's access, and/or in all other respects police improper access, to the website and domain names.

119. On or about March 14, 2017, after WEG provided AMM with the notice of default, and AMM failed to cure such default, WEG revoked AMM's access to those certain email accounts.

120. After WEG revoked AMM's access to those certain email accounts, AMM accessed those certain email accounts through WEG's domain without authorization by resetting the password protections implemented by WEG.

121. Thus, at the time AMM unlawfully accessed those certain email accounts to misappropriate WEG's emails, AMM was not an authorized user or administrator and its actions were without WEG's authorization.

122. AMM's wrongful conduct in accessing WEG's computer domain without authorization and misappropriating emails (which contained confidential information and Trade Secrets), as set forth above, violates the Federal Stores Wire and Electronic Communications and



Transactional Records Access, 18 U.S.C. § 2701.

123. AMM intentionally and successfully misappropriated WEG's computer data and emails, which contained trade secrets and confidential and proprietary information, without WEG's authorization and consent.

124. AMM accessed WEG's domain and email accounts and misappropriated WEG's emails knowingly and with the intent to harm WEG and cause loss to WEG.

125. To date, WEG has been unable to recover all copies of the misappropriated emails from AMM.

126. WEG's losses include, without limitation, the cost of investigating AMM's actions, assessing the resulting damages, and restoring the domain, as well as the costs associated with the interruption of WEG's business and loss of access to its customers and vendors.

127. In addition, the misappropriated emails belonged to WEG and have independent financial value to WEG.

128. WEG has also been unable to fully assess the extent of AMM's wrongful conduct, as it has been unable to determine if AMM used the misappropriated emails to provide WEG's trade secrets and confidential and proprietary information to the Competitor.

WHEREFORE, WEG demands judgment against AMM as follows: (a) an award of actual damages suffered by WEG, including without limitation, compensatory, incidental and consequential damages and statutory damages; (b) disgorgement of AMM's profits; (c) an award of WEG's reasonable attorney's fees pursuant to 18 U.S.C. § 2707(b)(3); (c) for an award of full costs incurred by WEG; and (e) for such additional relief that this Court deems fair and equitable.

**Count VII - Common Law Trademark Infringement**

129. WEG hereby incorporates paragraphs 1 through 70 as if fully alleged herein.

130. The Marks have been used for more than four years, are inherently distinctive, and/or have acquired their distinction through their use and association with WEG's business of producing outdoor music festivals, such that the Marks have acquired secondary meaning.

131. AMM has used the Marks in unauthorized manners as described above.

132. AMM has engaged in deceptive and/or fraudulent conduct as set forth above.

133. WEG and AMM compete for a common pool of customers.

134. AMM's conduct is likely to cause confusion, mistake and/or deception by or in the public as to the affiliation, connection, association, origin, sponsorship or approval of the infringing services and products to the detriment of WEG, and constitutes unfair competition under common law.

135. AMM's wrongful acts have proximately caused and continue to cause WEG substantial and irreparable injury, including usurpation of goodwill, confusion of potential customers, injury to reputation and diminution in the value of its intellectual property.

136. AMM's uses of the Marks are likely to cause confusion as to the source, origin and ownership of *Croatia Music Week Zagreb* and *Croatia Winter Music Festival*, as well as the source and origin of unauthorized web content and online advertisements that AMM has published, causing irreparable harm to WEG.

WHEREFORE, WEG requests the Court enter a judgment against AMM as follows: (a) for an order and judgment of this Court, effective during the pendency of this action, and permanently thereafter, restraining and enjoining AMM, and their principals, officers, agents, employees, shareholders and directors (i) from using in any manner the Marks, and any words,

combination of words, letters, logos, graphics, or color schemes similar thereto, in the advertising, marketing or providing of AMM's products and services; (ii) from implying or directly stating or creating the impression that AMM or AMM's products or services are affiliated, sponsored by, or associated with WEG or WEG's products or services; (iii) from using in any manner any trademark, service mark, words, abbreviations, designs, arrangements or other combinations thereof that would imitate, resemble or suggest an association with the Marks; and (iv) from in any other respect infringing upon WEG's Marks; (b) ordering that any and all business entities using the Marks that were created by AMM, including *Croatia Music Week Zagreb* and *Croatia Winter Music Festival*, be dissolved; (c) disgorging AMM's profits; (d) requiring AMM to turn over to WEG all of AMM's rights, title and interest in and to the registrations for the domain names relating to the Event(s), including [www.croatiamusicweek.hr](http://www.croatiamusicweek.hr) and (e) awarding WEG damages, costs and attorney's fees.

### **Count VIII - Unfair Competition**

137. WEG hereby incorporates paragraphs 1 through 70 as if fully alleged herein.

138. The Marks have been used for more than four years, are inherently distinctive, and/or have acquired their distinction through their use and association with WEG's business of producing outdoor music festivals, such that the Marks have acquired secondary meaning.

139. AMM has used the Marks in unauthorized manners, such as described above.

140. AMM's unauthorized uses of certain Marks constitutes use in commerce of a name, term or symbol within the meaning of 15 U.S.C. § 1125(a)(1).

141. AMM's conduct is likely to cause confusion, mistake, and/or deception as to the affiliation, connection, association, origin, sponsorship or approval of AMM's services or commercial activities by or with WEG and their affiliates, and directly violates 15 U.S.C. § 1125.

142. The acts complained of herein actually deceive and are likely to continue to deceive the public that AMM's services and activities are sponsored, approved or endorsed by WEG and their affiliates, when in fact they are not. AMM's conduct has caused and will continue to cause irreparable injury to WEG's reputation and goodwill.

143. AMM's uses of the Marks are likely to cause confusion as to the source, origin and ownership of *Croatia Music Week Zagreb* and *Croatia Winter Music Festival*, as well as the source and origin of unauthorized web content and online advertisements that AMM has published, thus entitling WEG to relief under 15 U.S.C. § 1125, including injunctive relief as provided by 15 U.S.C. § 1116, and damages, costs and attorney's fees as provided by 15 U.S.C. § 1117.

144. AMM's unfair competition entitles WEG to relief under 15 U.S.C. § 1125, including injunctive relief as provided by 15 U.S.C. § 1116, and damages, costs and attorney's fees as provided by 15 U.S.C. § 1117.

WHEREFORE, WEG requests the Court enter a judgment against AMM as follows: (a) an order and judgment of this Court, effective during the pendency of this action, and permanently thereafter, restraining and enjoining AMM, and their principals, officers, agents, employees, shareholders and directors (i) from using in any manner the Marks, and any words, combination of words, letters, logos, graphics, or color schemes similar thereto, in the advertising, marketing or providing of AMM's products and services; (ii) from implying or directly stating or creating the impression that AMM or AMM's products or services are affiliated, sponsored by, or associated with WEG or WEG's products or services; (iii) from using in any manner any

trademark, service mark, words, abbreviations, designs, arrangements or other combinations thereof that would imitate, resemble or suggest an association with the Marks; and (iv) from in any other respect infringing upon WEG's Marks; (b) ordering that any and all business entities using the Marks that were created by AMM, including *Croatia Music Week Zagreb* and *Croatia Winter Music Festival*, be dissolved; (c) disgorging AMM's profits; (d) requiring AMM to turn over to WEG all of AMM's rights, title and interest in and to the registrations for the domain names relating to the Event(s), including [www.croatiamusicweek.hr](http://www.croatiamusicweek.hr), and (e) awarding WEG damages, costs and attorney's fees as provided by 15 U.S.C. § 1117.

#### **Count IX - Federal Trademark Infringement**

145. WEG hereby incorporates paragraphs 1 through 70 as if fully alleged herein.

146. WEG is the authorized licensor in the relevant area of the stylized "U" which is registered to its licensor.

147. Stylized "U" has been used for more than fourteen years, is inherently distinctive, and/or has acquired its distinction through its use and association with WEG's business of producing outdoor music festivals, such that the stylized "U" has acquired secondary meaning.

148. AMM has used the stylized "U" in unauthorized ways, such as:

- a. Holding out *Croatia Music Week Zagreb* and *Croatia Winter Music Festival* as being associated and/or affiliated with WEG and/or other *Ultra* brands;
- b. Using the stylized "U" at unauthorized press conferences and holding AMM out as being associated and/or affiliated with WEG and/or other *Ultra* brands; and

c. Publishing web content that uses the stylized “U” in connection with *Croatia Music Week Zagreb* and *Croatia Winter Music Festival* without WEG’s consent and in violation of the License Agreement.

149. AMM’s uses of the stylized “U” are likely to cause confusion as to the source, origin and ownership of *Croatia Music Week Zagreb* and *Croatia Winter Music Festival*, as well as the source and origin of unauthorized web content and online advertisements that AMM has published, thus entitling WEG to relief under 15 U.S.C. § 1125, including injunctive relief as provided by 15 U.S.C. § 1116, and damages, costs and attorney’s fees as provided by 15 U.S.C. § 1117.

WHEREFORE, WEG demands judgment against AMM as follows: (a) for an order and judgment of this Court, effective during the pendency of this action, and permanently thereafter, restraining and enjoining AMM, and their principals, officers, agents, employees, shareholders and directors (i) from using in any manner the stylized “U”, and any words, combination of words, letters, logos, graphics, or color schemes similar thereto, in the advertising, marketing or providing of AMM’s products and services; (ii) from implying or directly stating or creating the impression that AMM or AMM’s products or services are affiliated, sponsored by, or associated with WEG or WEG’s products or services; (iii) from using in any manner any trademark, service mark, words, abbreviations, designs, arrangements or other combinations thereof that would imitate, resemble or suggest an association with the stylized “U”; and (iv) from in any other respect infringing upon the stylized “U”; (b) ordering that any and all business entities using the stylized “U” that were created by AMM, including *Croatia Music Week Zagreb* and *Croatia Winter Music Festival*, be dissolved; (c) requiring AMM to turn over to WEG all of AMM’s rights, title and interest in and to the registrations for the domain names relating to the Event(s), including

[www.croatiamusicweek.hr](http://www.croatiamusicweek.hr)., and (d) awarding WEG damages, costs and attorney's fees as provided by 15 U.S.C. § 1117.

**JURY TRIAL DEMAND**

Worldwide Entertainment Group, Inc. demands a trial by jury of all matters so triable.

Respectfully submitted,

s/Peter F. Valori  
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Facsimile: (305) 371-3965  
*Counsel for Worldwide  
Entertainment Group, Inc.*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via CM/ECF upon all counsel of record on this 6<sup>th</sup> day of May, 2017.

/s/ Peter F. Valori  
Peter F. Valori

**SERVICE LIST**

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CROATIA 2012

# PROMOTIONAL AGREEMENT

This AGREEMENT ("Agreement") shall be made and effective on the 2nd day of November, 2012 (the "Effective Date") by and among the Worldwide Entertainment Group, Inc., a Florida corporation with principal offices located at 1000 NW 14th Street, Miami, FL 33136, USA, hereinafter referred to as "ULTRA," and

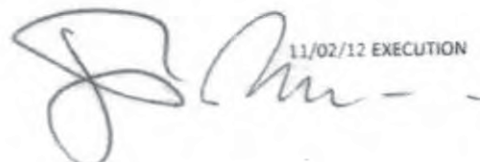
Name: ADRIA MM PRODUCTIONS, LTD.  
 Address: Banjavciceva 22, 10 000 Zagreb, Croatia  
 Phone: \_\_\_\_\_  
 Tax Information: Tax No. 05311074805  
 E-mail Address: i.basic@mpg.hr  
 Designated Representative: \_\_\_\_\_ (collectively, "AMM").

In consideration of the mutual promises, benefits and agreements specified herein and for all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AMM and Ultra agree as follows:

## 1. DEFINITIONS

The below capitalized terms shall have the meanings ascribed to them and the meanings shall be equally applicable to both the singular and plural forms of the terms defined.

- a. "Additional Promotional Fee" shall have the meaning ascribed to it in Section 3.e.
- b. "Artist" shall mean musicians, DJs and all other performance artists contemplated to appear at the Event.
- c. "Artist Budget Minimums" shall have the meaning ascribed to it in Paragraph 10.c.
- d. "Artist Fee" shall mean the amounts to be paid to Artists for their respective performance at any Event as confirmed by Ultra and as approved by AMM, including applicable booking and related fees.
- e. "Budget Minimums" shall mean the minimum amount AMM shall be required to set aside and spend on the applicable Event.
- f. "Domain Name(s)" shall have the meaning ascribed to it in Paragraph 15.a.
- g. "Due Diligence Trip(s)" shall have the meaning ascribed to it in Paragraph 16.b.
- h. "Effective Date" shall mean the date first above written.
- i. "Event(s)" shall collectively refer to the following: "Music Festival(s)" shall generally refer to a multi-day highly-attended outdoor music festival produced in the Territory, with a maximum of 3 stages and branded as "ULTRA EUROPE," "ULTRA EUROPE: CROATIA - SPLIT/HVAR EDITION," and/or any other title or brand as determined by Ultra; and "Club Events" shall have the meaning(s) ascribed to it by Ultra, and shall generally refer to any indoor Event including those branded as "ROAD TO ULTRA" or any other title or brand as determined by Ultra, including certain Club Events produced in Hvar and some (but not all) of which may be limited to no more than 2 stages (the "ULTRA BEACH EVENTS").
- j. "Expenses" shall mean all actual and incurred expenses associated with the licensing, talent

 11/02/12 EXECUTION

CROATIA 2012

acquisition, management, production and promotion of the Event(s), whether foreseeable or not, including costs, fees, settlements, obligations, Taxes, as well as production costs, marketing and advertising costs, security costs (i.e., wristbands, fencing), website costs (i.e., web design, production, maintenance, hosting and the procurement and maintenance of a Domain Name(s)), promotion costs (i.e., ticket printing, third party ticket sales), transportation costs, travel and entertainment expenses (i.e., hotel, airfare), and certain operational costs directly or indirectly relating to the production of the Event(s), including tent and Venue rentals, lighting rentals, sound equipment and system rentals, stage rentals, as well as, stage installation and dismantling, generator rentals, performers and/or Artists, performers' airfares, Event staff, licensing, governmental permits, pre-Event and post-Event expenses, proposals, sales kits, legal, accounting and other professional fees and costs, including fees and costs associated with registering trade names and/or marks, project manager, AV (screen rentals and VJs), supplies and materials, portable bathroom rentals, cleanup crew, public relations services, decoration, performers' wardrobes, lobbying, insurance, VIP area set up, pipe and drape, artwork, barricades, staff shirts and tags, third-party e-mail drops, telemarketing, restoration costs to Venue and other costs necessary and related to the Event(s) as well as any indebtedness related to any Event, contingent, fixed or otherwise, heretofore, now or from time to time hereafter owing, due and payable, however evidenced, created, incurred, acquired or owing, and howsoever arising, whether under written or oral agreement, by operation of law or otherwise, shall be included unless otherwise specified.

- k. "Final Accounting" shall have the meaning ascribed to it in Paragraph 10.d.
- l. "First Inquiry" shall mean any inquiry made by Ultra after consultation with, on behalf of, or as directed by AMM with respect to potential talent acquisition for any applicable upcoming Event(s).
- m. "Governmental Authorization(s)" shall mean any approval, consent, license, permit, waiver or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any applicable legal requirement.
- n. "Governmental Body(ies)" shall mean any (i) federal, state, national, local, municipal, foreign or other governmental or administrative entity, agency or authority; (ii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal); and (iii) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, over AMM or Ultra.
- o. "Gross Ticket Sales" shall mean all monetary receipts derived directly or indirectly from the sale of tickets, passes or admission, viewing or entry of any kind before, on, or after the day of the applicable Event including all surcharges, facility fees, restoration fees or other Venue fees.
- p. "Immigration Opinion" shall have the meaning ascribed to it in Paragraph 8.k.
- q. "Marketing Budget Minimums" shall have the meaning ascribed to it in Paragraph 9.a.
- r. "Other Marketing Value" shall have the meaning ascribed to it in Paragraph 9.a.
- s. "Production Trip(s)" shall have the meaning ascribed to it in Paragraph 16.c.
- t. "Promotional Fees" (or sometimes "Annual Base Fees") shall mean that fees owed to Ultra by AMM pursuant to the terms of this Agreement, including those enumerated in Section 3.
- u. "Proprietary Marks" shall mean those proprietary marks described in Paragraph 2.a of this Agreement as well as any other name, trade name, trademark, service mark, brand, corporate identity or logo so designated and whether now existing or hereinafter created by Ultra or its affiliates or designees.



11/02/12 EXECUTION




CROATIA 2012

- v. "Refund Program" shall have the meaning ascribed to it in Paragraph 11.o.
- w. "Royalty" shall have the meaning ascribed to it in Paragraph 13.b.
- x. "Sponsorship Value" shall have the meaning ascribed to it in Paragraph 12.b.
- y. "Tax Opinion" shall have the meaning ascribed to it in Paragraph 8.e.
- z. "Taxes" shall mean any fees, levies, liens, amounts, tariffs, duties and/or other charges, liabilities, claims, encumbrances, interests in property owned or leased by the parties or any other indebtedness due to a Governmental Body in connection with, as a result of, or in any way relating to, the production of the applicable Event including, without limitation, value added tax (VAT), sales tax, use tax, excise tax, payroll tax as well as taxes on or relating to income, capital, insurance premium, social security, or unemployment insurance.
- aa. "Term" shall have the meaning ascribed to it in Paragraph 5.a.
- bb. "Termination Fee" shall have the meaning ascribed to it in Paragraph 20.g
- cc. "Territory" shall have the meaning ascribed to it in Paragraph 4.a.
- dd. "Ultra Affiliate" shall mean either (i) an affiliate or subsidiary of Ultra, whether now existing or hereinafter created, and their respective successors and assigns, or (ii) any entity designated as a Ultra Affiliate by Ultra.
- ee. "Ultra Products" shall have the meaning ascribed to it in Paragraph 13.a.
- ff. "UMF TV" shall have the meaning ascribed to it in Paragraph 14.a.
- gg. "UMF Videos" shall have the meaning ascribed to it in Paragraph 14.a.
- hh. "Venue" shall have the meaning ascribed to it in Paragraph 7.a.
- ii. "Work(s)" shall have the meaning ascribed to it in Paragraph 14.f.
- jj. "Working Budget" shall have the meaning ascribed to it in Paragraph 10.b.

## 2. GRANT OF RIGHTS

a. Grant of Rights. Ultra hereby grants to AMM, during the Term of this Agreement, the non-exclusive and limited right to use, in the Territory, those certain Proprietary Marks, namely, "Ultra Europe," Ultra Europe: Croatia – Split/Hvar Edition," "Road To Ultra," Ultra's distinctive "U" device logo or any other mark deemed appropriate by Ultra for time to time (the "Proprietary Marks") as set forth in Composite Exhibit "A," which is subject to change upon notification by Ultra to AMM. This grant of rights subject to, and conditioned upon, AMM's performance of all of its obligations hereunder. All rights granted herein by Ultra to AMM to use the Proprietary Marks apply only to use in connection with the Event(s) herein. AMM shall not, at any time directly or indirectly, promote its own, or any other name, trade name, trademark, service mark, brand, corporate identity or logo along with the Proprietary Marks. AMM shall use the Proprietary Marks exclusively to name and promote the Event(s) and acknowledges that Ultra and/or its affiliates are the exclusive owner(s) of the names, trademarks, service marks, brands, logos and/or identification schemes, standards, specifications and other concepts embodied within its Proprietary Marks as set forth in Exhibit "A." AMM acquires no right, title or interest in the Proprietary Marks or in any other trade names, trademarks, trade dress, service marks, logos or names owned or used by Ultra and/or its affiliates. Any and all goodwill associated with the use of the Proprietary Marks shall inure exclusively to the benefit of Ultra, its subsidiaries, affiliates or assigns as the case may be. Upon the expiration or termination of this Agreement, no monetary amount

 11/02/12 EXECUTION

CROATIA 2012

shall be assigned, transferred or paid by Ultra as attributable to any goodwill associated with the Proprietary Marks.

b. Limited Purpose. AMM shall only produce, sponsor, organize and/or promote the Event in the Territory and shall not directly or indirectly use any other name, trade name, trademark, trade dress, service mark, corporate identity, brand or logo in connection with any festival, concert, party, nightclub event or any other entertainment-related event except as expressly provided herein.

c. Expiration or Termination; No Residual Rights. Upon the expiration or early termination of this Agreement, AMM shall not acquire any right, title or interest in the Proprietary Marks. All marks used, registered or to be registered in the Territory containing "Ultra" or the "U" design shall be the exclusive property of Ultra regardless of any costs incurred by AMM herein. In the occasion of an infringement claim, AMM shall notify Ultra in writing within 5 days of AMM's receipt of such notice of claim, potential claim or threat of litigation, and Ultra shall have full authority and control over any litigation and settlement terms.

### 3. FINANCIAL TERMS; EVENTS

a. Monetary Values; Currency. All monetary values herein are expressed, and shall be paid, in Euros ("€") unless otherwise specified. All Promotional Fees, Additional Promotional Fees, Travel Deposits and liquidated damages shall be paid and remitted to Ultra in U.S. Dollars. Although Artist Budget Minimums and Marketing Budget Minimums are expressed in U.S. Dollars in this Agreement, AMM shall be considered to have met its obligations if such amounts are paid in Euro equivalents. AMM shall at all times, be responsible for any and all conversion costs, if any, arising from or relating to any of its payments obligations set forth in this Agreement or from payments either remitted or obligated to be remitted hereunder.

 11/02/12 EXECUTION

CROATIA 2012

h. **ULTRA BEACH EVENTS.** As part of the Music Festival Event described in this Section, AMM shall additionally produce certain ULTRA BEACH EVENTS including in Year 1, the ULTRA BEACH EVENTS, which shall be produced on July 14, 2013.

i. **Payments.** Notwithstanding any provision contained herein to the contrary, the parties acknowledge and agree that any amounts due to Ultra under this Agreement (including Promotional Fees, Additional Promotional Fees, Sponsorship Fees and Ultra Product Fees/Royalties) shall be net of any applicable Taxes. IF ANY AMOUNTS DUE TO ULTRA UNDER THIS AGREEMENT IS NOT TIMELY PAID, THE GRANT OF RIGHTS TO USE, OR TO CONTINUE USING THE PROPRIETARY MARKS DESCRIBED IN SECTION 2 AND ANY OTHER INTELLECTUAL PROPERTY USE OR LICENSE PERMITTED BY ULTRA SHALL BE IMMEDIATELY SUSPENDED OR TERMINATED WITHOUT FURTHER NOTICE OR DEMAND AT ULTRA'S SOLE AND ABSOLUTE OPTION. THE FOREGOING SHALL BE IN ADDITION TO ALL OTHER ULTRA REMEDIES PROVIDED HEREUNDER OR OTHERWISE AVAILABLE BY LAW TO ULTRA.

j. **Expenses.** AMM shall be solely responsible for all Expenses incurred in the licensing, management, promotion and production of the Event(s), whether foreseeable or not and regardless of whether such Expenses are included in the budgets described in Section 10.

k. **Net of Taxes.** Notwithstanding any provision contained herein to the contrary, all fees and payments due Ultra under this Agreement shall be net of Taxes.

#### 4. **TERRITORY**

a. **Territory.** Subject to the terms and conditions set forth in this Section 4 and during the Term of this Agreement, the territory shall, (1) on an exclusive basis be CROATIA and (2) EUROPE, on a non-exclusive basis, as specified on Exhibit H, which is attached hereto and made a part hereof.

b. **Ultra's Restrictive Covenant.** Subject to the applicable terms of this Agreement, including Paragraphs 4c and 4d below, Ultra shall not produce any Music Festivals in Europe during the period commencing on the Effective Date and continuing through the end of Year 3.

 11/02/12 EXECUTION



CROATIA 2012

- c. AMM's Right of First Refusal. In Year 4, AMM shall have a right of first refusal respecting new European markets, to wit: If Ultra receives bonafide offers to produce future Events within the applicable Territory, Ultra shall provide AMM with notice in writing of the terms of any such bonafide third party offers ("The Offer"), which is acceptable to Ultra and AMM shall have 10 calendar days to exercise, in writing, its right of first refusal on the terms of The Offer. Ultra and AMM shall, but in no event later than 30 days thereafter, enter into a marketing agreement or other document requested by Ultra memorializing AMM's exercised right of first refusal. If a separate agreement is executed, this Agreement and the newly executed agreement shall contain and/or be deemed to contain a cross default provision wherein a default under one agreement shall also be deemed a default in the other. Beginning in Year 5, and notwithstanding AMM's right of first refusal, Ultra shall have the absolute right to produce Events within the Territory, except for Croatia.
- d. Excluded Territories. Ibiza, Spain shall be excluded from the Territory, and from the terms, conditions and restrictions specified in paragraphs 4b and 4c above.
- e. Club Events. To the extent that the parties enter into a separate "Road To Ultra" or similar club event agreement, AMM's performance under such other agreement shall not constitute a violation of this Section 4 relative to Territory and/or the exclusivity thereof.

#### 5. TERM

- a. Term. The term of this Agreement shall commence upon the Effective Date and shall expire on November 1, 2017, unless sooner terminated by Ultra (the "Term").

Year 1 shall commence on the Effective Date and shall terminate November 1, 2013.

Year 2 shall commence November 2, 2013, and shall terminate November 1, 2014.

Year 3 shall commence November 2, 2014, and shall terminate November 1, 2015.

Year 4 shall commence November 2, 2015, and shall terminate November 1, 2016.

Year 5 shall commence November 2, 2016, and shall terminate November 1, 2017.

- b. Renewal. AMM shall have the right to renew the Term for an additional 5-year period on condition that AMM performs its obligations hereunder as agreed. In the event that the Term of this Agreement is renewed, the renewal term shall also be referred to as the "Term."

#### 6. EVENT DATES; EVENT MINIMUMS

- a. Selection of Event Dates. Except with respect to Year 1, by **SEPTEMBER 1** of each year during the Term, AMM shall provide written notice to Ultra of AMM's election and definitive commitment to produce upcoming Events and shall propose (i) Event dates for that year, and (ii) venues, both of which shall be subject to Ultra's approval. Failure by AMM to comply with the foregoing shall constitute a material breach hereof. Subject to the terms of this Agreement, the following Event minimums shall apply:

i. Year 1. In Year 1 of this Agreement, AMM shall collectively produce at least one (1) 3-day Music Festival, which shall be comprised of at least July 12, 2013 and July 13, 2013 at the **SPLIT STADIUM** in Croatia and one (1) **ULTRA BEACH EVENT** on Wednesday, July 14, 2013.

ii. Subsequent Years. Following Year 1 and throughout the remainder of the Term, AMM shall produce at least one (1) 3-day Music Festival per year and by **SEPTEMBER 1** of each year during the Term, AMM shall be required to provide written notice to Ultra of AMM's election and definitive commitment to produce upcoming Events and shall propose (i) Event dates for that year, and

 11/02/12 EXECUTION

CROATIA 2012

(ii) venues, both of which shall be subject to Ultra's approval. The applicable Promotional Fees for such Event shall be due and payable as follows: 50% of the shall be due the earlier of (i) upon First Inquiry or (ii) within 180 days prior to the next scheduled Event and the remaining 50% shall be due and payable within 120 days prior to the next scheduled Event.

b. **Related Events.** AMM shall, simultaneous with the execution of this Agreement, enter into a separate agreement governing the production of certain "Road To Ultra" Club Events which are contemplated to occur on the Island of Pag during the first week of July, 2013 and in Zagreb during certain winter months. Any default by AMM, either hereunder or under any other agreement between and/or among AMM and Ultra, or their respective subsidiaries, affiliates or principals, shall, without further notice or demand, also constitute a default and material breach by AMM hereunder.

## 7. PRODUCTION

a. **Venue.** AMM shall, subject to the approval of Ultra, select, secure and lease a venue for each Event, together with all necessary and related facilities (the "**Venue**").


b. **Venue and Event Access.** Ultra and its representatives shall, at all relevant times during the Term, have unlimited access to the selected Venues, including during the set up as well as pre-production and post-production times. Access shall be provided to Ultra's representatives and no less than 3 additional agents of Ultra to all areas of the Venue and Event, including offices, ticket rooms and counting rooms. The names of Ultra's representatives shall be submitted to AMM no less than 2 days prior to the applicable Event. During each Event, access to the backstage area shall be restricted to Ultra's and AMM's authorized personnel.

c. **Licenses, Permits.** AMM shall procure all Governmental Authorizations from any applicable Governmental Bodies necessary to produce each Event.

d. **Stage Installation; Set Up; Technical Specifications.** AMM shall prepare the Venues for each Event and if applicable, provide installation of the stages, spotlights, forklifts, rigging structures, additional sound and lighting reinforcement and any other equipment needed for proper presentation of the applicable Event as specified in the **TECHNICAL RIDER**, which is attached hereto as **Exhibit "D"** and made apart hereof. AMM shall prepare and submit the Technical Rider to Ultra for Ultra's approval 90 days prior to each applicable Event. The Technical Rider shall be submitted to Ultra in substantially the form attached hereto as "**Exhibit D-1.**"

e. **Utilities (Electricity, Water).** AMM shall procure all utility services, including electrical power and water sources needed for each Event, as well as additional electric, wiring and power facilities.

f. **Staff; Production Manager.** AMM shall provide, hire, contract, supervise and pay for all workers for the proper handling of patrons including ticket sellers, ticket takers and ushers. AMM shall also hire, supervise and assign a projector or production manager for each Event, and such manager shall be subject to the approval of Ultra. AMM shall submit the name and qualifications of the manager to Ultra for approval no less than 6 months prior to the production of each Event. AMM shall engage the manager no less than 5 months prior to the date of each Event.

 11/02/12 EXECUTION



CROATIA 2012

8. TALENT

a. Artist Bookings.

i. Bookings, Line-Up, Set Times and Artwork. Ultra shall be solely responsible for all Artist bookings, Artist line-up, Artist set times, Artist artwork, Artist ranking and placement in all advertising, media and promotional material.

ii. AMM Approval. Prior to the engagement of each Artist, Ultra shall obtain the approval of AMM and the parties shall jointly select and determine the final Artists to be used for each Event.

b. Artist Budget Minimums. AMM shall, for each Event, maintain the applicable Artist Budget Minimums as set forth in 10.c., unless a lower amount is agreed to in writing by Ultra. Ultra shall, at all relevant times during the Term, have the right, but not the obligation to unilaterally modify the Artist Budget Minimum on an Event-by-Event basis and from time-to-time during the Term of this Agreement. Ultra shall consider reducing the Artist Budget Minimum if Ultra is satisfied with the line-up procured. In the event that Ultra agrees to reduce the Artist Budget Minimum, such reduction shall only apply to such specific Event in which the reduction is approved.

c. Artist Payment Terms. Subject to the terms set forth in Paragraph 10.c, AMM shall pay all Artist Fees in accordance with offers made by Ultra and approved by AMM and shall timely pay directly to each Artist or their designee, the amount required to engage the Artist pursuant to the terms of the Artist confirmation.

d. Advancement of Artist Fees. Notwithstanding any provision contained either herein or in any applicable Artist Agreement to the contrary, Ultra shall at all times during the Term of this Agreement and in its sole and absolute discretion, have the unilateral right to require AMM to advance to Ultra or its designee any or all Artist Fees. In such event, AMM shall also be solely responsible for any and all losses sustained by Ultra in exercising its rights hereunder, including bank fees, taxes or currency fluctuations, if any.

e. Tax Opinion; Artist Withholding. Upon Ultra's request, AMM shall procure and remit to Ultra a written Tax Opinion from a qualified taxation expert, which tax opinion shall include appropriate tax citations and other authority within 7 days of Ultra's request (the "Tax Opinion"). The Tax Opinion shall address any and all Tax obligations of Ultra, AMM and Artists resulting from, or in any way relating to, the Event(s) including value added tax, sales, use, excise taxes, payroll, taxes on or relating to income, capital, insurance premium, social security, or unemployment insurance and any applicable Tax withholding obligations, including those relating to, or resulting from the payment of Artist Fees. AMM shall be solely responsible for any and all Tax liabilities, including Tax withholding obligations relating to Artist Fees, if any.

f. Taxes; Banking. AMM shall be solely responsible for (i) collecting, remitting and filing with the appropriate Governmental Body(ies) for each Event, (ii) all Taxes due hereunder and (iii) payment of all amounts due to any Governmental Body.

g. Artist Agreement. AMM shall enter into, assume and perform all obligations under applicable Artist Agreement(s) and agrees to perform such obligations in accordance with the terms and conditions set forth in the Artist Agreement(s) and confirmation(s), subject to the terms of Paragraph 8d above.



CROATIA 2012

Ultra shall provide a copy of each executed Artist Agreement to AMM after it is executed and received by Ultra.

h. Material Breach; Remedy. FAILURE OF AMM TO TIMELY PAY ANY ARTIST IN ACCORDANCE WITH THE TERMS SPECIFIED HEREIN SHALL CONSTITUTE A MATERIAL BREACH HEREUNDER AND SHALL RESULT IN IRREPARABLE HARM TO ULTRA AND ITS BUSINESS RELATIONSHIPS AND REPUTATION. IN SUCH EVENT, AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, ULTRA SHALL BE EXCUSED FROM ITS OBLIGATIONS HEREUNDER WITHOUT FURTHER LIABILITY TO AMM, IN ADDITION TO ALL OTHER REMEDIES.

i. Artist Air and Hotel. AMM shall be solely responsible for Artists' air and hotel costs/arrangements, unless otherwise expressly agreed to by the parties.

j. Artist Ground Transportation. AMM shall be solely responsible for securing and paying for local ground transportation for Artists from the airport to Artists' hotel; from Artists' hotel to the applicable Event and Artists' return to Artists' hotel; and from Artists' hotel back to the airport in a late model, clean and appropriate vehicle(s), unless otherwise specified in the Artist Agreement.

k. Artist Travel Visas; Immigration Opinion(s). AMM shall be solely responsible for arranging and paying for the cost of applying and processing Artist and Artists' entourages' travel visas, as well as, all third-party processing and expedite fees, if applicable. AMM shall provide Ultra with all visa requirements 90 days prior to the scheduled Event. If requested by Ultra, AMM shall procure and remit to Ultra 90 days prior to each Event(s), a written immigration opinion from a qualified immigration expert, which immigration opinion shall include appropriate legal citations and other authority ("Immigration Opinion"). The Immigration Opinion shall address any and all immigration and visa requirements of Ultra and Artists resulting from, or in any way relating to, entry into the Territory for business and entry to perform as an Artist.

l. Artist Freight Expenses. AMM shall cause Artist to pay all freight-related expenses relating to any backline requirements.

m. Artist and Ultra Security. AMM shall provide and pay for the highest security levels for Artists and Ultra's representatives for each Event and shall submit to Ultra a written security plan 45 days prior to each Event for Ultra's approval.

n. Postponement; Cancellation. In the event that an Artist's booking fee has been paid and is forfeited due to postponement or cancellation of an Event, AMM shall be solely responsible for contractual fine(s) contemplated in the Artist Agreement, if any.

## 9. MARKETING

a. Marketing Budget. For each Event, AMM shall budget for and spend (in a manner subject to Ultra's approval), a minimum amount for marketing and advertising directly, and actually related to, and primarily focused on, each applicable Event. AMM's Marketing Budget shall be comprised of "cash" and other value deriving from any and all sources, including media buys and support, non-cash contributions, donations, remuneration, goods, services, discounts, commissions, fees, fringe benefits, revenue generated from the sale of donated goods or services or any similar items (collectively "Other Marketing Value") which shall collectively be referred to as the "Marketing Budget Minimum").

 11/02/12 EXECUTION

CROATIA 2012

d. Traditional Media. The Marketing Budget Minimum shall include print advertising, electronic media buys, direct mail expense, e-mail marketing, collateral materials, publicity expenses and any other items mutually agreed upon by the parties for the marketing campaign. The advertising campaign shall begin on a mutually agreed upon date.

f. Marketing Campaign. AMM shall develop a marketing campaign, which shall be presented to Ultra for its approval no less than 5 months prior to the Event.

g. Marketing Plan. AMM shall submit an Event marketing plan to Ultra, or to a representative designated by Ultra, no less than 5 months prior to the date of each Event and such plan shall be effectuated no less than the earlier of the Event on-sale date or 120 days prior to the Event.

h. Branding. The parties shall work jointly on the creative branding elements and any other aspects of the Event(s) related to branding and image. If parties are unable to agree on a branding, creative, image-related decision, or concept, Ultra shall have final approval of the artwork and marketing medium.

i. Press Release. AMM shall not issue any press releases or public statements respecting either any Event or respecting Ultra, its subsidiaries, affiliates, officers, directors or principals, unless and until such press release or public statement has been approved in writing by Ultra in advance.



CROATIA 2012

10. BUDGET

a. Preliminary Budget. AMM shall prepare and submit to Ultra a preliminary budget for each Event upon the earlier of either (i) within 5 days of First Inquiry, or (ii) 6 months prior to each Event. The preliminary budget shall set forth every cost which can be reasonably anticipated, including Expenses, fees, Taxes, surcharges and other charges involved with, relating or incidental to, or incurred as a result of, the production of the applicable Event.

b. Working Budget. AMM shall submit a working budget to Ultra for Ultra's approval, which shall set forth an itemized summary of estimated Expenses for each Event and shall include every reasonably-anticipated cost and Expense including fees, Taxes, surcharges and other charges involved with, relating to or incidental to or incurred as a result of, the production of the applicable Event (the "Working Budget"). The Working Budget shall be maintained on a periodic basis as specified by Ultra and in a format acceptable to Ultra and shall strictly comply with the Budget Minimums set forth in this Agreement. Ultra shall have the right, but not the obligation, to cause AMM to modify AMM's proposed Working Budget in order to conform to the Budget Minimums set forth in this Agreement.

d. Final Accounting. Within 7 days following the conclusion of each Event, AMM shall submit to Ultra, a preliminary summary of costs detailing, among other things, profits, losses and actual Expenses incurred or paid regarding the applicable Event, and within 30 days following the Event, AMM shall furnish Ultra with a final budget detailing actual profits, losses and Expenses regarding the applicable Event (the "Final Accounting"). AMM shall also provide Ultra with supporting documentation relating to the Final Accounting results.

11. TICKETING

a. Ticket Sales. AMM shall be solely responsible for performing all ticketing obligations hereunder, which includes reporting ticket sale information to Ultra, engaging and supervising approved ticketing companies, sequestering ticketing proceeds as needed and administering refunds, if applicable.

b. Terms and Conditions. AMM shall provide to Ultra for Ultra's approval, the proposed terms and conditions relating to all Event tickets. The proposed terms and conditions shall be provided to Ultra in English.

 11/02/12 EXECUTION



CROATIA 2012

c. **Ticket Sale Projections.** Unless Ultra specifies a sooner time frame, AMM shall provide ticket sale projections to Ultra within 5 months prior to each Event for Ultra's approval. The failure by AMM to meet ticket sale projections shall constitute a material breach hereunder. AMM shall report all ticketing information to Ultra in the frequency, manner and format specified by Ultra and such frequency, manner and format may be modified by Ultra from time to time, upon notification by and as determined by Ultra in its sole and absolute discretion.

d. **Online Ticketing Reports.** AMM shall provide ticketing reports to Ultra on an online and real time basis and in substantially the format set forth in Exhibit "B," including all sales demographics. Ticketing reports shall, at all relevant times, and at a minimum, include complete ticket manifests from all sources and all ticket types. AMM shall also collect and maintain, during the Term of the Agreement, in accordance with applicable laws, all ticketholder information necessary to refund ticket holders in accordance with Section 10.o. If requested by Ultra, AMM shall deliver advanced attendance and sales reports via fax or e-mail to Ultra once every fortnight during the pre-sale of tickets for each Event, as well as, any other information collected and received to be maintained hereunder by AMM. Online ticketing reports shall be provided to Ultra in English.

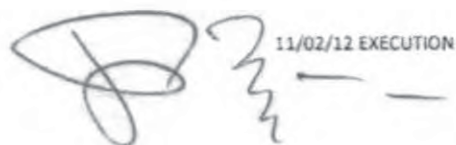
e. **Audit.** Ultra shall be entitled to copies of, and shall have the right to conduct an independent audit of, the books and records relating to any Event and an inspection of attendance, box office, tickets and other books and records with respect to the admission receipts, including unsold tickets and stubs of tickets sold during the Event(s). AMM shall maintain all books and records related to the Event for a period of 5 years following the termination or expiration of this Agreement.

f. **Counterfeit Prevention.** AMM shall ensure the making of all tickets for each Event and shall ensure adequate security and counterfeit protections respecting same, which shall include mandatory scanning and use of a validation system approved by Ultra. AMM shall provide and pay for all box office and ticket sale operation Expenses, including Venue ticket offices, remote outlet sales, telephone sales, Internet sales and third-party vendor sales. Unless otherwise specified by Ultra, ticket sales for each Event shall commence no less than 120 days prior to the scheduled Event.

g. **Ticket Pricing/Scaling.** AMM shall provide to Ultra a written proposal and detailed analysis of ticket pricing for each Event in the marketplace and at the Venue for 2 years prior to each Event, which shall be approved by Ultra. Such detailed analysis must be submitted no less than 5 months prior to the Event and Ultra must pre-approve all ticket pricing.

h. **Ticketing Companies; Online Sales.** AMM shall propose a reputable and qualified ticketing company, which company shall at a minimum be licensed, insured and bonded. All ticketing companies shall be approved by Ultra for each Event including a ticketing company for all online, retail and on-site/box office ticket sales. AMM shall not be permitted to maintain any direct or indirect ownership or beneficial interest(s) in any ticketing companies engaged to sell tickets for the Events unless expressly approved by Ultra. All online ticket sales shall be conducted by [TO BE DETERMINED BY ULTRA] by means of a link through the domain [TO BE DETERMINED BY ULTRA]. AMM shall deliver to Ultra a true and correct copy of the proposed ticketing agreement in English and shall assign all of its rights, title and interest thereunder to Ultra and shall name Ultra as a third-party beneficiary thereunder, if required by Ultra.

i. **Ownership Interest.** AMM shall not acquire or maintain any ownership interest in any ticketing companies used hereunder without the express written consent of Ultra and which consent shall be



11/02/12 EXECUTION

CROATIA 2012

withheld, conditioned or delayed in Ultra's absolute discretion.

j. **No Advancement of Ticket Sale Revenue; Sequestration.** AMM shall not, during Year 1, be permitted to accept—whether directly or indirectly, in full or in part—any advanced ticket sale revenue without the express approval of Ultra, which may be withheld, delayed or conditioned. During subsequent years, and provided that AMM is not in default of this or any other agreement with Ultra, or its subsidiaries or affiliates, AMM shall have the right to seek advancement of ticket sale revenue subject to Ultra's approval. If Ultra approves either the full or partial release or advancement of ticket sale revenue hereunder, such advanced ticket sale revenue shall, at all times, either be (i) set aside and maintained in a separate bank, escrow or trust account for the sole benefit of ticket holders and Ultra (as solely determined in advanced by Ultra), or (ii) AMM shall procure and maintain Event cancellation insurance, which shall name Ultra or its designee as an additional insured. AMM also acknowledges and agrees that any monies collected by AMM relative to the Event, but not remitted to Ultra hereunder, shall, at all relevant times, be deemed funds held in trust for the sole benefit of Ultra and such funds shall be deemed fully earned by Ultra without right of offset by AMM.

k. **No Discounts.** AMM shall not be permitted to discount or make any ticket pricing adjustments without the express approval of Ultra and such consent or approval may be withheld, delayed or conditioned at the sole and absolute discretion of Ultra.

l. **Complimentary Tickets; Credential Systems.** Complimentary tickets shall be made available to the parties in an amount consistent with good business practice, but not to exceed an allowance of 10% of the gross attendance capacity of the applicable Event. The 10% allowance does not include passes and tickets made available exclusively for media and sponsorship trades. Issuance of complimentary tickets exceeding the 10% capacity shall require the mutual written permission of both parties. Ultra shall, notwithstanding anything contained herein to the contrary, be entitled to a minimum of (i) 250 General Admission tickets, and (ii) 250 VIP tickets with 50 AAA credentials for each Event. Ultra shall also approve all credential systems.

m. **Third-Party Beneficiary(ies).** The parties acknowledge and agree that Ultra Enterprises, Inc. or its designee shall, in all respects and at all relevant times, be deemed to be a third-party beneficiary(ies) under all agreements entered into during the Term of this Agreement and for the purpose of producing Events by AMM.

n. **Adequate Supply.** AMM shall have available an adequate supply of tickets for each Event.

o. **Refunding.** Within 10 days of execution of this Agreement, AMM shall submit to Ultra for Ultra's written approval, AMM's comprehensive, written refund policies and procedures (the "**Refund Program**"). The Refund Program shall comply with the terms and conditions set forth in **Exhibit "G."**

## 12. **SPONSORSHIPS**

a. **Right of First Refusal.** AMM acknowledges and agrees that all Ultra sponsors shall be given a right of first refusal for all Event sponsorships. Ultra sponsors shall further be given the first preference to be the exclusive sponsor in the sponsor's respective business category so long as the amount of sponsorship commitment offered by sponsor is a fair market value, which shall mean an amount commensurate with that paid by a similar brand with similar market share.





CROATIA 2012

d. Logos, Generally. AMM shall have the right to display any sponsor's logo, name, trademarks, symbol, etc. in any place (in, on or around the stage) as it may deem appropriate with Ultra's prior express approval and provided that all licenses, releases and authorizations necessary to use such logo, name, trademarks, symbol shall have been obtained by AMM. Notwithstanding the foregoing, AMM shall adhere to the form, substance and integrity of the Ultra Music Festival brands, wherever displayed, without changing their characteristics and such display/use shall strictly conform to Exhibit "A" hereto.

e. Logos, Website. Ultra shall endeavor to promptly insert all approved sponsorship logos on the applicable Event website after AMM informs Ultra in writing of the execution of a contract with a sponsor. Notwithstanding the foregoing, AMM shall nonetheless be required to obtain all licenses, releases and authorizations necessary to protect Ultra from claims or potential claims based on, among other things, infringement upon any copyrights or trademarks of third parties relative to all artwork, marketing and advertising content.

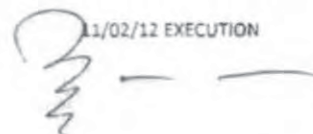
### 13. MERCHANDISE

a. Ultra Products. AMM may obtain vendors for manufacture and production of Ultra-branded merchandise bearing one or more of Ultra's—or its affiliate's—Proprietary Marks ("Ultra Products") only after submitting the quantity, design, specifications and manufacturer/vendor invoice to Ultra for approval. No Ultra Products shall be produced or manufactured without the express written approval of Ultra. Ultra shall, at all relevant times have the absolute right to inspect the manufacturing of Ultra Products and shall also have the right to seize, impound and destroy all counterfeit, unlicensed, authorized or defective merchandise.

c. Sale of Ultra Product; Quality; Counterfeit. Ultra Product shall be sold only by AMM at the applicable Event in a separate tent or facility wherein no other merchandise of any brand shall be available, unless expressly permitted by Ultra.



11/02/12 EXECUTION



CROATIA 2012

d. Counterfeit. AMM shall use best efforts to police and prevent the production and sale of counterfeit merchandise of any kind at the applicable Event.

e. Merchandise, Promotional Materials, Supplies. Ultra shall furnish and deliver to AMM marketing materials such as CDs, DVDs, t-shirts, posters, fact sheets and any other marketing materials. Ultra shall supply a variety of promotional materials, if available, for the marketing kit, which will include television, radio and newspapers ads, posters, direct mail flyers, promotional premium items and other such materials needed to promote and advertise the applicable Event. Ultra shall endeavor to facilitate obtaining licenses and endorsements in order for AMM to use, publish, transmit, copy or reproduce any copyrighted Artist materials for the production and marketing of the applicable Event.

#### 14. UMF TV AFTER MOVIES

a. Media Rights. Ultra retains sole and exclusive rights to record, broadcast, stream over the Internet, telecast, tape, videotape, film, photograph and make use of all Internet rights (now existing or hereinafter created) of each Event, including the right to produce and distribute DVD and/or CD recordings. AMM acknowledges that UMF Films and UMF TV shall be specifically and exclusively commissioned for all filming, videotaping and recording of the Event(s) and all other media needs contemplated by the parties herein. Notwithstanding the foregoing, Ultra shall endeavor to grant the right to AMM to use the intellectual property works created hereunder on a limited, non-exclusive and royalty-free basis for promotional purposes only in accordance with the terms and conditions set forth in Exhibit "F." With respect to the production of Event -after movies, -videos and the like ("UMF Videos"), UMF Films, UMF TV and their respective designees ("UMF TV") shall, prior to undertaking or producing any UMF Videos, present AMM with a production budget. The production budget shall reasonably forecast the costs and expenses associated with the contemplated UMF Video project. AMM shall approve and remit payment to UMF TV respecting production budget upon the presentation of appropriate invoices. AMM shall agree to pay UMF TV no less than 75% of the approved budget within 45 days of the Event and the 25% balance shall be due and payable 30 days following the Event.

b. Clearances. AMM shall obtain and shall be solely responsible for any costs associated with any and all licenses relative to the broadcasting, streaming or recording of the Event, including releases and authorizations necessary to exploit the Work created and to protect the parties from infringement of any copyrights or trademarks of third parties including, without limitation, all necessary licenses from performing rights organizations including BMI, ASCAP and SESAC and their international counter-parts for the licensing of music, sound recordings, compositions, artist releases, model releases, clearance and licenses for all artwork, marketing and advertising content, record label releases and synchronization licenses.

c. Live Streaming, Filming, Photography. AMM shall arrange for and pay to UMF TV, in advance, all reasonable costs associated with the live streaming, filming and photography of the Event including costs associated with engaging the Ultra-approved film crew, equipment rental and other associated costs as designated fees. In the occurrence of a conflict between the terms hereof and the Travel Rider, the Travel Rider shall control.

d. UMF TV Host. AMM shall be responsible for covering any and all costs associated with engaging the services of the Ultra-approved Event host.

e. Use of Proprietary Marks. AMM shall cause the Proprietary Marks to appear on all visual media used by AMM to promote each Event and the Proprietary Marks shall appear strictly as shown in Exhibit



11/02/12 EXECUTION



CROATIA 2012

"A" to this Agreement, which design may be agreed upon at a later date. Ultra retains all approval rights on all trademarks, names, logos, marketing strategies and materials where its branding is utilized.

f. **Marketing Designs and Concepts.** AMM shall submit proposed marketing designs and concepts created to Ultra for approval prior to AMM's use and publication. Ultra shall endeavor to grant approval or decline same within 3 business days after all proper releases and authorizations are obtained. To the extent that AMM develops or creates certain concepts, material or work (collectively the "**Work**") intended to be, or which is actually used for each Event, AMM expressly acknowledges that such Work contributed by AMM is being specially ordered and commissioned by Ultra for use in connection with the applicable Event, and as such, the Work contributed by AMM shall be considered a "work made for hire" as defined by the Copyright Laws of the United States. AMM hereby unconditionally and permanently assigns all intellectual property rights in the Work including, without limitation, all copyrights, trademarks, trade dress, trade secrets and patents which would otherwise be retained by AMM, or which fall outside of the "work-made-for-hire" doctrine under U.S. Copyright law. Ultra shall be the sole and exclusive owner and intellectual property proprietor of all rights and title in and to the results and proceeds of the Work in whatever stage of completion. If for any reason the results and proceeds of the Work are determined at any time not to be a "work made for hire," AMM hereby irrevocably transfers and assigns to Ultra all rights, title and interest therein, including all copyrights, trademarks, trade dress, trade secrets and patents, as well as all renewals and extensions thereto and the right to apply for registration of the copyrights, trademarks and patents for said Work with the U.S. Copyright Office, the United States Patent and Trademark Office and all appropriate Governmental Bodies inside and outside the United States.

#### 15. **WEB PROPERTIES; DOMAIN NAMES**

a. **Event Website.** Ultra shall be responsible for all website design, artwork and English translation of textual content. AMM shall be responsible for any and all costs associated with maintaining and hosting the website, website design, artwork and English translation as provided by Ultra. Ownership of all content and Domain Names and websites used in connection with each Event, and any Domain Names and websites that incorporate any of the Proprietary Marks or any similar marks or names ("**Domain Name(s)**"), shall remain the property of Ultra. Within 15 days of execution of this Agreement, using best efforts, AMM shall take all steps necessary to transfer ownership of the registrations for any such Domain Names to Ultra or Ultra's designated affiliate or related company including, without limitation, the Domain Name [to be determined by Ultra]. All Domain Names should be registered by Ultra or its affiliated or related company, and AMM shall submit proposed Domain Names to Ultra for registration. Within 15 days of receipt of an invoice, Ultra shall reimburse AMM for all Domain Name registration and transfer costs incurred in compliance with this Agreement. Ultra shall reasonably cooperate with AMM and provide the information reasonably necessary for AMM to perform its website maintenance duties hereunder. Ultra retains the right to restrict, suspend or discontinue AMM's access to the website(s) and Domain Names, if necessary, as an additional means of enforcing the terms of this Paragraph 15.a and of any terms relating to AMM's maintenance of the website(s). AMM shall use best efforts to cause the timely upload of online content updates from the time submitted by Ultra to AMM, but in no event shall such upload exceed 3 business days.

b. **Ownership.** AMM hereby unconditionally and permanently assigns to Ultra all intellectual property rights, from their inception, including Domain Names, and the foregoing shall be the sole property of Ultra in perpetuity, free from any claim whatsoever by AMM or any other person or entity. If for any reason the Domain Names are determined at any time not to be the sole property of Ultra,



11/02/12 EXECUTION



CROATIA 2012

AMM hereby irrevocably transfers and assigns to Ultra all rights, title and interest therein.

c. **Assignment.** The Domain Names shall be hereby the sole and exclusive property of Ultra. AMM hereby covenants and irrevocably assigns, transfers and conveys unto Ultra all rights, title and interest in and to the Domain Names.

d. **Right to Alter.** Ultra shall have the sole, exclusive and absolute right to use, make, revise, modify, alter, amend, correct and update the Domain Names without attribution to AMM free of any duty, obligation or liability to AMM and free of all objections, claims, causes of action or demands by AMM who does hereby expressly, voluntarily, knowingly, absolutely and unconditionally waive and release AMM's successors, assigns, designees or nominees from the same.

e. **Relinquishment of Rights.** AMM does hereby expressly and knowingly relinquish and waive any and all right(s) to claim authorship of and in the Domain Names or any portion thereof or any derivative work(s) based thereon.

f. **Cooperation.** AMM shall execute and deliver to Ultra such instruments of transfer and other documents regarding the rights of Ultra in the Domain Names and other works and Ultra may request to carry out the purpose of this Agreement and to perfect Ultra's ownership interests. To that end, AMM hereby appoints Ultra as its attorney-in-fact for purposes of executing any and all documents reasonably necessary to perfect Ultra's ownership interests in the applicable portion of the Domain Names. AMM shall use best efforts to execute all documents and take all action as may be reasonably requested by Ultra to secure, perfect, enforce or otherwise protect Ultra's rights, title and interest in and to the Domain Names, including but not limited to all worldwide copyrights therein.

g. **Weblink.** Ultra shall create a direct link on its website to AMM's web page, if any, for marketing of each Event. Unless otherwise agreed to in writing by the parties, Ultra is responsible for all website design and implementation. Ultra shall be responsible for launching a new website for the applicable Event after Ultra receives all website content from AMM. Ultra shall cause the upload of online content updates once AMM has submitted sufficient evidence that all appropriate and required consents, releases and licenses have been obtained by AMM.

#### 16. ULTRA TRAVEL

a. **Travel Rider and Expenses.** AMM shall be solely responsible for the travel Expenses associated with the periodic travel of Ultra and Ultra's Affiliates to the Territory during the Term of this Agreement. Unless otherwise specified by Ultra, Ultra's standard travel rider, which is attached hereto as Exhibit "E" and which is made apart hereof, shall apply to subparagraph (b) and (c) below. Ultra shall change the travel rider from time to time or upon advance written notification to AMM. In the event of a conflict between the terms of this Agreement and the travel rider, the travel rider shall control (except for issues respecting (i) "travel days," which shall always apply and be included in and/or covered under, the terms of the Travel Rider regardless of whether such application and inclusion are expressly stated therein) and (ii) Ultra's unilateral right to periodically update the Travel Rider upon notification to AMM, including on a bi-annual basis in Ultra's sole and absolute discretion).

b. **Due Diligence Trip(s).** Ultra, its representatives and designees, shall have the right but not the obligation to periodically travel to the Territory during the Term of this Agreement to conduct general due diligence, to meet in-person with AMM and its personnel, to visit venues, to meet with potential sponsors and other local marketing partners and to primarily attend to other Event-related business

 11/02/12 EXECUTION

CROATIA 2012

("Due Diligence Trip(s)"). AMM shall be responsible for all Expenses associated with the Due Diligence Trip(s). If Ultra elects to make a Due Diligence Trip to the Territory, the Due Diligence Trip shall be limited to a duration of not more than 7 days and the terms of the Travel Rider shall apply.

c. Production Trip(s). Ultra, its representatives and designees shall have the right but not the obligation to travel to the Territory to oversee and manage the production of, and to attend, each Event (the "Production Trip(s)"). AMM shall be solely responsible for all Expenses associated with the Production Trip(s), which shall be limited to a duration of not more than 7 days and the terms of the Travel Rider shall apply.

e. Announcements. AMM shall not be allowed to make any public announcement of any Event unless and until Ultra's travel has been confirmed.

f. Travel Visas. AMM shall arrange and pay for all reasonable costs (including all filing, application, agency or expedite fees) associated with obtaining travel visas for Ultra's traveling personnel in a timely manner such that Ultra's traveling personnel can obtain their issued visas no later than 30 days prior to the next upcoming Event or trip for purposes of coordination of such Event.

#### 17. ADDITIONAL BUSINESS VENTURES

b. Exclusivity of Transaction. AMM, by and on behalf of its subsidiaries, affiliates, agents, principals, members, stockholder and employees, agrees that it shall not solicit, initiate, engage in, participate in or in any manner encourage discussions or negotiations with any person or entity (other than Ultra and its representatives) relating to the Proposed Transactions. AMM shall also immediately cease any such activities that may be taking place currently relative to the Proposed Transaction.

c. Ultra's Right of First Refusal; Right of First Offer. Ultra shall, during the Term of this Agreement, have a right of first refusal and a right of first offer respecting any aspect of the Proposed Transactions.

#### 18. INDEMNIFICATION

a. General Indemnification. AMM shall hold harmless, defend and indemnify Ultra, its affiliates, subsidiaries, officers, directors, agents, subcontractors and employees from any and all legal and financial liability or claims relating to property damage or personal injuries, including death, and other claims arising from (i) any breach of any of the terms, conditions, promises or covenants hereunder; (ii)

 11/02/12 EXECUTION



CROATIA 2012

any negligent act or omission; (iii) any failure to collect, remit and file any applicable Taxes to Governmental Bodies; (iii) any trademark or copyright infringement; or (iv) any other claims whatsoever, including unfair competition, deceptive or unfair business practices, false advertising, and other tort claims by AMM, its agents, subcontractors, third parties or employees. With respect to the foregoing indemnification, Ultra shall have its choice of counsel for a defense and shall have complete control over the non-monetary aspects of any settlement of such claims.

b. Indemnification; Tax Claims. AMM shall hold harmless, defend and indemnify Ultra, its affiliates, subsidiaries, officers, directors, principals, agents, authorized agents and employees from any and all legal and financial liability or claims relating to any failure (whether by AMM or Ultra) to collect, remit and file any Taxes with Governmental Bodies. The foregoing indemnification obligation shall indefinitely survive the termination of this Agreement.

c. Indemnification; Infringement Claims. AMM shall hold Ultra and its affiliates harmless as well as defend and indemnify Ultra, its officers, directors, subsidiaries and affiliates from any claim(s) of any kind by any third parties directly or indirectly related or attendant to AMM's performance under this Agreement and to any aspect of each Event including, without limitation, claims for copyright or trademark infringement or relating to the creation or exploitation of the Works or from any claims arising from the Radio Program.


#### 19. LIMITATION OF LIABILITY AND DAMAGES

a. Limitation of Liability. IN NO OCCURRENCE SHALL ULTRA BE LIABLE FOR ANY DAMAGES IN EXCESS OF \$10,000, NOR SHALL ULTRA BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER ARISING UNDER CONTRACT OR TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF THE POSSIBILITY OF SUCH DAMAGES WERE DISCLOSED TO A PARTY OR COULD HAVE BEEN REASONABLY FORESEEN. IN THE OCCURRENCE OF A BREACH OF THIS AGREEMENT, ULTRA SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR LOST PROFITS DAMAGES.

b. Liquidated Damages. With regard to any entitlement of liquidated damages in this Agreement by Ultra, AMM acknowledges and agrees that Ultra shall be entitled to any such rights and damages on grounds that the harm to Ultra arising from AMM's breach shall be difficult to estimate; therefore, the parties agree in advance that the liquidated damages specified shall be reasonable compensation and are not in any way disproportionate to the actual or anticipated damage to Ultra. AMM further agrees not to bring an action or to raise any defenses on grounds that this provision is void, that Ultra's recovery shall be limited only to actual damages or that this provision is otherwise unenforceable. AMM further acknowledges and agrees that all remedies provided for herein shall be cumulative, and the assertion of a particular remedy by Ultra shall not preclude Ultra's right to exercise any other rights or preclude Ultra from seeking any other remedies. This liquidated damages provision shall not be interpreted to limit Ultra's right to collect Additional Promotional Fees hereunder or to exercise any audit rights/any other remedies available under applicable laws.

#### 20. TERMINATION; REMEDIES

a. Material Breaches. The parties agree that the following partial list, shall constitute a material breach hereunder: (a) failure by AMM to select an Event date within a time period agreed to by the parties; (b) failure of the parties to agree to an Artist Fee as a result of some delay or other nonperformance by AMM; (c) failure of AMM to produce one Event per year during the Term; (d)

 11/02/12 EXECUTION

CROATIA 2012

cancellation, in whole or in part, of an Event unrelated to a force majeure occurrence; (e) failure by AMM to achieve ticket sale projections; (f) failure to pay crew invoices as required herein; or (g) any other failure of performance hereunder by AMM.

b. **AMM Remedies.** In the event of a material breach by Ultra, AMM shall notify Ultra of such breach in writing and Ultra shall have 60 days, or any other reasonable time determined by Ultra, in which to cure such breach. In the occurrence that Ultra fails to cure an alleged breach, AMM shall avail itself of any and all legal, but not equitable, remedies. AMM acknowledges and agrees that any remedies entitled to it hereunder shall be remedies at law, not equity.

c. **Ultra Remedies.** In the occurrence of a breach by AMM, Ultra shall notify AMM of such breach and AMM shall have 5 calendar days to cure such breach. If AMM fails to cure the breach hereunder, Ultra shall have the right, without further notice or demand, to avail itself of any and all legal and equitable remedies including, (a) to immediately terminate this Agreement and/or (b) to retain any and all monies remitted to Ultra or any of its subsidiaries or affiliates for any reason, including but not limited to Promotional Fees as liquidated damages (and not as a penalty).

d. **Cross-Default.** Any default by AMM, either hereunder or under any other agreement between and/or among AMM and Ultra, or their respective subsidiaries, affiliates or principals, shall, without further notice or demand, also constitute a default and material breach by AMM hereunder.

e. **Retake Rights.** In the event of a breach hereunder by AMM, AMM hereby automatically assigns all of its rights, title and interest hereunder and under any other agreements, contracts or arrangements respecting the Event(s) to Ultra or Ultra's designee. Ultra may, at its sole and absolute discretion, either (i) assume all benefits hereunder or (ii) reassign to another designee who shall assume all Ultra's rights. AMM hereby irrevocably appoints Ultra as its attorney-in-fact for any purpose, including executing any and all documents reasonably necessary to protect Ultra's interests hereunder. Notwithstanding the foregoing, the parties hereby acknowledge and agree that Ultra shall have no duties or obligations under any other agreements, contracts or arrangements respecting the Event(s) unless such duties and/or obligations are expressly assumed by Ultra, nor shall Ultra be deemed to be an agent of AMM unless or until Ultra expressly assumes such a relationship.

f. **Cumulative Remedies.** The remedies provided for herein shall be cumulative, and the assertion of a particular remedy by Ultra shall not preclude AMM of any other rights or from the seeking of any other remedies.

## 21. GOVERNING LAW

a. **Governing Law; Venue; Forum Non-Conveniens.** This Agreement shall be construed and governed under the laws of the United States, specifically, the State of Florida, notwithstanding conflicts



CROATIA 2012

of law principles or the doctrine of forum non-conveniens. Any legal action arising from this Agreement shall be brought in Miami-Dade County, Florida and AMM hereby consents to the exclusive jurisdiction thereof and agrees not to raise any affirmative or other legal defenses based on lack of personal jurisdiction, inconvenient forum or any conflict of law or similar principle. In the event that a court of competent jurisdiction determines that bond is a necessary prerequisite to the issuance or enforcement of any injunction sought by Ultra, AMM agrees that a bond not exceeding \$1,000 shall be sufficient. The prevailing party in any action for either damages or injunctive relief shall be entitled to an award of attorneys' fees and costs incurred at all pre-litigation, post-litigation, trial and appellate phases.

b. **Personal Jurisdiction.** AMM hereby submits to the jurisdiction set forth above and designates the following individual and/or entity as AMM's duly authorized agent to accept service of process on its behalf, and which entity and/or individual maintains a principal place of business or residence in the State of Florida:

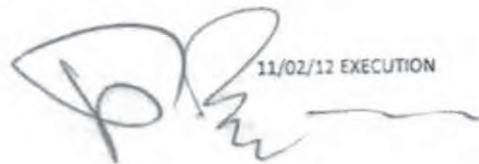
\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

AMM represents and warrants that said designee has accepted said authorization, and AMM agrees that service upon its designated Agent, shall be deemed service upon AMM.

## 22. **NON-COMPETITION**

a. **Non-Competition.** Without limiting any provision of this Agreement, and except to the extent set forth in 22d Paragraph, below, AMM specifically and additionally agrees that during the Term of this Agreement, and for a period of 3 years after its expiration or termination by any party and for any reason, it shall not, without Ultra's prior approval (and which approval may be withheld, delayed, or conditioned), directly or indirectly sponsor, promote, produce, host, co-sponsor, co-promote, co-produce or co-host any electronic music events affiliated with the following brands or promoters, which list may be supplemented from time to time by Ultra in its sole and absolute discretion:

Except as otherwise specified herein, AMM further agrees, without Ultra's prior approval, which approval may be withheld, delayed or conditioned, not to directly or indirectly create any new electronic music club shows, trade names, trademarks, logos, corporate identity(ies) or events to be used, promoted or held in the Territory during the Term of this Agreement, except as specified herein.

 11/02/12 EXECUTION

CROATIA 2012

- b. **Discontinuation of Current Festivals.** AMM shall, as of the Effective Date, discontinue, whether directly or indirectly, the production, promotion or sponsorship of the RIVAL DISCOTHEQUE festival and the BIG BEACH festival.
- c. **Rebranding of Umagination Festival.** AMM shall, as of the Effective Date, discontinue production of the UMAGINATION FESTIVAL, and shall rebrand same as either a ROAD TO ULTRA branded Event or another similarly branded Event as determined by Ultra.
- d. **Exceptions.** Ultra acknowledges and agrees that, notwithstanding the provisions of Paragraph 22a, the provision of food and beverage services by AsilPro Ltd., to ZAGREB ARENA relative to the SENSATION and HIDEOUT music festivals, shall not constitute a breach of this Section 22.
- e. **Acknowledgements.** AMM acknowledges and agrees that the covenants and all restrictions, guidelines and rules described in this Section 22 are reasonably limited in time, scope and geography and are reasonably necessary to protect legitimate business interests of Ultra including maintenance of, control over and protection of the goodwill associated with the Proprietary Marks and Ultra's other intellectual property, brands, corporate image and business reputation.

### 23. **CONFIDENTIALITY, NON-DISCLOSURE AND NON-DISPARAGEMENT**

- a. **Confidentiality/Non-Disclosure.** During the Term of this Agreement, AMM shall acquire knowledge of confidential information including Ultra's trade secrets, strategies, promotional techniques, Artist, vendor or sponsor contact information, terms of agreements with Artists, vendors or sponsors, passwords and future plans. AMM agrees not to disclose such confidential information during the Term of this Agreement, and specified time thereafter, in accordance with the terms of the Non-Disclosure Agreement executed by AMM and which is attached hereto as Exhibit "C" and which is otherwise incorporated herein by reference.
- b. **Non-Disparagement.** AMM shall not, during the Term of this Agreement, and for a period of 5 years following the termination or expiration hereof, directly or indirectly (or in any capacity or manner) make, express, transmit, speak, write, verbalize or otherwise communicate in any way or cause, assist, encourage or participate in any of the foregoing, any remark, comment, message, information, declaration or communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise that might be reasonably construed to be derogatory, negative or critical of Ultra, its affiliates, subsidiaries, officers, directors, employees, agents, subcontractors or representatives. AMM acknowledges that Ultra's brand is of the highest quality and respect in the industry and agrees to uphold, using best efforts, that image and quality when performing its obligations under this Agreement.

### 24. **FORCE MAJEURE**

- a. **Force Majeure Occurrence.** Upon the occurrence of a Force Majeure Event, provisions of this Paragraph apply only to an affected Event in the occurrence by governmental actions, an act of God, war conditions, civil tumult, terrorism, governmental travel restrictions, recommendations or warnings, epidemic, transportation strike or interruption, state or national emergency, fire or other circumstance not under the control of either party ("Force Majeure"). In the instance of a Force Majeure occurrence, any advance deposits on ticket sales royalties paid to Ultra by AMM relative to the applicable Event, shall be returned (on a pro-rata share thereof, as the case may be, if the applicable Event consists of multiple dates) to AMM upon cancellation of such Event, provided only that AMM is refunding ticket



CROATIA 2012

sales to purchasers instead of honoring the ticket at a rescheduled future Event(s). In no occurrence shall the Promotional Fee be refunded. Rather, Ultra shall reserve the right to apply such Promotional Fee to a future Event.

b. Cancellation; Non-Force Majeure Events. In the event of an Event postponement or cancellation, the terms of Paragraph 11.o (Refund Program) shall apply.

## 25. MISCELLANEOUS

a. Amendment. This Agreement shall not be amended or modified in any way, except by a written instrument duly executed by the parties.

b. English; Foreign Language Translation. This Agreement shall be executed in English. If, however, this Agreement is required to be translated into a language other than English pursuant to applicable laws of the Territory, the English version shall control in the occurrence of a conflict between the English and non-English versions and AMM shall be solely responsible for the translation costs and Expenses.

c. Integration. This Agreement sets forth the entire Agreement regarding the Event(s) and respecting the substance of this Agreement and supersedes all prior negotiations, understanding and agreements.

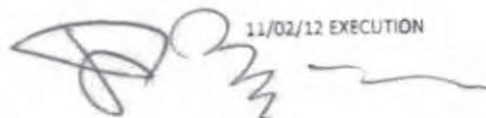
d. Counterparts. This Agreement may be executed in counterparts, including via electronic and digital signature and shall be delivered in-person, via fax or e-mail and each such executed facsimile or scanned copies shall be valid and fully enforceable and shall be treated with the same legal affect as a fully executed original.

e. Exhibit; Schedules. This Agreement, together with all attachments, including schedules, exhibits and riders, constitutes the entire Agreement between the parties with respect to the subject matter hereof.

f. Assignment; Delegation. AMM shall not assign any of its rights, title or interest herein nor shall AMM delegate its obligations under this Agreement in whole or in part, without the express written consent of Ultra and such consent may be withheld, delayed or conditioned at the sole discretion of Ultra. Any stock or asset sale, transfer or pledge that exceeds 20% of AMM's total issued shares shall constitute an assignment hereunder. Any attempts by AMM to assign rights or delegate duties hereunder in contravention of the terms of this provision shall be void.

g. Binding Effect. This Agreement shall bind and inure to the benefit of the successors and assigns of AMM.

h. Notices. All notices required hereunder shall be provided by certified mail, overnight courier or other means which provides for evidence of receipt, to the parties at their respective addresses set forth above, with an additional copy to each intended recipient to be sent by e-mail, with a copy of any notice to Ultra to be sent to:

 11/02/12 EXECUTION

CROATIA 2012

Attn: General Counsel  
WORLDWIDE EVENT ENTERTAINMENT GROUP, INC.  
1000 NW 14th Street  
Miami, FL 33136

- i. **Applicable Laws; Assurances.** AMM, its officers, directors, agents, employees and representatives shall at all times comply with all applicable laws, rules and regulations when performing its obligations hereunder. Each party agrees to execute, deliver and file any document or instrument necessary or advisable to realize the purposes of this Agreement.
- j. **Books; Records.** AMM shall maintain complete and accurate records of the Events including the number of attendees, tickets sold, revenue received, tickets not sold, passes honored, Taxes collected with respect to such sales, bank statements, deposit records, ledgers, travel expenses, tax returns and receipts which shall be in the form designated by Ultra for a period of 2 years following the applicable Event. AMM shall furnish to Ultra a copy of the records and/or reports upon Ultra's request.
- k. **Audit Rights.** Ultra shall have the right upon 10 days notice to AMM, to audit, review, examine and reproduce the books and records relating to the Events. If any such audit, review or examination reveals that gross revenue, sponsorship fees, gross ticket sales, Ultra Product fees, or any other fees, Royalties or commission owed to Ultra pursuant to the terms of this Agreement have been understated in any report to Ultra, AMM shall (i) immediately pay to Ultra threefold the amounts herein upon demand, in addition to interest from the date such amount was first due until paid, at the rate of 1.5% per month; and (ii) reimburse Ultra for any and all costs and expenses connected with such audit, review or examination (including, without limitation, reasonable accounting and attorneys' fees).
- l. **Waiver.** Failure by Ultra to enforce any of the provisions of this Agreement or any rights with respect hereto, or to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of the applicable provision or Agreement nor shall such failure to enforce prejudice Ultra from later enforcing or exercising the same or any other provisions, rights or elections under this Agreement.
- m. **Status.** The relationship between the parties shall not be subject to regulation by any Governmental Body or Governmental Authority.
- n. **Independent Contractor.** AMM shall be an independent contractor of Ultra, and as such, shall have no authority to bind or commit Ultra, any Ultra Affiliate or any principal of Ultra. AMM acknowledges and agrees that nothing herein shall be deemed or construed to create a joint venture, partnership, agency, franchise or employer/employee relationship for any purpose.
- o. **Consent.** Any consents, authorizations or approvals required by Ultra hereunder may be withheld, delayed or conditioned in the absolute discretion of Ultra. If Ultra fails to provide its written consent, authorizations or approval within a timeframe specified herein, such consent shall be deemed denied.
- p. **Paragraph Headlines.** The captions and paragraph headlines in this Agreement are solely for convenience and reference. They do not define, describe, extend or limit the scope or intent of this Agreement or any of its provisions.
- q. **Survival.** Paragraphs 8.f (Taxes; Banking), 11.e (Audit), 11.m (Third-Party Beneficiaries), 11.o

 11/02/12 EXECUTION




CROATIA 2012

(Refunding), 13.b (Ultra Product Fees/Royalty), 14.a (Media Rights), 15 (Domain Names), Section 17 (Indemnification), Section 19 (Limitation of Liability and Damages), Paragraph 20.a (Material Breaches), Paragraph 20.b (AMM Remedies), Paragraph 20.e (Retake Rights), Paragraph 20.f (Cumulative Remedies), Section 21 (Governing Law), Section 22 (Non-Competition), Section 23 (Confidentiality, Non-Disclosure and Non-Disparagement), Section 24 (Force Majeure) and Section 25 (Miscellaneous) shall indefinitely survive the early termination or expiration of this Agreement unless otherwise specified herein.

r. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the unenforceable provision shall not affect the otherwise valid terms or provisions or the whole of this Agreement. The applicable terms or provisions shall be deemed modified to the extent necessary to render such provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth herein.

s. **Personal Guarantee.** AMM shall cause its principals, members and directors, namely, **MPG SOUTHEAST EUROPE, LTD.**, **ASIIPRO, LTD.**, and **COLLEGIUM MONDIAL TRAVEL LTD.**, to guarantee in a separate written instrument, the performance of AMM, its successors and assigns respecting the full, prompt and complete performance of AMM and all of its obligations under this Agreement, including all monetary obligations, whether arising before or after termination of this Agreement in a form acceptable to Ultra and which guarantee shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit or variation of any of the terms of this Agreement.

[SIGNATURES TO FOLLOW ON NEXT FOLLOWING PAGE]

 11/02/12 EXECUTION

CROATIA 2012

IN WITNESS WHEREOF, the parties execute this Agreement intending to be bound thereby.

AMM:

ADRIA MM PRODUCTIONS LTD

By:

Print Name: Josip Z. Basic

Title: Director

Witness:

Print Name:

Address:

Witness:

Print Name:

Address:

AMM:

ADRIA MM PRODUCTIONS LTD

By:

Print Name: Nikola Busljeta

Title:

Witness:

Print Name:

Address:

Witness:

Print Name:

Address:

ULTRA:

WORLDWIDE ENTERTAINMENT GROUP, INC.

By:

Print Name: Russell C. Faibisch

Title: President

Witness:

Print Name:

Address:

Witness:

Print Name:

Address:



Handwritten signature of Russell C. Faibisch over a horizontal line. Below the signature is the handwritten name "Joam Rubinstein" and the address "133 NE 2ND AVE 3601 miami, FL 33132".



Handwritten signature over a horizontal line, with the date "11/02/12 EXECUTION" written below it.

Exhibit A

PROPRIETARY MARKS



*[Handwritten signature]*

Exhibit 3

TICKETING REPORT

A handwritten signature in blue ink, consisting of a stylized 'D' with a vertical line through it and a small loop at the bottom.



Exhibit C

**CONFIDENTIALITY, NONSOLICITATION AND NONDISCLOSURE AGREEMENT**

This **CONFIDENTIALITY, NONSOLICITATION AND NONDISCLOSURE AGREEMENT** ("Agreement") is made effective as of the date set forth below by and among UMF PRODUCTIONS, Inc. on behalf of itself, its subsidiaries and affiliates, now existing or hereinafter created (hereinafter collectively "Company") MPG LTD., with principal offices located at Banjavciceva 22, 10 000 Zagreb, Croatia (collectively "Contractor"). The parties agree as follows:

1. **CONSIDERATION.** Contractor agrees to the terms and conditions set forth in this Agreement as a condition of and in consideration of their continued business relationship and the receipt of the compensation now and hereafter paid or exchanged to Contractor by Company.

2. **TRADE SECRETS AND CONFIDENTIAL INFORMATION.** Contractor acknowledges and agrees that Company is engaged in the highly competitive music festival business, namely the production and promotion of outdoor music festivals and related events, including in the State of Florida and certain international markets. Company's involvement in the music festival business has required and continues to require the expenditure of substantial amounts of time, money and resources and the use of skills, knowledge, and expertise developed over an extended period of time. As a result, Company has developed and will continue to develop certain valuable Trade Secrets and Confidential Information that are unique and valuable to, and the essence of, Company's business, and the disclosure of which to others by Contractor would cause Company great and irreparable harm. Such Trade Secrets and Confidential Information have and will continue to be disclosed by Company to Contractor during their business relationship.

(a) **"Confidential Information"** means Company's data, materials, information and documentation (whether in tangible or intangible form, including Confidential Information memorized by Contractor), which is valuable to Company and not generally known to the public or its competitors, including: (1) financial information, such as earnings, profitability, assets, debts, prices, fee structures, expenses, budgets (historical and projected), volumes of purchases or sales (historical and projected), or other financial data, whether relating to Company generally, or to particular products, services, geographic areas, or time periods; (2) production, promotion, license, supply, vendor, and service information, such as information concerning the goods and services utilized or purchased by Company, the names and addresses of Company's producers, promoters, licensees or sub-licensees, suppliers and vendors, the terms of contracts with such promoters, producers, licensees, sub-licensees, suppliers or vendors, or of particular transactions, or related information about prospective promoters, producers, licensees, suppliers and vendors that yield advantages to Company if the details of such relationships or associations are not generally known; (3) marketing and advertising information, including details about ongoing or proposed branding, marketing or advertising programs, strategies, or agreements by or on behalf of Company, marketing forecasts, results of marketing efforts or information about impending music festivals, merchandising, projects or other related transactions; (4) customers, service providers, licensees, clients, joint venture or marketing partners or entities with whom Company has a strategic alliance (hereinafter collectively "Customer") information, including sales, service information, pricing, royalty or commission models and information for Customers, as well as, any compilations of existing Customers, Customer proposals or agreements between Customers and Company; (5) business plans and strategies, business models, brand development, licensing arrangements, sales forecasts and strategies, and similar business information; (6) non-public information regarding pending or threatened litigation, claims or disputes and Company's litigation strategies respecting same; and (7) artist or perspective artist information to the extent that such information is not generally known to the public. Confidential Information shall also mean any information, documentation or material deemed to be Confidential Information by Company.





(b) "Trade Secrets" means Confidential Information that meets the requirements of applicable trade secret law, including any information, such as formulas, patterns, compilations, programs, devices, methods, techniques or processes that derive economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and all other information that Company undertakes to keep secret or determines to be a trade secret.

3. **NONDISCLOSURE OF TRADE SECRETS AND CONFIDENTIAL INFORMATION.** Contractor acknowledges that during their business relationship with Company, Company has and will continue to make available to Contractor certain Confidential Information and Trade Secrets to enable Contractor to adequately perform their duties. During the business relationship, Contractor agrees to use such Confidential Information and Trade Secrets solely for Company's benefit, and Contractor shall not disclose, furnish, transmit, send, or disseminate Confidential Information and Trade Secrets to any person or entity other than those within Company's organization (on a need to know basis) or as expressly authorized by Company. Contractor agrees that he will not, so long as the pertinent information or documentation remain Trade Secrets, directly or indirectly use, disclose, furnish, transmit, send or disseminate to any other person, organization or entity, or otherwise employ, any Trade Secrets in contravention of this Agreement. Contractor further agrees that he will not, during the business relationship with Company and for a period in perpetuity after the termination of such business relationship (whether voluntarily or involuntarily, with or without cause, or with or without prior notice), otherwise directly or indirectly use, disclose, furnish, transmit, send, or disseminate to any other person, organization or entity, or otherwise employ, any Confidential Information. Contractor acknowledges that Company has received and in the future will receive from third parties certain confidential or proprietary information and trade secrets subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for specified limited purposes. Contractor agrees to hold all such confidential or proprietary information and trade secrets in the strictest confidence and not to disclose it or use it except as necessary for the performance of their duties consistent with Company's agreement with such third party. Contractor agrees that he will not, during the business relationship with Company, improperly use or disclose any confidential information or trade secrets of any other party, including a former employer.

4. **RETURN OF PROPERTY.** Contractor agrees that upon the termination of the business relationship with Company (whether voluntarily or involuntarily, with or without cause, or with or without prior notice), Contractor will return to Company: (a) all equipment, products, laptops, cellular or mobile telephones/PDAs, credit or charge cards, and all other property belonging to Company; (b) all documents and other materials, whether in electronic, hardcopy or physical form, and whether made or compiled by Contractor alone or with others or made available to Contractor while performing services for Company pertaining to Trade Secrets, Confidential Information, or other inventions and works of Company; and (c) all Trade Secrets, Confidential Information, other inventions, or any other property of Company in Contractor's possession, custody, or control.

5. **NONSOLICITATION.** Contractor agrees that during their business relationship with Company and for three (3) years following the termination of such relationship – whether voluntarily or involuntarily, with or without prior notice, and with or without cause – they will not, on their behalf or on behalf of any other person or entity, solicit, divert, or hire away, or attempt to solicit, divert, or hire away, any person employed by Company with whom Contractor had material contact during Contractor's business relationship with Company. Contractor acknowledges that the time limits set forth in this Paragraph 5 are reasonable, and that the enforcement of this provision would not create an undue burden on Contractor.



6. **SEVERABILITY.** Contractor acknowledges and agrees that the covenants set forth in this Agreement are necessary and fair for the protection of Company's Confidential Information and Trade Secrets, business relationships, and goodwill. If any provision, restriction, or paragraph in this Agreement is determined to be in violation of any law, rule, or regulation or otherwise unenforceable, such determination shall not affect the validity of any other provision, restriction, or paragraph of this Agreement, but such other provisions, restrictions, or paragraphs shall remain in full force and effect. Each provision, restriction, or paragraph of this Agreement is severable from every other provision, restriction, or paragraph and constitutes a separate and distinct covenant. If a court should decline to enforce any covenant in this Agreement, each party agrees to modification of the terms hereof by the court to the extent necessary to make such covenant reasonable and otherwise enforceable.

7. **INJUNCTIVE AND OTHER RELIEF.** Contractor understands, acknowledges, and agrees that in the event of a breach or threatened breach of any of the covenants and promises contained in this Agreement, Company shall suffer irreparable injury for which there is no adequate remedy at law, and Company will therefore be entitled to injunctive relief from any court of competent jurisdiction enjoining said breach or threatened breach. Contractor further acknowledges that Company also shall have the right to seek a remedy at law, as well as, or in lieu thereof, equitable relief including specific performance, preliminary and permanent injunctive relief, without bond, to enforce any term of this Agreement. In the event that a court of competent jurisdiction determines that bond is a necessary prerequisite to the issuance or enforcement of any injunction sought by Company, Contractor agrees that a bond not exceeding \$1,000 shall be a sufficient. The prevailing party in any action for either damages or injunctive relief shall be entitled to an award of attorneys' fees and costs incurred at all pre-litigation, post-litigation, trial and appellate phases.

8. In the event a court of competent jurisdiction finds a violation by Contractor of any of the provisions of Paragraphs 3 and 5, the restricted period set forth in such sections shall be tolled from the date of the violation until such violation is cured.

9. **WAIVER OF BREACH.** Company's waiver of a breach of any provision of this Agreement by Contractor does not waive any subsequent breach by Contractor, nor does Contractor's failure to take action against any other independent contractors or employee for similar breaches operate as a waiver by Company of a breach.

10. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement supersedes any and all prior understandings and agreements between the parties concerning the subject matter of this Agreement. This Agreement may not be altered or amended except in writing, signed by Contractor and an authorized officer of Company. Any subsequent change or changes in Contractor's duties, salary, or other compensation will not affect the validity or scope of this Agreement.

11. **OPPORTUNITY TO REVIEW.** Contractor acknowledges that Contractor has had sufficient opportunity to review this Agreement, has consulted with an attorney if so desired, and understands the terms and conditions of this Agreement. Contractor further acknowledges that Contractor's execution of this Agreement is voluntary.



**12. CHOICE OF LAW AND CHOICE OF FORUM.** Contractor agrees that he conducts business involving Company in Florida and that his work is based in Florida. Therefore, the parties agree that this Agreement is to be governed by and construed under the laws of the State of Florida without regard to conflict of laws principles. The obligations set forth in this Agreement are in addition to the obligations imposed by the Uniform Trade Secrets Act and any other applicable federal or state statutes. The parties further agree that any claim or controversy arising out of this Agreement, related to this Agreement, or seeking to construe or interpret this Agreement, shall be filed exclusively and only in either the U.S. District Court for the Southern District of Florida or the Eleventh Judicial Circuit in and for Miami-Dade County, Miami, Florida. Contractor hereby consents to personal jurisdiction and venue in either of those courts.

**13. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of: (a) Company and its affiliates, and its and their successors and assigns, including but not limited to any company into which Company or its affiliates may be merged or by which it or they or all or any substantial portion of its or their assets or business may be acquired; and (b) Contractor and their heirs, legal representatives, executors, agents, beneficiaries, administrators, successors, and assigns. Such affiliates, successors, and assigns are expressly authorized to enforce the terms of this Agreement.

**IN WITNESS WHEREOF,** the parties have executed this Agreement and intend it to be effective upon execution by both parties.

**CONTRACTOR**  
**MPG LTD**

By: 


  
Josip Basic,  
Managing Director Founder & Owner  
Date: August 28, 20124





Exhibit D

TECHNICAL RIDER

A handwritten signature in blue ink, consisting of a stylized 'L' shape with a loop and a horizontal stroke.

A handwritten signature in blue ink, consisting of a stylized, cursive letter 'P' or 'B' with a loop at the bottom.

B

A handwritten signature or set of initials in blue ink, located in the bottom right corner of the page. The mark is stylized, with a large 'R' and a smaller 'B' or similar character.



Exhibit E

TRAVEL RIDER

TERMS AND CONDITIONS

(1) Payment. Licensor's traveling personnel shall be paid their travel Expenses hereunder and per diem amounts in full in advance of travel and in accordance with this applicable Annual Travel Rider. All payments shall be made through [TO BE DETERMINED BY LICENSOR] with back-up documentation such as a registered contract together with any applicable rider or addendum. Bank receipts for any Taxes withheld from per diem and compensation payments shall be promptly provided to Licensor.

(2) Due Dates. Licensee shall make all payments in full compensation for services performed by Licensor's personnel, no later than 14 days prior to each applicable Event.

(3) Post Event Balances. Any remaining balances for any additional services, charges, per diem or accommodations shall be paid by Licensee no later than 5 days after invoice by Licensor, but in no event later than the opening of the applicable Event.

(4) Lodging. Licensee shall provide lodging for all Licensor's traveling personnel at a hotel approved by Licensor. Accommodations shall, at a minimum, include in-room, high-speed, wireless Internet access and all Taxes as well as all ground transportation.

(5) Air Travel. Licensor shall be entitled to select all airlines, flights, and dates of travel in its sole discretion. Licensee shall timely purchase airline tickets with airline, flight and class of service designated, subject to availability, by Licensor in accordance with Licensor's Travel Rider.

(6) Ground Transportation. Ground transportation shall be provided by Licensee with late model vehicles, insured by Licensee or its designee and approved by Licensor.

(7) Conflicts. In the event of a conflict between the terms of the Agreement and this Travel Rider, the Travel Rider shall control.



## Exhibit F

## MEDIA RIGHTS

## TERMS AND CONDITIONS

1. **Defined Terms.** Those defined terms used herein shall have the meaning ascribed to them in the License Agreement.

2. **Clearances.** AMM represents and warrants that it shall be solely responsible for obtaining all necessary rights, clearances, licenses, authorizations, title and interest necessary to exploit the UMF Videos as contemplated in the Agreement, including (a) crowd releases; (b) name, image and likeness releases; (c) publishing and master recording licenses, including from local or regional artists, necessary to exploit the UMF Videos in the manner contemplated herein, including to stream the UMF Videos live and to rebroadcast the footage (collectively the "Clearances").

3. **Work Made For Hire.** Ultra shall be the sole and absolute owner of any and all content produced relative to the Event(s) as well as any additional content delivered by Ultra to AMM relative to the Event(s).

a. **Ownership.** AMM hereby unconditionally and permanently assigns to Ultra all intellectual property rights in and to, the Footage created from inception hereunder, and to any other applicable aspects of the UMF Videos, including the webisodes, outtakes, footage and live event content and any and all respective duplications thereof in whatever form, together with the performances embodied thereon, and the UMF Videos shall be the sole property of Ultra in perpetuity, free from any claim whatsoever by AMM or any other person including, without limitation, all copyrights, trademarks, trade dress and trade secrets which would otherwise be retained by AMM or which falls outside the "work-made-for-hire" doctrine under U.S. Copyright law. If for any reason the results and proceeds of the applicable portion of the UMF Videos, including webisodes, footage, outtakes and live event content are determined at any time not to be a "work made for hire," AMM hereby irrevocably transfers and assigns to Ultra all rights, title and interests therein, including all copyrights, trademarks, trade dress, trade secrets in and to the applicable portions of the UMF Videos, including webisodes, footage, outtakes and live event content as well as, all renewals and extensions thereto, and the right to apply for registration(s) of the copyrights, trademarks and patents for said UMF Videos, including the webisodes, footage, outtakes and live event content with the U.S. Copyright Office, the United States Patent and Trademark Office and all appropriate governmental bodies inside and outside the United States.

b. **Assignment.** AMM acknowledges and agrees

that the UMF Videos, including webisodes, footage, outtakes and live event content and all United States and foreign copyrights therein and any material object(s) embodied therein are and shall be the sole and exclusive property of Ultra, its successors, assigns, designees or nominees and AMM hereby covenants and irrevocably sells, assigns, transfers and conveys unto Ultra, its successors, assigns, designees, or nominees all rights, title and interests in and to the application portions of the UMF Videos, including webisodes, footage, outtakes and live event content, including all worldwide copyrights therein together with all rights, title and interests therein.

c. **Right to Register.** AMM acknowledges and agrees that Ultra, its successors, assigns, designee or nominees, shall have the sole, absolute and exclusive right to secure, register in its name or in the name of its successors, assigns, designees or nominees or otherwise perfect all claim(s) to copyright(s) in and to the applicable portions of the UMF Videos, including webisodes, footage, outtakes and live event content and the material objects therein in the United States and throughout the world in Ultra's name or in the name of Ultra's nominee(s). Ultra shall have the exclusive and absolute right to copyright any and all of the UMF Videos, including webisodes, footage, outtakes and live event content in Ultra's name as the owner and author thereof (or in the name of Ultra's successors, assigns, designees, or nominees) to, among other things, secure any and all renewals and extensions of such copyright(s) throughout the world.

d. **Right To Use.** AMM acknowledges and agrees that Ultra, its successors, assigns, designees or nominees shall have the absolute and exclusive right to use, license, transfer or otherwise dispose of the UMF Videos, including webisodes, footage, outtakes and live event content, all copyrights therein and said material object(s) or copies of same and derivative works based thereon throughout the world in any manner whatsoever without notifying, consulting or accounting to AMM.

e. **Promotional License.** Ultra hereby grants to AMM a royalty-free, non-exclusive and promotional use license to solely promote the Event(s) (the "Promotional License") in the manner contemplated and expressly set forth herein. Unless otherwise specified by Ultra, the Promotional License shall be limited in territory to those countries, regions, states or cities specified in Exhibit H or in such other manner or territory as determined by Ultra. The Promotional License shall be limited to a term of \_\_\_\_\_ year(s) which shall



commence on \_\_\_\_\_ and shall conclude on \_\_\_\_\_ (if left blank, the duration shall expire 90 days following the Effective Date). AMM shall only use licensed content that has been expressly approved by Ultra prior to AMM's use of said content. AMM acknowledges and agrees that Ultra shall approve of the use of any content publicized by AMM to promote the Event(s) and Ultra shall be the exclusive editor of said content.

f. No Monetization. Unless otherwise expressly approved by Ultra, AMM shall not exploit the UMF Videos in such a way that will generate revenue, either directly or indirectly.

g. Right to Publish. AMM acknowledges and agrees that Ultra, and any of its subsidiaries, affiliates, licensees or designees shall have, and may grant to others, the right to reproduce, print, publish or disseminate in any medium (1) AMM's name, (2) the names, portraits, pictures and likenesses of any person(s) furnished or selected by Ultra and performing Services in connection with the webisodes (including, without limitation, all professional, group, and other assumed or fictitious names used by them), and (3) biographical material concerning them as news or information, for the purposes of trade or for advertising purposes.

h. Right to Alter. AMM acknowledges and agrees that Ultra, its successors, assigns, designees or nominees, shall have the sole and exclusive right at its discretion to make or have made, revisions, modifications, alterations, amendments, corrections, updates, expansions, condensations, transformations, transpositions, arrangements, sound recordings, scores, additions to, deletions from or other changes to or derivative works based on the relevant portion of the UMF Videos including webisodes, footage, cuttakes and live event content or any portion thereof in any way Ultra may see fit or deem necessary, with or without attribution to AMM and Ultra shall have the right to distribute copies thereto free of any duty, obligation or liability to AMM for payment of any royalties or additional forms of compensation and free of all objections, claims, causes of action or demands by AMM who does hereby expressly, voluntarily, knowingly, absolutely and unconditionally waive and release Ultra as well as its successors, assigns, designees or nominees from same.

i. No Moral Rights. AMM hereby acknowledges and agrees that it shall have no so-called moral rights in the UMF Videos, any portion thereof or any derivative work(s) based thereon.

j. Relinquishment of Rights. AMM hereby expressly and knowingly relinquishes and waives any and all right(s) to claim authorship of and in the UMF Videos and any portion thereof or any derivative work(s) based thereon.

k. Cooperation. AMM shall execute and deliver to Ultra such instruments of transfer and other documents regarding the rights of Ultra in the UMF Videos as Ultra may

reasonably request to carry out the purposes of this Agreement and to perfect Ultra's ownership interests in and to the relevant portions of the UMF Videos. To that end, AMM hereby appoints Ultra as its attorney-in-fact for purposes of executing any and all documents reasonably necessary to perfect Ultra's ownership interests in the applicable portion of the UMF Videos being created herein and in accordance with the terms expressly stated or contemplated herein. Ultra shall have the unlimited right to exploit the UMF Videos for all purposes by any means now or hereafter developed, and in any form or media whatsoever, under any trademarks, tradenames and labels with no additional compensation payable to AMM. AMM shall use best efforts to execute all documents and take all actions as may be reasonably requested by Ultra to secure, perfect, enforce or otherwise protect Ultra's rights, title and interests in and to said material object(s) and the UMF Videos, including but not limited to all worldwide copyrights therein.

4. Conflict. In the event of a conflict between the terms of the Agreement and these Media Rights: Terms and Conditions, these Media Rights: Terms and Conditions shall control.

5. Limitation of Liability. AMM acknowledges and agrees that Ultra, its subsidiaries, affiliates, principals, employees and authorized agents shall have no liability to any affiliate of AMM or to any other person for consequential, special, or punitive damages, or any other type of special damages. AMM acknowledges that Ultra shall not be liable to it for any failure to exploit the UMF Videos in whole or in part for any reason, including force majeure events.

6. Indemnification. AMM shall defend, indemnify and hold Ultra, its subsidiaries, affiliates, parents and authorized agents (the "Ultra Indemnitees") harmless for any losses, judgments, damages or claims sustained by Ultra Indemnitees.

7. Insurance. AMM shall procure and maintain General Liability and Errors and Omissions insurance, which covers general commercial liability as well as production and exploitation of the film with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. Ultra, its subsidiaries, affiliates, principals, employees and authorized agents shall be named as an additional insured on AMM's insurance. AMM shall provide proof of insurance upon request by Ultra.



Exhibit 6**REFUND PROGRAM REQUIREMENTS**

1. **Refund Program.** AMM shall develop, maintain, administer and implement, at AMM's sole cost and expense, a comprehensive Refund Program that shall be subject to the approval of Ultra and which shall be compliant with Applicable Laws. Ultra shall have the right to require changes to the Refund Program from time to time during the Term of this Agreement.
2. **24-Hour Implementation.** AMM shall, within 24-hours of an Event cancellation, implement the approved Refund Program in accordance with Applicable Laws and Ultra guidelines. The Refund Program shall correspondingly require all ticketing companies, banks, settlement agents, merchant intermediaries, facilitators, independent ticket sellers, where applicable, to implement AMM's refund policy within 24 hours of notification of an Event cancellation by either AMM or Ultra.
3. **Ticket Sellers.** AMM shall provide to Ultra and shall maintain an updated list of, and contact information for, all ticket companies and outlets relative to the Event. AMM shall provide Ultra with copies of all executed ticketing agreements, if available and shall have a continuing obligation to provide Ultra with all amendments to such ticketing agreements and shall also maintain updated lists of independent ticket sellers, if any. In cases where written agreements do not exist, AMM shall provide Ultra with a written description of the terms of the applicable ticketing arrangement.
4. **Refunding.** AMM shall provide to Ultra, written refund policies—in English and in the native language of the Territory—specifically addressing the procedures for each payment method accepted including cash, credit cards, bank transfers, gift cards and other forms of tender. The Refund Program shall, subject to the applicable ticketholder terms and conditions, provide for the automatic refunds to ticket holders as follows: (a) credit card purchasers shall be entitled to automatic refunds, credits, chargebacks, or charge reversals and other dispute resolution remedies upon the cancellation of an Event; (b) cash purchasers shall be entitled to obtain refunds from their original points of sale; and (c) bank and wire transfer customers shall be entitled to automatic refunds, credits, chargeback equivalents, payment or wire reversals and other dispute resolution remedies.
5. **Notifications.** AMM shall publish and distribute AMM's refund procedures in the form and medium specified by Ultra including on applicable Event websites. Ultra shall have the right to approve all public notifications including notifications on AMM's website and its social media outlets. All refund notifications shall include detailed step-by-step instructions on how to obtain a refund and the estimated timeframe for such refunds.
6. **Time frame.** Unless otherwise permitted by Applicable Laws, all refund requests shall be processed within 14 days.
7. **Customer Services.** Within 24 hours of an Event cancellation, AMM shall set up and maintain a customer service program to assist ticket holders and to manage ticketholder refunding inquiries. The customer service program shall include telephone numbers and e-mails. All telephone numbers shall be toll-free.



Exhibit H

TERRITORY OF EUROPE

A handwritten signature or set of initials, possibly reading 'JB', written in black ink.

## FIRST AMENDMENT TO TRADEMARK LICENSE AGREEMENT

This **FIRST AMENDMENT TO TRADEMARK LICENSE AGREEMENT** ("**First Amendment**") is made and entered into this 5th day of December, 2013 (the "**Amendment Effective Date**") by and among **WORLDWIDE ENTERTAINMENT GROUP, INC.**, a Florida corporation with principal offices located at 1000 NW 14th Street, Miami, Florida 33136, USA, hereinafter referred to as "**Licensor**," and **ADRIA MM PRODUCTIONS, LTD.**, with principal offices located at Banjavciceva 22 10 000 Zagreb, Croatia (hereinafter jointly, severally, and collectively "**Licensee**").

## RECITALS

**WHEREAS**, the parties entered into that certain Trademark License Agreement dated November 2, 2012 (the "**Agreement**") and now desire to change certain terms and conditions as set forth herein; and

**NOW THEREFORE**, in exchange for all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and Licensor agree as follows:

## AMENDMENT

**1. DEFINITIONS.** All capitalized terms used herein, but not defined, shall have the meanings ascribed to them in the Agreement.

a. "**Event(s)**." Shall collectively include **Music Festival(s)** which shall generally refer to a multi-day, highly-attended, outdoor music festival produced in the Territory, with a maximum of 3 stages and branded as "**ULTRA EUROPE**," "**ULTRA EUROPE: CROATIA – SPLIT/HVAR EDITION**," and/or any other title or brand as determined by Licensor from time to time; and **CLUB EVENTS** including any indoor live Event branded as "**ROAD TO ULTRA**" or any other title or brand as determined by Licensor, including certain Club Events produced in Hvar and some (but not all) of which may be limited to no more than 2 stages (the "**ULTRA BEACH EVENTS**" or "**ULTRA POOL PARTY EVENTS**"); **BOAT PARTY(ies)** which shall generally refer to any Event taking place on a Boat whether organized, authorized, sanctioned by or associated with Licensee, even if produced by a third party; and **AFTER PARTY(IES)** which shall generally refer to any Event organized, authorized, sanctioned by or associated with Licensee, even if produced by a third party.

b. "**Ticket(s)**." For purposes of computing the Additional Promotional Fee due under Section 3, and specifically for computing the total number of "**tickets issued**," any references to "**ticket**," regardless of whether such term is capitalized, shall refer to each individual ticket issued per each Event day, cumulatively and the foregoing shall apply notwithstanding the issuance of combination tickets. For the avoidance of doubt and for purposes of illustration, a 3-day combination ticket shall therefore be computed as 3 **tickets issued**, a 2-day combination ticket shall be computed as 2 **tickets issued** and so forth. And, by further example, if 5,000 2-day combination tickets are issued, the total sum of **tickets issued** shall be computed as 10,000.

**2.** The Agreement is hereby amended to add the following provisions:

**3(l) Sufficient Funding; Expertise.** Licensee represents and warrants that, upon execution of this Agreement (or Amendment, as the case may be) Licensee has either sufficient funding readily available and expertise, and all other essential resources necessary to perform its obligations hereunder including resources needed to perform its obligations under all ancillary agreements including Artist Performance Agreements and to overall produce all Events contemplated hereunder in accordance with their respective terms. Licensee acknowledges that Licensee makes these representations and warranties as a material inducement to cause Licensor to enter into this Agreement and but for the foregoing representation and warranty by Licensee to Licensor, Licensor would not otherwise enter this Agreement.

**3(m) Penalties.** In the event that Licensee fails to remit any Promotional Fees on when due, a penalty of 1.5% per month shall be automatically assessed without further notice or demand, for each month the balance remains unpaid.

**3(n) Acceleration.** In the event of a default by Licensee in regard to any partial payments of the Promotional Fees due under paragraph 3.c, Licensor may, upon written notice or demand, have the right to accelerate and demand payment for the then unpaid annual base Promotional Fee.



9(j) **Market Survey and Data Collection.** Licensor shall be entitled to have access to and copies of any and all information relating to the applicable Events, including marketing and advertising data, whether directly collected by Licensee during Licensee's ordinary course of business or in some other manner designated by Licensor. Licensor may request such information from time to time during the Term of the Agreement, and Licensee shall make best efforts to provide the information in whichever form is appropriate, including digital and electronic forms, within five (5) business days of a request by Licensor.

10(e) **Financial Reporting.** Licensee shall provide the following written reports to Licensor at [finance@ultramusicfestival.com](mailto:finance@ultramusicfestival.com), without further notice or demand, for each Event produced: (i) final ticketing reports; (ii) summary of merchandise revenue by product; (iii) detailed reports showing all sponsorship revenue; and (iv) interim Profit and Loss Statements for the periods ending not later than 10 days following the conclusion of each Event. Licensee shall also provide Licensor with Profit and Loss Statement Balance Sheet within 60 days following the end of Licensee's fiscal year. All reports and financials shall be provided to Licensor in English. Licensor shall at all times reserve the right to request and review any additional supporting documentation relating to each report and financial statement required hereunder.

11(p) **Post Event Ticket Report.** Licensee shall submit a Post Event Ticketing Report in the form and format of that certain **Exhibit "B,"** attached hereto and incorporated herein. Licensor shall have the right to modify the requirements, form or format, from time to time, upon written notification to Licensee.

12 (f). **TRAVEL 2 ULTRA.** Licensee shall submit all materials relating to Licensee's proposed partnership with TRAVEL 2 ULTRA, to Licensor, for Licensor's review and approval (which approval may be withheld, delayed or conditioned) prior to announcing, executing or publishing the TRAVEL 2 ULTRA package.

3. **Monetary Values; Currency.** Paragraph 3(a) of the Agreement shall be deleted in its entirety and shall be replaced with the following:

(a) **Monetary Values; Currency.** All monetary values herein are expressed, and shall be paid, in *Dollars ("€")* unless otherwise specified. Although Marketing Budget Minimums are expressed in U.S. Dollars in this Agreement, Licensee shall be considered to have met its obligations if such amounts are paid in Euro equivalents. *For the avoidance of doubt, Additional Promotional Fees shall be paid in Euros, all Travel Rider Professional Fees shall be paid and remitted in Euros, and all Artist Talent Budget shall be paid in Euros.* Licensee shall at all times, be responsible for any and all conversion costs, if any, arising from or relating to any of its payments obligations set forth in this Agreement or from payments either remitted or obligated to be remitted hereunder. (Emphasis added to show revision.)

4. **Base Fees For Festival Events** Paragraph 3(c) of the Agreement shall be deleted in its entirety and shall be replaced with the following:

3(c) **Annual Base Fees For Festival Events.** Licensee shall pay Licensor, net of Taxes, and on a non-refundable basis, the applicable annual Base Fees plus all applicable Additional Promotional Fees relative to **FESTIVAL EVENTS** as set forth below:

5. **Due Dates.** Paragraph 3(d) of the Agreement shall be deleted in its entirety and shall be replaced with the following:

**3(d) Due Dates.** The Promotional Fee in Year 1 shall be due and payable in full upon execution of the License Agreement. Subsequent Promotional Fees shall be due and payable as follows: 50% of the applicable annual Promotional Fee shall be due the earlier of (i) upon First Inquiry, (ii) upon Public Announcement by Licensee of either future Event dates or of any Artist(s) performing at future Events; (iii) upon tickets going on sale; or (iv) within 180 days prior to the next scheduled Event. The remaining 50% of the Promotional Fee shall be due and payable within 120 days prior to the next scheduled Event.

6. **Additional Festival Promotional Fees.** Paragraph 3(e) of the Agreement shall be deleted in its entirety and shall be replaced with the following:

**3(e) Additional Promotional Fees.**

7. **Selection of Event Dates.** Paragraph 6(a) of the Agreement shall be amended as follows:

**6(a) Selection of Event Dates.** Except with respect to Year 1, by **SEPTEMBER 1** of each year during the Term, Licensee shall provide written notice to Licensor of Licensee's election and definitive commitment to produce upcoming Events and shall propose (i) Event dates for that year, and (ii) venues, both of which shall be subject to Licensor's approval. Failure by Licensee to comply with the foregoing shall constitute a material breach hereof. Subject to the terms of this Agreement, the following Event minimums shall apply:

i. **Year 1.** In Year 1 of this Agreement, Licensee shall collectively produce at least one (1) 3-day Music Festival, which shall be comprised of at least July 12, 2013 and July 13, 2013 at the **SPLIT STADIUM** in Croatia and one (1) **ULTRA BEACH EVENT** on Wednesday, July 14, 2013.

ii. **Year 2.** In Year 2 of this Agreement, Licensee shall collectively produce at least one (1) 4-day Music Festival, which shall be comprised of at least July 11, 2014, July 12, 2014 and July 13, 2014 at the **SPLIT STADIUM** in Croatia and one (1) **ULTRA POOL PARTY** on Tuesday, July 15, 2014 on the Island of Hvar. Licensee shall, at all relevant times during the Term of this Agreement, have the right, but not the obligation, to produce two (2) **ULTRA AFTER HOURS**



PARTY on Monday, July 14, 2014 and Tuesday, July 15, 2014, or on such other dates specified by Licensor, and on an Island off of Hvar and a series of ULTRA BOAT PARTY on dates to be determined and approved by Licensor.

iii. **Subsequent Years.** Following Year 2 and throughout the remainder of the Term, Licensee shall be required to produce, at a minimum, the same number of Events as required in Year 2 and shall by **SEPTEMBER 1** of each year during the Term, provide written notice to Licensor of Licensee's election and definitive commitment to produce such Events and shall propose (i) specific Event dates for that year and (ii) venues, both of which shall be subject to Licensor's approval, as well as, details respecting potential Club Events, After Parties, Boat Parties and Beach Events/Parties.

iv. **No Requirement to Produce After Parties.** Notwithstanding the provisions in paragraph 3.e.iii, Licensee shall have the right but not the obligation to produce any "after parties" during the Term of the Agreement.

8. **STAGE INSTALLATION; SET UP; TECHNICAL SPECIFICATIONS.** Paragraph 7(d) shall be deleted in its entirety and shall be replaced with the following:

**7(d) Stage Installation; Set Up; Specifications.** Licensee represents and warrants that the stage set and structure shall be structurally sound and that Licensee engaged the services of licensed professionals and/or engineers in order to ensure the structural integrity of the stage and other structures. Licensee further represents and warrants that the stage set shall be structurally appropriate for the purpose for which it is intended, i.e., performances at a music festival with a large number of attendees. Licensee understands and acknowledges that but for these specific representations, Licensor would not enter into this Agreement. Licensee shall prepare the Venue for each Event and if applicable, provide installation of the stage, spotlights, forklifts, rigging structures, additional sound and lighting reinforcement and all other equipment needed for proper presentation of the applicable Event as specified in the Technical Rider, which is attached hereto as **Exhibit "D"** and made apart hereof. Licensee shall prepare and submit the Technical Rider to Licensor for Licensor's approval 90 days prior to each applicable Event, or Licensor shall, at its sole option, instead elect to provide the applicable Technical Rider, which shall be supplemented or amended from time to time. The Technical Rider shall be submitted to Licensor in substantially the form attached hereto as **"Exhibit D-1."**

9. **ARTIST PAYMENT TERMS.** Paragraph 8(c) of the Agreement shall be deleted in its entirety and shall be replaced with the following:

10. **ARTIST BUDGET.** Paragraph 10(c) of the Agreement shall be deleted in its entirety and shall be replaced with the following:

11. **EVENT WEBSITE.** Paragraph 15(a) of the Agreement shall be amended as follows:

**15(a) Event Website.** Licensor shall be responsible for all website design, artwork and English translation of textual content. Licensee shall be responsible for any and all costs associated with maintaining and hosting the website, website design, artwork and English translation as provided by Licensor. Ownership of all content and Domain Names and websites used in connection with each Event, and any Domain Names and websites that incorporate any of the Proprietary Marks or any similar marks or names ("**Domain Name(s)**"), shall remain the property of Licensor. Within 15 days of execution of this Agreement, using best efforts, Licensee shall take all steps necessary to transfer ownership of the registrations for any such Domain Names to Licensor or Licensor's designated affiliate or related company including, without limitation, the Domain Name www.ultraeurope.com. All Domain Names should be registered by Licensor or its affiliated or related company, and Licensee shall submit proposed Domain Names to Licensor for registration. Within 15 days of receipt of an invoice, Licensor shall reimburse Licensee for all Domain Name registration and transfer costs incurred in compliance with this Agreement. Licensor shall reasonably cooperate with Licensee and provide the information reasonably necessary for Licensee to perform its website maintenance duties hereunder. Licensor retains the right to restrict, suspend or discontinue Licensee's access to the website(s) and Domain Names, if necessary, as an additional means of enforcing the terms of this Paragraph 15.a and of any terms relating to Licensee's maintenance of the website(s). Licensee shall use best efforts to cause the timely upload of online content updates from the time submitted by Licensor to Licensee, but in no event shall such upload exceed 3 business days. *Licensee shall not, without Licensor's prior written approval (and which approval may be withheld, delayed, or conditioned), advertise any event or artist including those unrelated to the Events contemplated hereunder.* (Emphasis added to show revision).

13. **TRAVEL RIDER.** That certain **Exhibit E** to the Agreement shall be replaced in its entirety with that certain **Amended Exhibit E** attached hereto and incorporated herein.
14. **INTEGRATION.** This Agreement, including this First Amendment sets forth the entire Agreement between the parties regarding the subject hereof, and supersedes all prior negotiations, understanding, and agreements.
15. **EFFECT.** Except as specifically modified and amended herein, all of the terms, provisions, requirements, and specifications contained in the Agreement shall remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this First Amendment to Trademark License Agreement shall not, in any manner impair the Agreement as the purpose of this First Amendment is to give effect to the terms set forth herein.

IN WITNESS WHEREOF, the parties execute this First Amendment intending to be bound thereby.

**LICENSEE:**

**ADRIA MM PRODUCTIONS, LTD**

By:

Print Name:

Title:

  
  
 Ileana Cosarec  
 Zagreb, Croatia

Witness:

Print Name:

Address:


**LICENSOR:**

**WORLDWIDE ENTERTAINMENT GROUP, INC.**

By:

Print Name:

Title:

  
 Lori Sundermier  
 Director of Finance

Witness:

Print Name:

Address:

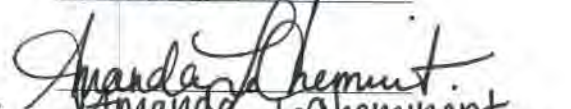
  
 Amanda LeCheminant  
 1000 NW 14th St, Miami, FL 33136

EXHIBIT B

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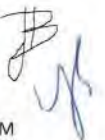
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EXHIBIT D

Exhibit D

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*Handwritten signature/initials*



EXHIBIT D-1  
ULTRA MUSIC FESTIVAL PRODUCTION SUPPLEMENT V 3.0

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ULTRA MUSIC FESTIVAL  
EUROPE – FIRST AMENDMENT TO LICENSE AGREEMENT  
Page 13 of 25

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*JS*

Exhibit Rev. 9/8/13 11:31 PM

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ULTRA MUSIC FESTIVAL  
EUROPE – FIRST AMENDMENT TO LICENSE AGREEMENT  
Page 14 of 25

12/6/13 12:14 PM




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ULTRA MUSIC FESTIVAL  
EUROPE – FIRST AMENDMENT TO LICENSE AGREEMENT  
Page 15 of 25

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ULTRA MUSIC FESTIVAL  
EUROPE – FIRST AMENDMENT TO LICENSE AGREEMENT  
Page 16 of 25

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*[Handwritten signature]*

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ULTRA MUSIC FESTIVAL  
EUROPE – FIRST AMENDMENT TO LICENSE AGREEMENT  
Page 18 of 25

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ULTRA MUSIC FESTIVAL  
EUROPE – FIRST AMENDMENT TO LICENSE AGREEMENT  
Page 19 of 25

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ULTRA MUSIC FESTIVAL  
EUROPE – FIRST AMENDMENT TO LICENSE AGREEMENT  
Page 20 of 25

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ULTRA MUSIC FESTIVAL  
EUROPE – FIRST AMENDMENT TO LICENSE AGREEMENT  
Page 22 of 25

12/6/13 12:14 PM

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AMENDED EXHIBIT E

TRAVEL RIDER 2014 (Year 2)

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TRAVEL RIDER 2015, 2016, 2017 (Years 3-5)

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TERMS AND CONDITIONS

(1) **Payment.** Each respective member of Licensor's traveling party as specified above, shall be paid, by Licensee, their respective crew fee, travel Expenses, and per diem amounts in full in advance of travel and in accordance with this applicable Annual Travel Rider. All payments shall be made through [TO BE DETERMINED BY LICENSOR] with back-up documentation such as a registered contract together with any applicable rider or addendum. Any and all payments for travel shall be net and free of all Taxes.

(2) **Due Dates.** Licensee shall make all payments in full compensation for services to be performed by Licensor's personnel, no later than 45 calendar days prior to the production of each applicable Event.

(3) **Post Event Balances.** Any remaining balances for any additional services, charges, per diem or accommodations shall be paid by Licensee no later than 5 calendar days after being invoiced by Licensor.

(4) **Lodging.** Licensee shall provide and pay for lodging, including room rates, and any applicable taxes, resort fees, or hotel fees for all Licensor's travelling personnel at a hotel approved by Licensor. Accommodations shall, at a minimum, include complimentary in-room high-speed wireless Internet access and all ground transportation. Rooms for Principals/Executives must be Executive Suites or better.

(5) **Air Travel.** Licensor shall be entitled to select all airlines, flights, and dates of travel in its sole discretion. Licensee shall timely (in accordance with the terms of Paragraph 8) purchase airline tickets with airline, flight and class of service designated by Licensor in accordance with Licensor's Travel Rider.

(6) **Ground Transportation.** Ground transportation shall be provided by Licensee with late model vehicles, insured by Licensee or its designee and approved by Licensor.

(7) **Conflicts.** In the event of a conflict between the terms of the Agreement and this Travel Rider, the Travel Rider shall control.

(8) **Reservations/Itinerary.** Licensee shall provide for each person on Travel Rider an itinerary with all travel details, including flight information and hotel confirmation, at a time to be determined by Licensor, but in any event no later than 30 days prior to the Event.

(9) **Local Phones.** Licensee shall provide for certain members of Licensor's travelling party local cellular phones with unlimited domestic and international call and text plans.

(10) **Travel Days.** Travel Days shall count as additional Event Days hereunder.



March 3, 2017

VIA FEDEX and EMAIL

ADRIA MM PRODUCTIONS, LTD.  
ATTN: NIKOLA BUSLJETA  
Banjavciceva 22 10 000  
Zagreb, Croatia  
[nikola@ultraeurope.com](mailto:nikola@ultraeurope.com)

ADRIA MM PRODUCTIONS, LTD.  
ATTN: SANDI KUPLEN  
Banjavciceva 22 10 000  
Zagreb, Croatia  
[sandi@ultraeurope.com](mailto:sandi@ultraeurope.com)

RE: NOTICE OF CONTINUING DEFAULT

Dear Messers Busljeta and Kuplen:

PLEASE TAKE NOTICE that ADRIA MM PRODUCTIONS, LTD. remains in default of its obligations under that certain Promotional Agreement dated **NOVEMBER 2, 2012**, as amended on **DECEMBER 9, 2013**, (the "**Agreement**") by and between **WORLWIDE ENTERTAINMENT GROUP, INC.** ("**Ultra**") and **ADRIA MM PRODUCTIONS, LTD.** ("**AMM**"). All capitalized terms used herein but not defined shall have the meaning(s) set forth in the Agreement.

1. AMM Defaults

The defaults of AMM include the following, which is a non-exhaustive listing:

(a)



EXHIBIT B



ADRIA MM PRODUCTIONS, LTD.  
March 3, 2017  
Page 2

- (b) AMM's failure to timely remit the Promotional Fee deposits and balances for the 2017 **Ultra Europe** Event <sup>5</sup>
- (c) AMM's failure to remit travel deposits relating to the 2017 **Ultra Europe** Event <sup>6</sup>
- (d) AMM's repeated and unauthorized holding of, and participation in, press conferences including on **SEPTEMBER 7, 2016**, and the unauthorized use of certain of Ultra's Proprietary Marks in conjunction therewith.<sup>7</sup> As you are aware, the unauthorized use, presentation, promotion and exploitation of competing electronic music trade names or brands (i.e., "Croatia Music Week", "Croatia Winter Music Festival")<sup>8</sup> of Ultra's Proprietary Marks is an express violation<sup>9</sup> of, *inter alia*, the Agreement, including the restrictive covenants relative to non-competition;<sup>10</sup>
- (e) AMM's failure to (i) unconditionally and irrevocably assign, transfer and convey, to Ultra, on a sole and exclusive basis, all rights, title and/or interests in and those certain intellectual property assets as Ultra's sole and exclusive property,<sup>11</sup> (ii) relinquish any and all potential ownership rights respecting such unassigned or untransferred intellectual property assets<sup>12</sup> and (iii) cooperate with respect to irrevocably assigning, transferring and conveying all rights, title and/or interests in and to those certain intellectual property assets to Ultra in contravention of the terms of the Agreement;<sup>13</sup>
- (f) AMM's unauthorized publication of non-public and proprietary financial information to *Total Croatia News* on **APRIL 14, 2016**; and
- (g) AMM's numerous Travel Rider violations (2014) and Artist booking violations (2014) during the Term of the Agreement to which Ultra sustained financial and reputational injury which has never been cured and to which Ultra's remedial rights have not been waived with

<sup>5</sup> Section 9(i) of the Agreement provides, in relevant part, that "AMM shall not issue any press releases or public statements respecting either any Event or respecting Ultra, its subsidiaries, affiliates, officers, directors or principals, unless and until such press release or public statement has been approved in writing by Ultra in advance."

<sup>6</sup> Section 4(a) of the Agreement provides, in relevant part, that the Territory is limited to Croatia (on an exclusive basis) and Europe (on a non-exclusive basis).

<sup>7</sup> Section 2(a)-2(b) of the Agreement provides, in relevant part, that AMM's use of the Proprietary Marks is "subject to, and conditioned upon, AMM's performance of all of its obligations" under the Agreement and that AMM may only utilize the Proprietary Marks in connection with the Event(s) contemplated under the Agreement. Furthermore, Section 2(b) specifies that "AMM shall only produce, sponsor, organize and/or promote the Event in the Territory and shall not directly or indirectly use any other name, trade name, trademark, trade dress, service mark, corporate identity, brand or logo in connection with any festival, concert, party, nightclub event or any other entertainment-related event except as expressly provided herein."

<sup>10</sup> Section 22(a) of the Agreement provides, in relevant part, that "AMM further agrees, without Ultra's prior approval, which approval may be withheld, delayed or conditioned, not to directly or indirectly create any new electronic music club shows, trade names, trademarks, logos, corporate identity(ies) or events to be used, promoted or held in the Territory during the Term of this Agreement, except as specified herein."

<sup>11</sup> See Section 15(b)-15(c) of the Agreement.

<sup>12</sup> See Section 15(e) of the Agreement.

<sup>13</sup> See Section 15(f) of the Agreement.







ADRIA MM PRODUCTIONS, LTD.  
March 3, 2017  
Page 3

respects to such 2014 violations or otherwise nor relative to any violations subsequent thereto.

2. Demand

Based on the defaults described herein, demand is hereby made by Ultra to AMM that all outstanding Fees and other monies be immediately remitted to Ultra. Demand is further made by Ultra that AMM cease and desist any and all conduct violative of either the express or contemplated terms and/or of the spirit of the Agreement, including AMM's unauthorized use of Ultra's Proprietary Marks, as well as AMM's unauthorized use of the "Croatia Music Week Zagreb" and/or "Croatia Winter Music Festival" trade names, trademarks and logos within the Territory. Demand is further made that AMM cease the unauthorized production of the "Croatia Music Week Zagreb" and "Croatia Winter Music Festival" events within the Territory. Demand is further made that AMM immediately relinquish, to Ultra, all control of all intellectual property assets, including social media accounts relating to the Event, any and all e-mail accounts, including any and all @ultraeurope.com e-mails and to the domain names [www.facebook.com/ultraeurope](http://www.facebook.com/ultraeurope), to Ultra.

3. Preservation of Evidence

It is hereby requested that AMM preserve, and institute policies providing for the preservation of, all records and evidence with respect to any and all books, records, documentation and/or information relating to the Agreement from the inception of either the Agreement or a related Non-Disclosure Agreement (whichever is earlier), by not destroying, concealing or altering any paper or electronic files (this applies to all digital or analog files, including "deleted" quotes and file fragments stored in machine-readable format on magnetic, optical or other storage media, including hard drives or flash drives, and their backup media, or otherwise regardless of whether such files have been reduced to paper printouts) and other data generated by and/or stored, whether directly or indirectly, on AMM's computers, smart phone, social media websites including, but not limited to, Facebook, Twitter, Instagram, YouTube (and/or any other video platforms), MailChimp or any other electronic data. AMM is further required to preserve all e-mails and text messages, both sent and received, whether internally or externally, including all drafts and revisions, all presentations, slide shows, graphs and other data. With respect to any electronic data or files created subsequent to this Notice, all such information as specified herein is not to be destroyed and AMM shall be required to take whatever steps necessary and appropriate to avoid destruction of such evidence, including but not limited to the suspension of any automatic deletion policies or protocols. AMM's failure to comply with this requirement to preserve the books, records, documentation and/or information may result in potential liability in tort, for either spoliation of evidence or potential evidence, among other things.

4. Cumulative Legal Remedies

AMM's failure to cure the material breaches within the applicable time period specified in the Agreement entitles Ultra to immediately suspend, revoke and/or terminate the Agreement and also to





ADRIA MM PRODUCTIONS, LTD.  
March 3, 2017  
Page 4

seek legal recourse, and to further avail itself of any and all other remedies provided for, either in the Agreement or in accordance with the terms of the governing law. The remedies of Ultra are cumulative.

Further, by virtue of AMM's default, AMM has assigned all of its rights, title and/or interests under the Agreement and under any other agreements, contracts or arrangements respecting the Event to Ultra's designee.<sup>14</sup>

5. Continuing Duties

AMM is reminded of its continuing duties in accordance with the Confidentiality, Non-solicitation and Nondisclosure Agreement, whereby AMM shall not, during the business relationship with Ultra and for a period in perpetuity after the termination of such business relationship, directly or indirectly use, disclose, furnish, transmit, send or disseminate to any other person, organization or entity or otherwise employ, any Confidential Information. Further AMM shall not, directly or indirectly, use, disclose, furnish, transmit, send or disseminate to any other person, organization or entity, or otherwise employ, any Trade Secrets in contravention of the Confidentiality, Non-solicitation and Nondisclosure Agreement.


6. No Waiver

Note that any prior failure by Ultra to enforce any of the provisions of the Agreement or any rights afforded to Ultra within the Agreement, or to exercise any election provided for a waiver of such provisions, rights or elections, or in any way do not affect the validity of the applicable provision of the Agreement, nor shall the failure by Ultra to enforce or exercise any of said provisions, rights, or elections prejudice Ultra from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under the Agreement or under applicable law.

PLEASE GOVERN YOURSELVES ACCORDINGLY. ALL RIGHTS RESERVED.



Very truly yours,  
WORLDWIDE ENTERTAINMENT GROUP, INC.

By:   
Print Name: Sandy York  
Title: General Counsel  
Date: March 3, 2017

<sup>14</sup> Section 20(e) further provides, in relevant part, that Ultra may, at its sole and absolute discretion, reassign all benefits under the Agreement to another designee who shall assume all Ultra's rights.







March 8, 2017

VIA FEDEX and EMAIL

ADRIA MM PRODUCTIONS, LTD.  
ATTN: NIKOLA BUSLJETA  
Banjaveciceva 22 10 000  
Zagreb, Croatia  
[nikola@ultraeurope.com](mailto:nikola@ultraeurope.com)

ADRIA MM PRODUCTIONS, LTD.  
ATTN: SANDI KUPLEN  
Banjaveciceva 22 10 000  
Zagreb, Croatia  
[sandi@ultraeurope.com](mailto:sandi@ultraeurope.com)

REVOCATION OF GRANT OF RIGHTS

NOTICE IS HEREBY given by WORLDWIDE ENTERTAINMENT GROUP, INC. ("Ultra"), to ADRIA MM PRODUCTIONS, LTD. ("AMM") that, as a result of those certain uncured defaults enumerated in the March 3, 2017 Notice of Continuing Default, all of those rights granted to and/or conferred upon AMM by Ultra pursuant to Section 2 of that certain Promotional Agreement dated NOVEMBER 2, 2012, as amended, are, this day, hereby REVOKED.

Very truly yours,  
WORLDWIDE ENTERTAINMENT GROUP, INC.

By:   
Print Name: Sandy York  
Title: General Counsel  
Date: March 8, 2017



EXHIBIT C