

PEACE**IS LOUD**

**DELIBERAZIONI DI GIUNTA REGIONALE N. 24 DEL 31 GENNAIO 2022 E N. 130 DEL 28 APRILE 2022.
PROGETTO "CULTURA 2022"- Manifestazione "Poletika 2022"- Evento del 01 ottobre 2022--
CODICE CUP H19I22000290008 Codice CIG: Z8937AD4C7.**

Agreement No. SY0022-2

This agreement (the "Agreement"), effective as of its signing and until the end of the planned activity (the "Effective Date"), is entered into by and among Sakena Yacoobi (the "Speaker"), Peace is Loud, Inc., with offices located at 25 East 21st Street, 7th Floor, New York, NY 10010 ("Peace is Loud"), as agent for the Speaker, and Fondazione Molise Cultura, with office located in via Milano 15, 86100, Campobasso (CB), VAT number: 01720470705, Tax Code: 92080690705, in the person of the legal representative Antonella Presutti, (the "Host").

WHEREAS, the Host is engaging the Speaker to appear at the Event (as defined below);
and

WHEREAS, the Host, Peace is Loud and the Speaker have reached agreement on the terms and conditions upon which the Speaker will perform her services at the Event and wish to memorialize that agreement herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged received, Peace is Loud, the Speaker and the Host hereby agree as follows:

SERVICES:

Subject to the Host's obligations herein, Peace is Loud and the Speaker are responsible for furnishing the services of the Speaker at the time and place specified for the event below (the "Event"). The Host shall furnish sound and lighting equipment, a powerpoint-capable laptop computer and a projector compatible with such laptop, a podium/table/desk/chair, any access or other physical accommodations that may be needed for Speaker, other necessary support and technological services that the Speaker may reasonably request in connection with the Speaker's speaking engagement, and a well-heated/air-conditioned, lighted, well-ventilated, safe (including, without limitation, complying with any applicable law, regulation or public safety guidelines with respect to social distancing requirements), and licensed venue in good and operable condition. All amounts due pursuant to this Agreement shall be paid in accordance with the terms set forth below.

EVENT:

The parties agree to the following event details for the speaking engagement contemplated herein:

Date of Event:

October 1, 2022



Start Time of Event: 6:30 PM

Event Location: Savoia Theater in Campobasso, Italy

Host Phone: 0874/437575

Audience Profile: The audience of Poletika is composed mainly of young people with an estimation of 400 people attending.

Presentation Topic: 60-75 minute engagement that includes Keynote and Q&A on the role of women in contemporary society and the struggle in which Dr. Sakena Yakoobi has been engaged for years fighting for women's rights and the educational rights of Afghan girls. For the Q&A portion, Dr. Sakena will be in dialogue with an interlocutor (a journalist or writer) and a translator.

ITINERARY/SCHEDULE:

Any changes to the proposed itinerary below must be requested and approved in Peace is Loud, Speaker and Host. Except as expressly set forth in this Agreement, no additional appearances, seminars, discussion groups, receptions, dinners, press interviews, TV or radio arrangements, or any other activities shall be planned by the Host or expected of Speaker. Speaking Fee set forth below is understood to be for the engagement Agreement only and any additional activities must be negotiated independently with Peace is Loud and Speaker and must be set forth in a mutually executed document.

Proposed Schedule of Events:

TO BE CONFIRMED

The parties shall each use their commercially reasonable efforts to maintain the proposed schedule above. Each of the parties acknowledges and agrees that the commencement time of any scheduled event in the proposed schedule may be subject to change for reasons beyond such party's reasonable control.

TERMS:

Speaking Fee: The Host shall pay \$19,000 USD (that will be converted according to the exchange rate on the day of receipt of the tax document) to Peace is Loud pursuant to the terms below, without deduction or withholding of any kind. The Speaking Fee is inclusive of the Speaker's international airfare. Round trip Rome-Campobasso with driver (no personal security escort), food and accommodation for Dr. Sakena Yakoobi in Campobasso will be borne by the Host.

Hotel Accommodations: The Host agrees to provide Speaker with one standard room at a mutually approved hotel which employs 24-hour surveillance with at least a four (4) star rating in Campobasso for three (3) nights. Speaker is entitled to have all room charges (including all taxes and charges) and meals billed directly to Host's account.

Payment Schedule: A deposit of 30% shall be paid to Peace is Loud within one week of signing this Agreement. The remaining balance of the Speaking Fee shall be paid to Peace is Loud within one week of the event, upon presentation of a regular tax title containing the words:

"DELIBERAZIONI DI GIUNTA REGIONALE N. 24 DEL 31 GENNAIO 2022 E N. 130 DEL 28 APRILE 2022. PROGETTO "CULTURA 2022"- Manifestazione "Poletika 2022" 01 ottobre 2022- CODICE CUP H19I22000290008 Codice CIG: Z8937AD4C7"

All payments to "Peace is Loud" will be made by bank transfer based on information that will be communicated by Peace is Loud.

Cancellations; Term:

If the Host suffers a Force Majeure Event (as defined below) which prevents the Host from performing its obligations under this Agreement, the Host shall provide written notice to Peace is Loud and the Speaker as promptly as practicable, and in no event less than twenty-four (24) hours after such Force Majeure Event. Prior to terminating the Agreement, the Host shall work together with the other parties in good faith to reschedule the date and/or time of the Event in a manner that is mutually convenient for all the parties, if necessary, and/or to provide an alternate venue (including, without limitation, an Online Event) for the Event. If the Speaker has already incurred travel expenses, the Host agrees to reimburse any such non-refundable expenses. If the parties are unable to mutually agree upon an alternate date and/or time, or the Host is unable to provide an alternate venue for the Event, the Host may terminate the Agreement and 50% of the Speaking Fee paid by the Host to Peace is Loud shall be refunded by Peace is Loud. If the Host is able to host the Event virtually through an Online Venue and the parties mutually agree on a date and time for the rescheduled Event, the parties shall discuss in good faith to revise the Proposed Schedule as necessary.

If the Speaker suffers from a Force Majeure Event, or due to the Speaker's death, disability or illness (or the death, disability or illness of a member of Speaker's family) or unforeseen emergency or overriding obligation, in each case, which prevents the Speaker from performing its services in accordance with this Agreement, Peace is Loud, on behalf of the Speaker, shall provide written notice to the Host as promptly as practicable, and in no event less than twenty-four (24) hours after learning about such event, and the Host shall have no claim for damages against Peace is Loud or Speaker by reason thereof. Prior to terminating the Agreement, Peace is Loud and the Speaker shall in good faith cooperate with the Host to determine a mutually suitable date and time to hold a rescheduled Event, and in the event the parties are unable to agree upon a date and time for such rescheduled event, Peace is Loud shall use its commercially reasonable efforts to arrange for a mutually agreeable and suitable replacement speaker for the Event, if applicable. If after good faith discussions Peace is Loud and the Host are unable to agree upon a substitute speaker or a mutually agreed-upon alternate date and/or time for the Event, Peace is Loud may terminate this Agreement and shall refund any portion of the Speaking Fee which has been previously paid by the Host, and no party shall have any rights or obligations after the termination of this Agreement other than any rights in respect of any claims for breaches of the Agreement which arose prior to such termination or the rights and obligations of the parties set forth in the Miscellaneous section. Notwithstanding any other provision of this Agreement, except as provided herein, no party to this Agreement shall be liable or responsible to the other parties, nor be deemed to have defaulted under or be in breach of this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure

or delay is caused by or results from: acts of God, government restriction, pandemics or epidemics, national or regional emergencies, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, or a national or regional shortage of adequate power or telecommunications (each, a "Force Majeure Event"); provided, that (i) such event is outside the reasonable control of the affected party, (ii) the affected party provides prompt written notice to the other party pursuant to the provisions above, and (iii) the affected party uses commercially reasonable efforts to minimize the effects of such Force Majeure Event pursuant to the provisions above.

Except for any obligations that specifically survive the expiration or termination of this Agreement (including, without limitation, the Host's obligation to reimburse Peace is Loud for any expenses in connection with travel, meals and/or hotel accommodations), the term of this Agreement will commence on the Effective Date and continue until completion of the Event or cancellation of the Event and termination of this Agreement in accordance with the provisions above.

Cancellation due to COVID-19:

The Speaker, Peace is Loud, and the Host acknowledge and agree that any pandemic or other public health emergency, including, without limitation, the COVID-19 pandemic or the effect of any abatement thereof (collectively, the "Public Health Emergency Events"), may render any in-person Events impossible or impracticable, whether due to (a) government restrictions on travel, assembly, or public accommodation (including, without limitation, any "stay at home" or "shelter in place" mandates or regulations); (b) general unwillingness or inability on the part of the Speaker, Peace is Loud, the Host, or prospective attendees of the Event to convene under the circumstances; or (c) any other externalities arising from or attributable to the Public Health Emergency Events. If, in the reasonable discretion of Peace is Loud, the contemplated in-person Event cannot be held due to a Public Health Emergency Event, Peace is Loud shall provide written notice to the Host of its request to reschedule the Event to an Online Venue, and the Host shall take all actions reasonably necessary to host the Event virtually through an Online Venue on a date and time that is mutually agreed to by the parties, and the parties shall discuss in good faith any necessary revisions to the Proposed Schedule as a result of such change. The parties acknowledge and agree that any such change in venue shall not affect the amount of the Speaking Fee or the terms pursuant to which such Speaking Fee is payable by the Host to Peace is Loud.

Promotion and Reproductions:

When possible, the Host shall record the event, and share the files with Peace is Loud within 48 hours of the event. Any recordings (including, without limitation, video, image, likeness and/or voice recording) of the Speaker in connection with the Event must be pre-approved in writing by the Speaker and Peace is Loud; provided, however, that the Host may only use any such pre-approved recordings solely for non-commercial archival purposes. Any other proposed use of the Speaker's voice and/or likeness shall be subject to the prior written approval of Peace is Loud and the Speaker (which may not be unreasonably withheld).

Any advance advertising, marketing and promotional materials for the Event, in all formats and media (including, but not limited to, flyers, press releases, websites, mobile apps, social marketing pages on third-party websites, email distributions, and any other publicity materials) by the Host or its affiliates, may only include and/or use the Speaker's photograph, biography and/or video and audio recordings to the extent provided by and pre-approved in writing by the Speaker and Peace is Loud; provided, that any such

Loud, Inc."; (ii) the logo of "Peace is Loud"; and (iii) the phrase "In partnership with Peace is Loud") (collectively, the "PIL Marks").

The Host shall submit examples of all proposed uses of the PIL Marks to Peace is Loud for written approval prior to such use; provided, that any failure of Peace is Loud to object in writing to any proposed use within three days shall be deemed approval of such use. At the start of the event, include an announcement that the event is "in partnership with Peace is Loud" and play two-minute Peace is Loud reel. In the event that any media outlet is invited to cover the Event, the Host agrees to provide Peace is Loud with the name(s) of all media outlets that confirm they will be present as soon as possible prior to the Event. For the avoidance of doubt, written or email approval to use any photos, audio and/or video recordings or transcripts ("Documentation") of the engagement and/or Event, in whole or in part, must be secured from Peace is Loud prior to the distribution and/or public dissemination of such Documentation by any individual or organization for internal or external purposes, in any medium, on a case-by-case basis.

Trademark License

Subject to Peace is Loud's trademark policies and procedures established by Peace is Loud from time to time and the terms and conditions of this Agreement, Peace is Loud hereby grants to the Host a non-exclusive, non-transferable, and non-sublicensable limited license to use the PIL Marks during the term of this Agreement solely on or in connection with the delivery, marketing, advertising and promotion of the Event, including without limitation, press releases and presentation materials. The Host shall follow Peace is Loud's instructions and guidelines for display and other use of the PIL Marks, which may be updated from time to time, and will promptly discontinue the display or use of any PIL Mark or change the manner in which a PIL Mark is displayed or used. The Host acknowledges and agrees that any and all goodwill derived from the use by the Host of the PIL Marks inures solely to the benefit of Peace is Loud. Other than the express limited license granted by this Agreement, Peace is Loud grants no right or license to the Host by implication, estoppel, or otherwise to the PIL Marks or any of Peace is Loud's or the Speaker's intellectual property rights.

LIMITATION OF LIABILITY:

The Host hereby releases the Speaker, Peace is Loud and their respective employees, officers, directors, managers, agents, volunteers, and affiliates (collectively, the "Released Parties") from any and all claims resulting from, arising out of, or in connection with this Agreement, including, without limitation, the Speaker's performance or failure to perform the speaking engagement services, and for the avoidance of doubt, in no event shall the Released Parties be liable for any indirect, consequential, punitive, special or incidental damages under any theory of liability, resulting from, arising out of, or in connection with this Agreement.

The Host hereby agrees to and shall indemnify, defend and hold the Released Parties harmless from and against any and all losses, liabilities, claims, damages, obligations, penalties, judgements, awards, costs, suits, proceedings, and expenses (including, without limitation, reasonable out-of-pocket attorneys' fees and costs) that may arise, whether in contract, statute, tort or otherwise (collectively "Claims") from or in connection with: (i) the use of the venue, including, without limitation, any Security Breaches (if applicable), (ii) the engagement of the Speaker's services and/or the Event, and (iii) the Host's breach or failure to perform any of its agreements and/or obligations under this Agreement.

The Host shall add each of the Released Parties as additional insured parties on any general liability insurance policies and/or Errors and Omissions Insurance policy it secures (to the extent

least fifteen (15) days prior to the date of such Event or the anticipated date of any approved promotion of the Event.

ACCESSIBILITY AND EQUITY:

The Host acknowledges that Peace Is Loud and the Speaker are committed to sharing the stories of those whose identities intersect with systems-oppressed communities, including, but not limited to, people of color, indigenous/native peoples, LGBTQI+ people, disabled people, and immigrants. In connection with the foregoing, the Host shall ensure that access to the Event shall not be denied to anyone on the basis of race, color, creed, national origin, physical or cognitive disability, sex, age, or any other basis prohibited by applicable law. The Host shall comply with all public accommodation requirements of any applicable federal and state disability law (including, but not limited to, the Americans with Disabilities Act) to ensure access to persons with disabilities to the Event and other reasonable accommodations to afford such access, and use commercially reasonable efforts to remove barriers to full participation of attendees to the Event and to promote inclusiveness at the Event, including, without limitation, by providing a venue with ramps, elevator access to attendees, automatic entrances to the venue whenever possible, size-inclusive seating at the venue, auxiliary aids and services, and gender neutral restrooms.

COVID-19 SAFETY:

The Host shall take all precautions reasonably necessary to ensure that the Speaker and the attendees at the Event are protected from the risk of COVID-19 transmission, including without limitation, by (A) implementing any measures required or recommended by state, local, or federal law and/or any governmental agency (including, without limitation, the Centers for Disease Control and Prevention) (collectively, "COVID Guidance") and (B) taking any other measures reasonably requested by Peace Is Loud in advance of the event. These precautionary actions may include (subject to any changes in the COVID Guidance): (i) requiring temperature checks for all employees, Event participants and attendees; (ii) providing, to the extent practicable, an outdoor venue for the Event; (iii) requiring all employees, Event participants and attendees to wear masks for the duration of the Event; (iv) requiring that all employees, Event participants and attendees confirm in advance of attending the Event whether they have been exposed to any person who has been diagnosed with COVID-19, or otherwise exhibited any COVID-19 symptoms; (v) mandating and enforcing social distancing protocols and rules, to the extent practicable, for all employees, Event participants and attendees; and (vi) providing hand sanitization stations at all entrances to the venue; (vii) implementing any other measures as required or recommended by state, local, or federal law to prevent the transmission of COVID-19; and (viii) taking any other measures reasonably requested by Peace Is Loud in advance of the Event.

MISCELLANEOUS:

Nothing contained in this Agreement shall be construed as creating a partnership, joint-venture, or principal-agent relationship among the parties, and no party will have the right, power or authority to obligate or bind the other in any manner whatsoever.

No waiver of any provision of this Agreement shall be deemed to be nor shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. All rights and remedies of the parties under this Agreement shall be cumulative, and the exercise of any one right or remedy shall not bar the exercise of any other right or remedy.

This Agreement sets forth the entire agreement among the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or in part except by an instrument in writing signed by the parties.

This Agreement is made under the laws of the State of New York and may be executed in one or more counterparts, each of which will be deemed an original but all of which when taken together will constitute one instrument. The parties submit to the exclusive jurisdiction of the courts located within New York, NY for purposes of addressing any dispute arising under this Agreement. An executed facsimile or scanned copy of this Agreement shall be deemed an original.

Peace is Loud

Name: Rebecca Tye, Co-Executive Director

Signature: Rebecca Tye (Flom)

Date: September 15th, 2022

Speaker

Name: Sakena Yacoobi

x Signature:



Date: 09/13/2022

Fondazione Molise Cultura

Name: Antonella Presutti, Presidente

Signature:



Date: 13 SET. 2022

Signature:



Email: rebecca@peaceisloud.org






SY0022-2 Poietika Art Festival

Final Audit Report

2022-09-15

Created:	2022-09-15
By:	Dominique De Leon (ddeleon@peaceisloud.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAACuQmnqGRxaqgSGTojRtg_3M3MUSpViWA

"SY0022-2 Poietika Art Festival" History

-  Document created by Dominique De Leon (ddeleon@peaceisloud.org)
2022-09-15 - 2:14:44 PM GMT- IP address: 108.41.95.220
-  Document emailed to Rebecca Tye (rebecca@peaceisloud.org) for signature
2022-09-15 - 2:15:22 PM GMT
-  Email viewed by Rebecca Tye (rebecca@peaceisloud.org)
2022-09-15 - 2:29:34 PM GMT- IP address: 99.237.140.29
-  Document e-signed by Rebecca Tye (rebecca@peaceisloud.org)
Signature Date: 2022-09-15 - 2:30:09 PM GMT - Time Source: server- IP address: 99.237.140.29
-  Agreement completed.
2022-09-15 - 2:30:09 PM GMT