**ARTISTIC PERFORMANCE CONTRACT**

*concluded pursuant to Act No. 121/2000 Coll. on Copyright and Rights Related to Copyright and on Amendment to Certain Acts (the Copyright Act), as amended, and pursuant to Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “****Civil Code****”), between the following parties:*

**Name: PARMA Recordings**  
Address: 861 Lafayette Road, Suite 6B,   
 Hampton NH 03842, USA  
Representative Mr. Bob Lord  
*(hereinafter referred to as the “****Promoter****”)*

*and*

**Janáček Philharmonic Ostrava**(Janáčkova filharmonie Ostrava, State-funded institution)

with its registered office at: 28. října 124, 702 00 Ostrava

Company Identification Number: 00373222   
Tax Identification Number: CZ00373222

Represented by Mgr. Jan Žemla, Director  
Contact: in emergency: xxxxxxxxxx, xxxxxxxxxxxxxx, xxxxxxxxxxxxxx  
*(hereinafter referred to as the “****Performer****”)*

**Payment identification**  
Account holder (name on the account): Janáčkova filharmonie Ostrava  
Account number: 35-1751340297/0100  
IBAN: CZ24 0100 0000 3517 5134 0297  
BIC/SWIFT: KOMBCZPPXXX  
Name of the bank: Komerční banka, a.s.

*(the Promoter and the Performer shall be hereinafter collectively referred to as the “****Contracting******Parties****”)  
this Artistic Performance Contract shall be hereinafter referred to as the “****Contract****”)*

**General Provisions**

1. The Promoter pledges himself to engage the Performer in the following Production:

a. Date and time: **Feb.22 / Feb. 25. – March 1. 2019** b. Venue: **Ostrava, Recording hall, 28.října Street 2556/124, 702 00 Ostrava**  
 c. Program: **TBC**

d. Participants: orchestra of Janáček Philharmonic Ostrava (provided by the Performer),   
 Jiri Petrdlik as Conductor (provided by the Promoter )

Jan Košulič as Producer (provided by Promoter)  
 Aleš Dvořák and Pavel Kunčar as Sound Engineers (provided by Promoter )  
 e. Schedule: **TBC**

1. The Performer pledges himself to perform within the Production as specified above, to be fully prepared for the performance and to perform on an adequate artistic level.
2. The Performer shall secure the venue and back-stage facilities as well as musical instruments.
3. The Promoter shall secure the sheet music and author’s rights.

1. **Logistics**
2. The Performer shall assist the Promoter in arranging the transport and accommodation. The Performer shall book the accommodation as required by Promoter. This amount will increase the remuneration under this contract and will be paid by Promoter.

1. **Licensing**
2. The Production shall be recorded by the Promoter. The post-production shall be organized by the Promoter.
3. By this Contract, the Performer assigns the exclusive licence of the performing artist(s), namely of the respective orchestra players, for the audio recording of the Production, to the Promoter. The license is granted without local or time limitations, for its unlimited use of a commercial and other character (such as its release on a CD, spreading it over the internet, use in an audiovisual presentation material etc.).
4. The Promoter can, but doesn’t have to make use of the licence; he shall be able to provide the licence (or a partial licence, as the case may be) to third parties.
5. The Promoter shall be obliged to provide the Performer with a digital copy of the recording immediately after it is completed.

1. **Financial conditions**
2. The Promoter undertakes to pay the remuneration of **557 250 CZK** (in words fivehundredfiftyseventhousandstwohundredfifty Czech Crowns) gross, under this Contract. The remuneration shall cover all costs related to the recording within the Production inclusive remuneration of tuning piano and assistance of tunemaster in sessions: Feb.22., 25., March 1. 2019, moving piano to Recording Hall for whole period of recording.
3. The Performer affirms that he is not liable to account for VAT related to the Performance. The Promoter shall therefore involve all possible power to avoid paying extra tax. The Performer shall provide the Promoter with any documents needed, such as A1 forms, tax domicile etc.
4. All transaction fees related to the payment of remuneration shall be paid by the Promoter in this way:

-50% of the remuneration prior to the first recording session

-50% of the remuneration no later than 10days after end of recording sessions

1. The promoter will manage the conductor, producer and soundengineer for this recording project and undertakes to pay the remuneration, accommodation and travel costs of them out of this contract

1. **Contractual fines**
2. If the Performer does not fulfil his obligations arising under this Contract for reasons other than the failure of the Promoter and for reasons other than those that are beyond his control (political regulation, war, natural catastrophe or similar force majeure event), and this non-fulfillment makes his performance within the Production impossible, the Performer is obliged to pay a contractual fine to the Promoter, amounting to 100% of justifiable and documented expenses that have arisen to the

Promoter due to the cancellation of the Production; the Performer loses his entitlement to remuneration pursuant to Article V. of this Contract.

1. If the Promoter does not fulfill his obligations arising under this Contract for reasons other than the failure of the Performer and for reasons other than those that are beyond his control (political regulation, war, natural catastrophe or similar force majeure event), and this non-fulfilment makes the performance by the Performer within the Production impossible, the Promoter is obliged to pay the whole remuneration to the Performer as agreed above (without any travel contribution). In such case, any other expenses are not covered by the Promoter.

1. **Withdrawal from the contract**
2. Any change of the terms, position, entitlement etc. on the part of any Contracting Party shall not lead to cancellation of rights and obligations arising under this Contract. Substantial alterations of the terms of the Contract shall be subject to mutual and duly documented agreement of both parties.

1. **Final provisions**
2. Both Contracting parties hereby guarantees that they have a full right to enter into commitments resulting from this Contract and that they shall not enter into any commitment that could jeopardize their due implementation.
3. This Contract is governed by the law of the Czech Republic. Courts of the Czech Republic, that is courts having territorial jurisdiction on the part of the Performer, shall be competent for settlement of any disputes that shall not be settled by the Contracting Parties.
4. According to the Act No. 340/2015 Sb. (Contract Registry Act) this Contract will be available in public registry after signature, unless the Performer is an artist himself (not represented by any company) or unless the remuneration equals to less than 50.000 CZK or unless the production takes place outside the Czech Republic.
5. This Contract is executed in two identical counterparts, one for each Contracting Party.
6. The Contracting Parties confirm with their own signatures below that they have read the Contract before signing it, they agree with its contents and declare that this Contract reflects their true and real will, it is written intelligibly and definitely, being unencumbered by adverse and otherwise conspicuously inconvenient conditions. The Contract shall enter into force on the date when the last Contracting Party signs it.

|  |  |
| --- | --- |
| In \_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_ | In \_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
|  |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| For the Promoter | For the Performer |
|  |  |