



The Good Music Company VOF
Groothandelsgebouw
Conradstraat 38, Unit D1.133
3013 AP Rotterdam
The Netherlands

T: [REDACTED]

Skype: [REDACTED]

ING: IBAN [REDACTED]

KvK: 56076673

Contract for Performance

Ref#: GMC/C19-000174

Date: 6 December 2019

Centrum kultury a vzdělávání Moravská Ostrava, p.o.

Sokolská třída 26/175

702 00 Moravská Ostrava

Czech Republic

Represented by Pavla Filakova

Hereinafter called, "PROMOTOR"

AND

Erik Truffaz

Represented by Good Music Company, Jurjen Mooiweer

Hereinafter called, "The Artist"

ACCEPT AND AGREE UPON THE FOLLOWING ENGAGEMENTS AND CONDITIONS FOR PERFORMANCE

1. Both parties accept the following:

Band	: Erik Truffaz Quartet
Date of performance	: Tuesday, 17 March 2020
Place of performance	: Club Parnik, Sokolská třída 175/26, Ostrava - Czech Republic
Length performance	: 60-75min
Sound-Check	: yes
Support	: no
Capacity Venue	: 108 PAX
Ticket Price	: 300 / 400 CZK

2. Requirements:

- a. PROMOTOR agrees to provide at her own expense all needed instruments and technical requirements and assistance (professional technical staff and stage support) listed on the provided technical rider, and/or as otherwise agreed upon by both parties: **See attached artist rider.**
- b. The Artist agrees to provide all local ground transport from and between the airport / train station and the hotel of The Artist and the venue, at her expense.
- c. PROMOTOR agrees to provide 7 SINGLE hotel rooms in at least an adequate **** star hotel at her own expense. The hotel must be within walking distance of the performance venue or within 5 (five) minutes driving distance of the performance venue. The hotel rooms must be spacious and must have toilet/shower facilities in each room.



- d. Catering and hot meals for 7 persons are at the expense of PROMOTOR on the day of the show. PROMOTOR agrees to provide cold food/snacks, drinks and refreshments, which must be ready when The Artist arrives for the sound check and must be maintained until after the show. If hot meals are not available, PROMOTER will offer a buy-out of at least EUR 25 per person.

Beverages must include: hot coffee/tea, fruit juices, soda's, mineral water, beer and good quality white and red wine. All drinks should be chilled except for the red wine.

Cold food/snacks must include: assorted fruits, bread (baguettes), assorted cheese and sausages, sand small snacks (chips, assorted chocolates). Hot meals must include: VEGETARIAN/ VEGAN/ LACTOSE/ GLUTEN FREE foods.

- e. PROMOTOR agrees to provide 1 large and spacious dressing room with locks. Dressing room must accommodate at least 5 persons and shall be clean, dry, well lighted, heated in winter and contain chairs, tables and at least one full mirror. Wherever possible the dressing rooms must have private and clean lavatories (with running hot/cold water, soap, toilet accessories and towels).
- f. The Artist reserves all rights to recording or transmit/broadcast of the performance for any purposes whatsoever. Recordings and transmission/broadcast of the performance is only permitted as alternatively agreed upon between The Artist and PROMOTOR.




3. Financial Agreements:

a.

Description	VAT	Amount
Artist Fee	0%	3,500.00 EUR
Net of taxes		
Total amount to be paid		3,500.00 EUR

As stated under article 2 of this contract, PROMOTOR will provide all requested backline and technical requirements per rider, technical/stage support, hotel rooms, catering, hot meals and other hospitality at her expense, as specified here above in this agreement.

- b. The Artist will provide PROMOTOR with an invoice and Dutch tax declaration document (IPV or tax declaration) and/or additional documentation required for the concert (including passport copies, social security declarations, work permits) upon signing of this agreement.
- c. PROMOTOR agrees to remunerate an advanced payment of 50% of the Artist performance fee (as mentioned under 3a) to the bank account of The Artist as mentioned hereunder within ten (10) days upon receiving an invoice. The Artist will provide an invoice for this payment. The payment of the remaining 50% of artist fee and other fees agreed upon, will be remunerated within 7 (seven) days after the concert, to the following (foreign) account:

Bank : 
 Name : The Good Music Company VOF
 City : Rotterdam
 Account : IBAN 
 BIC/SWIFT : 
 Reference : Erik Truffaz Quartet @ Club Parnik on 17 March 2020

4. **General clauses:**

- a. PROMOTOR declares to have taken all necessary insurances to cover all risks liable to prevent the performance from taking place as stipulated under the conditions of this agreement.
- b. The Artist reserves the right of cancelling the performance and nullify this agreement in the event of an Act of God, illness (on presentation of a medical declaration), labor difficulties, strikes, riots, epidemics, governmental restrictions or international emergencies.
- c. In case of late arrival of Artist due to circumstances beyond the control of The Artist (weather, traffic delays, airline/transportation faults etc.), PROMOTOR will use every resource to see that the concert does take place upon arrival of The Artist. The Artist will in all reasonability not be held liable for additional costs as a consequence hereof.
- d. The performance cannot be cancelled without prior consent of The Artist. In case of cancellation by PROMOTOR without prior consent of The Artist, more than one (1) month before the date of performance, PROMOTOR agrees to remunerate a forfeit net fee of 70% of the agreed net artist fee plus accommodation as agreed plus the agreed commission. In case of cancellation by PROMOTOR without prior consent of The Artist, less than one (1) month before the date of performance, PROMOTOR agrees to remunerate a forfeit net fee of 100% of the agreed net artist fee plus accommodation as agreed plus the agreed commission.
- e. PROMOTOR is responsible for damages caused to the personal and provided equipment and instrumentation of and for The Artist at or in the near vicinity of the performance venue, if reasonable guilt or negligence of PROMOTOR or staff/personnel of PROMOTOR is proven.
- f. PROMOTOR agrees upon signing of this agreement with our general Privacy terms, added hereunder (addendum A)
- g. This agreement is governed by Dutch Law and falls within the jurisdiction of the competent courts in Rotterdam, The Netherlands.

AGREED UPON BY BOTH ABOVEMENTIONED PARTIES,

DATE: 6 December 2019

- 8 -01- 2020



The Artist
Erik Truffaz
Rep. Good Music Company, Jurjen Mooiweer



PROMOTOR
Centrum kultury a vzdělávání Moravská Ostrava, p.o.
Rep. by Pavla Filakova

ADDENDUM A

DATA PROCESSING AGREEMENT

Parties

1. The privately held company **Centrum kultury a vzdělávání Moravská Ostrava, p.o.**, located at Sokolská třída 26/175, 702 00 Moravská Ostrava , hereby legally represented by **Pavla Filakova**, hereinafter referred to as: "The Controller"

and

2. The privately held company

The Good Music Company VOF, with registered place of business at **Groothandelsgebouw Rotterdam, Conradstraat 38, 3013AP Rotterdam, The Netherlands**, hereby legally represented by **Mike Bindraban & Jurjen Mooiweer**, hereinafter referred to as: "The Processor"

Jointly hereinafter also referred to as "Parties,"

Consider the following:

- A. The processor shall process personal data for The Controller within that framework;
- B. Responsible for the processing of personal data as the Controller in the sense of Article 4 salutation and under 7 of the General Data Protection Regulation to be considered;
- C. The processor is in respect of the storage and processing of the personal data as The Controller in the sense of article 4 preamble and under 8 AVG;
- D. The Parties also wish – with regard to the provisions of Article 28, third paragraph of the General Data Protection Regulation - to establish in this agreement specific conditions that apply to their relationship in connection with the processing of personal data for the Controller.

And have agrees as follows:

Article 1. Definitions

1. In this Agreement, the following terms with capitalized terms have the following meanings:
AVG: the General Data Protection Regulation;
Data breach: a breach of the security of Personal Data that inadvertently or unlawfully leads to the destruction, loss, modification or unauthorized disclosure of or unauthorized access to transmitted, stored or otherwise processed data
Agreement: the agreement concluded between the Controller and the Processor, under which the Processor will Process Responsible Personal Data;
Personal data: all data that can be traced directly or indirectly to a natural person as referred to in Article 4 preamble and under 1 AVG;
Processing: the processing of Personal Data as referred to in Article 4 preamble and under 2 AVG;
Processor Agreement: the present agreement which forms part of the Agreement;
Processing: the processing of Personal Data by Processor for the Controller based on the Agreement;

2. The provisions of the Agreement apply in full to the Data Processor Agreement. With regard to the processing of Personal Data, the provisions of this Processor Agreement always apply.

Article 2. Data Controller and Data Processor of Personal Data

1. Processor shall process on behalf of the Controller Personal Data in the execution of the Agreement. The provisions of this Processing Agreement shall apply to this Processing.
2. The processing shall take place for the following purposes and concerns the following categories of personal data:
Purposes: To support parties in all artist booking needs;
Categories of personal data: a. All personal data of mutual artist clients processed by parties for the purposes of artist booking, programming, marketing & strategy, and other processes related to artist representation (including usage of agency software tool, including names of artists, venues, bookings, contact information, and any other personal data) submitted by parties
3. The Processor shall only process the Personal Data for the activities mentioned in this Processor Agreement or the Agreement. The Processor shall not make use of the Personal Data in any other way unless the Controller has given explicit and written permission otherwise, or a statutory provision obliges the Processor to do so. In that case, the Processor shall inform the Controller, before the Processing takes place, of the statutory provision, unless not permitted by this legislation.

Article 3. General duty of care Processor

1. The processor must ensure compliance with this Processor Agreement and the statutory rules (such as the AVG) that apply to the Processor. If the Controller so requests, the Processor will inform the Controller of the actions and measures taken by the Processor within the framework of this general duty of care of the Processor.

Article 4. Technical and organizational measures

1. The Processor shall take appropriate technical and organizational measures to secure Personal Data against loss or unlawful Processing. The processor must ensure that the security level sufficiently addresses the risks. These measures will take into account the current state of and the costs of the security measures.
2. The processor shall in any case take measures to protect Personal Data against destruction, against accidental and intentional loss, forgery, unauthorized distribution or access, or against any other form of unlawful Processing.
3. The processor will assist the Responsible in fulfilling the security obligations that rest on the Controller himself.
4. The technical and organizational measures that Processor takes to secure the Personal Data are described upon request.

Article 5. Confidentiality

1. The Processor shall have all employees sign a confidentiality agreement who are involved in the execution of the Agreement - whether or not resulting from or included in the employment contract with those employees - which in any case states that these employees must observe confidentiality with regard to the Personal Data. The Processor shall take all necessary measures, such as screening of employees and security of data carriers, to ensure that confidentiality is maintained.

Article 7. Sub-processors

1. The Processor will use sub-processors as permitted within the framework of this Processor Agreement and the Agreement. The Controller grants permission to the Processor to engage the following parties as subprocessor:
- 2.

Name	Type	Region
Microsoft Azure	Cloud Service Provider	West Europe / Germany
System One Booking Software	Booking Software Webbased	Worldwide
Good Music Company – APP	Application (iOS, Android)	Worldwide
Good Music Company – website	Website	Worldwide
Good Music Company – social media	Facebook, Instagram, Twitter	Worldwide
Good Music Company – newsletter	MailChimp	Worldwide
Good Music Company – e-mail	Google Services	Worldwide

3. The processor shall obligate each sub-processor to substantially fulfill the same confidentiality obligations, notification obligations and security measures in relation to the Processing of Personal Data, as the obligations and measures contained in this Processor Agreement.

Article 8. Liability

1. The liability of Processor towards the Controller is regulated in the Agreement.

Article 9. Infringement in connection with Personal Data (Data breach)

1. If the Contractor becomes aware of a Data breach, it will (i) inform the Controller thereof without unreasonable delay after the Contractor has become aware of the existence of the Data breach and (ii) take all reasonable measures to (further) to prevent and / or limit the breach. When taking the aforementioned measures, the Processor will, wherever possible, refrain from taking measures that are irreversible and / or seriously impede an investigation into the causes of the Data breach.
2. The Processor will cooperate with the Controller and support the Controller in the performance of its legal obligations with respect to the identified incident.

3. The Processor will support the Controller with the reporting obligation to report to the competent data protection authority ("DPA") and / or the person concerned, as referred to in Article 33 paragraph 3 and 34 paragraph 1 AVG. Processor will refrain from independently performing a report of an infringement in connection with Personal Data with the DPA and / or the concerned.

Article 10. Assistance to Controller

1. Under the AVG, the person concerned has a number of rights, including the right of access (Article 15 of the AVG), rectification (Article 16 of the AVG), data change (Article 17 of the AVG), restriction (Article 18 of the AVG), transferability (Art. 20 AVG) and the right of objection (Articles 21 and 22 AVG). The controller must answer requests for the exercise of those rights and the Controller will support the Controller in so far as reasonably possible. For example, if the complaint is submitted to the Processor, the Processor will forward a complaint or request from a data subject as quickly as possible to the Controller.
2. The processor shall support the Controller, as far as reasonably possible, in fulfilling its duty under the GDPR to carry out a data protection impact assessment (articles 35 and 36 AVG). The processor shall provide the controller with all information necessary to demonstrate that the processor complies with its obligations under the AVG. In addition, at the request of the Controller, the Processor will make and contribute to audits, including inspections, by the Controller or a party authorized by the Controller. The controller will inform the Processor in time that, and when, he will make use of this audit right. The number of audits is limited to a maximum of one per year.
3. The processor may charge its reasonable costs for the assistance referred to in this article to the Controller.

Article 11. Termination & Miscellaneous

1. With regard to the termination of this Processor Agreement, the specific provisions of the Agreement apply. Without prejudice to the specific provisions of the Agreement, the Processor will delete all Personal Data at the first request of the Controller or return them to him, and delete existing copies, unless the Processor is legally obliged to store the Personal Data.
2. The Controller will be responsible to adequately inform about (legal) retention periods that apply to the Processing of Personal Data for Processors. Processor will not Process the Personal Data for longer than according to these retention periods.
3. The obligations arising from this Processor Agreement which by their nature are intended to survive termination shall also remain in force after termination of this Processor Agreement.
4. This agreement is governed by Dutch Law and the competent courts in Rotterdam, The Netherlands.