**INDEPENDENT CONTRACTOR AGREEMENT**

**No. SA - 23 / 456**

**Česká filharmonie** (Czech Philharmonic)

having its seat at Alšovo nábřeží 12, 110 01 Praha 1, Czech Republic

Id. No.: 00023264, VAT No.: CZ00023264

represented by Mgr. David Mareček, Ph.D

(“**ČF**”)

and

Mr./Ms./company: **concerti Media GmbH**

having their seat at/residing at: Grindelhof 50, 20146 Hamburg, GERMANY

Id. No./date of birth: HRB 118098

VAT No.: DE 267045953

(the “**Contractor**”)

conclude on the day, month and year set out below the following agreement (the “**Agreement**”):

**Article I**

**Subject Matter of the Agreement**

1. The Contractor undertakes to deliver to ČF the work specified below (the “**Work**”) and to complete it no later than on the date set out below. In case of Work of intangible nature the Contractor shall be obliged, in order to deliver the Work, to perform the activity set out below. In consideration for proper and timely delivery of the Work ČF undertakes to pay the price of the Work to the Contractor, the total and final amount of which is also specified below.
2. Specification of the Work: Advertising space (print and online)
3. Date of delivery of the Work: Print issue: 24.11.2023 / Medium Rectangle (digital) Start 20.11.2023, end 10.12.2023 // files and advertising material has to be provided in time by ČF.
4. Place of delivery of the Work: Print issue: Distribution Germany and Swiss, digital: concerti.de and concerti.ch
5. Price of the Work: EUR 4000 (in words: four thousand EUR)
6. The agreed price of the Work includes all costs expended by the Contract for its performance.
7. ČF shall pay the price of the Work to the Contractor immediately after receipt of invoice, and shall do so to the bank account of the Contractor No. IBAN: DE25430609671112343600 kept with BIC: GENODEM1GLS.
8. The Contractor shall be obliged to issue and deliver to ČF an invoice for the price of the Work with all content required for a tax invoice; otherwise the price of the Work shall not become due.
9. The Contractor shall be obliged to make the Work personally; in any other way only with prior consent of ČF. The Contractor shall be bound by any instructions from ČF concerning the manner in which the Work is to be performed.
10. For the case that during the making of the Work the Contractor participates in, or attends, any event organised by ČF, the Contractor agrees that ČF and subjects cooperating with ČF shall be entitled to make recordings from any such event (including audio visual), which may also record the Contractor, and shall be entitled, at their discretion, to process and exploit any such recordings, hand them over to third persons or publish them through any media. The Contractor confirms that the making and exploitation of any such recordings, or any other handling of them, are reflected in the agreed price of the Work and the Contractor shall not be entitled to any further remuneration for them.

**Article II**

**Validity and Effectiveness**

This Agreement becomes valid upon its conclusion and effective upon its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended. Publication of this Agreement in the Register of Contract pursuant to Act No. 340/2015 Coll., as amended, shall be procured by ČF. The Parties acknowledge that this Agreement does not contain any provisions which should not be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended. Any Party which provided any personal data in this Agreement consents that they may be contained in the text of the Agreement published in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended; if the Party provided any personal data concerning a third person, the Party declares and is responsible that it has such consent from the concerned third person if such consent of the third person is necessary under the applicable law.

**Article III**

**Final Provisions**

* 1. This Agreement shall be governed by the laws of the Czech Republic, in particular by relevant provisions of the Act No. 89/2012 Coll., the Civil Code, as amended. Any disputes arising out of this Agreement or in connection with it shall by heard and determined by ordinary courts of the Czech Republic.
  2. Should any provision of this Agreement be found invalid, ineffective or unenforceable, the Parties undertake to replace such provision by a provision valid, effective and enforceable, whose purpose and meaning shall be identical, or as similar as possible, to the purpose and meaning of the invalid, ineffective or unenforceable provision.
  3. This Agreement is executed in two counterparts, of which each Party shall receive one.
  4. Any changes or supplements to this Agreement shall be carried out in writing by means of numbered amendments executed by both Parties.

Given in Prague on 23 October 2023

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ČF Contractor

Drafted and verified by: XXX

Approved by: XXX