**ARTIST AGREEMENT**

The undersigned:

Challenge Music Rights B.V., a private company with limited liability, having its registered office at Oosterbeek (Renkum), Chamber of Commerce nr. 09123529, postal address Siliciumweg 22, 3812 SX, Amersfoort for these presents duly represented by Mr Marcel Landman, hereinafter to be referred to as the 'Company';

AndName : **Janáčkova filharmonie Ostrava, p. o.**| **Janáček Philharmonic Ostrava**hereby represented by : Mgr. Jan Žemla, Director

Address : 28. října 124

Postal code : 702 00 City : Ostrava, Czech Republic

hereinafter to be referred to as the 'Artist';

Whereas:

1. the Artist is a (professional) musician and/or singer who wishes to engage the Company to make audio and video recordings of, publish, and trade his/her/their performance of musical works, or cause third parties to do same;
2. the Company engages in the making and exploiting of audio and/or video recordings;
3. the parties have consulted with each other and reached agreement on the matters set forth in this agreement and its appendixes (hereinafter referred to as Agreement’ );

declare that they have agreed as follows:

1. DefinitiONs

For the purpose of this Agreement the following terms shall have the following meanings:

1.1 Album:

a Reproduction consisting of a collection of Tracks of performances by the Artist sufficient to cover the play time of a normal CD;

1.2 Artwork:

all photographic and graphic designs of any nature whatsoever, created and/or suitable for use for the purpose of Exploitation and sales promoting communications in any way whatsoever, including but not limited to communications in dailies and newspapers, as well as on radio, television, internet, and mobile networks, on flyers, inlay cards, covers, boxes and packing material;

1.3 Appendix/Appendices:

 the appendices attached hereto forming an integral part of this Agreement;

1.4 Compilation:

 a Reproduction consisting of a collection of Tracks originating from various Masters and/or various artists;

1.5 Digital Distribution:

 Digital Distribution, including any form of digital distribution of Recordings and/or the name, stage name, if any, pictures, wallpapers, portraits, and (operator) logos of the Artist (via electronic distribution channels, internet, mobile telephony or otherwise), including but not limited to “streaming”, “downloading”, “webcasting”, “narrowcasting”, and “simulcasting”;

1.6 Exploit/Exploitation:

any paid or unpaid commercial or non-commercial use of rights, either together with third-party Recordings or otherwise, including but not limited to creating, reproducing, selling, delivering or otherwise marketing and/or offering, having in stock for such purpose, renting out or lending to the public, distribution, playing, as well as broadcasting and rebroadcasting via radio, cable, mobile network or other network, database, television, satellite, internet, streaming, downloads (or any other Digital Distribution on either Track and/or Album level), creation of “sound samples” and/or interactive Reproductions, GPRS, UMTS, to include the Recordings or any parts thereof in a database or other type of collection or any other form of publication or distribution of Recordings or arrangements thereof, or causing third parties to do same, either electronically via a modem or by storage in, transmission to, and playing from databases or any other – known or not yet known – medium, as well as all such acts referred to herein or otherwise to make, or cause third parties to make, the Recordings or any parts thereof accessible to the public or otherwise publish, or cause third parties to publish;

1.7 Master:

 the analogue or digital video and/or audio and/or information carrier consisting of one or more Tracks, the Title and the Artist for each Track being described in further detail in the Appendix/

Appendices to this Agreement, playing the original Recording/s, suitable for use without further adjustments to create, or cause third parties to create, the highest quality Reproductions for exploitation purposes;

1.8 Net Amounts Received:

the value invoiced by the Company to its customers and consumers for all Reproductions sold by the Company and actually paid and not returned, less the costs charged by the customer and any (trade) discounts granted by the Company to its customers and the net value received from it's Digital Distribution partners deriving from i.e steaming and downloads and actually paid (hence less the costs charged by the digital distribution partners and any (trade) discounts granted by said digital distribution partners to its customers);

1.9 Recording:

 any recording of video and/or information and/or audio, or a combination thereof, created, or suitable for use, for the purpose of creating Reproductions thereof that are capable of – simultaneously or otherwise – playing information and/or video and/or audio;

1.10 Release:

 commencement of Exploitation by, in any way whatsoever, marketing, or causing third parties to market, Reproductions in a specific configuration in a certain country on a certain date (the Release Date);

1.11 Reproduction:

any direct or indirect, temporary or permanent, full or partial, analogue and/or digital reproduction, created using any tools and/or in any form whatsoever, of one or more Recordings, or parts of such Recordings, as reflected by the Master, for Exploitation purposes, including but not limited to records, compact discs, mini discs and other MO discs, SACD, DVD, BluRay Discs and similar laser-read carriers, video and/or audio files, databases, video, streams, downloads, USB sticks, mobile telephones, and hard discs and other audio and/or video and/or information carriers, according to – known and not yet known, foreseeable and not yet foreseeable – technology of recording and playing;

1.12 Territory:

 the entire world/ worldwide;

1.13 Title:

 a musical work performed or to be performed by the Artist for the purpose of one or more Recordings under this Agreement;

1.14 Track:

 part of the Master containing a Recording of a certain performance of a certain Title by the Artist, on a trial basis, unfinished or rejected by the Company or otherwise.

1. AGREEMENt

2.1 This Agreement is entered into for the Recording and Exploitation of at least 1 (one) Album and shall take effect on the date of signing by the Parties.

2.2 By signing this Agreement the Artist grants the Company the exclusive rights, as a result of which the Company shall be solely authorized (also to the exclusion of the Artist himself) to create Recordings/ Reproductions of the works to be performed by the Artist as mentioned in the Appendix during the term of the Agreement.

1. TRANSFER AND ASSIGNMENT OF RIGHTS
	1. By signing this Agreement, the Artist hereby fully and unconditionally – to the extent necessary in advance – transfers and assigns to the Company all rights in and to the (master) Recordings under this Agreement that the Artist may have, including the neighbouring rights of the Artist as the phonogram producer of the Recordings. The transfer and assignment of rights to the Company is valid for all countries in the Territory and for the full duration of the rights. With the transfer and assignment of rights the Company shall acquire the exclusive, full, unrestricted right to exploit, or have third parties exploit, the Recordings or any parts thereof in any way whatsoever. The Company hereby accepts the transfer of rights by the Artist to the Company.
	2. In no way does this Agreement imply the transfer of intellectual property rights as composer or writer by the Artist to the Company. The transfer of rights granted above expressly does not include the Artist’s rights and/or entitlements to fees in respect of performing artists with respect to the Dutch Neighbouring Rights Act.
	3. The Artist hereby grants the Company the non-exclusive right, without any prior consent being required, throughout the Territory, to use the name, stage name, as well as the artistic way in which such name is depicted and carried, the trademark, the trade name, biographic particulars, relevant portrait, photographic and film material, of all performing artists who have cooperated in the Recordings, in connection with the Exploitation of the Recordings, in the broadest sense.
	4. As a result of the transfer of rights as referred to in article 3.1, the Company shall be entitled to the exclusive, worldwide, irrevocable, unrestricted and perpetual right to Exploit, or cause third parties to Exploit, the Recordings created hereunder, or any parts thereof, anywhere in the world, at any price and in any way or form whatsoever, according to technologies known now or in the future, under any such label, brand or trade name as the Company may desire, either in connection with Recordings not created hereunder or otherwise, either interactively or otherwise, including the creation, reproduction, sale and distribution of Reproductions and playing, or causing third parties to play, such Recordings.
	5. The Company shall be authorized to (sub-) license all or part of its rights to third parties, either on an exclusive or on a non-exclusive basis. The Company shall be authorized to assign all or part of its rights and obligations hereunder to a third party. The Artist hereby – should the occasion arise – grants its consent in that respect.
	6. The Artist shall not be authorized to assign all or part of the rights and/or obligations hereunder to any third party.
	7. The Company shall, to the extent that it does not have certain expertise or cannot carry out Exploitation in-house, contract out forms of exploitation to third parties to the extent possible. The Company shall consult with the Artist in that respect as often as may be necessary. In the event of a difference of opinion, the Company’s choice shall be binding.
2. SelectiON OF TITLES AND RECORDINGS BY THe Artist

4.1 After consultation with the Artist, the Company shall determine the way in, and the technology or technologies with, which the Recordings will be created. After consultation with the Artist, the Company shall determine the Artwork, the name of the Album, and the configurations for publication of the Recordings. The Company shall make the repertoire selection, after consultation with the Artist. The Artist may submit repertoire proposals to the Company. In the event of a difference of opinion between the parties with respect to the selection of a (musical) work to be recorded, the Company shall have the decisive vote, respecting the Artist’s reasonable wishes to the extent possible.

1. TitLE exclusivitY

5.1 For a period of 15 (fifteen) years after the Company has created, or caused third parties to create, a Recording of performances by the Artist of a specific Title, or has acquired the rights in such Recordings, and without prejudice to termination of this Agreement for any reason whatsoever, the Artist shall not perform such Title or any arrangement thereof for the

 purpose of creation of Recordings (including but not limited to any radio, television and/or film Recordings) by or together with third parties, or directly or indirectly by himself, or allow third parties to create Recordings of his performances of such Title, or allow the exploitation in any way or form whatsoever, either by third parties or directly or indirectly by himself, of any such Recordings created without the Company’s prior written consent.

1. PromotiON AND promotiONAL PERFORMANCES

6.1 In view of the Exploitation of the Recordings the Artist undertakes to render all reasonable cooperation to the Company in the area of promotion and publicity, including with respect to the Artist’s availability for photo shoots, radio and television performances, giving interviews and/or press conferences and, in general, all such activities as may create the necessary publicity and promotion in respect of the Artist and/or his performances.

6.2 The Company shall reimburse the Artist’s pre-approved reasonable travel and lodging expenses if the Artist undertakes promotional activities at the Company’s request. The Artist shall not receive any other fees for cooperation in promotional activities.

1. COSTS OF RECORDINGS
	1. All costs incurred in connection with the performance of this Agreement in respect of Recordings, (recording (engineer), editing, mastering, rent instruments and venue/studio, tuning etc.), promotion, performances, all reasonable travel and lodging expenses in that respect, costs of photographs, Artwork, (rights on and payments for) sheet music and all other costs in respect of the exercise of the Artist’s profession shall be paid by the Artist. During recordings, the Artist pays for the food and drinks.
	2. Company shall pay for the license for the sheet music (relevant to the exploitation of the recording via a carrier (such as CD) and digitally to Albersen. The cost of these licences are:
2. Shostakovich - Symphony no. 9 (25’) € 1625,-
3. Shostakovich - Symphony no. 6 (34’) € 2210,-
4. Shostakovich - Symphony no. 10 (50’) € 3250 (disk 2 , subject to a separate agreement)
	1. The Artist will provide the necessary materials, such as texts and pictures, for the Artwork. The Artist indemnifies the Company that these materials do not infringe the rights of third parties. If the Artist cannot supply these materials, or if these are not sufficient according to the Company, the Parties shall after consultation, share the costs (50/50) to create these materials. After consultation with the Artist, the Company shall determine the Artwork of the Album. If a photo-shoot is necessary, Company’s in-house photographer will do this with no further charge to the Artist. Artist will receive the cover photo and one press photo for his own promotion and use. If the Artist desires supplementary photos for this shoot the Company will charge extra costs and shall provide the Artist with a quotation in advance.

7.3 Liner notes will be preferably written by the Artist or otherwise delivered by the Artist at it’s own expense

1. FEES

The sole fee to be paid by the Company to the Artist in consideration of the rights assigned and granted and performances delivered shall be royalties. The royalty percentage shall be computed as follows:

8.1 Reproductions sold via normal outlets, Internet and/or the Company’s website: 12%. If the amount of 10.000 Reproductions sold (physical sales) is reached, the royalty percentage as mentioned above is augmented with 3% for each Reproduction sold above 10.000 copies (bestseller clause).

8.2 Reproductions sold via Digital Distribution: 12%. If the amount of 50.000 euro Net Amounts Received (Digital Distribution) is reached the royalty percentage as mentioned above is augmented with 3% for all Net Revenue Received above the 50.000 euro (bestseller clause).

8.3 No Royalties shall be due in respect of Reproductions freely distributed for review, promotion or publicity purposes and Reproductions for which the Company does not receive any fee or payment;

8.4 With respect to Reproductions only partially containing Recordings (i.e. compilations) produced in accordance with this Agreement the payments to the Artist shall be reduced on a pro rata basis.

* 1. The parties agree that the Company shall not pay any royalties as mentioned in clause 8.1 until

500 pieces of Reproductions have been sold (physical), to the extent actually paid and not returned and that the Company shall not pay any royalties as mentioned in clause 8.2 until Net Revenue Received of 1000 euro’s is reached (Digital Distribution).

8.6 The Royalties shall be computed based on the Net Amounts Received.

* 1. With respect to sub-licences granted to third parties the royalties shall be set at 12%, computed based on all net amounts actually received by the Company, exclusive of turnover taxes and excise duties.
	2. If the Company should receive a lump sum as a final payment for the Exploitation of the Titles other than by way of public performance or radio or television broadcasting of the audio Recordings, rather than a fee in the form of Royalties, the Royalties payable to the Artist shall be replaced by a fee equalling 12% of the net sum thus received by the Company.
	3. With respect to the transfer of rights in Recordings and Reproductions and licences to use the name, stage name, logo and pictures of the Artist, as provided herein, no fees shall be due to the Artist other than those provided for in this Agreement.
1. STATEMENTS, PAYMENT and AUDIT

9.1 The Company shall draw up detailed statements of the settlement for each calendar semester

 within 90 (ninety) days of 30 June and 31 December of each year after first Release. The statement will be made available after request of the Artist. Statements are considered approved if the Artist does not contest the respective statement with provision of reasons within 6 weeks after receipt.

9.2 Following receipt of the settlement, the Artist shall issue an invoice to the Company payable by the Company within 30 (thirty) days of the date of the invoice. Royalties shall not be paid until the royalties, together with any balances for previous settlement periods, total at least EUR 200 (exclusive of VAT).

1. ARTIST AS A GROUP

[Note: if this agreement is entered into with a group of artists, all names of the members of the group are to be included at the end of the agreement and each individual member of the group is to sign the agreement.]

10.1 If this Agreement is entered into with a group of performing artists the following provisions shall apply.

10.2 Group members shall be bound by this Agreement both jointly and individually.

10.3 Any payments by the Company hereunder shall be made to one single bank account for the entire group. Payments shall discharge the Company’s payment obligations visàvis each individual group member, including a member who leaves or has left the group.

1. ARTIST’S WarRanties

11.1 The Artist warrants that he is not precluded by any obligation whatsoever from entering into and performing this Agreement with the Company, and that he is authorized and entitled to transfer or grant the rights described herein to the Company, and that he will remain authorized and entitled thereto throughout the term of this Agreement.

11.2 The Artist warrants that, with the exception of the works communicated in writing to the Company upon signing of this Agreement, none of the works to be performed by him hereunder have, in any form whatsoever, been performed before for the purpose of third-party creation of Recordings.

11.3 The Artist warrants visàvis the Company that no Recordings created hereunder use any fragments from any other work, performance or spoken text, or any Recording thereof, without the prior consent of the relevant right owners.

11.4 The Artist has received approval from the musician’s appearing/playing on this Album to enter into this agreement, and is authorized to sign on their behalf. The Company does not have any financial obligation towards the above-mentioned musicians. The Artist shall indemnify the Company and its successors in title against any costs and damages of any nature or in any form whatsoever from the above-mentioned musicians, on the conditions set forth in article 11.6.

11.5 The Artist warrants, to the extent that the Artist provides the Company with any portraits,

texts and pictures, that he has power of disposal in this respect. The Artist shall indemnify the Company against any third-party claims in this respect, of any nature whatsoever.

11.6 The Artist shall indemnify and hold harmless the Company against any third-party claims in respect of the rights granted by the Artist to the Company in this Agreement and the obligations undertaken by the Artist visàvis the Company hereunder, and shall compensate the Company for any damage, including costs of proceedings and costs of legal assistance, that may ensue from any violation of the warranties issued and other obligations imposed on the Artist.

1. genERAl

12.1 The Company shall provide the Artist with 100 promotional copies (for which the shipping costs will be charged). Furthermore, after Release the Artist shall be authorized to purchase Reproductions from the Company, against payment in advance, at a price equal to the published price to dealer (PPD, currently € 13,15 ) less a 35% discount, plus VAT and costs of transport. These Recordings may not be used for commercial purposes, including but not limited to offering the CDs for sale to retailers or other channels to which the competition offers its product for sale. The Artist may, however, sell CDs during his performances or on his website (or via Bandcamp). No royalties shall be due by the Company to the Artist in respect of these Reproductions sold referred to in this article.

12.2 The Artist shall purchase 300 copies prior to the Release Date on the conditions set forth in article 12.1 at a price equal to € 7,00 per CD plus VAT and costs of transport against payment in advance (before the order goes to the pressing plant). No royalties shall be due by the Company to the Artist in respect of these Reproductions sold referred to in this article.

12.3 If the initial quantity of copies of the first production run is sold out, the parties hereby agree that additional CD’s shall only be pressed if Artist agrees to purchase at least 200 copies on the conditions set forth in article 12.1 against payment in advance, at a price equal to the published price to dealer (PPD) less a 40% discount, plus VAT and costs of transport. No royalties shall be due by the Company to the Artist in respect of these Reproductions sold referred to in this article.

12.4 The voidness or nullification, for any reason whatsoever, of all or part of any provision of this Agreement shall not affect the validity of the other provisions. In the event that all or part of any of the provisions of this Agreement proves to be void or is nullified, the parties shall reasonably consult to agree on a replacement provision the contents of which are as close to the wording and purport of this Agreement as possible.

12.5 The Artist declares that he has been given the opportunity by the Company to seek advice in respect of this Agreement before signing it and has, therefore, consulted with a legal consultant or has voluntarily waived such right.

12.6 The present Agreement does not in any way whatsoever create an employment relationship.

12.7 This Agreement supersedes any previous oral and written agreements between the parties on the subject hereof. Any additions or amendments to this Agreement shall be valid only if agreed in writing and signed by all parties.

12.8 The wording and performance of this Agreement shall be governed by the laws of the Netherlands Any disputes between the parties in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

AGREED AND SIGNED IN DUPLICATE

In Ostrava, the Czech Republic on 18th June 2025

in Amersfoort, the Netherlands on \_\_\_\_\_ June 2025

ARTIST COMPANY

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

**Janáčkova filharmonie Ostrava, p. o.** Marcel Landman

**Janáček Philharmonic Ostrava**

**Represented by Mgr. Jan Žemla**

Appendix

Recordings of the Master and relevant Titles/ Tracks on this Master

Musicians : Janáček Philharmonic Ostrava - Daniel Raiskin

Composer : Dmitri Shostakovich

Work : Symphony No. 6 in B minor, Op. 54 & Symphony No. 9 in E-flat major, Op. 70

Recording date : June 23-25, 2026 (S9), September 11-16, 2025 (S6)

Recorded at studio : Vesmír Concert Hall, Ostrava, Czech Republic

Album title : tbc

Recording Engineer : Pavel Kunčar, Jana Jelínková

Producer: : Holger Urbach

Commencement of licence period : Date of commercial Release

Release date : April 2026: Symphonies nos. 6&9 (subject to change)

Catalogue number : CC720043

Barcode/EAN code : 0608917200430

Label : Challenge Classics

Data set:

|  |  |
| --- | --- |
| ***Invoice address details:*** |   |
| **Full Name:** |  Janáčkova filharmonie Ostrava, p. o. |
| **Company name (if available):** | Janáček Philharmonic Ostrava |
| **Address 1:** |  28. října 124 |
| **Address 2:** |   |
| **Zip code:** |  702 00 |
| **Town:** |  Ostrava  |
| **Country:** |  Czech Republic |
| **tel. Number:** |  xxxxxxxxxxxxxxx |
| **\*email address:** | xxxxxxxxxxxxxxxxxx |
| **\*International EU VAT Number:**  |  CZ00373222 |
|  |  |
| ***Artist / Delivery address for CD’s if different from address above*** |   |
| **Full Name:** |  Janáčkova filharmonie Ostrava, p. o. |
| **Address 1:** |  Varenská 2723 |
| **Address 2:** |   |
| **Zip code:** |  702 00 |
| **Town:** |  Ostrava |
| **Country:** |  Czech Republic  |
| **\*tel. Number:** | xxxxxxxxxxxxxxxxx |
| **\*email address:** |  xxxxxxxxxxxxxxxxx |
| **\*= shipper needs to be able to contact you** |   |

Original approved deal memo

REORDING COSTS:

We will contribute either to you or directly to the relevant Publish House the below mentioned sheet music costs

Shostakovich - Symphony no. 9 in June-July 2025 (25’) € 1625,-

Shostakovich - Symphony no. 6 in September 2025 (34’) € 2210,-

Shostakovich - Symphony no. 10 in May 2026 (50’) € 3250,- (disk 2, in separate agreement)

The above would cover the basics of our general master deal of which the further basic condition are

**Masterdeal**

**-worldwide release**

**Royalties\* physical 12% from 500 units sold onwards**

**Royalties\* digital 12% after a Net Revenue Received of 1000 euro's is reached**

**100 free CD's**

**Purchase by Artist of 300 cd's à 7 euro, payable in advance before order goes to pressing plant (all royaltors combined - maybe MO would like to purchase copies too)**

**future supplementary Purchase by Artist of cd's at PPD minus 35%**

**Public Performance Producer Rights related revenue for us to compensate promotion / performers part for artist**

**Everything is always excluding VAT and transportation costs**

**Pressing and printing CD' s paid by Challenge**

**Designs by us based on pictures or images and texts provided by artist**

**Photograph by our in-house photographer**

**\* royalty  indication for all royaltors together**