

2025/0212

AGREEMENT made on 01.08.2025

BETWEEN

- (1) **Symfonický orchestr hlavního města Prahy FOK (Prague Symphony Orchestra)** whose registered office is at náměstí Republiky 5, 110 00 Praha 1, Czech republic, hereafter referred to as "the Promoter"); and
- (2) **Israel Philharmonic Orchestra** having its principal place of business at 1, Huberman St, P.O. Box 23500, Tel Aviv 612 340, Israel, hereafter referred to as "the IPO"

WHEREAS

- (A) Promoter wishes to engage the **IPO** under the baton of **Maestro Lahav Shani** as well as the **Soloists**, as defined herein, for the Engagement detailed below and subject to the terms hereof.
- (B) The IPO has agreed to accept the Engagement and render performances to the Promoter in accordance with the provisions of this Agreement and subject to its terms and conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. SPECIAL TERMS/DEFINITIONS

- 1.1 THE CONCERTS, PROGRAMMES AND VENUES November 12th and 13th 2025 at 19:30 **at** Smetana hall, Náměstí Republiky 1090, 110 00 Staré Město

Israel Philharmonic Orchestra
Lahav Shani, Conductor
Yefim Bronfman, Violin

Beethoven Piano Concerto N° 5

Tchaikovsky: Symphony N°5

- 1.2 THE REHEARSALS FOR THE CONCERTS NOVEMBER 29

Smetana Hall
November 12th from 17:00 – 18:30

- 1.3 CONDUCTOR

Lahav Shani (included in the contract)

- 1.4 SOLOISTS

Yefim Bronfman, piano (included in the contract)

- 1.5 ORCHESTRA

Israel Philharmonic Orchestra

- 1.6 FEE AND EXPENSES

The Promoter will pay the IPO a fee as follows:

EUR 205.000, both Concerts included (**a total of EUR two hundred and five**) net of all taxes.

IN ADDITION

a. the Promoter shall arrange and pay for the following expenses:

- i Hotel accommodation for the Touring Party as outlined in clause 4.1.a (iii); and

- ii Local transportation for Touring Party as outlined in clauses 3.2 (b) 4.1 (iv); and

1.7 THE TOURING PARTY

All personnel attending the tour on behalf of the IPO, including the Orchestra, Touring Crew / Management to a maximum total of 113 pax

2. FEES AND EXPENSES

- 2.1 The Promoter shall pay the Fee by direct bank transfer to IPO and upon receipt of invoice, following this payment schedule:

205.000 Euro not later than November 14th, 2025

The Promoter shall bear all expenses relating to the bank transfer

All bank transfers will be paid into the account as follows:

Bank Leumi Le-Israel B.M

Branch Lev Dizengoff Branch (806)

Bank Address 50 Dizengoff St., Tel Aviv 6433222

IBAN IL780108060000065230068

SWIFT CODE LUMIILITXXX

Account number: 65230068

All bank transfers must be accompanied by a transfer confirmation emailed to alisa@ipo.co.il

3. IPO'S RESPONSIBILITIES

- 3.1 Subject to full and timely compliance by the Promoter with all of its obligations hereunder, the IPO undertakes and agrees to attend the Concerts and all necessary rehearsals.

- 3.2 Without limitation to the generality of the foregoing the IPO agrees to arrange:

- (a) all international travels to and from Prague of the Touring Party.
- (b) inform the Promoter of the Touring Party's requirements for local transfers from and to the airport;
- (c) payment of music rental fees, royalties and performing fees (if applicable) but excluding musical performing rights licences which are the responsibility of the Promoter), preliminary rehearsals and insurance for individual members, their luggage, instruments and other necessary equipment;
- (d) provide all necessary instruments and equipment for the Concert unless otherwise specified and agreed in writing with the Promoter (except the instrument mentioned in point 4.1.c iii and supplied by the Promoter);
- (e) forward to the Promoter biographies, photographs and other biographical material of the Orchestra for use in the promotion of the Engagement, and for inclusion in the Concert Programmes as appropriate. IPO shall specify the exact usage of individual photos.

4. PROMOTER'S RESPONSIBILITIES

4.1 The Promoter undertakes and agrees that it shall:

- (a) be responsible and pay for all expenses concerning the Concerts and their arrangements, except for expenses which the IPO had explicitly agreed to pay, as set out in this agreement;
- (b) Transport, Accommodation and Subsistence:
 - i. arrange and pay for non-smoking accommodation in Prague for the Orchestra and Touring Crew / Management in single and double rooms for single use with private bathrooms and including full hot breakfast buffet. Check-in on November 12th 2025 / check-out November 14th 2025 (unless otherwise notified by the IPO). The IPO shall provide a rooming list not later than 20.10.2025.
 - ii. arrange and pay for local transportation of the Touring Party between the venue and hotel for both concerts.
 - iii. be responsible and pay for all other expenses concerning the Concerts and their arrangements, except for expenses which the IPO had explicitly agreed to pay, as set out in this agreement.
- (c) Provide all necessary papers for work permit/visa applications as required by law (if applicable).
- (d) Venue:
 - i. Pay for and make the Venues available for all Rehearsals as detailed in clause 1.1. and 1.2 with adequate time for load-in, stage build and technical preparation (exact times to be mutually agreed by the Parties);
 - ii. ensure the Venue has sufficient and adequate chairs, staging, music stands, lighting and heating as specified by the IPO in advance together with all technical and other staff necessary to ensure the proper presentation of the concerts;
 - iii. ensure the provision of properly tuned Grand Concert Piano (A442) for the rehearsal and Concerts on 12.11. + 13.11.2025.
 - iv. ensure the performance venue has sufficient and adequately secure dressing rooms and facilities for the Orchestra, Soloists and Conductor;
 - v. provide adequate personnel for the loading and unloading of the instruments;
 - vi. ensure no members of the public, press or media are admitted to rehearsals without prior agreement in writing from the IPO;
 - vii. ensure tea/coffee and mineral water is available to performers during the rehearsal and Concerts.
 - viii. provide all licences including without limitation, musical performing rights licences, necessary for the Concerts to take place;
- (e) Advertising / Publicity:
 - i. be responsible for ensuring the Concerts are adequately and appropriately advertised and that any of the IPO's Sponsors are given appropriate credit, subject

to agreement by the Promoter (see clause 6). Prior to printing the Promoter shall forward to the IPO the relevant material for approval). IPO undertakes to not unreasonably withheld approval and answer within 72 hours.

5. COMPLIMENTARY / PRE-RESERVED TICKETS AND GUESTS

- 5.1 The Promoter shall make available at no cost to the IPO, 20 tickets per Concert in first category (well-placed seats) as well as 10 programmes per Concert.
- 5.2 In addition, the Promoter shall reserve 20 tickets in the first category per Concert for purchase by the IPO foundation.

6. MEDIA EXPLOITATION

- 6.1 No part of the Concerts or Rehearsals may be reproduced, broadcast or recorded in any medium, or for any reason whatsoever without the prior written agreement of the IPO.
- 6.2 For the avoidance of doubt, this contract does not cover rights in commercial or non-commercial audio, and / or video media, nor internet streaming, casting or downloading of any kind unless specifically agreed herein. Any such exploitation is subject to prior written consent of the IPO.
- 6.3 Up to three (3) minutes of NEWS ACCESS of the Rehearsals or Concerts may be recorded and broadcast for a news item if the IPO's written permission is sought in advance.

7. GENERAL CONDITIONS

- 7.1 The parties hereto acknowledge that notwithstanding anything set out in this Agreement the sale of tickets to the Concerts shall be the sole responsibility of the Promoter who shall be entitled to make and to receive such charges for admission to the Concert/s as the Promoter shall determine at its sole discretion.
- 7.2 In the event of non-availability of the Conductor and/or Soloist(s) due to illness, injury or any other cause beyond their control, the Parties shall do their best endeavour to engage a suitable replacement, costs of which shall be born by the IPO.
- 7.3 In the event of cancellation of the Concerts as a result of a Force Majeure Event, both Parties shall be relieved from their respective obligations hereunder, provided that in such case, the Promoter shall fully reimburse the IPO for any and all amounts paid and for all obligations incurred by the IPO in connection with this Agreement prior to the date of cancellation of the Concerts. Said amounts shall be paid by the Promoter to the IPO within 7 days after the IPO provides the Promoter with a list of the relevant amounts and obligations. If the IPO has received the advance payment from the Promoter prior to the occurrence of the Force Majeure the IPO shall return such advancement after the deduction of the expenses incurred by the IPO. For the purpose of this Agreement the term Force Majeure Event shall mean - national strike, war, fire, epidemic (pandemic declared by any Authority at any level - from local to International), and its consequent closure of the borders, cancellation or delay of flights, closure of the venues by the Public Authorities, civil commotion, national calamity, national mourning, acts of government agencies or public authorities, including, but not limited to, acts for any and all judicial decision enforcement proceedings against the instruments and/or equipment possessed by the IPO and necessary for the Concert(s), illness or other incapacity of IPO musicians, critical for the Concert(s) and certified by a properly qualified medical practitioner or other cause beyond the control of either party and any other reason internationally recognized as force majeure.

7.4. CANCELLATION

- a. If, for reason other than the occurrence of a force majeure event, the Promoter cancels the Concert(s), or in case the Promoter is not fulfilling his obligations as stated above, the Promoter shall pay the IPO the full amount, as specified under clause 2 (205.000,00 Euro) in the full amount to the IPO. In addition, in such event, the IPO will be reimbursed for any reasonable costs incurred by the IPO in connection with the said cancellation.
- b. If, for reason other than the occurrence of a force majeure event, the IPO cancels the Concert(s), or in case the IPO is not fulfilling its obligations as stated above, the IPO shall return to the Promoter any amount received from the Promoter to the account of the Promoter upon the receipt of the proper invoice. In addition, the Promoter will be reimbursed for any reasonable proven costs, actually incurred by the Promoter directly in connection with the said cancellation.
- 7.5. This Agreement replaces and supersedes any prior written or oral agreement between the parties and sets forth the entire agreement between the parties with respect to the subject matters hereof and no amendment of the terms of this Agreement shall be binding unless in writing and signed by both parties.
- 7.6. Should any dispute arise concerning this agreement in connection with its interpretation and/or execution, both Parties shall deliberate in a friendly way to resolve any such dispute. If, however, both Parties fail to reach an agreement, such dispute shall be settled through legal proceeding to be conducted in the courts of the country of the defendant, which shall have exclusive jurisdiction over any such dispute and will be subject to the laws applicable in the defendant's territory.
- 7.7. For the purposes of the Contract, no person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.

Signed:

[Redacted signature]

Date:

29.9.2025



On behalf of Symfonický orchestr hlavního města Prahy FOK (Prague Symphony Orchestra)
Danielem Sobotkou, Executive director

Signed:

[Redacted signature]

Date:

14/9/25

On behalf of Israel Philharmonic Orchestra
Yair Mashiach, General Secretary

THE ISRAEL
PHILHARMONIC ORCHESTRA

