

CONTRACT No. 2025/1024

made between

Symfonický orchestr hl. města Prahy FOK
Prague Symphony Orchestra (hereinafter only „PSO“)
 náměstí Republiky 5, 111 21 Praha 1
 represented by: Ing. Daniel Sobotka
 IČ: 00064475, DIČ: CZ00064475
 Bank details: PPF bank a.s., account No. 2000990007/6000

and

Boris Giltburg – piano (hereinafter only „Artist“)

Represented by: Intermusica Artists' Management Ltd
 Address: 10 Ely Place London, EC1N 6RY, UK
 VAT No. GB355135857

Artist is liable to perform in the place, hall and at the time fixed below.

Date: **February 4 and 5, 2026, 19:30, Smetana Hall, Municipal House**

Programme: Lili Boulanger: D'un matin de printemps
Pyotr Ilyich Tchaikovsky: Piano Concerto No. 1 in B minor Op. 23
 Sergei Prokofiev: Symphony No. 5 in B flat major Op. 100

Conductor: Kevin John Edusei

Rehearsal schedule:

Tue 3.2.2026	09:30-12:30	rehearsal, Smetana Hall
Wed 4.2.2026	10:00-12:30	general rehearsal (open for public), Smetana Hall

1. The fee: 12.500 EUR btto

a) the fee of: 12.500 EURO btto will be paid by the PSO no later than 14 days after the concert (second concert). The Tax will be deducted from the fee under the legal regulations applicable in the Czech Republic (15%), including international double taxation treaties. The fee will be transferred to following bank account:

Beneficiary (Name on account): Intermusica Client Euro

Bank Name: NatWest Plc

Bank Address: Western Avenue, Waterside, Chatnam Maritime, Kent, ME4 4RT

Account No.: 550/01/06318355

IBAN: GB73 NWBK 6072 1106 3183 55

BIC: NWBK GB 2L XXX

Tax resident in: United Kingdom

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b) cost of travel: PSO will provide a lump sum of **300 EUR** to cover the travel costs. The Artist is responsible for his own travel arrangement. The amount will be transferred to the Artist's bank account together with the Fee. The PSO will arrange the airport transfers in Prague.

c) Accommodation: Single room in 1st class hotel will be arranged and paid by the PSO. All extras like telephone, mini-bar, laundry, etc. will be on the Artist's expenses.

Arrival: 2.2.2026/Departure: 6.2.2026 (4 nights)

2. The Artist(s) shall have 4 complimentary tickets for each of the performances stated herein.
3. The PSO reserves the right to change (specify) the dates and times of rehearsals.
4. This Contract is made in 2 copies, both sides will obtain one copy.
5. General Conditions mentioned overleaf constitute an integrate part of the present contract.

General Conditions

- 1) The "Artist(s)" shall mean the artist or all artists covered by this Contract. The "Contractor" shall mean the agency (management) person (including an artist covered hereby) who enters into this Contract either as a principal providing the service(s) of the Artist(s) or as the agent of the Artist(s). The "PSO" shall mean the Prague Symphony Orchestra as Organizer of the concert.
- 2) The Artist(s) / Contractor shall be responsible at the costs of the Artist(s) / Contractor for providing all music, musical instruments, costumes and other items required for the performance(s) to be given hereunder, if not specify differently.
- 3) The Artist(s) shall rehearse and perform to the best of the skill and the ability of the Artist(s) and shall carry out all the reasonable instructions given by the PSO's representative.
- 4) The Contractor warrants that at the time of the signing of this Contract the Artist(s) is/are not under any engagement or bound by any contract which can preclude the Artist(s) from fulfilling this Contract and the Contractor agree(s) that during the continuance of this Contract the Artist(s) will not enter into any such engagement or contract as aforesaid. Likewise, the contracting party undertakes that the artists performing will not appear in Prague with the same programme in the period from the signing of this agreement to the day on which the artistic performance negotiated by this agreement takes place and also 3 months after the concert date indicated in this contract. If the contracting party violates this condition, the PSO is authorised to withdraw from the agreement. In this eventuality the contracting party will have no right to claim remuneration for any kind of expenses that it has incurred in association with the artistic performance negotiated in the agreement. The contracting party is on the contrary obliged to cover the damages incurred by the PSO, especially the costs of promotion and preparing the artistic performance.
- 5) The Artist(s) agrees with recordings of the general rehearsal and the concert(s), that will be used only for archival purposes of the PSO. Any kind of its further commercial as well as noncommercial use will be discussed with the artist and will be determined by a separate contract. The Artist agrees with recordings of shots for media (TV, Radio, internet or another promotion programme) not exceeding 3 minutes for promotional purposes of the PSO.
- 6) The Artist(s)/Contractor undertakes to forward to the PSO (m.buchalova@fok.cz) his/her biography and photo at least 2 months prior to the respective performance. The Contractor/Artist(s) shall ensure that the Contractor/Artist(s) is the owner of the copyright in such notes and photographs at the time when they are forwarded to the PSO.
- 7) It shall be the responsible of the Contractor/Artist(s) to ascertain whether or not a visa is required for the Artist(s) to enter the Czech Republic for the purpose of fulfilling the Contract. If so, the PSO will, if so requested in writing provide reasonable assistance to obtaining the visa.
- 8) The programme of the artistic performance to be performed and described overleaf may only be changed with the agreement of both sides of this contract and in writing form.

9) The PSO shall not be liable to the Artist(s) or the Contractor for any loss or damages or injury to person or property (including instruments) during the carrying out or in connection with this Contract unless caused by the negligence of the PSO and recoverable on that ground. And vice versa.

10) The Artist(s) shall be present at the relevant venue in good time so that the Artist(s) are ready to commence the performance at the time stated herein or such other time(s) as may been agreed with PSO.

11) The Contractor/Artist(s) hereby agree to indemnify fully the PSO in respect of all actions, proceedings, claims, demands, and expenses which may be made or brought against or suffered or incurred by the PSO in consequence of any breach of warranties or obligations herein contained or on the ground that any work to be performed hereunder is an infringement of any other person or is defamatory. And vice versa.

12) If any of the Artist(s) claims inability to perform by reason of illness or physical incapacity, the certificate of a fully qualified medical practitioner providing the fact of such inability to perform shall immediately be sent to the PSO by the Artist and the certificate must state the nature of the illness or physical incapacity and that in consequence thereof the Artist is unable to perform. If this situation should arise within the period of 8 (eight) days (including the day of the artistic performance) prior to the negotiated date of the performance, the contracting party must from its own resources try to find an adequate compensation, in cooperation with the PSO management.

13) X

14) If any one or more performances under this Contract are prevented by force majeure (that is natural catastrophe, accident official labor dispute, riot or civil commotion, rule or in order or act of government – whether local or national, or other act or event of similar or dissimilar nature beyond the reasonable control of the parties hereto), then either party may terminate this Contract in relation to the performance(s) so prevented on the basis that no payment is due from either party to the other respect of the performance(s) so prevented.

15) This Contract shall be interpreted in accordance with the Laws of the Czech Republic, especially of establishments in Copyright Act, Civil Code and Commercial Code and any dispute arising hereunder shall be subject to the jurisdiction of the Tribunals of Commerce in Prague, to which jurisdiction the parties hereby submit.

16) This Contract shall come into force, when signed by both the parties and may not be altered or added to in any way except by writing, which states the modification and which is signed by the parties hereto. The parties to this Contract hereby declare that this Contract has been freely entered into by them.

Date:

Date: 15. 1. 2026

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ARTIST
Intermusica Artist's Management

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PRAGUE SYMPHONY ORCHESTRA
Daniel Sobotka

