**ARTISTIC PERFORMANCE CONTRACT**

concluded pursuant to Act No. 121/2000 Coll. on Copyright and Rights Related to Copyright and on Amendment to Certain Acts (the Copyright Act), as amended, and pursuant to Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”), between the following parties:

**Faber Music Ltd
Bloomsbury House
74/77 Great Russell Street
London WC1B 3DA, UK**
Contact: xxxxxxxxxxxxxxxxxxxxxxxx
(hereinafter referred to as the “**Client**”)

and

**Janáček Philharmonic Ostrava (Janáčkova filharmonie Ostrava, State-funded institution)**

with its registered office at: 28. října 124, 702 00 Ostrava

Company Identification Number: 00373222, Tax Identification Number: CZ00373222

Represented by Mgr. Jan Žemla, Director
Contact: xxxxxxxxxxxxxxxxxxxxxxxxxxxx
(hereinafter referred to as the “**Performer**”)

(the Client and the Performer shall be hereinafter collectively referred to as the “**Contracting** **Parties**”; this Artistic Performance Contract shall be hereinafter referred to as the “**Contract**”)

**I. Subject matter of the Contract**

The subject matter of this Contract is the Artistic Performance (as defined below) of the Performer which shall be recorded for the purposes of the Client or, as the case may be, a third party bound by a contractual relationship with the Client, in Ostrava on 21st September 2018, under conditions specified below in Article II. of this Contract (hereinafter referred to as the “**Production**”).

**II. General provisions**

1. The Client engages the Performer in the recording (mentioned above in Article I. of this Contract) which shall take place in the Ostrava House of Culture according to the following schedule and program:

a. schedule: 21/9 10:00-13:00 + 14:00-17:00

b. program: Wild Austria 1 and 2

2. The Artistic Performance of the Performer shall lie in the interpretation of orchestral works according to the program, under the leadership of the conductor (hereinafter referred to as the “**Artistic Performance**”, with the following cast:

a. members of the orchestra (3 3 3 3 – 4 3 3 1 – cel, hp – 12 10 8 8 5) appointed by the Performer,

b. conductor (David Mitcham) appointed by the Client

**III. Rights and duties of the Contracting Parties**

1. The Performer shall be obliged to deliver the Artistic Performance in time (including his/her arrival for rehearsals according to the schedule).

2. The Performer shall be obliged to provide an appropriate venue for the recording, equipment (including microphones, cabling, tripods, pre-amplifiers, an audio mixer and a recording unit with a minimum of 16 channels) and necessary staff (an audio engineer, a music director), and to make the audio recording, including post-production.

3. Sheet music shall be provided and paid for by the Client, who shall be obliged to send it to the Performer one month before the Production at the latest, if not agreed otherwise.

**IV. Copyrights**

1. By this Contract the Performer assigns to the Client the exclusive licence of the performing artist, namely of the respective orchestra players, for the audio recording of the Production, for its unlimited use of a commercial and other character (such as its release on a CD, spreading it over the internet, presentation material etc.).

2. The Client shall be able to provide the licence (or the partial licence, as the case may be) obtained pursuant to Paragraph 1 of this Article to third parties.

3. Prior to using the recording of the Production, the Client shall be obliged to secure all rights and licences not related to the performing artists (such as copyright etc.), or related to performing artists other than those specified in this Contract.

4. The Client shall be obliged to provide the Performer with a digital copy of the recording of the Production immediately after it is completed.

**V. Remuneration**

1. Pursuant to Article IV of this Contract, the Client undertakes to pay remuneration to the Performer for delivering the Artistic Performance and for the licence, amounting to 5,400 EUR nett (in words: five thousand four hundred Euros) (hereinafter only as “**Remuneration**”). The remuneration shall cover all costs related to the Artistic Performance stipulated above in this Contract, except for costs that shall be borne by the Client under this Contract.

2. The remuneration shall be paid after the delivery of the Artistic Performance against an invoice with a due date after the delivery of the Artistic Performance. The invoice shall be sent to the address of the registered office of the Client or in an electronic form to the contact person stated in the head of this Contract.

3. All transaction fees related to the payment of the Remuneration shall be paid by the Client.

**VI. Contractual fines**

1. If the Performer does not fulfil his obligations arising under this Contract for reasons other than the failure of the Client and for reasons other than those that are beyond his control (political regulation, war, natural catastrophe or similar force majeure event) and this non-fulfilment makes it impossible to deliver the Artistic Performance, the Performer shall be obliged to pay the Client all justifiable expenses that have arisen to the Client due to the cancellation of the Artistic Performance.

2. If the Client does not fulfil its obligations arising under this Contract for reasons other than the failure of the Performer and for reasons other than those that are beyond his control (political regulation, war, natural catastrophe or similar force majeure event) and this non-fulfilment makes it impossible to deliver the Artistic Performance, the Client shall be obliged to pay the Performer the remuneration to the full extent pursuant to Article V. of this Contract.

**VII. Withdrawal from the contract**

Any change of the terms, position, entitlement etc. on the part of any Contracting Party shall not lead to cancellation of rights and obligations arising under this Contract. Substantial alterations of the terms of the Contract (e.g. change of program, schedule, conductor or soloist) shall be subject to mutual and duly documented agreement of both parties.

**VIII. Final provisions**

1. The Contracting Parties confirm that this Contract contains the whole agreement between both Contracting Parties regarding the delivery of the respective Artistic Performance and supersedes any previous agreements.

2. All issues that are not set forth in this Contract are subject to mutual agreement between both Contracting Parties or are governed by the Civil Code. All alterations and new facts shall be duly incorporated in this Contract in the form of written numbered amendments.

3. The Client hereby guarantees the Performer that he has a full right to enter into commitments resulting from this Contract and that he shall not enter into any commitment that could jeopardize their due implementation.

4. The Performer hereby guarantees the Client that he has a full right to enter into commitments resulting from this Contract and that he shall not enter into any commitment that could jeopardize their due implementation.

5. In case any provision of this Contract becomes invalid or ineffective, the validity or effectiveness of this Contract as a whole shall not be affected. In such a case the Contracting Parties undertake to replace the invalid or ineffective provision of this Contract with a valid and effective provision, by which the goal pursued by the invalid or ineffective provision shall be achieved in a permissible way.

6. This Contract is governed by the law of the Czech Republic. Courts of the Czech Republic, that is courts having territorial jurisdiction on the part of the Performer, shall be competent for settlement of any disputes that shall not be settled by the Contracting Parties.

7. This Contract is executed in two identical counterparts, one for each Contracting Party.

8. The Contracting Parties confirm with their own signatures below that they have read the Contract before signing it, they agree with its contents and declare that this Contract reflects their true and real will, it is written intelligibly and definitely, being unencumbered by adverse and otherwise conspicuously inconvenient conditions. The Contract shall enter into force on the date when the last Contracting Party signs it.

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| **David Mitcham** | **Mgr. Jan Žemla** |
| Client | Performer |