

CONTRACT FOR WORK WITH INCORPOREAL RESULT

PURSUANT TO SECTION 2586 AND SECTION 2631 ET SEQ. OF THE CIVIL CODE

Janáček Academy of Music and Performing Arts in Brno

Beethovenova 650/2, 662 15 Brno

ID 62156462, Tax ID CZ62156462

bank connection: Komerční banka, account No.:

Tel.: , fax:

E-mail:

(hereinafter referred to as "Client")

represented by: MgA. Ondřej Vodička, the bursary of the Theatre faculty

and

Paul Bourne,

Identification number:

TAX NUMBER:

Entrepreneur registered in the UNITED KINGDOM

tel.:

e-mail:

(hereinafter referred to as "Contractor")

conclude the following Contract

I

Purpose of the Contract

(1) The Client orders a work with an incorporeal result, which is a subject to production under this Contract with the purpose of its unlimited usage including modification, conjunction with other works or inclusion into collections of works.

(2) The Contractor declares that he has the capacity to perform the work, has the necessary knowledge, skills and experience to satisfy in a professional manner and in the highest quality all the obligations under this Contract and pledges to do so. The Contractor declares that his relation to the Czech Republic for the tax purposes is: foreigner.

II

Subject of work

(1) The work, which is to be produced under this Contract, refers to the completion of workshop "Arts and Business... a Value Proposition: What can they learn from each other?" in compliance with the purpose stated in Article I paragraph 1 hereof; (hereinafter referred to as "Work"). The Work is a part of the project: CRP Internacionalizace.

(2) The Work shall be made with professional care, in compliance with Client's requirements stated in this Contract and pursuant to all relevant legislation.

(3) The Contractor of the Work declares that he acquainted himself with Client's requirements and that these are not of an inappropriate nature and that none of the instructions which the Client provided or will provide is of an inappropriate nature, unless they notify the Contractor 3 days upon the acceptance of such an instruction.

III

Obligations of the Contracting Parties

(1) Under this Contract, the Contractor shall create the Work for the Client at his own expense and risk.

(2) The Client pledges to accept a duly completed Work and pay to the Contractor a price agreed on under the provisions of this Contract.

IV

Delivery and acceptance of the Work

(1) The place of performance is: Janáček Academy of Music and Performing Arts in Brno, Theatre faculty

(2) The Work shall be completed by November 25th 2018

(3) The Work is considered to be duly consummated after its due completion and delivery to the Client in a state allowing the Client to use it, including all the necessary documents and information. An artistic performance is considered delivered after a due creation, unless agreed otherwise.

V

Price of the Work

(1) The total price of the Work is CZK 100 330,- including all taxes, charges and customs duties. From the remuneration the acquirer shall deduct and pay all the taxes and other deductions stipulated by law in the statutory amount if the law requires them to do so. The Client shall deduct the income tax of 15% and the Contractor shall receive a netto amount of CZK 85 281,-. The Contracting Parties agree that the price of the Work is fixed, absolute and will not be revalued.

(2) The price of the Work includes all Contractor's expenses for performance under this Contract even if they were not explicitly stated in the Contract. The Contractor assumes the risk of changes in circumstances.

VI

Terms of payment

(1) The Client shall pay the price of the Work upon a due and perfect completion of the Work and its delivery. The Client shall pay the price of the Work based on an invoice issued by the Contractor which fulfills the requirements of tax and accounting documents or on a Certificate of work completion. The Client shall pay the price of the Work within 30 days after the invoice was delivered from the Contractor or after the Certificate of work completion was issued.

(2) The Client shall pay the price of the Work by a bank transfer to Contractor's bank account stated in the heading hereof. Other agreement on the maturity of remuneration: none.

(3) In case the Contractor is a payer of the value added tax (hereinafter referred to as "VAT") and the bank account stated in the heading hereof is by the date of the payment not an account published by the tax administration pursuant to the VAT Act, the remuneration shall be paid to such an account. If there are multiple such accounts, the remuneration shall be sent to the one designated by the Contractor in writing, otherwise to any of them depending on the choice of the Client. In case no bank connection is published by the tax authority, the Client is entitled to defer the payment until the 30th day after the Contractor notified them in writing of the publication of a new bank account number.

(4) In case the Contractor becomes an unreliable VAT payer under the VAT Act:

- a. he is obliged to inform the Client immediately, the latest during the provision of the first following taxable supply, notify them and give the information necessary for the payment of VAT from the particular supply directly to the relevant tax authority.
- b. the Client has the right to reduce any further payments to the Contractor by the VAT value and pay the VAT from the particular supply in place of the Contractor.

(5) A Contractor who is or who becomes a VAT taxable person is obliged to notify the Client immediately after signing the Contract or immediately after becoming a VAT taxable person, notify them in writing on the bank connection for the bank account published by the tax authority, unless

it has been already specified in the heading of this Contract, and further inform the Client in writing immediately after any changes of this figure.

VII

Rights and obligations of the Contracting Parties

The Contractor shall without undue delay notify the Client in writing of matters which may influence the due and timely completion of the Work or may influence fulfillment of the purpose of this Contract and which result or not result from the documents or information otherwise made available by the Client to the Contractor in order to fulfill this Contract.

VIII

License

(1) The Contractor grants the Client an authorization to use the Work in all possible ways, this authorization is free of charge and not restricted in terms of place, time, amount or otherwise (hereinafter referred to as "License"). In case an exclusive license has been granted, it is under the suspensive condition that the Contractor will employ his right under Section 2378 paragraph 1 of the Civil Code, the Client is granted an authorization to use the Work in all possible ways, this authorization is free of charge and not restricted in terms of place, time, amount or otherwise.

(2) The Client is entitled to modify the Work, connect it with other works or include it into a collection of works. The Client is not obliged to utilize the License and they can give or transfer the rights granted under the License in part or in a whole to a third party. Termination of this license does not terminate or otherwise affect any of the sublicenses granted by the acquirer earlier.

VIIIa

Contractual penalties

(1) Should the Contractor violate his duty to fulfill his obligations duly and in time he is obliged to pay to the Client a contractual penalty in the amount of three times the price of the Work.

(2) Should the Client violate their duty to pay the price of the Work in time they are obliged to pay to the Contractor a contractual penalty of 0.1 % of the price of the Work or the part with which they are in default for each initiated day of the default.

(3) Should the Contractor violate his duty to inform the Client that he is or he became a VAT taxable person or an unreliable VAT payer or fails to notify the Client about his bank account which is published by the tax authority in a manner allowing remote access, the Contractor is obliged to pay the Client a contractual penalty of the amount equal to the VAT of the remuneration.

(4) The Contracting parties agree that Contractor's obligation to pay a contractual penalty does not eliminate Client's right to indemnification and the contractual penalty is payable without invocation on the first day of the calendar month following the month in which the right to the contractual penalty arose.

IX

Final provisions

(1) The Contract is drawn up in three original copies, the Client will receive two of them and the Contractor will receive one of them, and shall come into force upon its signature by the last Contracting Party.

(2) Relations between the Parties arising from this Contract and not regulated by this Contract are governed by the law of the Czech Republic. In case the Contract is drawn up in multiple language versions, the Czech version is binding.

(3) This Contract can only be amended and the resulting relationship established by it ended by a legal act concluded in a written document or submitted through a data box; other forms are

disqualified, unless stated otherwise herein. Each Party may modify the contact information (phone number, email) and addresses stated herein by a written notice to the other Party stating which contact information has been modified and how.

(4) Acceptance of an offer by a Party hereto with an amendment or deviation is not considered an acceptance of an offer to conclude or modify this Contract, even if it does not change the conditions of the offer substantially.

(5) None of the Contracting Parties is entitled to assign the claims which may arise from this relationship or which may be accrued by the other Party in relation to this Contract or this Contract itself to a third Party without a written agreement of the other Contracting Party. The Contractor shall not be entitled to offset his claim against the claim of the purchaser.

(6) The Provider grants the Acquirer its consent with the processing of his personal data provided in this Contract or data which the Acquirer acquired from the relationship established by this Contract or in relation with it; in case of a contract under this project, the Provider agrees to processing and transfer of the listed personal data by third persons for purposes of evidence, monitoring and checking on the project and for similar reasons.

(7) The Contracting Parties declare that they have read the Contract thoroughly, agree with its content and are aware of the obligations arising from it. Both Parties furthermore declare that they conclude this Contract in their genuine and free will, with no pressure or disadvantageous conditions present which they certify with their signatures.

In Dated 15. 11. 2018

In Brno dated 15. 11. 2018

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Contractor

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Client