

KONZERTAGENTUR JÖRG HANNEMANN
NISSENSTRASSE 17 D-20251 HAMBURG
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DEUTSCHE BANK HAMBURG – IBAN:

– BIC: DEUTDEHHXXX

AGENCY AGREEMENT

between

KONZERTAGENTUR JÖRG HANNEMANN, Nissenstr. 17, 20251 Hamburg - hereafter referred HANNEMANN -

and

the Slovak State Philharmonic, Košice, represented by PaedDr. Mgr. art Július Klein, Moyzesova 66, Dornoch, 04001 Košice, Slovakia - hereafter referred ORCHESTRA – agrees to the following:

§ 1 Object of agreement

1. The ORCHESTRA asks HANNEMANN with the planning, organisation and acceptance of the following concerts:

- Date and place:** 27.02.2016 – Bad Pyrmont, 28.02.2016 – Lüdenscheid, 29.02.2016 – Delmenhorst, 01.03.2016 – Stade, 02.03.2016 – Itzehoe, 03.03.2016 – Emden, 04.03.2016 – Uelzen, 05.03.2016 – Helmstedt, 06.03.2016 – Bad Münde
- Conductor:** Zbyněk Müller; Maroš Potokár (only in Bad Pyrmont and in Bad Münde)
- Soloists:** Chi Ho Han, piano; Sergej Eletskiy, clarinet, Noé Inui, violin (only in Bad Münde)
- The orchestra consists of max.:** consists of max. 54 musicians, 2 technicians, 1 director, 1 conductor = 58 persons; the cast in Bad Münde will be: max. 27 musicians, 1 technician, 1 director, 1 conductor = 30 persons
- Programs:** as negotiated

2. The contracting parties of the concert agreements based upon this agency agreement are only the promoter of concerts on one and the orchestra on the other hand. In each case HANNEMANN is only the agent/ middleman and not the contracting party of the concert agreements (§ 164 BGB).

3. ORCHESTRA insures HANNEMANN to complete the mediated concerts properly, especially to arrive at the concert halls on time.

§ 2 Power of proxy

Hereby the ORCHESTRA gives HANNEMANN – for the periods of the agreement beyond recall – the authority of negotiation, conclusion of contracts and collection procedure. Therefore HANNEMANN is instructed to conclude the concert agreements and all other contractual regulations that might be necessary in the name of the ORCHESTRA. Furthermore HANNEMANN is authorized to collect the salaries for ORCHESTRA in his name and forward to crediting and deducting his commission on this.

§ 3 Accessory obligation, Ancillary services

1. HANNEMANN is asked to book the hotels and, if necessary, to organize the travel in the name of ORCHESTRA.

2. ORCHESTRA warrants that latest 6 months prior to the tour all relevant certificates and applications for tax exemption will be submitted according to the requests of the German tax authorities. 4 weeks before the first concert ORCHESTRA has to submit the stage instructions and the room list for the hotels. ORCHESTRA will bring beside all necessary instruments: simple music stands, conductor's music stand, stools for the double bass player, in case such equipment is not available in the hall.

§ 4 Cost, Provision

- a) All cost accumulate by the concerts and every further expenses for the ORCHESTRA as well as potential conductor's fee have to be paid from the concert salaries, as long as HANNEMANN agrees to it and accepts the respective expenses. The ORCHESTRA authorizes HANNEMANN to collect the salaries in the name of the ORCHESTRA (see § 2).

- b) Expenses to be borne by ORCHESTRA: Medical insurance and insurance of the instruments

- c) Expenses to be paid from the orchestra's concert fees by HANNEMANN:

Fee of orchestra: 25.965,- Euro // € 42,50 per person and diem, starting from the day before the first concert and ending with the day after the last concert in Germany. For the group of musicians who will stay for the concert in Bad Münde a per diem of € 60,00 for that day.

+ € 500,- per concert (orchestra has to pay also conductor from this)

Travel: in 2 busses à ca. 50 seats (transport of the instruments in the bus). After the concert in Helmstedt the group will be divided: one group and one bus will stay for the concert in Bad Münde; the other group will go home to Košice.

Accommodation: Accommodation (max. 62 persons incl. 4 drivers) in good middle class hotels (***, **** or ***** according to local facilities) during the tour (29 twins and 4 single rooms) starting from the night before the first concert and ending with the night after the concert in Helmstedt. For the last concert in Bad Münde there will be a hotel reservation of 14 twins and 3 singles.

The difference between the salaries for the concerts and all costs (per diem, hotels, transport etc.) accepted by HANNEMANN is agreed to be his commission.

§ 5 Method of payment

According to the authority of the collection procedure HANNEMANN has to forward the collected amounts to the ORCHESTRA – after the receipt of the salaries and the deduction. HANNEMANN'S commission may be withheld from him.

§ 6 Written form/ Supplementary agreement/ Severability clause/ Choice of law

1. Changes and amendment of this agreement must be in written form. This also applies to any waiver of the written form. There have been no side agreements made.

2. Insofar as any provision of this agreement should be invalid for compelling reasons, this will not affect the validity of the remaining provisions (severability clause). One such invalid provision shall be replaced by a statutory permissible, its meaning and purpose of economic corresponding provision.

3. This agreement is subject of German law.

Hamburg, the 19.10.15

Konzertagentur Jörg Hannemann

Košice, the 01.12.2015

Orchestra

podpísané

podpísané