

Contract of service

Entered into by and between

Hungarian Symphony Orchestra Non-profit Ltd.

Miskolci Szimfonikus Zenekar Nonprofit Kft.

Residence: 3525 Miskolc, Fábrián u. 6/a

Trade Registry Number: 05-09-023696

Tax number: 23834967-2-05

VAT number: HU 23834967

Represented by: Krisztina Pónuzs-Szász managing director,
(Hereinafter: **MSO**)

and

The Slovak State Philharmonic, Kosice

Štátna filharmónia Košice

Residence: Dom umenia Moyzesova 66, 041 01 Kosice, Slovakia

VAT number in EU: SK 2020762535

Bank account/IBAN: SK68 8180 0000 0070 0006 9720

SWIFT: SPSRSKBA

Bank adress: Štátna pokladnica, Radlinského 32, 810 05 Bratislava

Organization identification number (IČO): 00 164 844

Represented by: Julius Klein executive director
(Hereinafter: **SfK**),

in accordance with the following,

1. Object of agreement

MSO assigns the *SfK* to give performance on the *MSO*'s following event in the capacity of **symphony orchestra**:

Date:	23 th February 2018 7 pm
Venue:	House of Arts, Miskolc
Programme:	Moyzes: Tance z Gemera, suite op. 51 Mussorgsky: Songs and dances of death Borodin: Symphony No.2
Soloist:	Roman Janál
Conductor:	Zbynek Müller (Hereinafter: Concert)

2. Obligations of MSO:

- 2.1. The *MSO* provides an exclusive changing and make-up room for the *SfK* during the general rehearsal and the Concert.
- 2.2. *MSO* – enlisting also the services of subcontractors – is entitled and obliged to emit and sell concert tickets for the public. The complete revenue from the performance will go to *MSO*. *MSO* should sell the performance also in season tickets.
- 2.3. *MSO* ensures that the *SfK* will receive 2 pcs. of complimentary tickets for the performance.
- 2.4. *MSO* agrees to promote the concert in its sole discretion, bearing the expenses of all advertising, printing and promotion costs, including the distribution and printing of posters,

brochures and leaflets and on its own website, and through the internet – in accordance with subcontractors' agreements. Performance shall be advertised in MSO's sole discretion with radio and TV spots and by any other kind of broadcasting. In order to this purpose, MSO could assign a third party.

3. Obligations of the SfK

- 3.1. The SfK agrees to participate in the rehearsals at the place and time specified below and guarantees exclusive availability all through the Concert.

23 February 2018 16h00-18h00 general rehearsal, Concert Hall, House of Arts
(Miskolc, Rákóczi str. 5.)

- 3.2. The SfK undertakes to engage **Zbynek Müller** as capacity of conductor and **Román Janál** as capacity of soloist.
- 3.3. The SfK undertakes to give a performance with the best quality possible in the presence of the live audience, at the place and time that has been set forth under Article 1.
- 3.4. The SfK has to take a garment, which is suitable for a concert performance (tail for men, evening dress for women).
- 3.5. The SfK agrees, that latest at the time the contract is signed, it provides MSO up-to-date data and promotional materials (biography, photos, audio- and video-recordings, etc.) about the Artist, so that MSO can produce printed and online materials named in Article 2.4. The SfK shall provide in justifiable way the information and publicity materials, images, etc. relevant to the promotion of the production to the contact, named under Article 7.1. MSO shall be entitled to select the materials.
- 3.6. Should such a request emerge, the SfK undertakes to give TV/radio interviews and permit tele-recordings for news and magazine programs, assist for better and effective promotion.

4. Financial conditions

- 4.1. MSO shall be obliged to pay to the SfK a fee for the performance

7.050 EUR
(seven thousand fifty euros)

under Article 1. in exchange for a valid invoice.

The honorarium shall be paid by bank transfer in return for an invoice issued after the contractual fulfilment of the performance as specified in Section 1. within 30 days.

The SfK is entitled to submit the invoice after certification fulfilment.

By MSO, the Art Secretary is authorized to certify the fulfilment.

- 4.2. The SfK declares, and confirms, that the fee settled in Article 4.1. is defined and fixed as remuneration for the performance under Article 1.

The honorarium includes all of the SfK's expenses in relation to the performance:

- fees of conductor and soloist
- travel costs for musicians
- costs for instruments transport
- rental fee for scores)

furthermore, the license fees related to permitted broadcasting under Article 5.1.2.

- 4.3. The SfK declares that the fee defined under Article 4.1 is the adequate compensation for the performance and the legal royalties. Neither the SfK nor the MSO should claim for any further compensation and give up this claim with signing this contract.
- 4.4. The contracting parties agree that MSO shall undertake to cover the following pertaining expenses to the public presentation of the production.
- 4.4.1. By Act LXXVI. /1999. MSO agrees that any cost that may emerge concerning legal royalties related to the pieces, performed by *SfK* in the performance named above, is also charged to MSO, who pays the licence fee to the office revenue Artisjus.

5. Legal declarations

5.1. Extension of licensed rights

- 5.1.1. The SfK declares, firms and assures, that there is no existing valid contract or agreement with third party, which can partly or entirely arrest, obstruct or restrict the SfK or MSO in the fulfilment of their obligations.
- 5.1.2. The SfK is aware that MSO or other authorised third party should make audio- and video-recordings on the rehearsal and on the Concert only to use parts of it up to five minutes for advertising purposes in the daily news and magazines and on the Internet in accordance with Act LXXVI/ 1999 (§ 37). The Artist shall not be entitled to receive any compensation for such tele-recordings.
All recordings made with commercial purposes shall be the subject of a separate agreement.
- 5.1.3. The SfK permits MSO to make audio- and video recordings about the entire Concert. (Hereinafter: Record).

On this base, MSO is entitled to:

- store the record on computer for archive purposes
- present the archive recordings for professional audience (e.g. on conferences, fairs, etc. which are not open for the public)
- to use or put recordings on MSO's webpage about the performance up to 15 minutes in not downloadable form or use this details for promotion purposes, including records defined in Article 5.1.2.
- to relay the records to the public for promotion purposes by any kind of broadcasting MSO should commission third party

SfK permits the above mentioned archive and promotional usage without requiring any further fees.

MSO guarantees to submit a copy of CD/DVD to SfK.

- 5.1.4. The SfK allows to make photos on the general rehearsal and on the Concert by photographers settled in Article 5.2.3. They should not disturb the Artist/SfK in performing work.
- 5.1.5. The SfK allows to use the SfK's name and image as well as the author and the title of pieces performed in any promotional material (posters, brochures, leaflets Internet). Furthermore the SfK allows the edition of the professional biography and the images, by MSO or the subcontractor.

- 5.1.6. The Artist agrees not to perform the program agreed upon under Article 1. in Miskolc within six months preceding and after the concert.

5.2. Declaration of rights by MSO

- 5.2.1. In accordance with Article 5.1.2., MSO takes the responsibility for and gives legal guarantee that the recordings made with the permission of the SfK will not enter into possession of a third party, and will not be used unauthorised neither by MSO nor by a third party.
- 5.2.2. Photos shall be made on the rehearsals and the Concert only by accredited photographers authorized by MSO to enter the concert. The photos shall be used for news, magazines, an online articles or any other publications about MSO and on MSO's webpage.
- 5.2.3. MSO shall make the best effort to ensure, that on the general rehearsal and the Concert no one is allowed to make any recordings, broadcasting and photos about the performers without the permission of MSO.
- 5.2.4. MSO is entitled to present the contracted sponsor's name and logo on the concert-tickets and other promotional materials.

6. Legal sanctions of the cancellation of the performance

- 6.1. After coming into force, the contract cannot be terminated unilaterally by any of the parties. Parties should terminate the contract only by common consent. The agreement shall be considered as valid until the complete execution of the obligations.
- 6.2. The Concert should cancel only in force major. No party shall be liable for any failure to perform its obligations where such failure is a result of an extraordinary event or circumstance beyond the control of the parties (Force Majeure) including fire, earthquake, flood, or other natural disaster, epidemics, accident, explosion, strike, rebellion, insurrection, terrorist outbreaks or activities, war, malfunctioning of transport operators. In case of Force Majeure no parties shall bear liability for loss indemnity and shall be exempted from any following payments and parties are entitled to terminate the contract immediately.
- 6.3. If the SfK is hindered to perform due to causes independent of the SfK (Force Majeure, accident, properly verified illness), MSO is entitled to substitute the SfK or postpone the Concert.
- 6.4. If the performance is cancelled due to a reason that has emerged because of MSO, the SfK shall be entitled to receive the fee and/or remuneration stipulated under Article 4.1.
- in case MSO cancels the performance 1-3 months before the date of the performance, the MSO shall be obliged to pay 50% of the fee and/or remuneration stipulated under Article 4.1.
 - in case the MSO cancels the performance within 1 months before the date of the performance, MSO shall be obliged to pay a penalty equalling 100% of the fee and/or remuneration stipulated under Article 4.1.

In this case the SfK should not claim for any further compensation for direct or indirect loss resulting from the cancellation of the Concert.

- 6.5. If the performance is cancelled due to a reason that has emerged because of the SfK,

- the SfK shall be obliged to pay 50% of the fee and/or remuneration stipulated under Article 4.1, in case the Artist cancels the performance 1-3 months prior to the performance
- the SfK shall be obliged to pay a penalty equalling 100% of the fee and/or remuneration stipulated under Article 4.1, in case the Artist cancels the performance within 1 months prior to the performance.

In this case, MSO can claim compensation from the SfK for all the direct and indirect financial and non-financial losses resulting from the cancellation of the Concert.

7. Miscellaneous Rights

7.1. All notices and communication shall be addressed to the parties stated below:

Contact persons of MSO:

Krisztina Pónuzs Szász, managing director

Tel.: +36-46/323-488

E-mail: info@mso.hu

or

Xenodiké Vasas

Tel.: +36-46/323-488

Mobile: +3670/442-1760

E-mail: vasas.xenodike@mso.hu

Contact to the Artist:

Lucia Potokárová (Head of Artistic Department)

Mobil: + 421 915 958 510

E-mail: lucia.potokarova@sfk.sk

- 7.2 The contracting parties agree that the term „SfK” means „participating artist” as well, and conversely, under the circumstances. The phrases used in the text „contracting party” or „contracting parties”, means not only the party, who signs the agreement, but the „participating artist” who entitled the rights and obligations by this contract, as well.
- 7.3. The financial conditions of the contract are considered as business secret. Parties agree that with the exception of data in the public domain, they will not disclose any information related to the fulfilment of the subject of this contract to any third party or disclose to them in relation thereto, or any opinion that may infringe upon any of the other party’s lawful business or other, particularly professional interests. Parties are obliged to secrecy up to 5 years after the Concert. If any of the parties breach this decree, the defaulting party should indemnify the other by the regulations of the Hungarian civil law.
- 7.4. This Agreement shall be valid from the moment of its being duly signed by both Parties and shall be in force until the due fulfilment of the respectful obligations by both Parties. The agreement has been made and signed in two copies of equal legal power with one of them going to each party.
- 7.5. Any changes, additions or attachments to this agreement are valid only if they are in a written form, signed and sealed by both parties.

- 7.6. This contract was composed in accordance with the rules of Hungarian law, and could be interpreted with its considerate on. The parties hereby agree that they submit any legal dispute arising from this contract to the civil law court of Hungary.
- 7.7. Any legal disputes arising from this contract shall be settled by mutual agreement between parties. If they fail to settle such disputes amicably, they agree to refer the case to the jurisdiction of the Miskolc Town Court or the Borsod-Abaúj-Zemplén County Court depending on the value of the matter at issue. The language of legal proceedings is Hungarian and the regulations of Hungarian civil law shall be applied thereto.

The agreement shall come into effect on the day of signing by both parties and shall be valid until the complete execution of the obligations set forth hereto.

In witness thereof, contracting parties have signed this document approvingly, as one fully corresponding to their intentions.

Miskolc, 09 January 2018

Košice:

Krisztina Pónuzs Szász
Managing director
Miskolci Szimfonikus Zenekar Nonprofit Kft.
Hungarian Symphony Orchestra
Nonprofit Ltd

Julius Klein
executive director
Štátna filharmónia Košice
The Slovak State Philharmonic, Kosice