

THIS AGREEMENT is dated the 14th day of July 2019

BETWEEN:

NAXOS RIGHTS (EUROPE) LTD., Unit 8, Salbrook Industrial Estate, Salbrook Road, Salfords, Redhill, RH1 5GJ, UK (the **Company**)
represented by: Edith Lei, A&R
Company No. 10250890
VAT No. GB258 775451
E-mail: Klaus.Heymann@naxos.com

AND:

SLOVAK PHILHARMONIC (the **Producer**), Medená 3, 81601 Bratislava, Slovakia, acting on its own behalf and on behalf of the Slovak Philharmonic Orchestra (collectively, the **Artist**)
represented by: Prof. Marian Lapšanský, General Manager
Company No. 00164704
VAT No. SK2020 829932
Fax: (+421) 220475 256, E-mail: marian.lapsansky@filharmonia.sk

WHEREAS:

- A. The Producer owns all rights in and to a master tape (the **Master**) containing the following repertoire:

Repertoire: Peter Breiner (1957) – Slovak Dances

The field of Zaluzice/ They will get me married/ You enchanting girl, you.../ The little church of Humenne/ Oh, mother dear, it itches/ Tiny clovers blooming/ Lullabies/ My father is but one big headache/ My little whistle – Ititi, ititi/ On the King's Mountain/ I must have been crazy/ On the watchtower of Kosice/ My mother told me not to sit in the dark/ I had this dream in America/ What are you doing, old spinsters?/ You little gate with bars

Recording Date(s): 10th- 13th September 2018

Recording Venue: Concert Hall of the Slovak Philharmonic, Bratislava, Slovakia

Artist(s): Slovak Philharmonic Orchestra; Stanislav Palúch (violin); Boris Lenko (accordion); Marian Friedl (overtone bass flute and other folk instruments); Peter Breiner (conductor)

Production Team: Marek Piaček, Václav Frkal

Company ref. no.: 8.574187-88

- B. The Producer wishes to assign the Master and all rights therein to the Company on the terms and conditions below, for the purpose *inter alia* of the Company's release of a Compact Disc.

IT IS HEREBY AGREED AS FOLLOWS:

1. **MASTER**

The Producer agrees that the Master must be of a technical and artistic standard satisfactory to the Company. If the Company or any designated representative deems at any time in its sole discretion that the Master does not reach that standard, the Company shall be entitled to terminate this Agreement forthwith, all rights and obligations contained herein shall cease and the Producer shall not be entitled to claim compensation of any kind from the Company.

2. **RIGHTS**

- (a) In consideration of the mutual promises of this Agreement and other valuable consideration (the receipt of which is acknowledged) the Producer hereby irrevocably and absolutely as beneficial owner grants and assigns to the Company throughout the World (except of the Slovak Republic) all the

Producer's rights, interest and title in and to the Master and all derivatives thereof and in and to the performances of the Artist(s) embodied therein, as well as in any and all master tapes, derivatives and performances of the Artist(s) made in violation of Clause 2(d), and in and to the results and proceeds therefrom free from encumbrances whatsoever. Without limiting the generality of the foregoing, the Company's said rights of ownership shall include the sole and exclusive right to manufacture, advertise, sell, rent, lease, license or otherwise use, deal in or dispose of CDs and Audio-Visual Devices embodying the performances of the Artist to be recorded hereunder and to use the Master in all fields of use throughout the world and to make it available to the public through radio and television broadcasts (including broadcast over or through the Internet), audio-visual media, synchronisation rights, electronic/digital distribution or any other means now known or hereafter devised, and upon such terms and conditions as the Company may approve. For the avoidance of doubt, the Company has no duty to collect or account to the Producer for any income earned from the exploitation of the Master hereunder. The Producer shall execute any document, perform any act or deed as may be deemed advisable or necessary by the Company in order to perfect the assignments intended to be granted hereunder. The Company will sign a separate contract with the conductor and soloists of the recording.

- (b) The Producer grants to the Company the perpetual right to use the Artists' names, likeness, biographical data and sound effects, in connection with the manufacture, advertising, sale, lease and other exploitation of CDs and Audio-Visual Devices made hereunder and in violation of Clause 2(d) and in connection with any other use of the Master in all fields of use throughout the world. The Producer shall arrange for each of the Artists to provide a current biography, one (1) black and white photograph or negative if available and one (1) colour slide if available (all free of copyright or in which copyright is assigned to the Company for the purposes herein together with the name and email address of the photographer) for the Company to use for promotional purposes and in connection with the use of the Master in accordance with the terms of this Agreement. The Producer also grants the Company the right to use the Artist's photos on its websites, including but not limited to Naxos.com, NaxosMusicLibrary.com, and ClassicsOnline.com and its Social Media platforms. The promotion material should be forwarded to Rita Cheng, Rita.cheng@naxos.com. The Company reserves the right to edit and finalize, at its sole discretion, all the copy and artwork pertaining to the release both in the CD booklet and online.
- (c) The Producer grants the Company the use of the Artists' appearances on the Master and the Company shall credit them on the rear inlay card and/or as a part of CD booklets and on the covers of other sound carriers and of Audio-Visual Devices embodying only the performances of the Artists released by the Company. For uses other than the CD or equivalent releases hereunder, the Company shall credit the Artists in an appropriate manner.
- (d) When released, the Company will actively promote the recording, including any promotional activities normally associated with the release of its classical recordings.
- (e) The Producer will not be responsible for Company's using of the music material for the recording.

3. CONSIDERATION

- (a) For all rights granted to the Company hereunder, the Company will pay the Producer a flat fee of six thousand Euros (€6,000.00) (the **Fee**) for the Master for total costs of production through to the finished master tape (including all engineering, editing, equipment and instrument rental and tuning, any music purchase/hire and copying, publisher's fees, Artists' photographs/slides and biographies, venue hire, costs of CDRs and listening copies, courier and postage costs plus fees of Artists and Production Team). In addition, the Company will supply the Producer with fifty (50) complimentary Compact Disc sets of the recording for promotional purposes, after its commercial release and upon request by the Producer. The Company shall not be responsible for or need to concern itself over the distribution (if any) of the Fee among Producer and the Artists.
- (b) The amount in Clause 3(a) above will be paid after the Company has received the Master and after the Producer has forwarded a statement to the above address giving the above reference number, repertoire and recording date. However, the fee will not be paid unless and until an authorised representative of the Company has received and approved the Master.
- (c) No royalties or other fees will be paid by the Company to the Producer or the Artists or Production Team in addition to the amount stated above.
- (d) Para. 15 art. 1 of the Slovak Republic Legal Code (NR SR No. 222/2004) concerning VAT, in line with subsequent provisions (article 56 of EU Council directive 2006/112/ES on the common system of Value Added Tax) defines the location of the service provision as the customer's registered location (transfer of VAT obligation).

4. DELIVERY OF MASTER

- (a) The Producer shall deliver the material specified in Paragraph 15 of the Agreement within three (3) months of the date of this Agreement to Naxos Rights (Europe) Ltd., c/o Naxos Rights International Limited, Level 11, Cyberport 1, 100 Cyberport Road, Pokfulam, Hong Kong SAR (attention: Rita Cheng, E-mail: Rita.cheng@naxos.com) tel.: +852 2760 7818. The reference number printed at the top right corner of every page of this agreement must be shown on the Master.
- (b) The Producer must submit with the Master a completed Production Job Sheet (Schedule B). The Job Sheet must be fully completed and accurate in all ways. Failure to accurately and fully complete the Job Sheet in the form attached at the time of submitting the Master can result in the delayed payment of the Producer Fee until the Job Sheet has been submitted to the sole satisfaction of the Company.

5. WARRANTY

The Producer represents and warrants on the date hereof and on the day of delivery of the Master that:

- (a) the Producer has full right, power and authority to enter into and perform this Agreement and to grant the rights herein, for the Producer and on behalf of the Artist(s);
- (b) the Producer has all right, title and interest in the Master;

- (c) the Producer will acquire from the Artist(s) at the time of recording all right, title and interest in the Master, in consideration of payment to the Artist(s);
- (d) neither the Producer nor any of the Artists is a party to any existing contract or arrangement that prohibits the Producer from entering into this Agreement on the Producer's own account and on behalf of the Artist(s);
- (e) neither the Producer nor the Artist(s) will grant or attempt to grant to any other person, firm or corporation rights of any kind that would derogate from or be inconsistent with the rights granted to the Company hereunder.
- (f) neither the Producer nor any Artist or member of the Production Team is a party to any existing contract or arrangement that prohibits the Producer from entering into this Agreement;
- (g) all costs incurred by reason of the manufacture of or creation of the Master have been paid including, but not limited to, studio expenses;

6. **ASSIGNMENT AND TRANSFER**

The Company shall have the right to assign, license or otherwise transfer all or any part of its rights, interest, benefit and/or obligations hereunder to any person, firm or corporation provided, however, that any such assignment, licence or transfer shall not relieve the Company of its obligation to pay the Producer the amounts provided for in Clause 3 above.

7. **USE OF MASTER**

The Company shall realize commercial release of the Master on the Naxos label or any other labels owned by Naxos Rights (Europe) Ltd.

8. **FORCE MAJEURE**

Neither party shall have any liability to the other for failure to perform any of its obligations under this Agreement by reason of any fire, earthquake, epidemic, accident, explosion, strike, lockout, riot, civil disturbance, embargo, war, Act of God or any cause beyond the reasonable control of the party relying upon the failure and this clause.

9. **NON-PERFORMANCE**

If either party does not fulfil its respective obligations hereunder for any reason other than those referred to in Clause 8 above, such party shall be liable to reimburse to the other party any and all costs reasonably incurred in connection with such non-performance.

10. **INTERPRETATION**

- (a) For the application and interpretation of this Agreement, the following terms shall have the following meanings unless otherwise expressly provided herein:

Artist(s) means the recording artist(s) whose performances are embodied on the Master and **Artist** means any one of them.

Audio-Visual Devices means devices on which sounds and images may be recorded or reproduced simultaneously, whether now known or hereafter devised, including, among others, videotapes, laser discs, DVDs, CDVs and CD-ROMs.

Compact Disc (or **CD**) means and includes all conventional types of compact discs (CDs) now in use, as well as tape recordings of all types, and any other products and devices now known or hereafter devised by which sound, images and other digital information may be recorded and stored (whether physically, digitally or otherwise, including, without limitation, mini-disc (MD), digital versatile disc (DVD-A, DVD-V), solid-state storage devices, multi-media, hard discs, laser discs, cartridges, etc.).

Master tape means an original sound recording or combination of recordings whether on magnetic recording tape, compact disc, laser disc, or any other substance or material now known or hereafter devised and which has been accepted by the Company for use in the manufacture of Compact Discs and Audio-Visual Devices and which embodies the performances of the Artist.

Production Team means the engineer, producer and other technical support staff who render services in the production of the Master e.g. editing and mixing.

- (b) Headings are for ease of reference only and shall not be deemed to form part of this Agreement or to affect its interpretation.

11. LIMITATION OF LIABILITY

The Producer agrees that the Company's maximum liability (in damages or otherwise) in respect of any breach or non-performance of its obligations or otherwise in connection with the transactions contemplated by the Agreement shall be the amount of the Fee actually due under the terms hereof. The Producer acknowledges and agrees that the Producer's remedy in respect of any such breach or non-performance shall solely be in damages and the Company shall not be responsible:

- (i) in tort, contract, negligence, copyright or otherwise arising out of or in connection with this Agreement for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings);
- (ii) for any loss of goodwill or reputation;
- (iii) for any loss or damage including without limitation direct damages (unless such losses were expressly within the Company's contemplation at the date of this Agreement), consequential loss, or loss of profits.

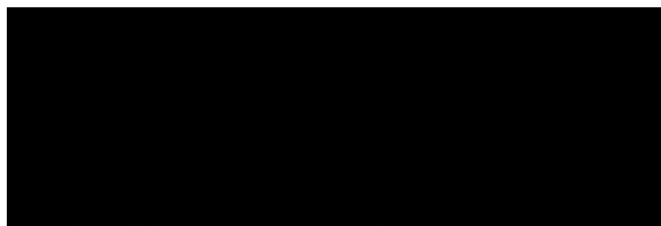
However, nothing in this Agreement shall seek to limit or exclude either party's liability for payment in accordance with the terms of this Agreement or loss arising from fraud, death or personal injury.

12. OTHER PROVISIONS

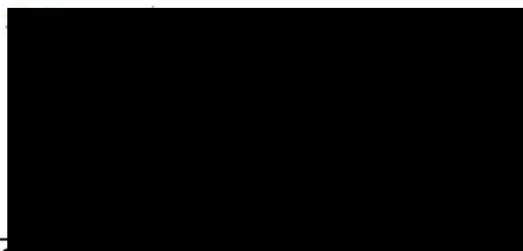
- (a) The recording has been produced in the 24bit 96kHz resolution. The Producer will deliver the following:
- correctly dithered and sample rate converted 16 bit stereo master for CD release
 - full resolution stereo WAV files
- Hi-Res WAV files shall be provided on DVD-R with the 24-bit master at the original recording sample rate and should not be up-sampled. Up-sampling of material from 44.1 kHz to 96 kHz is not acceptable. In the case of the Hi-Res stereo the Producer must ensure the material is provided with identical time values-fades and gaps between the movements should exactly correlate.

- (b) The Producer may re-sell the CDs at his concerts. The Producer agrees not to re-sell the CDs through regular retail channels and to place any advertising in consumer media.
- (c) This contract shall be valid from the date of the signature by the contractual parties and become subject to the mandatory disclosure in accordance with the Act of the National Council of the SR No.2011/2000 Coll. on Free Access to Information and Amendments. The contract shall be effective the next day after being published (on the internet).

In witness of which this Agreement has been executed by the parties hereto the day first above written.



 **NAXOS RIGHTS (EUROPE) Ltd.**
represented by: Edith Lei



SLOVAK PHILHARMONIC
represented by: