



# Contract No. C-NBS1-000-092-133

## Preamble

This contract (consisting of 9 pages) is concluded between Contracting Party 1 and Contracting Party 2 and becomes legally valid upon signature by both parties.

Contracting Party 1 Národná banka Slovenska (hereinafter referred to as the Organizer)  
represented by  
Address Imricha Karvaša 1, 813 25 Bratislava, Slovak Republic  
ID Number 308 44 789  
VAT Number SK2020815654

Contracting Party 2 Janoska Ensemble (hereinafter referred to as the Artist)  
represented by Künstlersekretariat Buchmann GmbH  
(hereinafter referred to as Management)

Schachnerstraße 27, 1220 Wien  
VAT Number ATU 16010206  
Tel  
Mobile  
E-Email

## §1 Subject Matter of the Contract

The subject of this contract is a concert

on December 13, 2023 at 18:00  
at European Central Bank  
Address Sonnemannstrasse 20, 60314 Frankfurt am Main, Germany  
Rehearsal 15:15 – 16:45

## §2 Program

### Special Concert in Janoska Style

Details: Please refer to the **Attachment C** of this contract.

## §3 Author's rights

The Artist(s) hereby affirm and warrant that they hold and will retain all necessary author rights pertaining to their performance and any related content. Should the Organizer request the inclusion of a specific piece in the program, the rights pertaining to that piece must be clarified and secured in advance. The Organizer and its associated entities shall bear no responsibility or liability in relation to securing, maintaining, or verifying said rights for pieces not specifically requested. Any claims or disputes arising from author rights shall be solely the responsibility of the Artist(s).



#### §4 Fee

**Guaranteed Payment:** The Party contracting the Artist ("Contracting Party 1") agrees to pay the Artist a guaranteed sum of **€21.000,00**. The Fee is agreed upon as gross remuneration, covering all expenses of the Artist related to the Performance according to this Agreement. Parties have agreed that remuneration as well as any other payment paid by Organizer to the Artist in accordance with this Contract will be paid as a sum without the application of the withholding tax. Based on the above, Artist will settle his tax liability himself in his own tax return.

The fee is agreed upon net of taxes in case both partners have a valid VAT number. Otherwise, the VAT of 13% on top of the fee will have to be invoiced. The Organizer is fully responsible for the bank expenses. The Organizer expressly declares, agrees, and unconditionally accepts, that it has no financial or other form of demand or claim (present or future), beyond the above agreed lump sum/one-off fee.

**The Payment shall** be transferred to the following account after invoicing:

Bank  
IBAN  
BIC  
Account  
VAT Number

Travelling expenses, including the costs of return flights between Vienna and Frankfurt and local costs and expenses for accommodation are included in the Fee and shall be borne by the Artist.

#### §5 Technical Rider as **Attachment A** to the Contract

The "Technical Rider", as the **Attachment A** to this Agreement, forms an integral part of this Agreement. Both parties recognize the "Technical Rider" as binding and undertake to comply with all conditions and requirements set out therein.

#### §6 Backstage Area

##### **Wardrobe requirements**

- ▶ The cloakroom for the Artists must be lockable or guarded and in the immediate vicinity of the stage.
- ▶ The premises must be clean and air-conditioned or heated.
- ▶ The wardrobe should be equipped with a table, chairs, and a mirror.
- ▶ Ideally, the cloakrooms have private toilets with hot and cold running water and electrical sockets.

##### **Backstage Amenities for the Artists**

Please refer to the **Attachment B** of this contract.

#### §7 Reception after the Concert (optional)

Since the concerts of the Janoska Ensemble are always a special experience, many Organizers choose to round off the evening with a fine meal in a local restaurant. This proposal is particularly appreciated by the Artists and is therefore very welcome!

#### §8 Recording / Photography

##### **Audio and Video recordings**

As a result of an exclusive contractual relationship between the Janoska Ensemble and Deutsche Grammophon, rights for image and sound recordings of rehearsals and concerts are not available. Therefore, recordings of any kind are strictly forbidden. Concert recordings by public television and radio stations are an exception. However, such recordings may be broadcast a maximum of three times and published online for up to one week. Such disclosure is subject to the prior written approval of management. Furthermore, recordings for the purpose of television and/or radio reporting are permitted. However, the recording team may spend a maximum of 15 minutes in the hall and the duration of the broadcast may not exceed 3 minutes. Any breach of these rules must be reported immediately by management to Deutsche Grammophon.



### **Photography during the concert and/or rehearsals**

The management allows the Organizer to take photos of the concert and/or rehearsals for promotional and informational purposes (digital and print). No photographer is allowed to be on stage. Photography must not disturb the Artist or the concert audience in any way.

### **§9 Advertising/PR**

The Organizer undertakes to ensure sufficient advertising in the regional environment of the event. For this purpose, the Artist provides the Organizer with images, biographies, and audio recordings (if available) free of charge. The Organizer will not use those materials commercially. The Artist will, if possible, participate in PR events such as press conferences, *meet & greet*, etc. Such events must be communicated by the Organizer in advance to the Artist's management for approval. The Artist's management has 3 working days for this approval. The Organizer is obliged to send all published articles and reviews unsolicited to the Artist's management within one week of their publication.

### **§10 Levies**

All fees, including those for collecting societies, performances, and royalties are to be borne by the Organizer.

### **§11 Approval of Information**

The Artist will receive 4 evening programs and a concert poster from the Organizer. The programs must be sent to management for approval before printing. The Artist has 3 working days for approval.

### **§12 Nondisclosure**

Both contracting parties agree not to disclose the contents of the contract to uninvolved third parties.

### **§13 General Clauses**

There are no ancillary agreements to this agreement; Changes and/or additions must be made in writing.

### **§14 Data Protection**

Both contracting parties use data of the Artist and his employees only for the engagement (e.g., travel, visa, work permit). Any other use is not permitted. All data processors are obliged to maintain confidentiality, even after the end of their activities. Upon request, the contracting parties will inform the Artist of all data disclosures. They guarantee data protection in accordance with Art. 32 GDPR and destroy all data after the end of the contract, except for legally required retention.

### **§15 Force majeure / Negligence**

#### **Force majeure and termination of the contract**

Events that are unforeseeable and beyond the reasonable control of the parties, such as in particular, but not exclusively, wars, epidemics, fires, or riots that hinder the execution of the concerts in accordance with the contract, may lead to the termination of the contract. If the parties decide to terminate the contract, no reimbursement of costs incurred by both parties can be reimbursed.

### **§16 Illness of the Artist**

Should the Artist(s) be unable to fulfill their contractual obligations due to illness, the following protocols shall be adhered to:

**Notification:** The Organizer shall be promptly notified by either the affected Artist(s) or their management of such inability to perform.

**Medical Verification:** A medical certificate or appropriate documentation verifying the illness must be provided to the Organizer at the earliest opportunity.

**Subsequent Arrangements:** Upon receipt and verification of the medical documentation, both parties shall enter into discussions to determine the most suitable course of action, which may include:

- a. Procurement of a substitute artist for the scheduled performance;



- b. Rescheduling the concert to a mutually agreeable date; or
- c. Cancelling the concert. In the event of cancellation, both parties agree to share equally any expenses accrued to date and any foreseeable associated costs.

### §17 Negligence or intent on the part of the Organizer

If the Artist is partially or completely prevented from fulfilling the contract due to negligence or intentional action on the part of the Organizer, the entire fee agreed in the contract will be due as if the Artist had played all the contractually agreed concerts. "Negligence" is understood to mean negligence or lack of care expected of a reasonable Organizer in the same situation, and "intent" means an intentional act or omission.

### §18 Pandemic-Related Disruptions

If the concert in question is prevented due to official regulations as a consequence of a pandemic, the contracting parties will jointly try to find a new date, ideally within one year of the originally planned date. The contract remains in effect; the concert date will either be adjusted or, upon mutual agreement and with the appropriate consents and arrangements in place, the concert may be cancelled.

### §19 Duration of the Contract

This contract shall be binding upon signing by both parties. This contract shall enter into force on the day following the date of its publication on the website of the Organizer in accordance with Section 47a(1) of the Civil Code in conjunction with Section 1(2) of the Commercial Code and Section 5a(1), (6) and (9) of the Act on Free Access to Information. This contract ends automatically upon completion of the event or upon departure of the Artists.

### §20 Liability

Both parties are liable for damages caused by their fault or the fault of their representatives or vicarious agents.

### §21 Intellectual Property

The rights to the music, recordings and other creative works created during the concert remain with the Artist, unless otherwise agreed in writing.

### §22 Price and payment terms

The Organizer shall pay the Fee according to §4 of this Contract on the basis of an invoice drawn up by the Artist and delivered to the Organizer. The contracting parties agree and expressly consent to the invoices which the Artist sends to the Organizer being only electronic invoices in PDF format sent to the email address [faktery.ofr@nbs.sk](mailto:faktery.ofr@nbs.sk) from the Artist's email address or . The contracting parties hereby declare that they have exclusive access to those email addresses. The contracting parties may change those email addresses only by giving the other contracting party written notification of the new email address; such changes do not require an addendum to the contract. The Artist need not sign the electronic invoice by qualified electronic signature. The invoice shall include all elements required by legislation of general application for a document used for tax purposes, and each invoiced item shall be clearly defined and specified. The invoice shall fall due on the thirtieth day after the Organizer receives it. The Artist may invoice the Organizer on or from the concert performance, but not later than 15 days after concert performance.

### §23 Involvement of Third Parties

The Artist has the right to involve third parties (e. g. substitute musicians or technicians) to fulfill his obligations, provided that this is communicated to the Organizer in advance and approved by the Organizer.

### §24 Non-Performance

In the event of non-performance of the contractual obligations by one of the parties, the other party shall be entitled to compensation, unless otherwise agreed in this contract.



### §25 Dispute Resolution

In the event of a dispute in connection with this contract, the parties are obliged to go through a mediation procedure before taking legal action.

### §26 Applicable Law

This contract is subject to the laws of the Republic of Austria.

### §27 Place of Jurisdiction

The place of jurisdiction for this contract is Vienna, Austria.

### §28 Non-Transferability

This Agreement is personal in nature and may not be transferred by either party to any third party without the written consent of the other party.

### §29 Changes and Ancillary Agreements

The parties hereby confirm that there are no oral or written ancillary agreements to this contract. Any amendments or additions to this contract must be made in writing and signed by both parties.

Vienna, Date 05.12.2023

Bratislava, Date 11.12.2023

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## Attachment A

# Technical Rider

### Introduction

Please note that some parts of the rider and their fulfilment depend on the size of the hall, the possibilities of the Organizer, and other relevant circumstances. We ask for a detailed discussion of the possibilities with the Management in case of uncertainty. The Organizer undertakes to use the relevant components of this rider as an integral part of the underlying contract unless other agreements have been made based on local circumstances.

### Definition of “Stage”

- **Stage:** increased, flat area without obstacles and decoration.
- **Stage sizes:** minimum 6 width by 4 meters depth.

### Personnel and Equipment

- 1 lighting technician (from setup of the technique to the end of the concert)
- 1 sound technician (from setup of the technique to the end of the concert)
- 1 piano tuner
- 1 concert grand piano: Steinway B (tuning 443 Hz) - freshly polished with desk lighting
- 1 piano stool made of black leather, upholstered, seat height adjustable
- 2 elegant double bass chairs, height adjustable - with footrest, without armrest
- 3 professional, black music stands with desk lighting
- 1 microphone for moderation

### Amplification Requirements

#### Unamplified / Unplugged

- Ensemble (4 members): No monitors required.
- Ensemble + Arpad: Only Arpad requires a monitor.

#### Amplified / Plugged without Orchestra

- Ensemble: No monitors required.

#### Amplified / Plugged with Orchestra

- Ensemble (4 members): Requires 4 monitors.
- Orchestra also requires monitors to hear the ensemble.
- PA: High-quality sound system appropriate to the size of the hall. The PAs should be aligned so that the first rows of spectators can be reached (no front fill speakers).

### Sound Requirements Amplified / Plugged

Attention: Please note the variants: plugged or unplugged according to the aforementioned Point 4 “Amplification Requirements” of this Attachment A.

<b>Piano</b>	2x Neumann KM 184 or 2x DPA A4099P
<b>2 Violins each</b>	1x DPA 4066 Lavier Omni Directional, low sense beige, compatible with wireless Sennheiser Bodyback Transmitter / Receiver / Windscreen + Transmitter
<b>Doublebass</b>	1x DPA 4099 B
<b>Mixing Console</b>	High-quality digital mixing console
<b>Monitors</b>	4 monitors, 4-way (Wedges 10-12 inch, Nexo, Meyer, K&F, D&B)

**Plugged and Unplugged** Handheld microphone for moderation + microphone stand; corresponding PA for moderation.

### Lighting Requirements

- Standard concert lighting: dimmable, white stage light
- Focus on the ensemble, podium: dark on the side.
- Background: red, blue, and purple light



- 4 spotlights on the pianist, on both violinists, and on the bass player

#### Backstage Area

- Lockable or guarded dressing rooms for the artists near the stage.
- The dressing rooms must be clean and air-conditioned/heated and comfortably furnished (table, chairs, mirror).
- The dressing rooms must have private toilet facilities with running hot and cold water as well as electrical sockets.

#### Sound Check Requirements

- 60 minutes before doors open: Sound check / rehearsal for **plugged concert**
- 30 minutes before doors open: Sound check / rehearsal for **unplugged concert**
- Showtime: 90 minutes + 20 minutes intermission for **2-Set programs**
- OR 70' without intermission for **1-Set programs**

#### Stage Position of Artists

##### Janoska Ensemble alone





## Attachment B

# Optional Backstage Amenities

In the spirit of an exceptional event and creating a memorable experience for everyone (not only the audience), the Organizer is wholeheartedly invited, but not obligated, to provide the following backstage amenities for the Artist. While these amenities are optional, their provision would be a testament to the Organizer's commitment to excellence and would be deeply appreciated by the Artist.

### Hydration & Refreshments

- Six (6) bottles of chilled carbonated mineral water, each 0.5 liters, accompanied by ice.
- Four (4) bottles of chilled isotonic drinks, preferably Yellow Gatorade or an equivalent.
- Four (4) bottles of chilled Coca-Cola, each 0.5 liters.
- A variety of herbal and green teas, complemented by coffee options.
- One (1) kettle for hot water preparation.

### Nourishment & Setup

- A fruit basket curated for four (4) individuals.
- A ham and cheese platter crafted for four (4) guests.
- Essential dining implements: glasses, cutlery, and plates, accompanied by one (1) table and four (4) chairs.

### Comfort Amenities

- Four (4) large, pristine towels and four (4) small, equally pristine towels.
- One (1) iron, accompanied by an ironing board.

This Attachment B is incorporated by reference into the Agreement between the Artist and the Organizer dated [Insert Date]. The Organizer acknowledges that while these amenities are optional, their provision would contribute significantly to the Artist's comfort and overall experience.





**Attachment C**

# Agreed Musical Program

This Attachment C forms an integral part of the contract between the Artist and the Organizer. The content herein outlines the proposed musical program at the time of conclusion of the contract and is subject to further discussion and potential changes. The program must be confirmed by both the Artist and the Organizer, and the final program will be mutually agreed upon by both parties.

## **SPECIAL CONCERT**

### **in Janoska Style**

*All titles are arranged by the Janoska Ensemble in their unique Janoska Style.*

Piano  
Violin  
Violin  
Doublebass

- W. A. Mozart: Le Nozze di Figaro (Overture)
- F. Janoska: Souvenir pour Elise (Based on Beethoven's *For Elise*)
- J. S. Bach: Concerto for Two Violins in D Minor, BWV 1043 (III. Allegro)
- A. Piazzolla: Adios Nonino
- A. Piazzolla: Liber Tango
- F. Janoska: Rumba for Amadeus

### **Encores:**

- František Janoska plays White Christmas & Last Christmas
- L. Schiffrin: Mission Impossible