



Please sign and return both copies to Intermusica

This is a binding contract dated July 18, 2016 (“Agreement”) between:

Kaohsiung Philharmonic Cultural & Arts Foundation
No.161, Guangyuan Rd., Fengshan Dist., Kaohsiung City, 830, Taiwan

“the Promoter”

and

Avex Classics International Inc., 1-6-1 Roppongi, Minato-ku, Tokyo Japan

“the Company”

represented by

Intermusica Artists’ Management Ltd. Of Crystal Wharf, 36 Graham Street, London, N1 8GJ,
UK. VAT Number: (GB) 355 1358 57

“Intermusica”

Unless the context otherwise requires, references in this Agreement to “the Company” shall include the conductor, and any producer and/or sound engineer, where engaged by the Company.

1. THE ENGAGEMENT

The Promoter will produce and present Amadeus Live (“Presentation”) according to the following schedule (“Engagement”):

Schedule			
DATE	Arrival of touring party (TBC)		
DATE	Rehearsal 1	TIMES	Rehearsal Venue
	Rehearsal 2		
DATE	Rehearsal 3	TIMES	Rehearsal Venue
DATE	Technical rehearsal	TIMES	Lakeside lawn of the Kaohsiung Museum of Fine Arts
	Dress rehearsal	TIMES	Lakeside lawn of the Kaohsiung Museum of Fine Arts
SAT 4 MAR 2017	Concert 1	19:00	Lakeside lawn of the Kaohsiung Museum of Fine Arts
SUN 5 MAR 2017	Concert 2	19:00	Lakeside lawn of the Kaohsiung Museum of Fine Arts
MON 6 MAR 2017	Departure of touring party		
Production Orchestra	Amadeus Live Kaohsiung Symphony Orchestra	Touring Party Conductor	
Orchestration	64/52	Producer	
Choir	Century Voice Choir	Sound Engineer	
	50/36	Venue Size	

2. FINANCIAL TERMS

- (a) In consideration of the services listed in 1, the Promoter agrees to pay to the Company:
- i. A Studio Royalty of five percent (5%) net of all taxes and deductions of the gross box office income, guaranteed to be no less than USD 500 (five hundred dollars)
 - ii. A Guaranteed License Fee of:

USD 52,000 (fifty two thousand dollars) net of all taxes and deductions

The Guaranteed License Fee is inclusive of:

- The rights to screen the film entitled "Amadeus" (1984) directed by Milos Forman (the "Film") in the format of two (2) live concert performances with the Film displayed on screen and live orchestra and choir performing the soundtrack in synchronisation
- Provision of the Film in a suitable format for two (2) performance(s)
- Hire and provision of the orchestral score and parts (not including postage charges)
- Rights to perform the score for two (2) performance(s) as per the above schedule
- Fee for the Conductor
- Fee for the Sound Engineer
- Fee and services of the Producer
- All necessary work permit applications for all personnel from the Company

(b) The fees listed in (a) are to be paid by direct transfer to Intermusica's nominated account according to the following schedule:
Guaranteed License Fee Advance: USD 10,400.00 (ten thousand four hundred dollars) payable by electronic bank transfer (T.T.) **upon signature of the contract** and after receipt of invoice. Bank charges are to be paid in full by the Promoter.

Subtitle Preparation Cost: USD 625.00 (six hundred and twenty five dollars) payable by electronic bank transfer (T.T.) **upon signature of the contract** after receipt of invoice. Bank charges are to be paid in full by the Promoter.

Guaranteed License Fee Advance: USD 15,600.00 (fifteen thousand six hundred dollars) payable by electronic bank transfer (T.T.) **no later than 3rd February 2017** after receipt of invoice. Bank charges are to be paid in full by the Promoter.

Guaranteed License Fee Balance: USD 26,000.00 (twenty six thousand dollars) payable by electronic bank transfer (T.T.) **no later than three (3) days after the final performance date** after receipt of the invoice. Bank charges are to be paid in full by the Promoter.

Studio Royalty of five percent (5%) of the gross box office income in full by electronic bank transfer (T.T.) **no later than three (3) days after the final performance date** after providing proof to Intermusica of the total Gross box office income and on receipt of the invoice from Intermusica. Bank charges are to be paid in full by the Promoter.

- i. In consideration of the Studio Royalty, after execution of the contract, the Promoter agrees to supply to the Company and Intermusica the details of the Maximum Gross Box Office Potential for the performances. The Maximum Gross



Box Office Potential shall be defined as a complete and detailed breakdown of tickets available for sale and ticket prices along with information on the potential box office takings in the instance all tickets for the performance(s) are sold.

- (c) The Promoter also agrees to arrange and pay for travel, accommodation and other items as may be detailed elsewhere in this Agreement.

3. TRANSPORT, ACCOMMODATION, VISAS & WORK PERMITS

The Promoter is to provide International Travel, First Class Accommodation and Local Transportation for the Company, as follows:

- (a) (i) First Class Accommodation for the following
Maximum XX nights, King Suite; Conductor
Maximum XX nights, King Standard Room; Producer
Maximum XX nights, King Standard Room; Sound Engineer
- Breakfast and complimentary high-speed internet connection should be included for all rooms.
- Hotel/s should be within close proximity to the performance venue and rehearsal space. The number of required hotel nights depends on the performance and rehearsal schedule, but it is to be expected that the Conductor will arrive at least one (1) day prior to the first rehearsal and depart one (1) day after the final performance. Rooms, breakfast, Internet and taxes are to be billed directly to the Promoter.
- Hotel/s are subject to the approval of the Company.
- (ii) Should Maggie O'Herlihy, the Company's Executive Producer, choose to attend a part or all of the Engagement, the Promoter agrees to furnish her with First Class Accommodation and Local Transportation.
- Confirmation of the Executive Producer's attendance will be given no later than 30 days prior to the first performance.
- (b) One (1) business class round trip or multi-city equivalent airfare (Conductor)
- Two (2) economy class round trip or multi-city equivalent airfares (Producer and Sound Engineer)
- Where the flight is over five (5) hours in duration, the two (2) economy class fares shall be upgraded to Premium Economy or equivalent.
- All flights are subject to the approval of the Company.
- (c) Ground transportation for up to five (5) people to cover travel to and from airport, rehearsal and performance locations as well as anything related to the Engagement such as receptions, interviews, press events or meet and greets.

- (d) The Promoter shall be responsible for the provision of visa and work permit applications, arrangements and costs as necessary to obtain the visas and work permits required by members of the touring party in order to fulfil the Engagement.

4. STANDARD TERMS & CONDITIONS

- (a) The Promoter will on the day of the performance(s) and on the date(s) of all prior rehearsals provide at no charge to Intermusica or the Company:
- (i) the venue(s) and facilities for rehearsals and on the day of the performance(s), plus reasonable access time for get in/get out without incurring staff overtime charges.
 - (ii) All technical and hospitality requirements as detailed in the appended Technical Rider.
- (b) The Promoter will on the day of each performance(s):
- (i) ensure that the venue is lit (according to the Technical Rider) and clean.
 - (ii) ensure that the venue is safe and suitable for the purposes of the Engagement, and comply with all applicable laws, health and safety requirements and regulations in force, as well as all arranging and paying for any insurance cover for the venue.
 - (iii) provide all necessary facilities at the venue including competent stage and lighting technicians and backstage staff as listed in the Technical Rider
 - (iv) ensure that blackout conditions are arranged in the venue and on stage, except emergency lighting, as detailed in the Technical Rider.
- (c) The Promoter will supply free of charge not less than twenty (20) best tickets per performance. Tickets are to be seated in the best possible location and not within the first ten (10) rows. In addition, a further twenty (20) house seats are to be reserved by the Promoter for the Company to purchase up until noon on the day of each performance. Any un-purchased tickets from this allocation are to be released at noon on day of performance or at any time prior should the Company advise they are not required.
- (d) The Promoter is responsible for all aspects of marketing and promotion, including, but not limited to, the commission of programme notes and printing of concert programmes. Photographs and biographical details of the Conductor and Presentation will be supplied by Intermusica.
- (e) The Promoter shall use only approved and supplied images and video content to advertise and market the performance(s).
- (f) Intermusica and the Company shall see proof copies of all publicity and marketing materials, including the concert programme, that relate to the performance(s) for approval. Marketing and publicity materials shall be submitted to Intermusica and the Company at the earliest possible opportunity and within reasonable time scales for the Promoter to make necessary amendments at the instruction of Intermusica and the Company. The Promoter shall not publish any marketing or publicity materials until approval has been granted by Intermusica or the Company. Approval will not be unreasonably withheld. The Promoter shall indemnify the Company and Intermusica against any claims, loss or damages as a result of the failure of the Promoter to provide publicity and marketing materials for approval.



- (g) The Promoter will supply to Intermusica without charge ten (10) copies of the concert programme for each performance, together with copies of any other publicity material which may have been printed.
- (h) No part of the performance(s) or rehearsal(s) shall be broadcast or recorded (whether in sound or in vision) without the prior specific agreement of Intermusica and of the Company. Any and all requests for recordings and / or news access shall be made in advance and any such agreements or permissions already agreed are listed separately in the Special Terms and Conditions.
- (i) The Company accepts to engage in reasonable press and promotional activities and events, as may be requested by the Promoter, and assuming they can be reasonably accommodated within the schedule. The Promoter agrees to give sufficient advance notice to the Company in order that such engagements can be accommodated and fulfilled.
- (j) Unless agreed in writing in advance with the Company, all rehearsals will be closed. The Company will grant permission, upon receipt of written request from the Promoter, for the General Rehearsal to be attended by philanthropic and/or charitable groups in an effort to provide entertainment to those without the means to attend the performances, subject to the approval of the Conductor.

5. SPECIAL TERMS & CONDITIONS

The following special terms and conditions, or amendments to the standard terms and conditions of this contract, have also been agreed:

- i. The Promoter agrees to the following:
 - a. To book and be responsible for the contractual negotiations of the orchestra, choir and piano soloist and any or all associated expenses.
 - b. To book and pay for the Cine Muse XCL (video playback) package and operator and any associated costs within thirty (30) days of execution of this agreement and provide to Intermusica proof of booking.
 - c. To pay for the outbound and return postage costs for the orchestra score and parts required for performance, as well as to pay for any loss or damages to rented music whilst in transit or in the care of the Promoter, as well as to prevent unauthorised copying and usage of the same.
 - d. To abide by the Technical Rider appended to this Agreement, including providing all necessary technical equipment, instruments and personnel
 - e. To abide by any marketing conditions specific to the Film and its awards, as may be defined by the Company or Intermusica.
 - f. To cover GEMA or PRS costs (or the equivalent local Collective Rights Management costs), and any authorisations and licences required locally for the performance(s) to happen.
 - g. To inform Intermusica of any sponsors associated with the performance, and any accreditations or acknowledgements due in the concert programme, publicity materials or Film.
 - h. That the Company is able to provide merchandise for sale by venue staff before and after the performance without any fees or commissions payable to the Promoter, venue or any third party by Company.
 - i. To advise the Company of any localised language requirements as soon as possible. Any language requirements must be fully discussed with the Company and the method of presenting the Film in the local language must be approved in writing to the Company upon signature of the contract. The Promoter will be responsible for any costs associated with the creation of subtitles in local languages, with the exceptions of English, French or German.
 - j. To provide to Intermusica and the Company with a weekly detailed ticket sales report.
 - k. To provide to Intermusica and the Company details of the Gross Box Office Receipts in a timely and effective manner and no longer than three (3) days following the final performance.

- i. The Promoter agrees to have the Company and The Saul Zaentz Company covered under Promoter's errors and omissions and public & general liability insurance policies as an additional insured party. Public & general liability coverage shall be comprehensive, in an amount not less than \$5,000,000 (5 million US dollars) per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Engagement(s). The policy shall name the Company, The Saul Zaentz Company and their respective employees, directors, officers, principals, representatives and shareholders as additional insureds. The Promoter shall provide proof of this policy to the Company no less than one (1) calendar month prior to first rehearsal.
- ii. The Promoter agrees to the following regarding Billing, Advertising, Promotion and Presentation:
 - a. The Film shall receive sole headline billing with conductor, orchestra and choir in all advertising and publicity.
 - b. Wolfgang Amadeus Mozart is to be credited as Composer in all advertising and publicity.
 - c. The Company Logo is to be included in all advertising and publicity. The Company is to receive top billing.
 - d. The Promoter is responsible for finding out which age certificate applies to the Film in the relevant region and for billing and advertising it accordingly across all platforms, including on individual tickets if possible.
 - e. The Company reserves the right to display materials on the Front Projection screen prior to the performance (as audience enters), during the interval and following the performance (as audience exits). Materials may include, but are not limited to, credits and acknowledgements of the relevant film studios, the production company and other information as the Company sees fit.
 - f. Any video graphics other than those provided by the Company may not be used without the approval of the Company. Any additional graphics content provided by the Promoter must be submitted to the Company at least three (3) days before the performance for approval.
- iii. The company hereby warrants that there shall be no performances of Amadeus Live in Taiwan after the date of 31st August 2016 until the performances herein given by the Promoter, and that there shall be no other performances of Amadeus Live in Taiwan until six (6) months after the final performance on 5th March 2017 without the prior written approval and agreement of the Promoter.
- iv. The Promoter agrees to announce performances no earlier than 1st September 2016.
- v. The agrees to pay the cost of USD 1000 (one thousand US Dollars) for the implementation of subtitles in Traditional Chinese (Mandarin) on the version of the film for the performances directly to CineMuse.



- vi. The Promoter and will pay directly to Avex Classics the Cost of USD 625 for the preparation of the film with Traditional Chinese (Mandarin) subtitles. The Promoter is responsible for checking all subtitles are correct.

6. THE AGREEMENT

- (a) Neither party shall be liable to the other in damages or otherwise because of any failure to perform by the Company hereunder caused by Force Majeure which shall be deemed as an act beyond the control of either party, or caused by flood, earthquake, fire, accident, explosion, epidemic, strike, lock-out, riot, war or war like actions (whether war be declared or not), act of terrorism, curfew, national calamity, embargo, national mourning, the disruption of airline and any other travel services which shall interrupt the Company's ability to perform under this contract, Act of God, or by any legally constituted executive or judicial order by any legally constituted authority. Such Force Majeure can only be applied when said circumstances directly prevent the actual performance(s) taking place.
- (b) The inability of the stage, technical problems, bad weather or failure of advance ticket sales which might prevent the regular implementation of the performance(s) will not constitute a Force Majeure event and thus the Promoter will have to fulfil the obligations deriving under this Agreement. Moreover, if the performance(s) cannot take place in the planned venue for circumstances lying outside the powers of either party, the Company will still be obliged to carry out the performances specified in this Agreement in another venue, objectively suitable, indicated by the Promoter on the established date. In this case any additional expenditure will be borne by the Promoter.
- (c) If the performance(s) is/are cancelled by the Promoter after signature of this Agreement for any reason other than Force Majeure, the fees listed in this Agreement shall be payable in full. Should the Agreement comprise of more than one (1) performance, and cancellation entails shortening of the tour, the Promoter shall be responsible for re-organising suitable hotels and transportation.
- (d) Unless mutually agreed, neither the Company nor the Promoter shall make changes to the agreed production format. Any such change(s) may result in additional costs and expenses which would be the responsibility of the party imposing said change(s).
- (e) In the event of the Conductor cancelling the engagement due to sudden illness or sudden illness of an immediate family member or other unavoidable circumstance that leads to the inability to perform, all parties would do all that is feasibly possible to find appropriate replacement artist(s) or to present the performance under the same terms on a future date to be agreed with the Company.
- (f) Any modification or addition to this Agreement must be made and displayed in writing and approved by both parties.
- (g) All parties agree to treat the terms of this Agreement and all matters relating to the accompanying contract as strictly confidential, and will disclose, verify, confirm or reveal nothing concerning the other party, its employees or its artists, or any other details of the Agreement or Engagement to any third party, unless it is deemed essential for the realisation of the performance(s) or Agreement itself or has the prior written authorisation from the other party. Notwithstanding the foregoing, the aforesaid restrictions on disclosure shall not apply to the Company's disclosures to its parent, subsidiaries, more than fifty percent (50%) of whose share is directly or indirectly held by the Company, and/or parent's other subsidiaries, more than fifty percent (50%) of



whose share is directly or indirectly held by the parent, provided, however, that the Company shall impose on such recipients obligations of confidentiality equivalent to those set forth herein and ensure full compliance of the same by such recipients.

- (h) This contract will be governed according to the laws of Japan. In the event of a dispute, The Promoter and the Company shall make every reasonable effort to settle the dispute amicably but in the event of their being unable to settle such dispute, the same shall be exclusively submitted to and solved at the Tokyo District Court.
- (i) This contract is signed by both parties in full knowledge and acceptance of its terms and conditions and both parties acknowledge that they are legally empowered to sign this contract.

Signed..... Date
 (For the Promoter)

Signed..... Date
 (For the Company)

Signed..... Date
 (For Intermusica)

Employment Agencies Act: Intermusica carry on agency business but act as agent only and can accept no responsibility as principals. Registered office as above. Registration No. 270 6845 VAT Reg No GB 355 1358 57