



Singing competition for young singers from around the world accompanied by a live orchestra

**AGREEMENT on the creation
of an artistic performance and the granting
of an exclusive licence to use it
2026**

TY TYSKA

bonartfest.cz

v. January 5, 2026

TYSCA z.ú.

Company ID: 23818280

with its registered office at Krkonošská 2001/16, Vinohrady, 120 00 Prague 2

registered at the Municipal Court in Prague under file No. U 1352

represented by its director, Mgr. Jakub Liegert

(hereinafter referred to as the "Producer")

and

Date of birth:

permanent residence:

represented by:

Date of birth:

permanent residence:

(hereinafter referred to as the "Performer")

jointly conclude this

**AGREEMENT ON THE CREATION OF AN ARTISTIC PERFORMANCE
AND
GRANTING AN EXCLUSIVE LICENCE FOR ITS USE**

**Article I
Subject of the Agreement**

1. **Competition.** The Producer is organising the Bon Art Junior Fest 2026 Competition (hereinafter referred to as the "Competition"), the final concert of which will take place at the Hybernia Theatre in Prague on 13 October 2026 (hereinafter referred to as the "Concert"). Audio and audio-visual recordings of the Performer's Artistic Performances will be made at the Concert for the purposes of presenting the Producer and the Competition, for radio and television broadcasting and for CD and DVD production.
2. **Subject of the Agreement, Artistic Performance.** Under this Agreement, the Performer agrees to create an Artistic Performance at the Concert – an interpretation of a musical work with lyrics to be determined by the Producer (hereinafter referred to as the "Performance"), to abide by the rules of the Competition that the Performer, through his/her legal representative, has already signed (hereinafter referred to as the "Competition Rules"), and to fulfil other obligations under this Agreement. The Performer shall perform live. The Performer expressly agrees that no financial or other remuneration is due to the Performer for the creation of the Artistic Performances, the granting of the license under Article III of this Agreement, or for the Performance of any other obligations under this Agreement.
3. **License.** By this Agreement, the Performer grants the Producer, as an exclusive license agreement, the right to exercise the right to use the Performer's Artistic Performance in the manner and to the extent provided for in this Agreement, and the Producer undertakes to provide the Performer with appropriate conditions for the creation of the Performance taking into account the specific nature of the space, in which it shall be created. The Parties agree, in accordance with the provisions of Section 2372(2) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"), that the Producer is not obliged to use the licence. The subject of the Agreement is also the determination of the mutual rights and obligations of the Producer and the Performer in the preparation, promotion and realisation of the Concert and the AVP (Audio-Visual Performance).

**Article II
Obligations of the Performer and the Producer**

1. **Obligations of the Performer.** The Performer shall be obliged to attend the Concert and rehearsals in the months set by the Producer, on dates notified to the Performer by the Producer at least 14 calendar days in advance and in accordance with the Competition Rules. All preparation and rehearsal dates will be consulted with the Performers but will be mandatory.

2. **Dates.** If you are attending the final Concert, the dates will be listed on the website at www.bonartfest.cz and the Performer is also obliged to accept them. The Performer is obliged to arrive at the Performance fully prepared and in such condition as to deliver the Performance that is in line with the Artistic and commercial interests of the Producer.
3. **Accessories.** For rehearsals and Concert, the Performer is required to bring all the costumes and all the accessories needed for the Performance. The Performer agrees that the recording of the AVP, as well as his/her live Performances, will be produced using sound and lighting equipment provided by the Producer and the Promoter.
4. **Cooperation.** The Performer is obliged to be available to the Producer throughout the Concert and rehearsals at the venue, as specified in the schedule of activities and as further instructed by the Producer and the Promoter. Throughout the aforementioned period, the Performer is obliged to make every effort that can reasonably be required to perform the Performance to the best of his/her ability.
5. **Performance Terms.** The Performer is obliged to comply in full with the agreed conditions of his/her Performance, including the agreed repertoire, and to interpret the text of the script given to him/her without any changes.
6. **Instructions.** In preparing and realising the Performance, the Performer is obliged to perform the Performance in accordance with the Producer's instructions unless they conflict with the Competition Rules or this Agreement.
7. **Collaboration.** The Performer is obliged to participate in promotional events designated by the Producer related to the presentation and advertising of the Competition and the Bon Art Junior Fest 2026/2027 and 2027/2028 (i.e. the following years), without any remuneration.

Article III Licensing Provisions

1. **Permission.** The Performer hereby grants the Producer permission to include his/her Artistic Performances performed at the Concert and any promotional events associated with the Competition unchanged or after processing or other modification in the AVP, to record them on the primary recording and an exclusive, for the entire duration of the protection of the property rights to the Performance under the Copyright Act and an unlimited license to use the Performances in the use of the AVP in accordance with §§ 13 to 23 of Act No. 121/2000 Coll., of the Copyright Act (hereinafter referred to as the "CA"), i.e. in particular via:
 - Reproducing
 - Dissemination on DVD media or media produced by similar technology, in particular on all types of so-called multimedia, such as CD plus, CD Extra, Enhanced CD, CD ROM,
 - Communicating to the public, and in particular
 - by television broadcasting (Sect. 21 of the CA)
 - by transmission of a television broadcast (Sect. 22 of the CA)
 - by operation of television broadcasting (Sect. 23 of the CA)
 - by live operation and its transmission (Sect. 19 of the CA)
 - by operation from a recording and its transmission (Sect. 20 of the CA)
 - by inclusion in electronic databases and communication by computer or similar network (Sect. 18 of the CA)
 - Using the sound component of the AVP or part thereof for reproduction, distribution, including distribution of the audiovisual work in the form of a so-called premium, i.e. by attaching a copy with the work free of charge to other goods, and only to magazines or books, which is the primary object of sale, or by selling with such goods at a significantly lower price than the usual price for the sale of media with audiovisual works with similar content, lending the original or a copy and for communication to the public
 - Renting and lending the original or a reproduction
 - Editing the Performance and the AVP with its synchronisation, i.e. in particular the acquisition of any language versions, shortening, splitting, combining with other works and Artistic Performances in a new AVP or sound recording, interrupting the work by advertising or otherwise combining with advertising, or other modifications, in particular for the purpose of exploitation of the work. This use includes the production of new audiovisual works, including audio and audio-visual trailers and promotional spots.
2. **Assignment.** The Producer is entitled to grant or assign the licence in whole or in part to a third party.
3. **Non-consent.** The Performer undertakes not to grant permission for the inclusion of a recording of his/her Artistic Performance in another audiovisual work and not to include it in such a work himself/herself. The Performer warrants that he has not entered into such an agreement prior to signing this Agreement. The Performer warrants that the right of withdrawal pursuant to Section 2378(1) of the Civil Code shall not be exercised prior to the expiration of 10 years from the conclusion of this Agreement, and the Parties agree that if the Producer decides not to release a DVD of the Performance

pursuant to this Agreement, this shall not be deemed to be a failure to use or an insufficient use of the license within the meaning of Section 2378(1) of the Civil Code.

4. **Consent to Recording.** The Performer consents to the taking of photographs and audiovisual recordings of the Performer performing the Artistic Performance by the Producer or persons designated by the Producer for the purpose of promoting the Producer and persons designated by the Producer. The Performer further agrees that other personal attributes of the Performer may be used in a similar manner.
5. **Authorization for Use.** Even if it is not specified in connection with the specific uses of the Performance, the Producer is always authorised to use the Performance as necessary to achieve the purpose of this Agreement (i.e., in particular, the proper use of the programme, promotion of such use and all related activities that are common in the practice of persons engaged in activities similar to those of the Producer under this Agreement or television broadcasters); when using the license under or in connection with this Agreement, the Producer and third parties designated by them are entitled to use or allow the use of the Performer's personality attributes.

Article IV Illness of the Performer

1. **Notification Obligation.** If the Performer falls ill to such an extent that he/she is unable to perform his/her Performance under any circumstances and, despite the incorporation of all options and the provision of all possible cooperation on the part of the Producer, cannot perform the Artistic Performance, he/she must immediately notify the Producer and provide a medical report.
2. **Other Obstacles to the Performance.** The Performer shall immediately notify the Producer of any other obstacle that prevents the Performer from fulfilling his/her obligations under this Agreement, in particular his/her Performance. In the event that the Performer fails to fulfil his/her obligations under this Agreement and the reasons for the failure do not meet the conditions for the Producer to recognise them as a reason for the Performer's failure to fulfil his/her obligations, i.e., the Performer could or should have foreseen them or could have prevented them, or they were not of such a nature and severity as to warrant non-participation in the Concert or rehearsal or other activity, the Performer shall be liable for damages resulting from the breach of such obligations. The provisions of this clause shall also apply to breaches of the Performer's obligations set forth in Article III of this Agreement.

Article V Withdrawal

1. **Withdrawal by the Producer.** The Producer shall be entitled to withdraw from this Agreement in the event that the Performer breaches any of his/her obligations set out in this Agreement or if the Performer fails to appear at the agreed time for the Performance or fails to comply with the instructions of the Producer or the Promoter.
2. **Right to Compensation.** In the event of the Producer's withdrawal from this Agreement, the Producer shall have the right to replace the cooperation with the Performer under this Agreement by cooperation with another Performer who will be selected by the Producer as a substitute according to the result achieved in the Competition.
3. **Withdrawal by the Performer.** The Performer shall be entitled to withdraw from this Agreement if the Producer materially breaches his obligations under this Agreement.

Article VI Final Provisions

1. **Number of Copies.** The Agreement shall be drawn up in two (2) copies, of which each Party shall receive one (1) copy.
2. **Disputes.** The Parties shall endeavour in good faith to settle amicably any disputes or disagreements arising out of or in connection with this Agreement.
3. **Severability Clause.** Should any provisions of this Agreement become invalid or ineffective as a result of a change in the law or otherwise, the Parties declare that the Agreement is valid in its remaining provisions, unless this contradicts its purpose or the provisions cannot be severed.
4. **Succession.** The rights and obligations arising from this Agreement shall pass to the successors in title of the Parties.
5. **Insurance.** Neither Party to this Agreement shall be obliged to take out insurance policies for personal property in relation

6. **Validity and Effectiveness.** The Agreement is valid from the date of conclusion and comes into effect provided that the Performer obtains the right to participate in the Concert according to the rules of the Competition. The Agreement is concluded for a fixed term, namely for the period, during which the Performer licenses the Performance rights under this Agreement, without prejudice to any other duration of certain rights and obligations arising under this Agreement, the Civil Code, the Copyright Act or any other generally binding regulation.
7. **Personal Data.** The Performer agrees that the Producer may process and handle, in accordance with Act No. 101/2000 Coll., on the protection of personal data, the personal data and sensitive data of the Performer for the purpose of complying with the provisions of this Agreement, for the period necessary to ensure the rights and obligations arising from this Agreement. The Performer has been duly instructed in accordance with Act No. 101/2000 Coll. on the protection of personal data on the rights and obligations of both the Performer and the Producer.
8. **Early Termination.** In the event of early termination of this Agreement by the Producer, the Parties agree that in such event, the early termination shall not affect the validity of the license agreement for the transfer of the Performance rights and the Producer's right to use the Performance and arrangements shall remain, and the Producer shall be entitled to decide whether to use the Performance.
9. **Confidentiality.** The Performer agrees not to disclose in any manner, during the term of this Agreement or after termination of this Agreement, any knowledge of information relating to the content of this Agreement, finances, working methods, or other matters of the Producer, Promoter, or persons associated with them, which the Performer has acquired during the term of or pursuant to this Agreement and which has been designated as confidential or which the Performer knew or should have known to be of a confidential nature. The Performer agrees not to use in any way for commercial purposes the name of the Producer, the Promoter or persons connected with them. The Performer agrees to refrain, during the term of this Agreement and thereafter, from any acts, communications or conduct that would result in discrediting or impairing the reputation or fame of the Producer, the Promoter or its affiliates, or any third parties engaged by them to perform this Agreement. The Producer agrees to maintain confidentiality during the term of this Agreement and after termination of this Agreement with respect to the contents of this Agreement, information about Performer's affairs obtained during the term of or pursuant to this Agreement that has been designated as confidential or that Producer knew or should have known to be confidential in nature. The Producer agrees to refrain, during the term of this Agreement and thereafter, from any act, communication or conduct that would result in discrediting or damaging the reputation of the Performer. In the event of a material breach of this Art. 6.10 of the Agreement, the Party who breaches it (the Performer or the Producer) undertakes to pay the other party (the Performer to the Producer or the Producer to the Performer) a contractual penalty of CZK 100,000.
10. **Representation.** If the Performer is represented by a legal representative when signing this Agreement because he/she does not have full legal capacity due to his/her minority, he/she signs this Agreement simultaneously as a sign of his/her consent to its contents in case its conclusion would fall within his/her (limited) legal capacity and also as a sign of his/her consent to the Performance of the agreement for the period for which the rights and obligations are agreed upon in the Agreement.
11. **Amendments and Supplements.** This Agreement may only be amended or supplemented in writing by agreement of both Parties. The Parties hereby exclude the registration of the provisions of Section 1740(3) of the Civil Code, which provides that an Agreement is concluded even if there is no complete agreement of the Parties' intentions. The Parties declare that they have incorporated everything they wanted into the Agreement and that everything else was immaterial to them. The Parties further declare that they have assumed the risk of a change in circumstances occurring after the conclusion of the Agreement and of disproportionate delay in the event of mutually provided Performance, and therefore exclude the registration of the provisions of Sections 1765, 1766 and 1793 of the Civil Code.
12. **Expression of Will.** Having read this Agreement, both Parties confirm that the contents, representations, rights and obligations contained herein are in accordance with their true, serious and free intentions and that this Agreement has been entered into by mutual agreement, not in a state of necessity or on manifestly unfavourable terms.

SIGNATURE SECTION FOLLOWS

In Prague, on

.....
Performer's Representative

.....
Producer

.....
Performer