

ARTISTIC PERFORMANCE CONTRACT AND LICENSE CONTRACT

concluded according to Section 39 and 40 and following provisions of Act No. 618/2003 Coll. Copyright Act as amended (hereinafter referred as the "**Copyright Act**") and according to Section 12 of Act No. 40/1964 Coll. Civil Code, as amended

(hereinafter referred as "**Contract**")

between the following contracting parties:

CUSTOMER: Košice - European Capital of Culture 2013, n.o.
 Registered seat: Kukučínova 2, 040 01 Košice, Slovak Republic
 Represented by: Ing. Ján Sudzina, the director
 Bank details: Prima banka Slovensko, a.s.
 Account number: 0558235001/5600
 ID No.: 35583461
 VAT ID No.: SK2022737871

(hereinafter referred as the "**Customer**")

and

ARTIST: Neumann-Finanse Sp. z o.o.
 Registered seat: Aleje Jerozolimskie 44 p.203, 00-024 Warszawa, Poland
 Represented by: Michał Łaskiewicz
 Bank details: BRE BANK SA
 Account number: PL 12 1140 2004 0000 3212 0099 7692
 BIC: BREXPLPWMBK
 VAT: PL7781440564
 Email: mitodaj@gmail.com

(hereinafter referred as the "**Artist**")

I. SUBJECT OF THE CONTRACT

1. The subject of this Contract is the commitment of the Artist to perform the Artistic performance specified in Article II of this Contract, to grant license to the Customer specified in the Article V of this Contract.
2. The Customer is obliged to pay the remuneration to the Artist specified in the Article III of this Contract.

II. ARTISTIC PERFORMANCE

1. The Artist undertakes to perform the following performance:
Concert within the project "The end of the World ..or Big countdown ":
 Date and time: December 14th 2012 from 20:00 to 21:00
 Place: Tabačka Club, Gorského 2, 040 01 Košice, Slovak Republic
 (hereinafter referred as the "**Artistic performance**").
2. The Artist will participate on the following rehearsals:
 December 14th, 2012: 19:00 - general rehearsal
 The rehearsals will be held in the Tabačka Club, Gorského 2, 040 01 Košice, Slovak Republic.

III. REMUNERATION

1. The Customer is obliged to pay the remuneration to the Artist for completing the Artistic performance in the amount of 564,33 € netto (in words five hundred and sixty four euros and thirty three cents) (hereinafter referred as the "**Remuneration**"). Withholding tax is paid by Customer.
2. The Customer is obliged to pay the Remuneration to the Artist's bank account within 10 days after due Artistic performance.

IV. SPECIFIC PROVISIONS

1. The Customer undertakes to provide accommodation for three people, Michał Łaskiewicz, Małgorzat Neumann a Radosław Derubov, in hotel Horse Inn, Zvonárska 17, 040 01 Košice, Slovak Republic, in one single room and one double room, from December 13th 2012 to December 15th 2012, it means 2 nights.
2. The Customer undertakes to provide all technical, social, safety and sanitation conditions needed for undisturbed and dignified Artistic performance.
3. The Artist is obliged to arrive on time, at least 30 minutes before the Event.
4. The Artist undertakes to respect the organizational instructions from the Customer and to provide the Artistic performance professionally, seriously and responsibly.
5. The right to realise the autographing is the part of this Contract. The Remuneration includes participation of the Artist on autographing.
6. If the Customer or authorized person finds fundamental breach of this Contract, the Customer has not to pay the Remuneration or its aliquot part to the Artist.
The fundamental breach of this Contract is particularly:
 - a) breach of duties specified in Articles II, IV, V and VI. of this Contract,
 - b) unprofessional conduct of the Artist,
 - c) inappropriate behavior of Artist,
 - d) inappropriate and incomplete clothing,
 - e) drinking alcoholic beverages and consumption of narcotic and psychotropic substances during the Artistic performance, or before the Artistic performance.

V. LICENSE

1. The Artist grants to the Customer license according to Section 63 paragraph 2 of the Copyright Act mostly to:
 - a) communicate an unfixed Artistic performance to the public,
 - b) make the original fixation of Artistic performance, without the Artistic title to additional remuneration,
 - c) use the fixation of Artistic performance for promotional purposes.
2. If the Artist creates the Work, which could be qualified as the work according to Copyright Act, the Artist grants to the Customer an approval to each using of the Work, or its parts, according to Section 18 paragraph 2 of the Copyright Act, mostly to:
 - a) make a copy of fixation of Work,
 - b) distribute the original fixation of Work or copy thereof to the public by sale or any form of transfer of ownership,
 - c) distribute the original fixation of Work or a copy thereof to the public by rental or lending,
 - d) transformation, translation and adaptation of the Work,
 - e) include of the Work into collection,
 - f) public performance of the Work,
 - g) public display of the Work,
 - h) communicate to the public of the Work,
 - i) modification of the Work, completion of the Work.

3. The license granted by the Artist to the Customer pursuant to this Contract is granted in an unlimited extent and for unlimited area.
4. The Artist grants the license according to this Article of this Contract free of charge.
5. The Artist grants the license for unlimited period.
6. The Artist grants to the Customer the license as exclusive license. The Artist is not entitled to grant to third party any license and is obliged to refrain from the use of the Artistic performance and/or the Work in any way by himself/herself.
7. The Artist grants to the Customer an approval to transfer the license granted by this Contract to third person.
8. The Customer is entitled to transfer of the license without the consent of the Artist.
9. Upon the dissolution of a legal entity* to which a license has been granted, rights and duties arising from this Contract pass onto its successor-in-title.

VI. THE CONSENT

1. The Artist consents with use of the names, portraits, pictures and image and sound records concerning the artist performances or expressions of artists personal natures. (hereinafter referred as the "Consent").
2. The Customer is entitled to use the subject of protection specified in paragraph 1 of this Article itself or by third person by each known usage in unlimited extend and in unlimited period.
3. The Artist grants Consent for the time of legal protection of subjects specified in paragraph 1 of this Article.
4. The Customer is entitled to transfer the Consent to the other person without consent of the Artist.
5. The Artists fee for the Consent stated in paragraph 1 of this Article is included in the Remuneration under Art. III. point 1. of this Contract.
6. The Artist consents with use of the personal data of artists under the Act No. 428/2002 Coll. on Protection of Personal Data, as amended.
7. The Artist consents with the disclosure of personal data to third parties for the purpose of billing the project by the Ministry of Culture of Slovak Republic. The Consent is given for the fixed term, until the end of the accounting of the projects

VII. TERMINATION OF THE CONTRACT

1. The contracting parties can terminate the Contract by written agreement.
2. The contracting parties can repudiate this Contract for reasons which do not allow them to fulfil the subject of this Contract, mostly due to force majeure, injury or disease.
3. The Customer is entitled to repudiate the Contract due to fundamental breach of the Contract or without a reason. Examples of fundamental breach of the Contract are listed in Article IV., Paragraph 6. of this Contract.
4. Repudiation of the Contract must be in written form and must be delivered to the other contracting party. The Customer is entitled to repudiate the Contract by e-mail to the e-mail address specified in Contract header.
5. In case of repudiation:
 - a) The Customer is entitled to compensation of damages, which consists mainly of costs
 - b) The Artist is not entitled to reimbursement of the costs.

VIII. FINAL PROVISIONS

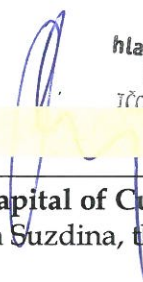
1. Legal matters not defined herein shall be governed by the Slovak law and are subject to the appropriate provisions of the Act No. 40/1964 Coll. Civil Code as amended, the Copyright Act and other generally binding legal regulations of the Slovak Republic.
2. This Contract is valid on the date of its signature by both contracting parties and comes into effect on the day following the publication of this Contract on the Customer's website.

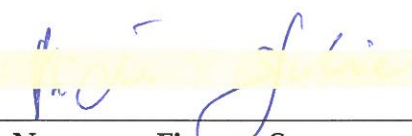
3. This Contract has been completed in two copies, one copy will be retained by both contracting parties.
4. Any changes or amendments of this Contract shall be made in written form only, mutually agreed and signed by both parties. This Contract is made in equal copies in Slovak and English language. The Contracting Parties agree that in the case of linguistic irregularity prevails Slovak version of this Contract.
5. All disputes related to this Contract shall be resolved by the competent courts of the Slovak Republic.
6. The contracting parties hereby declare that this Contract represents their free and serious will and that it has not been concluded under pressure or under demonstrably disadvantageous conditions and contracting parties understand its content and therefore they attach their signatures.

Košice, on 12/14/2012

On behalf of the Customer:

On behalf of the Artist:


Košice - Európske
hlavné mesto kultúry 2013, n.o.
Kukučínova 2, 040 01 Košice
IČO: 35 600 371
European Capital of Culture 2013, n.o.
Ing. Ján Suzdina, the director


Neumann-Finanse Sp. z o.o.
Michał Łaszkiewicz