

BOOSEY & HAWKES

A CONCORD COMPANY

CONTRACT FOR THEATRICAL PERFORMANCE

between

Musikverlag Hans Sikorski GmbH

10969 Berlin

Tax residency: Germany

ID: ' ' Finanzamt für Körperschaften III 12099 Berlin

VAT No:

represented in business matters by
BOOSEY & HAWKES Deutschland GmbH
c/o Concord Gruppe

10969 Berlin, Germany

Tax resident: Germany

ID:

VAT: ' ' Finanzamt für Körperschaften III 12099 Berlin

hereinafter referred to as **Licensor**

and

Moravské divadlo a Moravská filharmonie, příspěvková organizace
Tr. Svobody 33
77900 Olomouc
Czech Republic

Company No.: _____

VAT No: _____

represented by _____ (please enter)

hereinafter referred to as **Licensee**

hereby enter into the following agreement:

§1 - (Performance rights)

(1) The Licensor grants to the Licensee the territorially non-exclusive right to the stage performance of the work

Serge Prokofieff: 'Romeo und Julia' (02:00:0s0)

op.64 (1935/36, revidiert 1940)

Ballett in 3 Akten und Epilog von Serge Prokofieff, Adrian Piotrowski, Leonid Lawrowski und Sergej Radlow -
Leningrad - Kirow - Ballettfassung (Radlow/Piotrowski/Lawrowski)

(hereafter referred to as **Work**)

On the stage of the following Licensed Venue(s): Olomouc, Moravské Divadlo (410 seats)

Choreography by: Jan Fousek

For performances within the period/season: 2026

Planned premiere performance date: 13.03.2026

§2 - (Obligation to perform)

- (1) The Licensee undertakes to perform the work specified in clause 1 at least 2 times at the venue set forth there. At the point of the conclusion of the agreement the following performance details have already been determined:

13.03.2026, 14.03.2026

§3 - (Further utilisation)

- (1) The licence granted in Clause 1 hereof is strictly limited to the right of live performance of the Work(s) on the stage of the Licensed Venue(s). It does not include the right to broadcast or record or to produce or exhibit or communicate to the public by way of streaming the Work(s) by means of mechanical recording or visual cinematography, sound film or television or audio-visual methods or any other existing or future process of reproduction.
- (2) Where applicable, the reprinting or display of the libretto requires the prior agreement of the Licensor and will incur a licence fee.
- (3) The use of recorded media for performance purposes is not permitted.
- (4) The theatre is not permitted to display the performance of the work on a screen, through a loudspeaker or similar apparatus publicly or non-publicly or to have a third party display it publicly or non-publicly. This excludes the display for company purposes within the theatre, albeit only to the extent that this is necessary for the proper running of the performances and to the extent that the Licensor has the corresponding rights thereto.

(5) Notwithstanding the provisions of Clause §3(1), The Licensor grants to the Licensee the right to make

(a) an audio-visual recording of up to FIVE minutes completed edited footage of the performances of the Work which are licensed hereunder, such recording not to include any one complete song (such recording to be referred to as the "Promo Clip"); and

(b) the use of the Promo Clip solely for the purpose of promoting, publicising, and advertising the performances licensed hereunder in the following manner:

- (i) to make an Electronic Press Kit for distribution for promotional purposes only;
- (ii) to create e-flyers or a promotional video/dvd including the Promotional Clip;
- (iii) to exhibit the Promotional Clip in the Foyer, box office or bar areas of the Licensed Venue(s);
- (iv) to license the Promotional Clip for use in TV or radio documentary or news programmes;
- (v) to stream (but not make available for download or embedding) the Promotional Clip from the Licensee's website and any channel that Licensee may operate on, such as YouTube;
- (vi) to permit Licensee's sponsor to stream up to three (3) minutes of (but not make available for download or embedding) the Promotional Clip from the Licensee's Sponsor's website and any channel that the Licensee's Sponsor may operate on, such as YouTube.

The Licensee provided that it is not made available in any downloadable format.

The Licensee shall also be entitled to use a recording of the Work(s) which is owned and/or controlled by a third party in the same way (and with the same time restrictions as identified above in relation to the Promotional Clip) provided the Licensee has appropriate clearance from the owner/controller of such recording.

SAVE THAT no such uses of the Promotional Clip or third party recording shall be permitted without the Licensor prior written consent where any payment is made by the viewer for viewing the Promotional Clip or third party

recording, or the Promotional Clip or third party recording are part of any subscription offering or where the relevant use is sponsored or carries advertising.

Where the production is co-produced, the Licensee will be entitled to permit their co-producers to exercise the same rights in relation to the Promotional Clip which are granted to the Licensee, subject to all the limitations as described above.

c) No rights are granted or are purported to be granted hereunder in anything other than the Work(s) and where required the Licensee shall procure the necessary clearance from any performers or any other third parties who hold rights or whose consent is required in relation to the filming of the Work(s) or exploitation of the Promotional Clip.

**For the grant of the right to make a Promotion clip, the Licensee pays to the Licensor a lump sum of:
€ 100,00 plus 7% VAT (if applicable)**

Payment of this lump-sum shall be made within thirty (30) days of receipt of invoice from Licensor to the bank account specified on such invoice.

an audio-visual archival film shall be permitted subject to the following conditions:

(a) The Licensee may either film or videotape the performance at the dress rehearsal, preview or any performance. The Licensee may not edit the archival video.

b) The Licensee must ensure that the Archive Video is stored in an access controlled location. The Licensee may retain two (2) copies of the Archival Video, one being the master tape and the second being for study. The Stage may make another copy only if the copy has become unusable for study. It agrees not to make or have made any additional copy.

(c) In no case shall the Licensee

(i) lend a copy of the Archive Film for any purpose,

(ii) screen the Archival Film for promotional purposes,

(iii) make the Archival Video available for any purpose within any broadcast, cable, open or closed circuit system or device,

(iv) post the Archival Video on the Internet or store, transmit, publish or deposit it on any other type of computer or computer network, including a "cloud". It may not sell, assign, transfer or otherwise dispose of the Archival Film or any rights therein.

The Licensee may restrict access to the Archive Film in accordance with its normal practices, but it may not charge for the screening of the Archive Film.

For the grant of the right to make an audio-visual recording for archival purpose, the Licensee pays to the Licensor a lump sum of:

€ 150,00 plus 7% VAT if applicable

Payment of this lump-sum shall be made within thirty (30) days of receipt of invoice from Licensor to the bank account specified on such invoice.

§4 - (Performing Rights fee)

(1) For the grant of the stage performing rights, the Licensee shall pay to the Licensor a sum of

**15 % of the gross receipts per performance
plus 7% VAT if applicable**

The Performing Rights fee shall be based on the total box office takings without any deduction other than any VAT or like sales tax charged on the ticket prices. The Licensee will render statements of the sums due to Licensor within fifteen (15) days of the end of the month within which the performances take place and payments due and owing under this Agreement shall be made within thirty (30) days of receipt of invoice from Licensor to the bank account specified on such invoice. If the Licensee fails to render statements in a timely manner and fails to remedy

such failure within fourteen (14) days of Licensor notifying it of such omission, Licensor reserves the right to receive an invoice based on his bona fide estimate of box office takings.

The Publisher hereby confirms and warrants that Boosey & Hawkes Deutschland GmbH is the party entitled to receive the income payable under this Agreement.

The Licensor's tax details are:

Boosey & Hawkes Deutschland GmbH,

Ust ID: 30/039/75403 Finanzamt für Körperschaften IV, 10365 Berlin

VAT:

Postbank Berlin, IBAN

BIC:

- (3) The performing fee for public dress rehearsal and preliminary performances, where applicable, amounts to € 250,00 (plus tax if applicable).
Performance admission-free require remuneration of performing rights. They are only admissible with the prior written permission of the Licensor and incline a payment.
- (4) In the event of a reduction in the number of seats due to official orders, the Licensor reserves the right to agree a minimum guarantee of the performing fee per performance. The Licensee is obliged to report a reduction of the seating capacity in time.
- (5) If a performance is cancelled for reasons for which the Licensor is not responsible and if no replacement performance takes place, the Licensee shall pay the Licensor a cancellation fee of € 100,00 per performance. This provision does not apply in the event when the cancellation of the performance(s) occurs independently of the will of Licensee, i.e. Vis Maior Case.

§5 - (Performance material)

- (1) The Licensee must obtain the performance material from the Licensor. The performance material is supplied on a rental basis subject to the Licensor's General Terms and Conditions. In particular the Licensee may only use the material for the contractually agreed performances and/or the purpose specified on the rental undertaking. It is not permitted to sell, let, lend or reproduce the material or have it reproduced. The use of the performance material for the distribution, reproduction or technical playback of the work specified in clause 1 by way of radio, TV, video and/or audio recording media or similar means is not permitted without the Licensor's consent. The same applies to the use of the material for concerts or other public performances that are not covered by the rights specified in clause §1.
- (2) The Licensee shall at its own expense and risk return to the Licensor or its forwarder the material in its entirety in a usable condition, and this shall be done within 20 days of the last performance of the work. In the event of a late return, the Licensor is entitled to levy an additional material charge of 10% of the amount agreed in clause 6 per calendar month or part thereof.
- (3) The Licensee shall be liable for any dispatch and procurement costs.

§6 - (Hire fee)

- (1) On conclusion of the agreement the Licensee shall pay to the Licensor a sum of

**€ 2.000,00 (in words twothousand Euro) for the contract period.
plus 7%VAT^{if} applicable**

following receipt of the invoice without deductions as a charge for the rental of the performance material in an appropriate scope and proportionate to the purpose of the work.

Additional requests for material by the Licensee after conclusion of the contract that exceed the reasonable scope and purpose may result in additional rental charges being levied.

- (2) If the performance material is stored by the Licensee without it being performed, a storage fee is to be paid for this. A separate agreement is then to be demanded 4 weeks prior to the expiration of this agreement.

§7 - (Late payment)

- (1) The late payment of the sums due under clause 4 and clause 6 shall give rise to a default surcharge of 1% for each calendar month or part thereof after payment falls due. This is without prejudice to the right to assert further claims for late payment.
- (2) If the Licensor nominates persons or companies to collect outstanding sums, the costs incurred for the collection shall be borne by the Licensee.

§8 - (Term of agreement)

This agreement shall terminate on 31.12.2026.

§9 - (Conclusion of agreement)

The agreement shall be deemed concluded when both the Licensor and the Licensee have received the signed contractual forms.

§10 - (Special obligations on the part of the Licensee)

The Licensee is obliged to:

- (1) appropriately exploit the transferred performance right, prepare the performance carefully and propagate it as well as possible;
- (2) perform the Work without the insertion of other texts or music. This also applies to the addition of non-works texts or non-works music at the beginning and end of the Work. Music and/or lyrics that have not been supplied by the Licensor as performance material are defined as non-works;
- (3) make it possible for the Licensor and the author of the stage work to participate to an appropriate extent and in an appropriate manner in the rehearsals. The Licensor and author are to be informed of the rehearsal plan in good time upon request;
- (4) upon request, send programme booklet and poster to the Licensor free of charge;
- (5) upon request, make two seats available for each performance of the work to the Licensor and author respectively free of charge;

The Licensee is obliged that:

- (6) **The wording of the WORK (see §1) and the name of all authors of the WORK appears in the programme, evening cast sheet and on all publicity materials, including posters, advertisements, in hardcover and in social channels, webpages, etc.**

The Licensee shall procure that:

- (7) The name of the Publisher and the transfer of the performing rights are stated in the following manner in programmes as well as on the theatre bill:

Performing Right: © Musikverlag Hans Sikorski GmbH, Berlin

§11 - (Liquidated damages)

If one of the parties to the agreement grossly infringes a provision of the agreement, **in particular, but not limited to, if the Licensee fails to fulfil its obligations under §11(6)**. The infringing party shall pay to the other party liquidated damages of € 3.000,00 without prejudice to the continuing duty to effect performance of the agreement. Any liquidated damages paid shall be offset against any existing claim for damages. Further, the innocent party may terminate the agreement without notice where it is unreasonable for that party to continue with the agreement.

§12 - (Damages for delay)

Each party shall be liable for all damages caused by it on account of improper performance of the agreement, in particular the Licensees for the losses due to late payment resulting from it not commencing performance on time, not producing statements of account in time or not returning the material on time, and the Licensor, if it fails to deliver on time.

§13 - (General provisions)

- (1) The Licensor, an auditor acting for theatrical writers and Licensors or a third party subject to a duty of professional confidentiality shall be entitled to view and audit the box office reports. If a third party needs to be commissioned with the collection of all outstanding payments arising under this contract, the Licensee shall be liable for the collection costs.
- (2) The place of jurisdiction and place of performance in connection with clause 105 German Copyright Act (*Urheberrechtsgesetz der Bundesrepublik Deutschland, UrhG*) for both parties shall be the seat of the Licensor.

§14 - (Other provisions)

- (1) Any extension and supplement to this agreement must be in writing. This includes any changes of the location/venue and the number of performances. Additional performances are not permitted without the prior consent of the Licensor. Where consent is granted, an additional hire fee charge may be levied. The relocation of the venue after conclusion of the agreement may result in the performing fee being reviewed.
- (2) Guest performances must be agreed separately. The right to perform a guest performance shall be granted as a territorially non-exclusive right.
- (3) For approved guest performances the Licensee shall account to the Licensor for the performing fee on the terms specified in clause 4. A reduction of the performing fee for guest performances shall not be granted.
- (4) The Licensee shall notify the Licensor no later than three months before expiry of the term of the agreement as to whether the production is to be extended to a further run. In the event that such a notification is given, the Licensor shall endeavour to obtain the requisite authorisation of the original authors provided this is not precluded by any cogent reasons. A cogent reason shall be deemed given in particular where the Licensor no longer represents the right to stage performance.
- (5) The rights transferred in this agreement only include the rights of the stage publisher in respect of the copyrighted rights licensed. Rights to components of earlier stagings, e.g. stage sets, choreography, costumes, puppets, accessories etc. are expressly not a constituent part of this agreement.

Berlin, 12.11.2025

Olomouc, (01.12.2025)

Boosey & Hawkes Deutschland GmbH

vice President, Boosey & Hawkes, GSA

Licensee

Moravské divadlo
a Moravská filharmonie, p.o.
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