

Ref.Nr.

ID 13946

Contractual Parties:

The National Theatre, Ostrovní 1, 112 30 Praha 1

Commercial Reg. No.: 00023337, DIČ:CZ00023337

Represented by: Jana Dvořáková, the Administrative director of the Drama of the NT

(hereinafter referred to as the “NT”)

and

DAVID MAß

Address: Lychener STR. 52, 10437 Berlin

ID: L3HJ5P0T2

Date of birth

Account No.:

Tax Residency: Germany

(hereinafter referred to as “Co-operator”)

in accordance with the provisions of Section 1746 (2) of Act. No. 89/2012 Coll., Civil Code as amended, hereby conclude

Co-operation Agreement

Article 1

Subject of this Agreement is the preparation and conducting lecture of workshop of subtitling in a drama´s and opera´s performances and practical use subtitling SW. The lecture shall take place in Prague, 6th and 7th February 2020.

Article 2

1. The Co-operator shall carry out the agreed work in person.
2. NT shall make arrangements necessary for the activity pursuant to Art. I.
3. NT shall arrange and cover the cost of accommodation for the Co-operator in a single room at the hotel Thalia (with equipment for invalids).

Article 3

1. NT shall pay a fee of 2:000 **EUR (in words: Two tausand euros) gross**, withholding tax 0% i.e. 2.000 **EUR (in words: two tausand euros) net** (pursuant to Article 3.2), to the Co-operator. The fee shall be paid by bank transfer within 14 working days from performing the lecture. Both contracting

parties accept that the payment transfer surcharges pertaining to this Agreement shall be in the category SHA (shared).

2. The Co-operator submitted a valid confirmation of his tax residency issued by the relevant tax authority as of the date of signing of the Contract, the (net) remuneration thereof shall be taxed only in the state of the documented tax residency in accordance with the Double Taxation Agreement between the Czech Republic and Germany.

3. The Co-operator declares not to be a VAT payer as of the date of the taxable event. If this declaration is not based on truth, the Co-operator agrees that the contractual remuneration already includes VAT of the statutory rate. The NT agrees that, if the Co-operator becomes a VAT payer after signing of the Contract, the VAT at the statutory rate will be added to his/her contractual remuneration.

4. The NT undertakes to pay the VAT at the statutory rate valid in the Czech Republic as of the day of the taxable event from the gross amount of the remuneration set forth in the paragraph 3.1.

5. The Contracting Parties undertake not to disclose the provisions of Article 3 to third parties with the exception of the Tax Office and/or the Tax Adviser.

Article 4

1. The Co-operator acknowledges that in order to perform this contract it is necessary for the NT to collect, process and maintain, in accordance with the respective provisions according to EU Regulation 2016/679 and of Act No. 110/2019, on processing personal data (hereinafter referred to as the "PPD"), the Co-operator's personal data in the scope of address and identification data, description data mainly related to the Co-operator's artistic career and other data necessary for fulfilment of the contract, including the data provided by the Co-operator. NT is thus authorized to collect, process personal data of the Co-operator especially within the scope of portraits (promotional and those made during the activities carried out under this contract), identification and biographic data, for any purposes related to the activity of the NT, including above all the keeping of accounting, business, statistical and artistic records of the NT, market research, assessment of the NT's activity, marketing events and promotional activities, sending of commercial messages, offering of NT products and services, including through third parties, creation of catalogues, theatre programmes, magazines of the NT and documentary publications, with the aim to be used for promotion of theatre performances, including within tours and festivals. The NT is entitled to make the Co-operator's personal data available to its contractual processors and yield them under the conditions of this consent to its contractual partners (e.g. organisers of theatre performances).

2. The Co-operator affirms that he has been informed of the scope in which his personal data shall be processed, the purpose for which they shall be processed and the person or entity who shall process the data, and to whom his personal data shall be made available. The Co-operator affirms that he has been informed of his rights pursuant to the provisions according to EU Regulation 2016/679 and PPD. The Co-operator has been particularly informed of his being entitled to access his personal data and should he find out or assume that the NT or the processor has processed his personal data at variance with the protection of his private and personal life or contrary to law (especially if his personal data is inaccurate with regard to the purpose of its processing), the Co-operator shall be entitled to ask the NT or the processor for explanation and rectification of the errors or the deletion of personal data, as well as possess possible other rights stipulated in the legal regulations on personal data protection (on the day of the concluding of this contract, particularly the PPD).

3. The Co-operator has explicitly agreed that the NT shall collect, process and retain his personal data during the time of the duration of this contract and beyond, until such time as the Co-operator has withdrawn his consent, for the purpose of offering possible future collaboration on the part of the NT and negotiation of a contractual relation. The Co-operator is entitled to withdraw his consent at any time in writing.

Article 5

1. This Contract is made in two copies, of which each contracting party shall receive one copy.
2. This Contract shall enter into force and take effect on the date of its signing by both Contracting Parties.
3. Any modifications and amendments to this Contract shall be made in writing and in agreement of both Parties hereof.
4. All rights and obligations arising from this Contract shall be governed by the Civil Code No. 89/2012 Coll. The Contracting Parties hereby exclude the application of Section 1740 (3) of the Civil Code, which stipulates that a contract is deemed concluded in spite of a partial disagreement in the parties' will.

Annex: Statutory Declaration of Tax Residency

In Prague, on February 6th

In Berlin, on

Jana Dvořáková
the Administrative director of the Drama of the
NT

DAVID MAß
Co-operator