This Agreement is made this first day of June, 2023

# BETWEEN

Opal Limited, 4 Pembridge Mews, London W11 3EQ, United Kingdom VAT no.: 386218138 (“Opal”)

and

Czech Philharmonic Galerie Rudolfinum, [Alšovo nábřeží 12, Praha 1, 110 00, Czech](https://www.google.com/maps/search/Al%C5%A1ovo%2Bn%C3%A1b%C5%99e%C5%BE%C3%AD%2B12%2C%2BPraha%2B1%2C%2B110%2B00%2C%2BCzech%2BRepublic?entry=gmail&source=g) [Republic](https://www.google.com/maps/search/Al%C5%A1ovo%2Bn%C3%A1b%C5%99e%C5%BE%C3%AD%2B12%2C%2BPraha%2B1%2C%2B110%2B00%2C%2BCzech%2BRepublic?entry=gmail&source=g) Registration No.: 00023264 VAT No.: CZ00023264

(the “Producer”)

# NOW IT IS HEREBY AGREED AS FOLLOWS:

1. **The Exhibition**
2. The agreed venue is: Galerie Rudolfinum, Prague, Czech Republic.
3. It is understood that Brian Eno (“Eno”) shall at his sole discretion decide

which elements are to be exhibited and in what manner, following good faith meaningful discussion with the Producer.

1. The Production Documents attached hereto are an indication of the level of production specifications that will be required within the Exhibition. It is understood and agreed that the specifications provided in the Production Documents are only a general guideline and Opal and / or Eno will provide exact production requirements once all venue and equipment details are confirmed to Opal. It is understood and agreed that each Eno exhibition is site-specific and that there may be further amendments required.

The title of Exhibition is agreed as follows:

NAVE

Music by Brian Eno

An Installation by Jiří Příhoda

1. It is understood that Eno is under no obligation to attend the Exhibition or agree to any side-events.

# The Schedule

The Exhibition is scheduled to be open for a private preview on July 17th and the Exhibition opening will take place on July 19th. The exhibition shall be open to the public from July 20th 2023 to September 24th 2023 included.

# Exhibition Rights and Production Contributions

* 1. The Producer shall pay to Opal a net amount of EUR 15,000 (Fifteen Thousand Euro) (the “Payment”) with no further deductions in order to secure the rights necessary to present the Exhibition including all exhibits included in the Exhibition and materials provided by Opal (“Exhibition

Rights”).

* 1. The Payment shall be made in full upon signature of this Agreement.
	2. The Payment shall be payable by bank to bank wire transfer to the following bank account (or other bank account as may be advised in writing) on the dates indicated above:

Bank name: xxxxx

Account Name: Opal Limited Account No: xxxxx

Sort code: xxxxx SWIFT/BIC: xxxxx

IBAN: xxxxx

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Currency: EUR

# Additional Costs To Be Covered By The Producer.

The Producer will pay all costs associated with mounting, producing, promoting and marketing the Exhibition including but not limited to the following:

1. Flights from London – Prague – London for the Opal Production Team (up to 3 people) or equivalent travel by train to be booked by Producer once dates and travel times have been mutually agreed with xxxxx.
2. Mutually agreed first class accommodation for up to (3) people from the Opal Production Team in double rooms at a hotel near the venue for minimum five

(5) nights. The final schedule for all rooms for the Production Team will be

mutually agreed at least two weeks prior to commencement of the set-up of the Exhibition.

1. All internal transportation necessary to carry out the set-up and operation of the Exhibition including but not limited to transportation from the point of arrival in Prague to the accommodation, between accommodation and the venue and to point of departure from Prague as well as anywhere else that

involves travel in order for the Production Team to fulfill their obligations hereunder.

1. All equipment and other materials that are specified in the Production Documents attached hereto or as otherwise provided.
2. A per diem allowance of twenty five Euro (EUR 25.00) per person per

day for each member of the Opal Production Team for each day that they are in Prague for the Exhibition.

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1. All staff that are required to set-up and present the Exhibition including all technical and construction staff, a structural engineer and an electrician.
2. All insurances referred to in Clause 13 of this Agreement.
3. In the event that any members of the Opal Production Team are required to obtain visas or work permits to enter the country in which the Exhibition is intended to take place the Producer will inform Opal of this condition in a

timely manner and will supply all necessary paperwork in order for such visas or work permits to be issued. Any costs associated with the costs of obtaining such visas or work permits shall be the sole responsibility of the Producer.

1. Please note that all amounts stated in this agreement exclude Value Added Tax and / or Consumption Tax and any Value Added Tax and / or Consumption Tax applicable to any payment to Opal shall be added to the amount due.

# Production / Set-Up

1. Once the specific production specifications have been submitted by Opal and agreed by the Producer it will then be the Producer’s responsibility to ensure that the Exhibition is presented in the exact manner that has been agreed with meaningful discussion with Jiri and the Producer. If it is determined that any

element of the specifications cannot be provided the Producer will inform Opal immediately and both parties will determine whether it is possible to proceed with the Exhibition however Opal shall be under no obligation to fulfill their obligations hereunder if suitable alternatives cannot be mutually agreed.

1. The duration of the set-up of the Installation is agreed to commence at least 6 days prior to the scheduled public opening and will continue unobstructed until completion to Opal’s satisfaction. The Producer will advise Opal at least 28 days in advance of commencement of the set-up of any limitations to the set-up

including times when the venue may not be accessed; times when there will be other people in the venue; and any other limitations or restrictions.

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* 1. During set-up only staff and those working directly on the actual construction or management of the Exhibition are permitted in the Venue. Photography and

filming is strictly forbidden at all times unless mutually agreed by Opal in writing in advance.

* 1. xxxxx shall coordinate and direct all production.
	2. At the conclusion of the Exhibition any and all materials that have been provided by Opal to mount the Exhibition shall be returned to Opal at the Producer’s expense in the same manner in which they were provided. No copies may be made of any such materials and all materials provided shall remain the sole property of Opal at all times.

# Production Documents

The Production Documents attached hereto as well as the specific design and production requirements contained in any site-specific updated version of the Production Documents that Opal delivers to the Producer prior to the set-up period for the Exhibition shall form an integral part of this Agreement and all terms and conditions of the Production Documents and any updated versions thereof shall be treated as if they are terms and conditions of this Agreement and must be adhered to at all times.

# Ticket Prices

The admission to the Exhibition is free for all.

# Advertising / Marketing / Promotion

1. The Producer shall pay for and carry out an appropriate marketing and promotional campaign to inform the media and general public of the circumstances of the Exhibition.

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1. The Producer and / or any company or individual that is employed by the Producer to promote or market the Exhibition will only use authorized

promotional materials that have been supplied by Opal. Any use of Opal and / or Eno’s name, images or biographical material that are to be included in promotional and marketing materials or any program or brochure pertaining to Exhibition will first need to be approved in writing by Opal.

1. All rights to any materials provided by Opal or Eno shall remain the

exclusive property of Opal subject only to the use by Producer as agreed to

herein. The Producer will not make any copies of any of the materials provided by Opal, nor use the materials for any purpose separately from or

independently of the Exhibition except as agreed to herein without the prior written consent of Opal.

1. The Producer understands and agrees that Eno is under no obligation to give any interviews and Producer will not commit Eno to any interviews, meetings or other promotional or marketing activity without first obtaining Opal’s prior

agreement in writing to do so.

# Sponsors / Presenters / Media Partners

1. The Producer shall provide a list of any potential sponsors, presenters, products and / or media partners that it wishes to associate with the Exhibition and shall have these confirmed by Opal in writing prior to agreeing to any such relationships.
2. The Producer will ensure that there will be no sponsorship acknowledgments or any other product displays or signage in the actual room/s where the Exhibition is taking place.
3. The Producer will ensure that neither Eno, nor Opal are represented as

having any direct relationship with any agreed sponsor and / or its products; that they will in no way be perceived to be endorsing the sponsors or their products;

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and that any relationship with sponsors will only be seen to be with the Producer and not a direct relationship with Eno or Opal unless otherwise agreed to

in writing in advance.

# Recording Restrictions

(a) The Producer will ensure that no recording or filming of any kind including photographs of the Exhibition or any part thereof, will be undertaken by its staff, members of the media or the general public without Opal’s prior written permission.

# Complimentary Tickets

The Producer shall provide Opal with a minimum of 10 (ten) complimentary guest invitations to the Exhibition.

# Merchandise

No merchandising rights are granted under the terms of this agreement and the

Producer does not have permission to produce goods or products that use Eno’s name or any images derived from the Exhibit or its name.

# Insurance.

The Producer agrees to take out adequate insurance coverage that shall have the effect of insuring Eno and Opal against any and all claims arising from the presentation of the Exhibition. Such coverage shall include:

1. workers compensation insurance to cover anyone working on or associated with the Exhibition including the set up thereof;

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1. adequate public liability insurance to cover the general public and invited guests to the degree that is required under any local laws;
2. Loss or damage to any other property supplied by Opal as part of the Exhibition.

# Performing Rights

The Licensee shall ensure that it shall make all appropriate payments of royalties to the applicable local performing rights society during the Exhibition.

# Cancellation.

1. **(A) Force Majeure**

In the event that the Exhibition cannot go ahead or is forced to close ahead of schedule due to circumstances beyond the control of Opal and the Producer including acts of god, civil actions, wars, strikes or other such disturbances, then both parties agree to act in good faith in order to reduce any losses or costs created by the execution of this Agreement however it is agreed and understood that in any such instance:

* 1. any costs actually incurred by Eno or Opal that directly relate to the development or presentation of the Exhibition may be deducted from any payments already made by the Producer to Opal and;
	2. any money remaining from such payments by the Producer to Opal after deduction of the aforementioned costs shall be returned by Opal to the Producer forthwith.
	3. In the event that any such interruption occurs after the Exhibition has actually been opened to the public and has run for more than two days then Opal shall have the right to receive the full payment for the Exhibition Rights as if the Exhibition had run for the entire

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Schedule as stated above if it so requests. In such event Opal will agree to any extension to the schedule to allow for any days that are lost as long as this does takes place within 6 months of the original schedule.

# (B) Cancellation For Other Reasons

In the event of cancellation of the Exhibition by the Producer for any reason other than those stated in clause 15. (A) above Opal shall be entitled to receive the total payment for the Exhibition Rights as if the Exhibition had run for the entire Schedule stated above.

# Termination

This Agreement may be terminated by either party by written notice to the other in the event of a material breach of any of the terms agreed to herein or in the case of a default capable of remedy, the defaulting party fails to remedy such breach within a period of twenty (20) business days or such shorter time as may be appropriate in the circumstances following commencement of the set-up of the Exhibition upon receipt of written notice requiring them to do so. Termination hereunder shall not affect any accrued rights or remedies available to either party hereto.

# Confidentiality

It is acknowledged that this Agreement and the attached Production Documents contain confidential information and that any material and technology disclosed or provided by either party to the other in connection with this Agreement and / or the Exhibition are confidential. A party may only reveal confidential information if required by law, if the confidential information is in or enters the public domain for reasons other than a breach of this Agreement, or to its professional advisers to obtain professional advice. None of the terms and conditions of this Agreement shall be disclosed to any third-party except as agreed to herein.

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# General Provisions

1. The headings in this Agreement are for convenience only and are not to be deemed a part of this Agreement or relied upon in its construction or interpretation.
2. This Agreement may not be assigned by a party to any person without the other party’s prior written consent.
3. No waiver of any term or condition of this Agreement or any breach of this Agreement or any part thereof shall be deemed a waiver of any other

terms or conditions of this Agreement or of any later breach of this Agreement or any part thereof.

1. Illegality and unenforceability of any part or parts of this Agreement shall not affect the legality or enforceability of the balance of this Agreement.
2. Nothing herein contained or hereby implied shall be deemed to give rise to the relationship of a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties;
3. In this Agreement unless the context otherwise requires the masculine includes the feminine and vice-versa and the singular includes the plural and vice-versa.
4. Opal shall have the right at any time by giving notice in writing to the

Producer to terminate this Agreement forthwith on the happening of any of the following events:

* 1. if a resolution is passed for the winding up of the Producer or a petition for the liquidation of the Producer is presented;

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* 1. if a resolution is passed for the appointment of a receiver or administrator to control the Producer or its assets .
1. No party hereto has the authority to bind the other by any representation,

declaration or admission, or to make any contract or commitment on behalf of the other or to pledge the other party’s credit.

# Indemnity

Each party hereto hereby undertakes to keep the other harmless from and fully and effectively indemnified against all losses, third party legal claims and damages

(including reasonable legal fees) arising out of any breach of any warranty, undertaking, representation or agreement hereunder provided that such loss or damage is suffered pursuant to the order of judgment of a court of competent jurisdiction in proceedings where the defaulting party is given an opportunity to participate, or pursuant to a

settlement reached with the other’s prior written consent.

# Law Of Jurisdiction

This Agreement and all of its terms and conditions shall be governed by English law and any legal proceedings that may arise out of it are to be brought in the High Court of Justice in London.

# Entire Agreement

This document is the complete agreement between Opal and the Producer and supersedes any prior representations, understandings or arrangements made between the parties hereto. Any alterations to any of the terms and conditions contained herein shall only be valid if agreed to in advance in writing and signed by both parties.

# Signed for and on behalf of the Opal Limited:

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# Date:

06 / 21 / 2023

# Signed for and on behalf of the Producer:

**Date:**

# Production Documents:

**Please note that further production Documents will be added following confirmation of the content of the Exhibition.**