

# Agreement

This Agreement is made and entered into by and between Vertical Productions Ltd (hereinafter referred as Party A) and Drak Theatre and The International Institute of Figurative Theatre (hereafter referred as Party B) about Party B's Production(s) on the basis of equality and mutual benefit.

## I. Production & Plan

1. Name and Content: Log Leg. Both Parties agree to co-produce a version for *Log Leg* (Chinese Title 《右脚日记》) with a cast based in China, hereafter referred to as "The co-production". "The co-production" shall be approved by both Parties. The co-production" shall be credit as:

*Created by Drak Theatre and the A.S.K., and add the logo of both Parties in every promotional materials.*

2. Participants: up to 150 persons (children and adults) for each show.

3. Co-production Plan (draft):

*From April.1,2023 to June. 1 2023, audition & confirm the cast*

*From May.1 2023 to Jun.4 2023, making the stage sets, costumes in China*

*From June.5 2023 to Jul.5 2023, rehearsal in the studio with stage ready*

*From Jul.6 2023 to Jul.23 2023, 3weeks shows in ASK Beijing*

*From Jul.24 2023 to Aug.13 2023, 3weeks shows in ASK Shanghai*

*From Aug.14 2023 to Aug.20 2023, 1week shows in ASK Hangzhou*

*From Jan.1 2024 to Jan.21 2024, 3weeks shows in ASK Suzhou*

*The exact premier and tout date to be confirmed by both parties.*

## II. Exclusivity

1. Party B agrees that, for two (2) years from the premiere date in 2023 (exact date to be confirmed) in China, Party A shall have exclusive right to arrange and present the tour of the Chinese co-production of Log Leg, and use its related materials. Two months before the expiration date of this Agreement, Party A and Party B will re-evaluate the collaboration, with the good intention to extend this Agreement for 3 more years.
2. Party B agrees to give "first-refusal" priority of LOG LEG to party A for discussions of any kind of long-term cooperation in China, namely Party B shall inform and discuss with Party A before initiating discussions of presenting LOG LEG with a third party, and can only reach agreement with a third party on terms of written consent form Party A.

## III. Party A agrees to

### 1. Preparation Period

- 1.1. Provide Party B information about foreign & Chinese performers based in China.

### 2. Creation Period

- 2.1. Production Cost



- Making the sets, costumes & props in China under the requirement of Party B.
- Making Chinese technical rider and other production materials.

#### 2.2. Rehearsal Cost

- Pay the local performers rehearsal cost and pay the stage director's fee.
- Provide rehearsal venue and pay the cost.
- Provide technician during the rehearsal and pay the cost.

#### 3. Touring Period

- Inform Party B the confirmed number of shows and tour cities in advance, and pay the royalty fees as agreed.
- Provide a video of performance during the tour for review by the director and for further adjustment of the acting.

### IV. Party B agrees to:

#### 1. Preparation Period

- 1.1. Lead audition and confirm the cast together with Party A.

#### 2. Creation Period

##### 2.1. Rehearsal

- Lead the rehearsals online under a schedule agreed by both parties and give notes, and ensure artistic quality of the "The co-production" and further tours under the agreed duration.
- Provide clear rehearsal plan for the performers.
- Provide Party A precise instructions the light and sound control of the project.

##### 2.2. Producing

- Give detailed instructions in time to assist Party A to make sets, costumes & props.
- Give detailed instructions of lighting plan, sounding cues, and all the related technical requirements.

#### 3. Touring Period

- 3.1 Party B will always have the Right to see a recording of the show and give feedbacks on it to ensure it remains the same artistic quality as the premiere.

### V. Total Fee & Payment arrangement

#### 1. Production Fee:

-Party A will bear all the cost of the sets, props and costumes making and purchasing in China.

#### 2. Royalty Fee

Party A will pay Party B 1500rmb per performance as royalty, Party A will inform Party B the number of shows beforehand.

### VI. Payment arrangement

#### 1. Payment arrangement

- 1.1. Royalty: Party A will pay the royalties every 3 months after the premiere, the fee will based

on the actual performance numbers confirmed by both parties.

1.2. All the payment will not be done without receiving the official invoices issued by Party B.

**2. Party B bank information as follows:**

Bank Holder Name: Divadlo Drak a Mezinárodní institut figurálního divadla o.p.s.

Bank Holder Address: Hradební 632/1, 500 03 Hradec Králové

IBAN: CZ3701000000357806340217

BIC: KOMBCZPPXXX

Account Number: 35-7806340217/0100

Bank Name: Komerční banka a.s.

Bank Address: Náměstí osvoboditelů 798, 502 16 Hradec Králové

**3. Party A's invoice information as follows:**

Invoice to: Vertical Productions

Contact: Jane Zhou

Email: jane.zhou@artspaceforkids.com.cn

Mobile: +86 13456805230

Address: 3F, Block 5, 1898 Gonghexin Road, Jing'an District, China, 200072

## **VII. Violation**

Either of the two parties who cancel the agreed collaboration unilaterally without any discussion with the other party shall compensate to the other the economic loss incurred there-from with legal proof. Both parties should observe the terms of this Agreement and shall undertake the related responsibility and compensate to the other party if any violation happens.

## **VIII. Governing Law & Jurisdiction**

1. Party B acknowledges that Party A is producing the Performance pursuant to the terms and restrictions of license agreements, permits, consents and other approvals issued by the Chinese government entities. Party B agrees to comply with all existing laws, regulations and ordinances to Party B's performance in China as may be mandated by such entities.
2. This Agreement shall be construed and enforced in accordance with the laws and regulations in China. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Shanghai.

## **IX. Confidentiality**

All terms agreed in this Agreement shall remain confidential, namely not to be shared or indicated in any form with a third party. This clause remains in force after termination of this Agreement.

## **X. Force Majeure**

If the collaboration is to be cancelled due to force majeure (war, pestilence, acts or regulations of public authorities, civil tumult, natural disaster, inclement weather, strike, interruption of delay





of transportation service, or any other legitimate cause beyond the control of both Parties), the canceling party will inform the other in the shortest time possible and do his utmost to take the corresponding remedial measures. In this case, neither party is obligated to compensate any economic loss incurred.

**XI.** Each party will hold one copy of this Agreement (in English), which is in duplicate. This Agreement will come into force signed and sealed by both parties. Any updates for any clause in this Agreement shall be agreed by both Parties and stipulated in a Supplementary Agreement/Appendix.

Party A: Vertical Productions

Signed by:

Seal:

Date: 2023.5.23



Party B: Drak Theatre and The International Institute of Figurative Theatre

Signed by: Tomáš Jarkovský, Executive Director

Seal:

Date: May 9, 2023

