

Contracting parties:

- I. **Národní divadlo** (The National Theatre)
address: Ostrovni 225/1, Praha 1
Company No. 00023337 VAT No. CZ00023337
represented by Filip Barankiewicz, Director of the Czech National Ballet
(hereinafter referred to as the "ND")

and
2. **Mr./Mrs. Kirsten Fischer**
Date of birth: [REDACTED]
German ID Card: [REDACTED]
Address: [REDACTED] Hamburg, Germany
Název banky/Bank: [REDACTED]
Vlastník účtu/account: [REDACTED]
IBAN: [REDACTED]
SWIFT/BIC: [REDACTED]
Tax domicile: Germany
(Hereinafter referred to as the "External Assistant")

Have concluded in accordance with § 1746 art.2 of the Civil Code 89/2012 the following
uzavírají ve smyslu ust. § 1746 odst. 2 zákona č.89/2012 Sb. - Občanského zákoníku

CONTRACT ON EXTERNAL ASSISTANCE SMLOUVU O EXTERNÍ VÝPOMOCI

Article I.

The subject of this contract is **external assistance**, which means preparation and leading of the costumes production of the choreography: **Liliom**: choreography and costume design: John Neumeier, stated of The Czech National Ballet with the premiere currently scheduled on **23rd October 2025** on the stage of The State Opera, the building of the National theatre.

Předmětem smlouvy je – externí spolupráce – příprava a vedení výroby kostýmů baletu Liliom: choreografie a kostýmy: John Neumeier, uváděnou Baletem Národního divadla, s plánovanou premiérou na den 23. 10. 2025 na scéně Státní Opery, budovy ND.

Article II.

The ND pledges, at its own expense, to provide necessary prerequisites for the external assistance pursuant to Article I.

ND se zavazuje vytvořit potřebné předpoklady pro externí výpomoc dle čl. 1.

Article III.

The above-stated external cooperation shall be provide by the External Assistant at The State opera, Ateliers and Workshops ND and in the building of The Czech National Ballet from **14th April 2025** onwards according to the instructions of the authorised employees of the ND.

Externí výpomoc se uskuteční ve Státní opeře, v Ateliérech a Dílnách ND a v budově Baletu ve dnech od 14. 4. 2025 a dále dle pokynů pověřených zaměstnanců ND.

Article IV.

1. The External Assistant pledges to participate, if necessary and agreed, in all rehearsals of the above-mentioned title upon agreement and according to the instructions of an assigned employee of the ND.

2. The External Assistant pledges to respect the safety working regulations and to subordinate himself to the working regulations of ND and the instructions of an assigned employee of the ND or external collaborators of the ND

3. Violation of the obligations resulting from Article IV.2 shall be regarded as gross violation of the Contract and in such a case, ND shall be entitled to withdraw from this Contract. Withdrawal must be in a written form and comes into effect in the date this is communicated to the External Assistant.

1. *Externí spolupracovník se zavazuje, že se zúčastní dle potřeby a po vzájemné dohodě všech zkoušek a prací souvisejících s výše uvedenou inscenací dle pokynů a dle dispozic pověřeného zaměstnance ND.*

2. *Externí spolupracovník se zavazuje podřídit se pracovnímu řádu ND a pokynům pověřených zaměstnanců ND, případně externích spolupracovníků ND.*

3. *Porušení povinností vyplývajících z článku 4. odst. 2 je považováno za hrubé porušení smlouvy a v takovém případě má ND právo od této smlouvy odstoupit. Odstoupení nabývá účinnosti jeho sdělením externímu spolupracovníkovi.*

Article V.

1. The ND and External Assistant declares, that the External Assistant submit at the latest **1st May 2025** the confirmation of her/his tax domicile, issued and confirmed by the appropriate Financial Authority in **Germany**. In that case the fee is taxed in the following manner:

a) the gross fee =411,76 EUR gross/1 working day, income tax 0 %, net fee =**411,76 EUR net/1 working day**, in words: **four hundred and eleven/76 EUR net**. The expected duration of the cooperation is a maximum of 20 days. The ND undertakes to pay from this gross remuneration VAT in the Czech Republic at the rate valid on the date of the effectuation of taxable supplies;

b) the gross fee =94,12 EUR gross/1 transport day, income tax 0%, net fee =**94,12 EUR net/1 transport day**, in words: ninety four/12 EUR net;

c) lump sum fee =2.000 EUR gross, income tax 0%, net fee =**2.000 EUR net**, in words: two thousand Euro net. The ND undertakes to pay from this gross remuneration VAT in the Czech Republic at the rate valid on the date of the effectuation of taxable supplies

2. In the event the External Assistant has failed to do so, the agreed fee according to para V.1 shall be taxed by ND by the income tax at a value of 15%. The ND undertakes to pay from this gross remuneration VAT in the Czech Republic at the rate valid on the date of the effectuation of taxable supplies.

3. Payment terms: the fee according to this contract shall be done by bank transfer to the External Assistant's bank account each payments in the terms of external cooperators after departure of Prague and after finishing of the cooperation.

4. Both contracting parties have accepted for the credit transfer agreed herein SHA (shared) banking charges.

5. The fee for the external assistance pursuant to the terms and conditions under this Agreement is paid without any VAT given by the law in the External Assistant's country. The ND doesn't accept and pay any document containing the VAT.

6. The ND undertakes to pay to the External Assistant the **travel costs** of return train tickets Hamburk-Prague-Hamburk.

7. ND undertakes to pay to the External Assistant the return transport from airport/railway station to the hotel and the public transport/taxi between the buildings of The National theatres and an accommodation.

8. The ND undertakes to ensure for the External Assistant the accommodation in the Anna's area (Ballet house) or hotel in the period from **14th until 16th April 2025** and further according to the previous agreement of both parties.

9. The contractual parties undertake not to disclose the provisions of Article V.1 and 4 to any third party with the exception of the tax authorities and the tax adviser.

1. *Externí spolupracovník prohlašuje, že se jeho daňový domicil nachází v Německu. Externí spolupracovník předloží nejpozději k 1. 5. 2025 potvrzení o jeho daňovém domicilu potvrzený příslušným Finančním úřadem v Německu. V tom případě bude odměna zdaněna následovně:*

a) *brutto odměna 411,76 Euro brutto/1 pracovní den, daň z příjmů ve výši 0 %, netto odměna =**411,76 Euro netto/1 pracovní den**, slovy: čtyřistajedenáct/76 Euro netto. Předpokládaná délka spolupráce je max. 20 dní. ND se zavazuje z této brutto odměny za externí spolupráci odvést DPH v CR v sazbě platné k datu uskutečnění zdanitelného plnění;*

b) *brutto odměna 94,12 Euro brutto/1 cestovní den, daň z příjmů ve výši 0%, netto odměna =**94,12 Euro netto/1 cestovní den**, slovy: devadesátčtyři/12 Euro netto;*

c) *jednorázová odměna ve výši 2.000,- Euro brutto, daň z příjmů ve výši 0 %, netto odměna =**2.000,- Euro netto**, slovy: dvatisíce Euro netto. ND se zavazuje z této brutto odměny za externí spolupráci odvést DPH v*

CR v sazbě platné k datu uskutečnění zdanitelného plnění.

2. V případě, že tak Externí spolupracovník neučiní, bude sjednaná odměna dle čl. 5.1 snížena o daň z příjmů ve výši 15 %. ND se zavazuje z této brutto odměny za externí spolupráci odvést DPH v CR v sazbě platné k datu uskutečnění zdanitelného plnění.

3. Způsob vyplacení odměny: Odměna dle čl. 5 této smlouvy bude vyplacena bankovním převodem na výše uvedený bankovní účet externího spolupracovníka vždy ve výplatním termínu externistů nebo po dokončení spolupráce.

4. Obě smluvní strany akceptují bankovní poplatky typu SHA (shared) pro bezhotovostní platby sjednané v této smlouvě.

5. Odměna za externí spolupráci sjednaná touto smlouvou bude účtována bez jakékoli daně z přidané hodnoty platné v zemi sídla externího spolupracovníka. Národní divadlo neakceptuje a neuhradí žádný doklad obsahující daň z přidané hodnoty.

6. ND se zavazuje zaplatit Externímu spolupracovníkovi zpáteční jízdenky Hamburk-Praha-Hamburk.

7. ND se zavazuje uhradit zpáteční dopravu pro Externího spolupracovníka z letiště/nádraží do hotelu a dopravu MHD/taxi mezi jednotlivými budovami ND a ubytováním.

*8. ND se zavazuje zaplatit Externímu spolupracovníkovi ubytování v Anenském areálu (sídlo Baletu) nebo v hotelu v termínu **14. – 16. 4. 2025** a dále dle předchozí dohody obou stran.*

9. Smluvní strany se zavazují, že ujednání čl. 5, odst. 1 a 4 nesdělí třetím osobám s výjimkou finančního úřadu a daňového poradce.

Article VI.

1. External Assistant declares that he has been acquainted with the Entry Instructions on work safety and fire protection at the National Theatre and the Working Regulations of the National Theatre, which are an integral part of this Agreement, and undertakes during his activity at the National Theatre to behave in accordance with the obligations set forth in this regulation.

2. The External Assistant acknowledges that in order to perform this contract it is necessary for the ND to collect, process and maintain, in accordance with the respective provisions according to EU Regulation 2016/679 and of Act No. 110/2019, on the processing of personal data, the External Assistant's personal data in the scope of address and identification data, description data mainly related to the External Assistant's artistic career and other data necessary for fulfilment of the contract, including the data provided by the External Assistant. ND is thus authorized to collect, process personal data of the External Assistant 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 ND, including above all the keeping of accounting, business, statistical and artistic records of the ND, market research, assessment of the ND's activity, marketing events and promotional activities, sending of commercial messages, offering of ND products and services, including through third parties, creation of catalogues, theatre programmes, magazines of the ND and documentary publications, with the aim to be used for promotion of theatre performances, including within tours and festivals. The ND is entitled to make the External Assistant'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).

3. The External Assistant 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 External Assistant affirms that he has been informed of his rights pursuant to the provisions according to EU Regulation 2016/679 and Act No. 110/2019. The External Assistant has been particularly informed of his being entitled to access his personal data and should he find out or assume that the ND 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 External Assistant shall be entitled to ask the ND 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.

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

5. The content of this Agreement is being stipulated at the time when specific measures and restrictions are in force in the Czech Republic adopted by the Government or Ministries of the Czech Republic by reason of public health being at risk in connection with the occurrence of the SARS-CoV-2 virus (hereinafter referred to as the

“specific measures and restrictions”). The parties to this Agreement acknowledge that the specific measures and restrictions allow the ND to carry out artistic and related activities under the conditions in line with the aforementioned measures and restrictions, while each party bears the associated risks.

6. Should the ongoing specific measures and restrictions affecting the ND's activities have an impact on the practical implementation of the time and working schedule, which constitutes an appendix to this Agreement, the ND shall be entitled in a manner commensurate to the given circumstances to change the dates/deadlines set in the time and working schedule, and the ND shall inform External Assistant such changes without delay.

7. In the event that upon the decision taken by the Government or the respective Ministry of the Czech Republic further measures and restrictions exceeding the framework of the measures and restrictions in force on the day of the signing of this Agreement shall be adopted by reason of public health being at risk due to the occurrence of the SARS CoV-2 virus that shall further diminish the ND's activities, the ND shall be entitled to withdraw from this Agreement. In such a case, the contracting parties agree that the costs actually incurred will be mutually reimbursed in accordance with the article 6. 1. b), 6., 7. and 8. of this contract.

1. *Externí spolupracovník prohlašuje, že se seznámil se Vstupní instrukcí o požární ochraně a bezpečnosti práce v ND a s pracovním řádem ND – jež jsou nedílnou součástí této smlouvy, a zavazuje se při své činnosti v ND postupovat v souladu s povinnostmi, které mu jsou těmito předpisy uloženy.*

2. *Externí spolupracovník bere na vědomí, že za účelem plnění této Smlouvy je nezbytné, aby ND shromažďovalo, zpracovávalo a uchovávalo v souladu s příslušnými ustanoveními Nařízení EU 2016/679 a zákona č. 110/2019 Sb., o zpracování osobních údajů, osobní údaje externího spolupracovníka v rozsahu adresních a identifikačních údajů, popisných údajů souvisejících především s uměleckou dráhou externího spolupracovníka a dalších údajů nezbytných pro plnění dle této Smlouvy včetně údajů externím spolupracovníkem poskytnutých. ND je tak oprávněno, aby shromažďovalo, zpracovávalo osobní údaje externího spolupracovníka a to zejména v rozsahu jeho podobizny, jeho identifikačních a biografických údajů, ke všem účelům souvisejícím s činností ND zahrnující především vedení účetní, obchodní, statistické a umělecké evidence ND, průzkum trhu, vyhodnocování činnosti ND, marketingové akce a propagační činnost, zaslání obchodních sdělení, nabízení výrobků a služeb ND, a to i prostřednictvím třetích osob, tvorbu katalogů, divadelních programů, časopisu ND a dokumentačních publikací, jakož i propagaci představení, a to i v rámci zájezdů nebo festivalů. ND je oprávněno osobní údaje zpřístupnit svým smluvním zpracovatelům a přenechat je za podmínek tohoto souhlasu svým smluvním partnerům (např. pořadatelům představení).*

3. *Externí spolupracovník prohlašuje, že byl informován o tom, v jakém rozsahu, pro jaký účel, kým a jakým způsobem budou jeho osobní údaje zpracovávány a komu mohou být zpřístupněny, jakož i o svých právech dle Nařízení EU 2016/679 a zákona č. 110/2019 Sb. Externí spolupracovník byl zejména informován, že má právo přístupu k osobním údajům a pokud zjistí nebo se bude domnívat, že ND nebo zpracovatel provádí zpracování jeho osobních údajů v rozporu s ochranou jeho soukromého a osobního života nebo v rozporu se zákonem (zejména jsou-li osobní údaje nepřesné s ohledem na účel jejich zpracování), má právo požádat ND či zpracovatele o vysvětlení a o odstranění závadného stavu či o výmaz osobních údajů, jakož i případná další práva stanovená předpisy na ochranu osobních údajů.*

4. *Externí spolupracovník výslovně souhlasí s tím, aby ND shromažďovalo, zpracovávalo a uchovávalo po dobu trvání této Smlouvy a dále až do odvolání souhlasu osobní údaje externího spolupracovníka za účelem nabídky případné další spolupráce ze strany ND a jednání o smluvním vztahu. Externí spolupracovník je oprávněn kdykoliv odvolat svůj souhlas, a to písemnou formou.*

5. *Obsah této smlouvy je sjednán v době, kdy v České republice mohou platit specifická opatření a omezení přijatá vládou ČR či jednotlivými ministerstvy ČR, z důvodu ohrožení zdraví v souvislosti s prokázáním výskytu SARS CoV-2 (dále jen „specifická opatření a omezení“). Účastníci této smlouvy si jsou vědomi toho, že opatření a omezení umožňují ND výkon umělecké i související činnosti za podmínek stanovených výše uvedenými opatřeními a omezeními a každý z účastníků nese rizika s tím spojená.*

6. *V případě, že trvání specifických omezení a opatření dopadajících na činnost ND ovlivní praktickou realizaci časového a pracovního harmonogramu, který je přílohou této smlouvy, je ND oprávněno způsobem přiměřeným okolnostem změnit termíny stanovené časovým a pracovním harmonogramem, o takové změně ND Externího spolupracovníka licence neprodleně vyrozumí.*

7. *V případě, že z rozhodnutí vlády ČR nebo příslušného ministerstva ČR, budou nad rámec specifických opatření a omezení platných v den podpisu smlouvy přijata další omezení a opatření z důvodů ohrožení zdraví výskytu SARS CoV-2, která dále omezí činnost ND, je ND oprávněno od smlouvy odstoupit. V tomto případě, smluvní strany souhlasí, že budou vzájemně uhrazeny reálně vzniklé náklady dle bodu 6. 1. b), 6., 7. a 8. této smlouvy.*

Article VII.

1. This Contract shall become valid on the day it is sign by both contracting parties and it will come in to effect on the day of it's making public in the Contracts Register, pursuant to the Czech Republic's Act No. 340/2015 Coll.

2. This Contract has been drawn up in Czech and English version, each with the validity of an original, of which each party receives one copy.

3. All amendments and additions to this Contract must be made in written form and with the agreement of both contracting parties.

4. All the rights and obligations arising from this Agreement are governed by the valid Czech system of laws, in particular, the Act No. 89/2012 Civil Code. The contracting parties hereby waive the application of the provisions of Section 1740, Clause 3 of the Civil Code, stipulating that an agreement or contract is also deemed concluded when the contracting parties fail to reach absolutely concordant manifestation of their will. Furthermore, the contracting parties waive the application of the following provisions of the Civil Code: Sections 1765 and 1766, on change in circumstances.

1. Tato smlouva nabývá platnosti v den podpisu obou smluvních stran a účinnosti dnem zveřejnění smlouvy v registru smluv dle zákona č. 340/2015 Sb..

2. Tato smlouva je vyhotovena v českém a anglickém jazyce, z nichž po jednom náleží externímu spolupracovníkovi a ND.

3. Změny a doplňky této smlouvy musí být učiněny písemnou formou a po dohodě obou smluvních stran.

4. Veškerá práva a povinnosti vyplývající z této smlouvy se řídí zákonem č.89/2012 Sb. – Občanským zákoníkem. Smluvní strany se dohodly, že na smluvní vztah uzavřený mezi nimi na základě této smlouvy se neuplatní následující ustanovení občanského zákoníku č. 89/2012 Sb.: § 1740 odst. 3 občanského zákoníku, který stanoví, že smlouva je uzavřena i tehdy, kdy nedojde k úplné shodě projevů vůle smluvních stran a dále § 1765 a § 1766 o možnosti smluvní strany domáhat se vůči druhé straně obnovení jednání o smlouvě při podstatné změně okolností.

Annex/Přílohy:

1. Preparation schedule/Harmonogram přípravy inscenace
2. Daňový domicil/Tax domicile
3. Template of the informed consent/Souhlas se zpracováním osobních údajů
4. Vstupní instruktáž o požární ochraně a bezpečnosti práce v ND

Done in 11.4.25 on Prague

Done in Prague, on 11.4.25

External Assistant

for National Theatre

Director of the Czech National Ballet

Annex No: 1 Preparation schedule

Day	Date	From	to	typ	tipe	Where
po	14.04.2025	08:00	17:00		1st visit	A+D
Út	15.04.2025	08:00	17:00		1st visit	A+D
st	08.10.2025	11:00	14:00	obl	Costumes reh.	SO
čt	16.10.2025	10:00	17:00	sta	set up	SO
		18:00	21:00	1.HL	Main reh.	SO
pá	17.10.2025	11:00	14:00	2.HL	Main reh.	SO
po	20.10.2025	10:00	14:00	sta	set up	SO
		15:00	18:00	ara	reggie	SO
út	21.10.2025	11:00	14:00	3.HL	Main reh.	SO
		19:00	22:00	1.GEN	General reh.	SO
st	22.10.2025	14:00	17:00	2.GEN	General reh.	SO
čt	23.10.2025	19:00	21:45	pre	premiere	SO

Statutory Declaration of Tax Residency
Čestné prohlášení o daňovém domicilu

Příjmení a jméno / Surname and first:	Kirsten Fischer
Datum narození / Date of birth:	11. 9. 1962
Adresa bydliště pro daňové účely / Address for tax purposes:	Ahrensburger Weg 93, 22359 Hamburg, Germany
Číslo dokladu totožnosti nebo cestovního pasu / ID card or passport number:	L1V5NTXFH
Stát, který průkaz totožnosti vydal / country that issued the personal document:	Germany
Daňové identifikační číslo v zemi, kde jsem daňový rezident / Tax number in the country where I am considered tax resident:	

Já, níže podepsaný(á), / I, signed below,

Declare on my honour that in the year 2025 as an assistant of costume designer a tax resident of **Germany** for the purposes of individual income tax and convention on avoidance of double taxation concluded between the Czech Republic and **Germany** and that I declare my worldwide income in this country. I am beneficial owner of the income paid by ND.

Prohlašuji na svou čest, že jsem v roce 2025 jako asistent kostýmního výtvarníka daňovým rezidentem v Německu pro účely daně z příjmů fyzických osob a smlouvy o zamezení dvojího zdanění uzavřené mezi Českou republikou a Německem a v této zemi deklaruji své celosvětové příjmy. Jsem skutečným vlastníkem příjmu, který je mi hrazen ND.

I sign this statutory declaration for National Theatre, Czech Republic.
Toto čestné prohlášení podepisuji pro Národní divadlo, Česká republika.

I annex copy of my ID card or passport for the purpose of the application of the lower tax rate of 15 %.

Přikládám kopii svého dokladu totožnosti nebo cestovního pasu, a to pro účely aplikace nižší sazby zdanění ve výši 15 %.



TEMPLATE OF THE INFORMED CONSENT SOUHLAS SE ZPRACOVÁNÍM OSOBNÍCH ÚDAJŮ

Národní divadlo, Ostrovní 225/1, 110 00 Praha 1, Company No: 00023337, VAT No. CZ00023337

(further: „Controller“)

Národní divadlo, Ostrovní 1, 112 30 Praha 1, IČ: 00023337, VAT No. CZ00023337

(dále jen: „Správce“)

I hereby grant permission with the ranking of my personal data (name, surname, title, residence address, telephone, e-mail, State of tax residence, copy of the certificate on the tax residence, tax number for the purpose of the income tax, copy of my ID card or passport) in the database of the Controller as well as with its processing for tax purposes in accordance with the article 36 section 1 letter a) item a) and article 36 section 1 letter c) of the Act no. 586/1992 Coll., on Income Tax for the purpose of the application for the tax rate of 15 % instead of 35 % to to my income (in the case of no confirmation of a tax domicile). This permission is granted for the period of 10 years due to the obligation of the proof of tax residency of performers during the time until the prescriptive period for the tax assessment elapses.

Tímto uděluji souhlas se zařazením osobních údajů (jméno, příjmení, titul, adresa bydliště, telefon, e-mail, stát daňové rezidence, kopie potvrzení o daňovém domicilu, daňového identifikačního čísla pro účely daně z příjmů, kopie občanského průkazu nebo cestovního pasu) do databáze Správce a s jejich zpracováním pro daňové účely ve smyslu ustanovení § 36 odst. 1 písmeno a) bod 1 a § 36 odst. 1 písm. c) zákona č. 586/1992 Sb., o daních z příjmů z důvodu uplatnění sazby zdanění 15 % namísto 35 % na mé příjmy (v případě nedodání potvrzení o daňovém domicilu). Souhlas se poskytuje na dobu 10 let z důvodu povinnosti doložení daňové rezidence veřejně vystupujícího umělce do doby uplynutí prekluzivní lhůty pro vyměření daně.

By this document I was notified on my right to access to my personal data, as well as on the right to refuse or withdraw such consent at any time. I was further notified on the fact that if I learn or suppose that the Controller does not process my personal data in accordance with the right on information, access to personal data, I have right to request, without delay, the correction or erasure, limitation of processing, right to obtain personal data in the structure, commonly used and machine-readable form, right to submit objection against processing of the personal data and right to submit the complaint at the supervisory authority.

Tímto dokumentem jsem byl poučen o mém právu na přístup k mým osobním údajům, a současně o právu kdykoliv odmítnout či odvolat tento souhlas. Dále jsem byl poučen o tom, že pokud zjistím nebo domnívám-li se, že Správce nebo zpracovatel provádí zpracování mých osobních údajů, které je v rozporu s právem na informace, přístupem k osobním údajům, mám právo požadovat bez zbytečného odkladu jejich opravu nebo výmaz, omezení zpracování, právo získat osobní údaje ve strukturovaném, běžně používaném a strojově čitelném formátu, právo vznést námitku proti zpracování osobních údajů a právo podat stížnost u dozorového úřadu.

If the Controller intends to process my personal data for another purpose than the one for which this permission was granted, he is obliged to provide me with the information on such purpose prior to such processing.

Pokud Správce hodlá osobní údaje zpracovávat pro jiný účel, než ke kterému byl tento souhlas udělen, je povinen mi ještě před dalším zpracováním poskytnout informace o tomto jiném účelu.

I was further notified on the fact that the Controller does not proceed to the automated individual decisions-making including profiling as well as on the fact that the Controller does not transfer personal data to third countries.

Dále jsem byl poučen o tom, že Správce neprovádí automatizované rozhodování, včetně profilování a o tom, že Správce nepředává osobní údaje do třetích zemí.

[Redacted signature area]

Annex no. 4/Příloha č. 4

Briefing on fire protection at the National Theatre (ND)

Pursuant to the provisions of Section 23 of Decree No. 246/2001, on fire prevention, as amended, the in-house Briefing on Fire Protection provides ND employees, i.e. the persons with whom the ND has concluded employment agreements, agreements on work performance, agreements on work activity, or the persons who with the organisation's knowledge are present at the ND workplaces, with information concerning the employees' basic obligations stipulated in the valid provisions of the legal regulations pertaining to fire protection and occupational safety.

Organisation and provision of fire protection at the ND

The person responsible for the overall condition and operation of fire protection in all the ND buildings is the general director of the ND. In accordance with the provisions of Act No. 133/1985, on fire protection, as amended, the general director of the ND is obliged to secure, organise, manage and control fire protection. Within the organisation of fire protection at the ND, responsibility for adherence to the fire protection regulations has been assigned to the respective managers commensurate to the extent of their duties. The fire protection officer is a manager accountable for fire protection. All the ND buildings have been assigned fire protection and prevention officers, i.e. specially trained employees who supervise and check adherence to the valid legal regulations pertaining to fire protection and in collaboration with the economic administration managers in the individual ND buildings take care of elimination of fire protection defects. Moreover, all the ND buildings are supervised by fire guards, whose operation is controlled by the fire prevention officers in charge of the respective buildings.

Fire report offices:

(telephone lines in the buildings)

National Theatre -	1333
Operations Building -	1333
Operations Building B -	1333
Estates Theatre -	2282
New Stage -	1313
Studios and workshops, Flora -	2420
Anenský areál complex -	2505, 2510
Storerooms, transport, Apolinář -	2690
State Opera -	224 901 800

Obligations of ND employees relating to fire protection:

For the sake of securing fire protection, all ND employees are obliged, in particular:

- a) To behave during work and when performing other activities in such a manner as to preclude inception of fire, to observe the fire protection rules, the prescribed working techniques and technological methods, to adhere to the orders, restrictions and instructions pertaining to fire protection, and to acquaint themselves with the fire regulations, the fire alarm directive and the evacuation plan.
- b) In the event that they observe fire, to extinguish the fire forthwith by means of available extinguishers, and should that not be possible, to sound the fire alarm in accordance with the fire alarm directive - to report fire at the fire report office (the ND telephone line 1333, the state fire service - 150) and to call in the fire guards.
- c) To be familiar with the method of sounding the fire alarm and calling in help in the case of fire. The fire alarm is announced in all the ND buildings by calling "HOŘÍ!" (FIRE), if the fire alarm has not been announced by the fire report office via wire radio; in the case of fire, to inform in person the employees of the closest workplaces about outbreak of fire in the respective premise.
- d) To report all fire outbreaks at the workplace (including the fires extinguished) to the designated ND employees (the building's fire prevention officer, the security guard at the porter's lodge, the superior, and the ND fire protection officer).
- e) To participate in fire-fighting upon the call of the fire extinction action commander, the chief fire guard or the commander of the fire emergency unit (the Act on fire protection stipulates the obligation to provide personal aid) and to follow the fire extinction action commander's instructions during such activity.
- f) To attend training on fire prevention in the ND and the specialist fire protection training to the required extent according to the ND fire protection training plan, and to undergo the prescribed knowledge test.
- g) To know the placement of fire protection equipment (portable fire extinguishers, fire hydrant boxes, etc.) and to know how to use such equipment.
- h) To make sure that after finishing work the workplace is in a fire-safe condition.
- i) To report forthwith to the superior employee, the respective building's fire prevention officer or the ND fire protection officer all the insufficiencies or defects in fire protection that may compromise the workplace's fire safety and, to the best of their ability, to take active participation in their repair.

The provisions also apply to the persons and employees of other organisations, who with the ND's knowledge are present in the ND buildings. All employees are liable to the ND for the damage they cause to it by violating the obligations relating to fire protection when performing work.

The ND has issued the following work directives pertaining to fire protection:

- **Direction on fire-prone activities in the ND buildings.** The directive stipulates use of naked flame and application of pyrotechnic effects on the stage during theatre performances.
- **Directive of the general director of the ND on securing fire safety at workplaces during welding and flame cutting in the ND buildings.** The directive defines the methods applied during welding and work with carbo-flex discs in the ND premises. Separate permits must be issued for such activities.
- **Rules for fire assistance guards in the ND venues.**

Obligations to be met at the ND workplaces and fire prevention rules - general principles

- 1) All the ND buildings, their furnishings and equipment must be maintained in a safe operational condition in accordance with the generally binding legal regulations and rules pertaining to fire protection.
- 2) Smoking and use of naked flame is strictly prohibited at all ND workplaces.
- 3) All workplaces must be kept tidy and clean. Waste (paper, textiles, wood, etc.) must be put in special containers and removed to the designated place every day.
- 4) All the luminaires, machines and workplaces exposed to high levels of dust setting must be regularly cleaned, once a week or, at the maximum interval of, once in two weeks. Luminaires must be furnished with protective covers.
- 5) Cookers and other electrical appliances brought from outside, which are not the ND's property, cannot be used.

Use of immersion heaters is banned in all the ND buildings.

- 6) Use of cookers is solely permitted in the designated areas, defined in the structural project. Use of other cookers may only be permitted upon request of the workplace manager on condition that all fire safety regulations relating to the specific cooker are complied with. Such exceptions are permitted by the respective building's economic administration director. Use of cookers for

heating up of rooms is forbidden. The employee who uses a cooker is responsible for the appliance's safe service, so as to preclude outbreak of fire. The same rules apply to electrical or gas heaters, if their use has been permitted by the respective ND building's technical and economic administration manager.

7) Attic spaces must be kept tidy and clean. They must be vacated, and it is forbidden to store any items, material or equipment in them. These spaces cannot serve as handy storerooms. Measures must be taken to prevent unauthorised persons from entering the attic spaces. At regular intervals, these premises must be cleaned, and the roofing must be checked. Entering the ND attic spaces with naked flame is strictly prohibited.

8) The spaces beneath stages must be kept tidy and clean. It is forbidden to store any items, props and other articles, including those made from non-inflammable materials. These spaces cannot serve as handy storerooms. Measures must be taken to prevent unauthorised persons from entering the spaces beneath stages.

9) Basement spaces must be kept tidy and clean. They must not serve for storing other flammable items than those the premises are intended to store. The main gas seals, water plugs and electricity switches must be visibly marked.

10) All exits, entrances, corridors and escape routes must always be kept completely clear, without anything built in, so that in the case of fire or other danger fast aid can be provided and the area at risk be rapidly evacuated.

11) Fire hydrant boxes, portable fire extinguishers and other fire protection equipment must always be freely accessible. Moving, removal or abuse of such equipment is forbidden. Every use of or damage to a fire extinguisher or fire protection equipment must be reported forthwith to the respective building's technical and economic administration manager. It is also imperative to maintain free access to electric switch-boards and plugs of all distribution mains (e.g. water, gas).

12) Scenery components, props and other items, waste and other material, must be placed at a distance of at least 120 cm from electrical equipment, heaters and other appliances, as well as lifts.

13) Freight lifts and vehicles, electrical or gas welding machines can only be used by persons authorised and properly trained, possessing a valid certificate permitting them to carry out the respective work. After finishing work, electrical and gas devices must be switched off immediately, and gas welding machines must be moved to the designated places in the building.

14) Use of naked flame, welding by means of using electric arc or flame, grinding by means of carbo-flex discs, etc. is only permitted in the ND buildings with a written permission issued by an authorised person. In this case, the authorised persons are the managers of the respective building's technical and economic administration, the ND fire prevention officers or the ND fire protection officers. Use of naked flame in the premises of the ND buildings (the stage, fire-prone workplaces, etc.) is only allowed in the case that prior written consent (a permit) has been issued. The only exception in this respect is fitter's workshops with a welding corner, car repair shops and other designated areas.

15) Putting inflammable items on electrical appliances, particularly floodlights, lamps, heaters, etc. is strictly forbidden.

16) The area around the fire curtains must always be kept clear.

Note: following the end of a theatre performance or working time, all employees are obliged to check whether all luminaires, radio and television sets, and other electrical devices, equipment and appliances are switched off. The exceptions are refrigerators, computers and other devices, which must remain on beyond working hours. Moreover, employees must check whether kindling materials, including smouldering cigarette butts, are present in waste baskets or elsewhere. All the ND employees who ascertain defects that may cause fire are obliged to report them to their superiors, or to the building's fire prevention officer or the ND fire protection officer. In urgent cases, all employees are obliged to report a dangerous situation at the building's porter's lodge – the fire report office. In all buildings, emergency telephone numbers are listed in the fire alarm directive and available at the fire report office.

Basic briefing on portable fire extinguishers (hereinafter referred to as the "PFE")

Hand-held fire extinguishers are intended for elimination of an incipient fire in its very inception with regard to the limited amount of the extinguishing agent and the limited time of their operation. Their weight does not exceed 25 kg (depending on the type and volume of the PFE filling).

PFE are divided by the type of filling that determines the suitability and method of their use:

Burning material	PFE water	air foam (foam):	CO2 (snow):	powder
Wood Shavings Packaging Paper Textiles Fibres Hay Straw	excellent	good	limited effect Warning: Do not use to extinguish loose materials.	limited effect Universal powder: good Do not use to extinguish loose materials.
Paints Varnishes Diluents Petrol Benzole Oils Fats, waxes Tar	poor	excellent	good	good Universal powder: excellent
Electrical equipment	Do not use! Risk of injury caused by electric current	Do not use! Risk of injury caused by electric current	excellent	Excellent

WARNING: In the case that electric current is on, it is necessary to keep a safe distance (1000V - 1 metre).

Fire protection beyond working time

The security guards in the ND buildings are in charge of fire prevention and protection beyond working time. In the buildings that do not have security guards, the managers of such buildings are obliged to ensure fire protection in another reliable manner, with regard to the building's nature and specific conditions.

Briefing on occupational safety and health protection at the ND. Act No. 262/2006, the Labour Code, as amended. Part 5, provisions of Sections 101 - 108

Rules of occupational safety and health protection (OSH)

1) For the sake of OSH, the ND employees are obliged:

- a) to observe the legal regulations aimed at preserving OSH, with which they have been duly acquainted;
- b) to behave at work in a manner that does not put at risk their health and the health of their colleagues;
- c) not to drink alcohol and not to take other intoxicants at the ND workplaces, not to arrive at work under the influence of such substances and observe the ban on smoking at the ND workplaces;
- d) to use personal protective equipment (PPE) at work, if assigned to them, and look after and maintain them in good condition;
- e) to attend seminars and training held by the ND for the sake of OSH and occupational hygiene, and to undergo the prescribed tests, as well as medical exams with the ND's medical care provider;
- f) to report to their superiors the insufficiencies and defects that may endanger OSH and, if possible, to participate in their redress or elimination;
- g) to undergo examinations carried out by the organisation or a public service authority with a view to ascertaining whether employees are under the influence of alcohol or other intoxicants;
- h) to be cautious when using machines and devices, and only use them in compliance with the service manual and safety instructions for the operations for which they are intended;
- i) when working at height, to use the equipment intended for such activity (stepladders, ladders, travelling platforms, etc.) in a manner securing their safe use;
- j) when working at height, it is forbidden to handle heavy objects that may compromise stability and hazardous tools, and it is necessary to make sure that persons in the vicinity are not put at risk;
- k) every opening in the floor that occurs during work must be covered forthwith and be under supervision, before access to it is secured by a suitable obstacle;
- l) not to interfere with the electrical installations without having proper qualification pursuant to Decree No. 50/1978, on professional qualification in electrical engineering, as amended.

In the event that during execution of his/her work duties or indirect connection with them an employee's health is damaged, and should the employee be capable of doing so, the employee is obliged to inform his/her superior without delay.

In the event that in consequence of such harm to health the employee is acknowledged as unable to work, this fact is qualified as an occupational injury (OI). The employer is obliged to draw up with the injured employee a record on an occupational injury within 5 days after the occupational injury has been reported. Injuries sustained on route to and from work are not occupational injuries.

Compensation for occupational injuries:

Employees who sustain OI or have been diagnosed with a job-related illness are entitled to receive, and the organisation is obliged to do so, compensation to the extent in which the organisation is liable for. Such employees must be compensated for:

- a) loss of earnings,
- b) pain and aggravation of social life,
- c) rational use of costs related to medical treatment,
- d) material damage.

The organisation is relieved from liability for an occupational accident if it proves that:

- a) the harm has been caused by the employee's violating legal or other occupational safety and health regulations, although the employee has been duly acquainted with them;
- b) the harm has been brought on by the injured employee due to having been under the influence of alcohol or other intoxicants.

Managerial staff bear responsibility for adherence to OSH and are obliged to familiarise their subordinate employees with the specific conditions at workplaces and with other regulations aimed at securing occupational safety within special training for employees, which is held immediately after entering their jobs and subsequently every 2 years.

Familiarisation with the risks pertaining to the stage and its vicinity

Risks pertaining to the stage and gridiron

- Openings in the floor necessary for theatre activities (trap doors, star traps, orchestra pits, etc.).
- Floor unevenness.
- Possible non-standard dimensions of stairs on the stage.
- In exceptional cases, possible missing or incomplete railing on props placed high, risk of a person's falling from a height.
- Falling props.
- Falling out of props at staff when opening trailers.
- Hitting a prop causing an injury, due to insufficient lighting (particularly during rehearsals and performances).
- A person's falling from the gridiron.
- An item's falling from the gridiron.
- Injuries caused by installed moving stage technologies (tables, fly bars, revolving stage).
- Injuries incurred in the space beneath the stage, especially the risk of injuries near moving parts of stage technologies - risk of cutting.
- Injuries caused by unexpected movement of fly bars, including props fixed on fly bars.
- Injuries incurred on moving or raised stage tables.
- Injuries resulting from falls when working at height (ladders on the stage, etc.).
- Injuries incurred from handling weapons (pistols, swords, etc.).
- Injuries incurred during the execution of permitted pyrotechnic effects, or when using naked flame.
- Fire - a) caused by a malfunction of the electrical installation;
- b) caused by a malfunction of an electrical appliance;
- c) caused by incompetent handling of an electrical appliance;
- d) caused by negligence, especially in the case of putting /leaving items near floodlights or covering floodlights with textiles and other inflammable materials;
- e) incurred during permitted use of naked flame or pyrotechnic effect.

Risk elimination:

- Prior to commencing activities, a person should always become acquainted with the workspace while it is fully illuminated.
- Openings in the floor should not be left without supervision.
- In the vicinity of the orchestra pit, a person should not carry out any activities that may result in his/her falling or falling of an item into the orchestra pit.

- All openings in the floor must be marked.
- A person should not get near openings in the floor and not lean above them.
- A person should always thoroughly rehearse treading on uneven surfaces, non-standard stairs and near edges of stairs without railing when they are fully illuminated and after becoming thoroughly acquainted with the respective space.
- When moving on elevated areas without railing, a person must not come nearer than 110 cm from their edges.
- Props must be thoroughly secured against falling.
- Trailers with props should always be opened with the utmost caution, gradually.
- Movement on the stage in the case that due to insufficient lighting a person is exposed to the risk of hitting or stumbling upon a set component or prop and suffer an injury, must always be rehearsed when the space is fully illuminated.
- A person should not enter the gridiron when feeling sick or momentarily indisposed.
- No work should be carried out on the gridiron when persons are on the stage.
- Following work on the gridiron, it is necessary to check whether there are on the gridiron items that may fall on the stage.
- Increased caution should be exercised when stage technologies and fly bars move, and particular caution should be exercised with regard to the risk of injuries incurred by suspended props.
- Driving on stage tables is forbidden; in the case a person is permitted to do so, he/she is obliged to adhere to the safety rules specifically stipulated for such activity.
- Unauthorised persons are not allowed to enter the space beneath the stage.
- In the event that persons are present in the space beneath the stage, it is necessary to preclude their being injured by movable parts of the stage technologies, primarily by thoroughly rehearsing of dramatic actions on the stage in compliance with the rules of the equipment's safe operation.
- In the event that persons are present in the space beneath the stage, it is necessary to provide sufficient lighting so as to prevent the persons' disorientation and their subsequent suffering injuries by the movable parts of the stage technologies.
- Fly bars should be evenly loaded.
- Specific performing artists should be briefed with a view to coping with specific hazardous situations.
- Increased caution is required when handling weapons, while pistols or other handguns, including those not loaded, must never be targeted directly at a person (the minimum angle must be 15°).
- Cutting and stabbing weapons can only be used if sufficiently blunted, and persons can only be touched with their flat face and can never be touched with full force.
- Cutting and stabbing weapons must not be carried nor set aside with their tips pointed outward.
- In the case use of naked flame is permitted, it is always imperative to adhere to the stipulated safety rules, to wit, both occupational safety and fire protection rules.
- Expert fire supervision is always necessary in the case of performing pyrotechnic effects and using naked flame.
- The electrical installations in buildings must possess the valid certificate proving their compliance with the ČSN 33 1500 technical standard.
- Persons without the required qualification are not allowed to handle the electrical installations.
- All electrical appliances used in the ND buildings must possess the valid certificate proving their compliance with the ČSN 33 1600 technical standard.
- Electrical appliances can only be used in compliance with the service instructions.
- Electrical appliances cannot be covered with any, especially inflammable, material.

In the event that a risk not included in the present list occurs, the responsible manager must acquaint the respective employee with the reduction and minimisation of the risk in the form of a specific safety instruction.

Responsibility for adherence to safety rules and instructions is held by managers commensurate to the extent of their duties.

Instructions for the persons not employed at the ND, yet present in its buildings with the ND's consent.

Always comply with the safety rules set by the ND manager with whose consent the persons are present in the ND buildings.

Never enter the stage without the stage manager's knowledge and consent, unless you perform work required by the ND, yet in this case too such work must only be carried out by authority of the manager whose competence includes the required activity, i.e. the assistant stage director, the stage manager, the head of the stage technology maintenance, the director of the economic administration of the respective building, etc.

Never enter the premises that are solely earmarked for the authorised ND staff, i.e. engineers, machinists, maintenance staff, etc.

In the event of participating in a guided tour, always stay within the set route and do not enter the stage, the space beneath the stage and the gridiron.

All ND employees are obliged to familiarise themselves with the placement of first-aid cabinets at their workplaces.

All ND employees are obliged to adhere to the aforementioned instructions, with which they have been duly acquainted.

To a commensurate degree, the content of this briefing also pertains to the activities pursued by the ND employees who carry out work at the workplaces located beyond the ND buildings.

The briefing material has been drawn up by: Vladimír Václavík, National Theatre fire protection and occupational safety officer, Z_OZO 164/2004, TEP/30/PREV/2019

I hereby declare that I have fully comprehended the content of the fire protection briefing and will adhere to the instructions to the full extent, including the instructions pertaining to occupational safety and health. I also confirm that I have been acquainted with the risks concerning work on the ND stages.

I am aware that failing to observe these instructions will be qualified as gross violation of work discipline, with all the consequences resulting from the respective provisions of the Labour Code, which may lead to termination of employment on the part of the organisation.

signature