



Moravské divadlo a Moravská filharmonie, p.o. tř. Svobody 33, 779 00 Olomouc	
Došlo 76.7.28	Č.j. 7565
Počet listů/příloh 4	přiděleno
Spisový znak / skartáční znak / lhůta 2.3.14.	

## THE REALLY USEFUL GROUP LIMITED

6 Catherine Street, London WC2B 5JY  
Tel: 020 7240 0880 Fax: 020 7240 1204 [www.reallyuseful.com](http://www.reallyuseful.com)

AGREEMENT made this 2<sup>nd</sup> April 2025

### BETWEEN

The Really Useful Group Limited, 6 Catherine Street, London, WC2B 5JY UNITED KINGDOM (the "Licensor")

### AND

Moravské divadlo a Moravská filharmonie, příspěvková organizace, třída Svobody 33, 779 00 Olomouc, Czech Republic (the "Licensee"),

together, the "parties".

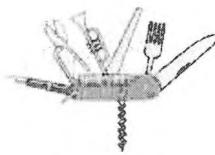
### 1. DEFINITIONS

In this licence agreement ("Agreement") the following words and expressions shall have the following meanings:

- (1) "Box Office Receipts" shall mean the gross sums received by the Licensee and/or respective agents, employees, and affiliates of the Licensee from all sources whatsoever in respect of the sale of tickets of admission to any performances of the Play actually given pursuant to the terms of this Agreement after the deduction only of customary taxes and commissions.
- (2) "Event of Force Majeure" shall mean the occurrence of fire, flood, casualty, government lockdown, war, civil commotion, act of God, pandemic (including but not limited to the COVID-19 pandemic) epidemic, public health emergency or any other cause beyond the control of the parties.
- (3) "Material" shall mean the vocal score and libretto of the Play and the 18 piece orchestration of the Play.
- (4) "Non-Replica" shall mean not reproducing any of the directions, designs, choreography, costumes or other creative elements from any previous production of the Play.
- (5) "Play" shall mean the dramatico-musical work entitled EVITA by Tim Rice and Andrew Lloyd Webber (the "Authors").
- (6) "Stage Rights" shall mean the non-exclusive right to produce a professional Non-Replica Czech language production of the Play during the Term at Moravské divadlo Olomouc for twenty two performances (22) performance(s) using an existing translation by Michael Prostějovský (the "Production").
- (7) "Term" shall mean the period beginning on 1<sup>st</sup> January 2026 and ending on 1<sup>st</sup> July 2027

### 2. GRANT OF RIGHTS

- (1) In consideration of the royalties provided for in Clause 5 below, the Licensor hereby grants to the Licensee the right to exercise the Stage Rights during the Term.



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- (2) The Play will be performed in accordance with the Material supplied by the Lessor. No alterations may be made to the storyline, text or the music without the express written consent of the Lessor which may be given or withheld at the Lessor's absolute discretion. The interpolation of any other or additional dialogue, music or lyrics is expressly prohibited.
- (3) The Lessor grants to the Licensee the non-exclusive right to use the names, likenesses and biographies of the Authors but only subject to the approval of the Lessor and only in connection with the Production.
- (4) All rights other than those specifically granted herein including, but not limited to, the use of any existing stage or lighting designs or choreography, merchandising rights, internet rights, the right to produce or make use of any logos belonging to the Lessor, the right to make a cast recording of the Play, the right to broadcast, televise, film or otherwise record the Play by any means whether audio or video either in rehearsal or performance are strictly reserved to the Lessor.

### 3. CREDITS

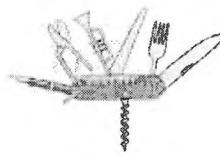
- (1) The Licensee shall undertake to cause the names of the Authors  
*(Lyrics by Tim Rice, Music by Andrew Lloyd Webber)*  
to be announced in letters no less than 50% (fifty per centum) of the size of the title of the Play, [on one line next to each other], but in no event smaller than that used for credit to any other individual or the Licensee on all programmes, houseboards, billboards, posters and in all paid advertising and publicity relating to the Play except in small advertising where the names only of the Play and the theatre are shown without naming any other individual or the Licensee.
- (2) The Licensee shall further undertake that the following credit shall be given on all programmes, posters and paid advertising issued in connection with its presentation of the Play: - *by arrangement with The Really Useful Group Ltd.*, such credit to appear above the title unless otherwise agreed by the Lessor.
- (3) The Licensee shall send to the Lessor one copy of each piece of printed advertising material issued in respect of the presentation of the Production, and shall not display or disseminate such material to the public until the Lessor has provided its written approval of such material in accordance with Clause 7 below.

### 4. HOUSE SEATS

The Licensee shall make available to the Lessor 2 (two) pairs of house seats in a good location for each performance of the Production for purchase at regular box office prices. Tickets for such house seats shall be held for purchase until 48 (forty eight) hours prior to each scheduled performance.

### 5. ROYALTIES AND FEES

- (1) Upon signature hereof the Licensee shall pay to the Lessor a non-returnable advance of £4000 (four thousand pounds sterling) (the "**Advance**") which shall be recoupable only against the Royalty paid to Lessor pursuant to Clause 5(2) below;
- (2) The Licensee shall pay to the Lessor a royalty of 14% (fourteen per centum) of the Box Office Receipts generated by the Production (the "**Royalty**".)
- (3) Upon signature hereof the Licensee shall pay to the Lessor a rental fee of £1000 (one thousand pounds sterling) (the "**Rental Fee**") for the loan of the Material to the Licensee.



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- (4) Statements of account of Royalties payable shall be made up and sent to the Licensor together with payment to the account of The Really Useful Group Ltd. in United Kingdom pounds by way of direct credit transfer to a bank account nominated by the Licensor no later than 30 (thirty) days following the end of each calendar quarter of the Term. The Licensor shall have the right to audit the books of the Licensee, inasmuch as such relate to the Production, at any time and for a period of 2 (two) years following the end of the Term.
- (5) Without prejudice to any other right or remedy of the Licensor any amounts outstanding after the due date for payment hereunder to the Licensor shall accrue interest at the annual rate of 2% (two per cent) over the base rate of Bank of Scotland plc from time to time in force calculated on a daily basis from the date that payment was due.
- (6) In the event that the Advance, Royalty payment and/or Rental Fees set out in above are subject to any form of withholding tax deduction the Licensee shall supply the Licensor with an appropriate certificate enabling the Licensor to claim credit for such withholding tax deduction in the United Kingdom.
- (7) All other fees or royalties payable to any contributing personnel shall be borne by the Licensee.

### 6. CANCELLATION

The Licensee will advise the Licensor in writing as soon as reasonably practicable in the event of cancellation of the Production. Notwithstanding the provisions of Clause 5 above the Advance and Rental Fee. shall not be returnable to the Licensee in the event of such cancellation.

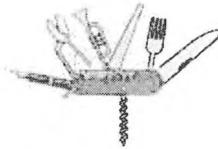
### 7. APPROVALS

- (1) The Licensor and the Authors shall have the right of approval of the manner in which the Play is performed.
- (2) Without prejudice to the generality of the foregoing, the Licensee shall seek and obtain the prior written consent of the Licensor in respect of:
  - a. all cast and creative personnel including Stage Director, Choreographer, Lighting Designer, Sound Designer, Set Designer, Costume Designer, Musical Director, Musical Supervisor, Principal performers;
  - b. advertising materials, artwork, credits, logos and designs relating to the Production;
  - c. where relevant, any translator(s) and translation of the Play and the form of assignment of copyright to be procured by the Licensee in respect of the same; and
  - d. the identity of any sponsors and the terms of any sponsorship agreements/arrangements therewith,

and in each case such approval may be given or withheld at the Licensor's absolute discretion.

### 8. INTELLECTUAL PROPERTY RIGHTS

- (1) Any trade marks or logos owned or controlled by the Licensor ("RUG Marks") shall not be used or reproduced by the Licensee or by anyone affiliated or associated with the Licensee or the Production, and nothing in this Agreement shall give the Licensee any right, title or interest in or to any of the RUG Marks.
- (2) The Licensee undertakes to assign, or to cause to be assigned, to the Licensor at no cost to the Licensor all intellectual property rights now or hereafter existing, including but not limited to the



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whole copyright, in any stage, lighting or costume designs, choreography, logos, artwork or other design elements created for or in connection with the Production, in each case for the entire period of copyright protection therein and all extensions thereof throughout the world, without reservation of any moral rights (which in all cases the Licensee undertakes to irrevocably and unconditionally waive or cause to be irrevocably and unconditionally waived), subject only to the right of the Licensee to exercise such rights therein as are granted by this Agreement and in accordance with Clause 7 above.

- (3) The Licensee undertakes to render such assistance, provide all such documents (including, without limitation, contractual arrangements with contributors to the Production), do all acts and execute such documents, and procure the execution of such documents, as may be necessary to give effect to the terms of Clause 8(2).

### 9. CREATIVE CONTROL

The Licensor may appoint up to four representatives to attend the final rehearsals and the first or one other performance of the Production. The Licensee will provide the Licensor's representatives with business class travel to Olomouc, Czech Republic and hotel accommodation in Olomouc, Czech Republic for two nights, and house seats in good stalls locations free of charge, for this purpose.

### 10. WARRANTIES

- (1) The Licensor hereby warrants that the Play is original to the Authors and is not defamatory and the Licensor is fully empowered to grant this licence.
- (2) The Licensor undertakes to indemnify the Licensee against any actions, costs, claims or damages arising from any breach of the warranty set out at Clause 10(1).
- (3) The Licensee warrants and undertakes that:
  - a. the Production shall be in accordance with the approvals provided under Clause 7;
  - b. it shall exercise the rights granted hereby in accordance with and pursuant to the terms of this Agreement;
  - c. it shall not take any action or omit to take any action the failure of which will in any way endanger the Play;
  - d. the respective contributions by all contributors engaged for the Production shall be original to those contributors and will not infringe the rights of any third parties;
  - e. it will take all reasonable precautions to protect its own personnel and any relevant cast and crew against any Event of Force Majeure where reasonably possible, including but not limited to adhering to all applicable regulations, rules, and local and national government advice regarding the same; and
  - f. it shall provide the Licensor with copies of all risk assessments relating to any such Event of Force Majeure, and any analysis that it has undertaken in respect of the same in advance of the Production.
- (4) The person signing this Agreement on behalf of the Licensee warrants and undertakes that he/she is authorised to enter into this Agreement on behalf of all the persons comprising the Licensee.

### 11. TERMINATION

- (1) The Licensor shall be entitled to terminate this Agreement immediately by notice in writing if:
  - a. the Licensee fails to make any payment hereunder by the due date;



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- b. the Licensee is in breach of any term or condition hereunder; or
- c. the Licensee has an administrator or receiver appointed over any part of its assets; or if the Licensee enters into compulsory or voluntary liquidation; or if the Licensee makes any arrangement for the benefit of its creditors or becomes subject or resorts to any laws or insolvency.

(2) The Licensee acknowledges and agrees that the Lessor reserves the right to terminate this Agreement or postpone the Term of this Agreement to a mutually agreed time, should the Lessor deem in its sole discretion that it is not advisable for the Production to go ahead as envisaged under this Licence due to an Event of Force Majeure.

(3) The termination of this Agreement pursuant to this Clause shall be without prejudice to any liabilities accrued prior to the date of termination.

(4) For the avoidance of doubt, no fees paid by the Licensee to the Lessor pursuant to this Agreement shall be returned or reimbursed as a result of termination.

### 12. NO ASSIGNMENT

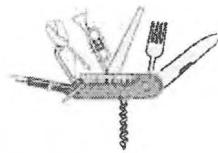
The Licensee shall not assign, license, transfer or charge or otherwise dispose of or subcontract any of its rights or obligations hereunder without the prior written consent of the Lessor.

### 13. LIABILITY

- (1) Licensee shall be fully responsible for the manner in which the Play is performed including ensuring that all health and safety legislation is complied with and complying with all other necessary regulations and requirements of local authorities or governmental bodies.
- (2) Lessor shall not be liable for any losses, damages, costs and/or expenses in connection with any third party claims or actions relating to the Production. Further, in no event will Lessor be liable to Licensee for any indirect or consequential losses relating to the Production or any cancellation of the Production.
- (3) Licensee shall indemnify and hold harmless Lessor and its respective employees, affiliated entities, agents, directors, representatives, successors and assigns from and against any and all claims, demands, actions, damages, liabilities, costs, losses or expenses of any nature whatsoever including legal and other professional fees (collectively "Losses") arising from or out of (i) any breach by Licensee of its representations, warranties, covenants or obligations herein, (ii) Licensee's negligence or other unlawful conduct or (iii) bodily injury, death or loss of or damage to property which occurs in connection with or as a result of the Production and/or the performance thereof or the preparations therefore except to the extent such Losses arise from the negligence or wilful misconduct of the Lessor.

### 14. WEBSITE/INTERNET RIGHTS

- (1) Notwithstanding anything to the contrary herein all internet rights in the Play and the Production and any materials supplied by the Lessor relating to the Play and the Production are expressly reserved to the Lessor (including without limitation all rights relating to websites, social media channels (including but not limited to Facebook, Twitter and Instagram), domain names, and mobile and tablet applications).



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- (2) The parties hereto agree that Licensee may use its existing website (<http://www.reallyuseful.com>) and social media pages to promote the Production, and Licensee agrees that it shall not, and shall not permit any third parties to, create any other website(s) or internet domains or social media pages in connection with the Production without Licensor's prior written consent.

### 15. THE MATERIAL

Within two weeks of receipt of the Rental Fee by the Licensor, the Licensor shall provide a set of the Material to the Licensee by email. All Material supplied by the Licensor shall remain the property of the Licensor and shall on no account be used in any other way than for rehearsal and/or the performance of the Production nor duplicated except with the express permission of the Licensor. All resulting copies of the Material must be destroyed and recycled by the Licensee at the end of the Term.

### 16. INTENTIONALLY DELETED

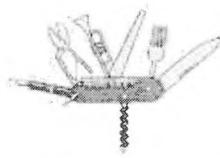
### 17. AUDIO VISUAL RECORDINGS

The Licensee shall not make any recording or filmed video or other audio visual record of the Production or of any preparations rehearsals or performance thereof or of any part thereof without the Licensor's prior written consent. If the Licensee wishes to create a radio advertisement or promotional film or commercial advertisement on film or video or any other form of audio-visual marketing tool for its Production of the Play (a "Commercial") it shall only do so provided that:

- (1) the Licensor shall have approved the script submitted to it for this purpose by the Licensee;
- (2) extracts from the Production comprised within such promotional film shall not in respect of an individual song exceed 1 (one) minute in length nor in aggregate exceed 3 (three) minutes in length;
- (3) the actual extracts to be utilised shall have previously been approved by the Licensor;
- (4) the Licensee shall own or acquire and vest in and assign to the Licensor all of the rights and interest in the Commercial subject only to the Licensee being able to exploit the Commercial during the Term in accordance with the terms hereof; and
- (5) the Licensee does not receive any compensation therefor other than reimbursement for the out-of-pocket costs of creating or using the Commercial.

### 18. GENERAL

- (1) This Agreement contains the full agreement of the parties hereto concerning the subject matter hereof and may only be varied in writing by the Licensor.
- (2) Nothing agreed herein shall constitute a partnership or joint venture between the parties hereto.
- (3) In the event that the Licensee comprises more than one person (whether or not an unincorporated association) each such person shall be in all respects joint and severally liable in respect of each and all of the obligations of the Licensee hereunder. References in this Agreement to the Licensee shall (where the context permits) be understood as including references to any and all such persons. Any agreement arising under this Agreement to the Licensor shall be an independent obligation.
- (4) The headings of the Clauses of this Agreement are included only in the interests of ease of reference; they do not form part of the Agreement and should not be used either in its interpretation or its construction.



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### 19. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law, and the parties hereto hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

**THIS AGREEMENT** has been duly executed on the day and the year first above written: -

For and on behalf of  
**The Really Useful Group Limited**

For and on behalf of  
**Moravské divadlo a Moravská filharmonie**

Ing. BcA.  
David Gern