

KYLIAN PRODUCTIONS BV

Chamber of Commerce nr: 27325653
Fiscal Identification nr: NL8198.63.774.B01

AGREEMENT

Reference Nr. 2026-12-03/Prague

Reference Nr: 6205/2025
Registry Nr: 279/Ba/25/PP

between

Národní divadlo (National Theatre)

Ostrovní 225/1, 110 00 Praha 1, Novo Mesto, Czech Republic

Reg. No.: 02 3337, Tax Reg. No.: CZ00023337

Bank details: ČNB, Na příkopě 28, Praha 1, Czech Republic

IBAN: [REDACTED]

SWIFT: [REDACTED]

Represented by [REDACTED] General Director
(hereinafter referred to as the "ND")

and

Kylian Productions BV

Acaciastraat 14

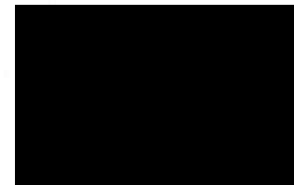
2565 KB Den Haag – NL

Chamber of Commerce Nr: 27325653

[REDACTED]

Represented by [REDACTED] Director
(hereafter referred to as KP)

27'52" {NEW DANCE COMMISSION AND LICENSE}



2565 KB Den Haag / Netherlands

Acaciastraat 14
Phone: +31-(0)6 – 150 666 34
e-mail: cthomas@kylianproductions.nl

ABN Amro Bank 45.69.11.170
IBAN code: NL18ABNA0456911170
BIC code: ABNANL2A

KP grants ND a non-exclusive license to stage the following dance production by Jiří Kylián – entitled:

27'52" {NEW}

In the context of this request KP is coordinating and facilitating the realisation of the above-mentioned production and is authorized to represent:

Jiří Kylián	production concept / choreography and set design (hereinafter referred to a JK or the Choreographer)
Joke Visser	costume design (hereinafter referred to as JV)
Kees Tjebbes	light design (hereinafter referred to as KT)
Joost Biegelaar	technical supervision and adaptation (light/set/décor) (hereinafter referred to as JB)
Urtzi Aranburu	assistant to the choreographer (hereinafter referred to as UA)

Under above presumption the undersigned parties agree that the production will be realised in accordance with the terms and conditions as defined hereafter.

- 1.0 KP will co-ordinate - on part of the herein represented authors collaborators – the contractual realization of above mentioned production. KP affirms that it possesses the respective rights and authorisation to present the aforementioned production in its entirety, using the set, costumes, technical lighting support etc. which are necessary for realizing performances at the highest professional standard.
- 2.0 ND agrees to present the herein mentioned production as:
27'52"
Dance Production / choreography by Jiří Kylián
Assistant to the choreographer: Urtzi Aranburu
Music: Dirk Haubrich (new composition based on two themes by Gustav Mahler)
Set design: Jiří Kylián
Costume design: Joke Visser
Light design: Kees Tjebbes
Technical supervisor (lights/set): Joost Biegelaar
World Première: 21 February 2002, Lucent Danstheater, The Hague, NL
Nederlands Dans Theater 2
- 3.0 ND acquires performing rights of the new commission over a period of 3 (three) years.
- 3.1 The life/time frame for licensed performances is: 12 March 2026 - 12 March 2029.
- 3.2 In the case that the present artistic direction is terminated prior to the above-mentioned licensing period, ND will invite the choreographer – on ND's expense and in due time before any performance within the new constellation – to re-approve the production standard of the work.
- 3.3 Performing rights are granted by KP to National Theatre non-exclusively for presentations in the Czech Republic – exceptions require written agreement.
- 3.4 Date of first performance: 12 March 2026
Location: Prague, Czech Republic

- 4.0 Copyright remains with the authors - i.e. for **27'52"**
- for concept, choreography and set design: Jiří Kylián
 - for the costume design: Joke Visser
 - for the light design: Kees Tjebbes
- 4.1 This copyright includes that no changes in production and choreography may be made - nor parts of it be performed - without written consent from KP or copyright holders.
- 4.2 Copyright holders reserve their right to renounce in writing performing/user's rights in case of artistic and/or authentic deficiencies and if the ND fails to rectify such deficiencies within 21 days after receiving the rephending letter.
- 5.0 Original and subsequent casting rights remain with choreographer Jiří Kylián or his designated assistant.
- 5.1 In consultation with the Czech National Ballet's Artistic Director - no cast changes should be made without choreographer's written consent which shall not be unreasonably withheld.
- 6.0 ND agrees to the following rehearsal specifications for **27'52"**:
- Period(s): excl. travel days
 - I September 16-17, 2025 (UA) casting
 - II October 29-November 8, 2025 (UA) setting
 - III January 12-23, 2026 (UA) setting
 - IV February 16-March 12, 2026 (UA) setting/staging
 - Daily rehearsal time:
In deliberation with ND's artistic director – however, a minimum of 3-4 hours per working day.
 - Other conditions: second and emergency casts should be free to attend all, however assistant is responsible for preparing only one first cast completely.
- 7.0 As far as the actual production is concerned, the execution and fabrication of the set, costumes, the lighting, video projections and computers, stage presentation and maintenance, eventual rentals and so forth - ND will assign the necessary personnel and workshops in consultation with the relevant collaborators given in clause 4.0 of this Agreement and cover all related expenses.
- 7.1 Specifications:
- In accordance with the set, ND agrees to rent the set from NDT in due time.
 - For the costumes, ND will obtain a sample package plus information from Joke Visser and fabricate the costumes in its ateliers in Prague. Any fitting visits by Joke Visser are not included in this contract (hotel/flight) should be arranged directly with her.
- 7.2 ND agrees to the following technical (stage) schedules which include time for light, technical stage rehearsals:
- I January 21, 2026 (JB) technical set up
 - II March 5-12, 2026 (JB) technical staging – technical lighting/costume/main and general stage rehearsals (sets and lights)
- 8.0 For acquiring the herein described productions including
- performing rights as specified above (first 10x royalties are waived)
 - all copyright fees (all reduced) in regard to concept/choreography, light/set/costume designs

- teaching/staging salaries, per diem and flights for the assistants (UA and JB) according to the schedule specified in Clause 6.0 and 7.2
 - light/technical set adaptation and supervision
- ND agrees to pay a total net amount of [REDACTED]

[REDACTED] net divided as follows:

- a) the fee for the setting and staging of the production amounting to [REDACTED] (gross), income tax amounting to 0% i.e. EUR [REDACTED] net and
- b) the fee for granting the license for the works amounting to EUR [REDACTED] gross, income tax amounting to 5% i.e. EUR [REDACTED]

ND has undertaken to pay from this gross fee for the staging and the granting of the license VAT in the Czech Republic at the rate valid on the date of the taxable supply. KP submitted its certificate of tax domicile, the tax residence of KP is in the Netherlands.

8.1 Not included and to be covered by ND:

- Royalties (exceeding 10 performances)
- local music rights
- excellent hotel accommodation including breakfast for [REDACTED] and a fully furnished apartment for [REDACTED]
- all production or rental expenses related to the set/costumes (materials, manufacturing, fabrication, rental) / extra lights
- copyright contract for usage of music composed by [REDACTED]
- costs related to a possible visit by Jiri Kylian (based on car service + hotel)
- local transportation for all assistants (airport-hotel/hotel-theater and v.v.)
- 50% hotel/car costs for a possible staging visit by Jiří Kylián (t.b.d.)

8.2 Method of payment:

Payments should be made in 2 (two) instalments -

- I EUR [REDACTED] gross, income tax amounting to 0% i.e. EUR=[REDACTED] net before November 8, 2025
- II EUR [REDACTED] gross, income tax amounting to 0% i.e. EUR=[REDACTED] net before March 12, 2026
- III EUR [REDACTED] gross, income tax amounting to 5% i.e. EUR=[REDACTED] net before March 12, 2026

8.3 Other ways of payment need consent in writing.

8.4 Payment(s) should be made net by wire transfer - with all implicated costs on behalf of ND - in favour of KYLIAN PRODUCTIONS to:

ABN-AMRO Bank Nederland N.V.
Koningskade 30
2596 AA The Hague -NL
Account nr. [REDACTED]
BIC / Swift code: [REDACTED]
IBAN: [REDACTED]

unless otherwise agreed in writing between ND and KP.

9.0 ND agrees to pay royalties (exceeding 10 performances) in the amount of:

EUR= 263,16 btto, i.e. after withholding tax 5%, = [REDACTED]
net per performance.

- 9.1 Exceptions are considered for performances given for educational purposes and/or benefit events.
- 9.2 Royalty payment(s) should be made in favour of KYLIAN PRODUCTIONS BV as indicated under 9.0 - not later than at the end of the season concerned and accompanied by a listing of performance dates and places.
- 10.0 Audio-visual recording or broadcasting of the work is not permitted with the exception of promotion and news coverage and within the limits of 3 (three) minutes of broadcasting and 9 (nine) minutes of recording material.
- 10.1 Any recordings exceeding above limits require written permission.
- 10.2 Separate audio recording is protected by copyright.
- 11.0 ND is permitted to video record the herein mentioned work (performance and studio) for rehearsal and archive purposes - restricted to the performing rights period.
- 11.1 Copyright of all such recordings remains with the choreographer.
- 11.2 ND's right to use recordings mentioned in nos. 10 and 11 is restricted to the duration of performing rights as described in # 3.0 with the exception of recordings used for internal archive purposes.
- 12.0 Any original design material remains property of the relevant copyright holder.
- 13.0 If ND intends to revive the production after a non-performance period of 6 (six) months or more, Czech National Ballet's Artistic Director will consult the choreographer/KP and - if necessary - invite him to supervise and/or conduct rehearsals and re-staging.
- 13.1 Choreographer is entitled to send a representative for such services including a relevant fee and expenses - such as travel, accommodation, and per diem - to be covered by ND.
- 14.0 If ND intends to renew performing rights after termination of the period - as specified in # 3.0 - a new agreement will have to be negotiated.
- 15.0 ND agrees to supply free of charge to the choreographer / KP with video links (preferably a close and wide shot) of the first performance and – upon request and free of charge – a recording of any other performance to supervise artistic standards.
- 16.0 For publicity and program purposes, ND agrees to only use up-to-date material and photos authorised by KP.
- 16.1 ND will supply KP with original programme, press releases and publicity samples upon request.
- 16.2 ND will arrange up to 2 complimentary performance tickets for the premiere per Assistant upon request in Prague. ND will also provide UA (upon request) with a complimentary ticket to the ballet performances of the ND during his stay in Prague.
- 17.0 For medical care, the herein mentioned assistants state to be covered by personal insurance policies.
- 17.1 ND is liable for working accidents in relation with assigned production localities in accordance to Dutch Law.

- 17.2 All Kylian assistants mentioned in Clause 6.0, 6.1 and 7.2 are in possession of an A1/E101 certificate.
- 18.0 In case of severe illness, accident, or other incidents acknowledged as "force majeure" on the part of the herein mentioned assistants/KP and/or ND, which might delay or prevent the completion of this production - none of the two parties will be liable for indemnity claims.
- 19.0 KP affirms that all the represented persons have been acquainted with the introductory briefing on fire prevention and work safety at the ND (Appendix No. 1 to this Agreement) and have undertaken to act during their work at the ND in compliance with the obligations imposed upon them by these regulations.

Undersigned parties acknowledge that this agreement is drawn up in 2 (two) original copies using the English language.

Its content shall be construed according to Dutch law.
Any alteration or amendment requires mutual consent in writing.

Undersigned accept the validity of above agreement in its entire and unabridged form.
Violation and/or non-compliance with this agreement – in total or part – will automatically terminate performing rights of the herein-mentioned production.

This Agreement shall come into force on the day of its signing of the contracting parties and will come into effect on the day of its making public in the Contracts Register, pursuant to the Czech Republic's Act No. 340/2015.

Place: Prague / Den Haag
On part of KP:



Director
KYLIAN PRODUCTIONS BV

Date: *October 27, 2015*
On part of the ND:



Director
NÁRODNÍ DIVADLO (National Theatre)