

Premises rental contract

concluded by the National Council of the Slovak Republic. 116/1990 Coll. on the lease and sublease of premises, as amended, and pursuant to §13 of the statute of the National Council of the Slovak Republic. 278/1993 Coll. on the Administration of State Property, as amended, between:

The leaseholder: **Slovakia – The Slovak National Theatre**
Address: Pribinova 17, 819 01 Bratislava 111
Entity ID: 00 164 763
TAX ID: 2020829954
VAT ID: SK 2020829954
Bank details:
Account number:
Represented by: Mgr. art. Marián Chudovský, General Director
Bc. Daniel Rabina, Marketing Director
(Hereinafter referred to only as the **leaseholder**)

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The client **Gramy – H Ltd.**
Address: Ráday u.40, 1092 Budapest, Hungary
Organisation registration number: Cg. 01- 09 -368949
VAT: HU 12026582
Bank details:
Account number:
Represented by: Attila Égerházi, Managing director

(Hereinafter referred to only as the **client**)

1 Opening provisions

- 1.1 The owner is the manager of the New Slovak National Theatre building located on Pribinová street in Bratislava, which is owned by the Slovak Republic (hereinafter referred to as "the SND New Building"). The new SND building registration number: 7272, built on the plot 9155/4 in the Old Town and the plot 9182/19 in Nivy, listed in property deeds 3957 and 8494 issued by the City Administration for the city of Bratislava
- 1.2 The leaseholder claims to be entitled to lease the new SND building or thereof to the client.
- 1.3 The client declares that they are of the intent of organising a corporate event at the new SND building in Bratislava on 9 th November 2013 known as the "Oriflame Gala" for invited guests, followed by a reception.

2 The subject matter and purpose of the rental

- 2.1 The leaseholder is committed to provide the short-term use of premises in the new SND building specified in paragraph 2.2 of this Article (hereinafter referred to as "the facility") for the purpose of holding the corporate Oriflame Gala event for invited guests and the subsequent reception. The client undertakes make use of the facility in accordance with this contract and agrees to pay the leaseholder the agreed fee for the rental thereof.

- 2.2 The specifications of the facility:
- a) The opera and ballet hall
 - b) Common facilities on the 2nd and 3rd floor of the opera and ballet side of the building
 - c) Opera and ballet hall cloakroom for guests
 - d) Dressing rooms for the organisers, performers and catering staff
 - e) Opera and ballet hall social facilities for guests
- 2.3 The leaseholder undertakes to provide and ensure the client and usual services associated with leasing office space, including a supply of electricity for general use (indoor lighting), cold and hot water in addition to the facility.
- 2.4 In the leased premises electrical equipment such as light projections, additional lighting reflectors, lighting effects, amplified music on separate PA system (instruments, speakers, etc.) may not be used. Such items may be used only with the prior consent of the leaseholder under a special agreement. In the event that the client violates the prohibition state herein above without consent and a special agreement with the leaseholder, the client shall pay the leaseholder for each hour of infringement a contractual penalty to the amount of €1660 (in writing: one thousand six hundred and sixty Euro).
- 2.5 In the event of permission being granted pursuant to Section 2.4 of this Article, electronic equipment shall not be placed in the area of the emergency exits which are located on either side of the main entrance to the new SND building on the second floor. In the event of violation of this prohibition the client is obliged to pay the leaseholder a contractual penalty to the amount of €1660 (in writing: one thousand six hundred and sixty Euro).
- 2.6 The leaseholder will allow the client access to the leased premises in accordance with paragraph 2.2 paragraph a) of this Article for the purpose of preparations for the event on 09.11.2013 from 00.00, and access to the leased premises in accordance with paragraph 2.2. b), c), d), e) of this Article, for preparations for the event on 09.11.2013 at 12.00. Upon making use of the facilities the client is obliged to:
- a) Adhere to the conditions set herein
 - b) Observe the leaseholder's instructions that are not in conflict with the contents herein
 - c) Consult every action and the extent of the respective preparations with the leaseholder
 - d) Deliver a list of persons entitled to enter the rented facilities
 - e) Deliver a list of contacts for persons responsible for the running of the event
 - f) To agree in advance the use of the theatre buffet by authorised persons with permitted access to the theatre

3 Rental duration

- 3.1 The parties to the contract have agreed that the facility rental specified in article 2, paragraph 2.2 a) of this contract is concluded for a fixed term – namely from 00:00 on the 9th of November 2013 until the 9th of November 2013 under agreement that the event is to finish by 18:00 on the 9th of November 2013 and that the facility will be emptied by 22:00 on the 9th of November 2013. The parties to the contract have agreed that the rental of the facility as per Article 2, paragraph 2.2 b),c),d),e) of this contract is for a fixed term – this being from 12:00 on the 9th of November 2013 until 21:30 on the 9th of November 2013 and that the event in these areas will be completed by 19:30 on the 9th of November 2013 and this area of the rental will be emptied by 21:30 on the 9th of November 2013, including the catering. The moment the rental is concluded the rented space must be emptied and cleaned.
- 3.2 A handover protocol must be signed by the leaseholder and the client upon the rental commencing. The handover protocol is to be prepared by the leaseholder and shall include the

handover time and any eventual faults ascertained. When the rental concludes these provisions shall apply mutatis mutandis.

- 3.3 The client is obliged to return all keys for the rented facility immediately after the rental has concluded. For every unreturned key the client is obliged to pay the leaseholder a sum reflecting the expenses incurred for the installation and/or replacement of the respective locks.
- 3.4 The leaseholder is to hand over the rented facility in a clean and tidy fashion, including toilets equipped with all the required hygienic items. The leaseholder is not responsible for any eventual defilement of the rented facility after it has been handed over to the client. In the event of need arising, the leaseholder may secure cleaning of the facility and replenishment of the toilet items after handover of the facility on the basis of a separate agreement and for a fee.

4 Rental and payment terms.

- 4.1 The parties to the contract agree a fee for use of the subject matter of the contract to the amount of € 17.208 (in writing seventeenthousand twohundred and eight euro). The fee is exempt from VAT. The rental fee includes payments for services related to the facility rental as per Article 2, paragraph 2.3 herein.
- 4.2 If the client fails to hand over the facility at the time agreed in Article 3, Section 3.1 of this contract, the leaseholder is entitled to require the client to pay a contractual penalty for each commenced hour of delay in handing over the facility to the amount of €1660 (in writing: one thousand six hundred and sixty Euro)
- 4.3 The client shall pay the leaseholder the agreed rent within 7 days of receipt of the invoice issued by the leaseholder, but no later than on 01.11.2013, the leaseholder is entitled to issue an invoice immediately after the conclusion of the contract. The rent is deemed paid on the day of being credited to the leaseholder's account.
- 4.4 Should the client fail to pay rent to the leaseholder by the deadline set in paragraph 4.3 of this article, the leaseholder is entitled to immediately unilaterally, without any written or other notice, terminate this contract.

5 The rights and responsibilities of the leaseholder and the client

- 5.1 The leaseholder must submit the facility to the client at the time stipulated accordance with Article 3, paragraph 3.1 of this contract, in the agreed condition for use. The client hereby declares that they are aware of the equipment and facilities covered by the contract and declares that they are fit for use for the agreed purpose of rental
- 5.2 The leaseholder is not responsible for any damage caused by the client nor to property brought in by third parties to the facility. The client shall not leave the facility or sublet any part thereof, sub-lease or provide any other use thereof to third persons. This provision shall not prejudice the right of the client to implement the event via third parties (e.g. an agency, or. subcontractors).
- 5.3 The client is obliged to provide at their own expense all refuse removal, including packaging from food and beverages, from the new SND building incurred in relation to the implementation of the event.
- 5.4 The client is entitled to use the facility only to the extent and for the purposes agreed in this contract and so is not in any way to damaged the reputation of the leaseholder.

- 5.5 The client agrees that the facility, or the event that takes place in it shall not be used for the promotion of political parties and political movements, or other activities that directly relate to the event, the client also commits itself not to place any visual or audio advertising and other materials that would promote political parties and movements, or which could damage the name of the leaseholder in the facility. In the event of a breach of this obligation the leaseholder is entitled to a contractual penalty which has been mutually agreed by the parties to the amount of €1660 (in writing: one thousand six hundred and sixty Euro).
- 5.6 The client must use the facility with due care so that neither the facility nor the interior of the building are damaged. The client is responsible for damage incurred by the leaseholder at the time the rental, regardless of whether it has been caused by the client or other person to whom the client had granted access to the facility. The client shall at their own expense remove the damage caused by fault on their part or other persons to whom client had granted access to the facility at the time of use within 3 days of the conclusion of the rental duration if the nature of the damage does not require long-term repairs for objective reasons. In the event that the damage is not removed by the client at the agreed time or within 7 days of receipt of a written request for compensation for the damage incurred by the leaseholder, the leaseholder shall retain the right to charge a contractual penalty to the amount of €3.000 (in writing: three thousand Euro)
- The client is obliged to secure adherence to all security regulations in connection with the use of pyrotechnics in the hall and to also ensure that no damage to the property is incurred or that any person is harmed. In the event of non-adherence to the safety regulations the client will be charged a fine of €3000 (in writing: three thousand Euro). This provision and the payment of the contractual penalty under this Article shall not affect the leaseholder's right to recover damages.
- 5.7 The client acknowledges that it is not possible to move foliage which is located in the interior of the theatre. Similarly, the client must eliminate the thermal effects of electronic devices that are used at the time of the rental on the foliage. In the event that damage to the vegetation is incurred during the rental duration, the client is required to pay for the respective damage in full.
- 5.8 The client is entitled to secure the reception in the facilities specified in Art. 2 paragraph 2.2. b), c), d) herein in the form of catering and food delivery by a third party. The client must inform the leaseholder in writing in advance about who will be in the respective areas to provide catering and in what time span catering will be provided. The client hereby acknowledges that the facilities are not equipped with the amenities and equipment, as is usual for such premises, and therefore cooking is not possible in the facilities however final preparations can be made. Dishes and utensils can not be washed in these areas and therefore must be removed in such a state etc..
- 5.9 The client is fully responsible for the conduct of the company which provides the catering. The client must ensure that the catering company clears the facility no later than the time of termination of the rental.
- 5.10 In the event that manipulation of the exhibition in the foyer is required the client shall inform the leaseholder in advance and ask for their written consent that manipulation is permitted. If permission is granted due care must be taken not to damage the exhibits and upon the conclusion of the rental to return the exhibits to their original state at their own expense no later than the time of the facility being vacated. In the event of damage to exhibits the client is to pay the cost of the damage incurred. In the case of non-return of exhibits to their original state, the leaseholder has the right to charge a contractual penalty to the amount of €1000 (in writing: one thousand Euro). In the event of the client not being able to re-install the exhibits artistically and the SND incurring these costs, the client shall reimburse such costs on the basis of an agreement.
- 5.11 The client is obliged to respect and ensure all obligations under existing legislation on health protection, fire protocol and safety, the client acknowledges that they will pay all claims by

third parties that would be incurred by the client's failure to comply with these rules. The client agrees to abide by the instructions of the leaseholder.

- 5.12 The renter declares that they have fulfilled their responsibility to announce the use of copyright material as per Act no. 618/2003 (Coll.) on copyright and rights related to copyright as amended (SOZA, LITA, authors etc.).

6 Special provisions

- 6.1 The client declares that they are aware of the physical and technical condition of the facility and declare that the facility is appropriate for the agreed use under this contract.
- 6.2 The leaseholder reserves the right to unilaterally terminate this contract with immediate effect before the commencement of the rental in case of an event of force majeure, serious operational and organisational difficulties, accident or. Malfunction of equipment, in which case the client is not entitled to any compensation or damages and the leaseholder is to reimburse any rental fees that have already been paid.
- 6.3 If the client for any reason, except in cases of force majeure, fails to implement the rental the leaseholder is obliged to pay a contractual penalty to the amount of rent under Article 4, paragraph 4.1 of this contract. This provision and payment of the contractual penalty under this Article shall not affect the leaseholder's right to recover damages.
- 6.4 The leaseholder undertakes to supply the client with a list of the necessary technical and organisational support staff to provide equipment during the rental term: fire service, ushers, cloakroom attendants, cleaners, contact persons and production security. The required number of persons and the timetable of requirements of these people will subsequently be consulted the parties, the SND technical service manager and the rental manager are authorised to act on behalf of the leaseholder regarding these matters. Remuneration for and the time requirements for the technical and organisational support staff as well as the conclusion of agreements with individuals on the basis of which they will perform the role of technical and organisational support staff are the responsibility of the client.
- 6.5 The Parties to the contract agree that in addition to the payment of contractual penalties under this contract the leaseholder is entitled to claim against the client for damages exceeding the contractual penalty that have been caused by the breach of responsibilities covered by a penalty.

7 Conclusion and termination of the contract

- 7.1 The rental concludes when the agreed rental period is over.
- 7.2 The client is obliged to duly handover the facility to the leaseholder at the agreed time, void of the client's property and in its original condition, with the removal of waste without rendering the need for cleaning of the facility. In the event of failure concerning this provision, the leaseholder is entitled to charge the client a penalty of €3000 (in writing: three thousand Euro).

8 Collective and closing provisions

- 8.1 This contract may only be amended via written agreement between the parties to the contract.

- 8.2 Rights and responsibilities pertaining to the parties to the contract not governed herein shall be governed by 116/1990 Coll. on the lease and sublease of premises, as amended or the provisions of other relevant regulations.
- 8.3 Should any of the provisions in this contract become invalid due to legislative changes the parties to the contract undertake to amend the contract and the respective part thereof. The other provisions of this contract shall remain effective.
- 8.4 This contract shall enter into force upon being signed by both parties and effective the day following its publication pursuant to a special regulation (Act no. 211/2000 Coll.).
- 8.5 The contract has been drawn up in four copies, of which each party to the contract shall retain two. Both parties to the contract hereby state that they have thoroughly read the contract prior to signing it and that they agree with its contents and on the basis of their own free will and void of duress as testimony thereto hereby attach their signatures

Bratislava
On behalf of the leaseholder

Bratislava
On behalf of the client:

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Mgr. art. Marián Chudovský
SND General Director

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Mr. Atilla Égehrázi
Grammy s.r.o. Managing Director

.....
Bc. Daniel Rabina,
SND Marketing Director