

MEMORANDUM OF AGREEMENT

made this 20th day of August 2013

BETWEEN Jonathan Littell c/o Andrew Nurnberg Associates International Limited, 20-23 Greville Street, London EC1N 8SS (hereinafter referred to as "the Author"), his successors and assigns (hereinafter called the Proprietor) in association with Andrew Nurnberg Associates Prague of the one part

AND Slovenské národné divadlo, Pribinova 17, 819 01 Bratislava, Slovakia (hereinafter referred to as "the Producer"), their successors and assigns (hereinafter called the Publishers) of the other part

WHEREBY it is mutually agreed as follows regarding the Work entitled:

LES BIENVEILLANTES

by Jonathan Littell

(hereinafter referred to as "the Work")

1. The Author hereby grants to the Producer a non-exclusive right to produce a dramatized version of the Work based on the Czech translation published by Euromedia Group, k.s. (hereinafter referred to as "the Play"), and a non-exclusive right for a period until **20 August 2018** to perform the Play in the Slovak language in **Slovenské národné divadlo, Bratislava**, for approximately 15 performances per season.

The first staged performance shall take place on **29th March 2014**.

The dramatic adaptation of the Work will be done by Daniel Majling.

The Play will be directed by Michal Vajdicka.

Should the Producer wish to extend the licence period, the terms shall be agreed in writing between the Author and the Producer in advance. Any requests for further performances must be given at least 30-60 days in advance.

The Producer intends to release the Play not later than **29th March 2014**. The premiere date may only be postponed in case of circumstances beyond the Producer's control and the Author will be informed of such circumstances at the earliest possible date.

The Producer shall be under no obligation to produce and present the Play, it being understood, however, that, should the Producer fail to produce and present the first public performance of the Play within thirty (30) days from the date given above, all rights therein shall revert to the Author.

2. The Producer assumes all risks and responsibilities in connection with the production and presentation of the Play. All expenses of any kind or nature in connection with the production and presentation of the Play shall be borne entirely by the Producer. The Producer hereby agrees to indemnify and hold harmless the Author from and against any and all charges, costs, expenses, risks and liabilities that the Author may incur because of any demands or claims made against either of them by reason of the making of or

production or presentation of the Play.

The Producer will clear the translation rights directly with Euromedia Group, k.s. ("Laskavé bohyně", translated by Michala Marková).

3. The Producer shall produce and present the Play only with living actors in the immediate presence of the audience and the production shall not be preserved or presented in whole or in part by film, television, videotape, or audio-visual devices such as video cassettes, streaming, cartridges, and discs, or other similar audio-visual devices whereby the play can be produced and/or projected be television receivers or transmitted by television, radio or any manner now or hereafter devised. The Producer may not print or publish any part of the Play except in the programme. It is expressly agreed that the Producer may not put any parts of the Play on the Internet except for short extracts on their website for promotion and advertising purposes.

4. In consideration of the rights granted above, the Producer shall pay to the Author a non-returnable advance of **€2,000 (two thousand Euros)**, due upon execution of this Agreement, against **Seven Percent (7%)** of gross box office receipts received by Producer in connection with performances of the Play.

"Gross box office receipts" shall mean all gross charges for admissions to performances of the Play from all sources whatsoever and without any deductions therefrom.

5. All payments due under the terms of this Agreement shall be made by the Publishers by bank transfer for the gross amount, **free of bank charges** to Andrew Nurnberg Associates Int.- Prague client,

The Publishers shall simultaneously provide a copy of the bank transfer advice note to Andrew Nurnberg Associates Prague.

Royalties will be paid within two (2) months of the final performance of each season and shall be accompanied by the Producer's certified box office statements.

6. In all programs as well as in all advertising and promotional materials, the Author shall receive billing, in substantially the following manner:

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The Author's billing shall appear on a separate line below the title of the Play, whenever and wherever the title of the Play appears, in the same color and style of type as that given to the title and shall be no less than 50% of the size of the title. No other name which receives billing shall be in a size larger than that of the Author.

A biography of the Author shall appear in all programs and press materials where any other artist receives a biography. An approved bio shall be provided by **Andrew Nurnberg Associates** or the Author. Any cuts or changes made to this version must be

pre-approved by the Author.

7. The Author will be sent, within the first week of the opening of the Play, two copies of posters, programs, souvenir programs, and reviews then published. All subsequently printed reviews will be sent to the Author at the time of publication.

8. The Producer acknowledges the Author's right to be present for auditions, rehearsals and performances of the Play. The Producer agrees to notify the Author about the date when the Play goes into rehearsal for its first production hereunder and the opening night of the Play, and the Producer will guarantee the Author or his representatives two free tickets for any performance date of the Author or his representatives request such tickets at least ten days in advance of such date.

9. The Producer agrees to keep and maintain true and accurate books and records of account in connection with the financial receipts of the Play and hereby grants to the Author or Author's representatives the right during normal business hours to inspect, audit and copy such books and records for the purposes of determining the accuracy of the payments. Should such audit reveal an underpayment of greater than 10% to the Author, the Producer shall bear the cost of said audit.

10. Neither this Agreement, nor any of the rights hereunder, may be assigned without the Author's prior written consent.

11. In the event of any alleged default hereunder, the party claiming such default shall give written notice thereof to the other setting forth the details thereof and giving such other party ten (10) days in which to cure said default.

12. All notices to any party hereunder shall be in writing and shall be deemed given when personally delivered or five days after when mailed by first-class mail or one day after when mailed by express courier or when transmitted and confirmed by fax. Copies of all notices to the Author shall be sent to the Agency address above.

13. This Agreement shall be governed by the laws and procedure of England and the High Court in London shall be the Court of Jurisdiction. In the case of a breach of contract by the Publishers, the Proprietor may elect to proceed against the Publishers according to the laws of the defendant's home courts.

14. All rights of the Author, except those expressly granted in writing hereunder, are reserved.

AGREED AND ACCEPTED:

For the Author:

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For the Producer:
