

A G R E E M E N T

by and between

**WIENER STAATSOPER GMBH
(Wiener Staatsballett),**

Opemring 2, A-1010 Vienna, Austria,

Legal form: Gesellschaft mit beschränkter Haftung / Company with Limited Liability

ID number:

TIN/VÄT No: ATU 47318406

Bank:

represented by the authorized signatories Director of Wiener Staatsballett Martin Schläpfer and
Managing Director of Wiener Staatsballett Mag. Simone Wohinz,

(hereinafter referred to as "STAATSBALLETT")

and

Slovenské národné divadlo,

Pribinova 17,819 01 Bratislava, Slovakia Legal

form: state subsidised organization ID number:

00 164 763 TIN/VAT No: 2020829954 / SK

2020829954

represented by the authorized signatories Mgr. art. Matej Drlička, ArtD., SND General Manager and
Nina Poláková, Director, SND Ballet(hereinafter referred to as "SLOVAK NATIONAL THEATRE")

Subject of the Agreement

1. Subject of this agreement is the rental of the costumes of the ballet "The Vertiginous Thrill of Exactitude" (Music: Franz Schubert, Choreography, Stage and Lighting design: William Forsythe, Costume design: Stephen Galloway; premiere at Wiener Staatsoper on October 24, 2010), to SLOVAK NATIONAL THEATRE. SLOVAK NATIONAL THEATRE rents the costumes of "The Vertiginous Thrill of Exactitude" from STAATSBALLETT between April 11 and June 2, 2022 for a series of five performances at SLOVAK NATIONAL THEATRE in Bratislava on April 29, April 30, May 3, May 21 and June 2, 2022.
2. The costumes as supplied by STAATSBALLETT include the costume items as listed in the Supplement (Women's costumes: eight (8) bodysuits, six (6) tutus and eleven (11) pairs of earrings)

/ Men's costumes: four (4) bodysuits and four (4) shorts): those items which are not part of the rental are marked with Jf (La. underwear, footwear, tights and stockings, etc and those parts which are used in other productions of STAATSBALLETT **respectively** Wiener Staatsoper).

Transport

3. UMI NATIONAL THEATRE shall, as the response for a, outsource from Vienna to Bratislava and from Bratislava to Vienna and shall bear all risks during transportation as well as transport costs. The costumes shall be ready for shipment at any time within a week's notice and shall be ready in Vienna by June 30, 2022 the latest any case the costumes have to be transported back from Bratislava to Vienna in the same transport box as used for the transport of the costumes from Vienna to Bratislava. The exact dates of despatch and return transport will be mutually agreed upon between the Technical Management of SLOVAK NATIONAL THEATRE and the Management of STAATSBALLETT, with each party agreeing to take into *consideration* the technical schedules of the other (especially the theatre holidays of STAATSBALLETT respectively Wiener Staatsoper, August). SLOVAK NATIONAL THEATRE in particular has to coordinate the date of the return transport to Vienna with the Management of STAATSBALLETT in a way that the Check of the proper redTM of the costumes according Point 9. is feasible immediately after the return to Vienna.

SLOVAK NATIONAL THEATRE will commission and effect the transports directly with the transport firm of its choice **and** will pay all arising costs for the transports (**including** the transport insurance costs and all possible accruing taxes) directly to the respective firm. The transports will be effected by a truck with tail lift.

The preparation of the transport (loading in and off the costumes in Vienna) is carried out by the staff of the STAATSBALLETT. All arising costs - maximum amounting € 200 - - shall be charged to SLOVAK NATIONAL THEATRE and may be deducted from the deposit by STAATSBALLETT according to Point 15.

SLOVAK NATIONAL THEATRE likewise will be responsible for bearing all arising costs for preparation of the return transport, unpacking, packing, loading out and in of the costumes in Bratislava.

STAATSBALLETT will bear the costs for packing and unpacking of the costumes in Vienna.

SLOVAK NATIONAL THEATRE has to inform the Management of STAATSBALLETT in written form about possible transport damages or any other damages of the costumes immediately after the arrival of the items in Bratislava.

Liability and Restoration

5. STAATSBALLETT will make available the costumes to SLOVAK NATIONAL THEATRE in their present "as is" condition with SLOVAK NATIONAL THEATRE taking full liability for the restoration of the costumes in the equivalent condition to the condition at the time of despatch from Vienna, normal wear and tear caused by use under the subject of this Agreement excepted
6. SLOVAK NATIONAL THEATRE at its own cost will insure the costumes to the amount of the reproduction value for the whole time of rental, including all transports, till the complete return of the items to STAATSBALLETT. The restoration costs are calculated according to the reproduction value. The reproduction value (insurance value) of the costumes is set with € 13.600,- (Euro thirteen-thousand-six-hundred).
7. Alterations of the costumes need the prior consent of the Costume Department of Wiener Staatsoper. Responsible person for giving consent is: Gertrude Hrdlicka - E-Mail: gertrude.hrdlicka-gabriel@wiener-staatsoper.at. Any necessary and approved alterations of the costumes shall be carried out by SLOVAK NATIONAL THEATRE without STAATSBALLETT having to bear any costs in connection with such alterations.

If any such alterations are carried out, they will have to be made good according to the specifications of the Costume Department of Wiener Staatsoper prior to the return transport of the items to Vienna. SLOVAK NATIONAL THEATRE especially also has to take care, that the name tags of STAATSBALLETT in the costumes are not removed or altered in any way. Otherwise any accruing expenses therefor and/or any accruing costs for any alterations that have to be undone in Vienna shall be chargeable without limitation to SLOVAK NATIONAL THEATRE and may be deducted from the deposit by STAATSBALLETT according to Point 15.
8. The costumes have to be returned cleaned and washed (with the exception of the Teller-Tutus) according to the specifications of the Costume Department of Wiener Staatsoper and SLOVAK NATIONAL THEATRE especially has to take care that the costumes are packed in thoroughly dried condition. Otherwise any arising costs therefor shall be chargeable without limitation to SLOVAK NATIONAL THEATRE and may be deducted from the deposit by STAATSBALLETT according to Point 15.
9. The check of the proper return of the costumes will take place after the return of the items to Vienna. The Management of STAATSBALLETT, respectively the Costume Department of Wiener Staatsoper reports the improper return (i.e. transport damages and visible damages) of the costumes to SLOVAK NATIONAL THEATRE within seven (7) working days after taking over the items from the transport company in Vienna. Any other damages shall be reported by STAATSBALLETT to SLOVAK NATIONAL THEATRE after checking of the items until up to a

maximum of three [3] months (taking into account the theatre holidays of STAATSBALLETT) after taking over the items from the transport company in Vienna.

10. Repairing, replacement and cleaning costs in case of damages, loss, waste and soiling of the rented costumes or single parts thereof shall be chargeable up to the amount of the re-production value of the respective costumes to SLOVAK NATIONAL THEATRE and may be deducted from the deposit by STAATSBALLETT according to Point 15. Prior to deduction from the deposit, these costs shall be reported to SLOVAK NATIONAL THEATRE in writing.
11. The handing over of the costumes to the SLOVAK NATIONAL THEATRE and the return of the costumes to the STAATSBALLETT will be confirmed by signing an Acceptance Letter by the authorized employees of both Contracting Parties. Rental Fee, Terms of payment
12. SLOVAK NATIONAL THEATRE shall pay to STAATSBALLETT a rental fee of € 3.000,- net (Euro three-thousand) for the rental of the costumes.

The amount shall be paid in one instalment and is due and payable within fourteen (14) days after signing of the agreement and receiving an invoice sent by the STAATSBALLETT.

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In case of not receiving both the total amount according to Point 11. and the deposit according to Point 15. a. 14 days before the mutually agreed transport date, STAATSBALLETT is entitled to cancel the transport without being liable to pay any damages but with SLOVAK NATIONAL THEATRE being responsible for taking over all preparation costs, which already accrued on side of STAATSBALLETT in connection with the rental, maximum amounting to € 200,- according to Point 3. Letter b).

13. Any réadaptation, realteration, repairing, replacement and cleaning costs according to Points 7., 8. and 10. as well as costs for loading in and out of the costumes in Vienna according to Point 3. b. that may not be deducted from the deposit by STAATSBALLETT according to Point 15. will be invoiced to SLOVAK NATIONAL THEATRE separately. The respective amounts are due and payable within 14 days after receipt of the respective invoices.
14. All amounts shall be paid in EURO currency and shall be transferred free of charge and without any discount or deductions after receipt of the respective invoices to the account of Wiener Staatsoper GmbH with Oberbank AG (IBAN:). The VAT number of SLOVAK NATIONAL THEATRE is: SK 2020829954. The VAT number of Wiener Staatsoper GmbH is: ATU 47318406. In case of default of a valid VAT number the amounts are payable plus value added tax.
15. In case of delay in payment STAATSBALLETT (Wiener Staatsoper GmbH) invoices 10 % pa. interest for delay.

Deposit

16. SLOVAK NATIONAL THEATRE shall pay to STAATSBALLETT a deposit in the amount of € 1.500,- (Euro one-thousand-five-hundred) a. The deposit is due and payable along with the rental fee agreed in Point 11./

b. STAATSBALLETT shall refund the balance of the deposit to SLOVAK NATIONAL THEATRE the proper return of the costumes less any costs incurred in accordance with Points 3. b., 7., 8. and 10. Prior to deduction from the deposit, STAATSBALLETT shall report the respective costs to SLOVAK NATIONAL THEATRE in writing.

Where applicable STAATSBALLETT may retain the deposit in full to cover the accruing costs.

Copyright and Announcement

17. STAATSBALLETT hereby declares and confirms that it is fully entitled to rent costumes to SLOVAK NATIONAL THEATRE according to the subject of this Agreement, in the manner and to the extent stipulated by this Agreement SLOVAK NATIONAL THEATRE undertakes to settle and pay all copyright-related fees for the costume design before their use in performances at SLOVAK NATIONAL THEATRE. SLOVAK NATIONAL THEATRE relieves the STAATSBALLETT of all claims related to possible copyright infringement, including legal costs incurred, with the exception of any claims related to copyright infringement, including legal costs incurred in connection with the first sentence of this point of the Agreement (17.) and/or with any statement of the STAATSBALLETT under this Agreement that proves to be untrue.
18. For the time of the rental SLOVAK NATIONAL THEATRE shall use the costume items only for the performances of choreography "The Vertiginous Thrill of Exactitude" as a part of „Manuscripts of the Masters“ production at SLOVAK NATIONAL THEATRE in Bratislava. Any other use of the costumes as well as any use by any third party is prohibited.
19. The use of the costumes or parts thereof for TV or similar audio-visual media exploitation of the performances of SLOVAK NATIONAL THEATRE needs the prior consent of STAATSBALLETT, with the exception of the use of excerpts up to three (3) minutes for actual broadcasts about the performances of the choreography "The Vertiginous Thrill of Exactitude" as a part of "Manuscripts of the Masters" production at SLOVAK NATIONAL THEATRE. Any other media exploitation (except for archival and promotional purposes) is not subject of this agreement and has to be agreed in a separate agreement.

20. In all publications where appropriate (programmes, advertising materials and similar) pertaining to the production following credit has to appear:

Costumes from a production of the Wiener Staatsballett, 2010

Final clauses

21. This agreement will be issued and signed by both parties in English Language.
22. This agreement shall be governed by Austrian law. Any controversy will be first treated in a friendly way. In case of continuation of the controversy deriving from the application/ interpretation of the present agreement the controversy shall be settled by the factual and local competent Court in Vienna, Austria.
23. The Supplement is an essential and substantial part hereof. This agreement constitutes the entire understanding between the parties and supersedes all other understandings whether oral or written. Modifications and additions to this agreement have to be approved in writing and signed by both parties. There shall be no oral collateral agreements.
24. In case individual terms of this agreement are or become ineffective and /or void, either as a whole or in part, this shall have no effect on the validity of the remainder of the agreement. The parties agree to replace the ineffective/void term by one which serves the purpose of the agreement as closely as possible.
25. This Agreement is made out in three (3) originals: one (1) for STAATSBALLETT and two (2) for the SLOVAK NATIONAL THEATRE.
26. This Agreement shall enter into force on the day of its signing by both Contracting Parties and shall take effect on the day following its publication pursuant to a special regulation (Section 47a of Act No. 40/1964 Coll., The Civil Code and to Act No. 211/2000 Coll., on the Free Access to Information and Changes and Amendments of Other Acts (Act on Freedom of Information)).
27. SLOVAK NATIONAL THEATRE shall pay all possibly accruing incidental expenses, rights and costs deriving from the stipulation of the present agreement and shall undertake the payment of the corresponding costs. If the payment of such costs has been requested from STAATSBALLETT respectively Wiener Staatsoper, such costs will be reimbursed by SLOVAK NATIONAL THEATRE.

In Vienna:

On behalf of WIENER STAATSOPER GMBH

n Schläpfer

Director of Vienna State Ballet

In Bratislava:

On behalf of SLOVAK NATIONAL THEATRE

Mgr. art. Matej Drlička, ArtD.
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SND General Manager

Mag. Simone Webin*
Executive Director of Vienna State Ballet

Nina Poláková
Director, SND Ballet