MUSIC THEATRE INTERNATIONAL

– Europe —

Street, London W1T 3JJ, hereinafter called 'the Licensors' of the one part

AGREEMENT made this

18 of September 2023 between Music Theatre International (Europe) Limited, whose registered office is at 12-14 Mortimer

And

Divadlo Nová scéna, whose registered office is at Živnostenská 1, 812 14 Bratislava, Slovakia, hereinafter called 'the Licensees' of the other part

WHEREBY IT IS AGREED AS FOLLOWS:

Grant of Rights

1. The Licensors hereby grant to the Licensees (by way of non-transferable licence only and not by way of partial assignment of the copyright or so as to confer on the Licensees any right or interest therein) the non-exclusive right in Slovakia (the 'Territory') in the Slovak language only (the 'Authorised Language') to produce and perform as a whole and separate work one first-quality production of the musical show

OLIVER!

(hereinafter called 'the said work') upon the regular speaking, singing and playing stage with living professional performers appearing, speaking, singing, playing and acting in the actual and immediate presence of the audience (whether paying or invited) for

> A minimum of 30 (THIRTY) performances between 1st February 2024 and 30th June 2025 at Divadlo Nová scéna, Bratislava, Slovakia

upon and subject to the due and faithful observance and performance by the Licensees of the terms and conditions in this Agreement contained. The Licensees understand and agree that all performance venues and performance dates are subject to the Licensors' prior approval and that the rights granted to the Licensees hereunder are conditioned upon such approval.

"First-quality production" is defined as a production [i] presented on a fixed and repeated schedule; [ii] presented in a top-ranking theatre; [iii] presented by one first-rate company and director; [iv] employing the best available scenery, costumes and properties; [v] presented on the legitimate stage; [vi] performed by living actors in the immediate presence of the audience; and [vii] presented with an orchestra using only the approved orchestration as provided to the Licensees by the Licensors.

The Licensees agree and understand that performances of the said work will commence by no later than 30th June 2024 and that unless such public presentation has commenced on or prior to this date the Licence granted herein shall automatically terminate.

Licensors' Warranties

2. The Licensors hereby warrant and declare that they act for the Authors, rights holders, and sole and exclusive owners (the "Owners") of the rights they have licensed in this Agreement and are free from any encumbrances, which would prevent them granting the above-mentioned Licence.

Extension of Term

3. It is understood and agreed that the Licensees will be given first refusal to extend the term of this Agreement for a further 1 (ONE) year (the "Extended Term") on request, conditional upon:

a) the Licensees' fulfilment of the terms and conditions contained within this Agreement, including but not limited to the presentation of at least 30 (THIRTY) performances of the said work during the term licensed hereunder;

b) the payment of a further royalty advance, amount to be determined by the Licensors;

c) the Licensees' provision of a schedule of proposed performances for the Extended Term;

d) the Licensors' and the Owners' approval.

Artistic and Personnel Approvals

4. a) The Licensors shall have the right to give prior approval to the appointment or substitution of the **Director**, **Musical Director**, **Set Designer**, **Costume Designer**, **Lighting Designer**, **Choreographer** and **Translator**. The Licensees shall provide the Licensors the relevant information not less than 90 (NINETY) days before the first rehearsal;

- i) The following has been pre-approved as Director: Stanislav Slovák;
- ii) The following has been pre-approved as Translator: Ján Štrasser;
- iii) The following has been pre-approved as Costume Designer: Ludmila Várossová;

b) The Licensors shall have the right to give prior approval to the casting or substitution of the principal roles **Bill Sikes**, **Fagin**, **Mr. Bumble** and **Nancy**, via the Licensees' submission of candidates' **CVs**, **headshots** (photographs) and **audition videos**. In the audition videos the candidates shall perform the following excerpts from the said work:

- Fagin 'Reviewing the Situation' and/or 'Pick a Pocket or Two'
- Nancy 'As Long as He Needs Me'
- Bill Sikes 'My Name'
- Mr Bumble 'Boy for Sale'

The Licensees shall provide the Licensors the relevant information not less than 90 (NINETY) days before the first rehearsal;

c) The Licensors shall have the right to give prior approval to the **Director's Concept** (in written form) and proposed **Scenic and Costume Designs** (in full-colour graphic form). The Licensees shall provide the Licensors the relevant information not less than 90 (NINETY) days before the first rehearsal. Any changes requested by the Licensors in writing to the proposed Scenic and/or Costume Designs must be implemented before the first performance takes place;

d) The Licensees undertake to create new stage directions, choreography and designs which are not to be derived from nor to plagiarise or breach the copyright in the stage directions, choreography and/or designs of the West End or Broadway productions but nevertheless remain faithful to the historical period, place, customs and dress in which the action of the show is intended to take place;

e) Furthermore, the Licensees guarantee a minimum rehearsal period of 6 (SIX) weeks, and the Licensors shall have the right to attend the final week of rehearsals;

f) The Licensees agree and understand that the validity of this Agreement, and the guarantees contained within, are conditional upon the aforementioned artistic and personnel approvals, and that failure to secure the Licensors' approval for any of the above in connection to production licensed herein may cause the Licensees' rights to be forfeited (see Clause 19.a). The Licensees understand and agree that

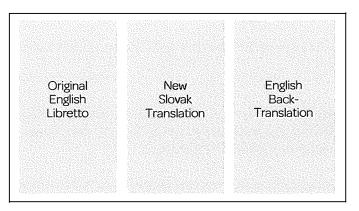
materials so created or changed, including but not limited to the script, musical arrangements and orchestrations, shall become the property of the Licensors subject to their sole disposition and must be returned to the Licensors. Such assignment shall not be subject to any consideration, whether financial or otherwise;

b) The Licensees understand and agree that this set of material is the only acting edition authorised by the Authors; it may only be used by the Licensees for the purpose of implementing the Licence herewith granted and the Licensees undertake not to copy it or part(s) thereof without the Licensors' prior written consent.

Translation

8. a) The Licensees understand that this Agreement is granted upon the condition that the production licensed herein will be performed using the previously approved Slovak translation by Ján Štrasser (the "Translator.") The Licensees agree that any changes to said translation are strictly forbidden without the Licensors' written consent. The Licensees further declare that the approved translation is in an idiom faithful to and expressive of the story, plot, characters, characterizations, situations, climaxes, idea, meaning and form of the said work as written by the original Authors. The Licensees agree and understand that they shall be solely responsible for all payments or fees due to the Translator in respect of the production licensed herein;

b) It is understood and agreed that revisions to the Slovak translation by Ján Štrasser will be required in order for the translation to accurately correspond to the Licensors' current performing materials for the said work. The necessary work will be undertaken, at the Licensees' expense, so that the translation matches the approved performance Libretto and Vocal Score as supplied by the Licensors. The Licensees agree that all revisions to the Slovak translation shall be submitted together with a literal English translation for the Copyright Owner's approval not less than <u>12 (TWELVE) weeks before the first rehearsal</u> for the performances licensed hereunder. The Licensees agree that the revisions shall be submitted as an editable Microsoft Word (or equivalent) file, in which the original English libretto, new Slovak translation and corresponding English back-translation are displayed concurrently on each page in a three-column format, as detailed below:



The updated translation shall be in an idiom faithful to and expressive of the story, plot, characters, characterizations, situations, climaxes, idea, meaning and form of the said work as written by the original Authors. The Licensees will draw specifically to the Licensors' attention any "local" changes in the translated script when it is submitted for approval. If objection is made to any part of the translation, the objectionable matter will be specified by the Licensors with particularity, and the Licensees agree to make all changes necessary to eliminate such objections at Licensees' sole cost and expense.

The revised translation, when approved, and all rights therein, are to be assigned in writing via a separate written agreement (the "Translation Agreement") to the Owners of the original work as a condition of performance. The Licensees shall be solely responsible for <u>all</u> fees and/or royalty payments due to the Translator(s) in respect of the production licensed herein.

the performances of the said work licensed hereunder must not commence until all the approvals described in this Clause 4 herein have been successfully concluded.

Royalties, Advance and Rental Fees

5. a) The Licensees undertake to pay to the Licensors performing royalties and rental fees according to the following schedule:

PERFORMING ROYALTIES: 13% (THIRTEEN PER CENT) of gross ticket sale receipts, with a guaranteed minimum of €750.00 (SEVEN HUNDRED AND FIFTY EUROS) per performance played. It is understood that credit card commissions and the VAT element of gross ticket sale receipts may be deducted from such receipts before the royalty is thereon calculated and paid.

It is understood and agreed that the above-mentioned performing royalties apply to <u>all</u> performances of the said work given in the presence of an audience (whether paying or invited), including but not limited to all performances given prior to the "Opening Night" or official premiere performance;

ADVANCE: The Licensors herewith acknowledge receipt of €15,000.00 (FIFTEEN THOUSAND EUROS), accountable against the aforementioned performing royalties but non-returnable in any case;

RENTAL FEES: Then sum of €50.00 (FIFTY EUROS) per performance played for one standard set of orchestral material supplied according to Clause 6 hereof. The Licensors reserve the right to charge supplementary rental fees should extra materials be supplied;

b) All payments to the Licensors under this Agreement shall be made in EUROS (€) to the Licensors' bank account at:

Bank: Account name: IBAN: Account number: BIC/SWIFT:

All bank charges incurred for the payment of music hire and royalties shall be borne by the Licensees.

Hire of Materials

6. a) The Licensees undertake to hire from the Licensors a complete standard set of performance material of the said work. The Licensors undertake to deliver same to the Licensees in accordance with the latter's written instructions, and at the Licensees' expense;

b) The above-mentioned performance material, including any material of arrangement, reduction or adaptation that may have been authorised, shall be returned to the Licensors in good condition, fully insured and postage prepaid within 14 (FOURTEEN) days after the last performance of the said work pursuant to this Agreement. The Licensors shall have the right to charge the Licensees the replacement and/or repair cost of any part(s) of the performance material not so returned.

Preservation of Work's Integrity

7. a) The Licensees agree to produce and present the said work so as to express and preserve faithfully the story, plot, characters and characterizations, including gender, situations, period, climaxes, ideas and meaning, of the said work as written by the Authors. The Licensees agree to produce and present the said work without any changes, additions, omissions, interpolations or alterations in the book, the music and/or lyrics of the said work, unless the prior written consent of the Licensors has been obtained, prior to the first performance of the said work. Should such written permission be granted, any and all

Credits and Approval of Artwork and Print Materials

9. a) The Licensees agree that the following billing of the said work and the Authors, translated into Slovak, shall appear exactly as below on all programmes, houseboards, billboards, displays, advertising, posters, circulars, throwaways, announcements and all other publicity, including websites and social media pages. The following credits must be reproduced faithfully in accordance with the following layout. No alterations or deletions are permitted unless stated below. No names shall be larger or more prominent than the names of Authors.

SHORT FORM BILLING (FOR POSTERS, LEAFLETS AND CLASSIFIED ADVERTISEMENTS)

A [Name of Licensee] Production by special arrangement with Cameron Mackintosh (25%)

> Lionel Bart's (25%)

5

(100%)

Book, Music and Lyrics by Lionel Bart, freely adapted from "Oliver Twist" by Charles Dickens (50%)

If members of the local creative team and/or artists are included, full billing (below) must be used.

FULL BILLING (FOR POSTERS, LEAFLETS, ADVERTISEMENTS AND THEATRE PROGRAMMES WHEREVER MEMBERS OF THE LOCAL CREATIVE TEAM AND/OR ARTISTS ARE ALSO INCLUDED)

> A [Name of Licensee] Production by special arrangement with Cameron Mackintosh (25%)

> > Coliver!

(100%)

Book, Music and Lyrics by Lionel Bart, freely adapted from "Oliver Twist" by Charles Dickens (50%)

> Orchestral arrangements by William David Brohn (20%)

b) The Licensees further agree to place the following credit (in English or translated into Slovak) on **all advertising** and on the title page in all theatre programmes for the production of the said work as follows:

Presented by arrangement with Music Theatre International www.mtishows.eu

The credit to Music Theatre International does not have any specific size and can be smaller than 20% of the title;

c) The Licensees agree and understand that all credits are subject to change as deemed necessary by the Licensors. Any changes requested by the Licensors shall in no case affect any materials created by the Licensees prior to the Licensors' notification of the need to change them;

d) If Translator receives billing, Translator's credit shall follow below the Authors' credit and shall not be greater in size and/or prominence of type than any of the Authors' credits. Translator's credit must be submitted to the Licensors for prior approval;

e) All printed and digital advertising material, including but not limited to advertisements of all types, programmes, posters and handbills is to be submitted in proof form to the Licensors for prior written approval at least 4 (FOUR) weeks before proposed press date and any changes therein requested in writing must be implemented and the resultant material re-submitted for prior written approval before press date. When approved and printed, 2 (TWO) copies of all such matter must be sent to the Licensors free of charge;

f) The Licensees agree to include the biographies of the Authors in all theatre programmes for the said work. Biographies can be found at <u>www.mtishows.co.uk</u>

<u>Logo Art</u>

10. The Licensees agree and understand that only the approved logo artwork, as supplied by the Licensors, will be used for promotional purposes and on all publicity matter, including but not limited to advertisements of all types, programmes, posters, handbills and websites

Musicians

11. The Licensees undertake that each performance of the said work given pursuant to this Agreement be accompanied by first-quality, live musicians, that no recording of the orchestral music for the said work will be made and that pre-recorded music from any source, other than from the Licensors, will not be used during any of the performances licensed herein. The Licensees further agree to adhere to the approved orchestration as supplied by the Licensors. No reduction or adaptation of the approved orchestration may be made without the prior written consent thereto of the Licensors.

<u>Tickets</u>

12. The Licensees shall make available to the Licensors, when requested no less than 48 (FORTY-EIGHT) hours in advance, two best-price tickets in central position, free of charge for each performance of the said work and the Licensors agree not to sell the same.

Author Invitation and Travel

13. The Licensees will, upon request, provide each of the Authors or the Authors' designated representatives with 2 (TWO) return flight tickets in business class from London to Slovakia to attend the production licensed herein. The Licensees further agree to pay for up to 3 (THREE) nights' accommodation at a first-class hotel for the persons named on the airline tickets and provide transport from and to the airport in Slovakia, and to assist with the acquisition of travel visas for the Authors or their designated

representatives in the event these are required. The Authors or their designated representatives shall retain the right to attend the rehearsals, previews and performances of the said work at their discretion.

Accounting and Auditing

14. a) The Licensees shall furnish or cause to be furnished to the Licensors detailed returns of the ticket sales receipts of each performance signed by the Manager (or in his/her absence the Box Office Manager) of the theatre and also two copies of a certified statement of the gross weekly takings which shall be forwarded to the Licensors within 14 (FOURTEEN) days after the final performance of the previous month, together with all royalties and rental fees thereby appearing to be due and payable. If any sum payable by the Licensees to the Licensors hereunder is not paid within 14 (FOURTEEN) days of the due date, interest thereon at 3% (THREE PER CENT) over National Westminster Bank Plc (of London) base rate current from time to time shall be payable from the date when such sum became due until the date when the same is actually paid to the Licensors, such interest to be due and payable on demand. Any such demand may be made by the Licensors at any time no later than 6 (SIX) months after payment of the sum to which such interest relates;

b) The Licensees agree and understand that all royalties payable to the Licensors hereunder shall be paid as a first charge against Box Office Receipts as part of the Running Costs of the production licensed herein and prior to any payment or reimbursement of Production Costs or investment capital;

c) The Licensees shall keep all usual and proper books of accounts and records showing all receipts from all performances of the said work pursuant to this Agreement which books and records shall be open at all reasonable times to the Licensors or their duly appointed agent who shall be entitled to take such copies thereof or extracts therefrom, and to audit the same as they may think fit. Should such audit reveal underpayments to the Licensors of 5% (FIVE PER CENT) or more, the Licensees shall pay the costs of such audit and any underpayment shall be paid to the Licensors within 30 (THIRTY) days of completion of the audit, plus accrued interest;

d) All royalties payable to the Licensors hereunder shall be their property, and the Licensees agree that such monies when in the Licensees possession shall be held in trust by the Licensees for the Licensors' benefit until received by the Licensors. The trust nature of such funds shall not be questioned, whether the monies are physically segregated or not. In the event of breach of trust hereunder, the Licensors may, at their option, pursue its remedies at law or in equity. The Licensees agree, at their own cost and expense, to obtain all necessary governmental approval for all payments to the Licensors hereunder. If, because of any law, edict or regulation of any governmental authority, the Licensees are prevented from paying royalties to the Licensors in Euros, the Licensees agree to deposit forthwith such royalties which it is so prevented from paying in a separate bank account in trust for the Licensors, with duplicate deposit slips to be sent to the Licensors. The Licensees further agree to leave such royalties on deposit therein until such time as their payment is authorized by the Licensors in writing, and the Licensees shall then forthwith make payment of such royalties to the Licensors.

Restriction of Rights

15. a) All rights in the said work not specifically licensed to the Licensees hereunder including in particular (but without prejudice to the generality of the foregoing provision) all stock or repertory semi-professional and/or amateur performing rights, publication rights in the libretto and/or music of the said work, all rights of reproduction of the said work by all or any mechanical and/or electrical means, methods or devices now or hereafter known or used including all cinematograph film, broadcasting (radio and television), cable, video, merchandising and souvenir programme rights are hereby expressly excluded from this Licence and reserved to the Licensors and all other (if any) parties entitled thereto or interested therein which said rights hereby reserved and all or any of them may be used and exercised by the Licensors or other such parties as aforesaid in all respects as if this Licence had not been granted, whether or not such use or exercise may be in competition with the rights granted to the Licensees hereunder. The Licensees accept the responsibility for

preventing the unauthorised broadcast, televising or recording of the work or part(s) thereof by their company members or by the public attending a rehearsal or performance thereof;

b) This Agreement specifically prohibits the Licensees from making and/or distributing any mechanical recording of the said work or any portion of it, whether of rehearsals or actual performances or for archival purposes, by any means whatsoever, including, but not limited to, audiocassette, video, film and digital sequencing. This Agreement further prohibits the Licensees from broadcasting, televising and/or electronically posting on the Internet any part of the said work, either audio or visual or both, including musical selections. The Licensees accept the responsibility for preventing the unauthorised broadcast, televising or recording of the said work or part(s) thereof by their company members or by the public attending a rehearsal or performance thereof;

c) This Licence granted to the Licensees herein includes only Licensors' rights with respect to the copyright or literary property in the book, music and lyrics of the said work and unless specified in writing does <u>not</u> include the right for the Licensees to use or copy any creative elements from prior productions of the said work (including the original West End and Broadway productions) including without limitation the stage direction, choreography, set design, lighting design, costume design or the physical production of the said work and the properties or accessories thereof. In addition, the Licensees expressly acknowledge and agree that all stage direction, choreography, and designs (including sets, costumes and makeup) must be original and not be a direct copy of any other production;

d) The Licensees acknowledge that Licensors shall not be obliged at any time to offer royalty participation or otherwise make any payment to any persons hired by the Licensees to direct, choreograph, stage, design or otherwise actualize the production of the said work presented by the Licensees hereunder, unless that person or persons have entered into a bona fide written collaboration agreement with the Licensors;

e) Any performance presented by or under the authority of the Licensees outside of the Territory or in any language other than the Authorized Language listed in Clause 1 hereunder impinges on the Licensors' reserved rights and is, therefore, deemed a copyright infringement and, without exclusion to any other remedy that may be available to it, this entire License will be deemed automatically revoked and terminated if such performance takes place;

f) This Agreement is conditioned upon the Licensees' fulfillment of all obligations set forth herein, including the prompt payment of all rental, royalty, and security fees in Euros when due. If all such payments are not made in full to the Licensors when due, this Agreement will be deemed void *ab initio* and the production that is the subject of this Agreement (and all performances thereof) will be deemed to constitute infringement under applicable copyright law.

Promotional Use

16. a) Notwithstanding the clauses herein, it is understood and agreed that the Licensees may make a recording of up to 2 (TWO) minutes of completed edited footage, not to include any more than 30 (THIRTY) seconds of any one song, drawn exclusively from the Licensees' approved production and not from any other production's imagery, video and/or audio recording, and to be submitted to Cameron Mackintosh Limited via the Licensors for prior written approval, for the express purpose of promoting, publicising and advertising the production licensed herein;

b) The Licensees acknowledge that they may not use and/or create any marketing materials which imply that the production licensed herein is associated with the original Broadway, West End or any prior production of the said work, including but not limited to promotional artwork, audio/video recordings, photography or critics quotes' referencing these productions, or references to awards won by the original Broadway or West End productions. For the avoidance of doubt, the Licensees declare that all photographs, video and audio recordings used for the purposes of publicising the production licensed hereunder with be drawn exclusively from the Licensees' own production;

c) The Licensees hereby acknowledge that it is a material term of this Agreement that the Licensees' advertising and promotion be designed and implemented so that (i) ticket buyers are made aware that the production of the said work licensed herein is not a replica of the Broadway, West End or any touring productions and (ii) such advertising and promotion is, to the extent practicable, restricted to the Territory.

Copyright Protection of the Play

17. The Licensees agree to comply with all laws, regulations, treaties and conventions effective in the Territory or any part thereof pertaining to the copyrighting and copyright protection in the names of the copyright owners, the score of the said work and the title and translation thereof as provided for in this Agreement. The Licensees shall not commit or permit any act or omission by which such copyright protection in the Territory, in the United States, in the International Copyright Union under the Berne Convention, or in territories embraced within the Universal Copyright Convention will be impaired.

This Agreement

18. a) This Licence is granted upon condition that it is personal to the Licensees who shall only assign, sub-license, charge or otherwise part with or share the benefit thereof to the extent that the said work shall be produced in co-production and that the Licensees own at least a 50% (FIFTY PER CENT) interest in the co-production entity, the Licensees remaining nevertheless at all times solely responsible for the due and faithful observance of the terms and conditions herein contained. Any such assignment, sub-license, charge or other transfer of the benefit of the Licence to any third party or co-production entity is expressly subject to the Licensor's written approval and must be approved before any such transfer takes place;

b) In this Agreement the expression 'the Licensors' shall where the context admits include any person, firm or corporation to whom the Licensors shall have assigned the benefit of this Agreement;

c) Nothing herein contained shall be deemed to constitute a partnership between the Licensors and the Licensees.

Termination of Agreement

19. a) In the event of the Licensees failing to fulfil any term of this Agreement, the Licensors shall be entitled to terminate any and every Licence given to the Licensees hereunder by 14 (FOURTEEN) days' written notice of the Licensees by the Licensors or its agent to that effect unless before the expiration of such notice such failure shall be remedied but in every case without prejudice to any claim against the Licensees for any payment due hereunder or in respect of breach(es) of any term or terms of this Agreement and on the part of the Licensees to be observed and performed;

b) If a resolution be passed or order made for the winding up of the Licensees (otherwise than for the purpose of amalgamation or reconstruction) or if the Licensees shall enter into any agreement or composition with their creditors or if a receiver be appointed of the Licensees' property and assets or any part thereof or if the Licensees shall suffer any execution to be levied upon or in respect of their property and assets or any part thereof, then the Licensors shall be entitled to terminate forthwith any and every licence given by this Agreement.

Production and Presentation Liability

20. The Licensees assume all risks and responsibilities in connection with its actions pertaining to the production and presentation of the said work, without recourse of any kind to the Licensors. It is

understood that in no event shall the Licensors be liable in connection with censorship regulations in the Territory, and in no event shall payments made hereunder be refundable because of censorship restrictions. The Licensees agree to indemnify the Licensors and to hold the Licensors harmless against and from all liabilities, charges, awards, costs and expenses (including reasonable counsel fees) which the Licensees or the Licensors may incur because of demands, proceedings, or claims by reason of the production and presentation of the said work hereunder and against and from all charges, costs and expenses incurred by the Licensors by reason of the Licensees' breach of any warranty, representation or covenant herein contained.

Force Majeure

a) If, as a result of fire, riot, war, government regulation, labour action, disease (including but not limited to COVID-19) or any other event beyond the control of the affected party (a "Force Majeure" Event) the Licensees shall be unable to (further) present the said work and/or perform any obligations pursuant to this Agreement, such inability shall not constitute a breach of this Agreement;

b) Notwithstanding the above, it is understood and agreed that if, as a result of any Force Majeure Event, the Licensees shall be rendered unable to (further) present the said work and or/perform any obligations pursuant to this Agreement, the advance royalty payment described in Clause 5.a. herein, of which the Licensors herewith acknowledge receipt, will in all circumstances without exception remain non-refundable.

<u>Ownership</u>

22. If there shall be a change in the corporate ownership of the Licensees, the Licensors shall be entitled to terminate this Agreement with 1 (ONE) month's written notice to the Licensees.

Notice

23. Any notice hereunder may be served upon the Licensees by fax or Recorded Delivery mail addressed to the Licensees at their above address.

Agreement Law

24. This Agreement is deemed to be made in England and shall be construed in accordance with English Law.

AS WITNESS the hands of the parties hereto the day and year first above written:

Divadlo Nová scéna

Music Theatre International (Europe) Limited

AD 13092023