

## PRODUCTION LICENSE AGREEMENT "THE CHOIR OF MAN"

AGREEMENT between

**C.O.M International Ltd.**, whose registered office is at Ground Floor 31, Kentish Town Road, London NW1 8NL United Kingdom hereinafter called the "**Licensor**" of the one part

And

Divadlo Nová scéna whose registered office is at Žitnostenská 1, 812 14 Bratislava, Slovakia hereinafter called the "**Licensee**" of the other part

WHEREAS the Licensor controls the rights in the work "THE CHOIR OF MAN" created by Nic Doodson and Andrew Kay, with vocal arrangements and orchestrations by Jack Blume and with original monologues written by Ben Norris (the "**Work**");

WHEREAS:-

In this Agreement the following expressions shall have the following meanings (with or without the definite or indefinite article):-

- |                                     |  |
|-------------------------------------|--|
| "the Work" shall mean               | the live stage show entitled THE CHOIR OF MAN  |
| "the Term" shall mean               | 1 <sup>st</sup> October 2025 to the 30 <sup>th</sup> June 2027 inclusive.  |
| "the Territory" shall mean          | Bratislava (Slovakia)  |
| "the Orchestrations" shall mean     | Musical arrangements for all live instruments and pre-recorded backing tracks, including their notated parts, created by Jack Blume. These arrangements were commissioned by COM and consist of commercial music licensed for use in the show.               |
| "the Vocal arrangements" shall mean | Musical arrangements for all live vocals and prerecorded backing vocals, including their notated parts, created by Jack Blume. These arrangements were commissioned by C.O.M International Ltd and consist of commercial music licensed for use in the show. |
| "the Commercial Music" shall mean   | Means third party music publishers who own and control the rights in the pre-existing music compositions licensed for use in the Show.   |

WHEREBY IT IS AGREED AS FOLLOWS:

**Grant of Rights**

1. The Licensor hereby grant to the Licensee (by way of non-transferable license only and not by way of partial assignment of the copyright or so as to confer on the Licensee any right or interest therein) the exclusive right in Bratislava, Slovakia (the "**Territory**") in Slovakian language only (the "**Authorised Language**") to produce and perform as a whole and separate work one first-class production of the Work

**"THE CHOIR OF MAN"**

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 the Term of:

**A minimum of 40 (Forty) performances between October 2025 and June 2027 a two (2) year Term at the Divadlo Nová scéna venue in the Territory;**

upon and subject to the due and faithful observance and performance by the Licensee of the terms and conditions set forth in this Agreement.

"First-quality production" is defined as a production [i] presented on a rotating 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 [viii] presented with a 4 piece band using only the approved orchestration provided to the Licensee by the Licensor.

The Licensee agrees and understands that the first performances of the Work will commence by **no later than the 17<sup>th</sup> of October 2025** and that if such public presentation has not commenced on or prior to this date or the **minimum number of 20 performances per Year** during the Term (between October-June) doesn't occur, the Licence granted herein shall automatically terminate.

The Licensee acknowledges and agrees that the License shall be for a production using the originating production's book, music and lyrics ("**Non-Replica Production**"). The Licensee undertakes to create new stage directions, choreography and scenic designs which are not to be derived from nor to plagiarise or breach the copyright in the stage directions, choreography and/or scenic designs of any previous (including but not limited to the West End) production of the Work.

For the avoidance of doubt, the Licensee shall have only those rights expressly granted pursuant to this Agreement. In particular, the Licensee shall not have the right to record, transmit or broadcast the Production or any part of it (audio or visual) by any mechanical or digital means or otherwise, other than for its own and Divadlo **Nová scéna's** archival purposes or in respect of excerpts of the Production exceeding twenty (20) minutes in total **for editing of no more than 3**

minutes for marketing and publicity purposes as outlined in Clause 10. a) where the Producer received no fee or other consideration and subject to the payment of any necessary third party clearance or usage fees.

### Licensors' Warranties

2.

- a) The Licensor warrants that: (i) Licensor has the sole and full right and authority to enter into this License agreement and to grant the rights granted hereunder; and (ii) there are no third parties from whom any clearances, releases, consents and/or permissions (with the exception of any Performing Rights Society PRS for music publishing fees) that may be necessary for Licensee to obtain to exploit any rights granted hereunder, and the exercise of such rights will not violate any personal, contractual, proprietary or other rights of any third party.

Licensor agrees to indemnify, defend (at Licensee's election) and hold harmless Licensee (and its affiliates, officers, directors and employees) and their respective successors, assignees and licensees from and against any third party claims (with the exception of any Performing Rights Society PRS for music publishing fees) or similar actions, costs and expenses (including reasonable attorneys' fees) arising out of Licensors' breach of its representations and warranties hereunder.

- b) The Licensee shall utilise only orchestrations and arrangements that have been approved and provided by the Licensor. The Licensee must pay the local collection society in the Territory (equivalent to the Performing Rights Society PRS) for the music performed in the Work. In the event Licensee wishes to adapt one or two different musical songs in the Work, it must do so at its own expense (including vocal arrangements and orchestrations) and first secure the approval in writing of the Licensor and identify the person(s) preparing the new songs.

### Production and Approvals

3.

- a) The Licensee shall be solely responsible for engaging its own creative team members ("**Creative Team**") for the Production. However, the Licensor will have approval over all substantial and material decisions in respect of the production contemplated hereunder and otherwise with respect to any decisions that could affect the Work and the rights of the Licensor and the Authors.

Without limiting the forgoing, Licensor will have approval over any and all:

- **Creative Team** members (the director, choreographer, scenic/costume/lighting/sound designers, musical supervisor/director and translators) and their replacements. The Licensee shall provide the Licensor with the local candidates CV's (in English) not less than 90 (NINETY) days before the first rehearsal;

- **Director** has been pre-approved: Mr Svetozár Sprušanský
- **Scenic and costume designs**, to be submitted by the Licensee to the Licensor in full-colour graphic form not less than 90 (NINETY) days before the first rehearsal. Any changes requested by the Licensor in writing to the proposed scenic and/or costume designs must be implemented in full by the Licensee before the first performance takes place;
- **Casting**, the Licensor shall reserve the right to give prior approval to the casting for all performances licensed herein;
- **Translator**, selection of such translator shall be subject to the written approval of the Licensor as stipulated in Clause 7.

The Licensee shall include a provision in each Creative Team member's contract that the Production shall be based on the Work only and otherwise be a Non-Replica Production

- b) The Licensee shall engage its Creative Team in respect of the Production. The Licensee shall be solely responsible for the payment of all fees, costs, expenses, local taxes, government mandated payments and any other remuneration or payment to its Creative Team. Where royalties are due to any person, said royalties shall be the sole responsibility of the Licensee. The Licensee will fully capitalize the production and mount the Work in the Territory.
- c) The Licensee shall be responsible for raising or providing the Production Cost, which is the actual cost of developing, rehearsing, opening and producing the Production, but which excludes Running Costs. Running Costs are the cost of running the Production and, without limitation, shall include the payment of all royalties. For the avoidance of doubt the Licensor shall have no responsibility or liability in such respect.

#### **Royalties and Advance Fees**

- 4.
  - a) The Licensee undertakes to pay to the Licensor performing royalties and rental fees according to the following schedule:

##### **PERFORMING ROYALTIES:**

##### **Performances at Divadlo Nová scéna, Bratislava (Slovakia)**

10% (TEN PERCENT) of gross ticket sale receipts with a guaranteed minimum royalty of €1.600 (ONE THOUSAND SIX HUNDRED EUROS) per performance played.

It is understood that credit card commissions, ticket agency commissions, commission or fees for group sales and any other commissions and/or discounts and or concessions, if applicable, library discounts, value added taxes (VAT) and entertainment taxes or similar local taxes, if any, element of gross ticket sale receipts may be deducted from such receipts before the royalty is thereon calculated and paid;

In addition, the Licensee agree to inform the Licensor in writing of the seating

capacity at the performance venue, and further agree to adhere to a guaranteed per-performance minimum royalty, mentioned above.

**ADVANCE:**

The Licensee undertakes to pay the Licensors a recoupable advance against the afore-mentioned royalties but non-returnable in any case of €30.000 (THIRTY THOUSAND EUROS) as per the following schedule:

- The Licensors herewith acknowledge receipt of €15.000 (FIFTEEN THOUSAND EUROS), recoupable advance against the afore-mentioned royalties but non-returnable in any case and **to be paid on signature of this Agreement.**
- In addition, the Licensee agree to pay to the Licensors an additional sum of €15.000 (FIFTEEN THOUSAND EUROS) on the first paid performance, recoupable advance against the afore-mentioned royalties but non-returnable in any case.

**RENTAL FEES:** The Licensee undertakes to pay the Licensors the following rental fees;

For any learning materials, click tracks or backing tracks provided by the Licensors from the Work, will incur an annual sum of €3.000 euros for the duration of the License granted herein as outlined in Clause 11. Upon signing the Agreement, the payment of €3,000.00 (THREE THOUSAND EUROS) for year one of the Term. From the start of the second year of the Licensing Term, this annual fee of €3.000,00 (THREE THOUSAND EUROS) will apply. The Licensors reserve the right to charge supplementary rental fees should extra materials be supplied.

The sum of €425 (FOUR HUNDRED AND TWENTY FIVE EUROS) per performance week (pro rata for eight shows or less) is required for use of the Vocal arrangements. The sum will be calculated at €53.00 per performance, multiplied by a total of 40 (FORTY) performances within the Term. Upon signing the Agreement, the total payment will amount to €2,120.00 (TWO THOUSAND ONE HUNDRED AND TWENTY EUROS).

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

BANK:	WISE
BANK ADDRESS:	Rue du Trône 100, 3 <sup>rd</sup> Floor, Brussels, 1050, Belgium
ACCOUNT NAME:	C.O.M INTERNATIONAL LIMITED
IBAN NUMBER:	BE54 9677 0502 8597
SWIFT/BIC:	TRWIBEB1XXX

All bank charges incurred for the payment of fees, and royalties shall be borne by the Licensee.

**Performance Material**

5.

- a) The Licensors will provide a complete digital standard set of rehearsal and performance material including musical score and script by the Authors of the said Work.

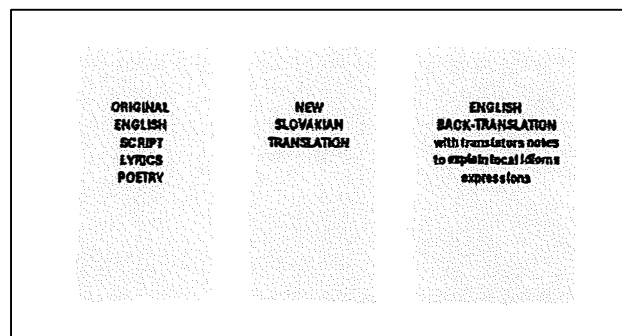
- b) The above-mentioned performance material, including any material of arrangement, reduction or adaptation that may have been authorised, shall be returned to the Licensors in good condition, after the last performance of the said work pursuant to this Agreement.

#### **Preservation of Work's Integrity**

- 6.
  - a) The Licensee acknowledges that under applicable local copyright law, as well as pursuant to the terms of this Agreement, the Licensee agrees to produce and present the Work so as to express and preserve faithfully the story, plot, characters and characterizations, including gender, situations, period, climaxes, ideas and meaning and the order and sequence of songs and scenes of the Work as written by the Authors. The Licensee agree to produce and present the Work without any changes, additions, omissions, interpolations or alterations in the book, the music and/or lyrics of the Work, unless the prior written consent of the Licensor has been obtained before the first performance of the Work. Should such written permission be granted, any and all materials so created or changed, and only limited to the script, shall become the property of the Licensor subject to their sole disposition and must be returned to the Licensor.
  - b) the Licensee understand and agree that this set of material is the only acting edition authorised by the Authors; it may only be used by the Licensee for the purpose of implementing the Licence herewith granted and the Licensee undertake not to copy it or part(s) thereof without the Licensors' prior written consent.

#### **Translation**

- 7. The Licensor herewith authorise the Licensee to make non-exclusive **Slovakian translation** of the Work, to be submitted together with a literal English back- translation for the Copyright Owner's approval not less than 12 (TWELVE) weeks before the first rehearsal for the performances licensed hereunder. The Licensee agrees that the translations shall be submitted as editable Microsoft Word (or equivalent) files, in which the original English libretto, new Slovakian translation and corresponding English back-translation are displayed concurrently on each page in a three-column format.



The translation shall be made at Licensees' expense, without any deduction from advances or royalties and will engage a first-class translator for the Work to create a Slovakian language translation and agrees that the selection of such translator shall be subject to the written approval of the Licensor. Nothing contained in this Licence shall be deemed to modify Licensee obligation to make such a payment to Translator(s) as may be provided for in the agreement between Translator(s) and Licensee and no claim by Translator against the Licensee regarding said payments shall serve to divest Licensor and Owner of its rights in the translation. The Translator(s) shall warrant and represent they he/she has the right to make the translation, and that his translation will **not infringe upon the copyright, property rights or any other rights of any person,** except Translator need make no warranty or representation as to material contained in the translation from the original English Language version of the Play furnished by Licensee to Translator.



The translations shall be in an idiom faithful to and expressive of the story, plot, characters, characterizations, situations, climaxes, idea, meaning and form of the Work as written by the original Authors. The Licensee will draw specifically to the Licensors' attention any "local" changes (including local minor changes and colloquialisms as may be necessary to make the translation suitable) in the translated scripts when they are submitted for approval. If no objection to the translations is sent to the Licensees within 6 (SIX) weeks after their submission and receipt by the Licensor, the translations shall be deemed approved. If the objection is made to any part of the translations, the objectionable matters will be specified by the Licensor with particularity, and the Licensee agree to make all changes necessary to eliminate such objections at Licensees' sole cost and expense. The translations, when approved, are to be assigned to the Copyright Owner and the Licensee shall be responsible for any royalty payment due to the translator(s) in respect of the production licensed herein.

### **Credits and Approval of Artwork and Print Materials**

8.

- a) The Licensee agree that the following billing of the Work and the Authors, translated into Slovakian, shall appear exactly as below on all programmes, house-boards, billboards, displays, advertising, posters, circulars, throwaways, announcements and all other publicity, including website and social media pages. The names of the Authors shall be equal in size, type, colouring, boldness and prominence. Only the name of the producer, stars and director and the title of the Work may be larger or more prominent in size, type, colouring, and/or boldness than the Authors' names.

CREDIT

SIZE TYPE

*Nic Doodson and Andrew Kay in collaboration with Divadlo Nová scéna  
PRESENT*

(note the above credit shall always appear above the title)

(LOGO)

**THE CHOIR OF MAN**

**Creators:**

*Nic Doodson & Andrew Kay*

**Original Musical Supervisor, Vocal Arranger & Orchestrator:**

*Jack Blume*

**Monologues Writer:**

*Ben Norris*

**Original Direction by:** *Nic Doodson*

*Original London production of The Choir of Man opened at the Arts  
Theatre on 29 October 2021*

Credits are subject to change and to be approved by the Licensor in advance.

The Licensee further agree to place the following credit (in English or Slovakian) on the title page in all programmes or the Licensee webpage for the production of the said Work as follows:

By arrangement with the European Booking Agency: Nova Touring International S.L  
[www.novatouring.com](http://www.novatouring.com)

The credit to Nova Touring International does not have a specific size and can be smaller than 20% of the title.

The Licensee shall comply with all such obligations to include credits, billing in marketing or publicity material or theatre programs for the Production as Licensor may notify to the Licensee.

It is understood that the Licensee can announce/credit in all their marketing material, **THE CHOIR OF MAN**.

- b) All advertising material, including but not limited to advertisements of all types, programmes, posters and handbills, is to be submitted in proof form to the Licensor for prior written approval at least 4 (FOUR) weeks before the 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 and approval to be provided within 48 hours by the Licensor. When approved and printed, 2 (TWO) copies of all such matter must be sent to the Licensor free of charge;
- c) The Licensee agrees to include biographies of the original creators in theatre programs of the Work, including Nick Doodson & Andrew Kay, the Monologues Writer and Vocal Arranger. Approved Biographies will be provided by the Licensor.
- d) If a translator receives billing, the Translators credit shall follow below the Authors' credit and shall not be greater in size and/or prominence of type than any of the creators' credits. Translators credit must be submitted for approval.

#### **Artwork Material & Logo Art**

- 9. The Licensor will provide a complete set of **artwork templates** (excluding images or photos of actors) **and the Work's logo** a one-time hire fee of €1.000 (ONE THOUSAND EUROS) on provision the Licensee decide to use the Licensor artwork and be paid on confirmation of usage. The Licensor approved logo artwork, where available is provided to the Licensee exclusively for the purposes of advertising the production licensed herein.

If the Licensee decides to design a new logo and artwork, it must be submitted to the Licensor for prior written approval. The Licensee agrees and understands that its own logo and artwork designs must not replicate, emulate or plagiarize the logo design from any previous (including West End) productions of the Work.

### **Promotional Use**

10.

- a) Notwithstanding the clauses herein, it is understood and agreed that the Licensee may make a recording of up to 3 (THREE) minutes of completed edited footage, not to include any more than 30 (THIRTY) seconds of any one song **(subject to payment of any necessary third party clearance or usage fees by the Licensee)**, 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 the Licensor for prior written approval, for the express purpose of promoting, publicising and advertising the production licensed herein;
- b) The Licensee hereby acknowledge that they may not use without written permission and/or create any marketing materials which imply that the production licensed herein is associated with the original West End or prior production of the Work, including but not limited to promotional artwork, audio/video recordings, photography or critics quotes' referencing these production, or references to awards won by the original West End production;
- c) The Licensee hereby acknowledge that 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 Work licensed herein is not a replica of the West End or any touring productions and [ii] such advertising and promotion is, to the extent practicable, restricted to the Territory.

### **Musicians**

- 11. The Licensee undertake that each performance of the Work given pursuant to this Agreement be accompanied by first quality, live musicians. The Licensee further agree to adhere to the approved orchestration as supplied by the Licensor. No reduction or adaptation of the approved orchestration may be without the prior written consent thereto of the Licensor. The Licensee understand and agree that this locally produced pre-recording may only be used by the Licensee for the purpose of implementing the License herewith granted.

For any learning materials, click tracks or backing tracks provided by the Licensor from the Work, will incur an annual sum of €3.000 euros for the duration of the License granted herein. Upon signing the Agreement, the payment of €3,000.00 (THREE THOUSAND EUROS) for year one of the Term. From the start of the second year of the Licensing Term, this annual fee of €3.000,00 (THREE THOUSAND EUROS) will apply.

### **Tickets**

- 12. The Licensee shall make available to the Licensor, when requested 48 (FORTY-EIGHT) hours in advance, with up to 10 complimentary best-price tickets for the premiere of the Work. Additionally, the Licensor shall receive 2 (TWO) best-

price tickets in a central position, free of charge for each performance of the Work and the Licensor agree not to sell the same.

#### **Designated Representative Invitation and Travel**

13. The Licensee will, upon request, provide designated representatives with 2 (TWO) return flight tickets in business class from the UK to Slovakia to attend the production premiere in Bratislava (or as an alternative to the last rehearsals and first previews) licensed herein. The Licensee further agree to pay for up to 5 (FIVE) nights' accommodation at a first-class hotel for the persons named on the airline tickets and provide transport from and to the airport in the Territory and to assist with the acquisition of travel visas for the designated representatives in the event these are required.

In addition to the above-mentioned travel, the Licensee will provide the Licensors' Booking Agent Ms Eli Casanova (from Nova Touring International S.L), with a return flight from Barcelona to Bratislava for the initial opening night with a maximum of 2 nights' accommodation.

#### **Accounting and Auditing**

14.

- a) The Licensee shall furnish or cause to be furnished to the Licensor detailed returns of the ticket sales receipts of each performance and two copies of a certified statement **of the gross weekly takings** which shall be forwarded to the Licensor within 14 (Fourteen) days **after the final performance of the previous month, together with all royalties** thereby appearing to be due and payable.

If any sum payable by the Licensee to the Licensor hereunder is not paid within 30 (Thirty) days after the end of the month in question or fraction thereof of performances pursuant to this Agreement, interest thereon at 3% (THREE PER CENT) over Barclays Bank (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 Licensor, such interest to be due and payable on demand. Any such demand may be made by the Licensor at any time no later than 6 (SIX) months after the payment of the sum to which such interest relates;

- b) The Licensee agrees and understands that all royalties' payable to the Licensor 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 Licensee shall keep all usual and proper books of accounts and records during the Term and for THREE (3) years thereafter to include and showing all receipts and records of the Production Income, license fees, royalties and other monies paid or payable from all performances of the Work pursuant to the Agreement which books and records shall be open at all reasonable times to the Licensor 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 Licensee shall pay the costs of such audit, and any underpayment shall be paid to the Licensor within 30 (THIRTY) days of completion of the audit, plus accrued interest;

- d) All royalties payable to the Licensor hereunder shall be their property, and the Licensee agree that such monies when in the Licensees possession shall be held in trust by the Licensee 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 Licensor may, at their options, pursue its remedies at law or in equity. The Licensee 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 Licensee are prevented from paying royalties to the Licensors in Euros, the Licensee 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 Licensee further agree to leave such royalties on deposit therein until such time as their payment is authorized by the Licensors in writing, and the Licensee shall then forthwith make payment of such royalties to the Licensors;
- e) The Licensor and the Licensee agree that all amounts payable to Licensor under this Agreement shall be payable by the Licensee upon the Licensors' provision of the corresponding invoices(s) and shall be subject to the laws or regulations of any country requiring the reporting deduction or withholding of any tax duty or levy, and that withholding tax shall apply according to the applicable legislations, other rulings and international conventions. The Licensor and the Licensee further agree to secure a double taxation certificate in respect of all sums withheld which will otherwise be due to the Licensor hereunder. It is understood and agreed that the **tax residence certificate should be provided** before and annually renovated before any payment of royalties owed by the Licensee to the Licensor.

### **Restrictions of Rights**

15.

- a) All rights relating to the Work not specifically licensed to the Licensee hereunder including in particular (but without prejudice to the generality of the foregoing provision) all stock and/or amateur, schools, or theme parks performing rights, publication rights in the libretto and/or music, all rights of reproduction of the 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, are hereby expressly excluded from this License and reserved to the Licensor 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 Licensor or other such parties as aforesaid in all respects as if this Licence had not been granted whether or not such use may be in competition with the rights granted to the Licensee hereunder. The Licensee accepts the responsibility for preventing the unauthorised broadcast, televising or

recording of the Work or part(s) thereof by their company member or by the public attending a rehearsal or performance thereof;

- b) This License granted to the Licensee herein includes only Licensors' rights with respect to the copyright or literary property in the book, music and lyrics of the Work and unless specified in writing does not include the right for the Licensee to use or copy any creative elements from prior productions of the Work (including the original West End production), including without limitation the choreography, set design, lighting design, costume design or the physical production, the properties or accessories thereof. In addition, the Licensee expressly acknowledges and agrees that all stage directions, choreography, and designs must be original and not be a direct copy of any other production.
- c) The Licensee acknowledges that the Licensors shall not be obliged at any time to offer royalty participation or otherwise make any payment to any persons hired by the Licensee to direct, choreograph, stage, design or otherwise actualise the production of the Work presented by the Licensee hereunder, unless that person or persons have entered into a bona fide written collaboration agreement with the Licensors;
- d) Any performance presented by or under the authority of the Licensee outside of the Territory or in any language other than the Authorized Languages listed in Paragraph 1 impinges on the Licensors' reserved rights and is therefore deemed a copyright infringement and, without exclusion to any other remedy that may be available, this entire License will be deemed automatically revoked and terminated if such actions takes place;
- e) This Agreement conditions upon the Licensees' fulfilment of all obligations set forth herein, including the prompt payment of all royalty and 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.

#### **Merchandise & Souvenir Book**

16.

- a) Notwithstanding the clauses herein, in connection with its production of the said Work hereunder, the Licensee shall have the right to sell articles of merchandise (including but not limited to t-shirts, coffee mugs and other ceramic ware and glassware) featuring or embodying the title and/or logo of the said Work. The Licensee agree and understand that in order to create and sell merchandise in connection with the production licensed herein the Licensee must first sign a separate Merchandise Agreement with the Licensors;
- b) The Licensee understand and agree that all merchandise designs must be submitted to the Licensors for prior approval in advance of manufacture and that all approved merchandise must only be sold in theatres where the said Work is being presented or through websites owned by or under the direct

control of the Licensee. It is further agreed and understood that the Licensees will pay the Licensor a royalty in an amount equally to 10% (TEN PER CENT) of the retail selling price minus credit card commissions and VAT of each item of merchandise, which is to be reported by the Licensee monthly via separate royalty statement.

- c) "Merchandise" shall mean merchandise of any kind relating to the Work only.
- d) The Licensee shall have the right to produce and design a local Souvenir Book in the Territory in the local language and pay the Licensor five percent 5% **(FIVE PER CENT) commission of the retail selling price** minus credit card commissions and VAT of each Souvenir Book, which is to be reported by the Licensee **monthly via separate royalty statement**.
- e) Licensee acknowledges that Licensor retains the exclusive right to record cast recordings of the Work worldwide.

#### **Archival Video**

- 17. Notwithstanding the clauses herein, the Licensee shall have the right to record an archival video (the "Video") of their production of the Work licensed herein for the sole purpose of maintaining production standards throughout the term of this Agreement. The Licensee understand and agree that the Video must be both watermarked and password-protected and that the Video must not be copied, distributed, sold, broadcast or uploaded to the internet in any way. At the conclusion of the Licensees' production the Licensees undertake to provide the Licensor with a copy of the archival video.

#### **Sponsorship**

- 18. The Licensee shall have the right to enter into Sponsorship Arrangements only upon and subject to the following terms

18.1 No such Sponsorship Arrangement may be entered into by the Licensee without the express written agreement of the Licensor. Such approval shall not be unreasonably withheld and provided within 7 working days from receiving the proposal.

- a. For the avoidance of doubt, approval will be considered to have been reasonably withheld where:
  - the rights granted to any proposed party to the Sponsorship Arrangement are such as to make it appear that any such person is a sponsor or partner of or otherwise materially connected to the Licensor or the Show as opposed to any individual Performance;
  - any party to any such Sponsorship Arrangement is competitive with (or is excluded as a result of any arrangements with) any sponsor or commercial partner of the Licensor and/or occupies any sector which the Licensor has undertaken to exclude from further sponsorship;

- any party to any Sponsorship Arrangement is a tobacco manufacturer or seller or a political subject which otherwise in the opinion of the Licensor is liable to put the Licensor into disrepute in any part of the world;
- any rights are granted pursuant to any such Sponsorship Arrangement which the Licensor acting reasonably considers inappropriate for any reason.

In the event that any Sponsorship Arrangement is undertaken, the Licensee will retain 100% (one hundred percent) of all proceeds arising from such an arrangement with any person firm or company where the benefits of such Sponsorship Arrangement are conferred solely upon or in connection with any concern being a radio or television broadcaster or a newspaper or magazine. In respect of any other Sponsorship Arrangements the net proceeds calculated in accordance with any calculation set out in the form of approval given by the Licensor, **the Licensor shall receive 15% of cash receipts only** and after the deduction of commission of not more than 20% of the value of any cash sponsorship raised to agents who have procured that sponsorship (if any).

#### **Insurance**

19. The Licensee agrees to enter into and thereafter maintain at all times during the Term an insurance policy and/or policies in accordance with usual custom and practice for theatrical productions in the Territory (including errors and omission and all other customary general liability insurance).

#### **Copyright Protection of the Work**

20. The Licensee agrees 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 Work and the title and translation thereof as provided for in this Agreement. The Licensee shall not commit or permit any act or omission by which such copyright protection in the Territory, in the United Kingdom, in the International Copyright Union under the Berne Convention, or in territories embraced within the Universal Copyright Convention will be impaired.

#### **This Agreement, Assignment and Sub-Licensing**

- 21.
- a) This License is granted upon condition that the Licensee shall only assign, sub-license, charge or otherwise part with or share the benefit thereof with third parties to the extent that the Work is produced in co-production and that the licensees own at least 50% (FIFTY PER CENT) interest in the co-production entity, the Licensee 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 License 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 Licensor' shall - where the context admits - include any person, firm or corporation to whom the Licensor shall have assigned the benefit of this Agreement;
- c) Nothing herein contained shall be deemed to constitute a partnership or joint venture between the Licensor and the Licensee. The Licensee shall have no power to obligate or bind the Licensor in any manner whatsoever.

#### **Invalidity / Ineffectiveness**

22.

- a) If any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction:
  - (i) The legality, validity and enforceability in that jurisdiction of the remaining provision shall be unaffected; and
  - (ii) The legality, validity and enforceability in any other jurisdiction of that or other provision shall be unaffected.
- b) The Licensor and the Licensee shall replace such illegal, invalid or unenforceable provision with legal, valid and enforceable provisions that will achieve, to the greatest extent possible, the economic, business and other purposes of the illegal, invalid or unenforceable provision.

#### **Termination of Agreement**

23.

- a) In the event of the Licensee failing to fulfil any term of this Agreement, the Licensor shall be entitled to terminate any and every Licence given to the Licensee hereunder by 30 (Thirty) days' written notice of the Licensee by the Licensor 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 Licensee 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 Licensee to be observed and performed;
- b) If a resolution be passed or order made for the winding up of the Licensee (otherwise than for the purpose of amalgamation or reconstruction) or if the Licensee 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 Licensee shall suffer any execution to be levied upon or in respect of their property and assets or any part thereof, then the Licensor shall be entitled to terminate forthwith any and every licence given by this Agreement.

#### **Production and Presentation Liability**

- 24. The Licensee assumes all risks and responsibilities in connection with its actions pertaining to the production and presentation of the Work, without recourse of any kind to the Licensor. It is understood that in no event shall the Licensor 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 Licensee agrees to indemnify the Licensor and to hold the Licensor harmless against and from all liabilities, charges, awards, costs and expenses (including reasonable counsel fees), which the Licensee or the Licensor may incur because of demands, proceedings, or claims by reason of the production and presentation of the Work hereunder and against and from all charges, costs and expenses incurred by the Licensor by reason of the Licensees' breach of any warranty, representation or covenant herein contained.

### **Confidentiality**

25.

- a) Confidential Information is defined as all confidential information, whether written or oral, acquired by a party either before or after the date of this Agreement, whether directly or indirectly, as a result of negotiating, entering into or performing this Agreement, which relates to the affairs of the other party, the Work or the Production.
- b) Each party will treat all Confidential Information as strictly confidential and:
  - (i) will take all proper steps to prevent its use or disclosure;
  - (ii) will not itself make use of any Confidential Information for a purpose other than the performance of its obligations under this Agreement;
  - (iii) will not disclose Confidential Information to any person (other than in accordance with this Clause 25 (c).
- c) Each party may disclose Confidential Information to any of its directors or employees, or in the case of the Licensee, to investors in the Production. In each case to the extent that disclosure is reasonably necessary for the purposes of this Agreement provided that the relevant party will ensure that any such directors, employees or investors are made aware of and comply with such party's confidentiality obligations under this Clause 25. The relevant party shall procure their compliance of said recipients with it and be responsible for any breaches by them.
- d) Each party may disclose Confidential Information where such disclosure would otherwise be prohibited by the Clause 25 if and to the extent:
  - (i) required by law, including obligation of Divadlo Nová scéna to publish each concluded agreement/contract in Central Register of Contracts under the law of the Slovak Republic;
  - (ii) it can be shown by that party (to the other party's reasonable satisfaction) to have been known by it before disclosure to it by any other party;
  - (iii) it can be shows by that party (to the other party's reasonable satisfaction) to have been subsequently lawfully disclosed to that party by a third party who did not impose any restrictions on its disclosure and did not obtain it (whether directly or indirectly) from any other party; or
  - (iv) the information was or enters into the public domain (other than by reason of a breach of this clause by that party).

### **Paragraph Headings**

26. The paragraph headings are inserted for convenience only and shall not be used to define, limit, extend or describe the scope or intent of any provision of this Agreement.

### **Force Majeure**

27. If, as a result of fire, riot, war, government regulation, labour action, pandemic, epidemic, or any other event beyond the control of the affected party (a "**Force Majeure Event**") the Licensee shall be unable to (further) present the Work and/or perform any obligations pursuant to the Agreement, such inability shall not constitute a breach of this Agreement;

It is understood and agreed that if, as a result of any Force Majeure Event, the Licensee shall be rendered unable to (further) present the Work and/or perform any obligations pursuant to this Agreement, the Licensor shall, upon the Licensee request, make best faith efforts to grant the Licensee a mutually-agreeable extension to the term of the Agreement as described in Clause 1 hereof. It is further understood and agreed that any extension to this Agreement will be granted at the Licensors' and Owners' sole discretion.

If for reasons of a COVID-19 type pandemic, the performance venue had by order of the competent authority to reduce the operational capacity of the performance venue to less than 70% of the total or in the event that quarantine restrictions are imposed on the Artists due to a COVID-19 type pandemic, the Licensee may terminate the performances leaving the parties released from the contractual obligations derived for that performance season without any of the parties being responsible to the other for damages that derive from being able to continue with the performances and without penalty.

### **Ownership**

28. If there shall be a change in the corporate ownership of the Licensee, the Licensor shall be entitled to terminate this Agreement with 1 (ONE) month written notice to the Licensee.

### **Notices**

- 29.
- a) Any notice or other communication to be given pursuant to this Agreement shall be delivered personally or sent by Recorded Certified Delivery mail (post) or email transmission to each other party at its address as given below or to such address as is notified to the other parties from time to time, and shall be deemed to have been given:
    - (i) If personally delivered, at the time of delivery;
    - (ii) If sent by Recorded Certified Delivery mail; at least 5 working days after posting between the UK and Continental Europe; and
    - (iii) If sent by email transmission, on the day of transmission, provided that a confirming copy is sent by Recorded Certified Delivery mail (post) to the relevant address within twelve hours of transmission.
  - b) In providing such service, it will be sufficient to prove that the personal delivery was made, or that the envelope containing such communication was

properly addressed as a Certified letter, or that the email was properly address and dispatched.

Any notice given to the Licensor shall be marked as follows:

Carl Bonwick, Executive Producer  
C.O.M. International Limited  
Ground Floor 31,  
Kentish Town Road,  
London NW1 8NL  
United Kingdom  
[carl@thechoirofman.co.uk](mailto:carl@thechoirofman.co.uk)

Any notice given to Licensee shall be marked as follows:

Mgr. Ingrid Fašiangová,  
Divadlo Nová scéna  
Živnostenská 1  
812 14 Bratislava  
Slovakia  
[Ingrid.fasiangova@novascena.sk](mailto:Ingrid.fasiangova@novascena.sk)

#### **Survival of the Rights**

30. Notwithstanding anything to the contrary contained herein, such obligations which remain executory after expiration of the Term of this Agreement shall remain in full force and affect until discharged by performance and such rights as pertain thereto shall remain in force until their expiration.

#### **Agreement Law**

31. In the event a dispute of opinion arises as a result of the execution of this Agreement, the Parties agree and consent to settle it amicably to reach consensus. If amicable settlement is unsuccessful to reach consensus, the Parties agree to settle the dispute in England and all questions of interpretation relating to this Licence shall be construed in accordance with English law.

#### **Entire Agreement**

32. The present Agreement constitutes the entire understanding between the parties and may not be modified or amended except in writing signed by each of the parties. All rights not explicitly conveyed in this Agreement to Licensee are reserved to Licensor. This contract supersedes all prior agreements, written or oral, between the parties.

#### **Force and effect of the agreement**

33. This Agreement shall come into force on the date of its signing by the contracting parties. The contacting parties hereby agree with publishing of the Agreement in the Central Register of Contracts of the Slovak Republic pursuant to the laws of the Slovak Republic under which the 'Company' is obligated to publish any

concluded contracts. The published contract shall come into effect on the date following the date of its publishing.

AS WITNESS the hands of the parties hereto the day and year as follows:

Bratislava, 17. of June 2025

26-Jun-2025 | 13:21 BST  
London, .....

Mgr. Ingrid. Fašiangová, General Manager  
Divadlo Nova scéna  
Licensee

Nic Doodson, Managing Director & Producer  
C.O.M International Limited  
Licensor

\_\_\_\_\_  
Witness

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Witness