

Akram Khan
Contract on the conditions for the performance of the work and
Licensing Agreement

This agreement (hereinafter referred to as the "Agreement") is for the licensing of Akram Khan's (hereinafter referred to as the "Choreographer") duet from the existing choreographic work "Dust" (hereinafter referred to as the "Work") dated 2025 is concluded between:

Agency: **AKRAM KHAN PRODUCTIONS LTD** (hereinafter referred to as the "AKP")
Seat: Ground Floor, 66 High St, Lewes, East Sussex, BN7 1XG
Company registered number: 9417789
Performance: Akram Hossain KHAN
Legal form: Private Limited Company
Bank: BARCLAYS BANK PLC
Seat of the bank: 1 Churchill Place, London E14 5HP
IBAN: GB97 BARC 2057 7600 0204 19
SWIFT: BARCGB22
Tax identification number: 5158314058
VAT number: 209 8772 73
Contact person: Natalie Payne
Phone: +44 7361 827 467
E-mail: natalie@akramkhanproductions.com

And

National Theatre Košice (hereinafter referred to as "Theatre"),
Seat: Hlavná 58, 042 77 Košice
Performing: Mgr. art. Andrej Šoth, ArtD. – General Director
Legal form: state subsidized organization
Founder: Ministry of Culture of the SR, Founding Charter No: MK-3905/2023-110/7836
Bank contact: State Treasury
Account number/IBAN: SK85 8180 0000 0070 0007 0481, SK35 8180 0000 0070 0024 0452
SWIFT: SPSRSKBA
Identification number: 312 99 512
VAT identification number: SK2021469758
Tax identification number: 2021469758
Contact person: JUDr.Katarína Širillová
Telephone: 055 – 2452 206
Website: www.sdke.sk
E-mail: katarina.sirillova@sdke.sk

AKP agrees to license the Work to the Theatre solely for the purpose of live performance as part of the Ballet Gala at the Slovak National Theatre in the capital Bratislava, on March 22,

2025. Conditions of the licensing of the Work are established as part of the Agreement below.

AKP shall represent on the basis of a specific contract:

- Mr Akram Khan, residing at 21 Charminster Avenue, London, United Kingdom of Great Britain, SW19 3EL ('the person represented by AKP').

AKP declares that it has concluded a contract with the person represented by AKP, on the basis of which it is authorised to represent him towards third parties, to conclude in its own name and on its own account contracts with third parties to the extent necessary for the fulfilment of the purpose of this Agreement.

1. ENGAGEMENT TERM AND CONDITIONS

The licensing of the Work will last for a period of one day starting March 22, 2025 (hereinafter referred to as the "Period") under the conditions set out in this Agreement. The Theatre agrees that this Agreement covers the licensing of the Work being performed during the Period only. Any revival of the Work shall be subject to a separate agreement. The performance of the Work will take place at the Slovak National Theatre.

2. CASTING

Both parties agree that Gennaro Sorbino and Nina Ravasova have been cast to perform the Work during the Period. The casting may be amended subject to dancers' availabilities, if necessary, but only in consultation and with the approval of the Choreographer.

3. REHEARSAL TERMS AND CONDITIONS

The Parties agree to the following conditions, only upon fulfillment of which the Work may be performed:

- a. At least two rehearsals lasting three hours each for a total of six hours before the gala performance with the Theatre's rehearsal director Shoko Yamada.

4. FEE

In consideration of the Work licensed under this Agreement, the Theatre agrees to pay AKP a fee of €1,550 EUR (One Thousand Five Hundred and Fifty Euros) net of any taxes per the following payment schedule:

€1,550 EUR (One Thousand Five Hundred and Fifty Euros) on 22 March, 2025 due within 30 days.

AKP shall invoice the Theatre for all payments due under this Agreement. The Theatre shall cover outgoing wire transfer fees.

The invoice must contain all the elements according to Act No. 222/2004 Coll. on Value Added Tax as amended. If the invoice does not contain all the elements, the Theatre is entitled to return the incorrect invoice to AKP for reworking. This will stop the due date of the incorrect invoice. The new due date will start from the date of receipt of the new invoice.

The place of taxable supply is the Slovak Republic.

5. TAXATION

Under this Agreement, AKP is considered an independent contractor and not an employee and shall, at all times, pay all income tax, national insurance and other contributions required by law to be paid in relation to the fees received therefore under this Agreement.

AKP agrees to settle all property claims of the person represented by AKP out of the agreed remuneration under this Contract so that the Theatre may perform the Work under this Contract without any additional financial consideration claimed against the Theatre and claimed by AKP or the person represented by AKP or third parties.

AKP will provide the Theatre with a certificate of tax residency of AKP and a certificate of tax residency of the person represented by AKP, therefore the remuneration under this Agreement will be taxed in accordance with the relevant double tax treaty (0% tax rate for the royalty; according to the relevant double tax treaty).

6. RIGHTS AND CONSENTS

AKP will retain ownership of the copyright of the Work and AKP reserves all rights in the choreography not specifically licensed to the Theatre pursuant to this Agreement.

AKP hereby grants to the Theatre by way of a nonexclusive performance license for the Period to embody the choreography of the Work in live performance only. The Work will not be excerpted or abbreviated without advance permission of AKP.

AKP grants the right to the Theatre to film the Work for archival purposes only.

The Theatre may use photos and video clips of the Work less than 15 seconds in length, for promotional purposes on social media and less than 5 minutes in length, for news reporting purposes with AKP's approval, such approval not to be unreasonably withheld. The Theatre may also address a request for consent to the AKP by email. The AKP is obliged to provide the Theatre with a statement as to whether the AKP gives its consent within 48 hours of receipt of the request. If the AKP does not express its consent to the Theatre within the aforementioned period, it shall be deemed to have given its consent.

Should the Theatre wish to use the Work in any other format or opportunity not mentioned in section 6, including but not limited to audio, visual, audio-visual, commercial film, television,

educational showings or performances, relaxed performances, and other uses, the Theatre agrees that a separate agreement will be discussed with AKP for such usages.

The Theatre shall be entitled to grant a sub-licence to third parties within the scope of the licence granted by the AKP to the National Theatre Košice, subject to the same approval process as applies to the Theatre in this Agreement.

7. CREDIT

The Choreographer shall receive credit wherever customary on all programs, posters, playbills, radio, television advertising, and in all other paid advertising and publicity under the control or with the authority of the Theatre.

Where possible and in consideration of the Theatre's guidelines for crediting, the Work shall be credited as follows:

Direction and Choreography: Akram Khan

Composer: Jocelyn Pook

Costume Designer: Kimie Nakano

Original Lighting Design: Fabiana Piccioli

Original Set Design: Sander Loonen

8. MARKETING

The Theatre is granted the right to use the Choreographer's name, biography and picture for advertising and publicity purposes or otherwise in connection with the Work and the exercise of the the Theatre rights in respect of it.

AKP agrees to provide the Theatre with professional photographs, recent newspaper reviews and biography for media purposes upon request.

All Theatre generated copy, press releases, and marketing materials in relation to the Work shall be subject to the approval by AKP. Such approval shall not be unreasonably withheld. The Theatre may also send a request for consent to AKP by email. AKP is obliged to provide the Theatre with a statement as to whether AKP gives its consent within 48 hours of receipt of the request. If AKP does not express its consent to the Theatre within the aforementioned period, it shall be deemed to have given its consent.

9. WARRANTIES AND INDEMNITY

AKP hereby warrants to the Theatre that:

- a. The Choreographer via AKP is the sole author and owner of all copyright in the choreography in the Work throughout the world;

- b. The Choreographer via AKP has the full right, power and authority to enter into this Agreement and to grant all of the rights granted under this Agreement;
- c. AKP have not entered, and will not enter, into any agreement or commitment that will not interfere in any way with the performance of AKP's obligations under this Agreement;
- d. The use of the Work by the Theatre in accordance with this Agreement will not infringe or make unauthorized use of any intellectual property or other rights of any third party;
- e. AKP will not deal in any rights in the Work in a manner inconsistent with this Agreement.

10. TERMINATION AND CANCELLATION

AKP may terminate this Agreement with immediate effect at any time by giving written notice to the Theatre in the event that:

- i. the Theatre in any way disparages or otherwise endangers the reputation of AKP or the Choreographer;
- ii. the Theatre fails to comply with any of the provisions or conditions of this Agreement, constituting a material breach of this Agreement.

In the event of the expiry or termination of this Agreement for whatever reason, all rights granted to the Theatre under this Agreement shall cease and no future obligations will be granted.

11. CONFIDENTIALITY

The Theatre will not issue any announcement or press release or give any interview concerning the subject matter of this Agreement, AKP, the Work, or any related matter without the prior approval of the AKP as to its contents, except for any minor incidental references to the fact AKP is providing services to the Theatre. The Theatre may also send a request for consent to AKP by email. AKP is obliged to provide the Theatre with a statement as to whether AKP gives its consent within 3 days of receipt of the request. If AKP does not give the Theatre its consent within the aforementioned period, it shall be deemed to have given its consent.

12. FORCE MAJEURE

Neither AKP nor the Theatre shall be liable or responsible, nor deemed to have defaulted under or breached this Agreement for any failure in fulfilling the Period caused by or resulting from any of the following force majeure events: act of God (including but not limited to fire, flood, earthquake, storm, hurricane, tornado, or other natural disaster; national, state or local emergency; death or physical or other disability of any of key personnel; the acts, regulations, or recommendations of any public, government authority or labor union; labor stoppages, slowdowns or other difficulties; strike; war; acts or threats of terrorism; epidemic,

quarantine or other public health or safety concern; storm or inclement weather; any other events or circumstances beyond the control of the impacted party.

Upon occurrence of any force majeure event, the impacted party shall have the right to terminate this Agreement immediately upon notice to the other party. If this Agreement is terminated due to a force majeure event, neither AKP nor the Theatre shall be under any obligation to the other.

13. ENTIRE AGREEMENT

Legal relations between the AKP and the Theatre are governed by Slovak law.

The Contract becomes valid on the date of its signing by the authorized representatives of the Parties and shall come into force on the day following its publication in the Central Register of Contracts maintained by the Office of the Government of the Slovak Republic. Changes and amendments must be made in writing and must be signed by both Parties.

This Agreement is drawn up in 2 English and 2 Slovak language versions, one copy of each language version for each Contracting Party. Both language versions shall be considered equally authentic. In the event of a discrepancy between these language versions, the interpretation of the English language version shall prevail.

The Parties undertake that any disputes which may arise in the performance of this Contract shall be settled in the first instance by agreement. In the absence of agreement, any disputes shall be settled by the ordinary courts.

This Agreement constitutes the entire understanding between the parties and supersedes all prior representations, arrangements, understandings and agreements between the parties relating to its subject matter. This Agreement may be modified only in writing and acknowledged by the parties to it.

In witness of the above

For Národné Divadlo Košice Date

For Akram Khan Productions Ltd Date