

SUBCONTRACTOR AGREEMENT

NR. 553/17.06.2022



concluded by and between the following Parties:

[RADU STANCA NATIONAL THEATRE]

Adress Corneliu Coposu bd., no. 2, Sibiu

Romania

[REDACTED]

(hereinafter referred to as 'Contractor')

TechRent Kft

Adress 1032 Budapest Kiscelli utca 16

Budapest

[REDACTED]

(hereinafter referred to as 'Subcontractor')

1. Statement of Work

Parties agree that based on previous offer consultations and e-mailing, Subcontractor provides utility climbing services for assembly / dismantling and operation of stage engineering structures, with four (4) utilitarian climbers, where Contractor is acting as the main primary contractor, i.e. the owner of the below project:

Event details

Event name: Sibiu International Theatre Festival, 29th edition

Venue name: those named by the Contractor

Event period: 19 June – July 7 2022 (17 discontinuous days)

2. Subcontractor's fee

Parties agree that based on Subcontractor's proposal, the total amount of the services provided by the Subcontractor is **12.920 euro**, respectively **52.629,70 lei without VAT (exchange rate 1 euro = 4.9464 lei)**

Payment will be done after the services are finished.

- The total balance – including any additional orders/changes – is due within 30 Days after Subcontractor's invoice is issued (after the completion of the services).

Proposal is exclusively prepared for the Contractor. Any changes in the event requirements should be communicated – and is valid only – in writing to Subcontractor, and may result in revision of the quotation.

3. Monetary regulations

After the event, the Subcontractor and the Contractor agree the accomplishment in writing. After Contractor acknowledges that Subcontractor rendered the ordered services appropriately, Subcontractor is entitled to issue the invoice and to send it to Contractor in electronic format (via e-mail) or hard copy per mail.

Parties agree that the invoiced final amount may differ from the amount included in this contract, on the basis of a final calculation which is mutually confirmed by the Parties. Nevertheless the amount from the invoice will not exceed the amount stated at art. 2

Contractor is not obliged to pay any VAT, because it has a valid EU VAT Number, which is RO36046955. However, Parties' VAT numbers must appear on the invoices.

Contractor is responsible for any banking costs related to bank transfers initiated by Contractor, including fees imposed by intermediary banks.

4. The duties of Subcontractor

Contractor may request a liability insurance from Subcontractor, which covers the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries (including death) and property damage resulting there from arising out of the services to be performed by the Subcontractor.

Subcontractor and its on-site staff shall behave and dress in line with the expectations from persons working in a high level event venue. Subcontractor is already aware of and accepts such behavioral standards.

Subcontractor may involve further subcontractors to provide any part of the agreed services only with the Contractor consent in writing. Subcontractor is fully responsible for any services performed by its subcontractors and ensures full compliance of its subcontractors (if any) with the terms and conditions of this contract.

5. Confidentiality

All communications between the Parties, any pricing information, discounts and equipment packages included in this contract, in the attached or other quotations or in any related correspondence are confidential.

Subcontractor will not disclose and/or use any confidential information – included and not limited to posting images onto any social media platform or other web based applications – to its or any other persons' or entity's benefit unless it has the written approval of the Contractor.

Subcontractor affirms that its employees, representatives and independent (sub)contractors shall be bound and obliged to the same provisions of confidentiality as Subcontractor. In case

of breaching this clause Subcontractor is obliged to pay Contractor a fee with of 30% of the contracted amount after the services outlined in this contract.

6. The effect and the termination of the Contract

This Agreement shall be full force and effect from the date of signing until the fulfilment of the ordered services, unless cancelled in writing by either party according to the conditions stated below:

- If the confirmed event is cancelled within 15 days prior the event date, 50% of the total charges based on the latest approved proposal is due as cancellation fee;
- If the confirmed event is cancelled within 5 days prior the event date, except force majeure, 100% of the total charges based on the latest approved proposal is due as cancellation fee;
- Deposits received will be deducted from the cancellation fee due;
- Cancellation shall be communicated – and is only valid – in writing initiated by any of the Parties.

7. Further regulations

Parties agree that matters not stipulated in this contract will be subject to the regulations of the Civil Code of Romania. This contract shall belong under the effect on the Romanian law.

Parties will make every effort to solve any problems or disputes arising from performance on interpretation or present contract in an amicable way. Should they not succeed, Parties submit themselves to the exclusive competence of the Romanian Jurisdiction.

Parties sign present contract with their corporate signature after reading and fully agree with its terms and stipulations. The contract may only be modified in writing signed by both Parties.

Date: 17.06.2022

RADU STANCA NATIONAL THEATRE

Contractor

[Redacted Signature]
[Redacted Stamp]

Economist

Irina Chiorean

Technical Manager

[Redacted Signature]

Irina Chiorean

[Redacted Stamp]

[Redacted Signature]

Technical Manager

Subcontractor

