

ARTISTIC REPRESENTATION CONTRACT

Barcelona,

BY AND BETWEEN:

On the one hand,

FUNDACIÓ DEL GRAN TEATRE DEL LICEU, with Tax Identity Code G-60754223 and official residence at La Rambla no. 51-59, Barcelona 08002, represented by Valentí Oviedo Cornejo, General Manager, as a deed of empowerment granted by the Barcelona notary Mr. Manuel-Angel Martínez García on April 19th 2018, with protocol number 1076, hereinafter "**LICEU**";

And on the other,

DELTA DANSE S.L, with Tax Identity Code ESB88510227, located at Calle Poeta Joan Maragall, num 38, planta 4, Madrid 28 020 represented by Thierry DUCLOS (Gerante), duly authorized for the purpose of this agreement. Hereinafter referred to as "**PRODUCER**"

Both parties mutually recognise their full legal capacity to enter into contracts and undertakings, and

DECLARE:

I.- LICEU is a private Catalan cultural foundation whose main purpose is to promote and execute all those initiatives that contribute to the promotion and enhancement of culture and, more specifically, of opera culture, the cultivation of which is historically one of the distinctive elements of Barcelona, and which has enabled the Gran Teatre del Liceu to become a reference point in the operatic world.

One of the LICEU's own purposes is the organisation of the theatre's regular seasons, and for this purpose it has the need to contract the ballet show "*SWAN LAKE*".

II.- To this end, LICEU has processed a contracting procedure with negotiation without advertising or competition in accordance with the provisions of Article 168 a) 2 LCSP (Public Sector Procurement Law) for artistic reasons.

III- Following the corresponding procedures, the Contracting Body of LICEU has adopted the agreement to award the contract for the artistic representation of the ballet "*SWAN LAKE*" " by ballet of TEATRO DELL'OPERA DI ROMA (hereinafter the COMPANY) to the PRODUCER as exclusive representative of the COMPANY in Spain for this TOUR.

The total of the representation of the PERFORMANCE is hereafter called the "TOUR".

IV.- The PRODUCER has accredited before the Contracting Body its capacity and personality to contract and bind itself and, in particular, for the awarding of this contract.

V. THE PRODUCER has acquired from the company TEATRO DELL'OPERA DI ROMA (hereafter the COMPANY) the rights of exploitation for a choreographic work of public performance for the show "SWAN LAKE".

VI- That both parties proceed to formalise the contract for the service of representation of the show "SWAN LAKE" by THE COMPANY, for the 2023-2024 season of the Gran Teatre del Liceu of Barcelona, subject to the following

CLAUSES:

1. OBJECT:

1.1. The purpose of this contract is to regulate the conditions relating to the contract for the artistic representation of the show "SWAN LAKE" by ballet of TEATRO DELL'OPERA DI ROMA to be performed at the LICEU in accordance with the following conditions:

1.2. The show will involve 70 dancers, and all COMPANY personnel (around 105 people) necessary for the execution of the performances, at the place, date and functions detailed below:

- Place of performances: Barcelona, Gran Teatre del Liceu
- Seat capacity: 2.290
- Number of performances: 5
- Days and times of performances:
 - Day: 19/07/2024 Time: 19:30h
 - Day: 20/07/2024 Time: 19h
 - Day: 21/07/2024 Time: 18h
 - Day: 22/07/2024 Time: 19:30h
 - Day: 23/07/2024 Time: 19:30h

The performance will last approximately 180 minutes (2:30h) with intermission.

- Number of rehearsals: 3
- Day of rehearsals: 17/07/2024 with lighting sessions morning and piano afternoon afternoon and 18/07/2024 with orchestra morning and afternoon

Times may be modified by the theatre if necessary.

1.3. This contract shall be executed subject to the following documentation which is attached and which is of a contractual nature:

- Programme of the show (Appendix I)
- Work schedule (Appendix II)
- Technical Rider (Appendix III)

2. TECHNICAL ASPECTS

The TECHNICAL REQUIREMENTS drawn up by the COMPANY are annexed to the contract and the LICEU declares that he has due knowledge of them and that he accepts them. They include the requirements regarding materials, the number of services and personnel necessary for the load in, the set-up, the rehearsals, the PERFORMANCES, the strike and the load out. All additional items rented and necessary to the efficient running of the PERFORMANCE are to be paid for by the LICEU.

The PRODUCER declares that the technical specifications (hereafter "TECHNICAL SPECIFICATIONS") of the theatre (hereafter "THEATRE") have been submitted to the COMPANY for its approval.

Provided that this does not adversely affect the PERFORMANCE, it shall be possible for the Technical Director of the COMPANY to consider the possibility of technical adaptations. He shall in this case contact and work together with the Technical Director of the LICEU to define and limit its terms. The PRODUCER shall have to be informed of these adaptations.

The PRODUCER shall not be liable in any way for any discrepancies between the TECHNICAL REQUIREMENTS and the TECHNICAL SPECIFICATIONS.

The load-in and set-up for the PERFORMANCE shall take place Tuesday, July 16th 2024 to Thursday, July 18th 2024.

Strike and load out shall be carried out from Tuesday, July 23rd 2024 at the end of the PERFORMANCE.

The LICEU will do a pre hang before the arrival of the technical team.

Precise time schedules shall be defined by an agreement between the technical directors of the COMPANY and the LICEU.

3.- OBLIGATIONS OF THE PRODUCER:

The PRODUCER as the exclusive representative of the COMPANY in Spain for this TOUR, shall be responsible for compliance with the following obligations:

1. To make the services of the COMPANY available to the LICEU for the performance of the show indicated in clause one,

2. To ensure that the COMPANY complies with the following conditions:

a- To respect the artistic specifications and the program of the show expressed in Appendix I. The PRODUCER may find that he must make certain modifications to parts of the program in the following cases:

- In the event of temporary unavailability of one or more artists essential to this program.
- If some technical specifications of the THEATRE, not appearing in the TECHNICAL SPECIFICATIONS provided by the LICEU, render impossible the installation and/or the PERFORMANCE.
- If the LICEU did not conform to the requirements of the adaptations of the TECHNICAL REQUIREMENTS as defined with the COMPANY.

The PRODUCER shall inform the LICEU of such modifications.

In any event, the decision to modify the program shall be made only as a measure of last resort and after having made sure that there is no other alternative available, and always prior to mutual agreement with LICEU.

b- The COMPANY undertakes to the PRODUCER to provide the show fully staged and to assume artistic responsibility for the representation and/or interpretation. The show will include the sets, costumes, furniture, accessories, properties and generally all the items necessary for its representation except those specifically listed in the technical requirements for the PERFORMANCE.

c- The COMPANY undertakes to the LICEU, on its own behalf and on behalf of each and every one of its members, to:

- To work in harmony with the Artistic Direction, Production and Technical Direction of the LICEU.
- Respect the artistic and technical planning of the LICEU.
- Submit to the LICEU's internal operating rules.
- To accept and comply with the customs and show business legislation in force in Catalonia.
- To be present in Barcelona, from the dates indicated in **the work schedule (Appendix II)**, at the disposal of the LICEU, to take part in rehearsals (if applicable) and scheduled performances.
- Not to participate in any public event related to the object of this contract (conferences, press conferences, etc.) without the written permission of the LICEU during the same period referred to in the first clause.
- To complete all the procedures and formalities necessary to obtain (if applicable) passports, authorisations and all the documentation necessary for the trip and performances in Barcelona.
- The COMPANY guarantees that all the persons forming part of the ballet, neither at the time of hiring their services nor throughout their performance, do not have and will not have formalised any type of contract, pre-contract or document, nor any verbal commitment that may affect, limit or condition the fulfilment of the obligations of this contract, so that the services of all of them will be available on the dates agreed to fulfil the assignment they receive in this act. However, in the event that this is not possible for any reason (illness, injury, absenteeism, etc.), the COMPANY also undertakes to foresee and resolve all possible eventualities that may arise regarding substitutions, so that rehearsals and performances may be carried out normally.

d. Organize and pay the loading / unloading in Rome and the transport of the show to the Liceu and back to Rome after the performances, in coordination with the technical and logistic department of the LICEU.

3. The COMPANY'S fees, visas and any other necessary expenses are included in the fee (see art. 6.1)

4. The PRODUCER declares that the COMPANY is in possession of all the administrative authorizations and permits for the activity to be carried out.

4.- OBLIGATIONS OF LICEU:

The LICEU undertakes to comply with the following obligations:

- Organisation of the show within the framework of the artistic season in which it is programmed, making the stage space to be used during the staging, rehearsals and performances available and in perfect working order in conformity with the TECHNICAL REQUIREMENTS and the TECHNICAL SPECIFICATIONS.

- To make available the necessary light and sound technicians for the Hall in accordance with the technical needs agreed with the PRODUCER.

- Loading and unloading of the material in Barcelona, as well as the necessary stage personnel expenses generated, if applicable, for the assembly and disassembly.

- Reception of the public, ticket sales and security service.

- To make available the elements necessary for the show as agreed with the COMPANY and which are detailed, where appropriate, in the Technical Rider (Appendix III).

- Organisation, printing and distribution of the performance programs as established by the theatre.

- Organisation of the necessary communication and publicity events for the play/performance that is the object of the contract.

- With regard to advertising and information, the LICEU must respect the general spirit of the documentation provided by the PRODUCER and scrupulously observe the mandatory information provided. This mandatory information (on addendum) must appear on any information or promotional document, regardless of the medium (posters, program, press kit, advertising, etc.), as long as it relates to the COMPANY's activities., and as long as the format of the medium allows for it.

- The LICEU undertakes to print and supply the cast sheet to be distributed free of charge. This cast sheet must include logos of the entities that, if applicable, support the project.

- Inclusion in the program of the names of the members of the COMPANY as agreed with the Liceu.

- As the employer, the LICEU shall pay at their due dates the wages, social and tax levies of its staff.

5.- **DURATION:**

This contract binds the parties as of its signature and ends on 23 July 2023, both inclusive.

6.-. **PRICE, INVOICING AND METHOD OF PAYMENT AND OTHER EXPENSES**

6.1. **PRICE**

The PRODUCER shall receive the amount of **250.000,00.-€** without VAT (TWO HUNDRED AND FIFTY THOUSAND EUROS) in accordance with the following breakdown:

Performance fee: **250.000,0.-€** without VAT (two hundred and fifty thousand euros without VAT) (for all performances), subject to VAT at the rate of 21%, i.e. the sum of **302.500,00€** (three hundred and two thousand five hundred euros). VAT is payable by the LICEU.

This sum is net of all taxes and levies.

This amount includes the fees for the performances, as well as all salaries, allowances, travel, accommodation, transport and loadings, taxes, and any other expenses that the PRODUCER undertakes to pay to the COMPANY. This amount also includes the rights assigned under clause eight of the present contract.

The LICEU shall pay royalties and any related rights regarding the PERFORMANCE directly to the relevant organizations and bodies.

The PRODUCER guarantees the LICEU full indemnity against any financial claim for items not provided for in this contract (costumes, props, etc.).

6.2. **INVOICING AND PAYMENT CONDITIONS:**

The LICEU undertakes to make payments as detailed below, by bank transfer to the account number of the The PRODUCER.

- Upon signature of the contract and presentation of an invoice: a first payment of 20%, corresponding to the amount of **50.000,00€.** without VAT (fifty thousand euros without VAT) subject to VAT at the rate of 21%, i.e. the sum of **60.500,00€** (sixty thousand five hundred euros).

- On 23 July 2023, after the last performance and on presentation of an invoice: the balance of **200.000,00€** without VAT (two hundred thousand euros without VAT) , subject to VAT at the rate of 21% i.e. the sum of **242.000,00€** (two hundred forty-two thousand euros).

For these payments to become effective, the corresponding invoices must be presented. The invoices will be issued by the PRODUCER, who will be in charge of the management of the possible retentions foreseen by the legislation in force.

Payments will be made to Caixabank's current account [REDACTED] [REDACTED] within one working week of completion of the service, on presentation of the invoice.

7.- PRICE AND BOX OFFICE POLICY:

The pricing policy and box office income correspond exclusively to the LICEU. The LICEU will provide to the PRODUCER/COMPANY with 15 tickets for the opening day and 15 tickets for the rest of the performances of the ballet that are the object of this contract. The COMPANY will request these invitations at least 48 hours before the performance. If they are not requested, the LICEU reserves the right to put the tickets on sale.

8.- PROMOTION OF THE SHOW:

The LICEU, for its part, undertakes to carry out the promotion necessary for the smooth running of the show.

9. INSURANCES

The LICEU hereby declares that it has subscribed to all the insurances necessary to cover all risks related to the PERFORMANCES carried out in the THEATRE.

The PRODUCER undertakes to require from the COMPANY that insures its personnel and all the objects belonging to the personnel and to the COMPANY, including during periods of travel and transport.

Nevertheless, the LICEU will have full responsibility for the safe storage of the material belonging to the COMPANY starting from its arrival at the venue and until departure, loading operations included. The COMPANY undertakes to provide a descriptive and valued list of the "material" to which this refers on addendum.

10.- ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS:

All the image rights to the PERFORMANCE, including but not limited to the copyright of the PERFORMANCE, are the property of the COMPANY.

Only recordings (audio and video) of a maximum duration of 10 minutes intended for information or promotion of the Show in the context of a newspaper or specialised programme are authorised, provided that the extracts broadcast do not exceed 3 minutes.

If the COMPANY, the LICEU or the PRODUCER wish any other recording or broadcast, a specific agreement must be concluded between them.

It is strictly forbidden to photograph or record rehearsals or the Show without the prior agreement of the SOCIETY.

11.- LABOUR AND TAX OBLIGATIONS:

Throughout the entire duration of the contract, the PRODUCER must be up to date with its obligations as a company in tax, labour, social security and health and safety matters and will be strictly and rigorously responsible exclusively and without any charge to the LICEU for the non-fulfilment of any of these obligations.

Likewise, it undertakes to ensure that the COMPANY and its members are up to date with the fulfilment of the tax, labour and social security obligations that, where applicable, correspond to them, of all the technical and/or artistic team that they provide, where applicable, for the show that is the object of the contract.

In accordance with Law 54/2003, of 12th December, on the reform of the regulatory framework for the prevention of labour risks and by Royal Decree 171/2004 of 30th January, which develops article 24 of Law 31/1995 of 8th November on the prevention of labour risks, the PRODUCER and the COMPANY are obliged to comply with the current regulations on the prevention of labour risks and, in this sense, is obliged to deliver to the FGTL the corresponding documentation.

12. - SPECIFICITY OF THE RELATIONSHIP BETWEEN LICEU AND THE STAFF OF THE PRODUCER:

Both parties expressly state that no labour or dependency relationship is created between the staff of the PRODUCER and the LICEU, the PRODUCER being responsible, in its condition of employer, for all the duties and obligations derived from its labour relationship with its workers.

Likewise, no employment or dependency relationship is created between the members of the COMPANY and the LICEU, the COMPANY being responsible for the duties and obligations of its members or, if applicable, the members of the COMPANY according to the organisational regime established with the COMPANY, with total indemnity of the LICEU.

The PRODUCER undertakes to present to the LICEU the A1 or E101 forms of all the members or the documentation accrediting that all the members of the COMPANY are registered with the social security during their stay in Barcelona and comply with the obligations corresponding to them with the Tax Agency.

13.- TERMINATION OF THE CONTRACT:

1.-Without prejudice to the provisions of the twenty-first clause of the administrative clauses relating to the termination of the contract, the following shall be causes for termination of the contract:

- a) The death or supervening incapacity of the awardee or the extinction of the legal personality of the other party, without prejudice to that established in Article 98 of the LCSP with regard to the succession of the contractor.
- b) Mutual agreement between the PRODUCER and the LICEU.
- c) The assignment of the contract, or the subcontracting or transfer of the services to a third party that contravenes the provisions of the Specific Conditions.
- b) Any serious breach of the obligations in relation to the LICEU that is not immediately remedied once the incident has been notified.
- c) Those specified in the applicable regulations.
- d) Incurring, on the part of the PRODUCER in any of the prohibitions for contracting foreseen in the LCSP.

The concurrence of any of the causes indicated in this clause will have immediate effects from its communication by one of the parties, without prejudice to the actions, claims or appeals that the other party believes it has.

2.- Likewise, the dissolution or extinction of LICEU shall be a cause for the termination of the Contract, whatever the causes of such events may be.

3.- In the event that the object of the contract cannot be carried out for reasons attributable to force majeure, it will be terminated without the parties being able to claim anything from each other in terms of damages or any other concept. In order to prove the existence of a cause of force majeure, the party alleging it must notify the other party within a period not exceeding five days, as well as the impossibility of carrying out the service that is the object of this contract as a consequence of that cause.

Cases of non-fulfilment due to illness, physical impossibility or other similar cases shall only be considered force majeure upon accreditation of the same by the PRODUCER or the COMPANYY.

In the event of the aforementioned circumstances, the PRODUCER shall return to the LICEU the amounts it has received as an advance payment.

14. - CONFIDENTIALITY AND PERSONAL DATA PROTECTION:

Both parties must comply with the principles of lawfulness of processing established in article 5 of the RGPD, and not to disclose or disseminate data relating to the processing of personal data owned or managed by the LICEU. The PRODUCER undertakes to comply with the LICEU's Information Security

requirements in the development of the products and/or services it provides to the LICEU.

Likewise, we inform the PRODUCER that their personal data will be processed under the responsibility of the LICEU to manage the present contractual relationship, and will be kept for as long as there is a mutual interest in doing so and will not be transferred to third parties, unless legally obliged to do so. You may exercise your rights of access, rectification, portability, deletion, limitation and opposition by sending a message to RGPD@liceubarcelona.cat and if you consider that the processing does not comply with current legislation, you may file a complaint with the Catalan data protection authority at apdcat.gencat.cat.

The PRODUCER is obliged to maintain secrecy and to respect the confidential nature of all information, data or background information which, not being public or notorious, is related to the object of the contract or comes to his knowledge on the occasion of the same, or which is expressly indicated by the Theatre, or which by its very nature must be treated as such. This duty of confidentiality shall be maintained for a minimum period of 5 years. Failure to comply with the provisions of this clause shall entitle the LICEU to compensation for the damage caused.

15. - APPLICABLE LEGISLATION AND JURISDICTION:

This contract is considered a private contract, in accordance with article 26.1.b of the LCSP.

The contentious-administrative jurisdictional order is competent for the resolution of litigious issues arising in relation to the preparation, award and modification of this contract. As for the effects and termination of the contract, it will be governed by Spanish civil and commercial legislation, with the express exclusion of labour legislation.

In the event of any divergence between the parties regarding the interpretation or execution of the contract, an amicable solution will be attempted. If this is not possible, both parties, renouncing their own jurisdiction, will submit to the jurisdiction of the Courts and Tribunals of Barcelona.

And in proof of conformity, the parties electronically sign the present contract.

**FUNDACIÓ DEL GRAN
TEATRE DEL LICEU**

DELTA DANSE S.L

**Sr. Valentí Oviedo Cornejo
General Manager**

Sr. Thierry DUCLOS