

**AGREEMENT BETWEEN FUNDACIÓN TEATRO DE LA ABADÍA
AND PRAGUE CITY THEATRES**

In Madrid, on the date of signature

BY AND BETWEEN

On the one hand, **MR JUAN JIMÉNEZ RODRÍGUEZ**, holding Spanish National ID 50734307-X and representing **FUNDACIÓN TEATRO DE LA ABADÍA CENTRO DE ESTUDIOS Y CREACIÓN ESCÉNICA DE LA COMUNIDAD DE MADRID**, with Co. Tax ID G-80.476.161 and registered office in Madrid, calle Fernández de los Ríos, nº 42 – CP 28015, hereinafter, the **COMPANY**.

On the other, **MR DANIEL PŘIBYL**, holding Czech National ID 210232366, acting as managing director and representative of **PRAGUE CITY THEATRES**, Intra-Community VAT no. CZ00064297 and registered office at V Jámě 1, Prague 1, 110 00, hereinafter, **PCT**.

WHEREAS

- I. COMPANY is the executive producer of the show called CRISTO ESTA EN TINDER [CHRIST IS ON TINDER], created and directed by Rodrigo García and co-produced with the Actoral Festival Marseille and Next Festival Valenciennes (hereinafter, the Show).
- II. THEATRE, as producer and organiser of its own programme, intends to:
 - Collaborate in the production of the Show by making a financial contribution.
 - Engage COMPANY's services for the latter to make two performances of the Show on April 23rd and 24th in 2024, established dates already agreed upon by the parties.
- III. Both parties meet the required conditions to enter into and execute this agreement, they agree to formalise it in accordance with the following:

PROVISIONS

ONE. SUBJECT MATTER

1.1 The subject matter of this agreement is to define the conditions that shall regulate PCT's collaboration in the production of the Show.

1.2 The subject matter shall also include defining the conditions in which COMPANY shall perform the Show while on tour, as part of the cultural programming of PCT. The Show shall be performed at *Komedie theatre*, located at Jungmannova 1, Prague 1 (hereinafter, the Theatre), on April 23rd and 24th in 2024, having April 22nd as the assigned day for the respective setting up, making a total of two performances and one-day set up.

TWO. PCT'S CONTRIBUTION TO THE PRODUCTION

2.1 PCT shall pay COMPANY a sum of € 13,000 (THIRTEEN-THOUSAND-EUROS) as collaboration in the production.

2.2 This amount shall be paid upon entry into the agreement, having issued an invoice, by bank transfer to COMPANY'S bank account number:

THREE. PERFORMANCE CONDITIONS IN RELATION TO THE SHOWING AT KOMEDIE THEATRE

3.1 SCHEDULE AND TIMETABLES

The parties shall agree on the dates and times of the performances. They shall also agree on the get-in and get-out dates and times, bearing in mind the following:

- The get-in process shall take place the day prior to the first performance, April 22nd, between 9:00 am and 9:00 pm, with a lunch break.
- Technical adjustments shall take place on the day of the first performance, April 23rd, between 9:00 am and 7:00 pm, with a lunch break.
- The get-out process shall take place on the day of the last performance, April 24th, when the show is finished.

3.2 FINANCIAL CONDITIONS

1. PCT shall pay for the Company services a performance fee set to € **17.700,-** (in words: seventeen-thousand-seven-hundred-euros). The performance fee includes one day with set up, rehearsals and two (2) performances. Total amount of the sums above will hereafter be referred to as “**the fee**”. The fee shall be inclusive of all taxes payable by the Company in the country of origin.

The fee has these parts:

- a) € **3.778,13** gross the fee for public performing artists. The organizer will pay 15% withholding tax, i.e. € **3.211,41** net (in words: three-thousand-two-hundred-eleven-euros-forty-one-cents-net). PCT undertakes to pay VAT on the gross amount in accordance with the rate applicable on the date of the taxable supply or the producer provides confirmation that he is exempt from VAT in his country of tax residence.
- b) € **13.921,87** gross (in words: thirteen-thousand-nine-hundred-twenty-one-euros-eighty-seven-cents-gross) the production fee. PCT undertakes to pay VAT on the gross amount in accordance with the rate applicable on the date of the taxable supply or the producer provides confirmation that he is exempt from VAT in his country of tax residence.

Payment of the fee shall be made upon receipt of the invoice following the final performance, during one week after the performance. The Company will send to the PCT the receipt with gross amount and the PCT will pay the Company netto amount. This amount shall be paid by bank transfer to COMPANY’S bank account number:

As a condition of applying the tax rates above, the Company shall present a valid certificate of his tax residence issued by the competent authority in Spain, where the Company is a tax resident. If this document is not submitted, the remuneration will be taxed at a withholding tax of 35%.

2. COMPANY shall bear the cost of transporting the sets, paying fees and wages to the actors, technical crew and administrative staff directly involved in staging the show, their transportation and travel allowances, and the corresponding Social Security payments, excluding any expenses to be explicitly borne by PCT.

3.3 OTHER EXPENSES

The income earned from ticket sales shall pertain entirely to PCT, and COMPANY shall not be entitled to demand any percentage of these sales.

PCT shall bear the following expenses:

- a. Return airfare for the nine (9) people on the crew. The PCT manages the purchase of all the travel tickets in coordination with the COMPANY.
- b. One (1) journey to and one (1) journey from Václav Havel Airport Prague and the hotel where the nine (9) members of the Company will stay.
- c. Accommodation for the nine (9) crew members during their stay in Prague , at a hotel to be agreed upon by the parties. (Never less than a 3 stars category Hotel and always in single rooms or DSU rooms).

ROOMING-LIST					
E. TÉCNICO		Función	Email	CHECK-IN	CHECK-OUT
Roberto Cafaginni	Lights / Technical Director			21/04/2024	25/04/2024
Roberto Baldinelli	Plateau technician			21/04/2024	25/04/2024
Guillermo Heredia	Sound and AV Technician			21/04/2024	25/04/2024
José Luis Sendarrubias	Production Assistant			21/04/2024	25/04/2024
E. ARTÍSTICO					
Rodrigo García	Artistic Director			21/04/2024	25/04/2024
Carlos Moreno Pérez	Performer			22/04/2024	25/04/2024
Selam Ortega Gómez	Performer			22/04/2024	25/04/2024
Elisa Forcano	Performer			22/04/2024	25/04/2024
Javier Pedreira	Musician			22/04/2024	25/04/2024

- d. Translation and surtitles system of the play's dialogue.

3.4 COMPANY'S OBLIGATIONS

- a. To provide the director, actors, technical crew and administrative staff for production of the Show. The Creative Team list is attached in Appendix 1.
- b. To provide the set infrastructure: set design, costumes and other physical props needed for the Show.
- c. To furnish the relevant technical information about the Show to PCT. The summary of Technical Details of the Show is attached in Appendix 2. This summary may be subject to modifications agreed upon by the parties.
- d. To provide PCT the implementation of the Show based on theatre floorplans.
- e. To hold the authorisations or copyright(s) required to perform the Show and to authorise PCT to collect the corresponding royalties.

3.5 PCT'S OBLIGATIONS

- a. To provide the duly equipped Theatre with the technical equipment required, as agreed in the Technical Details (Appendix 2).
- b. To place at COMPANY'S disposal the Theatre's technical and set crews as agreed in the Technical Details (Appendix 2) during get-in, technical adjustments, performance and get-out of the Show.

- c. To furnish COMPANY with six (6) invitations per performance, free of charge.
- d. To pay the royalties (10% including music fragments) through the royalties management entity in accordance with prevailing regulations in the Czech Republic in this regard.

FOUR. COMMUNICATION

4.1 PCT shall be responsible for the Show's advertising and outreach campaign in any media deemed appropriate and with sufficient advance notice to give the Show visibility.

4.2 COMPANY shall provide PCT with the material needed for promotion of the Show free of royalties, for PCT to use in any media and formats considered appropriate.

4.3 COMPANY undertakes to include "Prague City Theatres" as a partner in the advertising material published in relation to the Show.

4.4 Broadcasting by an audiovisual means is expressly excluded from this agreement and must in all cases be agreed upon with the parties' consent. However, COMPANY grants its permission to broadcast up to 3 minutes of images/audio of the Show for promotional or informative purposes.

4.5 Contact

The representatives of each of the parties in relation to the terms of this provision shall be:

- PCT: Press and communication manager: Zuzana Maléřová
- COMPANY: Press and communication manager: Antonio Rincón

FIVE. DATA PROCESSING

5.1 The personal data furnished by the parties shall be processed in accordance with the provisions of Regulation (EU) 2016/679, of the European Parliament and of the Council of 27 April 2016 (GDPR), and the implementing regulations in each of the two countries, held strictly confidential and reserved.

5.2 The data furnished shall be stored throughout the period in which the relationship remains valid and also after such time, indefinitely for filing purposes and for as long as there is a mutual interest or until any possible liability arising from said relationship lapses.

5.3 The data may be transferred to banking institutions to handle payments of the expenses arising from the performance. Except for the purpose mentioned above and any cases where required by law, the data shall not be transferred to third parties without prior consent, and it shall not be transferred to other countries.

5.4 Both parties may exercise their rights of access, portability, rectification, erasure, restriction and objection stipulated by law by sending a letter to the respective addresses shown in the header herein above, indicating "Ref. Data Protection".

SIX. SUSPENSION

6.1 Both parties are compelled to fulfil their commitments except in cases of force majeure. Force majeure is defined as any unforeseeable and exceptional events, situations or occurrences beyond the parties' control, including (but not limited to): earthquakes, wars, pests, epidemics or health crises, explosions, fire or orders by public authorities that prevent the performance of the shows and are not due to the parties' error or negligence.

6.2 In the event that the parties suspend the services established herein as a result of justified force majeure, they shall not be required to pay any amounts for services not provided. Each party shall bear the expenses incurred up to the occurrence of the force majeure event.

6.3 In cases other than force majeure events, if one of the parties, for reasons not attributable to the other party, cancels the performance less than 30 days prior to the scheduled performance date, the former shall pay a sum equal to 100% of the amount agreed in Provision 3.2 herein as compensation freely agreed by the parties. This compensation shall be equal to 50% of the amount agreed in the event of cancellation more than 30 days in advance.

SEVEN. JURISDICTION AND APPLICABLE LAW

In the event of a dispute in relation to the interpretation or application of this agreement, the parties expressly submit to the jurisdiction and competence of the Courts of the City of Madrid, waiving their right to any other.

In witness whereof, the parties hereby sign this agreement in duplicate for a single purpose.

PCT
Daniel Příbyl

COMPANY
Juan Jiménez Rodríguez

APPENDIX NO. 1 TO THE COPRODUCTION AND PERFORMANCE AGREEMENT

CREATIVE TEAM FOR THE SHOW

“CRISTO ESTÁ EN TINDER”

CAST

Elisa Forcano

Selam Ortega

Javier Pedreira

Carlos Pulpón

CREATIVE TEAM

Set space, text and artistic direction: *Rodrigo García*

Lighting: *Carlos Marquerie*

Audiovisual production: *Daniel Iturbe*

Audiovisual editing and assembly: *Arturo Iturbe*

A production by *Teatro de La Abadía*, co-produced with the *Actoral Festival (Marseille)* and *Next Festival (Valenciennes)*.

In collaboration with *Temporada Alta (Girona)*, *Bonlieu Centre Scène Nationale Annecy* and *Prague City Theatres*.