

CONTRACT of CO-PRODUCTION – *DIE MEISTERSINGER VON NÜRNBERG*

Madrid, 8th November 2024

BY AND BETWEEN

FUNDACIÓN DEL TEATRO REAL (hereinafter referred to as “FTR”), a non-profit foundation formed under the laws of Spain (Registration number 270 of Foundation Register of the Spanish Ministry of Culture), with European Tax Number (VIES): ES_G81352247, and whose registered office and principal place of business is at Teatro Real, Plaza de Isabel II, s/n, 28013 Madrid, Spain, represented by General Director, Mr. Ignacio Garcia-Belenguier Laita, as delegated by the Board of Trustees in article 11 of the Statutes of FTR;

ROYAL DANISH OPERA (hereinafter referred to as “RDO”), a state institution formed under the laws of Denmark with registration number and European tax registration number DK 10842255 and whose registered office is at Royal Danish Theatre, Augst Bournonvilles Passage 2-8, DK-1017 Kobenhavn K, Denmark, represented by Ms. Carina Johansson, in her capacity of Administrative Manager;

and

NÁRODNÍ DIVADLO BRNO (NATIONAL THEATRE BRNO), (hereinafter referred to as “NdB”) a non-profit institution founded by the municipality of the City of Brno, established under Czech law by the Municipality of Brno on the basis of the Charter of Incorporation, with registration number 00094820, whose European tax registration number is CZ00094820 and whose registered office and principal place of business is at Dvořákova 589/11, 602 00 Brno, Czech Republic, represented by MgA Martin Glaser, Director

Each a “Party” or a “Co-Producer” and together the “Parties” or “Co-Producers”.

All Parties have the competence and legal capacity to formalise this agreement.

STATE

- I. The ROYAL DANISH OPERA, the NATIONAL THEATRE BRNO and FUNDACIÓN DEL TEATRO REAL have decided to collaborate for the purpose of staging and entering into co-ownership of the opera ***DIE MEISTERSINGER VON NÜRNBERG*** by Richard Wagner, on the terms and conditions of this agreement.
- II. FTR shall be the LEAD CO-PRODUCER.

By virtue of the foregoing, the Parties sign this contract, which shall be governed by the following

CLAUSES

ONE: OBJECTIVE AND CREATIVE TEAM

- 1.1 The present contract refers to the creation of a new production of ***DIE MEISTERSINGER VON NÜRNBERG*** with music and libretto by Richard Wagner, hereinafter designated the “WORK” or “the OPERA”.
- 1.2 The Co-Production in this agreement refers to:
 - The commission of the creation of a new production of *DIE MEISTERSINGER VON NÜRNBERG* to be presented and exploited by the Co-Producers and
 - The development, construction and use of the set, costumes and properties (wigs, footwear, audio-visual equipment and repertoire material shall be specifically excluded) designed by the Creative Team and created by FTR to stage the Work, hereinafter designated as the “PRODUCTION”.
 - The cost of transportation of all elements from the workshops in which it is constructed to the Lead Co-Producer venues for the first setting up.

- Travel expenses during the design phase of the Production for the set, props and costume designers, lighting designer and any other member of the Creative Team.

1.3 The costumes of this Co-Production are excluded from the Physical Elements of the Co-Production since they are rented to the supplier Sastreria Cornejo. The conditions of its use are detailed in the Addendum to this contract, of which it forms an inseparable and binding part, between all the Co-producers and Sastreria Cornejo. However each Co-Producer will sign a separate contract with Sastreria Cornejo to establish the other details of their services.

1.4 The stage direction, set design, costume design, lighting design and movement direction has been conceived by:

- o Stage Director: Laurent Pelly
- o Set Designer : Caroline Ginet
- o Costume Designer: Laurent Pelly
- o Co-Costume Designer : Jean-Jacques Delmotte
- o Lighting Designer: Urs Schönebaum

Hereinafter the “CREATIVE TEAM”.

1.5 FTR, as the Lead Co-Producer, has contracted the Creative Team for the purposes of developing the concept and designing the Production until its premiere by FTR (including without limitation the rights for performances and any future revivals in accordance with clause 6.2 and 8.2). Each Co-Producer will be solely responsible for engaging and paying the Creative Team and its assistants for their rights and attendance at the rehearsals in its venue.

TWO: PERFORMANCES' CALENDAR

2.1 The Co-Production will be presented according to the following calendar:

- 9 performances by FTR between the 24TH April 2024 and the 25th May 2024 with a rehearsal period beginning on 4th March 2024.
- 8 performances by RDO between the 16TH March 2025 and 17th April 2025, with a rehearsal period beginning on 20th January 2025.
- 6 performances by NdB: between 11th June 2027 and 10th October 2027, with a rehearsal period beginning on 19th April 2027.

2.2 If a Co-Producer wishes to present a revival of the Production, it will advise the other Co-Producers in writing with 12 months' notice. No revivals of the Production shall take place without the permission of FTR who, as Lead Co-Producer, shall ensure that any requested presentations do not clash with those already scheduled.

2.3 No rentals will be made prior to conclude the first round of performances in all Co-Producers' theatres, without the express consent of all Co-producers.

2.4 If a Co-Producer decides not to present the production or to present less or more performances with regard to above clause 2.1, it has no effect whatsoever on its duties against the other Parties, in particular with regard to the financing of the Co-Production.

THREE: CONSTRUCTION OF THE PRODUCTION (Set, Costumes, Props)

3.1 The sets and properties (the “PHYSICAL ELEMENTS”) of the Production will be developed and built under the control and supervision of the FTR, under the artistic control of the Creative Team (the stage director and the set and costume designers) in compliance with their designs presented.

3.2 Each Co-Producer shall notify the Lead Co-Producer in writing of:

- The measurements of the stage and their theatre;
- The technical specifications of their theatre that must be taken into account in creating the Production;
- Any and all Health and Safety regulations that must be met

3.3 The Lead Co-Producer undertakes to ensure that the members of the Creative Team design the Production in such a way that it may be adapted to the Co-Producer's stages without modifications. If changes in the Production Elements are unavoidable due to different stage requirements, the Co-Producers shall endeavour to avoid additional costs for the Co-Producer/s. In case of Co-Producers incorporating into the Co-Production after the final presentation of the scenic project, any further adaptations required will not be included in the Co-Production budget and will be carried out at the expense of the Co-Producer requiring them.

3.4 It is agreed that the Physical Elements do not include the inventory material of each Co-Producer's own functioning theatre (notably wigs, footwear, armoury, lighting equipment, and machinery) and all the rented material.

3.5 Where specific items are used by the Lead Co-Producer and not available to the other Co-Producers, these are to be specified to the Co-Producers below or agreed to in writing between all Co-Producers after the contract is signed. For the avoidance of doubt, a) the two trucks of wagons to move and raise the "village set" and "Saschs Box" onto the stage, and b) the kabuki system for removing the printed curtain, will be technical equipment of each Co-producer, are not part of the Physical Elements of the Co-production.

3.6 Shoes and wigs are not included in the Co-Production. The Co-Producer will arrange for them to be supplied and/or hired independently from the supplier of its choice for the performances on its premises.

3.7 The Lead Co-Producer commits to providing to the Co-Producers a list of all Physical Elements (set and props) and the rented costumed of the Production no later than their date of delivery and which will be considered an annex to the present contract.

3.8 The Lead Co-Producer, will provide the Co-Producers with the necessary information and documentation for the respective revivals at their venues. These PRODUCTION DOCUMENTS shall be comprised of the following:

- a) Production book
- b) Ground plan, sections and elevations of the sets
- c) All notes on set up and installation of the sets
- d) Stage Managers prompt score
- e) Stage Management running lists
- f) Properties list and running paperwork
- g) Light cue list and lighting program disk
- h) Light plot and focus notes
- i) Lighting inventory
- j) Costume bible
- k) Costume inventory
- l) Wigs and makeup bible
- m) Sound effects and running paperwork
- n) Projections files, and paperwork
- o) Video recording of the dress rehearsal or of the premiere

3.9 With regards to the musical information, the Lead Co-Producer, undertakes to submit a document to the Co-Producers specifying the version and musical edition used in the premiere of the Production, a document indicating cuts and/or musical arrangements in case there are, as well as all musical information needed for the Production such as orchestra distribution, backstage musicians, onstage musicians, etc.

3.10 No Co-Producer shall be able to make any substantial or material changes to the Physical Elements without the prior written consent of each other Co-Producers and the permission of the relevant member of the Creative Team.

3.11 The Lead Co-Producer undertakes to provide to the Co-Producers any video files required for video projections necessary for staging the Production, if there were any. All video equipment will be the responsibility of each Co-Producers with regard to performances in its theatre.

3.12 Lighting materials and lighting equipment are not part of the Physical Elements. Each Co-Producer will at its sole cost be responsible for providing their own lighting materials and lighting equipment for its own performances.

3.13 The Lead Co-Producer must notify the Co-Producers as soon as possible of any special effects or special requirements necessary for staging the Production (including without limitation lasers, flying of performers, flame, water effects and/or use of animals).

3.14 It is agreed that all consumables (including make-up) will be the responsibility of each Co-Producer.

3.15 The Lead Co-Producer further undertakes and warrants to each Co-Producer that:

- a) the Physical Elements are designed and manufactured in such a way as to be fit for the purpose for which they are intended and shall be safe to operate as part of a full-scale lyric opera production;
- b) FTR will provide assembly instructions detailing the steps and equipment necessary for a safe construction of the sets for the Production at each Co-Producer's venue;
- c) a structural analysis of the set will be conducted by the FTR which shall include the calculation of each element's maximum load bearing capacity and details of this calculation will be provided to each Co-Producer as soon as reasonably practicable.
- d) each element of the sets for the Production should be numbered and have its weight in kilograms clearly identifiable on the body of the element.

3.16 If there are any permanent major changes to the production - set, costumes, props, lighting, video, etc. - it is the responsibility of the Co-Producer that makes the change, to update the archival photos, technical dossier to assure the production for future revivals.

FOUR: CO-PRODUCTION BUDGET

4.1 The PRODUCTION budget and Production Cost, that shall be defrayed under the responsibility of the FTR, as Lead Co-Producer, is **441.000 €** (four hundred and forty-one thousand euros), excluding VAT.

4.2 The contribution of each CO-PRODUCER is as follows:

- o FTR: 267.000€ (two hundred and sixty-seven thousand euros)
- o RDO: 112.000€ (one hundred and twelve thousand euros)
- o NDB: 62.000€ (sixty-two thousand euros)

4.3 The Lead Co-Producer reserves the right to pursue further Co-Producers, the projected contribution of whom would first assume any, agreed between the Co-Producers, overspend of the Production, secondly lower the financial contribution and percentage of ownership until the contribution of all Co-Producers is equal, and the remaining amount would lower the financial contribution and percentage of ownership of the original Co-Producers, according to their participation.

4.4 FTR, as Lead Co-Producer, shall not incur costs in connection with the Production above the Production Budget unless otherwise agreed in writing between all Co-Producers. FTR agrees to notify each other Co-Producer in writing as soon as reasonably practical after it becomes aware of the necessity and/or likelihood of a Co-Production overspend. The Co-Producers must respond to any overspend notification within fifteen (15) days of notification.

4.5 The Lead Co-Producer will prepare a final detailed financial statement for the Co-Production with its real costs. Should the final aggregate total of all cost be lower than the Production budget as per article 4.1, the co-ownership percentages will be adjusted according to the real final contribution.

FIVE: PAYMENT SCHEDULE

5.1 FTR will fulfil all payment obligations regarding the costs of the Production and each Co-Producer agrees to reimburse to the Lead Co-Producer its contribution specified in clause 4.2 upon receipt of valid invoices and according to the following payment schedule:

- 50% upon signature of the present contract
- 50% a minimum 30 days before the delivery of any material,

5.2 All payments will be made by bank transfer, free of any taxes, commissions or deductions, to the bank account designated on the invoice and documented with a bank certificate of ownership of the account, or failing that, to the following account in the name of FUNDACION DEL TEATRO REAL:

CAIXABANK - IBAN: ES49 2100 6098 9413 0002 6308 - BIC: CAIXESBBXXX

5.3 Sponsorship. The Co-Producers may seek the support of a sponsor for its own performances and will receive the whole of this sponsor's contribution. The sponsor will only appear on the publicity materials of that Co-Producer. No credit will be given by any of the other Co-Producers. This Co-Production agreement will not influence the agreement between the Co-Producer and its sponsor.

5.4 The Lead Co-Producer will not send the Physical Elements to any Co-Producer with outstanding debts to the Lead Co-Producer as a result of this or any other contract.

SIX: CREATIVE TEAM RIGHTS FEES

6.1 The rights and service fees, accommodation, per diem and travel expenses of the Creative Team and their collaborators for the performances at each Co-Producer's venues are not part of the Co-Production Budget.

6.2 Each Co-Producer will be responsible for making directly and separately their contracts, conclude directly the contracts with the Creative Team and to pay all costs for the performances in its own theatre.

SEVEN: TRANSPORTATION, SET-UP AND STRIKING OF THE PRODUCTION AND TECHNICAL ASSISTANCE

TRANSPORTATION OF THE PRODUCTION

7.1 The transport of the Production will be made in eight (8) containers, exclusive property of T.REAL, which will be made available to the Co-producers during the first round of exhibitions of clause 2.1, without any financial compensation for its provision. Both RDO and NdB will be jointly liable to the FTR to return all their containers in the same condition in which they were collected from Madrid by RDO.

Furthermore, one (1) additional truck will be necessary to transport the rest of the Physical Elements. The cost of packaging, handling and loading of this truck will be assumed with the Exhibiting Co-producer, and T.REAL will invoice it too.

7.2 Each relevant Co-Producer (the "Receiving Co-Producer") shall at its own cost arrange for transportation of the Physical Elements from the previous Co-Producer (the "Preceding Co-producer") (including without limitation payment of all costs incurred in respect of documentation, taxes, export or import duties and insurance). Unless otherwise agreed in writing between the parties, it is the responsibility of the Preceding Co-Producer to ensure that the Co-Production Elements are packed and available for collection by the Receiving Co-Producer in good time and in accordance with the collection dates agreed between the respective technical managers and/or directors of the relevant Co-producers.

7.3 The transport of the costumes will be regulated in the contract between S.Cornejo and each Co-producer.

7.4 The 8 containers and contents of the additional truck will be stored in the receiving Co-producer (RDO) until they are collected by the next exhibiting Co-producer (NdB). The sending Co-Producer assumes the responsibility of sending all Physical Elements in perfect working condition, as well as preparing the transportation and all documentation pertaining to the transportation of these elements. Both the sending and receiving Co-Producers exempt T.REAL of any claims for that movements.

7.5 Once the performances in NdB have been completed according to clause 2.1, and after a storage period in NdB equivalent to that elapsed in RDO, T.REAL will collect the containers and send an additional truck to collect all the Physical Elements of the Production, assuming these transport costs. From then on, T.REAL will store the production in its facilities and will annually invoice the cost of this storage to the co-producers in the percentage of their co-ownership.

7.6 The organization and commissioning of the transportation shall be decided upon by agreement between the Storing Co-Producer's Technical Director and the Presenting Co-Producer. The technical departments of each Co-Producer will coordinate in good faith with regard to precise dates for loading and unloading the Production at its venue. The sending Co-Producer shall supply to the subsequent Co-Producer all necessary information for exportation within a reasonable time delay ahead of the expedition. The sending Co-Producer assumes the responsibility of sending all Physical Elements in perfect working condition, as well as preparing the transportation and all documentation pertaining to the transportation of these elements. Both the sending and receiving Co-Producers assume the costs of the Physical Elements in the periods between them (storage, insurance, etc.), and both Co-Producers exempt T.REAL of any claims for that period and its consequences.

7.7 Following the agreement on the date(s) for collection of the Physical Elements by the respective Co-producers in accordance with clause 2.1, any actual costs incurred by a Co-Producer (including staff costs and reasonable expenses) in collection and/or dispatching the Co-Production Elements which may arise due to delays on the part of the other Co-Producer or their transport agent(s) shall, upon request, be promptly reimbursed to the Co-Producer suffering such costs by the Co-producer responsible for the delay (either on behalf of themselves or their transport agent(s)).

7.8 Each receiving Co-Producer shall be responsible for checking any damage or loss to the Physical Elements at the time of arrival of the Physical Elements to a Co-Producer's theatre or storage facility and both the transport company and other Co-Producers must be notified immediately in the event of any loss or damage.

7.9 The costs corresponding to the unloading and loading of the Production will be assumed by the Co-Producer in its own theatre or warehouse. Unless the loading requirements of the receiving Co-Producer impose more costs on the Party doing the loading, in which case the costs of that excess will be paid by the Co-producer causing it. In revivals after the first round of performances, all costs for the loading, unloading and packing of the Physical Elements in FTR for storage shall be defrayed by the Co-producer presenting the Production.

STORAGE

7.10 Each Co-Producer shall store and insure the Physical Elements at its own cost from (i) (in the case of the Lead Co-Producer) manufacture of the Co-Production Elements or (ii) (in all other cases) collection of the Physical Elements by the next relevant Co-Producer.

7.11 Each relevant Co-Producer (the "Receiving Co-Producer") shall at its own cost arrange for transportation of the Co-Production Elements from the previous Co-Producer (the "Preceding Co-producer") (including without limitation payment of all costs incurred in respect of documentation, taxes, export or import duties). Unless otherwise agreed in writing between the parties, it is the responsibility of the Preceding Co-Producer to ensure that the Co-Production Elements are packed and available for collection by the Receiving Co-Producer in good time and in accordance with the collection dates agreed between the respective technical managers and/or directors of the relevant Co-producers.

7.12 The technical directors of the Co-producers involved will decide by common agreement the carrier and customs agent they use to transport the Physical Elements of the Co-production.

7.13 Each Co-Producer undertakes to each other Co-Producer that it will:

7.9.1 Use all due care in the transport, storage and use of the Physical Elements;

7.9.2 Insure at its own cost the Physical Elements for the relevant period specified in clause 2.1 against loss or damage up to a maximum amount of **441.000€** (four hundred and forty-one thousand euros); and the containers owned by FTR made available to the Co-Production, for a replacement value of 2.950€ (two thousand nine hundred and fifty euros) for each of the eight (8) containers, in total the insurance for the containers must insure a value of **23.600€** (twenty-six thousand six hundred euros), as well as,

7.9.3 Procure that the interest of each other Co-Producer is noted on the policy of insurance in respect of the Physical Elements of the Co-Production.

7.14 After the first round of performances of clause 2.1, the Lead Co-Producer will at its sole cost collect, store and insure the Physical Elements for one year, subject that all packing and loading costs of the Co-Producer making the Physical Elements available for collection by the Lead Co-producer shall be borne by the Preceding Co-Producer. After that year, Co-producers will share the cost of storage according to their shares of ownership, as described in clause 11.1, and discuss further life of the Co-Production.

7.15 Each Co-Producer guarantees that the Physical Elements shall be stored, at each Co-Producer's own expense, in optimum conditions in its own storage facilities when in possession, custody and/or control of the Physical Elements.

SET-UP AND STRIKING AND TECHNICAL ASSISTANCE

7.16 The Production set-up cost at the Co-Producers' venues are not included in the Production Budget and shall be defrayed by each Co-Producer separately for the presentations in their respective theatres.

7.17 All operations of set-up, adaptations, striking and loading of the Production by each Co-Producer in their own venue will be under the control and responsibility of that Co-Producer.

7.18 In the event that it be requested by a Co-Producer, the Lead Co-Producer will make fully qualified personnel from its technical department available to assist such Co-Producer with load-in and load-out, set-up and striking of the Production and/or costume fittings, if available.

7.19 The Requesting Co-Producer shall pay the expenses generated by each qualified personnel from FTR's technical department made available to its venues. This wage is currently (2024) calculated on a basis of 400€ (four hundred euros) net per employee, per maximum 9 hours working day, including those incurred on travel days. The fee for the revision of the scenery will be apply at the workers in-house daily rate. After 9 hours, overtime will be charged at the current rate according to the Lead Co-Producer's working conditions, and will be billed to the Requesting Co-Producer.

7.20 The Requesting Co-Producer shall pay the cost of travel (luggage included) and accommodation (four star or more hotel, breakfast included), for the employees of FTR who help install the production in its theatre. The Requesting Co-Producer shall book and pay for the trip and hotel accommodation, however the Requesting Co-Producer shall pay the cost of services directly to FTR and not to the employees, upon reception of an invoice..

7.21 For the entire duration of the technical assistance, the personnel involved will remain under the sole authority of FTR, its employer. FTR will continue to manage the seconding personnel which may only take orders from its employer. The other Co-Producer where is giving services has no power of subordination or discipline with regard to FTR's personnel. If any difficulty should arise with any member of FTR's personnel regarding respect for the discipline or rules applicable in the presenting Co-Producer, only FTR as employer is entitled to use its power of management and/or any disciplinary action.

FTR's personnel are not entitled to any separate or additional remuneration from the exhibiting Co-Producer. If the parties agree to the payment of a supplement, this shall be paid by FTR which will then be invoiced by FTR to the presenting Co-Producer and paid by it to FTR.

EIGHT: USE OF THE PRODUCTION

8.1 Each Co-Producer has the right to organise its own presentation(s) of the Production in its own respective theatre under its own technical responsibility, assuming all expenses therein.

8.2 Rehearsals of the revivals at the Co-Producers' theatres or at rental theaters will be made with all due considerations in consultation with the Creative Team for what constitutes a reasonable period for rehearsals.

8.3 All adaptations or modifications, at all times in accordance with the terms of this agreement to the Physical Elements by a Co-Producer, should be of a provisional nature and returned to their initial state at that Co-Producers sole expense so that all Physical Elements are available to each other Co-Producer in their initial state. Any modification to the Physical Elements should be approved in writing by the Co-Producers and each Co-Producer should provide a technical dossier indicating any modifications to the set, props or costumes.

8.4 No modification to the Physical Elements will be effected that could permanently alter the materials being used, specifically with regard to irreversible modifications to the Physical Elements.

8.5 Provided that all relevant permissions have been obtained from the Creative Team, the Co-Producers agree that each Co-Producer shall have the right to manufacture additional costumes and/or properties and/or set adaptations necessary for such Co-Producer's own staging of the Production (the "ADDITIONAL PRODUCTION ELEMENTS"). The Co-Producers agree that any Additional Production Elements of and props created for the Production shall be put at the disposal of the other Co-Producers and shall travel with and be stored with the Physical Elements for the life of the Production. However, it is agreed that ownership of any Additional Production Elements shall remain at all times with the Co-Producer responsible for their creation who shall be able to recover such Additional Production Elements at the end of the life of the Production or upon termination of their interest in the Production. If a Co-Producer other than the Co-Producer responsible for their creation uses these Additional Production Elements for his own presentations of the Production, this using Co-Producer undertakes to restore these elements to their original state before it is sent to the next Co-Producer or to FTR premises for the purpose of storage of the Production.

8.6 Each Co-Producer shall be responsible for making good any damage to the Physical Elements at their own expense, during the period the Co-Production is in its possession. Any damage or loss caused to the Physical Elements by a Co-Producer that cannot be claimed from the transport company or under a relevant policy of insurance, must be paid by the Co-Producer responsible for the damage or loss and any costs incurred by any of the Co-Producers in repairing damage not made good by the Co-Producer immediately previously presenting the Co-Production shall be chargeable to that previous Co-Producer. Such cost must be advised to and agreed with the other Co-Producer.

NINE: PRESENTATION OF THE PRODUCTION

9.1 Each Co-Producer commits to the legal and financial organisation and presentation of the Production in its own theatre or another theatre under its auspices. To this end, each Co-Producer shall independently be responsible for the contracting and payment of the members of the Creative Team specified in Clause 1, and the conductor, any possible assistants, orchestra, chorus, soloists, extras, and any further artistic and/or technical personnel necessary for staging the Production.

9.2 Each Co-Producer shall be responsible (without making any demands to the other Co-Producers) for obtaining all authorisations, permits and licenses required for its own presentations of the Production, principally from, but not limited to, the authors of the score and libretto, as well as from members of the Creative Team and will assume any expense (copyright, taxes, and other impositions of whatever nature) in addition to the rental from S.Cornejo of the Production's costumes, that may result from the presentation of the Production in each Co-Producer's theatre or venue.

9.3 Each Co-Producer shall be fully responsible for all controls and tests necessary in order to guarantee the safety of the Production on its stage (as well as on any other stage in which the Production may be presented

by that Co-Producer under its auspices.) Also, each Co-Producer commits to respect any and all rules regarding safety issues for personnel during the set-up, rehearsals, performances, striking, modifications, storage and maintenance of the Production.

9.4 Each Co-Producer agrees to hold the other free of any claims of any nature that might be taken by a person or legal entity that is either directly related to the presentation of the Production in its theatre.

9.5 Each Co-Producer will retain all income generated from all presentations of the Production by such Co-Producer. Under no circumstances will any other Co-Producer be responsible for any possible losses incurred by another Co-Producer during such Co-Producers performances or exploitation of the Production.

TEN: INSURANCE

10.1 Each Co-Producer is responsible for obtaining at its own cost a complete set of insurance policies to cover risk of theft, loss, damage, total or partial destruction, and all transportation of the Physical Elements for a minimum amount of **four hundred and forty-one thousand euros (441.000€)** at all times whilst in that Co-Producer's possession, custody and control, from the moment it is loaded out at the prior Co-Producer's premises and at all times whilst in that Co-Producer's possession, custody and control.

10.2 Likewise, each Co-Producer must subscribe to a policy for the containers owned by FTR made available to the Co-production, for the time they are in its possession, for a replacement value of 2,950€ (two thousand nine hundred and fifty euros) for each of the eight (8) containers. In total, the insurance for the containers must insure a value of **23,600€ (twenty-six thousand six hundred euros)**.

10.3 To the extent there is damage or loss and the responsible Co-Producer's insurance does not cover all of it, that Co-Producer is responsible for the entire difference for full replacement value. In the event of the Production being totally destroyed, the proceeds of the insurance claim shall be shared among the Co-Producers in accordance with the ratio of their respective ownership of the Production. In the event of severe damage and/or partial destruction, the proceeds of the claim shall be used to restore the Production to its original condition unless, by mutual agreement, the Co-Producers elect not to do so in which event the proceeds shall be shared in the aforementioned ratio and the Co-Producers shall mutually agree on the disposition of what remains of the Production.

10.4 In the event of future presentations by any of the Co-Producers, the insurance for the Production transfer to that Co-Producer shall be borne solely and in full by the presenting Co-Producer.

ELEVEN: OWNERSHIP. REVIVALS. RENTALS. SALE. DESTRUCTION

11.1 The Physical Elements are the property of each Co-Producer in the corresponding amount of its original participation:

- FTR: 60,54% (sixty point fifty-four percent)
- RDO: 25,40% (twenty five point forty percent)
- NDB: 14,06 % (fourteen point six percent)

11.2 The Co-Production shall last until the Co-Producers unanimously decide upon its destruction or sale (understood as the termination of this contract). By 24th April 2029 the Co-Producers will reconsider the future viability of the Co-production.

11.3 After the completion of the first run of performances at the Co-Producers venue, and once the Co-Production has returned to its storage venue in Lead Co-producer, the Co-producers may by unanimous agreement in writing arrange for the destruction of the Physical Elements. The Co-Producer that intends to destroy the Production will advise the other Co-Producers, and approval should be received within 30 days of notification. Expenses related to the destruction will be divided according to the original ownership of the Production, as described in clause 11.1.

11.4 Should one or more of the Co-Producers wish to acquire the full ownership of the Physical Elements instead of authorising their destruction, those Co-Producers shall at their own expense be responsible for any future storage in addition to paying for any transportation and handling costs and will commit to taking possession of the Physical Elements within three (3) months. The Co-Producer(s) wishing to destroy the Physical Elements shall assign their shares of ownership of the Physical Elements and their rights in the Production to the dissenting Co-Producer(s) in proportion to their existing shares. The dissenting Co-Producer(s) will become the sole owner(s) and bear the cost of the complete disposal of the equipment.

11.5 Before the destruction of the Co-Production, each Co-Producer has the right to keep the Physical Elements of its choice, becoming the sole owner, without any remuneration to the other Parties. All Parties agree that the Co-Producers will have priority in selection the physical items to retain for itself, in order of their highest ownership percentage.

REVIVALS

11.6 Each Co-Producer shall have the right to stage the Production without any additional payment to the other Co-Producers as many times as it wishes within the Co-Production life and engages to tell Lead Co-Producer within 12 (twelve) months of the scheduled revivals, taking on the organization and cost of loading, transport, insurance, customs and all Production repairs that may arise through normal wear and tear in the use of the Production.

RENTAL CONDITIONS

11.7 The rental of the Physical Elements can only be by mutual agreement in writing between the Co-Producers. The Co-Producers agree that the Lead Co-Producer, at the time of a proposed hire to a third party, will be responsible for such commercial activities and shall:

- a) negotiate the proposed financial terms of such hire;
- b) obtain the written consent of the Co-Producers in relation to their approval of the hire and the availability of the Physical Elements during the dates of the proposed hire; and
- c) enter into an agreement with the proposed hirer on behalf of the other Co-Producers in form and substance satisfactory to all Co-Producers.

11.8 The Co-Producers agree that the first ten percent (10%) of any revenue arising from the hire of the Physical Elements and/or license of rights in the Co-Production shall be used to cover the management cost for preparation of the rental contract and of the get-out of Lead Co-Producer's dispatch of the Physical Elements. Any revenue arising from the hire in excess of that shall be shared between the Co-Producers in proportion to their shares of ownership.

11.9 The loading, managing, transportation and insurance costs in relation to any hire to a third party will be borne by that third party.

11.10 No adaptations or modifications to any of the Physical Elements will be permitted by the renter without previous approval of the Co-Producers. Minor modifications or adaptations will be accepted if the renter complies with the obligation to restore all materials to their original condition at its sole cost. The rental contract shall include that the renter will be responsible for maintaining the Physical Elements in a perfect condition, and will be responsible for obtaining all necessary rights necessary to stage the Production (including without limitation the royalties and/or services of the Creative Team and any underlying/third party rights). Packing, loading, unloading, set-up, striking reloading, insurance and all transport costs will be the responsibility of the renter.

SALE OF PHYSICAL ELEMENTS

11.11 The Co-Producers may by mutual agreement in writing agree to the sale of the Physical Elements and the rights in the Co-Production to a third party.

11.12 If one or more of the Co-Producers does not wish to sell its share in the Physical Elements and its rights in the Co-Production and has confirmed so in writing, then those Co-Producers will have the right to match the offer of the third party and the selling Co-Producers will agree to sell their shares to the dissenting Co-Producers.

11.13 Unless otherwise agreed in writing between the Co-Producers and in the event that a sale of the Physical Elements is agreed in accordance with this clause 12, the Lead Co-Producer shall at the time of a proposed sale to a third party:

- o negotiate the proposed financial terms of such sale; and
- o enter into an agreement with the proposed purchaser on behalf of the other Co-Producers in form and substance satisfactory to all Co-Producers.

11.14 The Co-Producers agree that the first ten percent (10%) of any revenue arising from the sale of the Physical Elements shall be used to cover the management cost for preparation of the contract and get-out costs of Lead Co-Producer's dispatch of the Physical Elements. Any revenue arising from the sale in excess that shall be shared between the Co-Producers in proportion to their shares of ownership.

TWELVE: EXPLOITATION AND IMAGE RIGHTS

12.1 Each Co-Producer recognises the rights of other parties to exploit the audio-visual recording of the Production for promotional and archive purposes.

12.2 Each Co-Producer recognises the rights of the other parties to exploit the audio-visual recording of the Production in their own theatre, provided that the Co-Producers obtains all necessary clearances and consents from all relevant rights holders including performers. In this sense, each Co-Producer holds the others free of responsibility for any claims from third parties.

12.3 It is agreed that the Lead Co-Producer, as the first Co-Producer to show the Production, has the first option to proceed to the production of a commercial recording of the Production, passing on this option to the next Co-Producer in case FTR does not use this option. The Co-producer that intend to make a recording for commercial purposes will inform the other Co-Producers of his intention and will respect the commitments previously assumed by the Co-Producer who previously recorded it.

12.4 Each Co-Producer will be entirely responsible for all expenses related to any time of exploitation of the Production, and shall likewise be the sole recipients of any income generated in this manner.

12.5 The Co-Producers are authorised to make partial broadcasts for radio, television and/or online for purposes of information, promotion and documentation of the production. The duration of the extract will not exceed six (6) minutes.

12.6 The Co-Producer that undertakes to broadcast or exploit in any media any element of the Production in part or in full will be responsible for securing the necessary rights from the Creative Team, and credit the other Co-Producers in the end credits of film prints of the audiovisual production. The size and placement to be determined by the presenting Co-Producer, and in press releases and for the audiovisual production as indicated in the following paragraph.

THIRTEEN: PUBLICITY AND TICKETS

13.1 Each Co-Producer is obliged to acknowledge the other Co-Producers in programs, press communications and in all publicity material according to local custom, throughout the period of validity of the present contract. The production will be billed as follows:

«*DIE MEISTERSINGER VON NÜRNBERG*, Co-Production between Teatro Real of Madrid, the Royal Danish Opera of Copenhagen and the National Theatre Brno, Janáček Opera.

These credits will be displayed according to local style and custom of each Co-Producer. Each Co-Producer, when dealing with its own run of the Production, has the right to display its name in the first position.

13.2 In the case where other Co-Producers join the Co-Production, these advertising obligations will change accordingly.

13.3 Each Co-Producer will use reasonable endeavours to provide the others with copies of any publication regarding the Production that appears in their own or local publications upon request.

13.4 Each Co-Producer will provide each other Co-Producer with 2 tickets in prime location for its first performance of the Production in its theatre in accordance with clause 2.1, and also provide each other Co-producer with 4 (four) tickets for its dress rehearsal, free of charge, which will have to be confirmed at least three weeks in advance.

FOURTEEN: TERM AND TERMINATION

14.1 The Co-Producers will be bound as of the signature date of the present agreement (for the National Theatre Brno it will entry into effectiveness after its publication in the Register of Contracts of the Czech Republic) until the expiry of all obligations arising from it.

NdB will provide a copy of the publication in the Czech Official Register of Contracts to both Co-Producers immediately after this contract is published.

14.2 This agreement may be terminated by mutual agreement of the Co-Producers.

14.3 This agreement may be terminated in respect of any Co-Producer (the “DEFAULTING CO-PRODUCER”) forthwith by the other Co-Producers in writing if the Defaulting Co-Producer commits a material breach of this agreement which is not remedied within twenty (20) days following a formal written notice of the breach.

14.4 In the event that a Co-Producer becomes insolvent (the “INSOLVENT CO-PRODUCER”) and a receiver or administrative receiver is appointed to take control of the affairs of the Insolvent Co-Producer the other Co-Producers may terminate this agreement in respect of the Insolvent Co-Producer by serving ten (10) days’ notice upon the Insolvent Co-Producer.

14.5 Representations and warranties given by a Defaulting Co-Producer or an Insolvent Co-Producer to each other Co-Producer will survive termination of this agreement in respect of such Defaulting Co-Producer or Insolvent Co-Producer.

14.6 Without prejudice to any other provision of this agreement, each Co-Producer undertakes to indemnify each other Co-Producer against all Losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) arising out of any breach by such Co-Producer of any of the terms of this agreement.

FIFTEEN: INTUITU PERSONAE AND INDEPENDENCE OF THE PARTIES

15.1 Each Party has entered into this agreement on a strictly personal basis vis-à-vis the other Party. Neither Party may directly or indirectly assign or subcontract this agreement, in whole or in part.

15.2 The Parties expressly represent that, throughout the term of this agreement, they are and will remain commercial partners and independent professionals. The Parties expressly agree that this agreement shall under no circumstances be construed as creating a company or association between them, and each Party undertakes to act as an independent co-contractor in such a way as to avoid any confusion in this respect vis-à-vis third parties.

SIXTEEN: FORCE MAJEURE

16.1 The Parties are obliged to fulfil their commitments. In the instance of *force majeure* including but not limited to war, states of emergency or calamities, natural disasters, general strikes and so forth, occurring during the building phase of the Physical Elements and leading to the implementation of the present agreement to become impossible, the agreement shall be rescinded in full right. none of the parties shall owe any money to the others, and it shall be clear that the Lead Co-Producer shall keep all if the amounts previously paid to

implement the present agreement (notwithstanding the potentially debited amounts) that correspond to the advance preparation of the Production.

16.2 The committed amounts that were not affected by the implementation shall be distributed among the Co-Production parties proportionally to the disbursements made up until that time. The elements effectively built before the advent of the *force majeure* shall be property of the Co-Producers in proportion to their percentage participation in the Co-Production. The Co-Producers shall have the power to decide their disposal, rental or any other related legal business agreements provided for in legislation currently in force.

16.3 In the event of non-fulfilment of the obligations assumed by either Party for reasons other than force majeure, the Parties that suffer the default of the non-payer shall have the right to demand the fulfilment or termination of the obligations, as well as the corresponding compensation for the damages caused.

SEVENTEEN: ADDRESSES FOR NOTIFICATION PURPOSES

17.1 Any communications or notifications to be made between and amongst the Co-Producers regarding the present contract, directly or indirectly, should be made through the following addresses:

Fundación del Teatro Real: Plaza de Isabel II s/n, 28013 Madrid, Spain
Phone: +34 91 5160600
Justin Way: jway@teatroreal.es
Joan Matabosch: jmatabosch@teatroreal.es

Royal Danish Opera: August Bournonvilles Passage 2-8, DK-1017 Kobenhavn K, Denmark
Phone: (+45) 33 69 37 04
Piet Bossant: pibo@kglteater.dk
Anna Kind: anki@kglteater.dk

Janacek Opera National Theatre Brno: Dvorakova 589/11, 602 00 Brno, Czech Republic
Phone: + 420 542158312
Jiří Heřman: herman@ndbrno.cz
Vlasta Macháčková: machackova@ndbrno.cz

EIGHTEEN: INTEGRITY AND VALIDITY OF THE DOCUMENT

18.1 This document constitutes the entire contract agreed upon between the Co-Producers regarding all subjects herein, and replaces all and any previous correspondence, whether verbal or written, between the Co-Producers. No modification of terms or conditions of this contract will be considered valid unless established in writing and signed by the CO-PRODUCERS specifying that it constitutes an amendment of the present contract.

18.2 The present contract takes on a legal validity from the moment of signature by the Co-Producer and shall enter into efficiency on the date of its publication in the Register of Treaties of the Czech Republic.

NINETEEN: CONFIDENTIAL INFORMATION AND DATA PROTECTION

19.1 Confidential Information means any information (including, without limitation, in written, oral, visual or electronic form, or on tape or disk) which is not publicly available including, but not limited to:

- a) any information specifically designated by the disclosing party as confidential;
- b) any information supplied to the disclosing party by any third party in relation to which a duty of confidentiality is owed or arises; and
- c) any other information which should otherwise be reasonably regarded as possessing a quality of confidence. This includes know-how and information about design, development, specifications, manuals, instructions, customer lists, sales, marketing, promotion, distribution, business plans, forecasts, and technical or other expertise or details of future programming at the FTR and its Co-Producers.

19.2 The Co-Producers shall always act in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "GDPR") and implementing regulations, particularly Spanish Organic Law 15/1999 of 13 December 1999 on the Protection of Personal Data and its and its developments.

19.3 The personal data provided by the natural person acting on their own behalf or, where applicable, as representative of the legal person, as well as the personal data of those who will perform the object of the service, will be processed by each of the Parties, as data processors, for the purpose of performing and maintaining this service and managing, developing and administering the relationship established, as well as complying with the legal obligations arising from this relationship, based on the performance of a contract and the fulfilment of legal obligations. The personal data collected will be transferred when necessary for the development, fulfilment and control of the services requested or contracted and as provided for by law.

19.4 The data will be kept for the time necessary to comply with the purpose for which they were collected and to determine any possible liabilities that may arise from this purpose and from the processing of the data.

19.5 The natural persons whose data are included in this agreement may exercise their rights of access, rectification, suppression, opposition, limitation of processing and, where legally appropriate, data portability, in those cases in which it is possible, by writing to the following addresses, attaching a copy of a document accrediting their identity:

- On the part of the FTR: rgpd@teatroreal.es
- On behalf of the RDO: admin@kgltteater.dk
- On behalf of the NdB: info@ndbrno.cz

19.6 Likewise, the signatories are informed that they may submit any claim or request related to the protection of personal data to the Spanish Data Protection Agency (www.agpd.es).

TWENTY: GOBERING LAW AND JURISDICTION

20.1 In the event of any dispute or disagreement arising under or in relation to this agreement between the Co-Producers, the Co-Producers hereby agree to attempt to resolve such dispute in good faith by mutual agreement.

20.2 Any litigation that might arise in relation to this contract shall be submitted to the Courts of Madrid and Spanish Law to the exclusion of whatsoever other jurisdiction.

This agreement is signed in three originals

Fundación del Teatro Real, Madrid
Mr. Ignacio García-Belenguer Laita
General Manager

Royal Danish Opera, Copenhagen
Ms. Carina Johansson
Administrative Manager

National Theatre Brno
Mr. Martin Glaser
Director