Events:	Concerts with the OFB
Dates of Events:	Refer to Annex 1
Date of signature:	October 26, 2024

The undersigned:

The "FOUNDATION"		**The "ARTIST"**	
Legal entity name	**FUNDACIÓN AMIGOS DEL TEATRO MAYOR**[1]	*Name*	**Charles Lodewijk Olivieri-Munroe**
Colombian Tax Identification No.	890.912.395-7	*Passport No.*	HG 072751 Canada
Legal representative	Hugo Miguel Rangel Rincón[2]	*Legal representative*	NA
Legal representative ID No.	79.778.852	*Legal representative ID No.*	NA
Domicile	Bogotá, D. C.	*Domicile*	Nicosia, Cyprus
Notice Address	Avenida Calle 170 No. 67 -51	*Notice Address*	Angastinas 24 Ourania Residence, Flat 203 Latsia (Nicosia) 2231
Notice Email Address	egomez@teatromayor.org	*Notice Email Address*	charles@olivieri-munroe.com

(individually the "Party" and collectively the "Parties"), agree on the **provision of artistic services** governed by the following (the "Agreement"):

Clauses

1. **Purpose:** The **ARTIST** shall provide his artistic services as director guest of the Orquesta Filarmónica de Bogotá (OFB), and within the framework of the Partnership Agreement No.108 of 2024 signed by the **FOUNDATION** and the OFB.

2. **Scope:** within the framework of the Agreement, the **ARTIST** shall participate in the concerts in Bogotá, D.C. stated in Annex 1, in accordance with the OFB's program (referred to as the "Events"). This annex might be subject to changes related to the mentioned program, previously informed by the OFB to the **ARTIST** and **FOUNDATION**, without requiring the signature of the new annex by the Parties. Consequently, with the signature of the Agreement, the **ARTIST** accepts the changes in dates, time, and place of the concerts, if any, due to the OFB's necessities.

3. **Fees and payment:** The FOUNDATION shall pay THE ARTIST, by way of fees, up to the sum seven thousand sixty five euros (€ 7,065), to which value a discount corresponding to the withholding tax of 8% shall be applied; that is to say, THE FOUNDATION shall pay a net value of up to six thousand five hundred euros (€6,500). The payment shall be made within the month following the effective execution of the contracted services for each of the Events numbered in Annex 1 of the Contract (each numeral is understood as an event), and once all banking and legal procedures have been exhausted.

Currency	Euro
Bank	Banco Santander
Bank Adress	Avenida del Puerto 131-46022 Valencia, España
IBAN	ES09 0049 1732 9627 10177376
BIC	BSCHESMMXXX
Account holder:	Weller Artists Management
Holder Address:	Av. de Francia 1/T2/Pta. 6E - 46023 Valencia/España

[1] Administrator of the Theaters *Mayor* and *Estudio* located in the *Centro Cultural Biblioteca Pública Julio Mario Santo Domingo* in Bogota, acting within the framework of the Association Agreement 334 of 2009 signed with the District Secretariat of Recreation and Sports and the District Institute of Arts of Bogota.

[2] Executive director of the non-profit organization called Fundación Amigos del Teatro Mayor.

The **FOUNDATION** shall provide the **ARTIST** with the confirmation of the bank transfer. The **ARTIST** shall assume all further expenses that exist or may arise in the future because of the bank transfer.

The amount that the **THEATER** will pay the **ARTIST** shall be the only compensation to which he/she shall be entitled to. Said amount includes the payment for the contracted services, the use of his/her image/trademarks, transfer of copyrights and related rights, and any other rights that correspond or may correspond to the **ARTIST**. The **ARTIST** shall not be entitled to any additional sum for any of its direct or indirect costs or expenses of any kind (labor, commercial, fiscal, operational), except the expenses expressly authorized by this Agreement.

4. The ARTIST's obligations:

i. Vouch for the artistic quality of the Events.
ii. Comply with the rehearsal schedules established by mutual agreement with the OFB, if applicable.
iii. Be available for pre-event interviews, press conferences and media rehearsals, if applicable.
iv. Attend educational activities to be established in agreement with the OFB.
v. Comply with the schedules for assembly, disassembly, and development of the Events, to be established by mutual agreement with the OFB.
vi. Attend the pre-production meetings established by mutual agreement with the OFB.
vii. Assume all costs and arrangements related to his/her lodging, per diem, transportation tickets, and visa for the complete provision of the contracted service, if applicable. Internal transportation will be coordinated with the OFB. The **FOUNDATION** shall take the necessary steps in Colombian territory to obtain the necessary permits for the entry of the **ARTIST** into the country, if applicable. Any related cost associated with permits for the entry into the country shall be assumed by the **ARTIST**.
viii. Have the visa and/or work permits necessary for the execution of the Agreement. For this purpose, he/she shall submit and pay all visa applications and permits required for entry and exit of the country.
ix. Carry out the due diligence process for knowledge of suppliers, customers, and third parties (AML/CFT policies and measures), required by the **FOUNDATION**, in accordance with its policies and guidelines related to the prevention and management of the risks of money laundering (ML), financing of terrorism (FT), and corruption.
x. Refrain from making any type of religious manifestation or political proselytism in the development of the Events.
xi. Guarantee that he/she will not use or consume alcoholic beverages and/or psychotropic substances before or during the performance of the activities of the Agreement.
xii. Acknowledge and accept the particular stipulations in the Agreement for protecting fundamental rights and obligations of respect, protection, and promotion of the human rights of all persons; in such sense, he/she undertakes to apply a "zero tolerance" policy in matters of violence, exploitation and sexual abuse[3]; and shall adopt the prevention and response measures established by the **FOUNDATION** in this matter, and particularly undertakes to avoid and immediately prevent any type of mistreatment or affectation to the physical or psychological integrity of all persons of the **FOUNDATION** who have a direct or indirect relationship with the execution of the Agreement.

5. Promotional materials and record sales: The sale of records or any other promotional materials by the **ARTIST** shall need prior authorization by the **FOUNDATION.** If authorized, the **ARTIST** will be solely responsible for this activity.

6. Publicity and promotion: The **ARTIST** shall provide the **FOUNDATION** and/or the OFB with all the required materials for publicity, broadcasting, and print news, such as photographs and documentation.

[3] The United Nations Secretary-General's Bulletin (SGB/2003/13) defines sexual exploitation as "any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another". The United Nations Secretary-General's Bulletin (SGB/2003/13) defines sexual abuse as "the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions". The Declaration on the Elimination of Violence against Women issued by the UN General Assembly in 1993, defines violence against women as " means any act of gender-based violence that results in, or is likely to result in, physical, sexual or psychological harm or suffering to women, including threats of such acts, coercion or arbitrary deprivation of liberty, whether occurring in public or in private life." The World Health Organization (WHO) defines sexual violence as: "Any sexual act, attempt to obtain a sexual act, unwanted sexual comments or advances, or acts to traffic or otherwise directed against a person's sexuality using coercion, by any person regardless of their relationship to the victim, in any setting, including but not limited to home and work".

Furthermore, the **ARTIST** authorizes the **FOUNDATION** and/or the OFB to capture his/her image, keep it in photo archives, and use it in visual illustrations for hand programs, texts, flyers, posters, and any other advertising media for the Events and/or future events involving the **ARTISTS**. The **FOUNDATION** and the OFB will be able to use the material indefinitely and without additional costs for advertising and the promotion of the Events, their institutions, and all related activities. Additionally, the **ARTIST** shall make his/her best efforts to attend press commitments during the term of the Agreement (such as press conferences, interviews, photo sessions, rehearsals for the press, and recordings) at the time and place defined by the press office of the **FOUNDATION** and/or the OFB, mutually agreed with the **ARTIST**.

7. **Use of Image:** The **ARTIST** authorizes the **FOUNDATION** and the OFB to use his/her image, performance, name, voice, statements, physiognomy, face, and/or any sign that relates to his/her identity (the "Image"), for its inclusion in any type of publication and material that the **FOUNDATION** and/or the OFB distributes or publishes by any means known or in the process of development at the time of performing the Events, whether printed, electronic or any other, for the promotion and communication of the work(s) produced by the **FOUNDATION** and/or the OFB, as well as for the reproduction of such fixations, in all types of media and formats, under any procedure, their synchronization, their communication and making them available to the public by any means known or in process of development at the time of the Events, without any limitation whatsoever.

   In light of this authorization, the **FOUNDATION** and the OFB are authorized to: (i) Visually record the Image; (ii) Fix or include the Image in the audiovisual content produced; (iii) Edit, modify, adapt, and arrange the Image according to the requirements of the pieces to be produced and the formats of the media or platforms in which they are communicated; and, (iv) Publish or communicate the Image within the framework of **FOUNDATION´s** projects, its media plan, as well as for archival purposes. The **FOUNDATION** is authorized to publish the audiovisual content it develops, the number of times it deems appropriate, without time or territory limit, through any existing media or in the process of development at the time of the Events.

8. **Transfer of copyright exclusive economic rights:** The **ARTIST** transfers to the **FOUNDATION** all exclusive economic copyrights of the interpretations object of the Agreement that are fixed in audiovisual material, understood as any didactic method that uses acoustic recordings, optical images and/or both simultaneously, to produce an audiovisual work of the entire Events (hereinafter, the "Audiovisual Work"). The **ARTIST** transfers as well all the economic rights over the Audiovisual Work to which it may be entitled, as a derivative work; without detriment of the moral rights attributed to the Artists by paragraphs a) and b) of article 30 of Colombian Law 23 of 1982. Thus, the **FOUNDATION**, as the owner of the economic copyrights and other related rights of the recorded artistic intervention, shall have the power to carry out, among others, the following activities:

   i. Record sights and sounds of the Events and use the recorded material to produce other audiovisual works with a maximum duration of fifteen (15) minutes. The FOUNDATION may make the required editions and any form of reproduction, arrangement, adaptation, broadcast, re-broadcast, synchronization, inclusion in cinematographic film, videotape, phonogram or any form of recording, communication to the public and, in general, any type of exploitation of the other audiovisual works that may be made by any means known or in process of development at the time of the Events, as well as broadcasting them by any means and in any format or support, without any time or geographical limitation whatsoever.

   ii. Publicly display, perform, or broadcast the audiovisual works by the FOUNDATION's plans and projects. In this sense, the FOUNDATION may carry out the communication of the resulting works by any procedure or means, including, but not limited to, social media, broadcasting organizations, performance through loudspeakers, wired or wireless telephony, through the use of phonograms, sound, or recording equipment and analogous devices, and, in general, publicly display or perform, by any other means of communication, known or in the process of development at the time of the Events. The FOUNDATION may, specifically, broadcast, transmit and retransmit the Audiovisual Work up to three (3) times and in a maximum period of three (3) years from the date of the Events; as well as making it available through the channels it uses, including, but not limited to *Teatro Digital*, *Teatropedia*, the platforms of its allies and *Canal Capital*, without any geographical limitation.

Once the three (3) transmissions have been made or the three (3) year period has elapsed (whichever occurs first), the Audiovisual Work shall be given to the **ARTIST**, at its request, allowing its free use. The FOUNDATION will keep the Audiovisual Work in its archive, without any time limit.

The **ARTIST** guarantees that it does not have any legal or contractual impediment to transfer the aforementioned rights and, therefore, declares that there is no limitation or rights conferred to third parties that may affect the uses mentioned in this clause. The **ARTIST** assumes responsibility for any lack or insufficiency of said rights that prevent the fulfillment of the scopes outlined in this clause.

Consequently, if there are claims, indemnifications to third parties, lawsuits, sanctions, or fines by competent authorities or any other similar action directed against the **FOUNDATION** and/or the OFB, due to what is contained in this clause, the **ARTIST** undertakes to defend the **FOUNDATION's** and/or the OFB's interests, paying on its behalf all costs and expenses, including legal expenses (lawyers' fees, judicial policies, notifications, etc.), until the ruling, administrative act, settlement, or final judgment issued by the competent authority, as well as to respond with the payment of any sum of money that the **FOUNDATION** and/or the OFB is ruled to pay.

9. **Audiovisual works ownership and use:** The **FOUNDATION** is the exclusive owner of the copyrights of the Audiovisual Work. Notwithstanding the foregoing, the **ARTIST** may make use of up to fifteen (15) minutes of the Audiovisual Work for promotional pieces of its artistic career. Once the three (3) transmissions have been made or the three (3) year period mentioned above has elapsed (whichever occurs first), the Audiovisual Work shall be given to the **ARTIST**, at its request, allowing its free use. Likewise, the **FOUNDATION** shall be the exclusive owner of the copyrights of the other derived audiovisual works, which shall not be subject to any time or geographical limit for the **FOUNDATION**.

10. **Insurance policies:** The **ARTIST** must have valid medical insurance to cover any medical emergencies, accidents, and the possibility of disability or death during his/her time in Bogotá D.C., Colombia.

11. **Suspension of the Events due to reasons of force majeure:** The Events may only be suspended for reasons of force majeure such as, but not restricted to, the **ARTIST's** proven illness or injury, earthquakes, floods, epidemics, pandemics, strikes, riots, civil disturbances, occurrence or imminence of acts of terrorism or war, and compliance with any law, order, rule or regulation of any governmental or supranational authority that inhibit the Parties from fulfilling their contractual duties and obligations.

    In such cases, the Parties agree to (i) reschedule the date for the affected Events, if possible; in which case the Agreement will maintain the value agreed in Clause 2, or (ii) Terminate the Agreement; in which case the **ARTIST** will be obliged to reimburse any amount received by the **FOUNDATION** as payment.

    Illness, physical impossibility, or any other similar cases that prevent the **ARTIST** from performing on the agreed date, will be considered as force majeure with the delivery of the medical certificate to the **FOUNDATION**. In this case, the Parties will make their best efforts to reach a viable solution, such as an agreement on a new date for the Events.

12. **Cancellation of events due to breach:** The unjustified failure of the **ARTIST** to comply with his/her obligations due to reasons other than force majeure, will be accounted for as a breach of the Agreement. In this case, the **FOUNDATION** shall notify the **ARTIST** of its breach for him/her to cure the default, if possible, in a term of three (3) business days after the notice is sent. If the default is not cured in the term provided, the default will be confirmed, in which case, the **ARTIST** shall reimburse the totality of the sum paid by the **FOUNDATION** and compensation for the expenses and efforts undertaken by the **FOUNDATION** quantified in a sum equal to 50% of the value of the Agreement. Both sums shall be disbursed to the **FOUNDATION** during the next five (5) business days. The Agreement is by itself a writ of execution.

13. **Termination of the Agreement:** The Agreement will be terminated in the following scenarios:
    i. The satisfactory completion of all obligations.
    ii. By mutual agreement between the Parties.
    iii. Breach of the obligations of any of the Parties.

iv. Due to the occurrence of one or more force majeure events that affect the execution of the Agreement, making it unachievable, in which case there will be no compensation for any of the Parties.
v. The termination of the Partnership Agreement No. 108 of 2024 between the **FOUNDATION** and the OFB.
vi. Failure of compliance by any of the Parties of the provisions outlined in Clause 16 regarding the respect, protection, and promotion of human rights.
vii. Failure of compliance by any of the Parties of the provisions outlined in Clause 22 regarding anti-money laundering and terrorism financing.
viii. Failure of compliance by any of the Parties of the provisions outlined in Clause 23 regarding anti-bribery and anti-corruption measures.
ix. Others stipulated by the law and applicable to the Agreement.

14. Disclaimer: The **ARTIST** acknowledges and agrees that he/she will be held exclusively and solely accountable for any damage caused to any member of the public attending the Events caused directly by the materials used during the Events and/or because of the **ARTIST´s** direct action if any. Therefore, in these scenarios, the **ARTIST** agrees to keep the **FOUNDATION** harmless from any claim, lawsuit, indemnification of damage, compensation, fines, and/or penalty filed, ordered, or imposed by any competent authority related to the damage. The **ARTIST** shall assume the defense of the **FOUNDATION** and all the related costs generated by this concept.

15. Taxes: All taxes caused because of the Agreement shall be assumed by whom, according to any applicable laws, departmental ordinances, municipal agreements, and/or any other Colombian current legislation, is considered as a taxpayer of the respective obligation. The strict compliance with the formal duties arising from the execution of the Agreement and the practice of applicable withholding taxes shall be the responsibility of the Party that is bound as provided in Colombian current legislation. The Parties shall provide all necessary information and documentation to correctly determine their tax obligations.

16. Mandate for the respect, protection, and promotion of human rights: The **ARTIST** undertakes to respect human rights by refraining from any conduct that constitutes a violation thereof, and by performing measures aimed at preventing, mitigating, and repairing negative effects on human rights.

The following is a non-exhaustive list of the **ARTIST's** obligations regarding the respect, protection, and promotion of human rights. Non-compliance with these obligations shall be considered by the **FOUNDATION** as a violation of human rights, with the consequences established in the Agreement:

i. Refrain from engaging in practices of disrespect to dignity or honor, discrimination, violence, physical, moral, and/or psychological abuse against any person, with particular emphasis on women, ethnic communities, and other vulnerable population groups.
ii. Refrain from adopting or engaging in child labor, forced labor, human trafficking, sexual exploitation, debt bondage, or any other form of modern slavery. The retention of documents, passports, training certificates, work permits, or any other identification document as a condition of employment is prohibited, as is the obligation for workers to provide deposits or financial guarantees.
iii. Refrain from employing persons below the minimum age required. The absolute minimum age for admission to employment shall not be less than the age of completion of compulsory schooling, i.e. 15 years, or 14 years if authorized by the legislation of the country. In all cases, it is forbidden to entrust dangerous work to young people under 18 years of age.
iv. Pay its employees at least the legal minimum wage in force, national or local, and other legal benefits established by law in each country where it operates. In addition, it undertakes not to make any deduction from remuneration for disciplinary reasons or for any other reason not provided for by the regulations in force and without the formal consent of the employee.
v. Safeguard the dignity and respect of its employees. The **ARTIST** must refrain from adopting against them any form of physical, moral, sexual, psychological violence or verbal abuse. Furthermore, it shall not discriminate against them based on race, age, sex, pregnancy status, gender identity, sexual orientation, religion, culture, nationality, social or ethnic origin, permanent or temporary disability, union, or political affiliation.
vi. Ensure equal treatment and equal opportunities for its employees. Any discrimination in hiring, remuneration, access to training, promotion, or trade union membership shall be prohibited.

vii. Refrain from engaging in any practices that violate the right to life, integrity, personal liberty, freedom of worship, freedom of expression, the right to property, or that restrict the freedom of association and collective bargaining of any person.
viii. Implement an occupational health and safety policy and program that aims to guarantee each employee and subcontractor a safe and healthy workplace and to maintain an environment in which the dignity of people is respected.
ix. Refrain from engaging in any type of practice that violates or infringes on the rights of children and/or adolescents.

The breach of any of the obligations described above shall be considered a breach of the Agreement and may result in its unilateral termination, with the respective legal consequences by Colombian law. The termination of the Agreement due to this clause doesn't give the right of compensation to the breaching party.

The **FOUNDATION** reserves the right to publish its findings in international, national, or local media, as a corrective and clarifying measure, as long as it is necessary as a request by the media themselves or by judicial authorities, not including any information that is classified as confidential and/or reserved, unless it is regarded as public information, part of the knowledge of the corresponding authorities, or is part of duly enforceable judgments.

17. **Personal data:** In accordance with the Statutory Law No. 1581 of 2012 and its Regulatory Decree No. 1377 of 2013 (personal data protection dispositions), the **ARTIST** authorizes the **FOUNDATION** to treat his/her data stored in physical and/or digital documents, which include information that is given in the development of the Agreement. The **FOUNDATION** is committed to using this information for administrative, legal, financial, commercial, artistic, and cultural issues, always maintaining its safety and integrity.
    For this matter, the **ARTIST** declares that he/she has been fully informed by the **FOUNDATION** of:
    i. The use to which the data will be subject and its purpose.
    ii. The optional nature of the response to the questions regarding sensitive data or data of children and adolescents.
    iii. The rights to which he/she is entitled by Statutory Law No. 1581 of 2012.
    iv. The identification, physical or electronic address, and telephone number of the person in charge of the data processing and use.

18. **Supervision:** the **FOUNDATION** will supervise and control the execution of the Agreement through the supervisor of the Partnership Agreement No. 108 of 2024 designated by the **FOUNDATION**.

19. **Original and modifications:** For all purposes, the delivery of the Agreement via fax, email, or through similar electronic transmission devices, under which the signature of the Parties can be seen, shall have the same force and effect as the manually executed original. Any amendment to the Agreement can be executed in the same way as described before. These signed agreements shall have the same force and effect as a manually executed original.

20. **Lack of partnership or association and indemnity:** There is no partnership or association between the Parties in the Agreement; therefore, each of them must respond exclusively to their obligations to third parties. No commitment acquired by any of the Parties with third parties commits the other unless the other Party has given prior written approval. In absence of this approval, the obligated Party shall hold the other harmless of any claim that the third Parties could interject.

21. **No employment relationship:** There will be no employment relationship between the Parties, nor between a Party and the staff hired by the other one. Each of the Parties agrees to comply with their labor obligations.

22. **Anti-money laundering and terrorism financing:** The **ARTIST** declares that he/she is aware of and agrees to comply with the applicable regulations related to the prevention of money laundering, financing of terrorism and the proliferation of weapons of mass destruction. Likewise:

    i. The **ARTIST** declares that he/she is aware of the **THEATER's** AML/CFT Risk Prevention Policies, available on its website.

ii. The **ARTIST** declares that: a) his/her economic and financial resources or any of its assets used in the performance of this Agreement, as well as its income, do not come from any illicit activity of those provided for in the Colombian Criminal Code, including those activities provided for in Article 323 of Law 599 of 2000 (Money Laundering); and b) he/she undertakes that the resources received in the performance of this Agreement shall not be used to finance terrorist activities and/or illegal armed groups or the proliferation of weapons of mass destruction, or any illicit activity of those provided for in the Colombian Criminal Code.

iii. Notwithstanding the grounds for termination set forth in this Agreement, the **FOUNDATION** may unilaterally terminate the Agreement at any time, without prior notice and without any indemnity in favor of the **ARTIST**, in the event that: (i) the **ARTIST**, its partners, legal representatives, members of the Board of Directors, managers or officers are or have been included in any of the lists for the control of money laundering and financing of terrorism administered by any national or foreign authority, including but not limited to the list of the Office of Foreign Assets Control (OFAC) and the list of the United Nations organization; ii) the **ARTIST**, its shareholders and/or administrators are linked, investigated or convicted by the competent authorities in any type of investigation for criminal conduct related to crimes related to money laundering, terrorist crimes and direct or indirect financing of national or international terrorism or the proliferation of weapons of mass destruction, corruption, bribery or transnational bribery; iii) failure to comply with the rules on money laundering, terrorist financing and **THEATER's** policies on the prevention of ML/FT risks.

The **ARTIST** agrees to immediately inform the **THEATER** in case he/she becomes aware of any of the circumstances that may be understood as non-compliance with the representations and commitments of this clause.

23. Anti-bribery and anti-corruption: The **ARTIST** expressly declares that he/she is aware of the regulations related to the prevention of corruption and national and transnational bribery in force in the Republic of Colombia (the "Legal Framework on Anti-Corruption and Anti-Bribery"), and of the measures established in this regard in the Foundation's Transparency and Business Ethics Program (the "Foundation's PTEE"). Likewise:

i. The **ARTIST** undertakes to adopt measures in its organization in order to comply with the Legal Framework on Anti-Corruption and Anti-Bribery.

ii. The **ARTIST** declares, under oath, that, as of the date of execution of the Agreement, its shareholders, partners, officers, directors, legal representatives, de facto or de facto administrators, administrative employees, and/or employees are not involved in acts of national and/or transnational bribery, corruption or any other illegal activity related to bribery and corruption, and that they have not been subject to any sanction or conviction for acts of such nature.

iii. The **ARTIST** undertakes: i) in connection with transactions or relations with the **THEATER** or when acting on behalf of **THEATER**, not to offer, pay, promise to pay, authorize payment, solicit, receive, or authorize the receipt of money or any gift or thing of value, directly or indirectly, to government officials, government entities or third parties with whom they have a business relationship, in order to induce a decision, for the purpose of improperly obtaining or retaining business, or directing business to any person or obtaining any other improper advantage; ii) report or denounce any inappropriate conduct involving any officer or employee of the **THEATER** that is in violation of the Legal Framework on Anti-Corruption and Anti-Bribery and the Foundation's PTEE; iii) report to the ethics hotline any act that it knows or reasonably suspects may be qualified under applicable law as an act of bribery or corruption and that arises in connection with or in connection with the execution of the contract; iv) report any conflict of interest in which its directors or shareholders find themselves in relation to this Agreement.

The **THEATER** has the following e-mail address: etica@teatromayor.org, to report conduct contrary to the PTEE. The report or complaint is received, guaranteeing the confidentiality of the information and the person. Failure to comply with the provisions set forth in this clause entitles the **THEATER** to terminate the Agreement unilaterally, without prior notice and without any compensation in favor of the **ARTIST**.

24. Assignment: Neither Party may assign the Agreement without prior written authorization granted by the other.

25. Severability: If any clause or provision of the Agreement is invalid, illegal or unenforceable by reason of a provision of law or public policy, its other clauses and provisions shall remain in full force and effect, and such invalid, illegal or

unenforceable clause or provision shall be modified by mutual agreement and as closely as possible to the original intent of the Parties.

26. Applicable law: The Agreement shall be governed, construed, and enforced by Colombian civil and commercial laws.

27. Disputes resolution: The Parties agree to settle directly all the differences that may arise in the execution of the Agreement. This settlement can be reached by using any existing mechanism created for these means. For this purpose, the Parties will have thirty (30) business days, starting on the date on which any of them makes an application in this regard. In the case that the Parties do not settle in the agreed term, they will attend Colombian ordinary jurisdiction.

28. Notices: Any notices or communications required or permitted to be given by the Agreement must be (i) given in writing and (ii) be personally delivered or mailed, by prepaid, certified mail or overnight courier, or electronic mail transmission (including PDF), to the Party to whom such notice or communication is directed, to the notice address or regularly monitored electronic mail address stated in the Parties' information chart in the first page of the Agreement. Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received confirmation of such fax or electronic transmission. For purposes of the Agreement, a Party may change his or her or its address, fax number, email address, or the person to whom a notice or other communication is marked to the attention, by giving notice of such change to the other Party.

29. Annexes: ANNEX 1 - ARTISTIC PROGRAM is an integral part of the Agreement. The modifications made to the OFB's programming shall be reflected in a new annex which shall replace ANNEX 1 and which shall be incorporated into the Agreement, for which no new subscription by the Parties shall be required, in accordance with the provisions of clause 2 of the Agreement.

30. Integration: This contract contains the totality of the final agreement between the Parties and therefore substitutes any other communication, verbal or written, if any, between them.

31. Validity: The Agreement becomes valid on the date of signature.

For the record, the Agreement is signed by the Parties on October 26, 2024.

On behalf of the **FOUNDATION**:

×

Hugo Miguel Rangel Rincón
Legal representative

Olga Lucía Beltrán Nieto

Representante Legal(s)

The **ARTIST**:

Charles Lodewijk Olivieri-Munroe
Passport No. HG 072751

ANNEX 1 – ARTISTIC PROGRAM

Artist: Charles Lodewijk Olivieri-Munroe
Version No.: 1
Date: October 26, 2024

#	Concert	Date	Time	Place
1.	**Season 2024 Concert**	November 3, 2024	5:00 p.m	Teatro Mayor Julio Mario Santo Domingo