

## Agreement for the Provision of Goods and Services

• **The Company (hereinafter Smart):**

Name: SMart Ibérica de Impulso Empresarial, S. Coop. And.

Activity Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Legally represented by: \_\_\_\_\_ as the President of the company

Address: C/Luis de Morales, Nº 32, Oficina 29, planta 2, Edificio Forum, CP. 41018, Sevilla

Address for Correspondence (if different from the one above):

\_\_\_\_\_  
\_\_\_\_\_

VAT No.: F-90065418 Registration key in the Registry of Cooperatives: MARCA 02067

• **The professional and Smart partner who will provide the good or service or the Coordinator of the Project or Activity that is the subject of this Contract:**

Surname(s) and First Name: \_\_\_\_\_

Identification Number: \_\_\_\_\_

Nationality: \_\_\_\_\_ Address: \_\_\_\_\_

Tel./Mobile: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

• **Contracting company or individual promoter (The Customer):**

Surname(s) and First Name / Trade Name: \_\_\_\_\_

Legal form: \_\_\_\_\_

Nationality: \_\_\_\_\_ Tax ID No./VAT No.: \_\_\_\_\_

Legally represented by: \_\_\_\_\_

In his/her capacity as: \_\_\_\_\_

Street: \_\_\_\_\_ No.: \_\_\_\_\_ PO Box: \_\_\_\_\_

Postal Code: \_\_\_\_\_ City: \_\_\_\_\_ Country: \_\_\_\_\_

Contact person: \_\_\_\_\_

Tel./Mobile: \_\_\_\_\_ E-mail: \_\_\_\_\_

- **Description of the asset or service that is the subject of the Contract:**

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- **Delivery time:**

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**Price to be paid by the customer: €** \_\_\_\_\_

Advance Payments or Payments on Account: \_\_\_\_\_

Outstanding customer payments \_\_\_\_\_ at \_\_\_\_\_ per payment.

Agreed payment date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Agreement signed on: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

The undersigned expressly agree to the general clauses included on the reverse side of the contract and on the attached sheets.

Smart stamp and Representative's signature

Customer's signature

Smart stamp and representative signature

Customer stamp and representative signature

Signed by:  
ID/VAT:

Signed by:  
ID/VAT:

## THEY DECLARE THAT

**ONE.-** Whereas **SMART IBÉRICA DE IMPULSO EMPRESARIAL, S. Coop. And.** (hereinafter **Smart**) is a company involved in guidance, training, supervision and mutual service provision for artists, craftspeople, creative people and other professionals in the cultural sector and providing artistic, creative and cultural services to society in general, both to individuals and to public and private organisations. At the same time, it can carry out intermediary tasks on behalf of its partners who benefit from its activities and the third parties to which they provide services.

**TWO.-** Whereas the contracting company or individual promoter identified above (hereinafter **the customer**) is interested in Smart providing the indicated good or service, accepting this service, the parties, in the capacities in which they act and by common agreement, issue this Contract subject to the following

## GENERAL CONTRACTING CLAUSES

### 1. Validity

The signing of this Contract implies the acceptance by the signatories of these general clauses. Any provision contradicting it contained in any document or correspondence between the parties, other than exceptions expressly made in writing, in advance, and also accepted in writing by a Smart office or delegate, shall be null and void. Otherwise, Smart's activities shall be exclusively governed by the clauses specified in this contractual document.

### 2. Capacity and Solvency

Smart states that it has full legal capacity, together with the technical and professional capacity, necessary to implement this Contract.

The customer states that it has the necessary legal capacity to operate and is sufficiently financially solvent to undertake the commitments acquired.

### 3. Commissioning and Deadlines

With the signing of this Contract, the customer accepts that it is definitively and irrevocably commissioning the goods or services described above and, for its part, Smart agrees to produce and/or provide them.

In the case of the provision of services, the deadlines set shall be met by the signing parties. Any amendment or alteration to them shall require the express consent of the other party. If this is not given for any justified reason, the appropriate compensation for losses and damages may be due to the party not at the origin of such a change. If the commission for the provision of the service includes an advance payment or payment on account, any change in the dates agreed by the customer shall mean this advance payment will not be refunded.

In the case of production of goods, the deadlines established in this agreement shall be for guidance purposes only, and shall be met whenever possible, but exceeding the deadline does not constitute grounds for invalidation of the agreement, provided that the delivery delay does not exceed 30 calendar days. A delay no longer than the one specified shall not entail the suspension of the agreement, nor may it be used by the customer to claim any compensation or interest, nor shall it give rise to any other claim, unless otherwise specified in writing and formally accepted by Smart.

### 4. Delivery of Goods

Once the goods commissioned are completed, they will be made available to the customer, who shall be notified via telephone or other media stipulated at the time of commissioning.

Delivery/reception of goods shall be regarded as having been made when the goods exit Smart facilities or other locations where they are available to the customer to be delivered under the terms established in this document, or else if they are directly received by the customer or by a transport designated by Smart at the customer's request. From this time on, the risk of loss or breakage of the goods, for example during transport, shall be the customer's responsibility. If the customer does not collect/receive the goods during the month following due notification of their availability, the goods shall be regarded as delivered on the notice date. This means that the customer shall be held liable in the event of a loss or breakage, and the warranty period starts on the notice date.

### 5. Transfer of Ownership

Ownership of the goods commissioned and completed shall not be transferred to the customer until the customer has fully paid the amounts agreed upon and signed. The customer undertakes to keep the goods in good condition until all the outstanding amounts have been fully paid.

In the event of non-payment of the Smart invoices by the customer after their due date, Smart is fully entitled to regard the Contract as invalid, with no prior notice. From this time on, Smart shall be authorised to request the replacement of the goods without prejudice to compensate any damage or loss.

### 6. Claims

The formal and positive act of reception of the goods on the part of the customer constitutes the unreserved acceptance of conformity with their quantity and quality. Any claim concerning the quantity and quality of the goods or services and/or invoicing shall be received by Smart by certified mail in the form of a claim stating the reasons. If this does not occur, the right to a claim shall expire in thirty natural days from the date of reception of the goods or from the last day of provision of services. The presentation of a claim shall not exempt the customer from the obligation to pay. If the claim is valid, the warranty for the goods is restricted to the replacement of defective goods by Smart or the refunding of the amount paid, and there shall be no right to compensation for damages and losses.

### 7. Payment Method and Late Payment

The customer shall pay the sums accrued under this Contract after Smart first submits an invoice demonstrating compliance with the purpose of this Contract.

Invoices issued by Smart must be paid before the date referred to in this Contract and, in all cases, before the invoice issued by Smart is due. The payment shall be documented by transfer to Smart's account number:

ES69-1550-0001-2100-0423-0322 (FIARE BANCA ÉTICA).

In the event of late payment, Smart reserves the right to suspend services and resume them only when payment has been caught up to date. If payment is not made on the agreed date, a surcharge of 15% shall be added to the invoices, without the need for any notification to the customer. This percentage may be increased by 10% as a penalty, also without the need for any notification to the customer. The penalty sum shall never be less than €50. Failure to pay or late payment of part or all of an invoice shall immediately lead to all invoices owed by the customer becoming due. Smart reserves the right to reject any subsequent commission/order by the customer or to subject acceptance of such commissions/orders to the acceptance of the relevant guarantees.

### 8. Modification or cancellation of the commissioned service/good

No commission may be cancelled or modified without Smart's prior written consent and it is subject to the customer paying all costs resulting from such modification or cancellation. Even with Smart's prior written agreement, if the customer cancels a commission or order, Smart may claim payment for the all the contracted goods or services if they have been partly or entirely provided, or payment of 50% of the amount of the goods and services, if production or provision have not commenced. If the commission included an advance payment or payment on account, as specified in this Contract, this payment shall not be refunded, whatever the reason for the cancellation.

The goods or services may be cancelled by either party (Smart or the customer) and this shall take immediate effect if one of the parties fails to fulfil the obligations established in these general clauses and if these irregularities have been communicated to the other party by registered mail and not rectified within a maximum period of 15 natural days.

### 9. Intellectual Property

When the content has been selected by the customer and Smart's work is limited to the provision of a service, the customer shall be solely liable for any infringement of third-party rights resulting from the reproduction and/or print or electronic publication entrusted to Smart. However, should Smart become aware of the unlawful nature of the content provided by the customer, it shall be entitled to immediately terminate the agreement, without prejudice to taking the relevant measures established in this Contract and under the applicable law.

The customer takes express responsibility for obtaining all authorisations required for the performance, recording, reproduction, distribution, public communication and transformation of creations and performances protected by copyright and similar rights under this Contract for commission or provision of services.

Similarly, the customer shall make the payments generated under the execution of the Contract, particularly to organisations managing copyright and similar rights.

This clause shall, in all cases, be governed and interpreted in accordance with the provisions of Royal Legislative Decree 1/1996, of 12 April, approving the Reformed Text of the Intellectual Property Act and, in general by the applicable legal provisions.

### 10. Responsibility

Smart undertakes to produce and deliver the contracted goods or services. Smart's staff pledges to ensure that any equipment and infrastructures assigned by the customer for technical assemblies and the corresponding provision of the contracted service are kept in good condition. Smart's responsibility is limited to compensation for any damages that might directly arise from performance of the work undertaken by its professional team. Smart accepts no liability for indirect damages of any kind that may be incurred by the customer or any third party, such as additional costs, operational losses, contractual losses, losses due to planning, loss of software data, downtime of machines, commercial or financial claims, loss of profits or market shares, increase in costs or any other type of loss that may occur as a result of performing the commission. The customer is fully informed of the artistic or creative qualifications of the partners of Smart responsible for performing part or all of the commission and waives the right to hold Smart directly liable in this respect. The Smart partner signing this Contract assumes personal and non-transferable provision of the service, subject to the conditions defined in this document, as well as to ensure maintenance of the good image of the company in which the partner will work.

As contracting company, Smart is responsible for compliance with the corresponding tax and social security obligations in relation to the contracted good/service, as well as drawing up an Occupational Risk Assessment and Safety Plan, as appropriate.

### 11. Unforeseen circumstances or force majeure

If Smart is obliged to interrupt the performance of the commission or order due to unforeseen circumstances, the validity of the Contract is suspended while Smart cannot guarantee to carry out the delivery. Unforeseen circumstances (force majeure) are all unpredictable and unavoidable events of any kind beyond Smart's control, for example natural disasters, bad weather, fires, strikes, sabotage or legal or administrative measures making it impossible to fulfil the Contract.

Instances of non-compliance on the part of the Smart partner due to illness, physical impossibility, and similar shall be regarded as force majeure when sufficient, substantiating documents are provided.

### 12. Price and Assignment of Rights

By common accord, the parties establish the price mentioned at the beginning of this Contract or under the specific contracting terms and conditions as the price of the provision of the good or service. The price agreed upon under this Contract shall be increased by the corresponding sums representing VAT or any other tax imposed.

The price expressly includes:

- a) The cost of the corresponding insurance policy.
- b) Expenses and costs generated by the provision of the good or service, the costs inherent therein, reproduction, copies, transport, accommodation, telephone costs, social security contributions and other general expenses of SMartib's professional artist, until the good or service has been provided.

Smart may not fully or partially assign or transfer the rights and obligations deriving from this Contract to third parties, whether they are individuals or organisations, without the customer's express written authorisation.

### 13. Suspension: Provision of the contracted service may be suspended

- If Smart's professional members are in any kind of physical danger, whether this is due to the audience attending the event or due to the poor state of the facilities where the service is provided.
- If the facilities do not meet the minimum conditions agreed upon or the TECHNICAL DETAILS concerning the technical requirements (Appendix I) are not duly completed.

### 14. Just cause for termination

The following provide just cause for the termination of this Contract:

- a) The death or overwhelming incapacity of the individual promoter or the extinction of the legal identity of the contracting company.
- b) Declaration of bankruptcy, suspension of payment, a creditor's meeting or insolvency under any procedure or an arrangement with creditors.
- c) Mutual agreement between the customer and Smart.
- d) Failure by the customer to provide the guarantees demanded.
- e) An unjustified delay by Smart's professional artist to meet established periods.
- f) Failure to fulfil the other obligations assumed by the signing parties under the terms established in this contractual document.
- g) Reasons expressly established in the Contract.

#### 15. Nullity

The revocation or nullity of any of these general clauses shall not invalidate the other clauses. The null or revoked clause must be replaced, by mutual agreement or judicial order, by a clause with similar financial effects as the clause declared null and void. However, non-compliance with the commitments acquired by the parties

#### 16. Legal Obligations

Smart declares that it is up to date in compliance with both its tax and social security obligations.

#### 17. Civil Liability Coverage Policy

Smart ensures civil liability coverage for damages to third parties as a result of the provision of the service or performance of the contracted good through a "Civil Liability Insurance Policy" covering any risk that may arise from its implementation for up to €500,000 per claim.

#### 18. Confidentiality

The customer and Smart shall, under all circumstances, respect the confidential nature of the data provided. The parties pledge to maintain absolute secrecy concerning the personal data to which they may have access in accordance with this Contract and to observe all legal provisions contained in the Personal Data Protection Act 15/1999, of 13 December.

#### 19. Additional Applicable Regulations

Anything not expressly established in this document, under the specific contracting conditions, in the other documents incorporated into the Contract, or in the legal regulations concerning artistic production and service provision, general service provision or those to which the parties are expressly referred, shall be governed by generally applicable provisions, particularly those contained in the Civil Code.

#### 20. Legal Jurisdiction

The parties, waiving any other jurisdiction or rights to which they may be entitled, submit to the Courts and Tribunals of Seville to resolve any disagreement that may arise from compliance with these general contracting conditions, the specific contracting conditions or any other document forming an integral part of this Contract.

#### 21. Data Protection

In accordance with the Organic Law on Protection of Personal Data 3/2018 and (EU) 2016/679 (General Data Protection Regulation), please note that your data has been included in the "Clients" registry of the activities of SMART data processing. IBÉRICA DE IMPULSO EMPRESARIAL, S. COOP. AND.

We also inform that your data can be transferred to the SMART group, always adequately protecting the credit, to the tax authorities, banks, savings banks and rural banks, as well as to the public administrations and competent in the matter. You can exercise your rights of access, rectification, limitation, elimination, portability and opposition to treatment by communicating with SMART IBÉRICA DE IMPULSO EMPRESARIAL, S.COOP. AND in the direction C/Luis de Morales, N° 32, Oficina 29, planta 2, Edificio Forum, CP. 41018, Sevilla

**APPENDIX I. TECHNICAL DETAILS**

**APPENDIX II. ARTISTIC DETAILS**

**APPENDIX III. TIMING OF WORK**