

LOAN AGREEMENT

Between:

Esterházy Privatstiftung (FN 105515 w)
Esterházyplatz 5
7000 Eisenstadt
Austria
hereafter referred to as "**Lender**"

and

Divadelný ústav / Theatre Institute
Jakubovo nám. 12
813 57 Bratislava
hereafter referred to as "**Borrower**"

jointly referred to as the contracting parties

1. Loan objects / Duration of the loan

- 1.1. The Lender shall make the following objects (hereafter referred to as "**loan object(s)**") to the Borrower for the exhibition

"A Century of Theatre – Traces and Stances"

on the terms set out in this agreement.

Object 1: B22, Paul I. Esterházy als "Judith", Replika, 220 x 120 cm



at a value of 500 EUR

Place of collection

And return: Esterhazy Palace, Esterházyplatz 1, 7000 Eisenstadt, Austria

Location of exhibition: Bratislava Castle, Zámocká 2, 81101 Bratislava

Duration of exhibition: 27. February 2020 – 05. October 2020

Duration of the loan: 15. February 2020 – 15. October 2020

- 1.2 The loan objects must only be used for display purposes within the abovementioned exhibition at the location specified above. Any change of the location of exhibition shall require the Lender's prior written agreement (by e-mail or fax).
- 1.3 The duration of the loan as set out at 1.1 shall be binding. It commences upon the removal of the loan object(s) from the place of collection on the agreed collection date, but in any event no earlier than the full costs of the insurance having been received by the Lender (as per section 3) and the transport costs having been received by the carrier or the Lender (pursuant to section 4), depending on whether transport is arranged by the Lender or by the Borrower. In the event of an exhibition being extended, any extension of the duration of the loan shall require the Lender's prior express written agreement (by e-mail or fax). In the event of any such extension of the duration of the loan, this agreement shall also apply to any such extended duration of the loan.
- 1.4 It is hereby recorded, that the loan objects have been documented and assessed by the Lender for conservation purposes by way of appropriate photographic renderings of the individual loan objects and text descriptions. A copy of this documentation shall be signed by the Borrower before collection of the loan objects, and shall serve as evidence that at the time of collection the condition of the loan objects corresponded to that recorded in the documentation.

2. Liability

- 2.1 It shall be the Borrower's obligation to compensate the Lender for any damage done to the loan objects during the duration of the loan, irrespective of whether the Borrower was at fault for this or not. The duration of the loan shall commence upon collection, or, as the case may be, the removal from the place of collection and shall end upon the loan object(s) being returned to their display, or, as the case may be, being mounted at their place of return (liability "from nail to nail").
- 2.2 In the event of damage being such that it is a write-off, or where a loan object is not found within 3 months after having been lost, the Borrower shall pay the Lender the valuation amount pertaining to that particular loan object within 30 days.
- 2.3 In the event of any partial damage, then the amount of the loss, including the reduction in value connected with restauration, if any, shall be assessed by an art expert to be instructed by the Lender. The expert's opinion shall be binding upon both contracting parties. The loss as per the expert's assessment shall be payable by the Borrower to the Lender within a period of 30 days commencing upon delivery of the expert's opinion.
- 2.4 In addition to this, the Borrower shall be obligated to compensate the Lender for any and all losses that arise out of or in connection with the destruction, damage, alteration, loss, confiscation, or any other infringements of the title of the Lender. This obligation to provide compensation shall also extend to loss of profit.
- 2.5 The Lender shall only be liable to the Borrower in the event of intentional damage or damage that was caused through gross negligence, although the onus to prove that intention or gross negligence existed shall be on the Borrower. The Lender shall not be liable to the Borrower for any indirect losses, consequential losses or loss of profit.

3. Insurance

- 3.1 The Borrower acknowledges and accepts that the Lender will insure the loan object(s) for the duration of the loan "from nail to nail" with an insurer of the Lender's choice, and at the value set out at section 1, such insurance to cover all dangers and risks, in particular loss, destruction and damage (including such caused by natural disasters and vandalism) - for whatever reason. The insurance value stipulated shall be deemed a valuation amount for the purposes of section 57 of the Austrian Insurance Contract Law (VersVG) and corresponds to the objective value of the relevant loan objects, bearing in mind also that they are part of a collection. The Borrower shall reimburse the Lender in full for the cost of insurance for the entire duration of the loan prior to collection of the loan objects.
- 3.2 The Lender shall provide the Borrower with a copy of the applicable general insurance conditions (in the event that this is overlooked, the Borrower shall be bound to request these from the Lender from their own accord). The Borrower covenants to comply with all duties and obligations on the insured party stipulated by the applicable general insurance conditions, and not to do any thing or take any measures which would release the insurer from performing its obligations.
- 3.3 The Lender reserves the right to re-determine the value of the loan objects in the event that the level of values on the art market changes. The Borrower shall be notified of any such amended value of the loan objects in writing, by email or by fax, and such amended value shall become binding upon both contracting parties one week after such notification has been sent. The Borrower covenants to bear the cost of any increase in insurance premium resulting from such an amended valuation, and to compensate the Lender accordingly no later than 14 days following notification thereof.

4. Transport / Packaging

- 4.1 All transport costs for the transport of the loan objects both there and back, including any packaging costs and the costs of the transport being accompanied by a courier, if applicable, shall be borne by the Borrower.
- 4.2 The loan objects shall be transported from the place of collection stipulated above and to the location of exhibition, as well as back to the place of collection, exclusively by a carrier to be stipulated by the Lender (generally either hs art service Austria GmbH or Kunsttrans Spedition GmbH in Vienna, or J-Art Service Kft Budapest). The Lender shall be entitled, but shall be under no obligation, to instruct the carrier either in its own name, but at the expense of the Borrower, or in the Borrower's name and at the Borrower's expense. In any event, prior to collection by the Borrower, the Borrower shall have to show that the carrier or the Lender, as the case may be, have been paid in full for the transport costs, including packaging costs and ancillary costs, as well as taxes, fees and charges which may fall due for the transport.
- 4.3 The Borrower shall be under an obligation to agree an exact time with the Lender for the collection or, as the case may be, the return, no later than 7 working days before collection and 7 working days before the return.
- 4.4 The loan objects shall have to be packed and unpacked by trained expert personnel, bearing in mind their particular condition, and in a way that is appropriate for

the purposes of conservation, although the Lender may also demand that the carrier as stipulated by the Lender should be charged with the packing and unpacking. Any additional stipulations made by the Lender in relation to the type of packaging, the materials to be used, the transport vessels to be utilised, or regarding the transport itself, shall be complied with. At the Lender's request, the transport there and back shall be accompanied by a courier to be chosen by the Lender.

- 4.5 Any formalities, if applicable, regarding the import and export of the loan objects shall be completed by the Borrower. The Borrower shall also be responsible for ensuring that it will at all times be possible to return the loan objects to their place of collection, both factually and legally. Upon request, the Borrower shall provide the Lender with appropriate confirmations and certificates. The Borrower shall do everything within his power to ensure that the return is always assured (e.g. by way of providing a declaration of immunity from applicable states). In the event that there is a reasonable suspicion that this permanent assurance of return might be endangered, then the Lender shall be entitled to prohibit collection of the loan objects, or, as the case may be, to demand their return even before the expiry of the duration of the loan.

5. Borrower's duty of care

- 5.1 The Borrower shall ensure that the loan objects are treated appropriately and with the utmost care from the moment, they are collected until the time they are returned. Upon expiry of the duration of the loan, the Borrower shall return the loan objects in the exact same condition as that in which he collected them. Moreover, he shall prevent any impairment of the loan objects - both deliberate and accidental -, in particular any such damage, change, damage as a result of any types of conditions, as well as confiscation and seizure thereof, or any other infringements of the Lender's rights of ownership, by taking appropriate security measures.
- 5.2 The loan objects must not be subjected to any changes, restoration works, retouching, cleaning or similar, without the prior, express written permission of the Lender. Drawings and prints must not be removed from their slip mount or frame.
- 5.3 The cleaning of individual loan objects shall have to be effected in compliance with the internationally recognised standards in dealing with works of art. For this purpose the Borrower shall at all times be able to consult with scientific officers of the Lender. At the Lender's request, such a consultation shall take place before or during each cleaning. Generally any cleaning work shall be undertaken using acid- and lint-free cloths.
- 5.4 In the event of there being an immediate threat to the condition of the borrowed object, the Borrower shall immediately notify the Lender by telephone on the following telephone number [**Dr. Florian T. Bayer 0043/664/6207116; 0043/664/9658259; Mag. T. Gabriel 0043/2682 63004501; 0043/664/9658259**], and to take instructions as to the appropriate measures to take for the purposes of conservation. In the event that it is not possible to get in touch with the Lender, or where this is not immediately possible, the Borrower shall set in motion the necessary measures for conservation himself, with advice from a competent art expert, and to inform the Lender thereof as soon as possible.
- 5.5 The Borrower shall ensure that both climatic and lighting conditions at the location of the exhibition correspond to the applicable state of the art, so that it is warranted

that the loan objects will not suffer any damage. Upon request, the Borrower shall record the climatic conditions, and, where requested, they shall be shown to the Lender. The Lender shall at any time be entitled to stipulate provisions in this respect which shall have to be complied with by the Borrower at the Borrower's expense.

- 5.6 The Lender or its agents must be granted access to the individual loan objects at any time (including repeated access).

6. Damage done to loan objects

- 6.1 The Borrower shall be bound to notify the Lender immediately of any damage or change done to any of the loan objects or the loss of loan objects, as well as notifying the Lender of any pending or executed seizure, confiscation, or other interference with the Lender's property rights, such notification to be made in writing, by email to the following email address [f.bayer@esterhazy.at / t.gabriel@esterhazy.at] or by fax to the following fax number [0043/2682 63004 599]. In the event that there is reason to suspect that such interference with, or, as the case may be, loss of the loan objects is the result of a criminal action, then the police shall be notified without delay. Any such interference, or, as the case may be, any changes, shall be documented by way of photographs.
- 6.2 The Lender shall inform the Borrower as to how matters should proceed further in respect of the damaged loan object. In the event that the Lender considers it necessary to have the damaged loan object assessed immediately by one of its employees or an art expert, to be named by the Lender, then the Borrower shall be bound to bear the costs incurred by this. Where there is danger in delay, the Borrower shall proceed as per section 5.4.
- 6.3 Where the damage is not just minor, and where it cannot reasonably be rectified at the location of the exhibition, then the Lender shall be entitled to immediately rescind the loan agreement in respect of that particular loan object. Where the damage is the result of gross negligence on behalf of the Borrower, or, as the case may be, one of his employees or agents, or employees of firms instructed by the Borrower, then the Lender shall be entitled to immediately rescind the loan agreement in respect of all loan objects.

7. Display of the loan objects

- 7.1 The loan objects must only be exhibited at the location of exhibition as specified at section 1.1. Any change of the location of exhibition shall require the Lender's prior written agreement.
- 7.3 As far as the individual loan objects are concerned, the highest applicable conservation conditions shall apply.

8. Photographs of the loan objects / commentaries

- 8.1 The Lender shall make photographs of the loan objects available to the Borrower. The Borrower may only use these photographs, as received from the Lender. The use of these photographs shall be restricted exclusively to being used for the purposes of depictions in the exhibition catalogue. Any other use over and above this, in particular their use for posters, advertising flyers, advertising online, tickets,

etc. shall only be permitted upon written permission being obtained from the Lender. Any photographs provided to the Borrower shall remain the exclusive property of the Lender, and upon having been used in the way agreed, but in any event no later than upon expiration of the duration of the loan, these shall be returned without any separate request for such return having to be made.

- 8.2 The Borrower shall not be permitted to photograph the loan objects either himself or to have them photographed by third parties, and to publish and/ or distribute such photographs, unless written permission for this has been granted by the Lender. This shall also apply to video, film or television recordings, digital picture processing and other types of reproduction. The Borrower shall be liable to the Lender for the compliance with this obligation by visitors, personnel, press and other of its agents. However, it shall be permissible to make television recordings without the permission of the Lender where this is within the scope of the normal, current reporting on the exhibition, where this is done under the supervision and at the responsibility of the Borrower. The insurer's restrictions in respect of the taking of photographs and making of films shall be borne in mind.
- 8.3 The making of any copies or reproductions of the works of art, or casts thereof, particularly in the case of coins or medals, is prohibited.
- 8.4 The Borrower covenants that he shall only use the commentaries provided by the Lender in order to provide explanations of the photographs. Any unavoidable amendments for the purposes of proofreading the text and translations of the commentaries shall be permitted, however, these shall have to be provided to the Lender firstly before they go for proofreading, and again once the final drafts are ready to go to print, to be approved by the Lender. Any commentaries must only be used in the form as approved by the Lender. The Lender shall not unreasonably withhold any such approval.
- 8.5 The Borrower shall be obligated to provide the Lender with two copies of the exhibition catalogue free of charge immediately upon the catalogue being published.

9. Return of the loan objects

- 9.1 The loan objects must be returned no later than the last day of the duration of the loan. In the event that the return of the loan objects is not effected without the Lender having given its written consent for this, then the Lender shall be entitled to have the loan objects collected at the Borrower's expense.
- 9.2 The Borrower shall not have any right of retention to any of the loan objects. Moreover, he shall be obligated to ensure that any rights of retention any of his contractual partners may have (lessors, agents) have been contractually waived, and shall completely indemnify the Lender in this respect. Evidence of compliance with this obligation shall be provided to the Lender upon request.
- 9.3 During the duration of the loan the Lender shall be entitled to declare the immediate rescission of this agreement for good cause, and to demand the early return of individual or all loan objects. Such good cause shall include in particular the Lender's own demands, danger to the safety or intactness of the loan objects, particularly where, in the reasonable opinion of the Lender, the transport or exhibiting of a loan object would endanger the condition of the loan object as far as conservation considerations are concerned, insolvency proceedings being commenced against the Borrower's assets, or where a bankruptcy petition has been dismissed due to lack of assets, as well as the breach of individual provisions of this agreement, despite

having been given no less than a further three days to remedy this. The requirement for such an additional period shall not apply where a significant provision of the Agreement has been breached, such as, in particular, provisions regarding the security of the loan objects and the conditions for conservation purposes, or where there would be danger in delay.

10. Reference to the Lender

- 10.1 Each loan object shall be clearly marked as being a loan object and make reference to the Lender.
- 10.2 The Borrower shall be obligated to ensure that the ownership of each loan object is clearly shown in the exhibition, in the exhibition catalogue, on labels, captions, and any other printed matter making reference to the loan objects, by stipulating the following evidence of title:

Creditline:

Esterhazy Privatstiftung, Burg Forchtenstein, Esterházy-Ahnengalerie

11. Lending fee

- 11.1 The object will be made available one time free of charge, without lending fee. The insurance costs are borne by the borrower.

12. Indemnity

- 12.1 The Borrower covenants to indemnify the Lender against any claims asserted against the Lender by any third parties in connection with the loan objects.

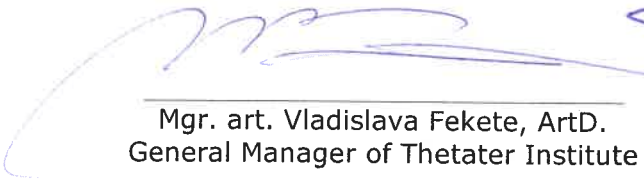
13. Miscellaneous

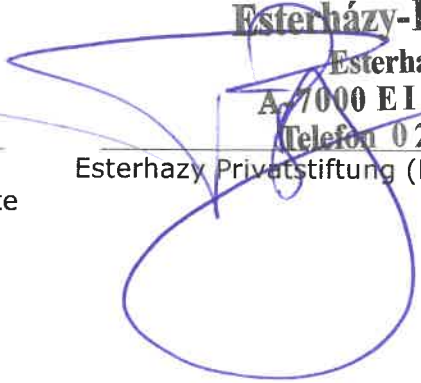
- 13.1 Any changes to and amendments of this agreement shall require the written form in order to be valid; any change to this requirement shall also have to be made in writing. There are no valid oral agreements supplementing this agreement. Any agreements that might have been agreed before this agreement was entered into, shall now be replaced by the provisions of the instant agreement.
- 13.2 The validity of this agreement shall not be affected by any individual provisions thereof being invalid, should that situation occur. Any invalid provision shall be substituted by such a valid and permissible provision as most closely resembles the economic intention of the invalid provision it substitutes.
- 13.3 Any costs, fees and other payments, in particular any legal transaction fees, involved in the setting up, execution (including any necessary documentation, etc.) and duration of this contract, shall be borne by the Borrower. In the event of a party being legally represented, each party shall bear the costs for such legal representation itself.
- 13.4 The contracting parties agree that the relevant court in Eisenstadt shall have exclusive jurisdiction over any disputes arising out of or in connection with this

agreement. This agreement shall be governed exclusively by Austrian law, excluding the international conflict of laws rules.

13.5 Both Lender and Borrower shall receive one copy each of this agreement.

Eisenstadt, dated 28. November 2019


Mgr. art. Vladislava Fekete, ArtD.
General Manager of Thetater Institute


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