

LOAN AGREEMENT

P.O.-box 74888
1070 DN Amsterdam
The Netherlands
Ref: BN4221

The undersigned:

Stichting Het Rijksmuseum, a foundation with its registered office at Hobbemastraat 20 in Amsterdam, acting on behalf of the State of the Netherlands and duly represented by its General Director Mr. T.D.W. Dibbits, hereinafter referred to as: "the Lender",

and

Národní galerie v Praze, with its registered office at Staroměstské náměstí 12 in Prague, duly represented by Ing. Ivan Morávek, MBA, General Director, hereinafter referred to as: "the Borrower", hereinafter jointly referred to as: "the Parties",

have agreed as follows:

The Lender lends the Borrower the following:

hereinafter referred to as "the Loan"

Credit line: Loan from the Rijksmuseum

RP-T-1959-289 has its own creditline: Rijksmuseum. Purchased with the support of the F.G. Waller-Fonds

1. Duration of the loan agreement

1. This agreement is entered into for the duration of the loan period.
2. In principle, the loan period coincides with the dates set out in this agreement, but is at any rate defined as: the period that commences upon the Loan being packed by the Lender or by the Borrower's shipping company at the Lender's premises and that expires upon the Loan being returned to the Lender and its condition has been checked.
3. Each renewal of the loan period requires the Lender's prior approval and will be confirmed in writing by the Parties prior to the expiry of the loan period. The insurance will be extended by the Borrower in accordance with the renewal.

2. Due care, conservation, safety

1. The Borrower shall take due care of the Loan and shall take all necessary precautionary measures in terms of storage conditions and security measures to ensure that the Loan is kept in the best possible condition.
2. Upon request, the Borrower will provide the Lender with an up-to-date facility report.
3. The Lender reserves the right to inspect the interior and facilities in terms of security, safety and climate control of the spaces where the Borrower will display the Loan or where it will store the Loan before and/or after the exhibition, or have such inspection carried out, prior to the opening of the exhibition, at the Borrower's expense, insofar as reasonable.
4. The exhibition space must be clean and ready for use before the Loan is to be put in place. If this is not possible, the Loan must be kept in a well-equipped warehouse.
5. The Loan may not be relinquished or transferred to third parties without the Lender's written consent.

3. Storage conditions

1. The following minimum conditions will be observed in respect of the storage conditions in the exhibition spaces

and warehouses:

- a) a relative air humidity of 53% +/- 5% must be maintained.
- b) the temperature must be maintained at a constant level of 20° C +/- 2° C.
- c) the Loan may only be displayed in spaces with artificial lighting.

Also, the light source must always have a UV filter. The maximum brightness may vary for different materials, but may never exceed 200 Lux (e.g. for oil on canvas) / 50 Lux (e.g. for paper and fabric).

2. The Lender may set further terms for the storage conditions, the manner of display and security, which terms must be agreed in writing.

4. **Liability and insurance**

1. The Borrower is liable for all damage to the Loan incurred or apparently incurred during the loan period, and for the loss or total loss and the reduction in value of the Loan.
2. The Borrower is required to take out an All Risks nail to nail insurance for the Loan, at its own expense, for the insured value set out in this Loan Agreement.
3. The Borrower is not liable for any damage to the Loan (i) caused by the Lender, (ii) due to the nature of or a defect in the Loan, or (iii) due to normal wear and tear. The Borrower is not liable for indirect or consequential loss (including, without limitation, loss of income).
4. The Lender will be included in the insurance policy as the co-insured / the beneficiary.
5. The insurance will explicitly state that the Lender will retain its title (to ownership) if the Loan is damaged or lost and the Lender receives compensation from the insurance company.

5. **Damage**

1. The Borrower will notify the Lender without delay of any damage to, loss or theft of the Loan.
2. The Borrower will not perform any repair or restoration work to the Loan without the Lender's written consent, unless immediate action is required to limit the damage or prevent loss.

6. **Packing and transportation**

1. The Lender determines the manner in which the Loan is to be packed. Depending on the agreements made between the Parties in this respect, the Loan will be packed by the Lender or by the shipping company engaged by the Borrower.
2. The Borrower or the shipping company engaged by the Borrower will pack the Loan before it is returned to the Lender and will follow the Lender's directions/instructions on this.
3. The Borrower is responsible for transporting the Loan from the Lender to the Borrower and back, and arranges the transportation with domestically or internationally recognised shipping companies specialising in works of art, which have been approved by the Lender.
4. Outward and return transportation will be accompanied by at least one courier, unless agreed otherwise. All costs relating to the work performed by the courier, including travel and subsistence expenses and daily reimbursements will be for the Borrower's account.

7. **Condition report**

1. Prior to the packing and transportation of the Loan to the Borrower, the Lender will prepare a condition report, which will accompany the Loan during the loan period. This condition report constitutes binding evidence of the Loan's condition at the time the Loan Agreement is concluded. If the Lender has not prepared a condition report, the Borrower will prepare a condition report upon receipt of the Loan, which report constitutes binding evidence of the condition of the Loan.
2. Based on the condition report referred to above, the Parties will check the condition of the Loan upon unpacking at the start and upon packing at the end of the loan period.
3. If the Borrower observes any discrepancy between the condition of the Loan and the condition report, the Borrower must immediately notify the Lender of this.
4. Immediately after the Loan has been returned the Lender will check whether the condition of the Loan accords with the condition report as described in paragraph 1. If the Lender observes any discrepancy between the condition of the Loan and the condition report, the Lender must immediately notify the Borrower of this.

8. **Costs**

1. The Borrower bears all costs arising from the loan agreement. These costs include, without limitation: packing, shipping, courier and insurance costs.

RIJKS MUSEUM

9. Catalogue

1. If the exhibition is accompanied by a catalogue, the Lender will receive two copies, which will be sent to the Lender's library.

10. Visual material

1. The Borrower may download existing high res visual material from the website: www.rijksmuseum.nl.
2. Visual material in specific file formats may be requested from the Photo Service department: <https://www.rijksmuseum.nl/en/photoservice>.
3. The Lender allows the Borrower to use the photographs for promotional and educational purposes within the context of the exhibition.
4. The Lender's prior approval in writing will be required for any use of the supplied visual material by the Borrower for other (commercial) purposes.
5. Images that have been made available will at all times be accompanied by the following source reference: Loan from the Rijksmuseum.
6. The Borrower will respect any copyrights on the Loan and is responsible for requesting permission for the use of visual material. The Borrower indemnifies the Lender against claims by third parties on account of any unlawful use of images of the Loan.

11. Further provisions

1. The Parties will keep all information relating to the Loan strictly confidential and will not disclose any details to third parties, save for the parties with whom the Parties cooperate within the framework of the Loan.
2. Neither Party will transfer any part of or its obligations under this agreement without the other Party's prior written consent, and such consent will not be withheld on unreasonable grounds.
3. This agreement and the documents that it refers to constitute the entire agreement and supersedes all previous agreements between the Parties on the subject of this agreement.
4. This agreement may be amended only by means of a document in writing, signed by an authorised representative of each of the Parties.
5. Each Party will inform the other Party without delay of any circumstance or situation requiring an amendment to the agreement or an entirely new agreement.

12. Applicable law

1. This agreement is governed by Dutch law.
2. Any and all disputes arising from this agreement will be submitted to the District Court in Amsterdam.

Agreed, drawn up in duplicate and signed,

Place:

Date:

11 JUL 2019

Place

Amsterdam

Date

August 19, 2019

Name: Ing. Ivan Morávek, MBA
Position: General Director
Institution: Národní galerie v Praze

T.D.W. Dībbits
General Director
Rijksmuseum

Please send a signed copy of this agreement to:

Rijksmuseum
Attn. Archives
P.O. Box 74888
1070 DN AMSTERDAM
The Netherlands