

SPONSORSHIP AGREEMENT

Between

National Gallery in Prague

Staroměstské nám. 12, 110 15 Prague

IČ: 00023281

Name of Bank: ČNB

Bank Account No: 050008-0008839011/0710

- hereinafter referred to as the "**Organiser**"

and

Clearstream Operations Prague s.r.o.

Sokolovská 662/136b, 186 00 Praha 8

IČ 28392558

Registered with the Municipal Court in Prague, File No.: C 138331

- hereinafter referred to as the "**Sponsor**"

The Organiser and the Sponsor are herein collectively referred to as the "**Parties**" or individually a "**Party**".

Recitals

The Organiser intends to organise and host the exhibition of photographs of Jitka Hanzlová named TWO SILENCES (the "**Exhibition**"), which shall take place at the Trade Fair Palace in Prague, from 15.11.2019 to 16.02.2020.

The Sponsor wishes to be a sponsor of the Exhibition. The Sponsor is a company belonging to Deutsche Börse Group.

Now, therefore, the Parties agree as follows:



1 Appointment of the Sponsor and Sponsorship Fee

- 1.1 The Organiser hereby appoints the Sponsor as sponsor of the Exhibition. The Sponsor hereby accepts its appointment.
- 1.2 The Sponsor agrees to pay the Organiser the amount of CZK 625.000,- (in words: [sixhundredtwentyfivethousand Czech Crowns) excluding VAT and any other applicable local tax (the "**Sponsorship Fee**").
- 1.3 The Sponsor agrees to pay in full the Sponsorship Fee within thirty (30) upon the signature of this Agreement by both Parties on the Organiser bank account
- 1.4 The Sponsor accepts and acknowledges that a timely payment of the Sponsorship Fee is an essential element of the Agreement and that the Organiser's obligations hereunder are subject to the timely receipt of the Sponsorship Fee from the Sponsor.
- 1.5 In the event that the Exhibition is cancelled for any reason, the Organiser will return to the Sponsor the Sponsorship Fee within ten (10) days after the decision on cancellation of the Exhibition.

2 Sponsorship benefits and promotion of the Exhibition

- 2.1 In consideration for the Sponsorship Fee, the Sponsor shall be entitled to the following rights and publicity before and during the Exhibition:
 - 2.1.1 Placing of Logo on all Exhibition related prints (including, without limitation: invitations, banners, posters, flyers, catalogues, press announcements, press map, websites, social media etc). The Logo of an adequate size will be placed/located according to Sponsor's corporate identity guidelines.
 - 2.1.2 Acknowledgement of the Sponsor on the press conference and in the press map
 - 2.1.3 Attendance of the Sponsor at the Exhibition opening (including a short greeting word by a representative of the Sponsor).
 - 2.1.4 6 catalogues (for free)
 - 2.1.5 Opportunity to host an event in the museum/exhibition hall during the Exhibition at the date at the Sponsor discretion (agreed by the Parties) (whereas no payment (for a rent, security, entrance fee etc) will be charged. Event related costs (such as catering etc) will bear the Sponsor
 - 2.1.6 Gratuitous entrance and guided Exhibition tour for all employees of the Sponsor and of the employees of the company Deutsche Börse Services s.r.o. (a list of relevant employees and guests will be provided by the Sponsor in advance). (Preferable at the opening time from Tuesday to Sunday, 8:00 – 18:00. Space is limited with the recommendation of 50 people per group)
- 2.2 The Sponsor is entitled to use its sponsorship for the Exhibition for the purpose of a custom marketing campaign to its clients and potential customers highlighting its participation.

The rights set forth in clause 2 are hereinafter referred to as "**Event Sponsorship Rights**".
- 2.3 The Organiser will hand over to the Sponsor a documentation evidencing provided sponsorship benefits and promotion under this Agreement within ten (10) days after the end of the Exhibition.

3 Logo and Advertisement

- 3.1** The Sponsor shall provide its company logo(s) (the “**Logo**”) in the context of its Event Sponsorship Rights pursuant to clause 2.1 via e-mail in .EPS format (or any other format requested by the Organiser) to the Organiser at the latest before the October 5. The Organiser shall not use any other than the Logo delivered by the Sponsor. Before printing/publishing a document, the Logo and its placement has to be approved by the Sponsor (whereas two working day approval deadline will be applicable).
- 3.2** The Organiser shall not liaise the Logo with one of the Sponsor’s competitors or any product being incompatible with the image and reputation of the Sponsor (such as tobacco, alcohol).

4 Intellectual Property

- 4.1** For the purpose of this clause 4, “**IP Rights**” means the registered and unregistered trade marks, device marks, logos, distinctive signs, corporate names, trade names, software, copyrights, domain names, know-how, trade secrets, database rights and any other intellectual property rights, registered and unregistered, held and/or controlled by the Organiser or the Sponsor and incorporated in or stored on any of its processes, business procedures, manuals, attendee packs, presentations, adverts, brochures, reports, documents, software programs, website content, displays, media, or any other means or carrier including, for the avoidance of doubt, the Logo.
- 4.2** Except for the rights granted under clause 4.2.1. and 4.2.2 hereof, the Parties acknowledge that they do not have any right, title or interest in or to the IP Rights of the other Party and they shall not knowingly do or permit anything to be done in connection with the IP Rights of the other Party – other than as provided in the Agreement – which could jeopardise the validity, enforceability or goodwill of such IP Rights.
- 4.2.1** The Sponsor grants the Organiser a non-exclusive, limited in time on the term of this Agreement, royalty-free licence to use and exploit the IP Rights of the Sponsor solely for the purposes of this Agreement.
- 4.2.2** The Organiser grants the Sponsor a non-exclusive, royalty-free licence to use and exploit the IP Rights of the Organiser with respect to the Exhibition including any related material, as far as necessary for the purposes of this Agreement (e.g. the promotion of the Exhibition).
- 4.3** The Organiser shall indemnify the Sponsor against any liability, loss, damages, costs or other expenses directly or indirectly incurred or suffered by the Sponsor as a result of the use of any IP Rights of the Organiser infringing any third party intellectual property rights and the Organiser shall hold the Sponsor harmless for any claims arising out of or in relation to the use of the IP Rights of the Organiser, provided and to the extent that the Sponsor has used such IP Rights in accordance with the provisions of the Agreement.

5 No Investment Recommendation

The Organiser shall not make any investment recommendation in connection with the name and/or the logo of the Sponsor and ensures that the Sponsor will not be linked to any such investment recommendation.



6 Termination

- 6.1 Either Party may terminate the Agreement for good cause with immediate effect in the event that the other Party:
- 6.1.1 commits any serious breach of the Agreement or of any statutory legal provision directly or indirectly relevant for the execution of this Agreement and that breach (if capable of remedy) is not remedied within 5 working days of notice being given by the other Party requiring the breach to be remedied.
 - 6.1.2 an order is made or a resolution is passed for the winding-up of the other Party or an order is made for the appointment of an administrator to manage the affairs, business or property of the other Party or a receiver and/or manager or administrative receiver is appointed, or a petition for bankruptcy of the other party is filed or the other Party ceases to carry on business.

7 Effects of Termination

- 7.1 The termination of the Agreement, howsoever caused, shall result in the undertaking of the Organiser to reimburse the Sponsorship Fee if already paid. Vice versa, the Sponsor will not be entitled to any Event Sponsorship Rights. Neither Party shall have any further obligation to the other under the Agreement.

8 Liability

- 8.1 The Parties agree that the Sponsor does not assume any liability for the organisation, execution and the contents of the Exhibition and vis-à-vis any third party, in particular any attendees and suppliers of the Exhibition except for any case of wilful misconduct unless stated otherwise in this Agreement. The Organiser shall hold the Sponsor harmless for any claims arising out of or in relation to this Agreement and the Exhibition.

9 Confidentiality and Data Protection

- 9.1 The Parties undertake to keep any documents, information or data, which they have obtained (or become aware of) by virtue of, or during the course of their cooperation, secret, and to protect said data against unauthorised access, both during and after the term of the Agreement. This shall not apply in cases where this obligation explicitly conflicts with the content and objective of this Agreement.
- 9.2 The Parties shall also impose any agreed duties of confidentiality on all persons or companies entrusted by the Parties with any information or services agreed hereunder. The Parties shall be authorised to disclose information to entities within their respective group of companies, to the extent that this is operationally necessary, and provided that no external disclosure takes place.
- 9.3 The duty of confidentiality does not apply to information:
- 9.3.1 which is already in the public domain, was already known to the Parties or was published at a later time by the disclosing Party; or
 - 9.3.2 which was independently developed by one Party without knowledge or use of equivalent information owned by the other Party; or
 - 9.3.3 which was disclosed by a third party that was authorised to do so, and was not subject to any duty of secrecy; or



- 9.3.4 whose disclosure is mandated by law or official order by state entities, provided that the other Party has been notified thereof in writing prior to such disclosure; or
 - 9.3.5 which is disclosed to persons who are under a statutory duty of secrecy by virtue of their profession.
- 9.4 The Parties agree to treat the content of this Agreement as confidential, particularly the performance owed hereunder. Any disclosure of contractual provisions of whatever kind vis-à-vis third parties shall only be permissible with the express prior written consent of the other Contracting Party, to protect the legitimate interests of one or both Parties or should mandatory statutory provisions so require.
- 9.5 This confidentiality obligation shall exist indefinitely, unless the Parties agree otherwise.

10 Miscellaneous

10.1 Amendments and Waivers

- 10.1.1 No amendment to the Agreement shall be effective unless it is made in writing and signed by all Parties or their duly authorised representatives.
- 10.1.2 No failure or delay of a Party to exercise any right or remedy under the Agreement shall be considered as a waiver of such right or remedy, or any other right or remedy under the Agreement, nor shall any partial exercise of any right or remedy under the Agreement preclude any further exercise thereof or the exercise of any other right or remedy under the Agreement.
- 10.1.3 Neither Party will be liable for the non-fulfilment of any part of the Agreement if it arises as a direct result of non-fulfilment by the other.

10.2 Notices

Any notice in connection with the Agreement must be in writing and shall be validly given if delivered by hand, sent by courier (with receipt of delivery) or sent by registered mail to the postal addresses set out on the first page of the Agreement.

10.3 Assignment

No Party shall assign and/or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party. In case of such consented assignment or transfer, the assignor or transferor shall remain bound – jointly with the assignee or transferee – by the obligations set forth in the Agreement.

10.4 Non-validity

- 10.4.1 If a provision of the Agreement is found to have become invalid or non-enforceable, then this provision shall be without effect and will be regarded as not forming part of the Agreement, but without affecting any other provisions of the Agreement.
- 10.4.2 In such event the Parties will use all reasonable efforts to negotiate in good faith a valid replacement provision, whose effect must have an economic and legal effect as similar as possible to that of the provision which is unenforceable or invalid.

10.5 Force Majeure

- 10.5.1 If unforeseen circumstances arise in relation to the performance of the Agreement which by their nature are such that the maintenance of the Agreement in its current form cannot reasonably and fairly be required, then the Parties, at the request of the willing Party, must consider making a change to the requirements and provisions of

the Agreement which will come closest to achieving the goals which the Parties were aiming at when initiating the Agreement.

10.5.2 The obligations of each Party under the Agreement shall be suspended during the period and to the extent that the Party is prevented or hindered from complying with them by any cause beyond its reasonable control including compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of equipment or machinery, difficulty or increased expense in obtaining suitable conference locations, materials, electricity or internet access.

10.6 Entire Agreement

The Agreement contains the entire agreement between the Parties with respect to its subject matter and replaces and annuls all prior agreements, communications, offers, proposals or correspondence, oral or written, exchanged or concluded between the Parties relating to the same subject matter. The Agreement is an outcome of negotiations of both Parties. The Parties agree that provision of Section 557 of Act no. 89/2012 Coll., civil code, as amended, shall not apply.

10.7 Governing law

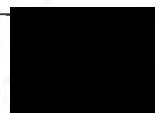
The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Czech law.

10.8 Register of Contracts

This Agreement is subject to publication obligation pursuant to Act No. 340/2015 Coll., Register of Contracts Act. The Parties agree that publication shall be made by the Organiser. Both Parties acknowledge that only information, which shall not be published, are those that cannot be disclosed under the rules governing free access to information. If the Sponsor considers that certain information specified in this Agreement shall not be published in the Register of Contracts, he is obliged to notify the Organiser in writing upon signing of this Agreement.

10.9 Counterparts

The Agreement will be signed in two (2) originals, the Organiser and the Sponsor each acknowledging receipt of its own original.



National Gallery in Prague

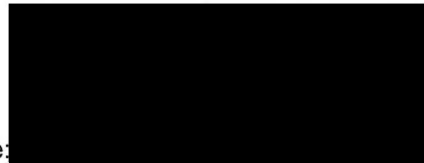


Name: Ing. Alena Anne-Marie Nedoma

Title: General Director

Date:

Clearstream Operations Prague s.r.o.



Name:

Title: General Manager

Date:



Name:

Title: General Manager

Date: 3.10.2019

