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| **ADVERTISEMENT AGREEMENT** | | | | |
| **Item 1**  Party Details |  | **Frieze** | | **Advertiser** |
| **Name** | Frieze Publishing Limited | | CZECH PHILHARMONIC  GALERIE RUDOLFINUM |
| **Company**  **number** | 02609458 | | CZ00023264 |
| **Address** | 1 Surrey Street London WC2R 2ND United Kingdom | | Alsovo nabrezi 12  110 00 Prague Czech Republic |
| **Email** | [Lisa.gersdorf@frieze.com](mailto:Lisa.gersdorf@frieze.com) | | [ostadalova@rudolfinum.org](mailto:ostadalova@rudolfinum.org) |
| **Item 2**  Magazine | Issue | | 224 | |
| Publication Date | | 22 December, 2021 | |
| Size | | ½ page | |
| Deadline | | 15 November, 2021 | |
| **Item 3**  Magazine | Issue | | 226 | |
| Publication Date | | 23 March, 2022 | |
| Size | | ½ page | |
| Deadline | | 22 February, 2022 | |
| **Item 4**  Magazine | Issue | | 230 | |
| Publication Date | | 28 September, 2022 | |
| Size | | ½ page | |
| Deadline | | 30 August, 2022 | |
| **Items 5**  Magazine | Issue | | On-View issue 226-233 | |
| Publication Date | |  | |
| Size | |  | |
| Deadline | |  | |
| **Item 6**  Fees | Advertiser agrees to pay the Fees (plus VAT or any applicable sales tax) set out below on or before the due date specified in the relevant invoice.  €7.751 | | | |
| **DATED** | 27 October, 2021 | | | |
| Please sign below in acceptance and agreement of the terms and to confirm Ad booking:  Signed by a duly authorised officer **SIGNED** by **ADVERTISER**  of **FRIEZE PUBLISHING LIMITED**: in the presence of:  Signature Signature  Name Lisa Gersdorf Name  Position Media Sales Manager | | | | |

**Terms**

1. Frieze Publishing Limited (**Frieze**) accepts publication of Ads (as defined below) on the terms set out herein (**Terms**).
2. These Terms apply to: (i) print advertisements in any magazine titles published by Frieze from time to time (**Magazines**) and digital advertisements on [www.frieze.com](http://www.frieze.com/) (**Website**) and in Frieze e- newsletters (**Newsletters**), (together **Ads**).
3. By making a booking, **Advertiser** (the person making the booking for the Ad whether they are the owner of the product or service referred to in the Ad or the advertising agency or media buyer for such owner) accepts and agrees to be bound by these Terms in full.
4. Materials for any Ad (**Artwork**) must adhere to Frieze’s technical specifications and be delivered to Frieze by the Artwork Deadline. If replacement Artwork is delivered after the Artwork Deadline, the original Artwork will be inserted unless Frieze confirms otherwise in writing. Frieze has the right to charge additional fees for difficult composition or major alterations to Artwork and layout. Frieze will not

be liable for Ads being printed or published incorrectly as a direct result of bad artwork.

1. Advertiser grants to Frieze a world-wide, perpetual, irrevocable, non- exclusive, fully paid licence to use and reproduce the Artwork for the purposes of publishing the Ads in any media.
2. Frieze has the right to: (i) reject, exclude, cancel or require any Artwork or Ad to be amended that does not conform to the Magazine or Website standards (together, the **Platforms**), is not compliant with the technical specifications in clause 4, or that Frieze considers unsuitable or contrary to these Terms; and (ii) remove, not print, suspend or change the position of any such Ad.
3. Frieze has the right to position Ads in its sole discretion, requests for specific position will be met as far as possible and may incur extra cost.
4. Frieze may refuse to publish any Ad for Advertiser who has not paid any sums due for any Ads. Advertiser will remain responsible for all outstanding charges.
5. All first-time Advertisers must prepay for print Ads before publication. All first-time digital Ads must be paid in full by Advertiser before the first Live Date. All other Ads must be paid by Advertiser for in full within 30 days of Invoice Date. Frieze reserves the right to charge 5% monthly interest on overdue amounts.
6. Frieze will exercise reasonable care in preparing and publishing the Ads. Frieze will not be liable for any additions, changes, deletions, delays in publication or withdrawal of any Ads required by any authority responsible for the regulation of print or digital advertising.
7. Frieze will make every effort to match the colour of Comalin and MatchPrint proofs set to the request Fogra standards for a print Ad, but makes no guarantee to match colour inkjet or laser printouts.
8. Advertiser represents and warrants to Frieze that: (i) any information supplied in connection with the Ad (including the Artwork) is accurate, complete, true and not misleading; (ii) it has obtained the consent of any living person whose name or image (in whole or in part) is contained in any Ad; (iii) the Ad (including any landing page and/or destination site lined to from the Ad (**Advertiser’s Site**)) is legal, decent, honest and truthful, is not contrary to the provisions of any applicable law, regulation or code of practice (including the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (the “CAP Code”) in those markets in which the Ad may be accessed and all other codes, guidance or regulations under the general supervision of the UK Advertising Standards Authority and/or the UK Office of Fair Trading), are not libellous, obscene or otherwise objectionable and do not infringe any common law or statutory copyright, right of privacy or other right of any other person, firm or corporation; (iv) the Ad (including Advertiser’s Site) will not be prejudicial to the image or reputation of Frieze, its affiliates, the Platforms and Frieze Fairs, and will not contain anything which Frieze in good faith considers to be offensive or otherwise inappropriate; (v) all Ads submitted for publication online (including any Advertiser’s Site) will be free of any viruses, adware, malware, bit torrents and not cause an adverse effect on the operation of the Website; (vi) all digital Ads comply with the standards for online advertising published by the Coalition for Better Ads and the “L.E.A.N.” best practice principles for online advertising standards published by the IAB UK; and (vii) any Advertiser’s Site will have a conspicuous privacy policy which complies with all applicable data protection and privacy laws, regulations and codes of practice.
9. Where any third party claims that any Ad infringes the intellectual property rights of a third party: (i) Advertiser shall notify Frieze immediately; and (ii) Frieze may modify, delete or replace any part of the Ad in accordance with clause 6.
10. Where Advertiser is an advertising agency or media buyer, Advertiser warrants that it is authorised by the owner of a product or service to place the Ad with Frieze and Advertiser will indemnify Frieze for any claim made by such owner against Frieze.
11. Advertiser acknowledges and agrees that discrepancies of up to 10% regarding the number of impressions served are common due to a variety of technical reasons. In the event of any disagreement regarding the number of impressions served, Advertiser agrees that the figures provided by Frieze’s applicable third party provider will be final and binding.
12. If the number of impressions served during the Live Period is more than 10% less than the number of impressions booked, Frieze shall, as Advertiser’s sole remedy, and provided Advertiser has notified Frieze in writing of such under-delivery, continue to serve the Ads after the end of the Campaign Period until the number of booked impressions is reached. Frieze will not be liable for over-delivery of impressions (including without limitation in relation to any ad-serving costs).
13. If any advertising assets are received by Frieze more than 24 hours after the Deadline, Advertiser waives the right to complete fulfilment of the number of impressions booked.
14. If a booked Ad is not published at all solely due to a mistake on Frieze’s part, Frieze will try to offer an alternative publication date(s). If the alternative date(s) is not accepted, the original booking will be cancelled and Advertiser shall be entitled to a full refund if Advertiser has paid in advance for the Ad. This shall be Advertiser’s sole remedy for failure to publish the Ad.
15. Frieze shall not be liable for loss of profit, opportunity, goodwill, reputation, anticipated saving, revenue, indirect or consequential loss or damage arising out of or in connection with this Agreement. Frieze’s maximum total liability under this Agreement shall not exceed the Fees for the Ad actually paid by Advertiser.
16. In respect of Ads on the Website, Frieze does not guarantee continuous, uninterrupted access by users of the Website but will use reasonable efforts to provide this.
17. Frieze will not be liable for any failure, delays or losses affecting production or publication of any Magazine or the transmission of the Website or the Newsletters and any Ads contained in them due to any circumstance not within the reasonable control of Frieze.
18. Advertiser indemnifies Frieze fully in respect of any costs, claims, damages, losses or liabilities of any sort suffered or incurred by Frieze arising directly or indirectly from the production or publication of any Ad.
19. Advertiser may cancel an Ad by written notice to the Frieze Contact 3 business days prior to the Artwork Deadline for digital Ads and 5 business days prior to the Booking Deadline for print Ads. Cancellation will only be effective on confirmation of receipt by the Frieze Contact. All cancellations after a Deadline will incur a 50% cancellation fee.
20. Each party agree to keep confidential the terms of this Agreement.
21. Advertiser agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in the performance of this Agreement. Advertiser agrees not to take any actions which will cause Frieze to be in violation of any law or regulation of any jurisdiction.
22. Advertiser may not assign or transfer its rights under this Agreement. A person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 (UK) to rely upon or enforce these Terms. If Frieze fails or delays in exercising its rights or remedies provided by these Terms, it shall not be deemed to have waived that or any other right or remedy under these Terms.
23. Nothing in these Terms shall be deemed to constitute a relationship of principal and agent, a partnership, joint-venture, or co-ownership. Neither party shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same. These Terms constitutes the entire agreement and understanding of the parties relating to the Ads. These Terms shall not be modified or varied without the written consent of the parties.
24. This Agreement (and any dispute arising out of or in connection with it, whether contractual or non-contractual) shall be governed by and construed in accordance with the laws of England and each party irrevocably submits to the exclusive jurisdiction of the English courts.