hs D/0624/2017

Sponsorship Agreement

E 44 2014

between

Tiroler Glashütte GmbH Weissachstrasse 28-34 A-6330 Kufstein, Austria hereinafter referred to as "**Riedel**" on one side

and

Museum of Glass and Jewellery in Jablonec nad Nisou

U Muzea 398/4

CZ-466 01 Jablonec nad Nisou, Czech Republic hereinafter referred to as the "**Museum**" on the other side

Whereas

- A. The Museum of Glass and Jewellery is promoted by the Ministry of Culture of the Czech Republic. The Museum was established in 1904. The Museum is the only museum specializing in glass and jewellery in the Czech Republic. It has the largest exhibition of historical and contemporary glass in the Czech Republic and the largest exhibition of jewellery in the world.
- B. The Museum also operates an exhibition in the glass workers' settlement Kristiánov and currently designs there a special pathway, which shall consist of eleven stops leading from the municipally of Kristiánov to the main building of the Museum and which shall in particular contain graphic works, maps, texts in German and English and specific installations (the "**Pathway**"). Further, there shall be a promotional list including graphic works, prints, small presents etc.

C. Riedel intends to make a financial contribution to the Museum to be used for the Pathway.

Now, therefore the Parties agree as follows:

1. The Financial Contribution.

- 1.1. Riedel will make a onetime financial contribution to the Museum in the total amount of EUR 15,000 (Euro fifteen thousand; the "**Contribution**"). The Contribution shall be the gross amount and includes any VAT and other taxes or fees, if applicable.
- 1.2. The Contribution shall be transferred to the Museum's bank account () within 14 days after the signing of this Agreement by the Parties.
- 1.3. The Contribution shall be used by the Museum for the Pathway.

2. References to the Financial Contribution.

- 2.1. The Museum undertakes to ensure that each stop of the Pathway and the promotional list as indicated in Whereas-Clause B will contain the following information: "The trail was realized thanks to the generous financial support of Georg J. Riedel". Such information shall be made in clearly visible typewriting in order to provide for an appropriate information about the Riedel's Contribution.
- 2.2. The financial support of Riedel shall be also mentioned in press releases prior to the opening of the Pathway, which is scheduled for May 2017, as well as on the websites of the Museum and in catalogues or any other publications of the Museum, where sponsors and patrons of the Museum are mentioned.
- 2.3. Riedel shall be entitled to mention the financial Contribution/support in promotional materials and on social media to be chosen by Riedel in its sole discretion (including but not limited to promotional materials of Tiroler Glashütte GmbH and its affiliates and in other media presentations).
- 2.4. The Museum shall deliver to Riedel photographs of the Museum and the Pathway (in particular including the information concerning the Contribution) in digital format. By delivering such photographs, Riedel shall be granted a non-exclusive, perpetual, worldwide, transferrable, sub-licensable and royalty free right to use these photos for whatever (including commercial) purposes as well as the right to adapt such photographs. Such exploitation rights shall comprise all currently known and future, also electronical exploitation methods (including Social Media). The Museum warrants that such photographs and the use of them in accordance with this

Agreement shall not violate any third parties' rights whatsoever and shall hold Riedel completely harmless in this respect.

3. Applicable Law.

This Agreement shall be exclusively governed by and construed in accordance with Austrian law. Any claims or disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts competent for Kufstein, Austria.

4. Miscellaneous.

- 4.1. This Agreement constitutes the entire Agreement between the Parties as to its subject matter. By this Agreement all prior agreements and any other communications between the Parties in this respect are void.
- 4.2. This Agreement may not be modified except by a written addendum signed by the Parties. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by the waiving Party.
- 4.3. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the Parties shall establish a valid provision, whose economic effect comes as close as possible to the invalid provision.

IN WITNESS whereof the Parties have executed this Agreement as of the date set out below.



Tiroler Glashütte GmbH

Represented by Mr. Georg Riedel



Museum of Glass and Jewellery in Jablonec nad Nisou

Represented by: MILADA VALBCKOURS