

- Object 3: Quiver
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXX
XX
XXXXXXXXXXXXXXXXXXXX
at a value of EUR XXXXXXXXX
- Object 4: Pair of drums
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXX
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XXXXXXXXXXXXXXXXXXXX
at a value of EUR XXXXXXXXX
- Object 5: Helmet
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXX
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XXXXXXXXXXXXXXXXXXXX
at a value of EUR XXXXXXXXX
- Object 6: Ceremonial shield
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
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XXXXXXXXXXXXXXXXXXXX
at a value of EUR XXXXXXXXX
- Object 7: Chain mail shirt
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXX
XX
XXXXXXXXXXXXXXXXXXXX
at a value of EUR XXXXXXXXX
- Object 8: Scabbard
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXX
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XXXXXXXXXXXXXXXXXXXX
at a value of EUR XXXXXXXXX
- Object 9: Gun
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXX
XX
XXXXXXXXXXXXXXXXXXXX
at a value of EUR XXXXXXXXX
- Object 10: Part of a horsewhip
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXX
XX
XXXXXXXXXXXXXXXXXXXX
at a value of EUR XXXXXXXXX

- 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, re-touching, 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 [XXXXXXXXXX], 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 [XXXXXXXXXX] or by fax to the following fax number [XXXXXXXXXX]. 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. The objects have to be presented in locked vitrines.

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 lender will be obliged that all loan objects are presented in coloured photographs in the planned exhibition catalogue.
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

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

České Budějovice, dated 22. June 2018

Eisenstadt, dated 21. June 2018

The National Institute for the
Protection and Conservation of Monuments

Esterházy Privatstiftung (FN 105515 w)