



**HOUSE of
LOBKOWICZ**

GENERAL TERMS AND CONDITIONS
TO REPRODUCTION RIGHTS AGREEMENTS

- I. These General Terms and Conditions (“GTC”) shall apply to Reproduction Rights Agreements, Reproduction Rights Agreements for Study Purposes and to all agreements, based on which the reproduction rights shall be granted (hereinafter collectively referred to as “**Agreement**”) concluded between the applicants (“**Applicant**”) and either (i) **Lobkowicz Collections, o.p.s.**, with its registered office at Nelahozeves Castle 1, Nelahozeves, Post Code 277 51, Czech Republic, Business identification number (IČO): 25734857, registered with the Register of Public Benefit Corporations maintained by the Municipal Court in Prague, Section O, Insert 94 (“**Lobkowicz Collections**”), or (ii) **Lobkowicz Events Management, s.r.o.**, Business Identification Number (IČO): 267 47 367, registered by the Municipal Court in Prague, Section C, Insert 91138, with its registered office at Nelahozeves Castle 1, 277 51 Nelahozeves, Czech Republic (“**LEM**”, Lobkowicz Collections and LEM hereinafter collectively referred to as “**Grantor**”, the Applicant and the Grantor hereinafter collectively referred to as “**Parties**” or individually as “**Party**”).
- II. Unless is stated in the Agreement otherwise, the terms used in the Agreement shall have similar meaning as in these GTC.
- III. The terms and conditions of the Agreement and these GTC becomes effective and are binding the Grantor only upon its approval and execution of the Agreement.
- IV. All communications between the Applicant and the Provider shall be carried out by the statutory bodies of the Parties and contact persons determined in the Agreement. Any communication on behalf of the Applicant not carried out by the designated person(s) shall not be taken into account.
- V. Unless is stated in the Agreement otherwise, the License is royalty-free, the Applicant shall bear only the costs incurred in relation to acquiring the Reproductions of Items in the amount and term specified in the Agreement as the Applicable service fee. Any costs related to the payments under the Agreement shall be borne by the Applicant. The Grantor is not obliged to provide the Applicant with the Reproductions of Items before the Applicable services fee (or License’s, if it was agreed) is paid, nor it is in default with fulfilment of any other obligations under the Agreement. Such Applicant’s default with payment according to the preceding sentence prolongs the date of delivery of the Reproductions of Items by the period of this default.
- VI. The Grantor shall deliver Reproductions of Items to the Applicant in the term stipulated in the Agreement. Unless it is agreed in the Agreement otherwise, the Reproductions of Items shall be provided in digital form through the platform

www.wetransfer.com or any other platform determined by the Provider to the Applicant's contact e-mail address stipulated in the Agreement. The Applicant acknowledges and agrees that the term of delivery of the Reproductions of Items stipulated in the Agreement shall apply only to Reproductions of Items which the Grantor already have in the requested form and quality. In case of the Reproductions of Items which the Grantor does not have in the request form and/or quality, the Grantor shall notify the Applicant about it and is entitled to unilaterally set the delivery date of such Reproductions of Items which should not be longer than 6 months.

- VII. The Applicant expressly acknowledges and agrees that the Grantor does not assign to the Applicant the rights to exercise the intellectual property rights to the Reproductions of Item, but provides it only with non-exclusive License in the extent specified in the Agreement. All intellectual property rights relating to or subsisting in any Reproductions of Items provided under the Agreement shall remain the sole and exclusive property of the Grantor.
- VIII. The Applicant is entitled to use the Reproductions of Items in the extent stipulated by the License. The Applicant is not namely entitled to (i) interfere with, modify or otherwise change the Reproductions of Items or their individual parts, except for the incorporation of the Reproductions of Items in the Publication, if applicable, or in other work, in which the Reproductions of Items are to be incorporated pursuant to the Agreement, (ii) remove any copyright or trademark ownership indications or markings or other indications or markings in the Reproductions of Items, (iii) make available the Reproductions of Items to third parties, or (iv) use the content of Reproductions of Items for concerts and recordings, if such Reproductions of Items contain any material such as notes etc. that can be turned to music or used for music; in order to make the necessary changes, the Applicant shall contact the Grantor and negotiate the conditions for making the necessary modifications in the form of a special agreement (or an addendum to the Agreement). In the event of a breach of the obligation set out in the preceding sentence by the Applicant, the Grantor is entitled to the (a) contractual penalty in the amount of CZK 250,000 (in words: two hundred and fifty thousand Czech crown) for each individual breach of obligations stipulated in the first sentence of this Art. VIII. points (i), (ii) and (iv), and (b) contractual penalty in the amount of CZK 500,000 (in words: five hundred thousand Czech crown) for each individual breach of obligation stipulated in the first sentence of this Art. VIII. point (iii). The right of the Grantor to claim the compensation of any harm remain by the withdrawal and payment of the contractual penalty according to this Article unaffected.
- IX. The Applicant shall be liable for any and all harm caused to the Grantor or to the third-party in connection with or arising from the Agreement pursuant to the respective provisions of applicable legal regulations. The Grantor shall only be liable to the Applicant for the harm (i) which is caused by intent or gross negligence of the Grantor, or (ii) which is caused by injury to life, body or health caused by the Grantor. In case of the liability of the Grantor pursuant to the preceding sentence, the Applicant shall be authorized to claim compensation only for the actual damage caused and not for

lost profit (lost profit shall, for the purposes of these GTC, mean loss of business opportunity, impossibility to use property, loss of production, etc.).

- X. The Grantor may terminate the Agreement with immediate effect, if the Applicant (i) uses the Reproductions of Items in the extent beyond the agreed scope of License, namely for other purpose or higher quantity than stipulated in the Agreement, or (ii) uses the Reproductions of Items in the manner, which is able to cause harm on goodwill of the Grantor or Lobkowicz family, (iii) the Applicant breaches its other obligations stipulated in the Agreement and these GTC, or (iv) the Applicant is in delay with any payment under the Agreement more than 15 days; in such a case, the Applicant shall immediately stop the use of License and Reproductions of Items, including the withdrawal from circulation of (i) all Publications, if applicable, or (ii) other works with incorporated or used Reproductions of Items, and shall, upon the Grantor's written request, return to the Grantor any documents, information, pictures, materials, data etc. related to the Reproductions of Items which the Grantor provided to the Applicant based on or in connection with the License without undue delay, this all at own expenses and without entitlement to any compensation from the Grantor. For the purpose of this Article, by written request shall also be meant an e-mail sent to the Applicant on e-mail address of contact person stipulated in the Agreement and such e-mail is deemed to be delivered once it is despatched from the Grantor's e-mail address. In case of a breach of any of obligations stipulated in the preceding sentence by the Applicant, the Grantor is also entitled to a contractual penalty in the amount of CZK 250,000 (in words: two hundred fifty thousand Czech crowns) per each breach. The right of the Grantor to claim the compensation of any harm remain by the withdrawal and payment of the contractual penalty according to this Article unaffected.
- XI. The Grantor is not in default with performance of its obligations stipulated in the Agreement, nor is liable for any harm caused to the Applicant or obliged to pay any contractual or other penalty, if such default and/or harm is caused due to force majeure. As force majeure ("**Force majeure**") is considered any circumstance that the Parties could not influence and foresee in any way, such as namely, but not exclusively, governmental measures restricting travelling, a strike, a natural disaster, a blackout, terrorism, interference by state institutions or institutions associated with Prague Castle (Office of the President, Military Office of the President of the Czech Republic, etc., and organizations subordinated to them), epidemics or other similar unforeseen events. The Grantor is obliged to notify the Applicant about such Force majeure without undue delay. Each Party is entitled to terminate the Agreement upon written notice addressed to the other Party with immediate effect, if the Force majeure event lasts for one (1) month at the least, however, before its end at the latest; if the Applicant terminates the Agreement pursuant to this Article, it is obliged to reimburse the Grantor only for the already incurred non-refundable costs of the Grantor related to the performance of the Grantor's obligations under this Agreement. If the Grantor terminate the Agreement pursuant to this Article, it has no obligation to reimburse the Applicant for any harm or costs connected or related to such termination.
- XII. Each Party shall keep all the information concerning the other Party, and of which it becomes aware during the performance of the Agreement (unless such information is

publicly available otherwise than as a result of a breach of confidentiality obligations stipulated herewith), including the content of the Agreement and the Applicable service fee, as strictly confidential. In case of a breach of the obligation of confidentiality by the Applicant, the Grantor is entitled to a contractual penalty in the amount of CZK 250,000 (in words: two hundred fifty thousand Czech crowns) per each breach. To avoid any discrepancies, the Parties stipulate that the disclosure of any confidential information to any third-party in connection with the fulfilment of legal obligations (e.g. Auditing, tax advisory, disclosure to the party's lawyer etc.) is not deemed to represent a breach of the confidentiality. The right of the Grantor to claim the compensation of any harm related to the breach of confidentiality obligation by the Applicant remains by the payment of the contractual penalty according to this Article remain unaffected.

- XIII. The Applicant acknowledges the processing of personal data contained in the Agreement, if any, by the Grantor (or by its staff) for purposes of the supplied Reproductions of Items, fulfilling the Agreement and legal obligations, and consents with the processing of personal data also for marketing purposes. The Applicant acknowledges that all data contained in the Agreement will be held for a duration of 10 (ten) years from the concluding of the Agreement. The Applicant at the same time is aware of his/her rights according to the Sections 12 to 21 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and by the Act No. 110/2019 Coll., on personal data processing, as amended. The Applicant familiarized itself with all parts of the Agreement and all data are accurate and true and were given voluntarily.
- XIV. Under no circumstances may the Applicant assign the Agreement, in part or in whole, for consideration or free of charge, without the Grantor's prior written consent. The Grantor may freely assign the Agreement without formalities.
- XV. The Agreement and these GTC shall be governed by and interpreted in compliance with Czech legal regulations, namely with the Act No. 89/2012 Coll., Civil Code, as amended ("**Civil Code**"), and the Act No. 121/2000 Coll., the Copyright Act, as amended, with exclusion of Sections 2373, 2380, 2381 and 2383 of the Civil Code. All disputes related to the Agreement and these GTC shall be submitted to the general courts of the Czech Republic, and if the Applicant is an entrepreneur within the meaning of the Sec. 420 of the Civil Code, the Parties have agreed pursuant to Sec. 89a of the Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, that the locally competent court for resolving such disputes is the District Court for Prague 1, resp. the Municipal Court in Prague, unless the exclusive jurisdiction of another court is established for the given dispute.
- XVI. If any provision of these GTC of the Agreement, or any part of them, is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions of the Agreement or its parts or these GTC or their parts, unless it stems directly from the content of the Agreement or these GTC that such provision or its part cannot be separated from the remaining content

hereof. If the situation referred to in the provisions of the preceding clause of this Article occurs, the Parties undertake to replace the ineffective or invalid provision with a new provision, the purpose and economic significance of which come as close as possible to the provision that is being replaced.

- XVII. The Agreement replaces and supersedes any and all previous written or oral agreements and arrangements relating to the subject matter hereof. In case of any discrepancy of conditions set in the Agreement and in these GTC, the conditions of the Agreement shall apply.
- XVIII. These GTC are in both Czech, German and English language version. If the Contract is concluded in Czech language, the Czech language of these GTC shall apply. If the Contract is concluded in English language, the English language of these GTC shall apply. If the Contract is concluded in German language, the German language of these GTC shall apply.
- XIX. These GTC become effective as of February 21, 2022.