

## CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the July 1<sup>st</sup>, 2013 by and between

**Letiště Praha, a. s.** (hereinafter "PRG"), a czech joint stock company having its principal place of business at K Letišti 6/1019, 160 08 Praha 6, CZECH REPUBLIC, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File No. 14003, represented by Mr. Jiří Pos, Chairman of the Board of Directors and Mr. Jozef Sinčák, Vice-chairman of the Board of Directors.

and

**Letisko M.R. Štefánika – Airport Bratislava, a. s.** (hereinafter "BTS"), a slovak joint stock company having its principal place of business at Letisko M.R. Štefánika, 82311, Bratislava 216, SLOVAK REPUBLIC, entered in the Commercial Register maintained by the Municipal Court in Bratislava, Section Sa, File No. 3327/B, represented by Mr. Ivan Trhlík, Chairman of the Board of Directors and Mr. Oto Šinkovic MSc, Member of the Board of Directors.

WHEREAS, BTS operates the Bratislava/M.R.Štefánik Airport ("Bratislava Airport");

WHEREAS, PRG operates the Prague/Ruzyně Airport ("Prague Airport");

WHEREAS, Prague Airport Consulting is a unit of PRG providing consulting services in the areas of Airport Capacity, Safety, Efficiency of operations, Development of new procedures and systems and Training ("Prague Airport Consulting");

WHEREAS, the parties wish to enter into an agreement under the terms specified herein;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

### 1. PRG Undertakings

PRG will through its unit Prague Airport Consulting, if verifiably ordered by BTS in writing, provide in a diligent, professional and faithful manner consulting and technical services to BTS. The list of available services ("Consulting Services") is as follows:

- a. ***Provision of technical expertise***
  - i. Technical and financial planning of airport development
  - ii. Construction of new airside, terminal and landside infrastructure
  - iii. Maintenance, repairs and reconstruction of infrastructure

- b. ***Provision of capacity expertise***
- i. Evaluation of existing airside and terminal capacities
  - ii. Identification of capacity bottlenecks
  - iii. Proposals for improvements in capacity together with reaching the target Level of Services to be provided
  - iv. Analyzing various options of capacity enhancement, supported, if necessary, by fast time simulations
- Note: assessment of operational procedures and unlocking latent capacity is always carefully looked at before considering building new infrastructure.*
- c. ***Provision of Safety expertise***
- i. Compliance with Annex 14 “Aerodromes” to the Convention on International Civil Aviation, International Civil Aviation Organization (ICAO), Pavements, Lighting, Markings, Signage
  - ii. Safety Management System (SMS)
  - iii. Runway Safety aspects with focus on Prevention of RWY Incursion
  - iv. Apron Safety
  - v. Operations and procedures for Large Aircraft
  - vi. Procedures for FOD Prevention
  - vii. Procedures for Wildlife Hazard Management
  - viii. Low Visibility Operations
  - ix. Procedures for Winter Maintenance and Winter Operations
  - x. Procedures for Rescue, Firefighting and Removal of Disabled Aircraft /HZS/
  - xi. Emergency and Non-standard Operational Situations
  - xii. Procedures for Vehicles, Driving Regulations
  - xiii. Procedures for Obstacle Identification and Management
  - xiv. Maintenance Works and related Safety Issues, operational regulations and publications
- d. ***Provision of Security expertise***
- i. Passenger and baggage screening
  - ii. Security guarding of Security restricted area and airport perimeter
  - iii. Access control
- e. ***Provision of Operational Efficiency Expertise***

- i. proposals for improvements in efficiency
  - ii. Implementation of Collaborative Decision Making
- f. **Staff training**
- PRG will, if necessary, as reasonably coordinated among the parties hereto, provide training of BTS airport operational staff in areas of
- i. Safety training
  - ii. Security training
  - iii. Fire brigade training
  - iv. Drivers training
- g. **Development of Operational regulations, Checklists and Local procedures for airport operations**
- PRG will, if necessary, as reasonably coordinated among the parties hereto, develop drafts of Operational regulations, Checklists and Local procedures for airport operations and other operational safety, security and environmental documents as requested by BTS.
- h. **Provision of PRG's technical equipment and staff**
- i. Measurement of braking actions
  - ii. Removal of rubber and surface marking
  - iii. Measurement of airfield lighting
  - iv. Removal of disabled aircraft

*Such assistance may include the provision of personnel, expertise and other resources as mutually agreed. PRG will provide the assistance within its capabilities, but provided that such activities have no adverse impact on PRG's operations.*

## 2. Procedure

- a. Consulting services of PRG are provided upon prior written request received from BTS.
- b. Each request must include full specification of all Consulting services requested by BTS and expected date of delivery
- c. PRG is obliged to response within 3 business days with confirmation of ability to provide the requested Consulting services in expected time frame. In case of no ability, persons specified in Article 7 will negotiate modification of the date of delivery, modification of amount of Consulting services to be provided, or its staging.

- d. PRG will provide estimation of effort in Man-days or in Man-hours and additional costs for the amount of Consulting services requested by BTS. The estimation will be sent to BTS for approval.
- e. The provision of Consulting services will not start until the amount of Consulting services, delivery date and estimation of effort and costs is documented in writing and approved by BTS and PRG.

### 3. Rewards

- a. The statements of work will be issued by PRG in periods of calendar 3 months and sent to BTS for approval. The statement of work will not be issued in case there were no Consulting services ordered by BTS and provided by PRG in a period of 3 months.
- b. PRG will invoice out CZK 1.250,- (in words one thousand two hundred fifty Czech crowns) for every one (1) hour of work reported in the statement of work, approved by BTS. Further, PRG may, upon prior approval of BTS, invoice any eligible costs of travelling or material used, for instance fuel. Standard payment terms – the due date is within 30 days from the date of issue.
- c. The Date of taxable event is the last day of the period of calendar 3 months.
- d. BTS will pay PRG by bank transfer the amount invoiced.

### 4. Term and Termination

- a. *Term* – The term of this Agreement will continue until the earlier of (i) termination under the terms hereof, including as amended, or (ii) mutual written agreement to terminate. Following such termination, no further performance will be due hereunder.
- b. *Right to Termination Without Cause* – Either party will have the right to terminate this Agreement without cause upon ninety (90) days notice, provided, however, that such a notice may not be given until the passage of three (3) years from the date hereof; such notice shall be in written form and the notice period shall be from the date of delivery of the prior written notice to the other party.

### 5. Breach

Upon written notice from a party hereto (“Non-Breaching Party”) to the other (“Breaching Party”) stating that the Breaching Party is in breach of this Agreement, the Breaching Party will immediately remedy such breach. Where the Breaching Party fails to remedy such breach within ten (10) business days, to promptly initiate and continue in good faith to remedy a breach that cannot be reasonably remedied in ten (10) business days in accordance with a plan reasonably acceptable to the Non-Breaching Party, or, regardless of remedy, commits a substantially similar breach more than twice in any twelve (12) month period, the Non-Breaching Party will have the right to terminate this Agreement with immediate effect upon written notice to the Breaching Party. This provision will not operate to limit the Non-Breaching Party’s other remedies under this Agreement or at law.

## 6. Proprietary Information

“Proprietary Information” means for each party hereto any information, in any form, including, without limitation, written documents, oral communications, recordings, videos, software, databases, business plans, and electronic/magnetic media, received or observed by that party and provided by/through and/or belonging to the other party as well as for both parties, the terms of this Agreement whether or not marked or otherwise designated as such, provided, however, Proprietary Information will not be information that (i) is, or becomes, generally available to the public without violating this Agreement, (ii) was rightfully in the possession of the receiving party prior to receiving such information from the disclosing party, (iii) comes into the possession of a receiving party from a source other than the disclosing party or its agents without a duty of confidentiality, (iv) shall be disclose to the persons/entities that are member of the same concern as the party in accordance with the Section 66a of the Act No. 513/1991 Coll., Commercial Code, as amended, or (v) is and can be shown to have been independently developed by the receiving party without reference to the Proprietary Information.

Each party agrees that it will maintain all Proprietary Information it receives from the other in confidence and use it solely for purposes specified in this Agreement.

Each party hereto further acknowledges and agrees that any breach of this article may cause the other party irreparable harm for which monetary damages would be inadequate. Accordingly, either party will be entitled to injunctive relief to remedy any threatened or actual breach of this article by the other and, notwithstanding anything to the contrary herein, such relief may be sought in any court of competent jurisdiction. Particular court of jurisdiction for each legal case comes out from common consensus of both parties. In case that common consensus can't be reached, article 11 of this Agreement will be followed. It is acknowledged and agreed that this article will survive the termination of this Agreement regardless of the cause thereof.

## 7. Notices

It is acknowledged and agreed that communications among the parties hereto will be done via electronic means, except where physical documents must be shared (e.g., where the volume thereof reasonably make transmission via electronic means impractical or original documents required) or as required by law. For the purposes of electronic communications, communications to BTS will be addressed to Mr. Ivan Trhlik at [ivan.trhlik@bts.aero](mailto:ivan.trhlik@bts.aero) and communications to PRG will be addressed to Mr. Libor Kurzweil at [libor.kurzweil@prg.aero](mailto:libor.kurzweil@prg.aero) and/or to such other address(es) as each party may specify for itself by notice to the other. Each will promptly acknowledge receipt of electronic communications. Notices sent under this section will be effective upon receipt, provided, however, that if received other than during ordinary business hours, notice will be effective at the commencement of the next business day, with each party agreeing to promptly acknowledge receipt via email. For notices not covered by the foregoing, each may use the following address for the other, or such other address as each may specify for itself, which notice will be effective upon receipt:

For BTS

Letisko M.R. Štefánika –  
Airport Bratislava, a. s.

For PRG

Letiště Praha, a. s.  
Attn: Libor Kurzweil,

Attn.: Ivan Trhlík  
Chairman of the board of directors  
Letisko M.R. Štefánika  
82311 Bratislava 216  
SLOVAK REPUBLIC

Director Quality, Safety  
and Processes Management  
K Letišti 6/1019  
160 08 Prague Airport 6  
CZECH REPUBLIC

Under the obligations following from this Agreement, PRG bears responsibility towards BTS for the factual correctness of the information provided. However, PRG shall bear no responsibility for any subsequent business or other decisions made by BTS nor for any operations undertaken on the basis of the information obtained from PRG. In particular, PRG shall bear no responsibility to BTS for any harm occurring as the result of any decision made using the information provided by PRG.

Neither party shall be considered to be in default of its obligations under this Agreement because of force majeure if this prevents or significantly affects the fulfillment of the obligations of the party under this Agreement. The immediately preceding sentence of this Article applies only for the period of time during which such force majeure exists or its consequences persevere, and only with regard to the obligation(s) of the party directly or immediately affected by force majeure. Parties shall not be liable to each other for damages arising as the result of force majeure.

Force majeure shall be construed to consist of events the parties could not have anticipated at the time of concluding this Agreement and such events which objectively prevent the other party from performing its contractual obligations under this Agreement. Force majeure includes, in particular, war, embargo, interference by the state or government, terrorist attack and natural disasters. To forestall doubt, it is hereby stated that Force Majeure shall not include any delay in the performance of obligations of any of the parties' suppliers, strikes by the parties' employees, nor insolvency, indebtedness, bankruptcy, composition, liquidation or other similar events affecting the parties or any of their contractual partners, nor the execution of either party's assets or the assets of any of the parties' contractual partners.

#### **8. Assignment / Subcontracting**

The parties hereto agree and covenant that, except as specifically provided in this Agreement, that the rights and obligations established hereunder, may not be assigned or subcontracted in whole or in part without the prior written consent of the other party, which consent may be withheld in the other's discretion, provided, however, that assignment to a parent or sister company or successor-in-interest will not be deemed an assignment hereunder.

#### **9. Publicity**

PRG acknowledges that BTS may, from time to time, issue public statements regarding the operations and development of Bratislava Airport, including references to PRG's involvement therewith, provided, however, that any use of PRG name or trademarks will be subject to PRG's prior written consent.

**10. Dispute Resolution**

In the event of a dispute under this Agreement, where such dispute has not been settled within thirty (30) days after notice from either party to the other of the existence of the dispute, the parties agree that, at the request of either party, such dispute shall be finally decided as follows: (a) the proceeding will be conducted in Czech; (b) the law of the Czech Republic will govern all aspects of this Agreement; (c) the proceeding will be closed except to the parties, their attorneys, representatives, witnesses and experts, all of whom must agree to maintain the confidentiality of the dispute; (d) the existence of, proceeding and resolution of the dispute will be kept confidential by the parties and will only be disclosed to parties and individuals with a need to know of its existence and who agree to maintain such confidentiality; (e) the decision will be binding upon the parties unless mutually agreed otherwise in writing.

**11. Performance During Dispute**

Should disputes of any nature arise during the term of this Agreement, pending settlement or resolution of said dispute, both parties will proceed diligently with their performance hereunder. The parties acknowledge that this provision will not operate to require payment of amounts that are the subject of the dispute. The parties further agree that this provision will not operate to limit any of the other rights and remedies provided for in this Agreement.

**12. Entire Agreement**

The parties hereto agree that this Agreement hereto constitute the entire understanding between the parties and any additions, deletions or modifications will not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties.

**13. Counterparts**

This Agreement may be executed in six (6) counterparts, by the original signatures of both parties, of which the PRG shall receive three (3) and BTS three (3) counterparts. All counterparts are identical and original copies.

IN WITNESS WHEREOF, the parties have each caused this instrument to be executed by their duly authorized representatives as of the day and year first above written.

**Letisko M.R. Štefánika  
– Airport Bratislava, a. s.**

[Redacted]  
**By: Mr. Ivan Trhlík**  
Chairman of the Board of Directors

[Redacted]  
**By: Mr. Oto Šinkovic MSc**  
Member of the Board of Directors

**Letiště Praha, a. s.**

[Redacted]  
**By: Mr. Jiří Pos**  
Chairman of the Board of Directors

[Redacted]  
**By: Mr. Jozef Sinčák**  
Vice-chairman of the Board of Directors



**SCHVÁLENO**  
Právní věci Český Aeroholding, a.s.