



REQUEST FOR SERVICES
(the "Agreement")

13 January, 2012 (the "Effective Date")

Customer's Full Legal Name: **Letisko M.R. Štefánika-Airport Bratislava, a.s. ("Customer")**, a corporation organized under the laws of the Slovak Republic, Registration No. 35-884-916, with offices at 823 11 Bratislava 22, Slovak Republic

Key Contact Name/Title: **Ing. Maroš Jančula, CEO and Chairman of the Board of Directors**

Address: **Letisko M.R. Štefánika, 823 11 Bratislava 22, Slovak Republic**

Phone:

E-mail Contact:

This Agreement is made by and between Travelport, LP, a Delaware limited partnership, with an office at 300 Galleria Parkway NW, Atlanta, Georgia 30339, USA ("Travelport"), and Customer.

Customer may from time to time engage Travelport to perform certain services by entering into one or more Orders (each, an "Order") for Booking or Fare Data Extraction (the "Data"). The Order will be substantially in the form of the template that appears at **Attachment A** hereto, which is incorporated herein by this reference. Travelport shall provide those data extraction services agreed upon by the parties and described on each Order (singularly or collectively, the "Services").

This Agreement specifies the terms under which Travelport will provide the Services.

1. Output format: Travelport will provide the Services to Customer pursuant to a file layout and in a medium to be mutually agreed upon by the parties, in advance and in writing.

2. Use of Data: Customer may use the content of the Data comprising the Services solely for analysis and other similar purposes in the ordinary course of its business. Customer acknowledges that, unless it has obtained prior written consent from Travelport, it is strictly prohibited from leasing, licensing, sublicensing, assigning, distributing, transferring, transmitting or selling the Data, in whole or in part, to any third party.

3. Payment for Services: Customer shall remit all payments to Travelport under this Agreement within thirty (30) days following the date on Travelport's invoice. A late charge of the lesser of 2.0% (two percent) or the maximum rate permitted by applicable law on the outstanding amount will be charged each month for all past due invoices. Customer shall reimburse Travelport for all reasonable and verifiable costs, including attorney's fees and expenses, incurred in collecting past due amounts.

4. No Express or Implied Warranties: While Travelport believes the Data will be accurate, Travelport does not control and is not responsible for the content, completeness or accuracy of the Data. Travelport disclaims all warranties or representations of any kind, express or implied, regarding the Data or its accuracy, relevance, timeliness, completeness, or appropriateness for any particular purpose.

5. Limitation of Liability. IN NO EVENT WILL TRAVELPORT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS RESULTING FROM ANY USE OR MISUSE OF THE SERVICES, EVEN IF TRAVELPORT HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES, AND TRAVELPORT'S AGGREGATE LIABILITY FOR ANY LOSS, COST, CLAIM OR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO TRAVELPORT HEREUNDER.

6. Term; Survival. This Agreement shall commence on the Effective Date and remain in effect until either party provides 30 days' prior written notice of termination to the other party. Any provision of or obligation



under this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any such termination or expiration and shall continue in full force and effect; however, no Services shall be provided following a termination of this Agreement.

7. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, U.S.A., without reference to any conflicts of laws principles. Actions brought to enforce or arising out of this Agreement shall be brought in the federal or state courts located in the State of Georgia, and Customer and Travelport hereby irrevocably consent to exclusive personal jurisdiction and venue in such courts.

8. Force Majeure. Neither party shall be liable for performance delays or for nonperformance due to causes beyond its reasonable control (an "Event of Force Majeure").

9. Entire Agreement; Amendments. This Agreement constitutes the entire and exclusive understanding between the parties and supersedes all prior proposals, discussions and understandings relating to the subject matter of this Agreement. This Agreement may be modified only by a written instrument properly executed by each of the parties.


10. Assignment. Customer shall have no right to assign or transfer this Agreement to another party.

11. Independent Contractor. The parties hereunder are operating as independent contractors, and nothing in this Agreement shall be construed as creating a partnership, franchise, joint venture, employer-employee, or agency relationship.


12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed a duplicate original and which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers.

TRAVELPORT, LP
BY: TRAVELPORT HOLDINGS, LLC,
AS GENERAL PARTNER

By: 
Print Name: Daniel E. Westbrook
Title: Vice President, Supplier Development
Date: 7 Feb 2012

LETISKO M.R. ŠTEFÁNKA-AIRPORT
BRATISLAVA, A.S. (CUSTOMER)

By: 
Print Name: MAROS JANČULA / JUDAS NITKA
Title: CEO & CHAIRMAN OF THE BOARD / MEMBER OF THE BOARD
Date: 26 JAN. 2012

ATTACHMENT A

REQUEST FOR SERVICES ORDER NO. 2012-12
(the "Order")

13 January, 2012 (the "Order Effective Date")

This Order, made and entered into by and between Travelport, LP. ("Travelport"), and **Letisko M.R. Štefánika-Airport Bratislava, a.s.** ("Customer"), is executed pursuant to and incorporated by this reference into that certain Request for Services Agreement (the "Agreement"), dated 13 January, 2012, by and between Travelport and Customer.

Capitalized terms not otherwise defined in this Order shall have the same meaning as terms defined and capitalized in the Agreement.

In the event of any conflict or inconsistency between the terms and conditions of this Order and those set forth in the Agreement, the terms and conditions of the Agreement shall take precedence, prevail, and control, unless the relevant section of this Order expressly cites and sets aside a conflicting provision of the Agreement.

Customer has requested and Travelport has agreed to provide the Services, pursuant to the terms set out below:

[doubleclick on check box to select applicable data]

1.

Select:

**Booking Data**

Description of Booking or Fare Data Extraction: **Origin = BTS, VIE to the World (all destinations) for any POS Country as Output #1; Destination = BTS, VIE from the World (all origins) for any POS Country as Output #2; and POS Country = Slovakia for Origin = World to Destination = World as Output #3.**

Data Extraction to Cover Period: **12 historical months**

Estimated Services Delivery Date(s): **3-4 business days following finalization of the parties' Confidentiality Agreement and this Request for Services Order**

Fee(s) for the Services: **\$6,750.00 US**



[doubleclick on check box to select applicable data]

2.

Select:



Booking Data

Description of Booking or Fare Data Extraction: After delivery of the initial file outputs described above, file outputs may be delivered on a regular, ongoing monthly basis, as requested by Customer and agreed upon by Travelport. Any such regular file outputs will include data based upon a "rolling date range," which will consist of (i) booking data for the most recently completed post-departure month; and (ii) three months of advanced booking data, starting with the current month. For purposes of clarification and by way of example, a January 2012 delivery would include December 2011 post-departure booking data, plus advanced booking data for travel in January, February and March 2012.

Data Extraction to Cover Period From: **Timing based on the scheduling described under "Description" immediately above**

Estimated Services Delivery Date(s): **Timing based on the scheduling described under "Description" immediately above**

Fee(s) for the Services: **\$750.00 US for each delivery month**

IN WITNESS WHEREOF, the parties have caused this Order to be duly executed and delivered by their proper and duly authorized officers.

TRAVELPORT, LP
BY: TRAVELPORT HOLDINGS, LLC,
AS GENERAL PARTNER

By: _____

Print Name: **Daniel E. Westbrook**

Title: **Vice President, Supplier Development**

Date: _____

7 Feb 2012

LETISKO M.R. ŠTEFÁNKA-AIRPORT
BRATISLAVA, A.S. (CUSTOMER)

By: _____

Print Name: **MAROS JANČULA / JURAJ NITKA**

Title: **CEO & CHAIRMAN OF THE BOARD / MEMBER OF THE BOARD**

Date: _____

26 JAN. 2012

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("**Agreement**") is made effective the 21st day of December, 2011 ("**Effective Date**")

BETWEEN:

I. **Travelport, LP**, a Delaware limited partnership, with offices at 300 Galleria Parkway, N.W., Atlanta, Georgia 30339 U.S.A. ("**Travelport**"); and

II. **Letisko M.R. Štefánika-Airport Bratislava, a.s.**, a corporation organized under the laws of the Slovak Republic, Registration No. 35-884-916, with offices at 823 11 Bratislava 22, Slovak Republic ("**Company**").

WHEREAS

(A) The parties may have discussions related to one or more potential business transactions (the "**Purpose**"). Such discussions are likely to include an exchange of certain information that is or may be of a confidential and proprietary nature, and which is of value to the Disclosing Party.

(B) Travelport and Company hereby agree that Confidential Information disclosed by one party (the "**Disclosing Party**") to the other (the "**Receiving Party**") in the course of discussions for the Purpose shall be treated in accordance with the terms and conditions of this Agreement; provided, however, nothing herein shall require a party to disclose Confidential Information to, or accept Confidential Information from, the other party.

IT IS AGREED AS FOLLOWS:

1. **DEFINITIONS.** In this Agreement, the following terms shall have the following meanings:

"**Confidential Information**" refers to certain proprietary and confidential information, including, without limitation, technical, financial, marketing, business plans and information, strategic information, proposals, specifications, drawings, programs, manuals, prices, products, data, materials, reports, procedures, know-how (which includes all technical knowledge, expertise and methods of the Disclosing Party, whether embodied in drawings, written descriptions or otherwise), Trade Secrets (as defined below) or any other information concerning the business affairs of the Disclosing Party and/or its Group Companies, in whatever form (oral and/or visual) that is directly or indirectly disclosed or submitted in any form or media by the Disclosing Party to the Receiving Party in connection with the Purpose, whether before or after the Effective Date of this Agreement, whether marked "Confidential," "Proprietary," "Sensitive" or similar designation, or which, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary, confidential and/or sensitive, including, without limitation, the existence of this Agreement.

Confidential Information will not be deemed to include the following, where the Receiving Party can demonstrate and document that such information, at the time of disclosure:

(a) is or subsequently comes into the public domain other than by breach of this Agreement provided, however, PII (as defined below) remains subject to confidentiality obligations regardless of its availability to the public or availability through unauthorized disclosure; or

(b) was lawfully known by the Receiving Party prior to disclosure by the Disclosing Party; or

(c) was created by the Receiving Party independent of the disclosure and other than as part of the Purpose; or

(d) is independently developed by or lawfully received from a third party; or

(e) is approved for release, in writing, by the Disclosing Party.

"**Group Companies**" means, with respect to each party, (i) the party's direct and indirect subsidiaries; (ii) the party's direct and indirect holding companies; and (iii) the direct and indirect subsidiaries of the holding companies referred to in Subsection (ii) of this definition.

"**Personally-identifiable Information**" or "**PII**" means any information about an individual, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information,

"Representatives" means the duly authorized officers, employees, directors, attorneys, accountants or other representatives or agents of a Party and/or its Group Companies.

"Trade Secret" means information, including a formula, pattern, compilation, program device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. RESPONSIBILITIES. The Receiving Party agrees that:

(a) it shall hold the Disclosing Party's name and Confidential Information in strict confidence and shall not disclose its name or such Confidential Information, in whole or in part, the existence, nature or substance of any agreement, including this Agreement, or the relationship and/or negotiations with the Disclosing Party, to any third party or use it for any purpose, other than for the Purpose, or as otherwise expressly set forth herein;

(b) it shall restrict access to the Confidential Information and the proposed terms of any possible transaction to only those of its Representatives who are involved in discussions or need to know such Confidential Information for the Purpose, who have been informed of this Agreement and advised of the confidentiality and proprietary nature of such Confidential Information and who are subject to confidentiality obligations substantially similar to those set forth herein. The Receiving Party shall ensure that it treats the Confidential Information with the same degree of security and care that the Receiving Party applies to its own confidential or proprietary information, which the Receiving Party represents will provide adequate protection of such information from unauthorized disclosure, copying or use. A Receiving Party will be responsible for any breach of this Agreement by its Representatives;

(c) it will not make any copies or reproduce any documents or extracts of Confidential Information (including but not limited to, tangible and electronic copies, notes and/or summaries of the Confidential Information) or in any other way duplicate Confidential Information, except to the extent reasonably necessary for the Purpose, and, in such case, it will operate procedures to control the copying and distribution of the Confidential Information and all copies made shall be, and remain, the property of the Disclosing Party; and

(d) except as may be required by law or regulatory requirements or except with the prior written approval of the Disclosing Party, it will not make or permit or procure to be made or solicit or assist any other person to make any announcement or disclosure with regard to the Purpose.

3. OTHER OBLIGATIONS

3.1 Within 10 days following receipt of a written request from the Disclosing Party, all of the Disclosing Party's Confidential Information and any copies thereof shall be destroyed and permanently deleted from any computer, server or other device and, if requested, certified as such by a duly authorized officer of the Receiving Party, or promptly returned; provided, however, that Receiving Party's counsel may retain one (1) archival copy of the Confidential Information, which may be used solely to demonstrate compliance with this Agreement.

3.2 Without prejudice to the other rights of the Disclosing Party, in the event of an unauthorised disclosure or use of the Confidential Information by the Receiving Party, the Receiving Party shall use reasonable efforts to assist the Disclosing Party in recovering and preventing the use, dissemination, sale or other disposal of such Confidential Information. The Receiving Party acknowledges and agrees that any breach or threatened breach of this Agreement may cause the Disclosing Party and its Group Companies irreparable harm for which money damages may not be an appropriate or sufficient remedy. The Receiving Party therefore agrees that the Disclosing Party may be entitled to seek injunctive or specific performance or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.

3.3 Each party shall retain all copyright, design or intellectual property rights in its Confidential Information. No rights or obligations, other than those expressly recited herein, are granted or to be implied from this Agreement. In particular, no rights of any nature into or over any intellectual property right shall be deemed to be conferred by this Agreement or by any disclosure of Confidential Information made to the Receiving Party. The property rights in all Confidential Information disclosed pursuant to this Agreement shall, subject to any right of any other owner, remain with the Disclosing Party.

3.4 This Agreement is not a commitment by either party to enter into any transaction or business relationship, nor is it an inducement for either party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by the parties. Nothing in this Agreement or its operation shall preclude, impair or restrict either party from continuing to engage in its business, otherwise than in breach of the terms of this Agreement, including, without limitation, entering into similar agreements with any other person or entity.

3.5 If the Receiving Party becomes legally obligated to disclose Confidential Information by any governmental entity with jurisdiction over it, the Receiving Party will give the Disclosing Party prompt written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy. Such notice must include, without limitation, identification of the information to be so disclosed and a copy of the order. The Receiving Party will disclose only such information as is legally required and will use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed. To the fullest extent permitted by law, the Receiving Party will continue to protect as confidential and proprietary all Confidential Information disclosed in response to a written court order, subpoena, regulation or process of law.

3.6 Except as may be otherwise agreed by the parties in writing, any Confidential Information disclosed hereunder is disclosed on an "as is" basis, and the Disclosing Party makes no representation or warranty, express or implied, with respect to any of the Confidential Information or its accuracy or completeness, and the Disclosing Party and its Representatives shall not be responsible for any expenses, losses or actions incurred or undertaken by the Receiving Party or any of its Representatives as a result of the receipt and use by the Receiving Party and its Representatives of Confidential Information of the Disclosing Party.

4. TERM

4.1 The term of this Agreement shall commence on the Effective Date set forth above and shall continue for a period of two (2) years from such date; provided, however, the confidentiality provisions set forth herein shall continue for a period of three (3) years from the date of the last disclosure of Confidential Information, except with respect to: (i) any PII confidentiality, in which case the obligations of confidentiality contained herein shall continue as long as required under applicable law; and (ii) a Trade Secret, in which case the obligations of confidentiality contained herein shall continue as long as such Trade Secret retains its status as a Trade Secret under applicable law.

4.2 All rights and obligations of each party, including those related to Confidential Information, arising prior to the termination or expiration of this Agreement shall survive its termination or expiration, including, without limitation, the provisions of Section 3.1 above.

5. ENTIRE AGREEMENT; AMENDMENT. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior proposals, agreements, discussions and representations (either oral or written), between the parties relating to the Purpose and may not be modified or amended except by a written instrument signed by the parties.

6. SEVERABILITY. If any part, term or provision of this Agreement, not being of a fundamental nature, should be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement, which shall remain in full force and effect.

7. WAIVER. No failure to exercise or delay in exercising, on the part of either party, any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude the enforcement of any other right, power or privilege nor shall the waiver of any breach of any provision herein be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself. Any waiver, to be effective, must be in writing.

8. ASSIGNMENT. Neither party will assign its rights or obligations under this Agreement, in whole or in part, to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that (i) either party may assign this Agreement to a corporate affiliate, and (ii) either party may assign this Agreement in connection with a merger, consolidation or sale or exchange of all or substantially all of its total assets or stock, and/or the sale of the business, or that segment thereof, to which this Agreement relates; provided that, in either case, the assignee is not a direct competitor of the non-assigning party and has assumed the obligations in this Agreement.



9. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia of the United States of America, without regard to the principles of conflict of laws thereof. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any state or federal court located in the State of Georgia for purposes of any suit, action or other proceeding arising out of this Agreement.

IN WITNESS WHEREOF, each party has read this Agreement, understands it and agrees to be bound by its terms and conditions and has caused this Agreement to be executed (with counterpart originals accepted, as well as faxed or scanned and emailed copies) by a duly authorised representative as of the Effective Date.

TRAVELPORT, LP
BY: TRAVELPORT HOLDINGS, LLC,
AS GENERAL PARTNER

LETISKO M.R. ŠTEFÁNKA-AIRPORT
BRATISLAVA, A.S

Signature: _____

Signature: _____

Name: DANIEL E. WESTBROOK

Name: MAROS JANČULA / JURAY MITKA

Title: VICE PRESIDENT, SUPPLIER DEVELOPMENT

Title: CEO & CHAIRMAN OF THE BOARD / MEMBER OF THE BOARD

Date: 7 Feb, 2012

Date: 26 JAN. 2012