

KIWI.COM S.R.O.

AND

Letisko M. R. Štefánika – Airport Bratislava, a. s. (BTS)

**AGREEMENT ON PROVISION OF SERVICES No.
Z/BTS/LOB/62/2023**



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THIS AGREEMENT ON PROVISION OF SERVICES (the "**Agreement**") is concluded in April 2023 in accordance with the Act No. 513/1991 Coll., the Slovak Commercial Code

BETWEEN:

- (1) **Kiwi.com s.r.o.**, a company existing and organized under the laws of the Czech Republic, having its registered office at Lazaretní 925/9, Postcode: 615 00, the Czech Republic, Company Identification No. (IČO): 293 52 886, registered in the Commercial Register maintained by the Regional Court in Brno, file no. 74565 (the "**Kiwi.com**"); and
- (2) **Letisko M. R. Štefánika – Airport Bratislava, a. s.**, a company existing and organized under the laws of the Slovak Republic, having its registered office at: Letisko M. R. Štefánika, 823 11 Bratislava II, correspondence address: Letisko M. R. Štefánika, P. O. BOX 160, 823 11 Bratislava 216, registered at the Commercial Register of the District Court Bratislava I, under Section: Sa, Insert number 3327/B, company registration number 35 884 916 (the "**Partner**");

(jointly the "**Parties**" and each a "**Party**").

PREAMBLE:

- (a) Kiwi.com is a Czech company that operates the website kiwi.com and globally provides its customers with the brokerage services related to the air transportation offered by various air carriers;
- (b) The Partner is interested in boosting BTS Airport visibility and passengers traffic within the airport by using Kiwi.com's promotion methods and marketing activities.

Now, therefore, in consideration of the foregoing, it is hereby agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. In this Agreement, unless the context requires otherwise, the following words and expressions shall have the following meanings:

"**Partner**" means a party to this Agreement as defined above;

"**Agreement**" means this agreement together with all Schedules hereto as the same may be supplemented or amended from time to time;

"**Airport**" means **Letisko M. R. Štefánika – Airport Bratislava, a. s.** , also known as (**BTS**);

"**Business Day**" means any day (other than a Saturday or a Sunday) on which banks are open for general business in the Czech Republic;

"**Commercial Code**" means Act No. 513/1991 Coll., the Slovak Commercial Code, as amended;

"**Kiwi.com**" means a party to this Agreement as defined above;



"Confidential Information" means full or partial knowledge, data or information relating to the activities or business of each Party that may be either in tangible or intangible form, expressed orally, in writing or in any other form, including, but not limited to, financial information and data, business and financial plans, budgets, prices, marketing strategies, market information, strategic information, information relating to Kiwi.com, accounting records, including revenues, business secrets, patterns, technical information, drawings, designs, technologies, studies, processes, systems, ideas, know-how, sector affiliation, photos, computer programs, templates, source and object codes, manuals, reports, records and any other documents in whatever form of expression;

"Customer" means the customer willing to book the Flight(s) and conclude a contract of carriage with the selected carrier and service agreement with Kiwi.com;

"Effective Date" means the day following after the day of its publication by the Partner in the Central Register of Agreements, administered by the Government Office of the Slovak Republic in line with the Act No. 546/2010 Coll. supplementing the Act No. 40/1964 Coll. Civil Code, as amended, amending and supplementing certain acts, and with the Act No. 211/2000 Coll. on Free Access to Information and on the Amendment and Supplements to Certain Acts;

"Flight" or "Flights" means the Carrier's offer of carriage by air including Kiwi.com's services;

"Party" means a party to this Agreement and **"Parties"** means both of them;

"Services" means the services related to the promotion and marketing of the Flights provided by Kiwi.com to the Partner (below defined as "Marketing and Data Services") and by the Partner to Kiwi.com (below defined as "Promotion Services") in accordance with this Agreement. The scope of the Services is defined in Clause 2.1 and 3.1 hereof;

"Term" means the period during which this Agreement is effective. The Term begins on the Effective Date and extends until this Agreement is terminated;

"VAT" means value-added tax or any other tax of a similar nature (as applicable at the time) and unless otherwise expressly stated all references to any sum or other amounts payable under this Agreement are exclusive of VAT.

1.2 Interpretations. In this Agreement, a reference to:

- (a) Clauses and Schedules are references to, respectively, Clauses of and Schedules to this Agreement and references to this Agreement include its Schedules;
- (b) any agreement or document (or to any specified provision thereof) is to be construed as a reference to that agreement or document (or that provision) as it may be amended from time to time;
- (c) a statute, statutory instrument or accounting standard or any provision thereof is to be construed as a reference to that statute, statutory instrument or accounting standard or such provision thereof, as it may be amended or re-enacted from time to time.

- 1.3 The index to and the headings in this Agreement are inserted for convenience only and are to be ignored in construing this Agreement. Words importing the plural shall include the singular and vice versa.
- 1.4 The interpretation of this Agreement must not take into consideration (a) any other practice established by and between the Parties in a legal connection; (b) anything that preceded their entry into the Agreement, or, as the case may be, (c) any facts presented to the Parties subsequent to the Agreement whose content and meaning they attach to this Agreement.
- 1.5 The Parties hereby represent that they are acquainted with the meaning of any and all expressions used herein. In case of any doubts, the Parties acknowledge that the meaning of any ambiguous or imprecise expression used herein was explained to them in due course and in a due manner and/or that they themselves established this meaning in due course and in a due manner before the attachment of their signatures hereto.

2. SUBJECT OF THE AGREEMENT

2.1 Provision of Marketing and Data Services as defined in Schedule 1. Subject to the terms and conditions of this Agreement, Kiwi.com undertakes to provide the Partner with the following:

- Marketing services related to the Airport using the following promotion channels:
 - Kiwi.com Stories – Bratislava Article about new destinations
 - Expected start: June 2023, campaign duration 4 months
 - Social Media promotion
 - Expected start: June 2023, campaign duration 2 months
 - FE banners – BTS Airport
 - Expected start: June 2023, campaign duration 4 months
 - Marketing emails
 - Expected start: June 2023, campaign duration 1 month
 - WL solution – BTS Flight booking platform (to be placed on bts.aero website)
 - Expected start: June 2023, campaign duration 12 months

Provision of Data Services

Kiwi.com shall provide the Partner with the access to the regularly updated Customer Demand Dashboard including the data compiled by Kiwi.com within provision of its services to the Customers related to the Airport and the associated non-exclusive, world-wide, non-sublicensable, non-transferable, revocable right to use the Customer Demand Dashboard and the data included therein solely during the Term and solely for the purpose of their use within the Partner's internal business analyses without sharing the access to the Customer Demand Dashboard and the data included therein with any third party.

Expected start: June 2023, license valid for 12 months.

(jointly defined as "**Marketing and Data Services**")



2.2 For the provision of the Marketing and Data Services, Partner shall pay to Kiwi.com a fee in amount of **EUR 32.000**, that shall be set off, as stipulated in Clause 3.3 hereof, without further notice against the fee payable to the Partner for the Promotion Services provided by the Partner to Kiwi.com accordance with Clause 3.1 hereof.

3. FEE, PAYMENT SETTLEMENT

3.1 Provision of Promotion Services

The Partner shall provide an offline and online marketing space related to Kiwi.com brand in the following format:

- **ONLINE PROMOTION**
WL solution powered by Kiwi.com technology

- **OFFLINE PROMOTION / Expected start: June 2023, campaign duration 4 months**
 - Escalator sticker on metal and glass surfaces – one side only, visible from non-public part of arrival hall exit, adhesive film with lamination

 - Floor stickers tiles in area under the arrival hall escalator, maximum 30 sq. m.

 - 4 pcs of maquette in arrival hall next to luggage carousels, size of the stand is max. 1m x 1m, type and size of maquettes is subject to Partner approval

 - 30" static or dynamic video spot, 16x LCD MONITOR – above the luggage carousels in non-public section of arrival hall

(jointly defined as "**Promotion Services**")

Both parties agree that the production costs as well as application and de-application costs for the online and offline promotion at BTS Airport will be covered by Kiwi.com.

3.2 For the provision of the Promotion Services, Kiwi.com shall pay to the Partner a fee in amount of **EUR 32.000** that shall be set off, as stipulated in Clause 3.3 hereof, without further notice against the fee payable to the Kiwi.com for the Marketing and Data Services provided by the Kiwi.com to the Partner accordance with Clause 2.1 hereof.

3.3 Considering the intention of the Parties to provide each other with Services as specified in Clause 2.1 and 3.1 hereof as a barter, when the value and the usual fee for these Services provided by the Parties is the same, the Parties agree that the Kiwi.com's receivable for the fee for the Marketing and Data Services and the same amount Partner's receivable for the fee for the Promotion Services shall be set off in full and without further notice with effect on the Effective Date of this Agreement. For avoidance of any doubt, neither Party shall have a claim for any additional payment of any fees against the other Party (except for the eventual production costs of the promotion under Clause 3.1 hereof). The Parties agree that each of them shall issue the invoice for the fee pro provision of Promotion Services and Marketing and Data Services (as applicable) within thirty (30) days after the Effective Date; these invoices shall be settled by the Parties as agreed herein.

3.5 Both Parties declare that the consideration pursuant to this Agreement is made upon the mutual consent of both Parties. Either Party acknowledges that the consideration for its services as stipulated hereunder is sufficient and reasonable.

4. PROVISION OF THE SERVICES

4.1 Either Party undertakes to provide the Services duly, on time and with professional care.

4.2 Either Party declares and guarantees that, in all commercial communications related to the Services, only legitimately owned images and/or contents not damaging, in any capacity, any third-party rights, will be used.

4.3 The Parties undertake to protect the good reputation of each other's brand. Each Party shall avoid making any negative, disrespectful and/or disparaging remarks and comments about the opposing Party's services and/or products, as well as other remarks and comments that could be detrimental to the opposing Party's services and/or products.

4.4 Kiwi.com shall bear the exclusive responsibility, as Data Controller, for the processing of personal data pertaining to Kiwi's clients and recipients of the marketing campaign related to BTS Airport. For this reason no personal data shall be shared by Kiwi.com with the Partner regarding the activities provided under this Agreement. Such personal data shall be processed by Kiwi.com in compliance with all applicable privacy laws, including the Reg. EU 2016/679.

5. DURATION OF THE AGREEMENT AND TERMINATION

5.1 The Agreement shall be effective as of the Effective Date and shall remain in force for the period agreed for the provision of Services (as indicated in Clause 5.3 hereof), but not for longer period than 12 months. The Parties may agree on prolongation of the term and extension of the provision of the services by the separate written amendment to this Agreement.

Either Party may terminate the Agreement without reason, sending a termination notice to Kiwi.com at least ninety (90) calendar days before the date of termination of the Agreement; ; in this case, upon the termination date, each Party shall cease to provide the Services to the other Party, unless the any of the Parties has already provided the Services in value exceeding the Services received from the other Party; in such case the other Party agrees to continue providing its Services under the terms outlined hereby until and to the extent assuring that the value of the Services provided by each Party shall be equal. The parties agree to provide each other with the reasonable assistance in order to reconcile their mutual obligations as agreed herein. This provision shall survive the termination of the Agreement

5.2 Kiwi.com may withdraw from the Agreement in the event of a material breach of this Agreement by the Partner via written notice. Such withdrawal is effective as of the delivery of the withdrawal notice to the Partner. For the purposes hereof, the following situations shall be regarded as a material breach of the Agreement:



- (i) breach of the obligations of the Partner stipulated in Clauses 4.2, 4.3 and 6.1 hereof;
- (ii) repeated breach of other obligations of the Partner under Clause 3 (payments), where repeated shall mean that the Partner breaches its obligations after already being notified of a breach and on the possibility of withdrawal from the Agreement; and
- (iii) other situations stipulated by applicable law.

The Partner may withdraw from the Agreement in the event of a material breach of this Agreement by the Kiwi.com via a written notice. Such withdrawal is effective as of the delivery of the withdrawal notice to the Kiwi.com. For the purposes hereof, the following situations shall be regarded as a material breach of the Agreement:

- (i) Breach of the obligations of the Kiwi.com stipulated in Clauses 4.2, 4.3. and 6.1 hereof;
- (ii) Repeated breach of the obligations of the Kiwi.com arising hereof in connection with the paying of Fee, where repeated shall mean that the Kiwi.com breaches its obligations after already being notified of a breach and on the possibility of withdrawal from the Agreement; and
- (iii) Other situations stipulated by applicable law.

5.3 For the agreed services, the following implementation times are expected (may be adjusted and further specified based on the good-faith consultation of the Parties):

- (i) JUN-SEP 2023

6. CONFIDENTIALITY

6.1 The Parties agree that the Confidential Information shall remain confidential and that they shall both be prohibited from disclosing any of the Confidential Information to any third person, except as provided below. The Parties shall instruct any person with access to the Confidential Information (i.e. employees or advisors) in writing about the existence of the copyright and confidentiality obligation and shall ensure that these persons neither disclose to the third parties nor use the Confidential Information for any other purpose than stipulated herein.

6.2 The obligations set forth in Clause 6.1 hereof do not apply to the Confidential Information that: (i) is already available in the public domain through no fault of the other Party, (ii) has been independently acquired or developed by a Party without breach of this Agreement, (iii) has been whenever rightfully acquired by a Party from a third party, without any limitation in relation to its further use or disclosure, (iv) is legally required to be disclosed by a Party, provided that the disclosing party promptly notifies the other Party of its requirement to disclose the Confidential Information, and co-operates with the other Party, (v) is expressly authorized for disclosure by written permission of the other Party.

6.3 The obligation of confidentiality set forth in this Clause 6 (*Confidentiality*) shall remain in effect also after the termination of this Agreement.

7. LIABILITIES

The Parties shall be liable to each other for any damage resulting from the breaches of this Agreement or incorrectness of the representations herein.

8. EXPENSES AND VAT

Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation, and execution of this Agreement. Any and all amounts payable hereunder are stated without VAT or similar tax.

9. NOTICES

9.1 The Parties have agreed the rules for notification delivery as follows:

9.1.1. The Parties hereto declare that the information about each of them is true, in accordance with their actual condition and undertake to mutually inform each other about any and all changes of data mentioned hereto without undue delay following the change. The Parties undertake to inform the other Party about all details and information necessary to enforce any and all law associated herewith.

9.1.2 The Parties hereto agree that written documents, which contain legally significant facts in accordance hereto, shall be delivered to each other by mail, in the form of registered letters, unless otherwise agreed hereto. For the purpose hereto, a written document containing legally significant facts is understood to be in particular the termination of contract, withdrawal from contract.

9.1.3 The Parties hereto agree that the address to deliver the written documents pursuant hereto shall be the address of the company and correspondence address set forth in the heading hereto, unless one party shall inform the other party about a change of address, pursuant to para. 9.1.1 herein. In such case, the address deemed as delivery address shall be the said address about which one Party notified the other Party. The notifying Party shall not be liable for any potential consequences associated with failing on its obligation to inform the recipient pursuant to this provision hereto.

9.1.4. The Parties are obliged to ensure receipt of any letters at the said address.

9.1.5. In case of a failure to receive the letter, the declaration of will of one of the Parties, which was addressed to the other Party, shall be deemed to be the third (3rd) day of depositing the unreceived letter with the deliverer. This shall apply also in the case whereby the other Party did not acquaint itself with the letter or is not present at the point of delivery, unless the case is that the Party could not acquaint itself with the delivery as a consequence of an error on the deliverer's part.

9.1.6. In case of an undelivered undeposited letter, the letter shall be deemed delivered on the day the deliverer returns it to the sender. The withdrawal or termination hereto (if permitted by this Agreement or the law), may be communicated to the other Party only in the form of a delivery with an advice of delivery. The previous provisions shall apply equally in this case.



9.1.7. With other manners of delivery (delivery by fax or e-mail), these shall be deemed delivered with the printing of the confirmation of the fax notice being sent from the technical equipment of the sender or with the displaying of a confirmation of the e-mail being sent on the technical equipment of the sender. This manner exempts addressing and delivering of:

- (i) written documents containing the declaration of will of parties as stated in para. 9.1..2 herein;
- (ii) other written documents, which are intended to produce legal effects in relation to the recipient (i.e. to establish, change or terminate rights or obligations).

9.2 Any notification or communication to be given hereunder shall be addressed to the respective Party as follows::

(a) For Kiwi.com:

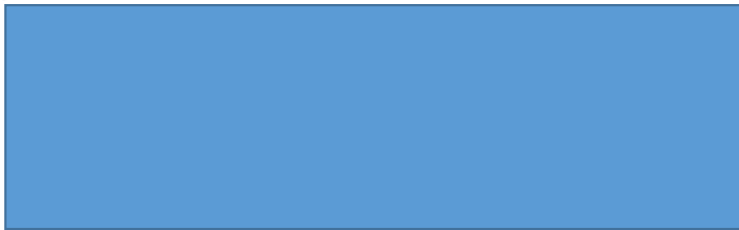
Kiwi.com s.r.o.

Address:

E-mail:

Telephone

Attention:



(b) For the Partner:

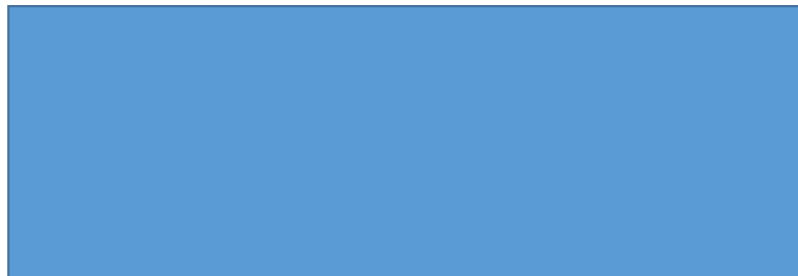
Letisko M. R. Štefánika – Airport Bratislava, a. s.

Address:

E-mail:

Telephone:

Attention:



9.3 Any notice or other communication under or in connection with this Agreement shall be in the English language.

10. ENTIRE AGREEMENT

This Agreement sets forth the full and complete agreement of the Parties and supersedes all proposals, negotiations, and representations made prior to its execution relating to the subject matter of this Agreement, except to the extent that the same are incorporated herein. Any and all customs and habitual practices of the Parties are set out in this Agreement. The Parties may not invoke habitual practices and customs, unless these expressly derive from this Agreement.

11. WAIVERS

No failure or delay by the Parties in exercising any rights or remedies provided by law under or pursuant to this Agreement shall impair such rights or remedies or operate and/or be interpreted and/or construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

12. CUMULATIVE REMEDIES

All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, statute, in any other agreement between the Parties or otherwise.

13. SEVERABILITY

Except as set forth expressly otherwise in this Agreement, any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction. The Parties hereby undertake to negotiate in good faith to replace any invalid, illegal or unenforceable provision with a new provision that is valid, legal and enforceable and comes as close as legally possible to such invalid, illegal or unenforceable provision.

14. AMENDMENTS

Any changes, amendments, and supplements to this Agreement shall be in writing, signed by all Parties.

15. ASSIGNMENT OF THE RIGHTS AND OBLIGATIONS

15.1 The rights and obligation of the Parties under this Agreement shall be assignable to the third party only with the prior written consent of the other contractual Party which shall not be unreasonably withheld.

16. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assignees.



17. GOVERNING LAW

This Agreement, and any disputes concerning its construction, interpretation, performance and/or validity, shall be governed by the substantive laws of the Slovak Republic and shall be held under the jurisdictions of Slovak courts component in accordance with the registered seat of the Partner.

18. DISPUTE RESOLUTION

Any and all disputes or discrepancies arising from this Agreement or in connection herewith shall be resolved by amicable settlement. Should the Parties fail to resolve any such disputes or discrepancies by amicable settlement within a reasonable period of time which shall not exceed thirty (30) calendar days, any such disputes or discrepancies shall be settled by the competent courts of the Slovak Republic determined based on the seat of the Partner.

19. LANGUAGE

This Agreement is executed in the English language. In the event of a translation to any other language and in the event of a discrepancy or inconsistency between the original English version and its translation, the English version shall prevail.

20. COUNTERPARTS

This Agreement is made out in 4 (four) originals, 2 (two) for each Party.

21. VALIDITY AND EFFECTIVENESS

This Agreement has been concluded and its legal effects shall become effective in line with the Act No. 546/2010 Coll. supplementing the Act No. 40/1964 Coll. Civil Code, as amended, amending and supplementing certain acts, and with the Act No. 211/2000 Coll. on Free Access to Information and on the Amendment and Supplements to Certain Acts, on the day following after the day of its publication in the Central Register of Agreements, administered by the Government Office of the Slovak Republic.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the date first written above.

For and on behalf of **Kiwi.com s.r.o.**

Name:

Title:

Date:



For and on behalf of **Letisko M. R. Štefánika – Airport Bratislava, a. s. (BTS)**

Name:

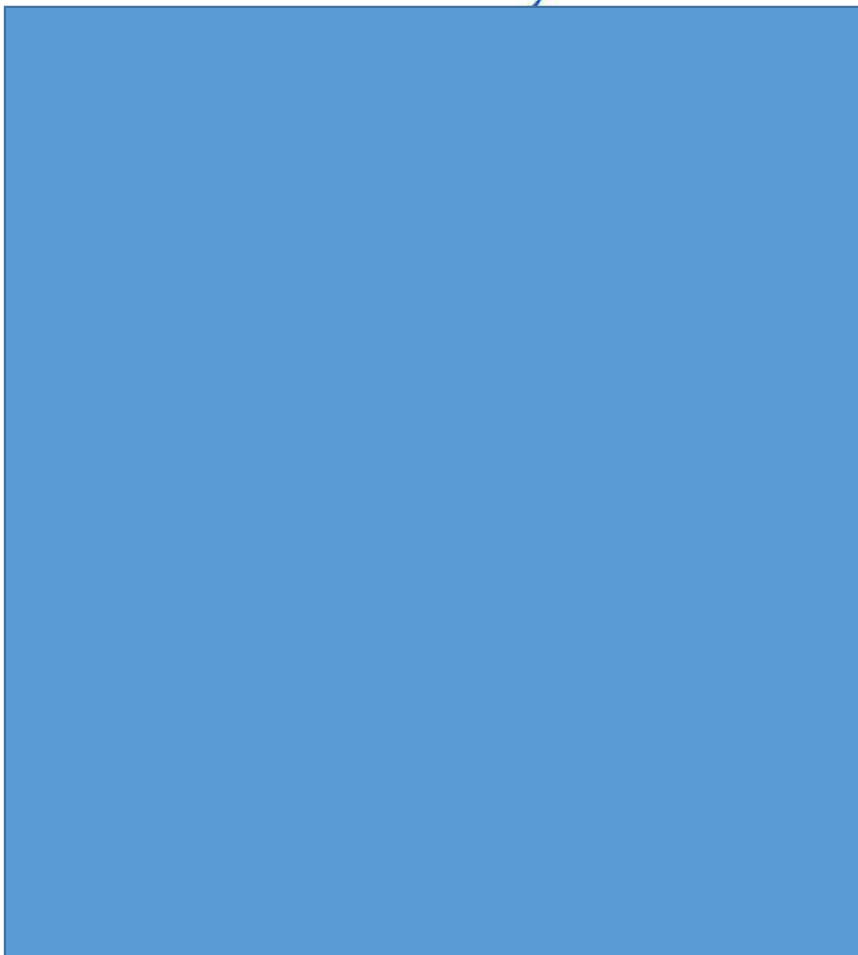
Title:

Date:

Name:

Title:

Date:



A handwritten signature in blue ink, consisting of a stylized 'L' shape with a horizontal line extending to the right and a vertical line extending upwards from the top of the 'L'.

Schedule 1

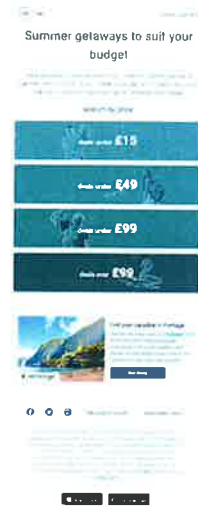
[BTS Barter proposal](#)

K Campaign portfolio: BTS Airport promotion

bts.aero
BTS AIRPORT PROMOTION

CAMPAIGN STRUCTURE

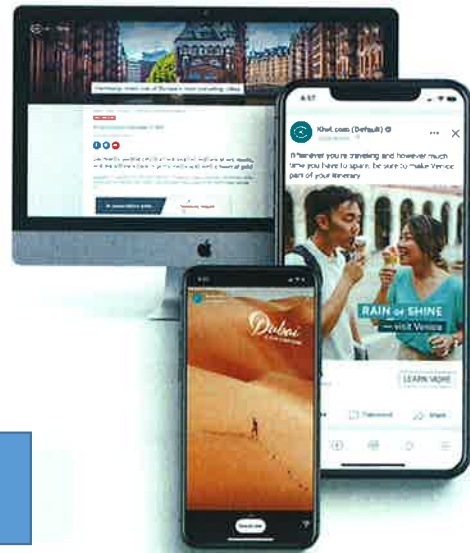
- 1) Kiwi.com Stories Article
 - 2) Social Media Promotion
 - 3) Kiwi.com Front End Banners
 - 4) Email marketing
 - 5) Route Demand Dashboard
 - 6) WL / Widget booking solution
- Total investment: **32.000 EUR (barter)**
 - Market focus: **CZ, SK, AT**
 - Start date: **June 2023**
 - Campaign duration: **4 months (June - Sep 2023)**



K 1) Kiwi.com Stories

bts.aero
BTS AIRPORT PROMOTION

- Kiwi.com marketing flagship
- Tailor-made BTS article + content suggestions
- Message: "where and why to fly from BTS airport"
- Article translations CZ / SK / EN
- **Article can be translated into SK as a LP**
- +250.000 Kiwi.com Stories (all pages) monthly visitors
- Includes links to Kiwi.com search page → flights to BTS
- Example: [KSC campaign](#)



K 2) Social Media: detailed overview

bts.aero
BTS AIRLINE PARTNER

- Facebook and Instagram dedicated posts
- Redirect to BTS Stories article
- 1x FB posts, 1x IG posts, IG Stories + organic posts
- Translations EN / CZ
- <https://www.facebook.com/kiwicom247>

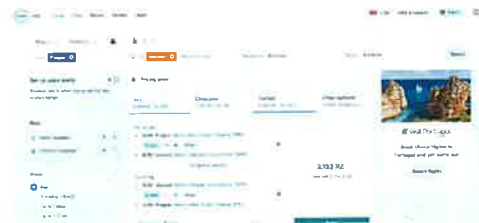


* Example of social media activities covered by Kiwi.com for selected partner destinations

K 3) Kiwi.com FE banners: BTS promotion

bts.aero
BTS AIRLINE PARTNER

- Tailor made BTS banners visible on Kiwi.com home page and results page
- The most lucrative Kiwi.com marketing touchpoint
- Shown to people with website in following languages: CZ, SK, AT
- Message: "Looking for a budget trip? See options from/to BTS"

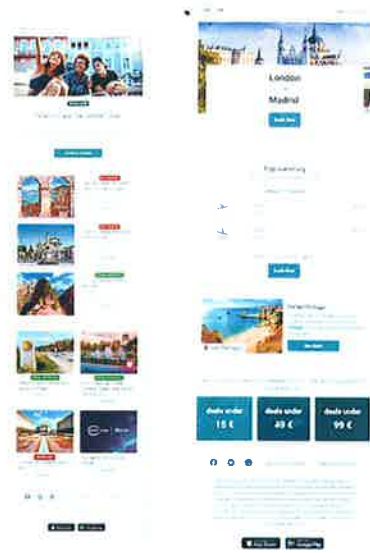


K 4) Marketing emails

- Email blasts with Bratislava banners and flight promo
- Bratislava promotion via emails / mobile notifications
- High open rate +35%
- Redirect to the article about Bratislava & BTS search results



bts.aero

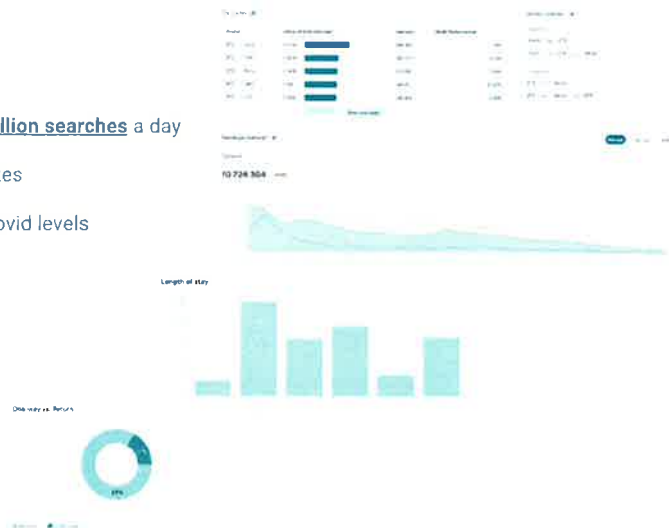


K 5) Route Demand Dashboard

ROUTES DEMAND DASHBOARD

- Access our global demand dataset with **100 million searches** a day
- **Monitor recovery and performance** of your routes
- **Compare performance** with last year and pre-covid levels
- Identify unserved and underserved routes
- Detailed breakdown of **passengers**
- Complimentary 1 month trial licence
- **Easy access** via B2B Tequila platform

bts.aero



6) White-Label Solution

WHITE - LABEL / WIDGET - on airport website and mobile

- 4% commission per booking
- BTS as default origin airport in search results
- Reach new customers through our unique global search engine
- 60 languages & currencies, 24 / 7 customer support
- **Included in BTS barter offer → free of charge development**



[STN Airport](#)



[BGY Airport](#)



[HAM Airport](#)