

MARKETING SERVICES AGREEMENT

Z/BTS/DOP-LOB/xx/2019

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Entered into between

Letisko M. R. Štefánika – Airport Bratislava, a.s. (BTS), (having its registered office at: Letisko M. R. Štefánika, 823 11 Bratislava II, Slovak republic, postal address: Letisko M. R. Štefánika, P.O.BOX 160, 823 11 Bratislava 216, registered by the at the Commercial register of the District Court Bratislava I registered under Section: Sa, Insert number 3327/B, company registration number 35 884 916 represented by Jozef Pojedinec - Chairman of the Board of Directors and Oto Šinkovic – Member of the Board of Directors and Executive Director for Strategy, Infrastructure and Development (“**Bratislava**”)

and

Wizz Air Hungary Ltd., having its registered seat at: H-1103 Budapest, Kőér street 2/A, Building B, Floors II-V Hungary, Company Registration No. 01-10-140174; represented by Mr. Andras Sebok, in his capacity of Chief Supply Chain Officer, (“**Wizz Air**”)

(Each a "**Party**" and together "**the Parties**")

RECITALS:

- (A) Wizz Air is a low-cost airline which operates low-fare short-haul passenger flights to a wide variety of destinations.
- (B) In particular Wizz Air operates flights to and from Bratislava (the “**Location**”).
- (C) Wizz Air is also involved in and carries out a wide range of marketing activities in relation to its operations, in order to promote its flights and other products.
- (D) As a result of these activities, Wizz Air has detailed and specialist knowledge and understanding of the airline and tourism markets. It has in-depth experience of consumer demands and is an expert at marketing to such consumers. It also has existing infrastructure, such as its website, social medial channels and a database of consumers who have flown or might fly to the Location, which it uses for marketing.
- (E) Bratislava recognises and is interested in benefiting from this expertise to reach the customers through promotion of the Location by Wizz Air in order to increase the number of passengers travelling to/from Bratislava on directions operated by Wizz Air, thus

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increasing aviation and non-aviation service revenues.

(F) Bratislava has therefore agreed to employ the marketing services offered by Wizz Air, on the terms set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Subject of the Agreement

- 1.1. The purpose of this Agreement is to specify the terms pursuant to which Wizz Air shall provide Bratislava certain marketing services that intend to promote Wizz Air's routes from the Location, as well as Slovakia in general.
- 1.2. Wizz Air acknowledges that Bratislava will work with Wizz Air on a non-exclusive basis and it is fully aware that Bratislava may enter into similar agreements with another carrier.
- 1.3. The Parties acknowledge that in addition to the marketing services specified herein Wizz Air may use such marketing, advertising, promotion, consulting services and public relations activities as it may deem necessary in order to promote the Location and its aviation and non-aviation services.

2. Marketing Services

2.1. Wizz Air shall render the following marketing services to Bratislava:

Marketing plan 2018 / Wizz Air - Bratislava Airport				
Channel	Description	Target recipients	Completion Time for the provided marketing service	Value
Webpage	12 weeks of Profile Page Banner on Bratislava / Slovakia	Visitors of the Ukrainian language version of the webpage	August – October 2019	EUR 10,000
TOTAL value in package				EUR 10,000

2.2. In consideration for the marketing services defined in clause 2.1., Bratislava shall pay to Wizz Air € 10,000.- (ten thousand euro) after the conclusion of all the services. Wizz Air shall issue the respective invoice to Bratislava after the conclusion of all the services defined in clause 2.1. The aforesaid amount is net of VAT and VAT should be added to it if it is applicable.

3. The remuneration shown in clause 2.2 above shall be paid by Bratislava within 30 days of receipt of an invoice issued by Wizz Air. Payment shall be made by transfer to the bank account of Wizz Air as indicated on the invoice. The parties will have the right to set off any amount owed by Bratislava to Wizz Air under this Agreement against any amount owed by Wizz Air to Bratislava under any other agreement between them, provided that both parties agree to such set off.
- 2.4. All contents (including all translations, visuals) shall be provided by Bratislava at least one week prior their intended date of publication. The content must adhere to Wizz Air's guidelines and be approved by Wizz Air. Wizz Air reserves the right to reject publication of any content that does not comply with its guidelines, or might in Wizz Air's sole discretion be deemed unlawful or unethical.
- 2.5. The contents of all advertisements may concern Slovakia as travel destination and/or Bratislava and its aviation and non-aviation services.

3. Intellectual Property Rights

- 3.1. Bratislava hereby grants Wizz Air a limited, non-exclusive, non-transferable, royalty-free license to use Bratislava's trademark and any marketing content and visuals of Bratislava for the purpose contemplated under this Agreement, which Wizz Air shall have no right to sublicense without written approval from Bratislava which shall. For the avoidance of doubt the license herein doesn't amount to a transfer of rights and the intellectual property rights of such material shall remain Bratislava's property throughout the term of this Agreement. If content and visuals are delivered by third parties, Bratislava shall be liable for obtaining a license (if required) to use such third parties trademarks, marketing content and visuals for the purpose of this Agreement.
- 3.2. Any use by Wizz Air of the above stipulated material must be approved in advance by Bratislava supplying such names, service marks, logos, trademarks and/or artwork or as appropriate.
- 3.3. Bratislava warrants that the materials and information licensed or sublicensed (in case of third party's trademarks or other intellectual property) to Wizz Air by Bratislava or the use thereof by Wizz Air, do not infringe any intellectual property rights of any third party nor are otherwise unlawful and Bratislava will indemnify defend and hold Wizz Air harmless from and against any and all possible claims, alleged claims expense, damage, loss whether direct or indirect suffered or incurred by Wizz Air in relation to any breach by Bratislava of this warranty.
- 3.4. Wizz Air shall inform Bratislava of notices or claims by third parties and shall provide Bratislava with data and documents of importance to the defence. Bratislava shall on request of Wizz Air negotiate directly with the claimant and conduct or take over legal proceedings against the latter.

Term and Termination

- 4.1. The Agreement is concluded for the period from the day following after the day of its publication in the Central Register of Agreements (as set in para. 9.3. of this Agreement) to 30th November 2019.
- 4.2. Either party may terminate this Agreement with written notice to the other party in case of material breach of contract by the other party (defaulting party) provided that the defaulting party does not remedy such breach within 10 days from the receipt of the non-defaulting party's notice on the same.
- 4.3. Bankruptcy – Force Majeure: Either party may terminate this Agreement with immediate effect by giving written notice to the other party:
 - (a) upon the other Party being adjudged bankrupt, becoming insolvent, or making any voluntary arrangements with its creditors;
 - (b) if an event of Force Majeure arises, and continues as provided in clause 5 below for more than 2 (two) months, making it impossible to proceed with this Agreement in the foreseeable future.

5. Force Majeure

- 5.1. For the purpose hereof Force Majeure Event means an event beyond control of a party as a result of which the party is unable to perform its obligations under this Agreement. A Force Majeure Event includes, but is not limited to: prohibitions or acts by government or public agency, riot, war, public disturbance, strike, other labor disputes and work stoppages, failure or interruption of transportation, epidemic, fire, flood, earthquake, storms or other acts of nature.
- 5.2. If one party has been prevented from performing its responsibilities stipulated in the Agreement because of a Force Majeure Event, it shall notify the other party in writing within 15 (fifteen) days after the occurrence of such Force Majeure Event, and both parties shall use reasonable endeavours to mitigate damages, to the extent possible.
- 5.3. If a Force Majeure Event occurs, neither party shall be responsible for any damage, increased costs or loss which the other party may sustain by reason of such a failure or delay of performance, and such failure or delay shall not be deemed a breach of this Agreement and the performance of such affected obligations and any obligations consequential thereto shall be suspended until the Event of Force Majeure has ended.
- 5.4. A party claiming inability to perform due to a Force Majeure Event shall take appropriate means to minimize or remove the effects of the Force Majeure Event and, within the shortest time, attempt to resume performance of the obligation affected by the Force Majeure Event.

Limitation of Liability

- 6.1. With the exception to liability under any indemnity hereunder, in no event shall either party be liable for any loss of business, loss of profit, or loss of anticipated savings or for loss of damage to data or for any indirect, or consequential losses suffered by the other party or any third party. Nothing in this Agreement shall limit either party's liability for death or personal injury resulting from its negligence or either party's liability for fraudulent misrepresentation or any misrepresentation as to a matter fundamental to its ability to perform its obligations under this Agreement.

7. Representations and warranties

- 7.1. Each Party represents and warrants to the other party as follows:
- a) it has the legal ability to enter into this Agreement and has full power to execute this Agreement and to carry out its respective decisions hereunder;
 - b) this Agreement is a legal, valid and binding obligation of the Party and is enforceable against it in accordance with its terms.

8. Miscellaneous

- 8.1. 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.

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 agreement, withdrawal from agreement, written notice demanding payment and any other notices for payment (i.e. invoices included).

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. 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.

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

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.

In the 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.

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:

- written documents containing the legally significant facts
- 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)

- 8.2. This Agreement may be amended only in writing and such amendment should be signed by both parties.
- 8.3. The Parties agree that if any part of this Agreement is declared null and void or otherwise legally defective, the remaining part of this Agreement will remain in force. With regard to the provisions affected by invalidity or unenforceability, the Parties will negotiate in good faith, as far as feasible, alternative provisions which will be binding and enforceable and which will reflect the original intentions of the Parties.
- 8.4. The Agreement (together with all documents referred to herein) constitutes the entire Agreement between the Parties and supersedes all prior agreements, understandings or obligations of the Parties executed before the date hereof and relating to the subject matter of the Agreement; and no statement, obligation or promise shall be deemed to be made or undertaken on the basis of anything said or written by the Parties prior to the execution of the Agreement unless otherwise provided for in the Agreement.
- 8.4 Wizz Air has strict anti-corruption policies and practices. The parties undertake that they will not, at any time during the term of this Agreement, do anything whether on behalf (expressly or implicitly) of the other party or in relation to the subject of this agreement or the provision of the services which is capable of being interpreted as a corrupt practice or bribery for the purpose of any applicable law (which shall include, for this purpose, the UK Bribery Act 2010).
Each party shall promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.
- 8.5 Both parties represent that the entering into and performance by it of its obligations in the Agreement are within its corporate powers and have been duly authorized by all

necessary corporate action and are not in violation of any law and do not require the consent of or approval of, or registration or filing with, any governmental agency or authority or any public tendering.

9. Governing law and Jurisdiction

- 9.1. This Agreement shall be governed by, and construed in accordance with, the laws of Slovakia. Legal relations between the Parties, which are not subject to provisions hereto, shall follow the relevant valid provisions of the Act No. 513/1991 Coll. Commercial Code, as well as other general legal regulations of the Slovak Republic.
- 9.2. All disputes arising out of this Agreement or related thereto, shall be settled amicably by the Parties in good faith negotiations. If any dispute hereunder is not resolved amicably within 30 days from the date of a pertinent request by a Party, it will be settled finally by the applicable courts of Slovakia to which the parties submit themselves.
- 9.3. 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.
- 9.4. This Agreement is made out in 4 (four) originals, 2 (two) for each Party.

The Parties assure each other that the Agreement is signed by their duly authorized respective representatives as of the date of signature.

At Bratislava

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

Jozef Pojedinec
Chairman of the Board of Directors and CEO

Oto Sinkovic
*Member of the Board of Directors and
Executive Director for Strategy, Infrastructure and Development*

Wizz Air Hungary Ltd.

Mr. Andras Sebok
Chief Supply Chain Officer