

## MARKETING AGREEMENT

Between:

**Norwegian Air Shuttle ASA  
Oksenøyveien 3  
1366 Lysaker  
NORWAY**

**No. NO 965 920 358 MVA**

Below referred to as Norwegian

and

**Letisko M. R. Štefánika – Airp ort Bratislava, a.s. (BTS)  
Letisko M. R. Štefánika, P. O. Box 160  
823 11 Bratislava 216  
SLOVAK REPUBLIC**

**Company registration number 35 884 916**

Below referred to as BTS

Together collectively or individually referred to as “the Party” or “the Parties”

### Preamble

- A. Norwegian operates two routes to Bratislava, from Oslo and Copenhagen.
- B. BTS intends to increase the number of passengers on the routes operated by Norwegian Air Shuttle to Bratislava. Consequently, BTS intends to attract the maximum number of passengers using Norwegians services.
- C. The Parties believe that they are able to maximize the number of tourists among incoming Norwegian passengers through marketing targeted at potential Norwegian passengers.
- D. In consideration of Norwegians strong position in the Nordics, the Parties believe that Norwegian owned channels as stated in Annex 2 have the highest cost/benefit ratio in terms of attracting passengers to Bratislava based on the agreed marketing budget.

### 1. TERMS OF THE AGREEMENT

The agreement enters into force on the 1<sup>st</sup> of December 2012 and expires upon successful completion by the Parties of their respective obligations.

### 2. SUBJECT OF THE AGREEMENT

Norwegian shall be responsible for the implementation of the marketing efforts of a total value of €120 000 excl. VAT as per the media plan in Annex 2. These marketing efforts will be targeted at potential Norwegian passengers with the view to maximising the number of passengers arriving to Bratislava. The campaign as per the media plan in Annex 2 shall be completed in full by the 30<sup>th</sup> of June 2013.

Norwegian shall provide BTS with a report on the implementation of the Media Plan once the campaign has finished. This report shall include screenshots and dates of publication of the media channels.

The reports shall be delivered no later than the 30<sup>th</sup> of June 2013 to the following e-mail address: [dalibor.malek@airportbratislava.sk](mailto:dalibor.malek@airportbratislava.sk)

### **3. INVOICING**

Norwegian shall invoice BTS in two instalments as stated below.  
BTS shall complete payment in full within 30 days from the receipt of each invoice.  
Invoice 1: €50 000, sent no later than the 31<sup>st</sup> of December 2012  
Invoice 2: €70 000, sent no earlier than the 1<sup>st</sup> of February 2013

The invoices shall be delivered per post to the following address:  
Letisko M. R. Štefánika - Airport Bratislava, a.s. (BTS)  
Letisko M. R. Štefánika, P.O.BOX 160  
823 11 Bratislava 216  
Slovak Republic

### **4. CONFIDENTIALITY**

The Parties undertake to hold in strict confidence the provisions set forth in this agreement. Disclosure to public authorities and intra-group disclosure are permitted, subject to the sole use of the information by the relevant party. Any other disclosure by either Party is subject to the prior authorisation of the other party.

### **5. ENTIRE AGREEMENT**

This agreement and any accompanying annexes constitute the entire understanding between the Parties and replace any prior agreements and understandings whatsoever in connection with the subject of this agreement.

### **6. NON-EXCLUSIVE AGREEMENT**

This agreement is entered into on a non-exclusive basis. Each Party has the right to enter into similar agreements with other parties.

### **7. AMENDMENTS AND TERMINATION**

This agreement may be amended by written agreement, upon mutual consent of the Parties.

This agreement may be terminated by either Party in the event of a material failure of the other Party to fulfil any of its obligations set forth by this agreement being not remedied within 30 days following the date of receipt of a notice requiring such remedy.

**8. SEVERABILITY**

Each of the provisions of this agreement is severable. In the event that one or more of the provisions set forth in this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions of this agreement shall not in any way be affected or impaired thereby. In such eventuality, the parties undertake to replace the provisions affected or impaired by a provision (i) having an effect as similar as possible to the provision which has been invalidated and (ii) maintaining the fairness of the contractual terms.

**9. DISPUTE RESOLUTION**

The Parties undertake to amicably resolve any dispute arising out of or in connection with this agreement, including any questions regarding its existence, validity or termination. Disputes unresolved amicably shall be referred to and finally resolved by arbitration under the Oslo Chamber of Commerce Institute of Arbitration Rules which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Oslo, Norway. The language to be used in the arbitral proceedings shall be English unless agreed otherwise by both Parties.

**10. Governing law**

This agreement, its interpretation, validity, performance and any breach hereof shall be governed by Norwegian law.

**Maros Jancula**  
CEO & Chairman of the Board  
Letisko M. R. Štefánika - Airport Bratislava, a.s.

**Michael Ambs**  
Marketing Project Manager  
Norwegian Air Shuttle

22 NOV. 2012

**ANNEX 1**

**Invoice details:**

**Company/organisation:**

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**Address:**

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**Invoice address:  
(If different from address)**

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**VAT number :  
(If required)**

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**Organisation number:  
(If required)**

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**Purchase number:  
(If required)**

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**Text on invoice:**

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**Your reference:**

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ANNEX 2

Investors:					
Airport Bratislava		€ 120 000			
Channel	Cost Per Insertion	Duration	Insertions	Total Cost	Circulation Per Insertion
Front page banner 2/3 Norway	€ 2 000	1 day	13	€ 26 000	840.000 sessions per week
Front page banner 2/3 Denmark	€ 600	1 day	12	€ 7 200	370.000 sessions per week
Email newsletter Norway	€ 38 800	n/a	2	€ 77 600	980.000 subscribers
Email newsletter Denmark	€ 9 200	n/a	1	€ 9 200	238.000 subscribers
<b>Total</b>				<b>€ 120 000</b>	

Web – Banner on front page lower right: 220 x 248 pxl

**Description**

Norwegian's homepage is one of Scandinavia's most visited travel sites where you target each country individually depending on where you want to increase your passengers from. This banner has the highest click rate among the web banners that we offer to destinations. The banner can be linked to different sites like the low fare calendar or a dedicated landing page.

**Required material**

LOGO	File type: Colour:	N/A N/A
IMAGES	Format: Number: Dpi: Size:	Jpg/Tiff/Png Min. 1 Min. 72 dpi Min. 220 x 248 pxl



## Newsletter – bottom banner: 605 x 180 pxl

### Description

Norwegian's newsletters have Scandinavia's biggest e.DM databases segmented per country to allow you to target individual markets individually depending on where you want to increase your passengers from. This super sized banner allows for deep regional branding as well as a price point.

### Required material

LOGO	File type: Colour:	Eps/AI Multi
IMAGES	Format: Number: Dpi: Size:	Jpg/Tiff/Png Min. 1 Min. 72 dpi Min. 605 x 180 pxl
OTHER	RGB specifications logo and other colours	



**norwegian**

