

**Agreement on consulting Services**  
**Runway and taxiway systems analysis**  
**Simulation**

No. 0227006653

(the "Agreement") concluded between

**Letiště Praha, a. s.** (in English Prague Airport),

with its registered office at K letišti 1019/6, Ruzyně, 161 00 Praha 6, Czech Republic, Reg. ID No: 282 44 532, VAT No. CZ699003361, registered on the Commercial Register maintained by the Municipal Court in Prague, file number B 14003,

(hereinafter the "**Client**")

and

**ARCADIS CONSULTING (UK) LIMITED,**

with its registered office at 34 York Way, London, N1 9AB, United Kingdom, registered in the Registrar for companies of England and Wales , company number 2212959, VAT No. 872799950

(hereinafter the "**Consultant**"),

(Client and Consultant also together referred hereinafter as the "**Parties**" and individually as the "**Party**")

Preamble

WHEREAS, Consultant is an entity that develops and invests in airports and airport-related businesses and offers a wide range of consultancy services to its clients.

WHEREAS, The Client, as the operator of the Prague Airport (ICAO code "LKPR", IATA code "PRG"), aims to gain the assessment of the runway and the taxiway system's capacity and throughput, which are defined by the historical and expected traffic demand and future airport layout The elaboration and outcomes of the analysis shall also include the recommendations for improvements as described within Annex 1 of this Agreement.

(the "**Project**").

WHEREAS, Consultant has expressed interest in acting as consultant/advisor to the Client in connection with the Project.

WHEREAS, the Parties wish to define their basic principles of collaboration with regard to the implementation of the Project by this agreement.

Now, therefore, the Parties hereto agree as follows:

**Article 1**

**Subject of the Agreement**

1.1 The subject of the Contract is the Consultancy/ Advisory Services provided to the Client in terms of consultancy related to the:

- a) assessment of the runway and the taxiway system's capacity and throughput, which are defined by the historical and expected traffic demand and future airport layout. The elaboration and outcomes of the analysis shall also include the recommendations for improvements as described within this document. ("Part 1");
- b) extra advisory services ("Part 2").

A detailed scope of work for Part 1 provided by the Consultant is specified in the attachment hereto as Annex 1 of the Agreement ("**Scope of Work**" or "**Services**") and Annex 2 Proposal.

## **Article 2**

### **Duration and Implementation**

- 2.1. The validity and effectivity of this Agreement shall commence upon its signature by both Parties ("Commencement Date") and the Agreement will be valid till 31<sup>st</sup> December 2024.
- 2.2. Consultant will complete the work on Part 1 as further described in Annex 1 as follows:
  - a) First workshop will be held in the seat of the Client.
  - b) Design works for simulations will start by email notice send to Consultant after first workshop.
  - c) Draft output of the runway simulation and evaluation process ("report") will be completed by the Consultant till 105 calendar days after e-mail notice sent by the Client.
  - d) Comments of the Client are expected to be issued within 21 calendar days after draft of the report is handed over by the Consultant.
  - e) Interim report is to be issued by the Consultant within 14 calendar days after recieving the Clients comments.
  - f) Final workshop with personal presentation of the interim report to the Client will be organized in the seat of Client within 7 days after e-mail notice sent by the Client.
  - g) Comments of the Client are expected to be issued within 7 days after interim report is handed over by the Consultant and personally presented.
  - h) Final report is to be issued by the Consultant within 7 days after recieving the Clients comments after final workshop.
- 2.3. Deliverables:
  - a) Final report must be delivered 1 x Hard-Copy and digital files of report in editable form – technical report (docx) and non editable form.
  - b) Draft report and interim report must be delivered as digital files of report in editable form – technical report (docx) and non editable form.
  - c) Draft and final outputs will include videos as specified in Annex 1.
- 2.4. Notwithstanding any other term of this Agreement, Consultant will provide the Services to the best of its ability and shall exercisinge all reasonable skills, reasonable care and diligence in the discharge of its duties under this

Agreement. (the "Standard") and shall not be liable hereunder unless Consultant has failed to exercise such Standard.

- 2.5. The Client will provide Consultant with all data and documents necessary to fulfil his obligations in connection with the Services to be provided in accordance with this Agreement as far as the data and documents are for the Client available. The Client will name relevant contacts to Consultant and provide Consultant with relevant information concerning the provision of Services as far as the Client is in the possession of such contacts or information. Any and all relevant information will be provided by the Client in the English language or Czech language. In case the Client provides such information in the Czech language and requires Consultant to work with such data, any required translation costs thus caused shall be borne by the Consultant. The Consultant shall be entitled to rely upon the completeness and accuracy of all information and/or documents furnished by or on behalf of the Client, unless incompleteness or inaccuracy is apparent from the documents submitted or shall be apparent when applying the Standard.
- 2.6. Consultant shall supply the Client written advice or confirm oral advice in writing or deliver a final written report in terms stipulated in Annex 2 hereof and make an oral presentation on completion of the Services as specified in Annex 1. Prior to completion of the Services, Consultant may supply oral, draft or interim advice or reports or presentations but in such circumstances written advice or a final written report shall take precedence. Consultant shall be under no obligation in any circumstances to update any advice, report or any other product of the Services, oral or written, for events occurring after the advice, report or product concerned has been delivered by Consultant to the Client in final form. Consultant will provide its results in English language.
- 2.7. Consultant will provide such sufficient resources as Consultant deems necessary to perform the Services.
- 2.8. The core project team of Consultant that will provide the aforementioned consultancy Services will consist of the following members:
  - a) [REDACTED]
  - b) [REDACTED]
- 2.9. Client is not obliged to take over any product of Service in case that such product does not comply with this Agreement or the Standard or in case that comments of the Client have not been reasonably taken into account and results have not been properly incorporated into product of Service. If Client does not issue comments within the timescales set out in Clause 2.2d above, the product of Service will be deemed to have been accepted by the Client.

### **Article 3**

#### **Remuneration**

- 3.1 The Consultancy/ Advisory Services rendered according to Art. 1 clause 1 a) of this Agreement will be paid a lump sum fee in the amount of 50,000 EUR (the "**Price**") exclusive of VAT, however the Price includes any other

applicable direct and/or indirect taxes, duties, fees or any other form of levy, if charged.

3.2 The Price pursuant to Article 3.1 includes personnel costs, equipment use costs and also reasonable other/additional costs needed immediately to provide the Services, including travel and accommodation expenses and VAT. For the Czech tax purposes the direct travel and accommodation expenses shall be considered the inseparable part of remuneration for the Services performed under this Agreement.

3.3 The Consultancy/ Advisory Services rendered according to Art. 1 clause 1 b) of this Agreement will be paid at these man-day rates:

Project Team Leader 1,000 EUR/1 man-day excl. VAT

Project Analyst 750 EUR/1 man-day excl. VAT

plus expenses, if they were agreed by the Parties in writing prior to their commencement.

The man-day rate for Consultancy/Advisory Services will include personnel costs, equipment use costs and also reasonable other/additional costs needed immediately to provide the Services, excluding travel and accommodation expenses and related VAT. Direct travel and accommodation expenses paid extra shall be limited by the price of the two-way Economy Class flight ticket from Consultant's seat to Prague and hotel expenses of 120 EUR per person per night. For the Czech tax purposes the direct travel and accommodation expenses shall be considered the inseparable part of remuneration for the Services performed under this Agreement.

3.4 If any taxing authority imposes any direct or indirect taxes, duties, fees or any other form of levy on any sum payable to Consultant pursuant to the terms of this Agreement, the amount so payable will be deducted (withheld) from the Price.

3.5 In case of early termination of this Agreement for reasons attributable to the Client, Consultant shall be entitled to a pro rata remuneration for the Services and works already completed up to the date of such termination as well as actual expenses related to the Services not yet rendered.

3.6 The invoice shall contain requisites determined by tax and accounting legal regulations valid and effective at the date when the invoiced taxable supply is effected or at the date of receipt of payment for this supply.

3.7 Unless the sent invoice contains requisites determined by the legal regulations or unless VAT is applied under the related tax law then the Client should return the invoice to the Consultant for the addition in the maturity of an invoice for supplied Services. In this case the new 30-day maturity of an invoice for supplied Services begins from day the correct invoice was delivered to the Client.

## **Article 4**

### **Terms of Payment**

4.1. For the Services rendered, Consultant shall submit invoices to the Client according to the following schedule:

a) The price for the Services according to the clause 3.1 hereof (Part 1) will be paid after all Services are duly completed and its results handed over and accepted in written by the Client, the Invoice for the respective amount (the part of the lump sum stipulated in clause 3.1 hereof) may be issued by the Consultant after the written acceptance of the Services by the Client.

b) The man-day rate according to the clause 3.3 of this Agreement will be invoiced after delivery of the respective final result of the Services (Part 2) to the Client.

- 4.2. Payments due to Consultant shall be effected by the Client to the bank account indicated by Consultant within 30 days after receipt of the respective invoice. Should the due date of payment fall on a day when bank transfers are not performed (incl. weekends and Bank or National Holidays in the Czech Republic), the due date will thus be considered the immediately following work day. The date of payment is considered the date on which the funds are deducted from the Client's bank account.

If the Client is late in paying the price or part thereof, the Consultant shall be entitled to charge late payment interest in the amount of 0,02% of the outstanding amount for each day of delay.

Each party shall bear bank own bank fees related to the wire transfer.

- 4.3. All the invoices must be delivered to the address: Prague Airport, Central Evidence of Invoices, Jana Kašpara 1069/1, 160 08 Praha 6 or to e-mail address: invoices@prg.aero .
- 4.4. The Client is entitled to reduce the payment for services by withholding or another similar tax if the payment for services shall be decreased by withholding or other similar tax according to the Czech tax laws. In such a case the amount of the withholding or other similar tax shall not be considered unpaid obligation of the Client towards the Consultant.

## **Article 5**

### **Change Order**

- 5.1 Both Parties may, by written notice to the other Party, request or propose changes to the scope of Services.
- 5.2 Any change of the scope of Services shall be discussed and mutually agreed upon in writing before becoming effective.

## **Article 6**

### **Confidentiality**

- 6.1 Consultant agrees to treat confidential any information, data, documents or results of analyses received by the Client or any of its other consultants or obtained from any source in connection with the performance of this Agreement and performance of the Service (the "**Confidential Information**") and not to use such Confidential Information other than for the purposes of performing the Services as concerns this Agreement and not to disclose it to third parties unless

- a) it is or later becomes public knowledge other than by breach of this confidentiality obligation.
  - b) it is required to be disclosed to any regulatory body, governmental authority or court each with competent authority.
  - c) it was known by Consultant prior to its disclosure by the Client or is lawfully obtained by Consultant thereafter, but has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality.
- 6.2 Consultant undertakes that such Confidential Information to the extent necessary will only be disclosed to those persons who are bound by confidentiality undertakings in the same extent as provided herein and who have a need to know it.
- 6.3 The aforementioned confidentiality obligations shall continue for a term of seventy two (72) months following the termination of this Agreement.
- 6.4 Notwithstanding the foregoing, the Client foregoes the right to engage in any public relations work on his own regarding this Agreement without obtaining the prior express consent in writing of Consultant. Public relations work as used herein comprises any announcement or statement launched in public for advertising purposes or to attract public attention, including any announcement of this Agreement, no matter in what form. Insofar as the Client is legally obliged to release a specific announcement, he undertakes to disclose this circumstance in good time in order to enable agreement to be reached on the contents.
- 6.5 The Client notifies the Provider and the Provider acknowledges that the Client is a legal entity referred to in Section 2 para. 1 point n) of the Act no. 340/2015 Coll., on special conditions for the effectiveness of some contracts, publication of these contracts and register of contracts (hereinafter as „Register of Contracts Act“) and in this context private law contracts concluded with the Client may be subject to the publication in the register of contracts, a public administration information system administered by the Ministry of the Interior of the Czech Republic. Both parties agree with possible publication of this Agreement in the register of contracts with the exception of the facts that constitute business secrets.

## **Article 7**

### **Personal Data**

- 7.1 Should the Consultant come during the provision of Services into contact with Personal Data subject to Act No. 101/2000 Coll. On the Protection of Personal Data, as amended (hereinafter referred to as the “**Personal Data Protection Act**”) or The General Data Protection Regulation (EU) 2016/679 (hereinafter referred to as „**GDPR**“), the Consultant agree to comply with all applicable legal regulations, namely the Act on Personal Data Protection and GDPR.
- 7.2 The Consultant carries out processing of personal data solely for the purpose of fulfilling the Services (hereinafter referred to as “**Purpose**”). If the Consultant carries out processing of personal data for other purposes, it is contrary to this Agreement, Client does not assume any liability for such personal data processing and the Consultant is in the position of a personal

data controller in accordance with the Personal Data Protection Act and GDPR.

- 7.3 The Consultant undertakes to process the personal data for the duration of the Purpose and for maximum of three (3) months after its termination. After the termination of the Agreement the Consultant undertakes to destroy this personal data, unless mutually expressly agreed otherwise by subsequent purchase agreement. If the Receiving party carries out processing of personal data after the specified period, it is contrary to this Agreement, Client does not assume any liability for such personal data processing and the Consultant is in the position of a personal data controller in accordance with the Personal Data Protection Act and GDPR.
- 7.4 The Consultant undertakes to process personal data in a manner that ensures protection of this data by including technical and organizational measures against unauthorized or unlawful access to personal data.
- 7.5 The Consultant undertakes to accept and continuously monitor and control the measures necessary to ensure the protection of personal data, in particular against unauthorized and accidental access to personal data, alteration, destruction or loss, unauthorized transmissions, other unauthorized processing, and other misuse of personal data.
- 7.6 It is prohibited for the Consultant to associate personal data processed under this Agreement with any other personal data obtained or processed for any other purpose.
- 7.7 The Consultant is required to respect the rights of the data subjects to protect their privacy and to protect them against unauthorized interference with the privacy of the data subject.

## **Article 8**

### **Warranty, Liability for Damage and Penalties**

- 8.1 Consultant warrants the careful, competent and timely performance and completion of Services according to the accepted rules and standards of best practice to the extent that there are no limiting conditions encountered that are beyond the control of Consultant as provided in Article 10 of this Agreement. Consultant warrants that the final outcome of the Services shall include all information specified in Annex 1 and Annex 2 of this Agreement.
- 8.2 Consultant's, its officers, directors, agents, contractors and employees liability resulting from the breach of material contractual obligations undertaken by Consultant or its officers, directors, agents, contractors and employees through this Agreement shall be for direct and indirect damages and losses caused by Consultant, its officers, directors, agents, contractors and/or employees in particular the direct and indirect damages and losses (i) connected with or resulting from this Agreement and (ii) occurred in connection with the provision of the Services according to this Agreement.
- 8.3 Notwithstanding the foregoing in this Article, the total liability arising out, or in connection with this Contract and/or Services whether in tort (including negligence or breach of statutory duty, contract, misrepresentation, restitution, or otherwise will be capped at 100% of the relevant Price.

- 8.4 The Consultant shall not have any liability whatsoever to Prague Airport or third parties, for any indirect or consequential damages, including but not limited to:
- a. loss of profit (whether direct or indirect);
  - b. loss of revenue, loss of production or loss of business;
  - c. loss of goodwill, loss of reputation or loss of opportunity;
  - d. loss of anticipated saving or loss of margin, arising out or in connection with the relevant Services.
- 8.5 Consultant's insurance for liability caused to a third person, with benefits of at least EUR 100,000 (or equivalent in CZK, GBP or USD) must be effective during the whole duration of the Agreement.
- 8.6 Save for Force Majeur Events Consultant shall be liable to the Client for damages incurred by the Client as result of breach by Consultant of the law or this Agreement.
- 8.7 Consultant agrees that it shall without undue delay give written notice to the Client of any matter or event coming to its knowledge which may result in a Consultant incurring liability hereunder.
- 8.8 Consultant undertakes to pay to the Customer a contractual penalty in the amount of 0.1 % of the Price for each day of default with submission of Final Report of Final Presentation in accordance with schedule set in the Annex 1 hereto.
- 8.9 Notwithstanding any other term of this Agreement, Consultant's total liability under or in connection with this Agreement whether in contract (including by way of indemnity), tort (including negligence), for breach of statutory duty or otherwise shall be limited to the amount of EUR 100,000 (one hundred thousand euro). Nothing in this Agreement shall limit or exclude the Consultant's liability for death or personal injury caused by negligence, fraudulent misrepresentation or anything else which cannot be excluded or limited by law.

## **Article 9**

### **Duration of Agreement / Termination**

- 9.1 This Agreement will terminate upon the earlier of the following events:
- a) The Parties agree unanimously to terminate this Agreement,
  - b) Termination pursuant to Art. 9.2 or Art. 10.
- 9.2 If the Consultant is in serious or continued breach or default in the performance of any of its obligations under this Agreement and does not remedy such breach or default within fifteen (15) days following delivery to the Consultant a written notice from the Client on the breach/delay of the Agreement, then the Client abiding by the Agreement shall have the right to immediately terminate this Agreement by giving written notice to that effect to the Consultant in breach or default. The termination of the Agreement according to the previous sentence is effective on the day the written notice is delivered to the Consultant in breach.
- 9.3 The termination by either Party shall be subject to a notice in writing.



- 9.4 The Client shall have a right to terminate this Agreement with immediate effect if the Consultant should enter into liquidation, either voluntary or compulsory, or be decided as insolvent by a competent court.
- 9.5 Upon expiry or termination of this Agreement (for whatever reason) no termination payment shall be due from any Party to the other Party with exception of remuneration for the Services already performed, in addition to expenses, as per Section 3.5.
- 9.6 Services in maximal amount equal to CZK 2.900,000 (two million nine hundred thousand) may be provided pursuant to this Agreement. This Agreement terminates to the date when the limit is reached. The Consultant is obliged to monitor what amount has been drawn from the total financial volume and timely notify the Client in advance, in case that the limit may be reached.

## **Article 10**

### **Force Majeure**

- 10.1. Neither Party to this Agreement will be liable for any failure or delay in the performance of its obligations or the exercise of its rights hereunder or for any loss or damage resulting therefrom, if such performance or exercise is delayed in whole or in part by reason of a Force Majeure Event. Force Majeure Event shall mean any event beyond the control of the Party whose performance is interfered with causing a delay or failure to act including but not limited to the acts of God or public enemy, hijacking, civil war, insurrection, riot, fire, flood, explosion, earthquake, serious accident, epidemic, quarantine restriction, any act of terrorism, any act of any government, governmental priority, allocation, regulation or order (hereinafter referred to as the "**Force Majeure Event**").
- 10.2. The Party affected by the Force Majeure Event shall promptly notify the other Party in writing of the circumstances constituting the Force Majeure Event, the date on which it began and the obligations which are thereby delayed or prevented (such obligations to be suspended until such Force Majeure Event and its consequences have ceased to exist). The Parties will meet in good faith to discuss how to best mitigate the Force Majeure Event in order to minimize its impact on the performance of the Parties' obligations under this Agreement.

## **Article 11**

### **Return of Documents / Intellectual Property**

- 11.1 Consultant agrees to return or destroy, on request of the Client, all documents, data or data carriers obtained from the Client and its other advisors and all other documentation and copies related to this Agreement or otherwise to the Project at termination of this Agreement. Consultant shall be entitled to keep such documents necessary to fulfil its legal obligations as concerns record keeping.
- 11.2 Consultant as a licensor hereby grants to Client as a licensee an authorisation to use the Intellectual Property Rights to all the results of Services provided pursuant to this Agreement especially to the works, reports or written documentation prepared by Consultant (hereinafter referred to as "**License**")

and Client accepts such License. Such License shall be exclusive, transferable, perpetual, and territorially unrestricted, allowing Client to use the results of Services by all means foreseen by applicable law. The Client shall be entitled to use the result of Services in its initial form or in a form adapted by another person or otherwise modified, whether separately or in a collection or connection with any other work or elements, wherewith the Consultant hereby grants their consent. Consultant will not be liable for any misuse of or modifications to the result of the Services by the Client or its sub-licensees. The remuneration for such right is included in the Remuneration pursuant Article 3 hereof. Any use in excess thereof shall be mutually agreed upon in writing. No additional remuneration shall apply.

- 11.3 Client may grant an authorisation forming part of the License to a third person, in whole or in part. No additional remuneration shall apply in such a case.
- 11.4 “Intellectual Property Rights” means any and all patents, copyright, rights to industrial designs, trademarks, business and company names, protected designations of origin, rights related to copyright, special rights of a database creator, business secret, know-how, and all other intellectual property rights of any nature (whether registered or not registered), including any applications and the exclusive rights to register anything from the above for protection anywhere in the world.
- 11.5 The Consultant warrants that it is entitled to provide the License to the Client and to ensure for the Client a License for the use of any result of Services, to the extent necessary to undisturbed and unlimited use of such result. The Consultant hereby grants the Client a warranty that the result of Services or other performance of the Consultant under this Agreement or the use of it by the Client under this Agreement does not violate or cause the violation of any third-party intellectual property right. In the event that the Consultant breaches its obligation arising from the warranty stated in this paragraph, the Consultant shall be liable for all of the consequences arising therefrom, and in particular, it shall be obliged to immediately ensure for the Client the right to use the result of Services, which will not violate the intellectual property rights of a third party, and to indemnify the Client for any damage sustained by it in that context.

## **Article 12 Compliance**

- 12.1 Consultant expressly confirms that it will render its Services related to this Agreement in full compliance with all applicable laws, rules and regulations, municipal ordinances and other legal requirements.
- 12.2 The Client agrees to inform Consultant about any conflict of interests between its activities and the interests of Consultant with regard to any project in which the Parties cooperate. Consultant agrees to inform the Client about any conflict of interests between its activities and the interests of the Client with regard to the legitimate interests of the Client.

**Article 13**  
**Miscellaneous**

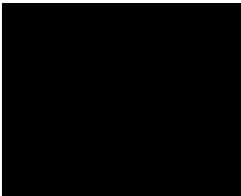
- 13.1 This Agreement, including any schedules and together with the documents referred to or attached to it constitutes the entire agreement and shall supersede and prevail over any prior expressions of intent or understanding with regard to this Agreement.
- 13.2 Any amendment to this Agreement shall be mutually agreed upon in writing.
- 13.3 In case that either a clause of this Agreement or a part of it should be or become invalid, the other conditions will remain unaffected. A valid clause with the same or a similar economical meaning shall mutually be agreed upon and put down in writing to replace the ineffective or missing one.
- 13.4 The Consultant shall not be entitled to assign, not even partially, any of its rights arising from the Agreement to a third party without a prior written consent of the Client.
- 13.5 The Client's rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by Law.
- 13.6 A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 13.7 The Parties have agreed that Consultant is not entitled a mutual set-off of pecuniary obligations arising under this Agreement.
- 13.8 The Consultant shall be entitled to offset its payable and unpayable receivables from the Client solely based on a written agreement with the Client.
- 13.9 The Consultant shall not be entitled to pledge any of its receivables from the Client arising from the concluded Agreement.
- 13.10 The Parties agree that the Consultant's obligation to pay the contractual penalty does not exclude the Client's right to compensation in full.
- 13.11 The Parties have agreed that Consultant is obliged to expiate any non-pecuniary damage.
- 13.12 The Agreement shall be governed by the legal system of the Czech Republic, including but not limited to the Civil Code. Any disputes arising from the Agreement or in relation to the Agreement shall be submitted, pursuant to the provision of Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, as amended, to be decided by a general court of the Client.
- 13.13 This Agreement is made and executed in four originals of which each Party shall receive two.

13.14 The inseparable part of this Agreement is :

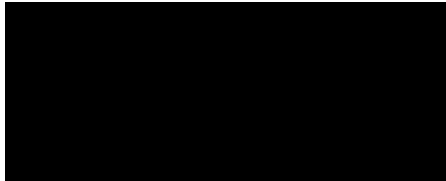
Annex1 Services (Scope of Work Part 1)

Annex 2 Proposal\_ Detailed project plan including all project deliverables schedule.

30.12.2019



19.12.2019



**Annex 1**  
**Services (Scope of Work Part 1)**

**Part 2**  
**Extra Advisory Services**

The Consultant is expected to provide advisory services in terms of consultancy regarding the various specific issues related subsequently to the Runway and taxiway systems analysis simulation. The Advisory Services will be provided upon the Client's prior call and/or on previously agreed schedule. Start of work shall be within 30 days from the call.

This part of the Extra Advisory Services will be performed upon the request made solemnly by Client prior to commence the consultancy with expectations to 31st December 2024. In case the Client will not make the request, the services or the part of services as specified in the Annex 1, Part 2 will not be performed.

**Annex 2 Proposal Detailed project plan including all project deliverables schedule for Part 1.**