

Main Agreement

Confirmation of acknowledgement of Conditions of Use of Prague Airport

Letiště Praha, a. s. (Prague Airport)

Registered office: Praha 6, K Letišti 6/1019, Postcode: 160 08 Czech Republic
Registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File No. 14003

Registration No.: 282 44 532

Tax Identification No.: CZ28244532

Bank connection: For EUR payments:

Account No. 001-007053-005 (IBAN CZ17 8150 0000 0007 0530 0505) with
HSBC Bank plc – Prague Branch, V celnici 1462/10, 117 21 Praha 1, Czech
Republic, SWIFT MIDLCZPP, bank code: 8150.

Represented by: Ing. Jiří Pos, Chairman of the Board of Directors
Mgr. Jozef Sinčák, MBA, Vice Chairman of the Board of Directors

(hereinafter referred to as the “**Airport Operator**”)

and

SC COMPANIA NATIONALA DE TRANSPORTURI AERIENE ROMANE TAROM SA

Registered office: Calea Bucurestilor street, no. 224F, town of Otopeni, County of
Ilfov, Romania

a Company duly established in 1954 under the laws of Romania, registered with Ilfov Trade Register
Office under the No. J23/1298/24.07.2003

Tax Identification No. RO 477647

Bank connection: RBS ROMANIA, Swift ID:ABNAROBU, Account Number:
RO65ABNA4100264100003448

Represented by: Mr. Christian Edouard HEINZMANN as CEO of TAROM and Mr.
Michael MORIATY as CFO of TAROM

(hereinafter referred to as the “**Airline**”)

Airport Operator and Airline hereinafter jointly referred to as the “**Parties**” or independently as the “**Party**”

hereby enter into this Main Agreement (hereinafter referred to as the “**Agreement**”) made pursuant to the
provisions of Section 269 par. 2 of Act No. 513/1991 Coll., Commercial Code, as amended:

Letiště Praha, a. s.

K Letišti 6/1019
P.O.Box 89
160 08 Praha 6

tel. +420 220 111 111
informace@prg.aero
information@prg.aero

Obchodní rejstřík/Commercial Register: Městský soud v Praze, oddíl B, vložka 14003

IČ: 282 44 532
DIČ: CZ282 44 532

1. OPENING PROVISIONS

1.1 Whereas

1.1.1 Airport Operator lays down Conditions of Use of the Prague Airport (hereinafter referred to as the “**Condition of Use**”) which shall contribute to stronger legal certainty between the Airport Operator and the Airline,

1.1.2 Parties appreciate the contribution of such Conditions of Use and wish to continue their cooperation,

1.1.3 Parties declare their aim to abide by the Conditions of Use.

The Parties enter into this Agreement in order to meet the above stated aim.

2. SUBJECT MATTER OF THE AGREEMENT

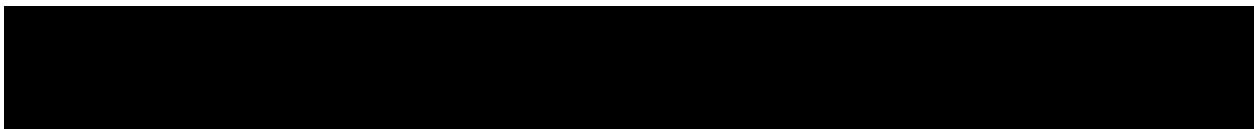
1.1 The Airline declares that it has become familiar with Prague Airport’s Conditions of Use and undertakes to execute all of its operations at Prague Airport in compliance with the conditions and rules stated in the actual wording of Conditions of Use publicized on Airport Operator’s websites www.prg.aero/b2b.

1.2 The Airport Operator undertakes to act in relation to the Airline in compliance with Prague Airport’s Conditions of Use.

3. INVOICE AND PAYMENT TERMS

The Airport Operator shall apply to the Airline **30 – DAY** invoicing with **14 – DAYS** payment term from invoice receipt date. All invoices shall be issued and paid in **EUR**. For all payments made from a paying agency within the EEA (European Economic Area) in the currency of an EEA country, the Airline is duly reminded to use “SHA” in the SWIFT payment order.

4. ADVANCE PAYMENTS



5. SET-UP FORM

In order to reach more effective cooperation the Airline undertakes to provide the Airport Operator with information required by New Customer data Set-Up Form and send it back to the Airport Operator.

6. FINAL PROVISIONS

- 6.1** This Agreement may be modified and amended solely by written increasingly numbered amendments signed by both Parties.
- 6.2** All disputes arising from this Agreement or in connection therewith shall be, within the meaning of the provision of Section 89a of Act No. 99/1963 Coll., Rules of Civil Procedure, as amended, referred to the Airport Operator's general court for decision.
- 6.3** This Agreement shall be governed by Czech law, in particular by Act No. 513/1991 Coll., Commercial Code, as amended.
- 6.4** Should any of the provisions herein become void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall remain unaffected. The Parties undertake to replace the void, invalid, or unenforceable provision by a valid, effective and enforceable provision whose content and meaning is as close as possible to the content and meaning of the former provision that has become void, invalid, or unenforceable.
- 6.5** The headlines of individual articles and paragraphs herein are provided for reading convenience only and shall not be taken into account when interpreting the Agreement.
- 6.6** In case of any discrepancies between the wording of the Agreement and the Conditions of Use the wording of the Agreement shall prevail.
- 6.7** This Agreement has been executed in four (4) counterparts in English Language, of which the Airport Operator shall receive three (3) counterparts and the Airline one (1) counterpart. All counterparts are identical and original copies.

THE PARTIES HEREBY CONFIRM THAT THEY HAVE READ THE CONTRACT AND CONSENT TO ITS CONTENT. IN WITNESS WHEREOF THEY ATTACH THEIR SIGNATURES:

Date: ____/____/2013
For and on behalf of the Airport Operator:

Date: ____/____/2013
For and on behalf of the Airline:

Signature: _____
Name: Ing. Jiří Pos
Title: Chairman of Board of
Directors
Letiště Praha, a. s.

Signature: _____
Name: Christian Edouard HEINZMANN
Title: CEO of SC Compania Nationala
de Transporturi Aeriene Romane
TAROM SA

Signature: _____
Name: Mgr. Jozef Sinčák MBA
Title: Vice Chairman of the Board of
Director
Letiště Praha, a. s.

Signature: _____
Name: Michael MORIATY
Title: CFO of SC Compania
Nationala de Transporturi
Aeriene Romane TAROM SA