

AMENDMENT No. 1 TO THE COOPERATION AGREEMENT

(hereinafter referred to as “**Amendment No. 1**”)

Provider’s ref. No.: 0230004086

Customer’s ref. No.: 31694/CW2751821

Letiště Praha, a. s.

registered office: K letišti 1019/6, Ruzyně, 161 00 Praha 6

incorporated in the Commercial Register administered by the Municipal Court in Prague, Section B, Entry 14003

registration number: 282 44 532

VAT No.: CZ699003361

Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.

Account number (CZK): 801812025/2700

represented by: Ing. Václav Řehoř, Ph.D., MBA, Chairman of the Board of Directors and
Mgr. Jakub Puchalský, Member of the Board of Directors

(hereinafter the “**Provider**”)

and

Mastercard Europe SA

B-1410 Waterloo, Chaussée de Tervuren 198A, Belgium

Registration number: 0448.038.446

Legal form: a joint-stock company

The Founder is a joint-stock company following the body of laws of the Kingdom of Belgium, registered in the register of legal entities in Nivelles, registered under company No. 0448.038.446.

operating in the Czech Republic via

Mastercard Europe SA, organizační složka

registered office: Na poříčí 1079/3a, Nové Město, 110 00 Praha 1

registered in the Commercial Register maintained by the Municipal Court in Prague, section A, entry No. 34449

registration number: 693 45 724

represented by: Michal Čarný, General Director

(hereinafter the “**Customer**”)

(The Provider and the Customer are hereinafter jointly referred to as the “**Contracting Parties**” or individually as a “**Contracting Party**”)

Whereas:

- (A) On 19 June 2018, the Contracting Parties entered into a Cooperation Agreement, Provider’s reg. No. 0230004086, Customer’s reg. No. CW2751821 (hereinafter referred to as the “**Agreement**”);
- (B) During the COVID-19 pandemic outbreak, the Government of the Czech Republic issued emergency measures due to which, on 15 March 2020, the Provider had to temporarily close the MasterCard Lounge in Terminal 1 of Praha/Ruzyně Airport (hereinafter referred to as the “**Airport Lounge**”);
- (C) As a result of the above, the Contracting Parties intend to re-define their relationship and amend and complete certain provisions of the Agreement;

they have entered into through the following Amendment No. 1:

I.
Agreed-to Changes

1. The Contracting Parties hereby confirm that the Airport Lounge was closed and the Airport Lounge Services within the meaning of Art. 2.1.1.1 and 2.1.1.2 of the Agreement were not provided from 15 March 2020 to 24 May 2020 (hereinafter referred to as the "**Suspension Period**"). For greater clarity the Contracting Parties have agreed for the purpose of set-off of the invoiced amount and extension of the duration of the Agreement, as it is described below in this Amendment No. 1, to round the Suspension Period to a fictitious duration of 3 months (from 15 March 2020 to 14 June 2020) (hereinafter referred to as the "**Extended Suspension Period**"). The Contracting Parties have agreed that during the Extended Suspension Period the Customer is not obliged to pay a fixed monthly fee specified in Article 4, clause 4.1 of the Agreement. In the event that the Customer has paid the fixed monthly fee or its part for the Extended Suspension Period, this corresponding amount shall be set off against the Provider's receivable for the fixed monthly fee payable for the period from 15 June 2020. From 15 June 2020 the Customer shall be obliged to pay the Provider the fixed monthly fee pursuant to Art. 4.1 et seq. of the Agreement.

The Contracting Parties acknowledge that, according to the Agreement, the Provider issued the invoices – tax documents No. 9200901527, 9200902101 and 9200902512 for a fixed fee for the Airport Lounge Services which have not been provided to the extent and quality agreed in the Agreement for the reasons mentioned above. These invoices were paid by the Customer in full and on time to the Provider. Therefore for these invoices – tax documents the Provider will issue corrective tax documents – tax credit.

2. The Contracting Parties have agreed that during the Extended Suspension Period the Relevant Period, as it is specified in Art. 1.3. hereof, will be suspended and from 15 June 2020 the Relevant Period will continue to run. This way the end of the current and the beginning of the next Relevant Period will be postponed. The duration of the Agreement shall be extended by the length of the Extended Suspension Period.
3. The Contracting Parties have agreed that the provisions of Art. 3.1.1 of the Agreement are cancelled in their full extent and are to be replaced with a new provision with the following wording:

*"3.1.1 For the purposes hereof, Contracted Entries include those Airport Lounge Services stated within the scope of clause 3.1.3 hereof and the Customer agrees to take the delivery of Contractual Entries every 12 months from the effective date of the Agreement or from its anniversary date or from another date, if, as a result of the suspension of the provision of the Services, the beginning of the next Relevant Period has been postponed pursuant to Art. 6.5 hereof (hereinafter referred to as the "**Relevant Period**"),*

3.1.1.1 in the scope of [REDACTED] entries of Clients for each Relevant Period (the Client shall mean the Customer's Client and his/her escort older than 3 years of age / children up to 3 years are free of charge), or

3.1.1.2 a higher number of entries subject to a written agreement to increase the number of entries entered into by the Contracting Parties where each entry beyond the scope specified in clause 3.1.1.1 hereof will be charged within the meaning of Art. 4.2 hereof; for the purpose of Art 3.1.1.2 of the Agreement, a written agreement between the Contracting Parties also means an agreement made in the form of e-mail messages,

if the Agreement lasts less than twelve (12) months in any Relevant Period, the Customer agrees to use a proportionate number of Contracted Entries corresponding to an aliquot part for the term of the Agreement over that Relevant Period.

For the avoidance of doubt, the Contracting Parties hereby confirm that under no circumstances can a lower number of entries below the extent agreed to in Art. 3.1.1.1 hereof entitle the Customer to financial compensation for any unused entries."

4. The Contracting Parties agree that due to the current and ongoing pandemic of the disease referred to as SARS CoV-2 (coronavirus), as well as the global massive impact of this pandemic on aviation, including Václav Havel Prague Airport and its services, the Provider is after the re-opening of the Airport Lounge forced to adjust the opening hours of the Airport Lounge, whereby the provisions of Art. 3.2.3 of the Agreement are thus cancelled in their full extent and are to be replaced with a new provision with the following wording:

"3.2.3 The Customer is not required to make the reservations for the Clients, however he must inform the Clients that the opening hours of the Airport Lounge are continuously adjusted to the current flight schedule when the Airport Lounge is open daily (from 5:30 a.m. to 23:30 p.m.) on condition that the arrival / departure of aircraft in schedule at that time. The Provider is entitled to unilaterally change the opening hours of the Airport Lounge in the manner specified in Article 2.2 of the Agreement."

5. The Contracting Parties have further agreed that the provisions of Art. 6.1 of the Agreement are cancelled in their full extent and are to be replaced with a new provision with the following wording:

"6.1 This Agreement is entered for a definite period of time, until 18th September 2023 , unless terminated earlier in accordance with the terms of this clause 6."

6. The Contracting Parties have also agreed to insert after Art. 6.4 of the Agreement a completely new provision of Art. 6.5 as follows:

"6.5 The Contracting Parties agree that if any of the circumstances of force majeure occur during the term of the Agreement, due to which the Provider will be forced to temporarily close the Airport Lounge and not to provide related services, neither of the Contracting Parties shall be during the existence of such force majeure or the duration of its consequences in delay in fulfilling its obligations under the Agreement directly or indirectly affected by such force majeure. For the purposes of this Agreement, circumstances of force majeure are considered to be such events which the Provider could not have foreseen at the time of concluding the Agreement and which objectively prevent the Provider from fulfilling its contractual obligations arising from this Agreement. Force majeure includes, in particular, war, embargo, state or government intervention, terrorist act, natural disasters, strike by the Provider's employees, effects of generally binding acts of state, local or foreign authorities resulting in the suspension or substantial restriction of air traffic, which will have direct or immediate impact on the operation of Prague/Ruzyně Airport, as well as the impacts of the pandemic (especially the Covid-19 pandemic) on the health of the people of Europe. The Contracting Parties further agree that if any of the above-mentioned circumstances of force majeure occur, due to which the Provider will be forced to temporarily close the Airport Lounge and not provide related services, the Customer shall not be obliged to pay the fixed fee referred to in Art. 4 clause 4.1 hereof, the Relevant Period shall be suspended and shall continue to run after the re-opening of the Airport Lounge (i.e. end of the affected Relevant Period and beginning of the following Relevant Period shall be postponed) and the duration of the Agreement shall be extended by the length of such a temporary closure of the Airport Lounge without the need to conclude a written amendment to the Agreement. From the date that the Airport Lounge re-opens, the Customer shall be entitled to use the services agreed to hereof and obliged to pay the Provider the fixed fee in accordance with Art. 4.1 et seq. hereof. The Provider undertakes to inform the Customer electronically about the closing and re-opening of the Airport Lounge to the email



address specified in Art. 3, clause 3.8 of the Agreement, at least 3 (three) calendar days in advance if possible in a specific case, otherwise without undue delay. The e-mail message shall be considered delivered at the moment of sending."

**II.
Other Provisions**

1. The Contracting Parties hereby declare that the number of entries provided for in Art. 1.3 hereof constitute a trade secret within the meaning of Section 504 of Act No. 89/2012, the Civil Code, as amended, and agree to maintain it confidential and protect it accordingly. For the avoidance of doubt, the Contracting Parties declare that they do not regard any facts stated in this Amendment No. 1 other than those facts specified in the first sentence of this provision of Amendment No. 1 as a trade secret.

**III.
Final Provisions**

1. The other provisions of the Agreement not affected by this Amendment No. 1 shall remain valid without any changes.
2. Amendment No. 1 is made in four (4) counterparts of which each has the force of the original; the Provider will keep three (3) counterparts and the Customer one (1) counterpart.
3. Amendment No. 1 comes into force as of the date of signature by both Contracting Parties and becomes effective on the date it is published in the Register of Contracts.
4. In witness of their consent to the text and contents of this Agreement, the Contracting Parties have set their hands.

Date: 21.9.2020

Date:

On behalf of the Provider

On behalf of the Customer:

Signature:

Signature:

Name:

Name: Michal Čarný

Position:

Position: General Director

Signature:

Name:

Position:

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B rd

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