



Dated: 15. 09. 2020

**EAST BOHEMIAN AIRPORT A. S.**

**and**

**WIZZ Air Hungary Zrt. and the Wizz Affiliates**

---

**AIRPORT SERVICES AGREEMENT**

---

## Contents

1.	DEFINITIONS.....	3
2.	CONDITIONS OF USE.....	<b>Error! Bookmark not defined.</b>
3.	REPRESENTATIONS AND WARRANTIES .....	5
4.	AIRPORT SERVICES .....	6
5.	APPLICABLE CHARGES AND PAYMENT.....	8
6.	MARKETING SUPPORT.....	9
7.	FORCE MAJEURE .....	9
8.	ANNOUNCEMENTS AND CONFIDENTIALITY.....	9
9.	DATA PROTECTION.....	12
10.	LIABILITY AND INSURANCE.....	<b>Error! Bookmark not defined.</b>
11.	INTELLECTUAL PROPERTY .....	10
12.	TERMINATION.....	14
13.	CONSEQUENCES OF TERMINATION .....	15
14.	ASSIGNMENT AND SUB-CONTRACTING.....	15
15.	NOTICES .....	15
16.	ANTI BRIBERY AND CORRUPTION.....	16
17.	LAW AND JURISDICTION.....	17
18.	LANGUAGE .....	<b>Error! Bookmark not defined.</b>
19.	MISCELLANEOUS.....	17



## Airport Services Agreement

made by and between

**WIZZ Air Hungary Zrt.** having its registered seat at Kőér Street 2/A, Building B, Floors II-V, H-1103 Budapest, Hungary registered by the Metropolitan Court acting as a Court of Registration, under the registration number:01-10-140174, By signing the Agreement, Wizz Air Hungary Zrt. enters into this Agreement on behalf of itself and in the name and on behalf of all entities listed in Schedule 3, (hereinafter the "Wizz Affiliates"). For the purposes of this Agreement, and except where indicated otherwise, the term "Carrier" shall include Wizz Air Hungary Zrt.. and the Wizz Affiliates as listed in Schedule 3, (as amended from time to time).

and

**EAST BOHEMIAN AIRPORT A. S.** having its registered seat at Prazska 179, Popkovice 53009, Pardubice, Czech Republic registered by the **Regional Court Hradec Králové, Branch Pardubice, The Czech Republic** under number part B/915 (hereinafter, "the Airport Company")

### Background

- A) Wizz Air Hungary Zrt. or one/more of the Wizz Affiliates intends to launch routes to/from the Airport (as defined below).
- B) The Airport Company operates the Airport and makes available the facilities enabling carriers to use the Airport for take-off, landing, parking etc.
- C) This Agreement records the terms on which the Airport Company makes the airport facilities available for the Carrier to use them for the Carrier's activity at the Airport.

In consideration of the mutual covenants and undertakings set out below the parties agree as follows:

### 1. DEFINITIONS

- 1.1. In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

"**Aircraft**" means one or more A320 or A321 aircraft or any aircraft of an equivalent size to that utilized by the Carrier from time to time, whether operated by the Carrier or on its behalf.

"**Airport**" means Pardubice Airport (IATA code: PED).

"**Agreement**" means this agreement between the parties determining the main terms and conditions of the use of the Airport facilities by the Carrier.

"**Arriving Passenger(s)**" means any passenger of the Carrier of at least two years of age who arrives at the Airport on a Flight operated by the Carrier,



**"Associated Companies"** means, in relation to either party, any entity which directly or indirectly controls, or is directly or indirectly controlled by or in common control with, that party and for such purposes "control" means majority ownership or the ability to control the management or governance.

**"Charges"** means all taxes, fees or charges payable by the Carrier in respect of the Services pursuant to clause 4 and Schedule 1;

**"Commencement Date"** means the date of the first flight of the Carrier to the Airport.

**"Confidential Information"** shall have the meaning as set out in clause 9 hereunder.

**"Departing Passenger(s)"** means any passenger of the Carrier of at least two years of age who departs from the Airport on a flight

**"Flight"** means any flight on any Route operated by or on behalf of the Carrier to or from the Airport from time to time during the term of this Agreement, including training and positioning flights.

**"Force Majeure"** means any circumstances beyond the reasonable control of the party concerned in relation to its performance of this Agreement, including: acts or restraints of governments or public authorities; war, revolution, riot or civil commotion, acts or threats of terrorism; intervention of any domestic, European or international governmental or regulatory body or court; blockage or embargo; strikes, lock-outs or other industrial action or dispute (except those arising from local labor disputes between employees and management of the parties), third party non-performance resulting from a Force Majeure event, failure or contamination of supplies of power, fuel, transport, equipment or other goods or services, explosion, air traffic control delays, fire, corrosion, ionizing radiation, radioactive or other contamination, flood, natural disaster (including volcano activity), epidemic situation etc.

**"Intellectual Property Right"** means all current and future trademarks, rights in trade names and business names, rights in designs, copyrights (including without limitation, rights in computer software), rights in databases, rights in undisclosed or confidential information, know-how and trade secrets, patents and all other intellectual property rights (whether or not any of these is registered and including applications for registration or right to apply for registration of any such thing) and all rights or forms of protection of a similar nature, or having a similar effect to any of the aforementioned which subsist anywhere in the world.

**"New Route"** means any route to or from the Airport which is not operated by any airline at the time of notification by a Carrier to the Airport about its intention to commence service on the given Route;

**"Personal Data"** means personal data which is provided under this Agreement and as defined in the Privacy Law.

**"Privacy Law"** means the national, state or local laws, rules or regulations of any jurisdiction relating to the personal information or collection, use, storage, disclosure or transfer of personal information applicable to Personal Data under this Agreement (including, but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and any legislation and/or regulation implementing same, as each may be amended from time to time, and the Hungarian Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information and Czech Act No. 110/2019 Sb., on Processing of Personal Data).



"Route" means any route to or from the Airport operated from time to time by a Carrier in accordance with this Agreement.

"Wizz Affiliate" means any entity listed in Schedule 3.

- 1.2. Reference to a clause, paragraph or schedule is to a clause, paragraph or schedule of this Agreement, unless the context requires otherwise; however, the headings to the clauses and schedules of this Agreement will not affect its construction.
- 1.3. Except where the context requires otherwise, where the word including is used in this Agreement it shall be interpreted to mean including (but not limited to) and references to included or include shall be similarly interpreted.
- 1.4. Other grammatical forms of defined words or expressions have corresponding meanings.
- 1.5. References in this Agreement to any legislation shall be interpreted to mean the specified legislation as amended from time to time during this Agreement or any legislation which is enacted as a replacement for such legislation.
- 1.6. Reference to any gender includes the other genders and words denoting the singular include the plural and vice versa unless the context requires otherwise and reference to a person includes any individual, firm, unincorporated association or body corporate.
- 1.7. Reference to writing or cognate expressions, includes a reference to any communication effected by facsimile transmission or any comparable means, but subject to the provisions of clause 13.2, excludes email or any other form of electronic communications.
- 1.8. In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Schedule or appendix, the provision in the body of this Agreement shall take precedence.

## **2. REPRESENTATIONS AND WARRANTIES**

- 2.1. Each party hereby 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 obligations hereunder;
  - (b) This Agreement is a legal, valid and binding obligation on it and is enforceable against it in accordance with its terms;
  - (c) There is no agreement, contractual obligation or other commitment binding on it, under which the execution or the performance hereof would constitute non-performance or improper performance of such agreement, contractual obligation or commitment; neither the execution nor the performance of this Agreement violates any other agreement to which it is a party or contravenes any laws to which it is subject;
  - (d) There is no pending action or proceeding affecting the party before any court, arbitrator, governmental and or municipal body, which may materially adversely affect the legality, validity or enforceability of this Agreement;
- 2.2. Further, the Airport Company represents and warrants to the Carrier as follows:
  - (a) It holds a valid legal title to operate the Airport and is in the possession of the required documentation and permits necessary to operate it as an international airport; and



- (b) It is in the possession of qualified staff, financial resources and technical equipment required to perform its tasks under this Agreement.
- (c) The scheme of Charges and discounts specified in Schedule 1 have been properly analyzed by an ex ante profitability assessment prepared by an independent economic expert (namely EAST BOHEMIAN AIRPORT A. S. which supports that the scheme of Charges and discounts complies with the Market Economic Investor Principle.

### 3. AIRPORT SERVICES

3.1. The Airport Company shall provide the following services to the Carrier:

3.1.1. Airport landing and take-off facilities and related services, according to minimum requirements as follows:

- a) ILS (of at least CAT I) with Distance Measuring Equipment (DME);
- b) Secondary navigation aid (VOR or NDB) in case of ILS failure;
- c) Low Visibility Take Off Capability;
- d) Night operation and lighting services (including Approach Lighting System – ALS) in accordance with the airport operating hours;
- e) Published circling minima not higher than 1000ft above aerodrome level;
- f) Runway length of at least 2000m, minimum PCN 50;
- g) Runway width of at least 45m;
- h) Runway slope not greater than 1.5%;
- i) Taxiway widths of at least 15m;
- j) ATC 24hr;
- k) Airspace around airport fully controlled (class C, D or E);
- l) Rescue and Fire Fighting facilities (RFF) of at least level 6;
- m) Supply of JET A1 fuel

3.1.2. Apron parking service on remote or contact stand for 1 hour after landing.

3.1.3. Terminal service for passengers.

3.1.4. Suitable baggage and passenger security screening, passport/immigration controls, customs office, passenger waiting areas and passenger gate areas to allow passengers processing through the airport without delay allowing the Carrier to maintain 25 minute turnaround times.

3.1.5. Adequate baggage sorting and reclaim facilities. Infrastructure to supply baggage handling, common baggage sorting, hold baggage screening.

3.1.6. CUTE (Common User Terminal Equipment) and DCS (Departure Control System) services (if applicable).

3.1.7. Sufficient number of check-in facilities to accommodate the Carrier's flights and passenger volume.



- 3.1.8. Passenger information services in the terminal, including adequate signage.
- 3.1.9. PRM service
- 3.1.10. Bus service - between the terminal and those aircraft stands designated as bussing stands to be provided.
- 3.1.11. Maintenance and operation of a demonstrable and manageable bird scaring and foreign object debris (FOD) control policy on and around the stands apron, taxiways and runways in accordance with the required regulatory standards and in compliance with national and European legal requirements.
- 3.2. The services described above are procured by the Airport Company or on behalf of the Airport Company to the Carrier as from the Commencement Date, according to operational hours published in NOTAM or AIP, utilising the infrastructure and facilities in existence and operational at the Airport and considering the Carrier's passenger traffic volume.
- 3.3. The Airport Company shall notify the Carrier of any circumstances, explaining their reasons and likely duration, which may prevent, impede or delay the Airport Company from fulfilling its obligations in accordance with this Agreement or would require any modification in performance of such services at least 6 months before such circumstances occur, if possible, or without undue delay, if not. In such cases, without prejudice to the Carrier's rights against the Airport Company, the parties shall discuss what actions could be taken by the parties to minimize the disruption to the Carrier's operation at the Airport. The Airport Company shall use its best efforts to ensure that any restrictions on operations would be applied to all airlines at the Airport in a non-discriminatory manner. The Airport Company shall be liable to compensate the Carrier for any damages and losses suffered by the Carrier as a result of the Airport Company's non-compliance with foregoing undertakings.
- 3.4. In all circumstances the Carrier shall be granted an equal treatment, i.e., no part of the Airport Company's cooperation with the Carrier shall be performed on terms and conditions less advantageous than those applied by the Airport Company to other carriers of similar scale, operating at the Airport.
- 3.5. The parties agree to regularly exchange information about their respective plans for the development of their activities at the Airport and shall consider in good faith each other's business interests as well as the market needs and requirements when discussing the further development of the Airport.
- 3.6. The Airport Company shall allow the entry to the Airport's premises, parking area, and technical/transit area by the crew, technical personnel, officers and employees of the Carrier as well as other persons expressly specified to the Airport Company by the Carrier from time to time, provided that the entry of such persons to the above mentioned areas, will be required for the purposes of fulfilling their official duties. Those persons shall adhere to the Airport Company's regulations including the Airport's security program, a copy of such regulations or its relevant part and subsequent amendments thereto shall be provided to the Carrier. A current list of such authorized persons and any change thereto shall be submitted by The Carrier.
- 3.7. The Airport Company shall provide the services hereunder with the highest level of skill, care and diligence and in a professional manner in compliance with the applicable law (including but not limited to the Commission Regulation (EU) No 139/2014 of 12 February 2014 as amended or re-enacted from time to time, and especially, but not limited to the compliance with the requirement for an agreement between the Airport Company and the Carrier on the removal of disabled aircraft in any emergency situation) and ICAO standards.
- 3.8. The Airport Company will cooperate with the Military Airport Authority to enable the Carrier to audit the airport's bird and FOD control activities provided by third parties at any time, subject to prior



notification. The parties shall discuss in good faith further actions that could limit bird and FOD damage to the Carrier's aircraft. The parties will cooperate to ensure that the number of bird strike-related incidents suffered by the Carrier will not exceed 1 (one) incident in every 1000 (one thousand) departures at the Airport.

3.9. Notwithstanding any provision of this Agreement to the contrary the responsibility and liability for the prevention of bird and wildlife strikes up to 1000 (one thousand) feet on take-off and up to 500 (five hundred) feet on landing rests with the Airport Company.

**4. APPLICABLE CHARGES AND PAYMENT**

4.1. In consideration of the provision by the Airport Company of airport services specified in clause 3 the Carrier shall pay to the Airport Company the Charges specified in Schedule 1. Charges payable by the Carrier are exclusive of value added tax. For the purpose of determining the applicable band/tier, if any, for the applicable Charges, and for determining the amount of any other incentives or discounts or banded/tiered rates provided hereunder that are based on volume of operations (such as number of flights or passenger) the combined aggregate of all flights operated by and all passengers carried by all Carrier(s) shall be considered together with respect to all Carriers.

4.2. The levels of charges set out in this Agreement are fixed for the entire term of this Agreement and introduction of any new charges or amendment of the Charges is subject to the written agreement between the parties. If the Airport Company is required by mandatory provisions of law applicable to it to amend the charges agreed herein, it shall (a) implement such changes in a non-discriminatory manner and (b) notify the Carrier not less than 4 (four) months in advance in writing about the proposed changes or new charges. Such notification shall be accompanied by the documentation supporting the legal obligation causing the amendment of the Charges.

4.3. The Airport Company shall provide the Carrier with a copy of the Airport Company's current charges schedule and shall notify the Carrier of any changes to the charges schedule in writing at least 30 days in advance of the effective date of such changes. The Carrier shall be deemed to have accepted the charges schedule as published by the Airport Company.

4.4. The Carrier shall pay the Charges to the Airport Company within the time specified in the Airport Company's current charges schedule. Payment shall be made in the currency specified in the Airport Company's current charges schedule.

4.5. The Carrier shall be responsible for the payment of any taxes, duties, fees, or charges levied on the Carrier or its passengers, cargo, or baggage by any government authority.

4.5.1. The Carrier shall be responsible for the payment of any taxes, duties, fees, or charges levied on the Carrier or its passengers, cargo, or baggage by any government authority, including but not limited to, airport taxes, security charges, and passenger service charges.

4.6. Each Party is entitled to set off any already due amount owed by the other Party under this Agreement against any already due amount owed by one Party to the other Party under any agreement between the parties.





## 5. MARKETING SUPPORT

5.1. As a contribution to the Carrier's services, the Airport Company agrees to cooperate on the following marketing activities at no extra cost, unless otherwise specified:

- (i) Display of the Carrier's logo and advertising banner on the Airport website subject to clause 8. Creative and production costs will be borne by the Carrier.
- (ii) Use of advertising sites, subject to the current availability at the Airport, for the Carrier's branding/advertising for a period of six months before the launch of each New Route and six months thereafter. Creative costs will be borne by the Carrier, all production and installation costs will be paid for by the Airport Company.
- (iii) Display of the Carrier's logo and signage according to the general signage policy of the Airport.
- (iv) Cooperate in the Carrier's commercial actions and marketing campaigns by hosting the proposed events and promotions at the Airport's infrastructure facilities, whenever feasible and upon specific agreement between the parties.
- (v) Facilitate the Carrier's communications to the local press and media representatives by organizing joint press conferences.
- (vi) Consider the Carrier as a preferred partner in case of promotional activities organized by the Airport.
- (vii) Support the Carrier's relationship building with the local public and business institutions.
- (viii) Provide upon the Carrier's request, the public traffic statistics of the Airport.

If the Carrier decides to run a marketing campaign and the Airport Company is ready to participate in the campaign by financing it partially or in whole, the Carrier shall be entitled to re-charge third party marketing costs to the Airport Company.

5.2. The Airport Company will seek to secure third party marketing support from local tourist board or from other institutions wherever possible.

## 6. FORCE MAJEURE

- 6.1. If either party is affected by a Force Majeure event that affected party shall promptly notify the other party of the nature and extent of the circumstances in question.
- 6.2. Notwithstanding any other provision of this Agreement neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance or other non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to a Force Majeure event.
- 6.3. If any event of Force Majeure occurs, the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the event of Force Majeure provided that if any event of Force Majeure continues for a period of or exceeding two (2) months, either party shall have the right to terminate this Agreement forthwith on written notice to the other party.
- 6.4. The party affected by Force Majeure shall take all reasonable steps available to it to minimise the effects of Force Majeure on the performance of its obligations under this Agreement.

## 7. LIABILITY AND INSURANCE



## 8. INTELLECTUAL PROPERTY

- 8.1. No party shall use the Intellectual Property Rights, materials, URLs, or any other proprietary designations or identifiers of the other party other than in accordance with the terms of this clause 8 or as may otherwise be agreed to by the parties in writing.
- 8.2. Notwithstanding the foregoing, each party agrees to provide the other party with copies of any material that mentions the other party's name before any type of public distribution of such material. The party seeking to disseminate such material shall obtain the prior written approval from the other party before any public dissemination of such material.
- 8.3. Wizz Air Hungary Zrt. grants to the Airport Company for the term of this Agreement a non-exclusive, non-transferable, royalty free licence to use its logo as agreed by Wizz Air Hungary Zrt. so far as is reasonably necessary to enable the Airport Company to make announcements about Flight information at the Airport concerning all Carriers. All other use of the Wizz Air Hungary's Intellectual Property Rights is subject to separate written license agreement between the parties.
- 8.4. The Airport Company and vice versa the Carrier, shall indemnify the other Party and keep it fully and effectively indemnified against all costs, claims, demands, expenses (including reasonable legal costs and disbursements on a full indemnity basis), losses, actions, proceedings and liabilities of whatsoever nature arising out of or in connection with use of the Party's Intellectual Property Rights otherwise than in accordance with this clause 8.
- 8.5. By entering into this Agreement, neither party (expressly or impliedly) shall be deemed to have waived or forfeited any of its rights to which it is entitled by any law, contract or otherwise (now or in the future) in respect of its Intellectual Property Rights vis-à-vis the other party or third parties.

## 9. ANNOUNCEMENTS AND CONFIDENTIALITY

- 9.1. In this Agreement, Confidential Information means, in relation to either party, information (whether in tangible or intangible form) belonging or relating to that party, its Associated Companies, its or their business or activities, including without limitation trade secrets, information and data relating to existing or potential clients or customers (including Personal Data), technical and business information relating to either party's products or services, research and development, production, processes, employees or officers, client or customer lists or requirements, price lists or pricing structures, marketing and sales information, business plans or dealings, financial information or plans, the existence, subject matter and terms of this Agreement and all negotiations and discussions relating thereto, and generally any document marked "Confidential", or any information which the recipient party has been informed is confidential.
- 9.2. Confidential Information shall not include information which:
  - 9.2.1. was in the public domain at the time of disclosure (with the exception of Personal Data);



- 9.2.2. though originally Confidential Information, subsequently falls into the public domain through no fault of the party receiving the Confidential Information as of the date of its so falling (with the exception of Personal Data);
  - 9.2.3. is independently developed at any time by employees or agents of either party where such party can show such employees or agents had no access to Confidential Information received under this Agreement;
  - 9.2.4. was lawfully in the possession of either party at the time of disclosure or which is subsequently lawfully received from a third party who was under no obligation of confidence or other restriction (with the exception of Personal Data); or
  - 9.2.5. is disclosed with the other party's prior written approval.
- 9.3. If a receiving party is compelled by law to disclose Confidential Information of the disclosing party, it shall provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. The receiving party shall use commercially reasonable efforts to limit any such disclosure to the extent required and to obtain confidentiality protections to the extent reasonably practicable. The Carrier notice that there is an Act No. 340/2015 Sb., on Register of Contracts in Czech Republic which set out obligation of the particular companies to publicize contracts where total value of fulfilment of contract exceeded 50.000 CZK. Due the Airport Company is the legal entity which is controlled by self-governing territorial units, the Airport Company is bounded by this act. The Carrier is obliged to mark the parts of this Agreement which it considers as trade secret.
- 9.4. Each of the parties acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it shall receive or otherwise become aware of Confidential Information of the other party.
- 9.5. Each of the parties undertakes to maintain and procure the maintenance of the confidentiality of Confidential Information of the other party at all times and to keep and procure the keeping of all Confidential Information of the other party secure and protected against theft, damage, loss or unauthorised access, and not at any time, whether during the term of this Agreement or at any time thereafter, without the prior written consent of the other party, directly or indirectly, to use or authorise or permit the use of or disclose, exploit, copy or modify any Confidential Information of the other party, or authorise or permit any third party to do the same, other than for the sole purpose of the performance of its rights and obligations hereunder.
- 9.6. Each of the parties undertakes to disclose Confidential Information of the other party only to those of its officers, employees, agents and contractors (including its Associated Companies) to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement, and to procure that such officers, employees, agents and contractors are made aware of and observe the confidentiality obligations in this clause 9.
- 9.7. To the extent that any information is provided or transmitted using internet media and/or email communications, the parties each acknowledge and agree that, in the case of internet or email access provided to relevant employees, agents, and sub-contractors, the security of these media is dependent also upon the extent of the security imposed on its own facilities by each party.
- 9.8. Each party shall immediately give notice to the other upon becoming aware of any unauthorised disclosure, misuse, theft or other loss of Confidential Information of the other party, whether inadvertent or otherwise.
- 9.9. Upon the expiry or termination of this Agreement for any reason, each party shall return to the other party or destroy any and all Confidential Information of the other party then in its possession or control and will not retain any copies of the same other than as required by law or regulatory requirements, and solely for the purposes and duration required by such regulations.



- 9.10. Subject to the prior written consent of the Carrier as to the terms and/or the timing of any advertisement or announcement, such consent not to be unreasonably withheld or delayed, the Airport Company may advertise or publicly announce that it is performing services for the Carrier pursuant to this Agreement.
- 9.11. The Airport Company hereby agrees and acknowledges that its obligation under this clause 7 also applies to any public announcement or communication (including, but not limited to, responding to inquiries by any press, radio, television or other media) relating to the subject matter of this Agreement or any aspect of the Carrier's business or operations (including, but not limited to, the number of passengers carried, any incidents, accidents or occurrences, reason of flight delays or cancellations involving the Carrier's aircraft, passengers or employees) which contains Confidential Information. The Airport Company shall align with the Carrier before releasing any public relations related announcement.
- 9.12. In the event of any breach of the publicity restrictions set out in clause 9.11 above, the Airport Company will be liable to pay a lump sum penalty to the Carrier as indemnification, in the amount of xxx(ten thousand Euros) per event. This does not preclude the Carrier from seeking compensation for damages in excess of the amount of the penalty.
- 9.13. Each party will be responsible and liable to the other party for any breach of the obligations set out in this clause 7 by any of its employees, officers, representatives, agents or subcontractors.
- 9.14. This Agreement shall not be construed to grant any party any license or similar right to Confidential Information disclosed or delivered to it by another party. Each party agrees that its receipt and handling of any Confidential Information from another party shall not grant to it any copyright, intellectual property or trademark rights with regard to such Confidential Information.
- 9.15. The obligations defined in this clause 9 shall continue to bind the parties after the termination of this Agreement, for whatever reason.

## 10. DATA PROTECTION

- 10.1. The parties acknowledge that the Privacy Laws govern disclosures of Personal Data. The Airport Company acknowledges that pursuant to the Privacy Laws, it may be required to make certain undertakings with regard to the collection, use, storage, disclosure, transfer and protection of Personal Data of the passengers. Neither party shall be under any obligation to take any action that, within its judgment, would constitute a violation of the Privacy Laws or its internal privacy policies.
- 10.2. The parties acknowledge and agree that any unauthorized access to, use or disclosure of Personal Data would cause immediate and irreparable harm for which money damages would not constitute an adequate remedy and that in the event of any unauthorized use or disclosure of Personal Data, the non-disclosing party shall be entitled to immediate injunctive relief.
- 10.3. Notwithstanding any other provision of this Agreement, the Parties in respect of the Personal Data shall:
  - a. comply with applicable Privacy Law in performing its other obligations hereunder;
  - b. maintain adequate administrative, technical, and physical safeguards to ensure the security and confidentiality, integrity (including the protection against accidental destruction or loss or unlawful processing) and availability of Personal Data under this Agreement, and to protect against any anticipated threats or hazards to the security or integrity of the relevant data, and protect against unauthorized access to or use of or disclosure of the relevant data;
  - c. notify the other party immediately in writing if it becomes aware of any material breach of its security safeguards or has reason to believe that the relevant data may have been subject





to unauthorized disclosure, access, or use ("Security Incident"), which notification, to the extent practicable, shall include the following information:

- (i) the nature of the unauthorized disclosure or use;
- (ii) the relevant data accessed, disclosed or used;
- (iii) the identity of the person(s) or entity(ies) who received the unauthorized disclosure or made the unauthorized access or use;
- (iv) what corrective action the party took or shall take to prevent further unauthorized disclosures or uses;
- (v) what the party did or will do to mitigate any deleterious effect of such unauthorized disclosure or use; and
- (vi) such other information as the other party may reasonably request; and
- (vii) take all reasonable and appropriate steps and appropriate organizational and technological safeguards to protect the relevant data in the event of a failure of its security safeguards or unauthorized access to the relevant data.

- 10.4. The Airport Company is responsible for the security, integrity and confidentiality of the Personal Data in its (or its third parties') custody and possession in association with the performance of its obligations hereunder. The Airport Company agrees that from the effective date of this Agreement, and continuing as long as the Airport Company possesses, stores, transmits or processes Personal Data on behalf of the Carrier, the Airport Company shall not do or omit to do anything which may cause the Carrier to be in breach of any applicable Privacy Laws - especially not to process the Personal Data for any other purpose save for the purposes agreed hereunder.
- 10.5. To the extent that the Airport Company processes Data as the Carrier's data processor under this Agreement, the Airport Company shall and shall procure that its sub-contractors involved in the performance of this Agreement shall (i) only act on the instruction of the Carrier in accordance with this Agreement provided that such instruction is in compliance with the applicable law; (ii) not process Data outside of the European Economic Area without the prior written consent of the Carrier.
- 10.6. Upon the provision of reasonable notice to the Airport Company during the term of this Agreement, the Carrier (or any third party reasonably selected by Carrier) may undertake an assessment and audit of security and such assessment may include a network scan of the Airport Company's systems. Airport Company shall provide the Carrier with any documents requested by the Carrier related to the foregoing, including without limitation, any security assessment and security control audit reports performed by Airport Company or an entity on its behalf.
- 10.7. Without prejudice to clause 10.6, upon the provision of reasonable notice to Airport Company, Carrier may conduct a security audit/inspection in respect of Airport Company's compliance with this clause 10.
- 10.8. At any time during the term of this Agreement at the Carrier's written request or upon the termination or expiration of this Agreement for any reason, Airport Company shall, and shall instruct all of its employees, agents, subcontractors involved in the performance of this Agreement to, promptly return to the Carrier all copies, whether in written, electronic or other form or media, of Personal Data in its possession or the possession of such persons, or securely dispose of all such copies, and certify in writing to the Carrier that such Personal Data has been returned to the Carrier or disposed of securely. Airport Company shall comply with all reasonable directions provided by Carrier with respect to the return or disposal of Personal Data.
- 10.9. Airport Company shall be liable for and shall indemnify the Carrier against any loss or damages arising from the breach of the obligations defined in this clause 10.
- 10.10. The obligations defined in this clause 10 shall continue to bind the parties after the termination of this Agreement, for whatever reason.





## **12. CONSEQUENCES OF TERMINATION**

12.1. On the expiry or termination of this Agreement (for whatever reason), the following provisions shall apply:

12.1.1. Each party shall promptly return to the other or destroy in accordance with that other party's reasonable instructions all Confidential Information and other data and documents and copies thereof disclosed or supplied by the other pursuant or in relation to this Agreement and, if requested by the other party, shall certify in writing to the other when the same has been completed.

12.1.2. Each party shall promptly remove any advertising material or signage relating to Routes from the Airport.

12.1.3. The Airport Company shall within 25 business days of the expiry or termination of this Agreement submit its final invoice to the Carrier setting out the total amounts due to the Airport Company pursuant to this Agreement, and the Carrier shall pay the same in accordance with the provisions of clause 4.

## **13. TRANSFER OF RIGHTS AND OBLIGATIONS**

13.1. This Agreement is personal to the parties and neither of them shall assign or sub contract any or all of the rights or privileges granted by this Agreement, save that the Carrier shall be entitled to transfer or assign all or any part of its rights and/or obligations under this Agreement to its Associated Companies. Any other transfer or assignment of rights and/or obligations hereunder by a party shall require the consent of the other party, which shall not be unreasonably withheld.

13.2. The Airport Company acknowledges and agrees that Wizz Air Hungary Zrt. may unilaterally amend the list of Wizz Affiliates in Schedule 3 at any time at its discretion by sending written notice to the Airport Company, provided that only Associated Companies may be added to the list. Upon receipt of such notice the Wizz Affiliates added to or deleted from the list will become a party to or will be released from the Agreement respectively (in case of a release without prejudice to any liabilities incurred until the release date).

## **14. NOTICES**

14.1. Everyday communication between the parties shall be address to the contact persons of the parties as each party notifies that other party in writing from time to time.

14.2. Any notice to be given in connection with this Agreement by any Wizz Affiliate is to be deemed to be properly given if sent either by that Wizz Affiliate or by Wizz Air Hungary Zrt. Any notice to be sent to a Wizz Affiliate is properly given if it is sent either to that Wizz Affiliate or to Wizz Air Hungary Zrt. Every notice, request, demand or other communication under this Agreement shall:

- (a) be in writing delivered personally or by courier or by facsimile transmission or by recorded delivery service;
- (b) be deemed to have been received, subject as otherwise provided in this Agreement, in the case of a facsimile transmission, upon receipt of a transmission identifying the machine of the intended recipient and, in the case of a letter, upon actual delivery when signed for by the addressee; and
- (c) be sent as required:



*If to the Airport Company to:*

EAST BOHEMIAN AIRPORT A. S.

Tel: xxx [REDACTED]

Fax: xxx [REDACTED]

Attn: David Prochazka , Head of Handling & Route development dept.

*If to the Carrier to:*

Wizz Air Hungary Zrt.  
Kőér Street 2/A, Building B, Floors II-V,  
H-1103 Budapest  
Hungary  
Tel.: xxx [REDACTED]

Fax: xxx [REDACTED]

Attn.: Head of Airport Development Department

or to such other address or fax number as the recipient may have notified to the other parties in writing (including the addresses in Schedule 3).

- 14.3. In case of changes in names, addresses the parties are obliged to inform each other about such changes in writing immediately.
- 14.4. Each party (notifying party) shall promptly notify the other party if any circumstance comes to its knowledge which may delay or exclude the fulfilment of its obligations under this Agreement. The fulfilment of the obligation defined herein shall not limit or exclude the liability of the notifying party for any damage, loss and cost incurred by the other party and arising from the delay or non-performance by the notifying party.

## **15. ANTI BRIBERY AND CORRUPTION**

15.1. Airport Company shall:

- 15.1.1. comply with all applicable laws, statutes, regulations and codes relating to anti bribery and corruption including but not limited to the UK Bribery Act 2010 ("Relevant Requirements");
- 15.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 15.1.3. have and shall maintain in place its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 18.1(b), and will enforce them where appropriate;
- 15.1.4. promptly report to Carrier any request or demand for any undue financial or other advantage of any kind received by Airport Company in connection with the use of the Airport;





- 15.1.5. within three months of the date of this Agreement, and annually thereafter, certify to Carrier in writing signed by an officer of Airport Company, compliance with this clause 15 by Airport Company and all persons associated with it under clause 15.2. Airport Company shall provide such supporting evidence of compliance as the Airport Company may reasonably request.
- 15.2. Airport Company shall ensure that any person associated with Airport Company who is performing services or providing goods in connection with Airport Company's use of the Airport does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Airport Company in this clause 15 ("Relevant Terms"). Airport Company shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Wizz for any breach by such persons of any of the Relevant Terms.
- 15.3. For the purpose of this clause 15, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the UK Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 15 a person associated with Airport Company includes but is not limited to any subcontractor of Airport Company.

## **16. GOVERNING LAW AND JURISDICTION**

- 16.1. This Agreement shall be governed by, and construed in accordance with, the laws of The Czech Republic. If any dispute hereunder is not resolved amicably within 30 days from the date of a pertinent request by a party, it will be submitted to the court locally competent for Airport Company.

## **17. MISCELLANEOUS**

- 17.1. Each provision of this Agreement is severable and distinct from the others. Both parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of this Agreement but (except to that extent in the case of that provision) it and all other provisions of this Agreement shall continue in full force and effect and their validity, legality and enforceability shall not be thereby affected or impaired.
- 17.2. Non-enforcement by a party of any right resulting from the Agreement shall not be the waiver of any right or condition provided for herein.
- 17.3. Except as provided in clause 13.2 this Agreement may be amended only in writing with mutual consent of both parties.
- 17.4. 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. This Agreement does not prevent any of the parties from entering into similar agreement with third parties in respect of services defined herein.
- 17.5. The relationship of the parties is that of independent contractors dealing at arm's length. Except expressly agreed by the parties otherwise herein, nothing in this Agreement shall constitute the parties as partners, joint venturers or co-owners, or constitute either party as the agent, employee or representative of the other, or empower either party to act for, bind or otherwise create or



assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

17.6. The parties acknowledge and agree that a breach by the other party of any of the terms of this Agreement may result in irreparable and continuing damage to the other for which there may or will be no adequate remedy at law, and that in the event of such breach, the non-breaching party shall be entitled to apply for injunctive relief and/or a decree for specific performance and such other and further relief as may be appropriate.

17.7. This Agreement may be entered into in the form of two or more counterparts each executed by one or both of the parties but, taken together, executed by both and, provided that both the Airport Company and the Carrier so enter into the Agreement, each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but, taken together, they shall constitute one instrument.

**IN WITNESS WHEREOF** this Agreement has been executed by or on behalf of the parties on the date set out above.

**SIGNED BY**

for and on behalf of **WIZZ AIR HUNGARY Zrt., and the Wizz Affiliates**

Name: Andras Sebok

Position: Chief Supply Chain Officer

**SIGNED BY**

for and on behalf of **EAST BOHEMIAN AIRPORT  
A. S.**

Name: HANA SMEJKALOVA

Position: CEO & Vice Chairman of the Board



**SCHEDULE 1. AIRPORT CHARGES**

The following table sets out the charges payable by Wizzair to the Airport for the period from 1 January 2023 to 31 December 2023.

2023 Airport Charges	
Domestic flights	International flights
Per flight	Per flight

The above table shows all charges payable by Wizzair to the Airport for the period from 1 January 2023 to 31 December 2023. The charges are shown in the table above, together with a brief description of each charge.

The following table shows the charges payable by Wizzair to the Airport:

- a) Landing fee
- b) Ramp fee
- c) Terminal apron fee
- d) Stand fee
- e) Other fees payable to the Airport, including but not limited to the Airport's security fee, which is payable to the Airport for the period from 1 January 2023 to 31 December 2023.

Wizzair agrees to pay the charges payable to the Airport for the period from 1 January 2023 to 31 December 2023.



**SCHEDULE 2. WIZZ AFFILIATES**

<b>Name</b>	<b>Address</b>	<b>Tel/fax</b>	<b>Contact person</b>
Wizz Air UK Limited	Main Terminal Building, London Luton airport, Luton, LU2 9LY United Kingdom	Tel.: xxx  Fax: xxx	Head of Airport Development Department