

**Framework Agreement on the Use of Apron Parking for Night -stop parking Flights at
Prague/Ruzyne International Airport**

**Letiště Praha, a. s.
and
Wizz Air Hungary Kft.**

Agreement No. of the Provider:
0215001167

Agreement No. of the User:
...

Framework Agreement on the Use of Apron Parking for Night-stop parking at
Prague/Ruzyne International Airport
(hereinafter the “**Agreement**”)

- (1) **Letiště Praha, a. s.**, a joint stock company organised and existing under the laws of the Czech Republic with its registered office at Prague 6, K Letišti 6/1019, Postal Code 160 08, Czech Republic, Company ID No: 282 44 532, VAT No.: CZ28244532, registered in the Commercial Register administered by the Municipal Court in Prague, Section B, File 14003,

banking connection: HSBC Bank plc., Bank account No.:001-007053-005/8150 (IBAN CZ17 8150 0000 0007 0530 0505)

represented by: [REDACTED]
[REDACTED]

(hereinafter the “**Provider**” or “**LP**”)

and

- (2) **Wizz Air Hungary Kft.**, a limited liability company organized and registered under the laws of Hungary, with its registered seat at 1185 Budapest, BUD Nemzetközi Repülőtér, Building 221, Hungary,, Company ID No: 01-09964332, VAT No: HU 13 122 605, registered by the Metropolitan Court acting as court of registration,

banking connection: Citibank NA London
bank account number: IBAN: GB33 CITI 1850 0813 2615 57
SWIFT: CITIGB2L

represented by: [REDACTED]

(hereinafter the “**User**”)

The Provider and the User are hereinafter also jointly referred to as the “**Parties**” or individually as the “**Party**”.

PREAMBLE

WHEREAS:

- (A) The Provider is the operator of Prague/Ruzyne International Airport (also referred to as Vaclav Havel Airport Prague), whose activities include operation of the apron,
- (B) The User is interested in using the apron for aircraft parking,

THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION OF TERMS

1.1 Definitions. The terms indicated below which are used in this Agreement shall have the meaning defined in this Paragraph 1.1 and are always capitalized in the wording of the Agreement:

1.1.1 “**Service**” means

provision of the dispatch parking stands which are specified in the annex no. 1 hereto within the time period from 22:00h to 06:00h (06:00 next day and in local time) for the parking of aircrafts during the night-stop flights of User,

- 1.1.1 **“Request”** means a written document prepared by the User which contains the information required under Article 3.1 of this Agreement.
- 1.1.2 **“Order”** means a written document prepared by the User which contains the information required under Article 3.3 of this Agreement. A sample Order is included as Annex No. 1 to this Agreement.
- 1.1.3 **“Supplemental Agreement”** shall have the meaning specified in Article 3.4 of this Agreement.
- 1.1.4 **“Price”** means monetary payments for the provision of the Services under this Agreement in the amount specified pursuant to Article 4 of this Agreement.
- 1.1.5 **“Invoice”** means a tax document issued by the Provider for purposes of payment of the Price whose essentials are specified in Article 5 of this Agreement.
- 1.1.6 **“Period of Use”** shall have the meaning specified in Article 6.1 of this Agreement.
- 1.2 Other Terms. Other terms may be defined directly in the wording of this Agreement, whereby the definition is emphasized in bold font and preceded by “hereinafter” and capitalized when used hereinafter. Each time such a term occurs subsequently in the wording of the Agreement it is capitalized.
- 1.3 Interpretation. Words imparting the singular shall include the plural and vice versa, words imparting the masculine gender shall include the feminine and neutral genders and vice versa, and words referring to persons shall include natural persons and legal entities and vice versa.
- 1.4 User Statement. The User declares it is an entity entitled to act on its behalf and use the Service at its own cost and risk for the purposes agreed under this Agreement and Supplemental Agreement.

2. PURPOSE AND SUBJECT OF THE AGREEMENT

- 2.1 The purpose of this Agreement is to define the rights and obligations of the Parties in using apron parking at Prague/Ruzyne Airport exclusively for the purpose of parking and handling aircrafts operated by the User.
- 2.2 Under the conditions stipulated below, the Provider hereby undertakes on the basis of the Supplemental Agreements to provide the User the Services and the User hereby undertakes to pay the Provider the Price pursuant to Article 4 hereof for the Services rendered in compliance with this Agreement and under Supplemental Agreement.

3. PROCEDURE FOR CONCLUDING SUPPLEMENTAL AGREEMENTS

- 3.1 Request.

While this Agreement is in force, the User shall be entitled to send a written request for the use of the Services to the Provider by e-mail at least four (4) weeks before the start of the flight season for which the User is interested in using the Services, to the Provider's contact address as indicated in Article 9.1.2 of this Agreement (hereinafter the "**Request**"). The Request shall identify arriving flight and departing flight, aircraft type, coordinated parking time.

3.2 Offer.

3.2.1 Within seven (7) working days from the delivery of the Request, the Provider shall use the User's e-mail contact address as specified in Article 9.1.3 hereof to send an offer for implementation of the Request (hereinafter the "**Offer**") confirming the extent of the Services being requested or indicating the Services the Provider is capable to provide and their price. A sample Offer is stated in Annex No. 1 hereto.

3.2.2 Should the Provider fail to send the User the Offer under the conditions and within the deadline indicated in Article 3.2.1 hereof, the Request which fulfills the conditions under Article 3.1 hereof shall be considered an Order under Article 3.3 hereof.

3.3 Order.

3.3.1 If the User agrees to the extent of the Services and the price indicated in the Offer, it shall e-mail the Provider its agreement with the Offer to the address given in the Provider's contact information as specified in Article 9.1.2 hereof, containing a scan of the Offer signed by the User (hereinafter "**Order**").

3.3.2 The Provider undertakes to confirm receipt of the Order by e-mailing the signed Order to the User's contact address as specified in Article 9.1.3 hereof or using the contact information indicated in the Order and shall do so within seven (7) working days from the day the Order has been delivered to the Provider.

3.4 For the avoidance of doubt, the Parties hereby expressly agree that the Order confirmed by the Provider represents a Supplemental Agreement whose subject consists of the Provider's obligation to provide the User the Service under this Agreement and the Supplemental Agreement, and the User's obligation to pay the Provider the Price for the use of such Service; conditions that are not expressly provided for in the Supplemental Agreement shall be governed by this Agreement (hereinafter the "**Supplemental Agreement**"). The text of individual Orders will always refer to the number of this Agreement and will be numbered in ascending numerical order.

4. PRICE

4.1 Price. The User undertakes to pay to LP for the Services provided under this Agreement the price defined in the Supplemental Agreement for every dispatch contracted parking stands within the time period from 22:00 to 06:00 (06:00 next day and in local time) (per one use; per one stand) (hereinafter referred to as the "**Price**"); this Price shall be multiplied by the number of the performed transits in the relevant

calendar month. Value added tax shall be charged according to legal regulations valid at the time of the Invoice issuance. Use of each stand outside of the 22:00-06:00 interval is charged according the valid LP's Price list - published on the LP' websites: www.prg.aero with the principle of last 120 minutes prior actual off-block free of charge in case of departure later than 06:00. These 120 minutes free of charge are not possible to apply to the 22:00-06:00 interval and before it. The price in CZK will be converted to EUR according the valid CNB exchange rate, the taxable term date is crucial.

- 4.2** The Parties hereby expressly agree that the Provider is not entitled to charge the User parking fees as indicated in the Pricelist published on the Provider's website for flights using the Service under this Agreement, since the Price pursuant to Paragraph 4.1 of this Article 4 of the Agreement replaces the parking fees pursuant to the Pricelist.
- 4.3** Should the Parties fail to agree on the Price, the provisions of Article 4 Paragraph 4.2 hereof shall not apply. In such case, the Provider is entitled to charge the User the price pursuant to the Provider's pricelist, this being the Provider's pricelist of the services published at www.prg.aero (hereinafter the "**Pricelist**"). Should the Pricelist cease being published at www.prg.aero at any time in the future, the Pricelist shall be understood to mean the pricelist sent or otherwise demonstrably presented (by registered letter) by the Provider to the User.
- 4.4** The Parties further agree that if the Pricelist is modified, the Provider shall be obligated to inform the User of each change one (1) month before the modification to the Pricelist takes place, at the latest.

5. PAYMENT TERMS AND CONDITIONS

- 5.1** Price Due Date. The Price shall be due for payment on the basis of the issuance of an Invoice by the Provider as of the last day of the calendar month for which the Price is being charged at the earliest. A breakdown of the services invoiced (number of flights made) must form an attachment to the Invoice. The Invoice is payable within 30 days from the date it is issued by the Provider. The User undertakes to pay the invoiced Price by bank transfer to the Provider's account as indicated in the header of this Agreement or the account specified in the Supplemental Agreement; for purposes of this Agreement, the Provider's number assigned to this Agreement represents the variable symbol.
- 5.2** Payment date. The payment date shall be the day on which the amount invoiced is credited to the Provider's account. Should the due date fall on a Saturday, Sunday or other holiday, December 31 or a day which is not a work day under Act No. 284/2009 Coll., on Payment Transactions, as amended, the payment date shall be moved to the closest succeeding bank work day. The User shall settle its obligation by crediting the invoiced amount to the Provider's account.
- 5.3** Invoice Details. The delivered Invoice must contain all data required for tax documents under the laws of the Czech Republic, in particular Act No. 235/2004 Coll. on Value Added Tax, as amended, and must contain factually accurate data on performance. The Provider shall deliver the Invoice to the User using the address specified for the User in Article 5.4 hereof by 10th day of the month following the month for which the invoice has been issued. After receipt of the Invoice, the User has 5 days to assess whether the

Invoice has been issued free of error and return it should this not be the case. With the return of an incorrectly issued Invoice, the running of the maturity period is suspended and a new maturity period begins to run with the delivery of a corrected Invoice. If the Invoice is issued correctly, the maturity period shall not be suspended.

5.4 The correspondence address for the delivery of Invoices is as follows:

Wiz Air Hungary Kft.,
Attn: Accounting
BUD Nemzetközi Repülőtér, Building 221, 1185 Budapest, Hungary
Telephone: [REDACTED]
e-mail: [REDACTED]

5.5 Interest On Late Payments. If the User is late in paying the Price or part thereof, the Provider shall be entitled to charge late payment interest in the amount of 0.05% of the outstanding amount for each day of delay.

6. DURATION OF AGREEMENT

6.1 Duration of the Agreement. This Agreement is concluded for an indefinite period of time; Supplemental Agreements will always be concluded for a definite period of time, usually for a single flight season.

6.2 Termination of the Agreement or Supplemental Agreement. This Agreement or Supplemental Agreement may be terminated:

6.2.1 By an agreement which must be concluded in writing; the validity and effect of this Agreement terminates on the day indicated in the agreement.

6.2.2 By a termination notice.

(i) The Parties are entitled to terminate this Agreement or Supplemental Agreement even without stating a reason. In such case, the notice period is 3 months from the day on which a written termination notice has been delivered to the other Party.

(ii) Further, the Provider is entitled to terminate the Agreement for the reasons stated below in this paragraph. In such case the termination period shall be 1 month and will begin on the first day of the month following the month during which the termination notice was delivered to the User. Reasons for the Provider's termination are as follows:

(a) a delay by the User in paying the Price, or part thereof, longer than 20 calendar days;

(b) using the Service in breach of its negotiated purpose;

(c) repeated breach on the part of the User of the obligations stipulated in Article 7.2 hereof, if the User fails to remedy said breach even within a subsequent deadline designated by the Provider in writing;

(d) the User is in a situation in which

(I) a court initiates insolvency proceedings under Act No. 186/2006 Coll., on Bankruptcy and Settlement; or

(II) a court decides on bankruptcy under Act No. 186/2006 Coll., on Bankruptcy and Settlement; or

(III) a court suspends bankruptcy proceedings in recognition of the fact that the User's assets are entirely inadequate to pay its creditors;

- (IV) The User itself initiates insolvency proceedings pursuant to Act No. 186/2006 Coll., on Bankruptcy and Settlement; or
- (V) a decision is adopted to dissolve the User, either voluntarily or on a mandatory basis (except for cases involving merger or other legal succession).

7. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1 Rights and Obligations of the Provider

- 7.1.1** The Provider shall maintain the apron parking used for the provision of the Services in good technical condition so that they are fit for the provision of the Services under this Agreement;
- 7.1.2** The Provider has the right to ensure that the User makes use of the Services in accordance with this Agreement and the Supplemental Agreement;
- 7.1.3** The Provider has no obligation to provide for the guarding of parked aircraft. The security provided for apron parking adheres to the same standard as that for other SRA areas;
- 7.1.4** The Provider shall not be responsible for damages originating to parked aircraft or other objects belonging to the User located at the apron parking area, nor articles inside them. The Provider shall be responsible for such damages only in such a case if it has caused the damage willfully;
- 7.1.5** The Provider shall not be liable towards the User for any reason for special, indirect, incidental or consequential damages, such as lost revenues, lost profits or loss of prospective economic advantage, resulting from any performance or failure to perform under this Agreement.
- 7.1.6** The Provider will not undertake any activity for the User with respect to the fire safety. Any fire safety requirements the User may request of the Provider will be governed after the conclusion of this Agreement between the Parties by an independent agreement;
- 7.1.7** The Provider will carry out winter maintenance of the apron parking area in accordance with internal regulations of the Provider at its own expense. At the time of signing of this Agreement, the applicable regulation is PP-010/2009D "Winter Maintenance of Areas at Prague/Ruzyne Airport" or any norm which replaces it.
- 7.1.8** The Provider shall notify the User of planned repairs, reconstruction by giving 30 days prior written notice. The Provider shall use its best efforts to ensure that any restrictions on operations would be applied to all apron users at the Airport in a non-discriminatory manner.
- 7.1.9** The Provider shall not be responsible to the User for damages, arising due to Force Majeure. Force Majeure shall mean any event beyond the control of the Provider 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, order affecting necessary materials, facilities for the operation of

aircraft, strike or labor dispute causing cessation, slowdown or interruption of work (not intentionally caused by the Provider) or inability after due and timely diligence to procure equipment, data and materials from suppliers, cancellation of insurance coverage or any other cause. For purpose of this Agreement force majeure may also refer to flights of national importance and securing the checking and transport of protected persons.

7.2 Rights and Obligations of the User.

7.2.1 The User shall make use of the Service without harming other users or areas of Prague/Ruzyne Airport. While making use of the Services and Prague/Ruzyne Airport, the User shall also conform to generally binding legal regulations, particularly as regards hygiene, environmental protection, worker safety, fire safety and civil aviation safety, along with organizational norms, fire regulations, technical regulations and guidelines (especially the Traffic Code of Prague/Ruzyne of Airport, the Prague/Ruzyne Airport Emergency Plan, etc.) issued by the Provider concerning or impacting the User's operations. The appropriate organizational unit of the Provider will submit the User these regulations upon request. At any time whatsoever during the Period of Use, the Provider is authorized to amend internal regulations, change them or issue new regulations. The Provider shall notify the User of these changes and amendments to internal regulations without undue delay. Upon the notification to the User these amendments to internal regulations of the Provider become binding for the User, except for the cases when the changes or amendments to internal regulations establish essential new obligations or essential new restrictions to the rights of the User in conflict with the Agreement or Supplemental Agreements;

7.2.2 The User shall be obliged to tolerate essential restrictions due to planned repairs, reconstruction or as imposed by LP on the basis of serious operational concerns, or restrictions placed during an emergency or to remove obstacles or problems arising from airport operations or related thereto, which may necessitate that LP temporarily designate other apron parking.;

7.2.3 In order to avoid pollution and damage to the environment and as part of the introduction of an Environmental Management System by the Provider at Prague-Ruzyne Airport in accordance with ISO 140001 (hereinafter the "EMS"), the User shall be obliged to abstain from any activity which would directly or indirectly cause damage or threat to individual components of the environment (soil, minerals, water, atmosphere, climate, countryside, ecosystems, etc.) and unconditionally comply with all directives issued by the Provider associated with the introduction of the EMS.

(i) In the event of breakdowns or emergencies, the User shall be obliged to contact employees of the Provider using the contact information below:

(a)	fire, leaks of unknown substances	3333, 2222
(b)	ambulance	3301, 3302
(c)	security dispatching	1000
(d)	technical/operations dispatching	6000
(e)	central operations dispatching	7000

(ii) Questions or suggestions for improvement for individual areas:

- (a) Work Safety bozp@prg.aero
- (b) Environment zivotni.prostredi@prg.aero
- (c) Complaints stiznosti@prg.aero

7.2.4 The User is responsible to the Provider for any damage it causes and / or caused by the breach of its obligations under this Agreement.

8. CONTRACTUAL PENALTIES, REIMBURSEMENT OF DAMAGES

- 8.1** The fulfillment of individual obligations by the Parties as stipulated in Article 7 hereof is secured by contractual penalty of CZK 10,000 for each individual breach (hereinafter the "**Contractual Penalty**").
- 8.2** The Party is entitled to demand payment of the Contractual Penalty if the Party commits a material breach of its obligations under this Agreement does not take corrective action within seven days of the delivery of written notification that it has breached a particular obligation. Material breach of the User for the purpose of this clause is non-performance of its payment obligations as defined in Article 5.
- 8.3** The Contractual Penalty shall be payable to the account of the Party given at the header of this Agreement within 15 days of the date of delivery of a demand for payment of the Contractual Penalty to the other Party.
- 8.4** The demand that a Contractual Penalty be paid or its payment shall be without prejudice to the right of the Party to claim damages in their full extent.

9. CONCLUDING PROVISIONS

9.1 Contact Persons. Contact persons authorized to act on all matters concerning the Agreement are as follows:

9.1.1 on behalf of the Provider: [REDACTED]
telephone: [REDACTED]
e-mail: [REDACTED]

9.1.2 For the Provider in matters concerning handling Requests and Orders and the signature of Supplemental Agreements:
Senior Manager for Terminal Operations: [REDACTED]
[REDACTED]
telephone: [REDACTED]
e-mail: [REDACTED]

9.1.3 on behalf of the User: [REDACTED]
telephone [REDACTED]
e-mail [REDACTED]

Either Party may change its contact information by sending written notification to the other Party at the delivery address given in this Agreement.

9.2 Notification. Unless this Agreement stipulates otherwise for a particular case, the Parties hereby undertake that all notifications, requests or other communications

undertaken by either of the Parties on the basis of this Agreement shall be done in writing and shall be construed as having been properly carried out as soon as delivery has been made to the other Party personally or via a courier service providing a delivery receipt, registered post or fax, using the addresses and connections indicated at the head of this Agreement or to another address or connection indicated by the other Party in keeping with the procedures stipulated in this provision. All notifications undertaken on the basis of the Agreement will be considered to have been delivered:

- 9.2.1** on the date of their physical acceptance by the addressee for personal deliveries or deliveries by courier; or
 - 9.2.2** on the date indicated on the delivery receipt for delivery by registered mail; or
 - 9.2.3** on the date shown on the confirmation of uninterrupted fax transmission for fax transfers; or
 - 9.2.4** on the third day after notification has demonstrably been sent, in cases in which the Party refuses to accept a package at the valid address for mail given in this Agreement or in the Commercial Register (including registered mail).
- 9.3** Set-Off. The User is entitled to set off any due or undue claims against the Provider exclusively upon written agreement with the Provider.
- 9.4** Assignment of rights and obligations, transfer of rights under the Agreement. The User may transfer its rights or assign claims under this Agreement only with prior written agreement from the Provider.
- 9.5** Changes and additions. This Agreement with its annexes contains the entire agreement between the Parties in matters which are the subject of this Agreement and replaces all prior written or oral agreements or negotiations between the Parties undertaken in matters which are the subject of this Agreement. No amendment, modification or change of this Agreement shall be valid unless in writing and signed by an authorized representative of both Parties.
- 9.6** Partial invalidity, severability. If any provision whatsoever of this Agreement shall become invalid or unenforceable, this shall have no impact on the validity or enforceability of other provisions of this Agreement. The Parties agree to replace any invalid or unenforceable provision with a new provision corresponding to the intention expressed by the original provision and this Agreement as a whole.
- 9.7** Confidentiality. The Parties have agreed to consider all information contained in this Agreement or received in connection therewith to be confidential. Without prior written consent from the other Party, neither Party may provide such information to any third party whatsoever, except for cases in which
- 9.7.1** the Parties are obligated to do so under the law; and/or
 - 9.7.2** the information in question is already publicly available in accordance with the law or the Agreement; or
 - 9.7.3** such information is provided to persons that are required by law to maintain confidentiality; or
 - 9.7.4** the other Party gives written consent for making specific confidential information accessible.

- 9.8** Trade Secrets. The Parties hereby declare that the content of this Agreement is a trade secret and shall be treated as such, as governed by Act 513/1991, Coll., Commercial Code, as amended.
- 9.9** Resolution of Disputes. The Parties undertake to resolve all disputes arising under this Agreement or in connection thereto by negotiation and mutual agreement. If the disagreement cannot be resolved within 30 days of the date it has arisen, either Party shall be entitled to submit it to the court with subject-matter and territorial jurisdiction. Pursuant to the provisions of Article 89a of Act No. 99/1963, Civil Procedure Code, as amended, the Parties have agreed upon the territorial jurisdiction of the Provider's general court.
- 9.10** Governing Law. This Agreement and the relationships arising therefrom shall be governed by the laws of the Czech Republic, particularly by Act No. 513/1991 Coll., Commercial Code, as amended.
- 9.11** Counterparts. The Agreement has been prepared in five (5) counterparts, of which the Provider shall obtain three (3) copies and the User two (2) copies.
- 9.12** Validity and effectiveness. This Agreement shall become valid on the date of its signature by both Parties and shall become effective on 1.10.2013.
- 9.13** Annexes: All annexes to this Agreement indicated below shall be considered an integral part thereof.

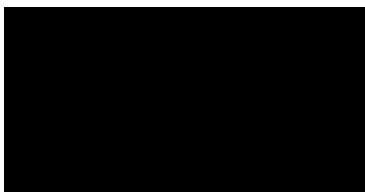
Annex No. 1 – Sample Offers/Orders

IN WITNESS WHEREOF, THE PARTIES HEREBY AFFIX THEIR SIGNATURES TO THIS AGREEMENT

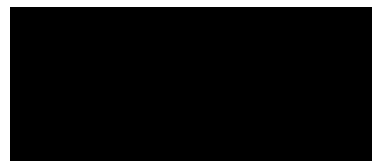
Date:
On behalf of the Provider: 30. 09. 2013

Date:
On behalf of the User: 30. 09. 2013

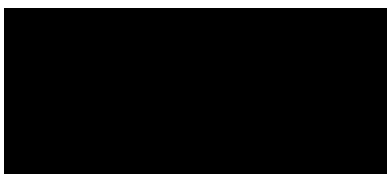
Signature:
Name:
Position:



Signature:
Name:
Position:



Signature
Name:
Position:



Annex No. 1

Offer / Order No. [●]

(flight season [●])

to the Framework Agreement on the Use of Apron Parking at Prague/Ruzyne International Airport,
No. 0215001167

- (1) **Letiště Praha, a. s.**, with its registered office at Prague 6, K Letišti 6/1019, Postal Code 160 08, Company ID No.: 282 44 532, VAT No.: CZ28244532, registered in the Commercial Register administered by the Municipal Court in Prague, Section B, File 14003,
banking connection: HSBC Bank plc., Bank account No.: 001-007053-005/8150 (IBAN CZ17 8150 0000 0007 0530 0505)
represented by: [REDACTED]
(hereinafter the "Provider")

and

- (2) **Wizz Air Hungary Kft.**, with its registered office at 1185 Budapest, BUD Nemzetközi Repülőtér, Building 221, Hungary, Company ID No.: 01-09964332,
banking connection: Citibank NA London]
bank account number: IBAN: GB33 CITI 1850 0813 2615 57
SWIFT: CITIGB2L

represented by: [REDACTED]
(hereinafter the "User")

1. SPECIFICATION OF THE EXTENT OF SERVICES, PRICES AND THE PERIOD OF USE

- 1.1. Extent and Price of Services:
- Price for the use of apron parking: [REDACTED] per night transition / from 22:00 to 06:00 next day in local time, as specified in Article 4
- 1.2. Period of Use: Flight season [●] / from dd.mm.yy until dd.mm.yy
- 1.3. Contracted parking stands: ...
- 1.4. Total Price: [REDACTED] per one night transition / one stand

2. CONCLUDING PROVISIONS

- 2.1. This Order shall become valid on the date of its signature by both Parties and take effect on the first day of the Period of Use.
- 2.2. This Order has been prepared in two (2) counterparts with the force of an original. Each Party shall obtain one counterpart.

Date:
On behalf of the Provider:

Date:
On behalf of the User:

Signature [REDACTED]
Name:
Position:

Signature: [REDACTED]
Name:
Position: