



CONTRACT FOR USE OF BUSINESS – CLASS LOUNGE
(PROVIDER's internal number 20031)

Concluded on.....in Warsaw, between:

Letiště Ostrava, a.s., č.p. 401, 742 51 Mošnov, Czech Republic, registered in the Regional court at Ostrava, Section B, File 2764, Company identification number 26827719, VAT number CZ26827719

represented by Jaromír Radkovský - Chairman of the board and Ing. Holubec Michal - Vicechairman of the board

hereafter „PROVIDER“

and

Polskie Linie Lotnicze „LOT“ S.A., Komitetu Obrony Robotników 43, 02-146 Warszawa, Poland, registered in the Register of Entrepreneurs kept by the District Court for the City of Warsaw, XIV Commercial Division of the National Court Register under the NO KRS 0000056844, TAX Identification Number NIP 522-000-23-34, VAT ID: PL522-000-23-34 and capital stock of PLN 62 430 548,32 PLN (paid up in full)

represented by:

[REDACTED] –Director, Product Department
[REDACTED] - Director, Purchasing and Supply Chain Management Department

hereafter „USER“

the USER and/or the PROVIDER may hereinafter be referred to as the „PARTY(IES)“

concluded the following



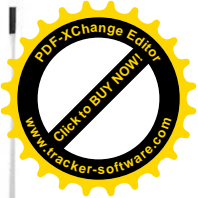
Article 1.

[REDACTED]

[REDACTED]

Article 2.

USER shall offer access to Business Lounge to the following categories of passengers:



LOT Business Class, Star Alliance Gold Cardholders, Senator Miles & More Cardholders (SEN), HON Miles & More Cardholders (HON), LOT Business Lounge Invitation holders; according to Attachement No. 1

Remark:

1. HON Circle(Miles & More): The card holder may introduce 1 guest on a same LOT flight + family members according to LOT Contract lounge access rules.

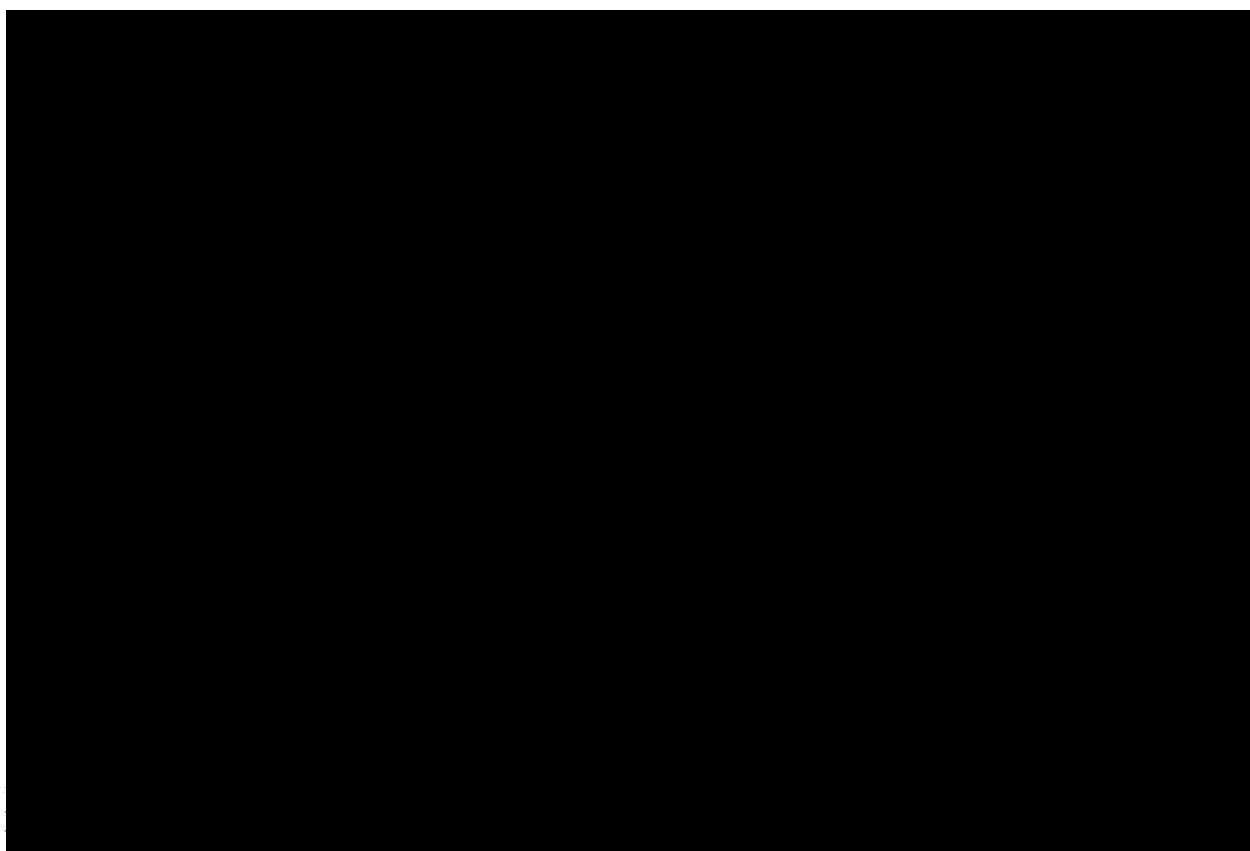
Article 3.

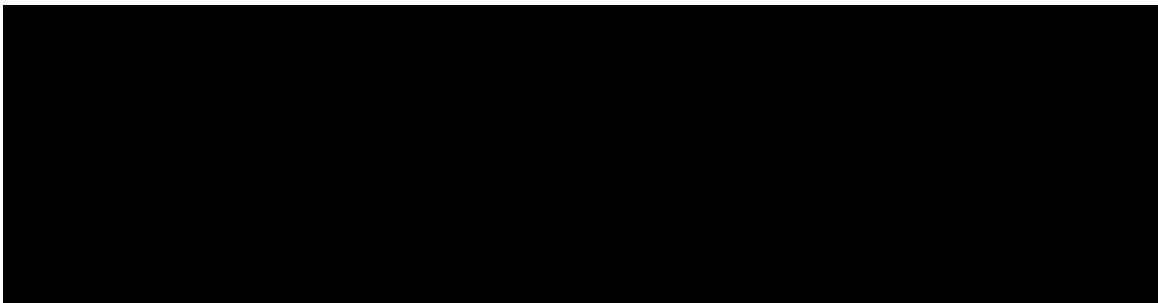
PROVIDER shall make possible for passengers waiting in the Business Lounge to use the following:

- daily newspapers (domestic and international)
- hot and soft drinks (jucies, water, coffee, tea, etc.)
- alcoholic beverages (wine, beer, etc.)
- snacks, cold meals
- electricity connections (for phone charge, laptop)
- free internet connection
- TV set

The Business Lounge will be open two (2) hours before departure of USER's flight.

Article 4.





Article 5.

The PARTIES have agreed that the PROVIDER is entitled to let this Contract to be entered into the Register of Contracts established by the Ministry of Interior in accordance with the Act No. 340/2015 Coll., on special conditions of some Contract efficiency, the Contracts publication in the Register of Contracts (the Act on Register of Contracts), and they express their consent with the publication including publication of personal data in the meaning of the Act No. 110/2019 Coll., on personal data processing.

The both Contracting PARTIES state the covenant regarding the price is a business secret of the both Contracting PARTIES in the meaning of § 504 Act No. 89/2012S Coll., Civil Code, and it is excluded from publication in the Register of Contracts in accordance with § 5 Sec. 6, Section 8 of the Act No. 340/2015 Coll.

This Contract shall enter into force on the day of its signature by the both Contracting PARTIES, and shall become effective on 1st December 2020. If this Contract is only published in the Register of Contracts after a date of 1st December 2020, the Contract will come into the efficiency upon its publishing in the Register of Contracts.

This Contract is valid to 31st October 2025

This Contract may be terminated by either Party due to the important reason including but not limited to: bankruptcy of the Party, liquidation of the Party, cession of flight operation to the OSR by the USER, by giving the other Party thirty (30) days prior written notice.

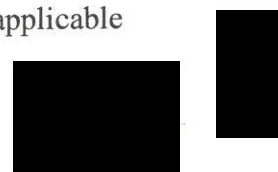
The Contract may be terminated at any time by mutual agreement of both Parties.

Any modification or addition to this Contract shall be made by a written and numbered amendment signed by both PARTIES after previous arrangement.

Article 6.

The Parties are mutually obliged to handle personal data in compliance with the applicable rules on personal data at any time in accordance with the applicable regulations, specifically the EU General Data Protection Regulation 2016/679. Each Party shall be individually responsible, as a sole data controller, for its own processing of personal data pursuant to and/or in connection with this Contract. Neither Party shall be construed as a data processor in relation to the other Party.

The Parties shall inform their representatives indicated in Article 4 above of transferring their personal data to the other Party, providing them with any information required by applicable





regulations, in particular information about their rights and about the fact that the transfer of their personal data was effected pursuant to this Contract, for the purpose of performing its provisions.

Article 7.

The contracting parties will try to settle any disputes arising out of this Contract by mutual Contract. Should they fail to do so, all action under the present contract will be brought before the competent Court in Republic of Poland.

This Contract shall be governed by the laws of the Republic of Poland.

Article 8.

This Contract is drawn up in two (2) identical copies, and is written in English. One (1) copy are to be given to the USER and one (1) copy to PROVIDER.

Article 9.

Neither Party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations (including financial obligations) under this Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control which is an Event of Force Majeure (as defined below).

The affected Party shall as soon as reasonably practicable after the start of an Event of Force Majeure and no later than five (5) business days from its start, notify the other Party in writing of the Event of Force Majeure, the date on which it started, its likely or potential duration and the effect of the Event of Force Majeure on its ability to perform any of its obligations under this Contract and shall use commercially reasonable endeavors to mitigate the effect of the Event of Force Majeure on the performance of its obligations. If the duration of Event of Force Majeure continues for a continuous period of thirty (30) days than either Party reserves the right to terminate this Contract with an immediate effect. Such termination shall be notified in writing.

For the purposes of this Contract, an "Event of Force Majeure" means any event affecting the performance of this Contract arising from or attributable to any acts, events, omissions or accidents beyond the reasonable control of the Party liable to perform and in particular but without limiting the generality of the foregoing shall include lock-outs, civil commotion, riot, invasion, threat of or preparation for war, fire, explosion, flood, volcano or earthquake or other natural physical disaster, epidemic, pandemic or quarantines, strikes or industrial action, but shall not in any event include strikes or any other industrial action by the employees of the Party liable to perform.



Article 10.

This Contract, the information hereto or hereafter exchanged between the Parties relating to this Contract, are confidential. Both Parties shall not, without prior written consent of the other Party, disclose any of such information to any person outside of either Party's organization.

Article 11.

USER hereby accepts and undertakes to hold the PROVIDER harmless from all claims and complaints of the USER's Clients (passengers) or third parties and to compensate the PROVIDER for all damages arising out due to USER's own faults, omissions or negligence of its personnel related to the subject of this Contract.

PROVIDER shall hold harmless USER from any and all damage claims, expenses, costs, possible loss and miscellaneous expenditures arising out of the PROVIDER's breach of its obligations and undertakings under this Contract unless damages were caused by willful misconduct or gross negligence of USER.

USER shall hold harmless the PROVIDER from any and all damage claims, expenses, costs, possible loss and miscellaneous expenditures arising out of USER's breach of its obligations and undertakings under this Contract unless damages were caused by willful misconduct or gross negligence of PROVIDER.

PROVIDER shall be liable for passengers' or other parties' losses as the result of wrong performance of the obligations under this Agreement such as but not limited bad technical preparation of the equipment, food poisoning resulting in a passengers' or other parties' damage.

Signed the:
At: Warsaw
For and on behalf of:
Polskie Linie Lotnicze „LOT“ S.A.

Signed the: 08-12-2020
At: Mosnov
For and on behalf of:
Letiste Ostrava, a.s.

Letiste Ostrava, a.s.
742 51, Mosnov b.p. 401
IC: 26827719
DIČ: CZ25327719