

CONTRACT

for the Lease of Premises for Business and the Provision of Certain Related Services

As an integral part hereof, this Contract includes the Business Terms for the Lease of Premises for Business and the Provision of Certain Related Services at the Prague/Ruzyně International Public Civil Airport (hereinafter the “**Business Terms**”), which constitute Annex 4.

Letiště Praha, a. s.

as the Landlord

and

Safe Bag Czech Republic s.r.o

as the Tenant

Landlord's reference number of the Contract:

0210008788

Tenant's reference number of the Contract:

This Contract for the Lease of Premises for Business and the Provision of Certain Related Services was concluded on the day, month and year set forth below by and between:

1. **Letiště Praha, a. s.**, with its registered office at K Letišti 1019/6, Ruzyně, 161 00, Prague 6, Company ID No.: 282 44 532, Tax ID No.: CZ699003361, incorporated in the Commercial Register kept by the Municipal Court in Prague, file number B 14003, represented by Ing. Jiří Pos, Chairman of the Board of Directors, and Mgr. Jakub Puchalský, a member of the Board of Directors

(hereinafter the “**Landlord**”)

and

2. **Safe Bag Czech Republic s.r.o.**, with its registered office at: Belgická 115/40, Vinohrady, 120 00 Praha 2, Company ID No.: 142 02 247, incorporated in the Commercial Register kept by the Municipal Court in Prague, file number C 361757, the Tenant is not a VAT payer

(hereinafter the “**Tenant**”)

The Landlord and the Tenant shall also be jointly referred to as the “**Parties**” and each individually as a “**Party**”.

Whereas

- (A) The Landlord is the sole and exclusive owner of the Building;
- (B) The Subject of the Lease, which the Landlord is entitled to lease, is located in the Building; and
- (C) Based on the result of the concession procedure entitled OPERATION OF LUGGAGE WRAPPING SERVICES AND OTHER ADDITIONAL SERVICES (3) (hereinafter the “**Tender Procedure**”), the Tenant is the selected contractor, who wishes to rent the Subject of the Lease from the Landlord in order to conduct business activities there according to the Purpose of the Lease under the conditions stipulated in the Tender Procedure and in this Contract, and the Landlord wishes to lease the Subject of the Lease to the Tenant under the conditions agreed in this Contract;

The Parties, in accordance with Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “**Civil Code**”), enter into the following Contract:

I. DEFINITIONS

- 1.1 The capitalized terms in this Contract have the following meaning:
 - 1.1.1 “**Airport**” shall mean a comprehensive functional group of buildings, land and other real property, including their individual parts and related infrastructure, forming the area of the Prague/Ruzyně International Public Civil Airport.
 - 1.1.2 “**Building**” shall mean building with its Land Register No. 1017, in the municipality district of Ruzyně, which is part of land lot No. 2561/1 and is located on land lots Nos. 2561/2 and 2553/19, all in the cadastral area of Ruzyně, the municipality of Prague.
 - 1.1.3 “**Terminal 1**” shall mean the part of the Building designated as Terminal 1, in the scope that forms Annex 2.

- 1.1.4 **"Terminal 2"** shall mean the part of the Building designated as Terminal 2, in the scope that forms Annex 2
- 1.1.5 **"The Subject of the Lease"** means premises used for business located in the Building, as specified in more detail and highlighted in the plan of the Subject of the Lease in Annex No. 2 to this Contract, including the indicative areas of the premises specified in Annex No. 1a and Annex No. 1 to this Contract, namely as follows: over a period from the Lease Commencement to the return of Business Area T1, the Subject of the Lease refers jointly to the Business Unit, Business Area T1 and the Business Area T2, and from the day following the takeover of Business Area T1 by the Landlord, the Subject of the Lease refers to the Business Unit and Business Area T2.
- 1.1.6 **"Business Unit"** means business premises, room No. 110, with a surface area of 29 m², located on the 1st above-ground floor in Terminal 1.
- 1.1.7 **"Business Area T1"** means business premises – a part of hall 101, with a surface area of 20 m², located on the 1st above-ground floor in Terminal 1.
- 1.1.8 **"Business Area T2"** means business premises – a part of hall 2001, with a surface area of 20 m², located on the 2nd above-ground floor in Terminal 2.
- 1.1.9 **"Establishment"** means the Business Unit and/or Business Area T1 and/or the Business Area T2.
- 1.1.10 **"Purpose of the Lease"** shall have the meaning specified in Article 2.4 of this Contract.
- 1.1.11 **"Commencement of the Lease"** shall have the meaning specified in Article 5.1 of this Contract.
- 1.1.12 **"Term of the Lease"** shall have the meaning specified in Article 5 of this Contract.
- 1.1.13 **"Rent"** shall mean the payment for the use of the Subject of the Lease, which includes the components of the Base Rent, Turnover Rent, or Additional MAG Payment, or Penalty Rent.
- 1.1.14 **"Base Rent"** shall mean the component of the Rent that is paid monthly and the amount of which corresponds to the product of (i) the number of square metres of the Subject of the Lease and (ii) the number [REDACTED]
- 1.1.15 **"Rent from Turnover"** means the Rent component corresponding to the sum of the Landlord's share of the Tenant's Turnover and the Landlord's share of the Tenant's Exchange Rate Gains Turnover. The amount of Rent from Turnover will be determined as the difference between the sum of (a) amounts calculated from (i) the percentage from Turnover achieved by the Tenant in accordance with the Contract and (ii) the percentage from Exchange Rate Gains Turnover achieved by the Tenant in accordance with the Contract, and (b) the amount of Basic Rent.
- 1.1.16 **"Penalty Rent"** is set at a daily amount of [REDACTED] for each Establishment. The Tenant must pay the Penalty Rent under the terms and conditions of the Contract if the Tenant does not carry out business in any Establishments although it is obligated to do so under the Contract.

- 1.1.17 **"MAG"** means a minimum annual Turnover Rent amounting to [REDACTED] of the total Turnover Rent and Basic Rent plus any Penalty Rent payable for the Contractual Year, if applicable; MAG is determined as of the first and all subsequent anniversaries of the Lease Commencement following the procedure under Art. IV.4.8 and IV.4.9 of the Contract and applies to a Contractual Year following the anniversary of the Lease Commencement for which it was determined.
- 1.1.18 **"PAX"** means the total number of passengers handled (in cases where the same passenger has been handled several times, each instance is counted separately) – hereinafter **"Passengers"** – at the Airport, separately in Terminal 1 and Terminal 2 where applicable, for the relevant period specified in the Contract.
- 1.1.19 **"Turnover/PAX"** applies to the entire Airport and amounts to [REDACTED]
- 1.1.20 **"Contractual Year"** is a period of twelve 12 consecutive months from the day following the Lease Commencement (or the anniversary of the Lease Commencement) to the next anniversary of the Lease Commencement.
- 1.1.21 **"Contract"** means this Contract for the Lease of Business Premises and the Provision of Certain Related Services, as amended by subsequent modifications and/or amendments.
- 1.1.22 **"Procurement Documentation"** means the procurement documentation associated with concession procedure No. Z2021-047353, pursuant to Act No. 134/2016 Coll., on Public Procurement, as amended.
- 1.1.23 **"PPA"** means Act No. 134/2016 Coll., on Public Procurement, as amended.
- 1.2 If the body of this Contract does not contain a certain definition, the definition contained in the Business Terms and Conditions will apply. The definitions contained both in the body of this Contract and in the Business Terms and Conditions will be interpreted in mutual concordance, it being understood that in case of any deviations or discrepancies in the definitions, the definition contained in the body of this Contract will prevail.

II. SUBJECT-MATTER OF THE CONTRACT

- 2.1 In this Contract, the Landlord undertakes to provide the Subject of the Lease to the Tenant for temporary use from the Commencement of the Lease for the Term of the Lease for the Purpose of the Lease, and the Tenant accepts the lease of the Subject of the Lease under the terms of this Contract, including the Business Terms, and undertakes to pay the Rent to the Landlord.
- 2.2 The Landlord shall also provide the Tenant with Services related to the lease of the Subject of the Lease and the Tenant undertakes to pay the Price of the Services for the provision of those Services in accordance with this Contract and the Business Terms.
- 2.3 The Tenant undertakes to operate, in the establishment located in the Subject of the Lease and in accordance with the Purpose of the Lease, the activities which constitute the Tenant's line of business in accordance with its trade licence:
- 2.3.1 Production, trade and services not listed in Annexes 1 to 3 of the Trade Licensing Act.

A copy of the Tenant's extract from the Commercial Register is attached to this Contract as Annex No. 3. The Tenant is entitled to change or expand the subject of business in the Subject of the Lease only with the Landlord's prior written consent.

Furthermore, when operating its activities in the Subject of Lease in accordance with the Purpose of the Lease for the entire Term of the Lease, the Tenant must provide the full range of services and, where applicable, sell the full range of goods as stated in its offer submitted in the Procurement Procedure as provided for in Annex No. 12 and Annex No. 16 hereto to the extent and in the quality specified in therein (hereinafter the "**Service Guarantee**")

The Tenant will be entitled, but not more than once a year, to request the Landlord to make changes to the Service Guarantee, namely with respect to expanding the range of services or the range of goods, making operational changes or changes to the procedures that apply to the provision of services specified herein. The Landlord is not obligated to approve the change to the Service Guarantee as proposed by the Tenant; however, the Landlord agrees not to reject the request to make the required changes to the Service Guarantee without good reason.

If the Tenant did not offer the provision of additional services and/or the sale of additional range of goods as part of its tender, the Tenant is entitled to offer to the Landlord the provision of additional services and/or the sale of additional range of goods as part of the changes made to the Service Guarantee. If the Landlord approves, the Parties will enter into an amendment to the Contract. For the provision of such services and/or the sale of goods added in this manner, the percentage of Turnover for the purpose of calculating the Turnover Rent will be [REDACTED] irrespective of the number of PAX. In such case, the Tenant is required to provide these additional services and/or sell this additional range of goods until the end of the Term of Lease.

- 2.4** The Parties agree that the only purpose of the lease under this Contract is the use of the Subject of the Lease by the Tenant for business activities within the scope of its trade licence for the purpose of providing luggage wrapping and luggage weighing, and, if applicable, providing the services and/or the retail sale of goods, as further specified in Annex No. 12 and Annex No. 16 to this Contract (hereinafter "**Purpose of the Lease**"). The Tenant is not entitled to use the Subject of the Lease for any purpose other than the Purpose of the Lease as defined in the Contract. The Parties have also agreed that the Tenant is not entitled to sell goods and/or provide services within the Subject of the Lease that are specified in Annex No. 11 – List of Prohibited Goods and Services to be Sold or Provided.
- 2.5** The Landlord agrees to guarantee that the Tenant is the exclusive provider of luggage wrapping services in parts of Terminal 1 and Terminal 2 specified in more detail in Annex No. 15 to this Contract (hereinafter "**Exclusive Area**"), i.e. the Landlord will guarantee that the Tenant is the only provider of this type of service at the Airport over the Term of the Lease (hereinafter "**Exclusive Service**"), with the exception of luggage wrapping provided by the Landlord (in cooperation with state administration bodies, if applicable) for security and operational reasons and solely non-commercial purposes. The Exclusive Service means only the luggage wrapping service; other business activities of the Tenant conducted pursuant to the Purpose of the Lease in the Subject of Lease are not of an exclusive nature.

III. SUBJECT OF the LEASE – HANDOVER, NARROWING

- 3.1 The Landlord is obligated to hand the Business Unit, Business Area T1 and Business Area T2 on June 6, 2022 (hereinafter “**Handover Date**”) providing that the Tenant (i) has paid the Security Deposit and (ii) has submitted a Bank Guarantee to the Landlord in accordance with this Contract, and the Tenant is obliged to accept the Business Unit, Business Area T1 and Business Area T2 from the Landlord within this deadline.
- 3.1 The Landlord is obliged to hand over the Business Unit, Business Area 1 and Business Area 2 to the Tenant in the condition and with the equipment as specified and described in Annex No. 10 to this Contract (hereinafter “**Equipment**”).
- 3.2 The Parties will make a handover and acceptance report regarding the handover and acceptance of the Business Unit, Business Area T1 and Business Area T2. The subject of the handover and acceptance report will include a description of the actual condition of the Business Unit, Business Area T1 and Business Area T2 on the day of handover and acceptance, the number of keys and/or other items handed over, and/or a list of all documents handed over.
- 3.4 No handover of the Subject of the Lease. If the Tenant does not submit to the Landlord Proof of Insurance and does not pay the Security Deposit in accordance with the terms and conditions of this Contract, the Landlord will not be obliged to hand the Subject of the Lease (or any part thereof) over to the Tenant. The fact that the Subject of the Lease (or any part thereof) was not handed over to the Tenant due to the reasons specified in this Article of the Contract will under no circumstances be regarded, in accordance with the agreement of the Parties, as a breach of the Landlord’s obligation to ensure the Tenant’s undisturbed performance of the lease or of any other obligations arising for the Landlord under this Contract.
- 3.3 The Tenant will perform the Initial Building Modifications of the Business Unit pursuant to the provisions of Article VI hereof and within the period of time specified in the provisions of Article 5.2 hereof, the Tenant will open the Business Unit to the public and start its business activities there. The Parties agree that upon the completion of the Initial Building Modifications, the Tenant will return Business Area T1 to the Landlord subject to a written handover and acceptance report; from the day following the return of Business Area T1, the Subject of the Lease will be automatically reduced by the portion corresponding to Business Area T1. The amount of the Rent and the Price for Services will be adjusted accordingly pursuant to the procedure specified in Art. 4.2. hereof.

IV. RENT

- 4.1 The Tenant is obliged to pay to the Landlord for the use of the Subject of the Lease from the Lease Commencement date a Rent at the times, in the amount and in the manner specified in this Art. IV. and in the Business Terms and Conditions.
- 4.2 Over the period from the date of the Lease Commencement to the date of Business Area T1 return to the Landlord pursuant to the provisions of this Contract above, the Tenant will pay the Landlord the Basic Rent and the Price for Services specified in Appendix No. 1 Overview of Payments 1 to this Contract (hereinafter “**Annex No. 1**”). From the date of returning Business Area T1 to the Landlord when the Subject of the Lease is reduced, Annex No. 1 hereto will be cancelled and replaced with Annex No. 1a An Overview of Payments 2 (hereinafter “**Annex No.**

1a"). Over the period from the date of returning Business Area T1 to the Landlord, the Tenant will pay the Basic Rent and the Price for Services under Annex No. 1 subject to invoices – tax documents issued always on the last calendar day of every month to which the Basic Rent and the Price for the Services apply. If the Tenant completes the Initial Building Modifications and hands over Business Area T1 back to the Landlord during a calendar month, an invoice for a proportionate share of the Basic Rent and the Price for Services under Annex No. 1 and Appendix No. 1a will be issued (always based on the number of days). All Invoices issued under this Contract will be issued with a maturity of 17 calendar days from the date of their issuance. The day of taxable supply is always the last day of the calendar month which is being invoiced. From the first calendar day of the month following when both of the following conditions are met (ie after the later condition is met):

- A copy of the VAT registration issued by the Tax Administrator to the Tenant will be handed over to the Landlord; The Tenant is obliged to hand over a copy of the VAT registration to the Landlord immediately upon receipt of the registration from the tax administrator, no later than within 7 working days of receipt.
- The Tenant shall hand over the Business Area T1 back to the Landlord (the Subject of the Lease will be narrowed in accordance with Annex No. 1a to this Contract);

the Tenant is obliged to pay the Basic Rent and the Price for the Services on the basis of the Repayment Schedule, registration number of the tax document: 001/0210008788, which will be a tax document pursuant to Act No. 235/2004 Coll. on value added tax, as amended. The Repayment Schedule will be issued for the Basic Rent and the Price for Services, as set out in Annex No. 1a, and will be delivered to the Tenant before the effective date to the address of the Tenant's Data Box specified in clause 11.1.2 of this Contract.

For the sake of completeness, the Landlord states that in connection with the provision of Business Area T1 and Business Area T2, according to the Value Added Tax Act No. 235/2004 Coll., As amended, this is not a lease, but a service which is not an exempt taxable supply. This also applies to the Rent from Turnover, related to these Business Areas. In connection with the provision of the lease of the Business Unit, it is a lease exempt pursuant to Section 56a of Act No. 235/2004 Coll., On Value Added Tax, as amended, and for non-taxpayers it is an exempt performance. This also applies to the Rent from Turnover related to this Business Unit.

From the first day of the month following the fulfillment of the later of the two conditions mentioned above in this clause 4.2 of this Contract, the Rent for the Business Unit will be a taxable supply and will be subject to value added tax in the statutory amount valid on the date of the taxable supply. This also applies to the Rent from Turnover related to this Business Unit.

- 4.3** The rent from the Lease Commencement comprises the Basic Rent and the Turnover Rent. Following the lapse of the second Lease Commencement anniversary, the Rent also includes any balance payment of a positive difference between MAG applicable to a Contractual Year that has passed and the total amount of Basic Rent and Turnover Rent payable for a Contractual Year that has passed (hereinafter "**MAG Balance**") pursuant to Art. 4.8 hereof. The Tenant will pay the Basic Rent and the Turnover Rent on a monthly basis effective from the Lease Commencement for the entire duration of the Term of the Lease in a manner specified below. The Tenant must pay the MAG Balance once a year for the past Contractual Year, always retrospectively as of the Lease Commencement anniversary, starting from the second Lease Commencement anniversary in a manner specified below.

If the total surface area of the Business Unit or Business Area that constitutes the Subject of the Lease is decreased for reasons outside the Tenant's control, the Tenant is not required to pay the MAG Balance for the Contractual Year in which the Subject of the Lease has been decreased or for the period of a Contractual Year that immediately follows. On the anniversary of the Lease Commencement after the end of the Contractual Year following the Contractual Year in which the Subject of the Lease was decreased, MAG will be set in accordance with the procedure pursuant to Article 4.8 hereof. The expansion of the Subject of Lease does not affect the Tenant's obligation to pay the MAG Balance. A detailed breakdown of the calculation is provided in Annex No. 14 hereto. This provision will not apply when the Subject of Lease is decreased by Business Area T1, i.e. unless the Subject of Lease is narrowed in another manner the Tenant will pay the MAG Balance starting from the second anniversary of the Lease Commencement.

- 4.4** The Tenant will pay the Basic Rent monthly, following the Repayment Schedule, always by the fifth day of a month for which the Basic Rent is required. The Basic Rent is a set and non-variable payment that the Tenant has to make unless the Contract expressly provides otherwise.
- 4.5** The Tenant must pay a monthly Turnover Rate. The Rent from Turnover for each month is determined as the difference between (a) the sum of amounts calculated from (i) the percentage of Turnover related to PAX over the relevant month, and (ii) the percentage of Turnover from Foreign Exchange Gains (the percentage rates of Turnover for the individual levels of PAX are listed in new Annex No. 12 hereto; following the procedure under the provisions of Article 2.3 hereof, the percentage of Turnover from services and goods that were additionally added over the term of this Contract is always [REDACTED] regardless of the PAX level, the percentage of Turnover from Foreign Exchange Gains is always [REDACTED] plus (b) the Basic Rent. percentage rate from Exchange Rate Gains Turnover and percentage rate from Turnover specified in Annex No. 12 are binding for the entire Term of the Lease. The Parties agree that in a calculated Turnover Rent is a negative number, the Turnover Rate equals [REDACTED]
- 4.6** No later than on the 5th calendar day of the month following the calendar month in which the Turnover and Turnover from Foreign Exchange Gains was achieved, the Tenant will send the Landlord a signed written Notice using the template provided Annex No. 5 or Annex No. 5a to this Contract. On the day of handing over Business Area T1 back to the Landlord, Annex No. 5 will be cancelled and Annex No. 5a hereto (hereinafter "**Notice**") will take effect. Based on the total number of PAX at the Airport for the relevant month, the Landlord will determine the percentages of Turnover and set the Rent from Turnover for the relevant month. If the resulting amount of Rent from Turnover is a positive number, the Landlord will issue an invoice – a tax document to the Tenant for the amount calculated in this manner, which will also include PAX for the month in question; the invoice will be due on the 28th calendar day of the month following the calendar month in which the Turnover and the Turnover from Foreign Exchange Gains was achieved. The day of taxable supply is the last day of the month for which Rent from Turnover is invoiced. All documents referred to in this provision will be sent electronically by e-mail with an electronic signature or in writing to the contacts specified in the Contract. If Rent from Turnover is negative, the Tenant is not entitled to any refund or compensation for this amount.
- 4.7** the Notice regarding Rent from Turnover will clearly state:
- 4.7.1** The Tenant's Turnover for each category separately and Exchange Rate Gains Turnover for the relevant calendar month for the entire Subject of the Lease,

4.7.2 the relevant VAT rate.

4.8 Furthermore, the Parties have agreed that for the second Contractual Year the Landlord will set MAG at [REDACTED] of the sum of (i) the total amount of the Turnover Rent payable for the period from the Lease Commencement and (ii) the Basic Rent and any Penalty Rent payable over the same period. For each subsequent Contractual Year, the Landlord will always unilaterally adjust the MAG to one of the following amounts, depending on which one is higher: (i) MAG set for the past Contractual Year, after its adjustment pursuant to Article 2.1 of the Business Terms and Conditions (*Indexing*); or (ii) an amount corresponding to [REDACTED] of the sum of (i) the Turnover Rent payable for the Contractual Year that has passed and (ii) the Basic Rent and any Penalty Rent payable for the same period. A detailed breakdown of the calculation is provided in Annex No. 14 hereto. The Landlord will notify the Tenant of MAG set in this manner by e-mail with an electronic signature or in writing in documentary form sent to the contacts specified in the Contract within sixty (60) days from the date of the Lease Commencement anniversary.

4.9 The Tenant will also pay the MAG Balance, always once a year by the 28th calendar day of the month following a month during which the last Turnover Rent for the last month of the Contractual Year become payable, starting from the second anniversary of the Lease Commencement. A MAG determined pursuant to the procedure specified in Article 4.8 hereof will be applied; in the event that PAX for the entire Airport over a Contractual Year that has passed is at least 10% lower than PAX for the entire Airport over the Contractual Year preceding the past Contractual Year, then for the purpose of calculating the MAG Balance, MAG will be reduced by the same percentage as was the year-on-year decrease in PAX for the entire Airport. The Landlord will notify the Tenant of this reduction by e-mail with an electronic signature or in writing in documentary form sent to the contacts specified in the Contract within thirty (30) days from the anniversary of the Lease Commencement, but always well in advance before sending the Notice under Art. 4.10 below.

4.10 No later than on the 5th calendar day of the month following a month in which the last Turnover Rent for the last month of the Contractual Year became payable, the Tenant will send to the Landlord in electronic form by email with an electronic signature or in written paper form, to the contacts specified in the Contract, a signed written MAG Notice in accordance with the template provided in Annex No. 13 to the Contract, from which the following information will be clear:

4.10.1 Rent from Turnover payable for each month of a Contractual Year that has passed for the entire Subject of the Lease,

4.10.2 The total amount of the Turnover Rate payable for a Contractual Year that has passed, and

4.10.3 The date and calculation of the positive difference between the MAG valid for the Contractual Year that has passed (possibly reduced by a decrease in PAX) and the total amount of the Rent for the entire Subject of the Lease payable for the Contractual Year that has passed and the relevant VAT.

The Tenant will pay the MAG Balance subject to an invoice — a tax document by bank transfer to the Landlord's account specified in the Contract. The day of taxable supply is the last day of the month for which the MAG Balance will be invoiced.

4.11 VAT. Together with the Rent, the Tenant undertakes to also pay the corresponding VAT under the same conditions as the Rent, from the moment it is registered for VAT by the tax administrator, or on the date from which the Repayment Schedule will apply as a tax document for the Rent.

4.12 Price for Services. From the date of Lease Commencement, the Tenant undertakes to pay to the Landlord, in addition to the Rent, monthly flat-rate compensation for the performances provided in connection with the use of the Subject of the Lease (hereinafter "**Services**"), the list of which and the amount of consideration for the Services are specified in Annex No. 1 and Annex No. 1a to this Contract (hereinafter "**Price for Services**") and, at the same time, determined in accordance with the Price List of Services.

In the event that the Tenant completes the Initial Construction Modifications and hands over the Business Area T1 back to the Landlord during the calendar month, the Landlord shall issue to the Tenant for an aliquot part of the difference (according to the number of days) between the Prices for Services according to Annex No. 1a to this Contract for the period from the day following the day of handing over the Business Area T1 back to the Landlord until the last day of the same month, a credit note for the last calendar day of the relevant month.

4.13 The Tenant also undertakes to pay to the Landlord the relevant VAT from the Price for Services under the same conditions as the Price for Services.

4.14 The Parties have expressly agreed that the Tenant will pay the Rent and the Price for Services together with the applicable VAT under this Contract to the following bank account (CZK) 801812025/2700 (hereinafter "**Account**").

4.15 The Landlord may adjust the individual Prices for Services depending on the movements of prices charged by the suppliers of these services by reflecting them in the Price List of Services. The Landlord is obliged to inform the Tenant about each such price adjustment no later than one (1) month prior to making the adjustment. The Landlord confirms that the Price List of Services will be made available to the Tenant at its request.

4.16 The Price for Services under Annex No. 1 is payable against invoices – tax documents issued always on the last calendar day of the month to which the Price for Services relates. All Invoices issued under this Contract will be issued with a maturity of 17 calendar days from the date of their issuance. The day of taxable supply is always the last day of the calendar month which is being invoiced. Starting from the first calendar day of a month following the handover of Business Area T1 to the Landlord, the Tenant will pay the Price for the Services according to the Repayment Schedule, tax document reg. No.: 001/0210008788 which will constitute a tax document pursuant to Act No. 235/2004 Coll., on Value Added Tax, as amended, – under Article 4.2 above, always by the 5th calendar day of the month for which the Price for Services is being paid, by bank transfer to the Landlord's account specified in the Contract, indicating the variable symbol which is, for the purpose of the Contract, its filing number specified in the heading of the Contract.

4.17 For the purpose of this Contract, the Tenant is providing its banking details for possible payments – account number (CZK): 1387962961/2700 (hereinafter "**Tenant's Account**").

V. TERM OF THE LEASE

- 5.1 The Contract is concluded for a definite period of time which starts June 6, 2022 (hereinafter referred to as the **"Lease Commencement"**) and is concluded for a period of seven (7) years (hereinafter **"Term of the Lease"**). The Contracting Parties expressly rule out the possibility of an automatically repeated conclusion of a Contract pursuant to Section 2230 of the Civil Code. The only way that the Term of the Lease may be extended is by a written amendment to this Contract signed by both Parties, which will be concluded in accordance with the current legal regulations on awarding public contracts and concessions.
- 5.2 The Tenant is obliged to start its business activities in the Subject of the Lease pursuant to this Contract and to open the Subject of the Lease to the public the day after the Handover Date, except for the Business Unit, which the Tenant is obliged to open to the public and start its business activities, after performing the Initial Building Modifications, within twelve (12) months from the acceptance of the Business Unit at the latest.

VI. INITIAL BUILDING MODIFICATIONS

- 6.1 The Tenant undertakes to carry out certain building modifications in part of the Subject of the Lease – the Business Unit – and to furnish it (hereinafter **"Initial Building Modifications"**) during the period from the Handover Date of the Business Unit until the expiry of twelve (12) months from the acceptance at the latest (hereinafter **"Period of Building Modifications"**). The project documentation for the Initial Building Modifications prepared by the Tenant must be submitted to the Landlord in advance for written approval. The Tenant undertakes to carry out the Initial Building Modifications in the Business Unit in a manner ensuring that passengers are hindered as little as possible. From the moment of the completion of the Initial Building Modifications or from June 6, 2023 at the latest, the Tenant is obliged to have the Business Unit with the Initial Building Modifications carried out open to the public.
- 6.2 If the Tenant is in delay with the completion of the Initial Building Modifications and the Business Unit is not open to the public within the time limit provided in the provisions of Article 5.2 hereof, the Tenant will be obligated to pay to the Landlord the Penalty Rent for each day of delay. The Penalty Rent is considered a taxable supply that is subject to VAT. The Tenant will pay the Penalty Rent subject to an invoice – a tax document issued for an amount corresponding to the product of (i) the Penalty Rent and (ii) the number of days when the Business Unit was not open to the public in the relevant month due to a delay by the Tenant. The Landlord's right to issue an invoice will arise on the basis of the Tenant's delay. For the purpose of this invoicing, the date of taxable supply will always be the last calendar day of the month in which the Landlord's right to invoice the Penalty Rent arises. If the Tenant is not a VAT payer on the date when the Landlord is entitled to invoice the Penalty Rent, an invoice will be issued for the Penalty Rent, which will not be a tax document and VAT will not be added to the Penalty Rent.
- 6.3 For the purpose of this Contract, the Initial Building Modifications will be regarded as the Building Modifications pursuant to the Business Terms and Conditions. The Tenant is obliged to ensure in connection with the execution of the Initial Building Modifications that the Business Unit meets all requirements resulting from the agreed-to purpose of use, particularly hygienic, fire and safety requirements. In this connection, the Tenant is obliged to arrange and obtain affirmative statements, decisions, opinions, assessments or other measures from the

relevant state administration authorities as required by special regulations. The project documentation for the Initial Building Modifications prepared by the Tenant and approved by the Landlord will form an annex to the proposal for the initiation of building permit proceedings.

- 6.4** If due to the implementation of the Initial Building Modifications there is a change in the perimeter layout of the Business Unit, the Tenant must provide the Landlord with cooperation necessary to remeasure the floor area of the Business Unit by the Landlord. A change to the perimeter layout of the Business Unit or its new floor area determined by re-measurement does not affect the amount of the Rent or the Price for the Services that will remain the same.

VII. SECURITY

- 7.1** Security. At the least by the Handover day the Tenant is obliged to deposit a security with the Landlord by bank transfer, in the amount of: [REDACTED] (hereinafter the "Security"), to an account maintained with UniCredit Bank Czech Republic and Slovakia, a.s., account number: 801812025/2700. The Tenant will use its Company ID No. as the VS (variable symbol) identifier for this payment. The amount of the Security shall be further adjusted in accordance with the Business Terms.
- 7.2** If the Tenant does not deposit the Security within the time limit specified in Article 7.1 of this Contract, the Landlord shall be entitled to demand from the Tenant and the Tenant shall be obliged to pay to the Landlord a contractual penalty corresponding to the agreed amount of the Security, i.e. [REDACTED] within 3 (three) days of the delivery of the Landlord's request to pay the contractual penalty to the Tenant. The Tenant will use its Company ID No. as the VS (variable symbol) identifier for this payment.
- 7.3** The amount of the Security specified in Article 7.1 of this Contract above shall be binding only until the first determination of the amount of MAG. When determining or changing the MAG in accordance with the provisions of Article 4.8 or 4.9 of this Contract, the amount of the Security shall also change accordingly, so that it always corresponds to one-quarter of the MAG. The Landlord shall notify the Tenant of the newly determined amount of the Security together with the newly determined amount of the MAG in accordance with the provisions of Article 4.8 of this Contract. If the newly determined amount of the Security exceeds the amount of the deposited Security, the Tenant shall be obliged to supplement the Security on the account with the relevant amount within sixty (60) days of the day when the newly determined amount of the Security was notified to the Tenant. If the newly determined amount of the Security is lower than the deposited Security, the Landlord shall return the difference to the Tenant to the account specified in this Contract within sixty (60) days of the day when the newly determined amount of the Security was notified to the Tenant.

VIII. INSURANCE

- 8.1** The Tenant undertakes to submit to the Landlord, at the latest at the beginning of the Lease Commencement, (i) an insurance certificate, or (ii) a certified copy of the relevant insurance policy, or (iii) an appropriate confirmation from the insurance company proving the conclusion

of the insurance policy (insurance policies) in accordance with the relevant provisions of the Business Terms (hereinafter the "Proof of Insurance").

- 8.2** If the Tenant does not submit the Proof of Insurance to the Landlord within the time limit specified in Article 8.1 of this Contract, the Landlord shall be entitled to demand from the Tenant and the Tenant shall be obliged to pay to the Landlord a contractual penalty in the amount of CZK 5,000 for each day of delay, within 3 (three) days of the delivery of the Landlord's request to pay the contractual penalty to the Tenant. The Tenant will use its Company ID No. as the VS (variable symbol) identifier for this payment.

IX. BUSINESS HOURS

- 9.1** The Landlord agrees to send to the Tenant an estimate of the number of PAX for Terminal 1 and Terminal 2 for the following calendar month (hereinafter the "PAX Estimate") on the commencement date of the Term of Lease and then always at least seven (7) days prior to the end of each calendar month. The PAX Estimate is not binding and the Landlord is not required to compensate the Tenant in any manner if the estimate is not accurate.

The Tenant agrees to guarantee the business hours of the Establishment under the following terms and conditions:

a) If the PAX Estimate for an upcoming calendar month for any Terminal exceeds 400,000, Tenant must keep the Establishment(s) located in the given Terminal open for the provision of services and/or sale of goods in accordance with the Purpose of the Lease for a minimum of fourteen (14) continuous hours per day (except where the Establishment cannot stay open due to damage to the Established caused by an insured event, for other reasons caused by force majeure, or in cases approved in advance in writing by the Landlord);

b) If the PAX Estimate for an upcoming calendar month for any Terminal ranges between 200,000 and 399,999, the Tenant must keep the Establishment(s) located in the given Terminal open for the provision of services and/or sale of goods in accordance with the Purpose of the Lease for a minimum of eight (8) continuous hours per day;

b) If the PAX Estimate for an upcoming calendar month for each Terminal is below 200,000, the Tenant must keep at least one Establishment open for the provision of services and/or sale of goods in accordance with the Purpose of the Lease for a minimum of eight (8) hours per day; The Establishments to be closed will be determined subject to agreement between the Landlord and the Tenant;

d) If the PAX Estimate for an upcoming calendar month for both Terminals combined is below 80,000, the Tenant is entitled to request in writing Landlord's consent to close both Establishments, in which case Landlord must comply with the request.

Specific business hours will be set by the Tenant with respect to the flight schedule available at: <https://www.prg.aero/prehled-letu#/odlety>. The Tenant must submit to the Landlord a schedule of planned business hours for the entire following calendar month always by the end of the previous calendar month.

Any adjustments made to the business hours under this provision of the Contract will always apply to the following calendar month for which the PAX Estimate was made. If the Tenant fails to deliver the PAX Estimate to the Tenant in a timely manner, the business hours will

remain the same as in the previous calendar month until the Tenant delivers the PAX Estimate, at which time the Tenant will submit a schedule of business hours to the Landlord within seven (7) days and apply the new business hours at the same time. If during a calendar month the Tenant decides to extend the business hours beyond the above terms or decides to open a legitimately closed Establishment, the Tenant will always notify the Landlord thereof by e-mail at least twenty-four (24) hours in advance. Neither the PAX Estimate, nor any related adjustment to the business hours pursuant to the above terms will affect the Tenant's obligation to pay the Base Rent and the MAG Balance.

The above terms applicable to the determination of business hours are summarised in a scheme attached as Annex No. 19 hereto.

X. OTHER OBLIGATIONS OF THE TENANT ARISING FROM THE RESULT OF THE TENDER PROCEDURE

- 10.1** The Tenant, as the selected contractor, became the Tenant under this Contract on the basis of the result of the Landlord's Tender Procedure.
- 10.2** In this connection, the Tenant acknowledges that it was selected as a result of the submission of an offer of further terms and conditions of the lease relationship to the Subject of the Lease, which shall thus become the content of this Contract, and the Tenant undertakes to properly fulfil them for the duration of this Contract.
- 10.3** In the event of a conflict between the conditions set out in the Tender Procedure and in this Contract, the conditions of this Contract shall prevail.

XI. CONTACT PERSONS

- 11.1** The Contact Person authorised to act in all matters pursuant to this Contract (except for the signing of changes in the contractual terms and conditions) and the Business Terms is:

11.1.1 On behalf of the Landlord:

Ing. František Kachlík
Phone: +420 602 215 051
E-mail address: frantisek.kachlik@prg.aero
E-mail address for sending notifications: aviza@prg.aero
Data box ID: ayqexy5

11.1.2 On behalf of the Tenant:

David Debach
Phone: +39 348 2360147
Fax: +39 0331 789141
E-mail address: david.debach@trawellco.com
Data box ID: ge8a3wu

XII. GOVERNING LAW AND BUSINESS TERMS AND CONDITIONS

- 12.1** Jurisdiction. This Contract and the relations resulting from the Contract will be governed by the legal regulations of the Czech Republic, particularly by the Civil Code. The Parties have agreed that the provisions of Section 1765, Section 1766, Sections 1977 to 1979, Section 2000, Sections 2002 to 2004, Section 2208, Section 2209, Section 2210(2) and (3), Section 2212, Section 2223, Section 2227, Section 2232, Section 2287, Section 2303, Section 2305, Section 2308, Section 2311, Section 2314 and Section 2315 of the Civil Code will not apply to this Contract and to relations resulting from this Contract. Any derogation in rights and obligations of the Parties from the Civil Code is specified in detail in Article XIV of the Business Terms and Conditions.
- 12.2** This Contract is concluded between entrepreneurs within the framework of their business, (i) for this reason, the provisions of Sections 1793 to 1795 of the Civil Code on *laesio enormis* and the provision of Section 1796 on usury will not apply to this Contract in accordance with the Section 1797 of the Civil Code and (ii) the Parties have therefore agreed in accordance with Section 1801 of the Civil Code that the provisions of Sections 1799 and 1800 of the Civil Code on adhesion contracts will not be applied for the purpose of this Contract.
- 12.3** The Parties exclude the application of the following provisions of the Civil Code to this Contract: Section 557 (the contra proferentem rule), Section 1740(3) (qualified acceptance of an offer) and Section 1805(2) (the prohibition of ultra duplum).
- 12.4** Changes to the Contract. This Contract, together with the Business Terms and Conditions, comprises the complete and final arrangements between the Parties. Acts changing the content of the legal relationship established by this Contract must be made in writing, (unless the Contract expressly provides otherwise) by means of amendments numbered in ascending order. Any changes to this provision of the Contract can only be made in writing by concluding an amendment to the Contract. For the purposes of this provision, any legal acts made using electronic or other technical means which allow for the capturing of their content and identification of the acting person will not be regarded as written form.
- 12.5** Entirety of the Contract. This Contract constitutes the entire agreement between the Parties concerning the subject matter of this Contract and replaces all previous agreements made concerning the subject matter of this Contract, except for any agreements on maintaining confidentiality or on the confidential nature of information.
- 12.6** No manifestation of the Parties' will made while negotiating or after entering into this Contract may be interpreted in conflict with the express provisions hereof, nor does it establish any obligation for either Party.
- 12.7** Practices and business customs of the Parties. The Parties agree that they do not wish for any rights or obligations to be derived – beyond the express provisions of this Contract – from existing or future practices established between the Parties or any customary practices that are established generally or within the sector relating to the subject matter of this Contract, unless otherwise expressly agreed to in the Contract. In addition to the above, the Parties mutually confirm that they are not aware of any business customs or practices that have been established between them to date.
- 12.8** Precontractual liability. Each Party hereby declares that it has duly informed the other Party about all factual and legal circumstances about which it knew or should have known at the

moment of the conclusion of the Contract and which are relevant for the conclusion of this Contract.

- 12.9** Severability clause. Should any provision of this Contract be or become invalid, unenforceable or ineffective, such invalidity, unenforceability or ineffectiveness will not affect the remaining provisions of the Contract. The Parties undertake to replace an invalid, unenforceable or ineffective provision within five (5) working days after the delivery of one Party's invitation to the other Party with a valid, enforceable and effective provision whose wording will correspond with the intent expressed by the original provision and by this Contract as a whole.
- 12.10** The Business Terms and Conditions form an integral part of this Contract as its Annex No. 4. Any deviating arrangements contained in the body of this Contract will prevail over the wording of the Business Terms and Conditions.
- 12.11** The Tenant declares and confirms that it has acquainted itself with the Business Terms and Conditions and all annexes to the Contract and agrees with their content and their binding nature, and undertakes to comply with them without any reservations. Furthermore, the Tenant expressly declares that it does and will not apply or refer to any other business terms and conditions.
- 12.12** The Act on the Register of Contracts. The Landlord points out to the Tenant and the Tenant acknowledges that the Landlord is a person as specified in Section 2(1)(n) of Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of these contracts and on the register of contracts (The Act on the Register of Contracts), as amended. The Tenant declares to be aware that the Landlord may publish the Contract as is, including its annexes and other component parts, in the Register of Contracts and consents to such publication of the Contract. However, prior to the publication, the Landlord has the right, but not the obligation to remove any information from the Contract that usually is not or does not have to be published according to the Act on the Register of Contracts.
- 12.13** The Parties declare that the Rent, the Security Deposit/Bank Guarantee, the facts specified in Annex No. 1, Annex No. 1a, Annex No. 5, Annex No. 5a and Annex No. 12 constitute a trade secret within the meaning of Section 504 of the Civil Code, and undertake to ensure its confidentiality and to protect them accordingly. For the avoidance of doubts, the Parties declare that they do not regard any facts stated in this Contract other than those facts specified in the first sentence of this provision of the Contract as a trade secret.
- 12.14** Court. Any disputes arising out of or in connection with this Contract will be submitted, within the meaning of the provision of Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, as amended, to the Landlord's ordinary court of law.

XIII. DEROGATORY ARRANGEMENT IN RELATION TO THE BUSINESS TERMS AND CONDITIONS

- 13.1** The provisions of Art. 3.2.43 of the Business Terms and Conditions is revoked and replaced with the following wording:

"3.2.43 The Tenant must ensure that a Czech-speaking staff member is present in each Establishment every day for the entire time when the Establishment is open to the public. The Tenant must always use only recyclable plastic wrap for luggage wrapping the sample of which was submitted in the tender procedure. The Tenant must accept payment for services by card

in all Establishments. The Tenant must ensure the fulfilment of other obligations set out in Annex No. 16, item 2.

13.2 The provisions of Article 11.15a of the Business Terms Conditions are added as follows:

“11.15a In case of a breach of any obligation of the Tenant specified in Art. 3.2.43 of these Business Terms and Conditions, the Landlord is entitled to request from the Tenant and the Tenant is obligated to pay to the Landlord a contractual penalty of CZK 50,000 for a breach of each individual obligation. If the breach of the same obligation persists for more than seven (7) days from the assertion of the right for the payment of a contractual penalty, the Landlord is entitled to claim and the Tenant is obliged to pay the contractual penalty, even repeatedly.

13.3 The provisions of Article 11.15b of the Business Conditions are added are completed as follows:

“11.15b In case of a breach of any obligation of the Tenant specified in Art. II, Art. III.2, III.4, III .5 and Art. V.4 off Annex No 18, the Landlord is entitled to request from the Tenant and the Tenant is obligated to pay to the Landlord a contractual penalty of CZK 300,000 for a breach of each individual obligation. If the breach of the same obligation persists for more than fifteen (15) days from the assertion of the right for the payment of a contractual penalty, the Landlord is entitled to claim and the Tenant is obliged to pay the contractual penalty, even repeatedly.

13.4 The provisions of Art. 12.3 of the Business Terms and Conditions are hereby amended as follows:

“12.3 The Tenant is entitled to terminate the Contract by written notice only if:

12.3.1 the Subject of the Lease becomes unfit for use for the purpose of the lease under the Contract due to no fault of the Tenant; or

12.3.2 the Landlord, despite the Tenant’s written notice, grossly violates its obligations in maintaining and repairing the Subject of the Lease to which it is obliged after the time limit for remedy set by the Tenant, which will not be shorter than thirty (30 days); or

12.3.3 The Landlord has partially terminated the Contract for a reason stated in Article 12.2.4 of these Terms and Conditions; or

12.3.4 the Tenant is entitled to terminate the Contract without giving any reason.

The Tenant is entitled to terminate the Contract as a whole or only in relation to a part of the Subject of the Lease for the above reasons.

If the unfitness for the Purpose of the Lease under Article 0 or any breach of Landlord’s obligations with respect to maintenance and repairs of the Subject of the Lease as specified in Article 0 concern only to a part of the Subject of the Lease (i.e. only a certain Establishment), then the Tenant is entitled to terminate the Contract only in relation to the concerned part of the Subject of the Lease. In such case, the lease under the Contract in the extent of the remaining part of the Subject of the Lease will continue until the expiration of the Term of the Lease, the MAG will be adjusted in a manner stated in the relevant provision of the Contract and all other payments will be reasonably adjusted by the Landlord taking

into account the area of the Subject of the Lease by which the Subject of the Lease was reduced.

If the Tenant terminates the Contract pursuant to the provisions of Article 12.3.4 above, whether in relation to the entire Subject of Lease or only a part thereof, the Landlord is not obligated to compensate the Tenant or provide any other monetary performance.

13.5 The provisions of Art. 12.4 of the Business Terms and Conditions are hereby amended as follows:

“12.4 The notice of termination (of the Contract) must be given in writing and delivered to the other Party. Termination by the Tenant for the fact specified in Article 12.3.3 must be delivered to the Landlord within two (2) months from the delivery of the previous partial termination notice to the Landlord. The notice period due to facts referred to in previous Articles 12.2 and 12.3 is one (1) month with the exception of facts referred to in Articles 12.2.4, 12.2.10 and 12.3.4 where the notice period is six (6) months, facts referred to in Article 12.3.3 where the notice period ends on the same day as the notice period of the previous notice given by the Landlord, and facts referred to in Articles 12.2.13, 12.2.14 and 12.2.15 where the notice period ends on the day following the day of notice delivery to the Tenant, unless a longer notice period is specified, but not exceeding one (1) month. The notice period starts to run on the first day of a calendar month after the notice was delivered and ends after the last day of the last calendar month in the notice period has lapsed. If the Landlord terminates or partially terminate the lease (the Contract) by notice, the Landlord will not be obligated to provide the Tenant with severance payment, reimbursement or other compensation with the exception of a Proportionate Share of expenses under Art. 12.8 of the Business Terms and Conditions.

13.6 The provisions of Art. 12.7 (1) of the Business Terms and Conditions are hereby amended as follows:

“12.7 The Parties expressly agree that if the Contract is terminated by the Landlord before the lapse of the Term of Lease for any reason specified in Articles 12.2.1, 12.2.2, 12.2.3, 12.2.5, 12.2.7, 12.2.8, 12.2.9, 12.2.11, 12.2.12, 12.2.13, 12.2.14, 12.2.15 or Art. 12.6.1, 12.6.2, 12.6.4, 12.6.5, 12.6.6, 12.6.8, 12.6.10, 12.6.12, 12.6.13, 12.6.14 or 12.6.15, the Tenant must: “

13.7 The provisions of Art. 3.1.2 and Art. 3.2.4, 3.2.5 and 3.2.6 of the Business Terms and Conditions will apply to this Contract only if the Tenant provides services that require the entry of the Tenant's employees into the SRA zone of the Airport (e.g. the *delivery* service), and only to employees who will participate in the performance of these services.

XIV. LIST OF ANNEXES

14.1 All attached annexes form an integral part of this Contract, namely:

- (a) Annex No. 1 – **Overview of Payments 1,**
- (b) Annex No. 1a - **Overview of Payments 2,**
- (b) Annex No. 2 – **Plan of Terminal 1 and Terminal 2 and Plan of the Subject of the Lease**

- (c) **Annex No. 3 – Certificate of Incorporation – the Tenant**
- (d) **Annex No. 4 – Business Terms and Conditions**
- (e) **Annex No. 5 – Rent from Turnover, Method of Calculation, Rates, Sample Notification**
- (f) **Annex No. 5a – Rent from Turnover, Method of Calculation, Rates, Sample Notification**
- (g) **Annex No. 6 – Example of the Method of the Quantification of Exchange Rate Gains**
- (h) **Annex No. 7 – Bank Guarantee**
- (i) **Annex No. 8 – Waste Management System**
- (j) **Annex No. 9 – POS Data**
- (k) **Annex No. 10 – Condition of the Subject of the Lease**
- (l) **Annex No. 11 – List of Prohibited Goods and Provided Services**
- (m) **Annex No. 12 – Percentage Rates from Turnover, from Exchange Rate Gains Turnover, Assortment and Services**
- (n) **Annex No. 13 – MAG Notification Template**
- (o) **Annex No. 14 – Rent Structure Example**
- (p) **Annex No. 15 – Plan of the Exclusive Area**
- (q) **Annex No. 16 – Service Guarantee**
- (r) **Annex No. 17 – Binding wording of consent to the processing of personal data for marketing purposes**
- (s) **Annex No. 18 - Tenant’s obligation in relation to fair working conditions and ethical business practices**
- (t) **Annex No. 19 – Opening hours schema**

XV. FINAL PROVISIONS

- 15.1** This Contract is made two language mutations, Czech and English, and signed in six (6) copies out of which each the Landlord shall receive four (4) copies and the Tenant two (2) copies. Each copy has the validity of the original. In case of any discrepancy between the Czech and English version of this Contract, the Czech version shall prevail.
- 15.2** Validity and effect of the Contract. This Contract will come into force and take effect on the day when it is signed by the last Party. However, if a mandatory provision of a special legal regulation stipulates that this Contract can take effect no earlier than on a certain day which comes later than the day on which this Contract was signed by the last Party, this Contract will take effect only on the earliest day on which the Contract can take effect pursuant to that mandatory provision of the special legal regulation. Possible performance within the

framework of the subject matter of this Contract provided by one Party before this Contract takes effect will be regarded as performance under this Contract and the rights and obligations that arise from such performance will be governed by this Contract.

- 15.3** In the performance of this Contract, the Parties undertake to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter the "**Regulation**"), as well as with Act No. 110/2019 Coll., on Personal Data Processing.

[Signatures follow on the signature page.]

THE PARTIES HEREBY DECLARE THAT THEY HAVE READ THIS CONTRACT AND AGREE WITH ITS CONTENTS, IN WITNESS WHEREOF THEY CONFIRM IT BY AFFIXING THEIR SIGNATURES:

Date: 26-05-2022

On behalf of the Landlord:

Signature:
re:

Name: Ing. Jiří Pos
Office: Chairman of the Board of Directors
Letiště Praha, a. s.

Signature:
:

Name: Mgr. Jakub Puchalský
Office: Member of the Board of Directors
Letiště Praha, a. s.

Date: 26-05-2022

On behalf of the Tenant:

Signature:
re:

Name: Rudolph Gentile
Office: Director
Safe Bag Czech Republic s.r.o.

Overview of Payments 1

not a tax document

Annex No. 1

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Overview of Payments 2

not a tax document

Annex No. 1a

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

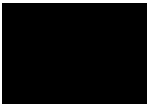
[REDACTED]

[REDACTED]

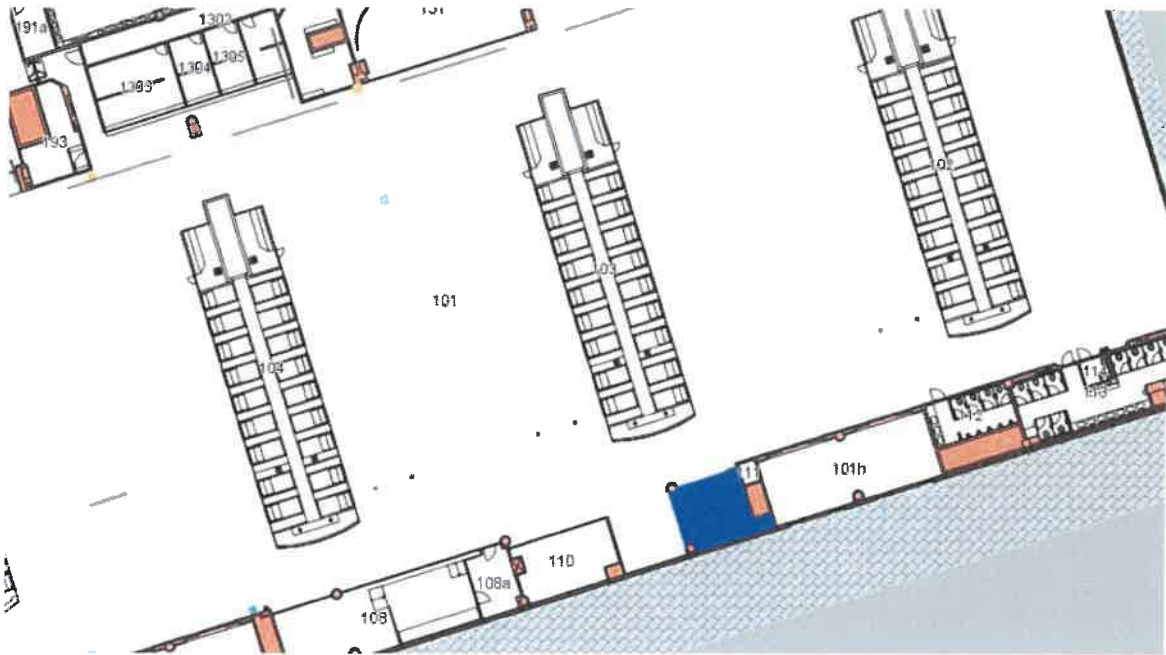
[REDACTED]

Annex No. 2 – Plan of Terminal 1 and Terminal 2 and Plan of the Subject of the Lease

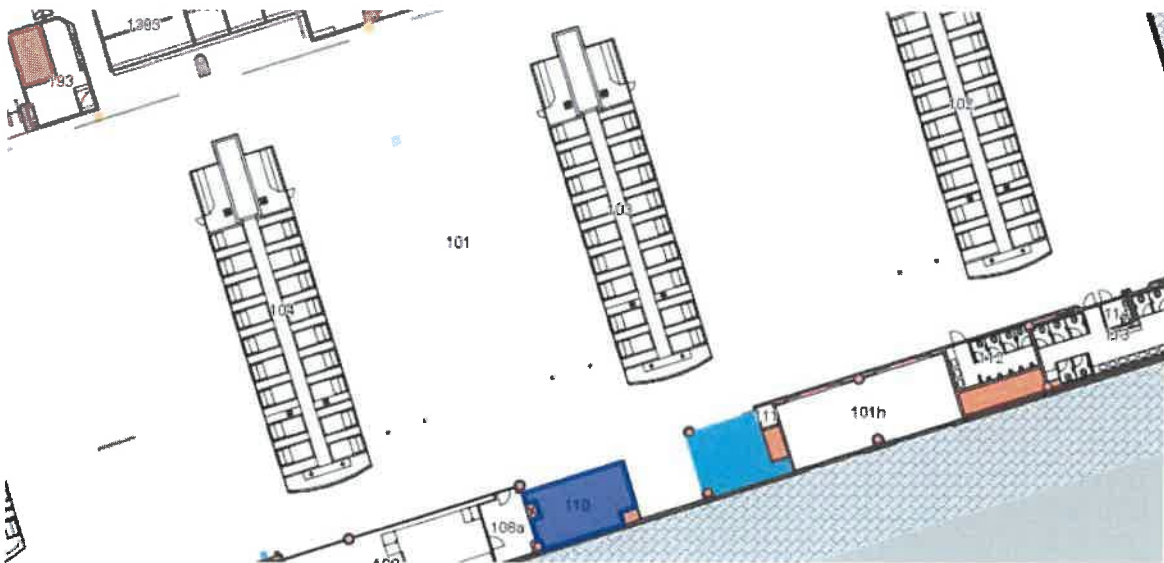
TERMINAL 1 (highlighted in blue), Terminal 1 is not included in the Subject of the Lease



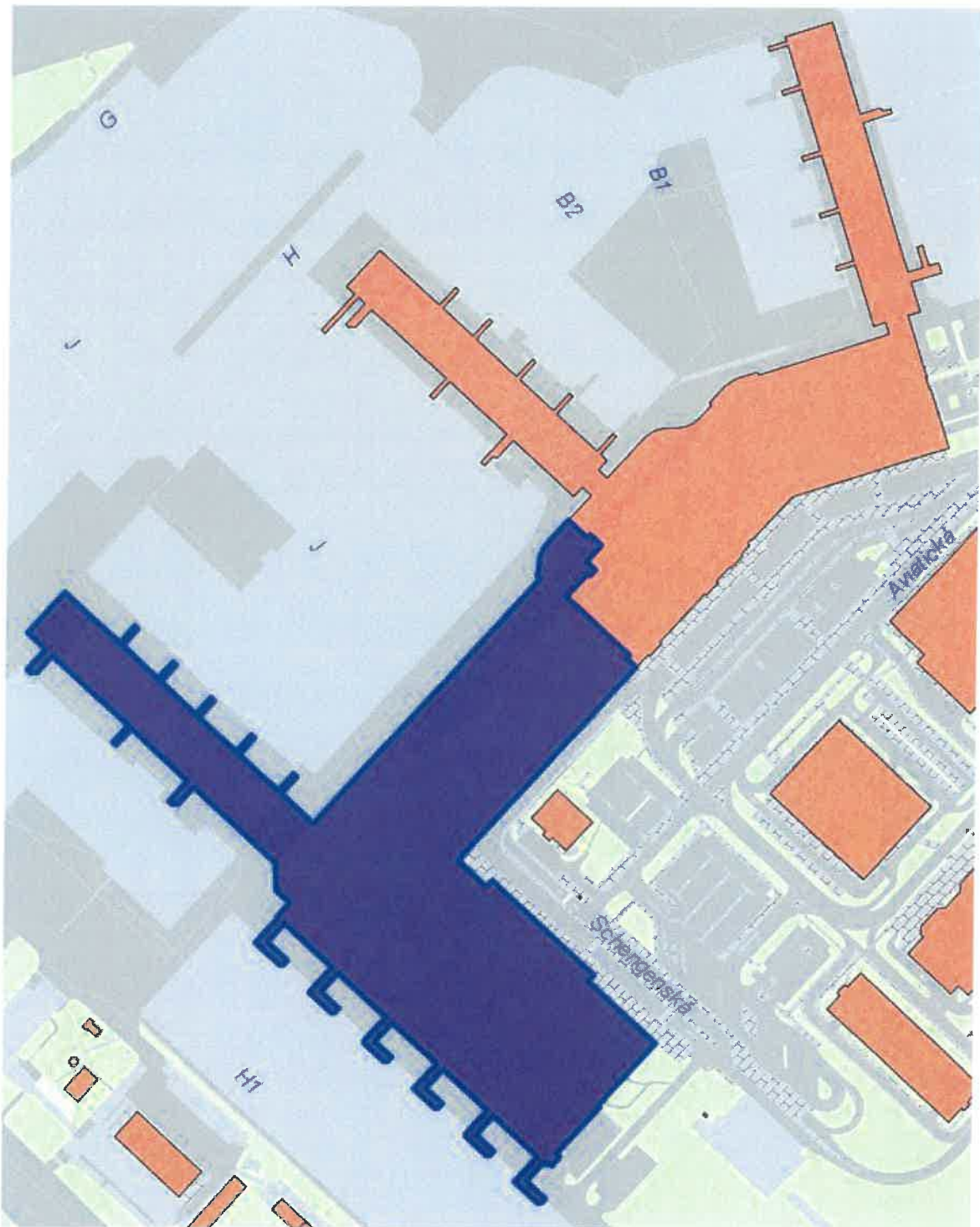
Business premises: Business area Terminal 1, departure hall section No. 101, area 20m²



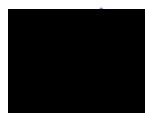
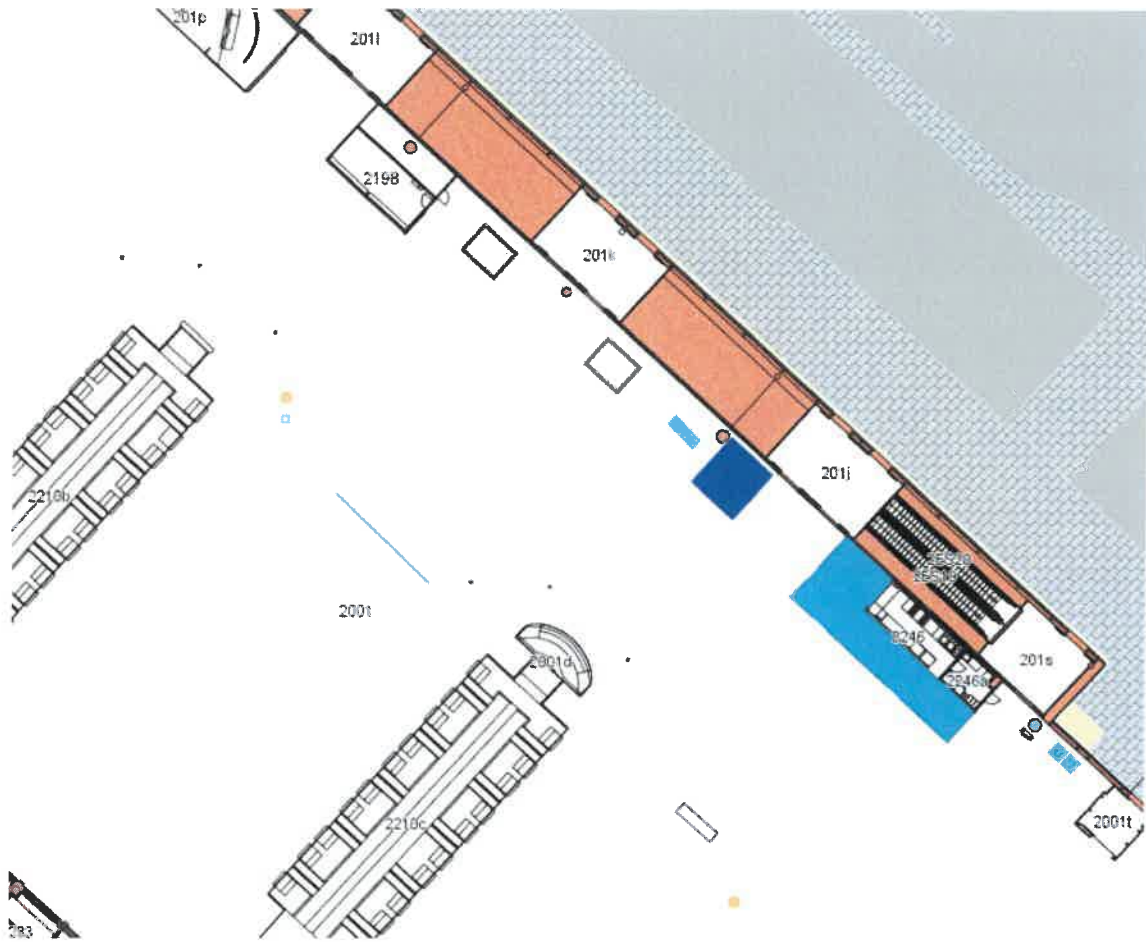
Business premises: Business unit Terminal 1, room No. 110, area 29m²



TERMINAL 2 (highlighted in blue), Terminal 2 is not included in the Subject of the Lease



Business premises: Business area Terminal 2, departure hall section No. 2001, area 20m²



Výpis

z obchodního rejstříku, vedeného
Městským soudem v Praze
oddíl C, vložka 361757

Datum vzniku a zápisu:	31. ledna 2022
Spisová značka:	C 361757 vedená u Městského soudu v Praze
Obchodní firma:	Safe Bag Czech Republic s.r.o.
Sídlo:	Belgická 115/40, Vinohrady, 120 00 Praha 2
Identifikační číslo:	142 02 247
Právní forma:	Společnost s ručením omezeným
Předmět podnikání:	Výroba, obchod a služby neuvedené v přílohách 1 až 3 živnostenského zákona Obory činnosti: Zprostředkování obchodu a služeb Velkoobchod a maloobchod Skládování, balení zboží, manipulace s nákladem a technické činnosti v dopravě Ubytovací služby Činnost informačních a zpravodajských kanceláří Provozování cestovní agentury a průvodcovská činnost v oblasti cestovního ruchu Poskytování technických služeb Poskytování služeb osobního charakteru a pro osobní hygienu Výroba, obchod a služby jinde nezařazené
Statutární orgán:	
jednatel:	RUDOLPH GENTILE, dat. nar. 11. listopadu 1972 00186 Roma RM, Vicolo delle Grotte, 25, Italská republika Den vzniku funkce: 31. ledna 2022
Počet členů:	1
Způsob jednání:	Jednatel jedná za Společnost samostatně.
Společníci:	
Společník:	TRAWELL CO S.P.A. 21013 Gallarate, Via Olona 183/G, Italská republika EUID: ITRI.02389980125 Registrační číslo: 02389980125 Právní forma: akciová společnost
Podíl:	Vklad: 75 000,- Kč Splaceno: 100% Obchodní podíl: 100% Druh podílu: základní podíl
Základní kapitál:	75 000,- Kč

Annex 4
Business Terms

BUSINESS TERMS

For the Lease of Premises for Business and the Provision of Certain Related Services at the Prague/Ruzyně International Public Civil Airport

These business terms and conditions for the lease of premises for business and the provision of certain related services at the Prague/Ruzyně International Public Civil Airport (hereinafter the "**Business Terms**") constitute an integral part of the Contract for the Lease of Premises for Business and the Provision of Certain Related Services at the Prague/Ruzyně International Public Civil Airport (hereinafter the "**Contract**"), on the basis of which a lease relationship is established between the Tenant of the premises for business in buildings located at the international public civil airport of Prague/Ruzyně and **Letiště Praha, a.s.**, with its registered office at Prague 6, K Letišti 1019/6, postal code 161 00, Company ID No.: 282 44 532, Tax ID No.: CZ699003361, VAT payer, incorporated in the Commercial Register kept by the Municipal Court in Prague, file number B 14003 (hereinafter the "**Landlord**"). The Landlord declares that it owns the Subject of the Lease specified in the Contract.

By signing the Contract, the Tenant acknowledges that, in all matters arising from the lease relationship established by the Contract, the Tenant will turn exclusively to the Landlord, through the contact persons specified in the Contract.

The Tenant declares that it is a person who is entitled to act in its own name and to use and operate the Subject of the Lease, at its own expense and risk and for the purpose stipulated in the Contract. The Tenant declares that, prior to signing the Contract, it sufficiently acquainted itself with the condition of the Subject of the Lease and did not find any obstacles or defects of the Subject of the Lease preventing the conclusion of the Contract or the use of the Subject of the Lease in accordance with the Contract.

The Tenant confirms its consent to these Business Terms by signing the Contract, to which these Business Terms are attached as the relevant integral annex to the Contract.

1. DEFINITIONS

1.1 Capitalised terms shall have the following meanings:

- 1.1.1 "**Notification**" shall mean a document that the Tenant will submit to the Landlord for the purpose of calculating and checking the amount of Turnover and Turnover from Foreign Exchange Rate Gains, and which will contain the data as specified in the relevant annex to the Contract. The Notification shall always be sent to the Landlord by e-mail to the addresses specified in the Contract and/or in the Business Terms and always at least in PDF and Excel formats.
- 1.1.2 "**Price of the Services**" shall mean the price of the Services provided by the Landlord, the amount of which is specified in the Contract.
- 1.1.3 "**Pricelist of the Services**" shall mean a list of services provided by the Landlord to the Tenant in connection with the lease of the Subject of the Lease.
- 1.1.4 "**Data**" shall mean the POS Data and any other data and information provided by the Tenant to the Landlord in connection with the lease under the Contract.
- 1.1.5 "**VAT**" shall mean value added tax at the rate stipulated by the VAT Act.

1.1.6 **"Index"** shall mean the average annual inflation rate expressed by the increase in the average consumer price index in the Czech Republic for the previous calendar year, which is published by the Czech Statistical Office (CZSO) in the following year.

1.1.7 **"Commercial Plan"** shall mean a document in the form of a presentation, which must include:

- (a) A description of the services and additional services currently provided in relation to the Purpose of the Lease with regard to the previous versions of the Commercial Plans submitted in the previous period and their schedule for the future calendar year;
- (b) The financial budget plan for the following calendar year, including a forecast of the sale of goods and their placement in individual Business Units;
- (c) Further detailed information concerning the Tenant's marketing and financial strategies (including goods promotion programmes, points of sale in the Business Units, number of employees; the number of employees must be divided into blocks during each business day, as well as determining the maximum number of employees), scheduled staff training, proposed advertising and promotion, an annual promotional calendar with events and a focus on increasing sales. Presentation of product lines of goods;
- (d) A detailed marketing and financial strategy.

1.1.8 **"Turnover"** shall mean, for the purposes of these Business Terms and the Contract, the sum of all amounts and other payments excluding VAT received or payable for (i) all goods sold or otherwise disposed of by the Tenant or another person using the Subject of the Lease at the Subject of the Lease or in connection with the Subject of the Lease and/or (ii) all services provided in or from the Subject of the Lease by the Tenant or another person using the Subject of the Lease or any part thereof, including:

- (a) All amounts due for orders originating from the Subject of the Lease, even if the relevant goods or services may be provided or delivered from or to a location other than the Subject of the Lease; and
- (b) All amounts due for orders received elsewhere than in the Subject of the Lease by persons operating in the Subject of the Lease and/or all amounts due for orders received in another establishment of the Tenant and collected in the given Business Unit or anywhere at the Airport; and
- (c) All goods sold or otherwise disposed of by the Tenant or another person using the Subject of the Lease, at the Subject of the Lease or in connection with the Subject of the Lease via the Internet in the Tenant's E-Shop and/or any mobile application and collected in the given Business Unit or anywhere at the Airport or delivered to customers outside the Airport from the warehouse supplying the Subject of the Lease.

The method of acceptance of amounts and other payments defined according to the above conditions includes all methods of payment, including cheques, debit and credit cards, vouchers, prepaid value cards and the so-called "invoice" sales based on orders sent by or via e-mail, post, fax, phone, Internet sale etc.

The Turnover may be reduced by the Tenant only by the amount refunded in connection with defective or unsatisfactory goods or services, up to a maximum amount equal to the payment of the purchase price for the relevant goods or services excluding VAT.

1.1.9 **"Turnover from Foreign Exchange Rate Gains"** shall mean, for the purposes of these Business Terms and the Contract, the sum of all amounts and other payments including VAT corresponding to foreign exchange rate gains and received or payable for (i) all goods sold or otherwise disposed of by the Tenant or another person using the Subject of the Lease at the Subject of the Lease or in connection with the Subject of the Lease in a foreign currency and/or

(ii) all services provided in a foreign currency in or from the Subject of the Lease by the Tenant or another person using the Subject of the Lease or any part thereof, including:

- (a) All amounts due for orders originating from the Subject of the Lease, even if the relevant goods or services may be provided or delivered from or to a location other than the Subject of the Lease; and
- (b) All amounts due for orders received elsewhere than in the Subject of the Lease by persons operating in the Subject of the Lease and/or all amounts due for orders received in another establishment of the Tenant and collected in the given Business Unit or anywhere at the Airport; and
- (c) All goods sold or otherwise disposed of by the Tenant or another person using the Subject of the Lease, at the Subject of the Lease or in connection with the Subject of the Lease via the Internet in the Tenant's E-Shop and/or any mobile application and collected in the given Business Unit or anywhere at the Airport or delivered to customers outside the Airport from the warehouse supplying the Subject of the Lease;

Where foreign exchange rate gains shall mean the difference between (i) a payment received by the Tenant in a foreign currency in the Subject of the Lease or in connection with the Subject of the Lease and expressed in CZK according to the Tenant's exchange rate set by the Tenant for the payment date and (ii) an amount expressed in CZK that corresponds to the payment received by the Tenant in a foreign currency according to the exchange rate announced by the Czech National Bank (Foreign Exchange Market Rates) for the relevant calendar month in which the payment was received (the average monthly rate shall apply). An example of the method of quantifying foreign exchange rate gains for a calendar month is given in the relevant annex to the Contract.

The method of acceptance of amounts and other payments defined according to the above conditions includes all methods of payment, including cheques, debit and credit cards, vouchers, prepaid value cards and the so-called "invoice" sales based on orders sent by or via e-mail, post, fax, phone or otherwise and Internet sale.

The Turnover from Foreign Exchange Rate Gains may be reduced by the Tenant only by the amount refunded in connection with defective or unsatisfactory goods or services, up to a maximum amount equal to the payment of the purchase price for the relevant goods or services including VAT.

1.1.10 "POS Data" shall mean the data that will be submitted by the Tenant to the Landlord for the purpose of calculation, checking the amount of Turnover and performing business analyses, and the technical specification of which is contained in Annex 9 to the Contract.

1.1.11 "Rules for Construction Work" shall mean the current wording of the document entitled "Rules for Construction Work in Real Estate at the Prague/Ruzyně Airport", which regulates other rights and obligations of the Parties arising from the legal relationship established by the Contract, made available in accordance with the conditions set out in Article 6.1.3 of the Business Terms.

1.1.12 "Services" shall mean the services which the Landlord is obliged to provide to the Tenant in connection with the lease of the premises for business, and which are specified in the Contract.

1.1.13 "Website" shall mean the following website: <https://www.prg.aero/pro-obchodni-partnery>.

1.1.14 "VAT Act" shall mean Act No. 235/2004 Coll., as amended, or another legal regulation which will replace that Act.

1.2 Any other terms capitalised in these Business Terms shall have the meanings assigned to them in the Contract. Definitions contained either in the Contract or in the Business Terms shall be interpreted in



mutual alignment of the Contract with the Business Terms, and in the case of any irregularities or conflicts of the definitions, the definition provided in this Contract shall take precedence.

2. RENT, PRICE OF THE SERVICES AND THEIR MATURITY

- 2.1** Starting on 1 January of the calendar year following the year in which the Commencement of the Lease occurred, the Base Rent may be subject to an annual increase by the value of the Index so that the increase as of 1 January corresponds in percentage to the increase in consumer prices expressed by the Index (hereinafter the "Indexing"). The new amount of the Base Rent determined in this way will be binding until the next Indexing. Starting with the first anniversary of the Commencement of the Lease, MAG may also be Indexed as part of the determination of MAG for the next Contract Year, and only if an MAG corresponding to the MAG valid for the currently elapsed Contract Year is determined for the next Contract Year in accordance with the relevant Article of the Contract. If MAG is set in a new amount, the Landlord is not entitled to apply the Indexing. In the case of MAG Indexing with regard to the nature of that amount (annual amount determined for the purpose of settling the Turnover Rent in the form of a possible Additional MAG Payment), it is not an increase as of a certain date but an increase as an absolute amount. The Landlord shall notify the Tenant of the new amount of the Base Rent always by 1 February of the relevant year or within sixty (60) days after the amount of the Index for the previous calendar year is officially announced; the Landlord shall then communicate the new MAG amount in accordance with the Contract. If the inflation rate ceases to be published in the manner specified in this Article or cannot be applied for any reason, the Landlord undertakes to replace it with another valid index that will adequately replace the aforesaid publication of the inflation rate. Any unilateral adjustment of the Base Rent shall consist only in its increase. Reduction of the Base Rent is possible only if the Parties have agreed on it in writing. The surcharge for the difference between the adjusted and the original Base Rent for the period from 1 January to the end of the month preceding the issuance of the new payment schedule shall be settled in a separate invoice sent to the Tenant. The invoice shall be issued within the statutory time limit and the date of the taxable supply shall be the last calendar day of the month preceding the month as of which the new payment schedule will apply. In the event the Landlord does not exercise the right to Indexing, its right to Indexing shall not expire; it shall then become time-barred upon the lapse of an extended period of ten (10) years. The Landlord is entitled to exercise the right to Indexing also retrospectively in aggregate for all years when it did not exercise the right to Indexing (i.e. increase the Base Rent and/or MAG by aggregate Indexing for the years in which it was entitled to apply Indexing but did not do so). The surcharge for the difference between the adjusted and the original Base Rent will then be charged only for the period from 1 January of the year in which such aggregate Indexing was performed to the end of the month preceding the issuance of the new payment schedule. The MAG Indexing will be taken into account only in the next Additional MAG Payment and only for the past Contract Year.
- 2.2** The Rent is payable within the time limits specified in the Contract, i.e. the relevant annex to the Contract, by bank transfer to the Landlord's account specified in the Contract, with the indication of the VS (variable symbol) identifier, which for the purposes of the Contract is the Contract's registration number specified in the header thereof.
- 2.3** If the Tenant violates its commitment to the opening hours according to Article 9 of the Contract, i.e. if the Tenant, at any time during the Term of the Lease, (i) does not open any Business Unit for business on any day, or (ii) does not leave the Business Unit open for the entire opening hours of any day when the Airport is open for business to the public (except when the Business Unit(s) is/are not opened as a result of (i) force majeure; (ii) the Landlord's actions, except in cases where the Landlord's actions were caused by a breach of the Tenant's obligations under the Contract and/or the Business Terms; (iii) exceptions granted by the Landlord under the Contract), then the Tenant shall be obliged to pay to the Landlord a Penalty Rent in the amount and in the manner specified in the Contract; furthermore, the Tenant shall be obliged to pay to the Landlord a contractual penalty for not opening any Business Unit for business under this Contract, where the Penalty Rent under this Article shall be paid in addition to any other contractual penalty for not opening the Business Unit under the Contract, not instead of such other contractual

penalty. The contractual penalty is not subject to VAT. The Landlord is entitled to issue a document for the contractual penalty, which will not be a tax document.

- 2.4** For the purposes of paying the Rent and the Price of the Services, the day of the relevant payment shall mean the day on which the payment is credited to the Landlord's account. If the due date falls on a Saturday, Sunday, time off or a non-working day within the meaning of valid and effective legal regulations of the Czech Republic or on 31 December or a day which is not a business day pursuant to Act No. 370/2017 Coll., on Payments, as amended, the due date shall be moved to the nearest preceding business day. In the event the Tenant breaches its obligation to pay the Rent and/or the Price of the Services in a due and timely manner, the Tenant undertakes to pay to the Landlord contractual default interest in the amount of 0.05 % of the amount due for each commenced day of delay.
- 2.5** For the purposes of paying the Security, the day of the relevant payment shall mean the day on which the payment is credited to the account specified in the relevant Article of the Contract. If the due date falls on a Saturday, Sunday, time off or a non-working day within the meaning of valid and effective legal regulations of the Czech Republic or on 31 December or a day which is not a business day pursuant to Act No. 370/2017 Coll., on Payments, as amended, the due date shall be moved to the nearest preceding business day.
- 2.6** In the event the Commencement of the Lease does not coincide with the date stated in the payment schedule constituting the relevant annex to the Contract, the Tenant undertakes to pay to the Landlord a proportion of the Rent and the Price of the Services for the period from the Commencement of the Lease until the date according to which payments are to be made under the Payment schedule, on the basis of an invoice – tax document. The date of the taxable supply shall be considered to be the last calendar day before the first day of validity of the payment schedule unless otherwise stated in the Contract.
- 2.7** The amount of the Turnover Rent is stipulated by agreement of the Parties in relation to the entire Subject of the Lease, regardless of the total floor area of the Subject of the Lease or the floor areas of individual Business Units or other parts of the Subject of the Lease. Nevertheless, the Parties agree that, for the purposes of this Contract, the Parties will rely on the floor areas of individual Business Units and other parts of the Subject of the Lease as specified in the Contract, i.e. the updated floor areas of the Business Units or the Subject of the Lease according to the relevant Article of the Contract.
- 2.8** Invoices issued in accordance with the Contract and the Business Terms shall meet all the requirements for a tax document within the meaning of applicable legal regulations of the Czech Republic, especially the VAT Act. Invoices shall be issued either (i) in paper form and sent to the Tenant's address specified in the Contract or (ii) electronically in electronic PDF format and sent to the Tenant's e-mail address specified in the Contract, always due seventeen (17) days from the date of issue unless expressly stated otherwise. Invoices shall be considered paid on the day the invoiced amount is credited to the Landlord's bank account.
- 2.9** The Parties agree that any changes in the statutory means of payment of the Czech Republic shall have no effect on the validity of the Contract and shall not entitle either Party to request changes to the Contract, except for any technical changes that will directly result from regulations relating to any change in the statutory means of payment of the Czech Republic. The Parties further declare that any fixation of the exchange rate of the Czech crown (CZK) to the euro (EUR) as the only currency in the Czech Republic or the conversion of the financial liabilities under the Contract from the Czech crown (CZK) to the euro (EUR) shall not constitute grounds for early termination or change of the Contract or for early payment of amounts due under the Contract, and shall not constitute a reason for the liability of either Party to the other Party for direct or indirect damage arising from the circumstances described above and the associated exchange rate risks, unless the Parties expressly agree otherwise.
- 2.10** When the Czech crown (CZK) ceases to be the statutory currency of the Czech Republic, all payment obligations arising from the Contract shall be converted to the euro (EUR) at the exchange rate fixed by law as of the date of introduction of the euro (EUR) in the Czech Republic. Should the euro currency cease

to exist, all liabilities under the Contract shall be denominated in Czech crowns under the conditions, in particular at the conversion rate, as set by the applicable legal regulation.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 Rights and obligations of the Landlord:

- 3.1.1 The Landlord is obliged to hand over to the Tenant and maintain the Subject of the Lease in a condition suitable for the agreed use, guarantee an undisturbed exercise of the Tenant's rights associated with its use, and ensure the proper provision of the Services. A handover protocol shall be drawn up by both Parties on the handover and takeover of the Subject of the Lease; the protocol shall enter into force and effect on the day of its execution by both Parties. The subject-matter of the handover protocol will be a description of the actual condition of the Subject of the Lease on the day of handover and takeover, the number of keys or other items handed over if their use for access to the Subject of the Lease is necessary, or a list of provided documentation. In the event the Landlord is ready to hand over the Subject of the Lease to the Tenant but the handover and takeover does not occur for reasons on the part of the Tenant, the Tenant shall be deemed to have taken over the Subject of the Lease on the day when the Landlord was ready to hand it over. In such a case, the Landlord shall be entitled to draw up a record of the condition of the Subject of the Lease instead of the handover protocol to replace the handover protocol;
- 3.1.2 The Landlord is obliged to provide the Tenant with the necessary cooperation before the commencement of the procedure for obtaining the relevant authorisation for the Tenant and its employees to enter the area where the Subject of the Lease or the specific Business Unit is located (ID card); that ID card shall always be issued to individual persons (employees) only in relation to a specific Business Unit or in relation to the Subject of the Lease or its relevant part;
- 3.1.3 The Landlord is entitled to check whether the Tenant uses the Subject of the Lease for the purpose stipulated in the Contract and whether the Tenant adequately uses the premises and areas related to the use of the Subject of the Lease, and the Landlord is also entitled to perform, as required, inspections and revisions of wiring, meters, fire safety equipment, fire extinguishers and other similar expert inspections of the Subject of the Lease, always after prior notification to the Tenant;
- 3.1.4 The Landlord is entitled to enter the Subject of the Lease accompanied by the Tenant or a person authorised by the Tenant in order to check compliance with the conditions agreed in the Contract, as well as to perform maintenance, necessary repairs or inspection of electrical lines, plumbing and other lines, if necessary;
- 3.1.5 In the event of interruption of supplies of Services provided in connection with the use of the Subject of the Lease by the suppliers of those Services without any fault of the Landlord, the Landlord shall not be deemed liable for such interruption; the Landlord undertakes to make all efforts that can be fairly required to resume the supplies of those Services as soon as possible, provided that if that period is longer than 24 hours in an individual case in one calendar month, the Price of the Services shall be adjusted accordingly by the Landlord for the period of interruption of supplies of the Services;
- 3.1.6 In the event of necessity to avert the risk of damage or imminent damage or to reduce damage in connection with an extraordinary event, the Landlord (and/or a person authorised by the Landlord) shall be entitled to enter the Subject of the Lease without prior notice to the Tenant and without the Tenant's escort; if the Landlord enters the Subject of the Lease in such manner, the Landlord shall be obliged to make all efforts that can be reasonably required to avert any damage to the Tenant's property. In such a case, the Landlord shall have at its disposal a

universal key, which will be stored in a safe place; a written protocol must be drawn up on each use of that key in relation to the Subject of the Lease. The Landlord and/or a person authorised by the Landlord shall be obliged to subsequently inform the Tenant in writing of any such entry into the Subject of the Lease;

- 3.1.7 During the notice period in the event of termination of the Contract or during the period designated for vacation of the Subject of the Lease in the event of withdrawal from the Contract or during the twelve (12) months before the expiry of the Term of the Lease, the Landlord shall be entitled to enter the Subject of the Lease between 7AM and 9PM for the purpose of showing the Subject of the Lease to third parties interested in renting the Subject of the Lease, unaccompanied by the Tenant. The Tenant agrees to that procedure of the Landlord;
- 3.1.8 The Landlord provides services (operation, inspection, maintenance and repairs) related to the operation of fire detection and fire alarm systems and other fire safety equipment owned by the Landlord, in the premises equipped with such fire detection and fire alarm systems and fire safety equipment. The Landlord also performs operability checks and periodic tests of all fire extinguishers located in the Subject of the Lease in accordance with the fire safety measures in the building. In the event of the need to expand the fire detection and fire alarm systems, other fire safety equipment and fire extinguishers due to construction work in the Subject of the Lease, the installation of these devices and equipment is provided by the Landlord. The financial costs incurred as a result of such expansion of fire detection and fire alarm systems and fire safety equipment shall be borne by the Tenant unless the Parties agree otherwise. The costs of expanding fire extinguishers in the Subject of the Lease shall always be borne by the Landlord. The provision of other activities and services by the Landlord in the field of fire protection and safety may be regulated by a separate contract concluded between the Parties;
- 3.1.9 The Landlord is obliged to notify the Tenant in writing of any organisational changes affecting the performance of this Contract as well as of any changes to contact persons.
- 3.1.10 The Landlord is obliged, through the Security Division, to submit to the Tenant a list of issued and unreturned ID cards or other authorisation issued to the Tenant or its employees within fifteen (15) business days of receiving a written request but no more than once (1x) per month.
- 3.1.11 The Landlord is entitled to perform construction and/or maintenance work in/on the Subject of the Lease. The Landlord shall proceed in such a way that the Tenant is restricted in the use of the Subject of the Lease by such work as little as possible and is obliged to inform the Tenant of the schedule of such construction or maintenance work that may limit the Tenant in using the Subject of the Lease. In the event the Landlord performs such work on the basis of contracts concluded with third parties that are authorised to perform such work, any damage or other harm incurred by the Tenant in causal connection with the performance of such work shall be the responsibility of the third party as a result of whose activities the damage or harm has occurred.
- 3.1.12 The Landlord shall not be held liable for damage or other harm to the Tenant or third parties which was caused by force majeure. Force majeure shall be considered to be any cases where the fulfilment of the Landlord's obligation was hindered by an obstacle occurring independently of the Landlord's will and preventing the Landlord from fulfilling its obligation if it cannot be reasonably assumed that the Landlord could have averted that obstacle or its consequences in advance. Force majeure shall also include any cases where circumstances independent of the will of the Landlord and beyond its control have caused harm to the Tenant, without any breach of the Landlord's obligations. The Landlord is obliged to make every effort to minimise the consequences caused by force majeure.
- 3.1.13 The Landlord is entitled to make any changes or carry out construction work in/on the Building, for any purpose (e.g. operational, security, commercial etc.). The Landlord shall not be held

liable for any damage or other harm to the Tenant or third parties caused by any change in the flow, composition or number of passengers at the Airport, i.e. in the Building or in specific premises located in the Building, both in the event such a change was caused by changes or construction work in the Building and in the event such a change occurred independently of the Landlord's will.

3.2 Rights and obligations of the Tenant:

- 3.2.1 The Tenant is obliged to use the Subject of the Lease in a proper manner in accordance with its structural character and the purpose specified in the Contract. The Tenant is expressly obliged, with reference to the location of the Subject of the Lease at the Airport, to ensure that its employees, customers, visitors, subtenants, suppliers and other persons admitted to the Subject of the Lease with the Tenant's knowledge observe decency and order in the Subject of the Lease and do not disturb the surroundings;
- 3.2.2 The Tenant is obliged to make the payments stipulated by the Contract in a due and timely manner;
- 3.2.3 The Tenant is obliged to ensure that the Subject of the Lease, i.e. individual Business Units, is (are) designated in accordance with the valid and effective legal regulation of trade business as the Tenant's establishment or the establishment of another person using the Subject of the Lease (such as a subtenant), including a visible indication of opening hours;
- 3.2.4 The Tenant is obliged to procure, for itself and its employees and in the manner specified by the Landlord, the appropriate authorisation to enter the relevant premises (hereinafter the "ID Card") in which the Subject of the Lease is located, or other necessary authorisations (e.g. permit to enter the premises in a motor vehicle).
- 3.2.5 The Tenant is obliged to ensure that persons holding an ID Card subsequently visibly wear the ID Card or other authorisation when moving around the Airport area and are able to show such authorisations issued to them by the Landlord at places designated by the Landlord. At the same time, the Tenant is obliged to ensure that the authorisations to enter the premises issued to it and its employees are not misused;
- 3.2.6 Prior to the issuance of an ID Card or other authorisation to enter the Landlord's premises, the Tenant is obliged, through the Landlord's Security Division or another accredited organisation, to ensure, at its own expense, that the Tenant and its employees will undergo a security training corresponding to the scope of the authorisation in question;
- 3.2.7 The Tenant is obliged to immediately report, by e-mail or fax to the Landlord's Security Division, any loss, theft, damage, alteration or forgery or similar unauthorised handling of the ID Card or other authorisation issued to the Tenant or its employees and is obliged to announce termination of employment with its employee in order to return the ID Card. After the termination of the employment relationship with its employee or at the end of the lease relationship, the Tenant shall be obliged to return to the Landlord the ID Card, issued permit or other cards (e.g. for parking, catering etc.); in the event of termination of employment, the Tenant must fulfil this obligation no later than on the fourteenth (14th) day of the month following the termination of the employee's employment; in the event of termination of the lease relationship as of the date of its termination by notice or agreement or, in the event of termination of the lease relationship by withdrawal, within five (5) days of the effective date of that withdrawal. Likewise, the Tenant shall be obliged to return the permits or other cards issued to it and its employees at the end of their validity;
- 3.2.8 The Tenant shall not be entitled to sublease the Subject of the Lease, any part thereof or any things related to the lease or otherwise provide the Subject of the Lease, any part thereof or any things related to the lease for use to third parties without the prior written consent of the

Landlord. If such consent of the Landlord is granted, the Tenant shall be entitled to sublease the Subject of the Lease or any parts thereof or otherwise provide the Subject of the Lease or any parts thereof for use to a third party only for the period and for the purpose of performing activities approved by the Landlord. The Tenant is obliged to provide the Landlord in advance with (i) information on the subtenant, (ii) information on the part of the Subject of the Lease to be subleased, (iii) the intended duration of the sublease and (iv) the line of business of the intended subtenant. If the Landlord agrees to such sublease, change of use of the Subject of the Lease or a part thereof or other similar arrangement of the Tenant, the Tenant shall remain responsible for fulfilling the obligations arising from this Contract for the entire duration of the sublease, use or similar arrangement. The Tenant undertakes to oblige any subtenant of any part of the Subject of the Lease to also comply with the terms of the Contract and the Business Terms; this shall not release the Tenant from its responsibility to properly perform and observe the rights and obligations under the Contract and the Business Terms;

- 3.2.9 The Tenant is entitled to mark the Subject of the Lease and/or a stand located within the Subject of the Lease (if the Subject of the Lease is thus used by the Tenant) with the name or logo of its company and further perform any promotional activities only in accordance with the provisions of this Article and with the Landlord's prior written consent to the scope and manner of designation and/or to the specific method of promotion, solely to the extent of the conditions to be laid down in such a consent. Upon termination of the lease relationship, the Tenant shall be obliged to restore the places after removing its signs to their original state in which they were before the placement of the signs, at the Tenant's own expense; in the event the Tenant uses the Subject of the Lease for the purpose of placing a stand, the Tenant shall remove the entire stand, including the designation, from the Subject of the Lease as of the date of termination of the lease relationship established by the Contract, in accordance with Article 8 of these Business Terms.
- (a) The Tenant undertakes to bring the appearance of the exterior and interior of the Subject of the Lease in accordance with the "Design Manual", which the Tenant received before signing the Contract. The Tenant is obliged to proceed in accordance with the Design Manual already during the Construction Work in the Subject of the Lease and any other construction work performed in/on the Subject of the Lease, unless otherwise agreed with the Landlord, i.e. the Landlord is entitled to approve an exception from the rules set out in the Design Manual.
 - (b) The Tenant is entitled to promote, in individual Business Units or in the Subject of the Lease, only the trademark, logo or name of a specific company operating the given Business Unit or the Subject of the Lease and products or services that are sold or provided in that specific Business Unit or in the Subject of the Lease, and only on the outer walls of that Business Unit or the Subject of the Lease and in its interior or on the outer walls and/or in the interior of the stand located within the Subject of the Lease (if the Subject of the Lease is thus used by the Tenant).
 - (c) The Tenant is not entitled, without an agreement with the Landlord or the company mediating the sale of advertising at the Airport, in particular, to promote, in/on the Business Unit or the Subject of the Lease or the stand located within the Subject of the Lease (if the Subject of the Lease is thus used by the Tenant), any third entity or service or product which the Tenant does not offer or provide in the Business Unit or at the stand; the Tenant shall also ensure that no equipment, furnishings or decorations of the Subject of the Lease and its walls can give the impression of any such promotion, even if indirect. Furthermore, the Tenant is not entitled, without an agreement with the Landlord or the company mediating the sale of advertising at the Airport, to place any form of navigation to another establishment of its company or to a third entity on the outer wall of the Subject of the Lease and/or in its interior or on the outer walls and/or

inside the stand located within the Subject of the Lease (if the Subject of the Lease is thus used by the Tenant).

- (d) The Tenant is not entitled, without the prior written consent of the Landlord, to place (or allow to place) any promotion (billboards, signs and other promotional materials) and/or to perform any activities leading to sales promotion (e.g. sales stands, counters, hostesses, special decoration etc.) outside the interior of the Subject of the Lease or the given Business Unit and/or outside the outer walls of the Subject of the Lease or the given Business Unit or outside the outer walls of the stand and/or outside the interior of the stand located within the Subject of the Lease (if the Subject of the Lease is thus used by the Tenant). At the same time, the Tenant is not entitled, without the prior written consent of the Landlord, to place any promotion (billboards, signs and other promotional materials) and/or to perform any activities leading to sales promotion (e.g. sales stands, counters, special decoration etc.) on screens or partitions placed within or in front of the Subject of the Lease in connection with the execution of construction work in the Subject of the Lease.
- (e) In the event any direct or indirect advertising placed on the Subject of the Lease and/or on the stand located within the Subject of the Lease (if the Subject of the Lease is thus used by the Tenant) or any promotional activity carried out by the Tenant, even if in accordance with the provisions of this Article 3.2.9 or with the conditions of the issued consent of the Landlord, might put the Landlord at risk of a legal dispute with a business partner, the Tenant shall be obliged to remove such advertising at its own expense or to refrain from such activity at the Landlord's request within twenty (20) days of receipt of that request. The Landlord undertakes not to call on the Tenant to remove advertising or to refrain from performing promotional activities in accordance with the provisions of this Article without reason.

3.2.10 The Tenant is obliged to use the Subject of the Lease without causing harm to other tenants and the premises of the Airport. In the use of the Subject of the Lease, the Tenant is also obliged to comply with all generally binding legal regulations, especially regulations concerning the activities performed by the Tenant in the Subject of the Lease, as well as regulations in the field of hygiene (including current hygiene measures based on generally binding regulations issued by competent authorities or state authorities concerning epidemiological situations), environmental protection, occupational safety, fire protection and civil aviation safety.

- (a) The Tenant is also obliged to comply with internal regulations, organisational standards, operating and fire regulations, technical regulations, guidelines, procedures, plans and documents issued for the Airport or issued by the Airport operator, relating to and/or having an impact on the Tenant's business activities in the Subject of the Lease, published by the Landlord on the Website (hereinafter the "**Internal Regulations**"); access to the Internal Regulations is possible only with a password. The Tenant expressly declares and makes indisputable that (i) prior to signing the Contract, the Tenant received from the Landlord the password necessary to view, download and read the Internal Regulations stored on the Website and (ii) the Tenant had the opportunity to download the Internal Regulations from the Website, save them and thus retain their contents (and that the method of their publication allowed this procedure) and that the Tenant had sufficient time to become properly acquainted with the Internal Regulations before concluding the Contract. The Tenant declares and makes indisputable that the Landlord provided the Tenant with the Internal Regulations prior to the conclusion of the Contract, the Tenant has duly acquainted itself with them, agrees to them and undertakes to comply with them.

- (b) The Landlord undertakes to keep the Internal Regulations available on the Website for the entire duration of the Contract. Unless the Contract expressly provides otherwise, it shall hold that, in the event of a conflict between the provisions of the Contract, the Business Terms and the Internal Regulations, the documents shall take precedence in the following order: 1.) Contract, 2.) Business Terms, 3.) Internal Regulations.
 - (c) The Parties further agree that the Landlord is entitled to change the Internal Regulations or any of them during the Term of the Lease. The Landlord shall publish the new version of the Internal Regulation on the Website and send the Tenant a link to the Website or a new password, if it changes, via an e-mail message to the Tenant's e-mail address specified in the Contract; that e-mail message shall include the new version of the Internal Regulation stored on the Website. The Tenant shall have the right to reject changes in the new version of the Internal Regulation within ten (10) days of the date of sending the e-mail message with changes in the new version to the Tenant; a futile lapse of that period shall be deemed to be the Tenant's consent to the changes in the new version of the Internal Regulation, which shall thus become binding on the Tenant upon the futile lapse of that period. In the event the Tenant rejects the new version of the Internal Regulation within ten (10) days, the last binding version of the Internal Regulation shall be binding on the Tenant and the Landlord shall be entitled to terminate the Contract pursuant to Article 12.2.11) of the Business Terms.
 - (d) The Tenant is obliged to tolerate and follow the instructions of the Airport operator issued for the purpose of compliance with the Internal Regulations.
- 3.2.11 The Tenant is obliged to prepare, within 30 calendar days of the Commencement of the Lease, separately for each Business Unit or the Subject of the Lease or a part thereof, fire protection documentation related to the performed activities, especially inclusion in a particular fire risk category, documents concerning regular training of employees required by generally binding regulations in the field of fire protection and occupational safety and documentation on the execution of preventive fire inspections, and to submit such documentation in the form of protocols at the Landlord's request. The prepared documentation must respect and contain the internal fire protection regulations of the Airport operator that were provided to the Tenant no later than the day of signing the Contract (document on incorporation of objects, fire regulations, fire alarm guidelines, fire evacuation plan) and proof of having been acquainted with binding regulations of the Landlord - see Article 3.2.10 of the Business Terms.
- 3.2.12 The Tenant is obliged, upon prior notification by the Landlord, to allow the Landlord or a person authorised by the Landlord to access the Subject of the Lease for the purposes of inspection and revision of built-in wiring, fire detection and fire alarm systems, fire safety equipment, fire extinguishers and other equipment owned by the Landlord or for the purpose of other specified inspections, including checking whether the Tenant uses the Subject of the Lease for the activities defined in the Contract;
- 3.2.13 The Tenant is obliged to keep the Subject of the Lease (including exteriors) in a clean and usable condition; in particular, the Tenant is obliged to perform all maintenance and repairs in the Subject of the Lease, as well as to pay any costs associated with maintenance and repairs of the Subject of the Lease (except for repairs to be provided by the Landlord according to Article 3.2.17 below), in particular:
- (a) Any fixed objects or equipment installed in the Subject of the Lease by the Tenant (e.g. CCTV system, internal security system etc.);
 - (b) All items constituting the Tenant's installation work consisting in the installation of the Tenant's servers, security system, furniture and other movables, and the Tenant's



moving into the Subject of the Lease, as performed by the Tenant in the Subject of the Lease;

- (c) All items of the Construction Work (including Initial Construction Work) and, in cases where the need to repair an item falling under the Construction Work is covered by the warranty from the contractor of such Construction Work, the Tenant shall be obliged to arrange such repair;
- (d) All items of the taken over Equipment of the Subject of the Lease;
- (e) All fixed objects or equipment or facilities installed or located in the Subject of the Lease and handed over to the Tenant together with the Subject of the Lease;
- (f) Cleaning of the Subject of the Lease, including the washing of windows from the inside, as well as partitions, entrance doors and floors in the Subject of the Lease.

3.2.14 For the avoidance of doubt, within the meaning of Article 3.2.13, maintenance and repairs shall also be deemed to mean, in particular:

- (a) Painting, replacement of defective switches, sockets, light bulbs or other lamps, circuit breakers inside the Subject of the Lease, painting of doors, replacement of damaged door panels and windows inside the Subject of the Lease, repair or replacement of damaged fixtures provided by the Landlord, including washbasins, toilet bowls and flushers, taps, floor finishes and other similar equipment so that the premises correspond to the first-class quality expected at an international airport; and
- (b) Repairs of the interior equipment of the Subject of the Lease, repairs and replacement of individual upper parts of floors, internal plasters, tiles, soffits, floor coverings and replacement of sills and skirtboards, individual parts of windows and doors and their components and replacement of locks, fittings, handles, blinds and shutters, replacement of electrical terminal equipment and distribution equipment, in particular switches, sockets, circuit breakers, bells, home telephones, data network sockets, analogue and digital television signals and replacement of light sources in lighting fixtures, replacement of shut-off valves at gas distribution, except for the main shut-off valve for the Subject of the Lease, repairs of shut-off valves on water distribution systems, replacement of water seals and grease traps, repairs of heating indicators and repairs and certification of hot and cold water meters in the Subject of the Lease, repairs of water outlets, odour traps, fume hoods, mixer taps, showers, water heaters, bidets, washbasins, bathtubs, sinks, flushers, kitchen stoves, ovens, cookers, infrared radiators, kitchen units, built-in cabinets, equipment and terminal elements for heating and cooling, including cleaning and replacement of filters and replacement of all small parts of the above-mentioned objects; and
- (c) The Tenant is also obliged to perform full maintenance and repairs of all equipment, wiring, installations as well as all equipment and fixtures that the Tenant has installed in the Subject of the Lease.

The Tenant undertakes to dispose of the waste generated during the performance of the aforesaid maintenance and repairs at its own expense, through the Landlord and/or another authorised person. The Tenant shall, upon request, document to the Landlord how the generated waste was disposed of.

If the Tenant does not carry out repairs or maintenance for which it is obliged, even within five (5) business days of the delivery of a written notice sent by the Landlord, the Landlord shall be entitled to arrange the necessary repair or maintenance at the expense of the Tenant.

3.2.15 In the event the cost of one (1) maintenance operation or repair operation pursuant to Article 3.2.13, Article 3.2.14 and Article 3.2.16, according to the Tenant, should be higher than CZK 39,999 (excluding VAT), the Tenant shall notify the Landlord thereof before performing the relevant maintenance or repair operation; in the event the Landlord notifies the Tenant that the planned maintenance or repair operation constitutes a technical improvement of the Building within the meaning of Act No. 586/1992 Coll., on Income Tax, as amended, the Parties shall treat such technical improvement as Construction Work and shall proceed analogously in accordance with Article 6.9 of the Business Terms. In the event the Tenant performs a maintenance or repair operation at costs higher than CZK 39,999 in violation of this Article 3.2.15, the Landlord shall be entitled to demand from the Tenant and the Tenant shall be obliged to pay to the Landlord a contractual penalty in an amount determined as the sum of (i) tax assessed by the competent tax office to the Landlord to pay for non-monetary income obtained by the Landlord due to the technical improvement of the Building carried out by the Tenant, (ii) fines and/or penalties and/or default interest and/or other sanctions imposed on the Landlord by the competent tax office, and (iii) CZK 15,000 for each individual breach. In the event of a repeated breach of the Tenant's obligation, the Landlord shall be entitled to claim and the Tenant shall be obliged to pay the contractual penalty repeatedly, even more than once.

3.2.16 The Tenant shall ensure the replacement of the following items of the taken over Equipment of the Subject of the Lease and the equipment of the Subject of the Lease specified in Article 3.2.13(e): air-conditioning units, switchboards for electricity and air-conditioning, safety blinds and fire shutters (hereinafter the "**Selected Parts of Equipment**"); in the event of necessary replacement of a Selected Part of Equipment, the Tenant shall first ask the Landlord for its prior written consent to such replacement. After granting the consent to the replacement of the equipment, the Tenant shall subsequently hand over the dismantled items of the Selected Part of Equipment owned by the Landlord to the Landlord for storage and removal from the records (where relevant).

In the case of granting the Landlord's consent to the replacement of an item of the Selected Part of Equipment owned by the Landlord, the newly installed item of the Selected Part of Equipment shall become the property of the Tenant and the rights and obligations under clause 3.2.14(c) shall apply to it.

3.2.17 The Landlord shall provide any other repairs and maintenance of the Building and/or the Subject of the Lease, namely:

- (a) Structural and construction parts of the Building, such as roofs, load-bearing walls and structures, vents, eaves, pipes, downspouts, drains/ducts, cables, lines, wires, meters, closures/siphons, valves and other media, equipment, fittings or apparatus for conducting, controlling or measuring water, soil, gas, electricity, telephone and other electrical impulses, air, smoke and flue gases and other equipment of a similar nature serving the Building (hereinafter the "**Service Means**"), technological equipment of the Building (lifts etc.), engineering networks of fire protection systems, HVAC (i.e. combined ventilation, heating and cooling system) serving the Building, except in cases where the need for such repair/maintenance will be caused by the Tenant's actions (for the purposes of this Article 3.2.17, the Tenant's actions shall also be deemed to mean the actions of its employees, suppliers, visitors and other persons to whom the Tenant has allowed entry into the Subject of the Lease or the Building);
- (b) Construction, technical and furnishing parts of the Subject of the Lease to the extent falling within the technical specifications of the Building, except in cases where the need for such repair or maintenance will be caused by the Tenant's actions;
- (c) Fire safety equipment, especially fire doors and shutters, fire detection and fire alarm systems, electronic security systems, stable fire extinguishers – sprinklers, fire seals

installed inside the Subject of the Lease, fire dampers installed on the air ducts inside the Subject of the Lease (hereinafter the "Fire Devices");

- 3.2.18 The Parties have agreed to pay the costs of repairs and maintenance referred to above as follows:
- (a) The Tenant shall pay all costs for activities and materials specified in Article 3.2.13 above;
 - (b) The Landlord shall pay the costs for activities and materials specified in Article 3.2.17.
- 3.2.19 The Tenant is obliged to notify the Landlord without undue delay of the need for repairs which the Tenant is not obliged to perform itself under the Contract or the Business Terms and/or which the Landlord is obliged to perform under the Contract, and to enable the Landlord to carry out such repairs, otherwise the Tenant shall be held liable for damage caused by non-compliance with this notification obligation;
- 3.2.20 The Tenant is obliged to notify the Landlord of the installation of each new appliance and technical equipment with an input of more than 1 kW, and may not install and use in the Subject of the Lease any appliances, equipment, technical devices and apparatus that are not approved for operation in the Czech Republic and that are not in accordance with the laws of the Czech Republic and Czech standards. The Tenant is obliged to ensure that the handling and use of any equipment and devices in the Subject of the Lease is carried out in accordance with the instructions for such equipment and devices, and that such use and handling is performed only by persons trained, authorised or qualified for such use or handling. The Tenant is obliged to carry out inspections of electrical appliances used in the Subject of the Lease in accordance with ČSN 331600 ed. 2 and within the time limits according to ČSN 331600 ed. 2 and further perform inspections of its electrical equipment in accordance with ČSN 331500 and within the time limits according to ČSN 331500 (in the case of updating the ČSN standards, the Tenant shall be obliged to proceed according to the current version of the relevant standard), and to keep records of these inspections as well as perform inspections and control tests of all equipment which the Tenant has installed in the Subject of the Lease, especially inspections of electrical equipment, inspections of fire safety equipment, fire detection and fire alarm systems, stable fire extinguishers, fire dampers, fire shutters etc., all at its own expense. The Tenant is obliged to submit to the Landlord records of performed inspections within ten (10) days of their execution;
- 3.2.21 The Tenant is obliged, especially when installing any interior equipment in the Subject of the Lease, to act and use the Subject of the Lease only in such a way that the operation of fire detection and fire alarm systems and electronic security systems is not disturbed and, at the same time, the Tenant is obliged to immediately make available to the Landlord, at its request, any of the fire detection and fire alarm systems, fire safety equipment, fire extinguishers, electronic security system sensors, electrical switchboard and data network sockets of the Landlord if such equipment has been installed in the Subject of the Lease;
- 3.2.22 The Tenant is not entitled to expand or change the assortment and brands of goods and/or services in the Subject of the Lease specified in the Contract without the prior written consent of the Landlord;
- 3.2.23 In connection with the possibility of an emergency at the Airport, the Tenant is obliged to provide uninterrupted (i.e. 24 hours a day) access to the Subject of the Lease by ensuring that all entrance doors or grilles to the Subject of the Lease or any part thereof are fitted with EVVA locks set so that the Landlord, the Police of the Czech Republic and the Alien Police Inspectorate in Prague-Ruzyně have the opportunity to open these locks with their universal key available to them; this obligation shall not apply to Business Units or the Subject of the Lease or its parts whose doors are fitted with EVVA locks supplied by the Landlord, as the universal key to such

doors is already deposited with the Landlord and the Police of the Czech Republic or the Alien Police Inspectorate in Prague-Ruzyně;

- 3.2.24 The Tenant is obliged to refrain from making, in the Subject of the Lease, any interventions in low-current networks and electrical distribution, especially fire detection and fire alarm systems, other fire safety equipment, fire extinguishers, electronic security systems etc.;
- 3.2.25 The Tenant is obliged to collect waste similar to municipal waste and sorted components of municipal waste defined by the Landlord in accordance with the waste management system published on the Landlord's website www.prg.aero and further according to the Landlord's instructions, with which the Tenant has been acquainted. The Landlord is the generator of waste similar to municipal waste and sorted components referred to above, which are generated during the use of the Subject of the Lease under the Contract. The Tenant is the generator of waste other than the above-mentioned waste and the Tenant is obliged to dispose of such waste in accordance with generally binding legal regulations, in particular to ensure at its own expense through the Landlord or another authorised person the waste collection and removal from the Subject of the Lease and the Airport area. Upon request, the Tenant shall document to the Landlord how the generated waste was disposed of.
- 3.2.26 The Tenant is obliged to tolerate the necessary restrictions in the Subject of the Lease (especially restrictions consisting in the fact that (i) the Subject of the Lease cannot be used for the Purpose of the Lease, (ii) the Landlord does not keep the Subject of the Lease in such a condition that the Subject of the Lease can be used for the purpose for which it has been leased, and (iii) the Landlord does not provide the Tenant with an uninterrupted use of the Subject of the Lease during the Term of the Lease), all as a result of scheduled repairs or reconstructions of the Subject of the Lease and/or the Building and/or land or structures adjacent to the Building by the Landlord, or any restrictions arising from emergencies or consisting in removing obstacles and failures originating in the airport operation or circumstances related thereto; if such a period is longer than 48 hours in any individual case in one calendar month, the Landlord shall, within the settlement of the Additional MAG Payment, deduct the amount corresponding to the Turnover Rent achieved by the Tenant for the same period of the Term of the Lease in the previous year from the Additional MAG Payment;
- 3.2.27 The Tenant is obliged to discuss any intention to place, launch and use any radiocommunication, radar and wireless transmission equipment of short-term and long-term nature in advance with the Landlord through the Department of Information and Communication Technology (hereinafter the "ICT"); the opinion of the ICT on the intention or its implementation and the conditions of operation of the equipment shall be binding on the Tenant, including a possible rejection of the proposed plan; in the event of a rejection, the Tenant undertakes to fully respect that prohibition of installation;
- 3.2.28 The Tenant is obliged to follow the Landlord's instructions when fulfilling the obligations under the Contract. The Tenant is obliged to refrain from such activities that could directly or indirectly cause damage or endangerment of individual components of the environment within the framework of prevention of pollution and damage to the environment and within the established EMS (Environmental Management System) according to ISO 14001 at the Airport and in accordance with the environmental policy. The Landlord requires the Tenant, if the Tenant carries out activities or provides services that have or may have an impact on the environment, to respect the adopted principles of environmental protection and, in the case of failures or impending accidents, to report these using the following contact details:

In the event of a fire, leakage of unknown substances (fire station)	3333, 2222
Medical assistance	3301, 3302
Security dispatching room	1000

Central dispatching room – breakdowns and accidents	6000
Telephone line failures	3000

In the case of questions or suggestions for improvement directed to individual areas:

Occupational safety	bozp@prg.aero
Fire prevention	technik.po@prg.aero
Environment	zivotni.prostredi@prg.aero
Complaints	stiznosti@prg.aero

3.2.29 The Tenant shall be held liable for damage caused by the Tenant and/or caused by a breach of its obligations in the Subject of the Lease under the Contract and/or damage caused by a breach of its obligations stipulated by the Contract. The Tenant shall be liable in person or jointly and severally with the persons it has admitted to the Subject of the Lease, in the same way also for damage to the Subject of the Lease caused by its employees, visitors, subtenants, customers, suppliers or craftsmen hired by the Tenant and other persons admitted to the Subject of the Lease with the Tenant's knowledge. In the event the Tenant or persons admitted by the Tenant to the Subject of the Lease and the Building cause defects or damage to the Subject of the Lease or the Building, the Tenant shall be obliged to eliminate these defects and damage at its own expense, without delay;

3.2.30 The Tenant is obliged to take out the following insurance with an insurance company and to keep that insurance valid for the entire Term of the Lease:

- (a) All liability for damage caused to the Landlord and/or third parties in connection with the use of the Subject of the Lease, with an insurance indemnity of at least CZK 20,000,000;
- (b) Interior equipment and all furnishings of the Subject of the Lease installed by the Tenant and operating means and property located in the Subject of the Lease, in the full amount of their replacement (new) value.
- (c) The Tenant is obliged to arrange and maintain, to the above extent, damage liability insurance for the Subject of the Lease. The Tenant is obliged to pay all due premiums for the above-mentioned insurance policies by the set due dates and to submit to the Landlord a certified copy of the relevant insurance policy or a corresponding confirmation from the insurance company proving the conclusion of that insurance policy (those insurance policies) always within fifteen (15) days of their conclusion. The Tenant is obliged to use the received insurance indemnity exclusively to compensate or eliminate the consequences of the relevant insured event and to compensate for any damage incurred by the Landlord.

In the case of an insured event, the Tenant undertakes to immediately inform the Landlord thereof in writing through the contact person specified in the Contract and to submit to the Landlord, upon request, written documentation relating to the relevant insured event.

3.2.31 The Tenant is obliged to comply with the ban on the use of luggage trolleys or shopping carts intended for free use by the travelling public for the carriage of luggage for the Tenant's own operational needs, i.e. the Tenant may not use them, for example, for the transport of goods or any other material. Luggage trolleys or shopping carts are used exclusively for the carriage of luggage by the travelling public;

3.2.32 The Tenant is obliged to maintain, during the Term of the Lease, the validity of trade licences and any other authorisations or permits which the Tenant has at the date of concluding the Contract and which relate to its line of business in the Subject of the Lease under the Contract. The Tenant is obliged to ensure that the Tenant itself and/or third parties using the Subject of

the Lease obtain trade licences and any other authorisations or permits necessary to conduct business activities in the Subject of the Lease under the Contract at any time during the term of the Contract, and to submit certified copies thereof to the Landlord within five (5) business days of obtaining them. The Tenant is entitled to allow a change in the line of business in the Subject of the Lease, and thus to change the Purpose of the Lease in the premises for business, only with the prior written consent of the Landlord. The Tenant is further obliged to notify and document to the Landlord any changes concerning the authorisation and/or permission for the Tenant to conduct business activities in the Subject of the Lease in accordance with this Contract, within five (5) business days of any such change;

- 3.2.33 Prior to the commencement of trading in the Subject of the Lease, the Tenant is obliged to equip the Subject of the Lease with all installations and equipment necessary for its use by the Tenant in accordance with the Contract and to fill the Subject of the Lease with goods so that the Subject of the Lease is duly open for trading to the public no later than on the day specified in the Contract. The Tenant is obliged to purchase a technical device with a cash register system, which will record all Turnover and Turnover from Foreign Exchange Rate Gains (hereinafter the “**Device**”), and use that Device in the Subject of the Lease for the purposes specified in the Contract and these Business Terms, starting from the Commencement of the Lease. The Tenant is also obliged to send the POS Data to the Landlord on the basis of the identification data assigned by the Landlord, to an electronic repository, in electronic form and in the format, scope and technical specifications which are further specified in Annex 9 to the Contract (hereinafter the “**Minimum Scope of Data**”), always no later than the following calendar day for which the information is provided to the Landlord, while the Tenant is obliged to comply with the security specified by the Landlord. The Landlord is entitled to expand the Minimum Scope of Data by notifying their new scope to the Tenant; such a change in the scope may not establish entirely new substantial obligations or substantial restrictions on the Tenant’s rights compared to the regulation specified in the Contract and the Business Terms. Such a change shall be binding on the Tenant from the moment stated in the Landlord’s notification.
- 3.2.34 The Tenant is obliged to discuss the details of the transfer of POS Data with the Landlord through its Department of Information and Communication Technology (the “**ICT**”), which can be contacted via the following e-mail address: pos.data@prg.aero; the opinion of the ICT shall be binding on the Tenant.
- 3.2.35 The Tenant is also obliged to provide the Landlord, in electronic form in XML or CSV format, with a list of (i) goods sold in the Subject of the Lease, in the Tenant’s E-Shop and the E-Shop and (ii) services provided in the Subject of the Lease, via the Tenant’s E-Shop and the E-Shop, all including selling prices (hereinafter the “**Pricelist**”) and at the intervals specified by the Landlord in a written notification; in the notification, the Landlord shall also determine the place and method of security that the Tenant must comply with. In the case of changes made in the list of goods, services and/or the Pricelist, the Tenant shall be obliged to provide such a changed Pricelist to the Landlord, within one (1) day of the change.
- 3.2.36 In the event the Tenant is not able to modify its cash register system of the Device so that it can send the POS Data to the Landlord in the Minimum Scope of Data, including any changes envisaged in Article 3.2.33 of the Business Terms, the Tenant shall provide the Landlord with access to its cash register system of the Device and tolerate its modification by the Landlord so that the cash register system of the Device can generate and send to the Landlord the POS Data in the Minimum Scope of Data, including any changes envisaged in Article 3.2.33 of the Business Terms. The Tenant shall arrange for the active cooperation of the responsible persons and the fulfilment of the Landlord’s technical requirements necessary for that installation, as well as the Landlord’s right to make such a modification so as not to infringe the copyright of the author of the cash register system.

- 3.2.37 In the event the Tenant is unable to meet the conditions specified in Article 3.2.33 – purchase a cash register system for the Device, or Article 3.2.36 – tolerate the modification of the cash register system of the Device, the Tenant undertakes to procure and use the cash register system designated by the Landlord.
- 3.2.38 The Tenant undertakes to send a written Notification to the Landlord in accordance with the model specified in the relevant annex to the Contract, which will clearly indicate the date and calculation of the amount of Turnover Rent and the relevant VAT, no later than as of the 5th calendar day of the month following the calendar month in which the Turnover and/or Turnover from Foreign Exchange Rate Gains was realised or should have been realised. In the event the Parties have agreed on different percentage rates of Turnover and/or Turnover from Foreign Exchange Rate Gains for different categories of goods and/or services, the Tenant shall submit a written Notification to the Landlord or a person authorised by the Landlord broken down by individual percentage rates of Turnover and/or Turnover from Foreign Exchange Rate Gains for the relevant types of goods and/or services. The accuracy of the stated data shall always be confirmed in writing by the governing body of the Tenant or a person authorised by the Tenant.
- 3.2.39 The Tenant further undertakes to submit to the Landlord or a person authorised by the Landlord, upon request within 5 days, at any time during the term of the Contract, a standard output from the Tenant's general ledger, which will contain an overview of Turnover and/or Turnover from Foreign Exchange Rate Gains relating to each Business Unit in the Subject of the Lease for the period required by the Landlord and a statement from the Tenant's Device containing the total value of payments received in the Subject of the Lease in the given period required by the Landlord.
- 3.2.40 The Tenant is not entitled to make any corrections or to manually, by means of software or in any other way interfere with the data entered into the Device. The Tenant is obliged to automatically transfer all data from the Device to its accounting without any interference with these data, to separate analytical accounts so that it is possible to compare and reconcile the data from the Device with the data in the accounting at any time.
- 3.2.41 For the purposes of transmitting and providing data used to check the calculation of Turnover, the Parties have agreed as follows:
- (a) For the purposes of justifying the amount of Turnover, the Tenant shall provide Data in the Notifications, always divided by Business Unit;
 - (b) In the event more than one percentage rate is agreed for categories of goods, the Tenant shall provide Data in the Notifications, always with the following division: for each Business Unit of the Subject of the Lease broken down into individual categories of goods. Each Business Unit will be uniquely identified by its own code/designation, used identically in Notifications and the POS Data;
 - (c) The Landlord shall be the owner of all Data (including the POS Data) from the moment of their provision. In particular, the Landlord shall be entitled to use the Data to the extent necessary in the event of a new concession or similar procedure in the future for the purpose of selecting a new tenant for the lease relationship to the Subject of the Lease or a part thereof;
 - (d) In the event the Landlord intends to transfer or provide the Data or part thereof to a third party, it shall enter into an appropriate confidentiality agreement with such a third party in advance.
- 3.2.42 The Tenant undertakes to immediately provide the Landlord with all data and information created by the Tenant itself and/or obtained from third parties (i) in or in connection with the

Subject of the Lease and/or (ii) for the purposes of activities operated in the Subject of the Lease or in connection with such activities, with the exception of the Tenant's margin.

- 3.2.43 The Tenant is obliged to scan the boarding passes of all its customers, with the exception of customers who explicitly refuse to have their boarding passes scanned, and the Tenant shall provide the Landlord with all boarding pass information in electronic form and in the format according to Annex 9 to the Contract by sending that information to the repository designated by the Landlord for that purpose.
- 3.2.44 The Landlord or a person authorised by the Landlord is entitled, at any time during the Term of the Lease, to check the functionality of the Tenant's Device and its connection with the accounting, which is the basis for the calculation and payment of the Turnover Rent. The Landlord is entitled to check the Device located in the Subject of the Lease and the report from the Device, which continuously and systematically records all daily sales in the Subject of the Lease, at any time without prior notice. The Tenant is obliged to provide the Landlord or a person authorised by the Landlord with at least the following information:
- (a) Information on the accounting procedures used in reporting the Turnover and/or Turnover from Foreign Exchange Rate Gains or in the pricing of goods;
 - (b) Information on how information is transmitted from the Device to the general ledger and how statements on Turnover and/or Turnover from Foreign Exchange Rate Gains are processed on the basis of the general ledger;
 - (c) Reconciliation of reports from individual Devices and documents on the amount of money in the Devices at the end of a randomly selected day or shift;
 - (d) Documents on the payment of money from the Subject of the Lease to the bank containing the amount of money paid to the bank and received at the bank;
 - (e) Bank statements at the end of months in the period under review or other statements in the period under review;
 - (f) The general ledger for the selected period;
 - (g) Other documents required by the Landlord for the proper performance of the inspection.
- 3.2.45 The Landlord or a person authorised by the Landlord is entitled, at any time, to submit to the Tenant requirements for the adjustment of the system of recording Turnover and/or Turnover from Foreign Exchange Rate Gains by the Device. The Tenant is obliged to accept these requirements and, within three (3) months of the delivery of the written request of the Landlord or a person authorised by the Landlord, to adjust the outputs from individual Devices at its own expense according to such a requirement or, as required, to allow the Landlord or a person authorised by the Landlord to make appropriate adjustments to the system of recording Turnover and/or Turnover from Foreign Exchange Rate Gains by the Device. However, the Tenant shall be obliged to comply with the Landlord's requirements for the adjustment of the system of recording Turnover and/or Turnover from Foreign Exchange Rate Gains only in respect of adjustments required by legal regulations.
- 3.2.46 The Landlord is entitled, during the validity and effectiveness of the Contract, at its own discretion, to check, itself or through a person authorised by the Landlord, the correctness and completeness of the Turnover and/or Turnover from Foreign Exchange Rate Gains relating to the current year or any previous year. Based on the Landlord's prior written request, the Tenant shall be obliged to prepare all documents affecting the correctness and completeness of the amount of Turnover and/or Turnover from Foreign Exchange Rate Gains of the Tenant as requested by the Landlord or a person authorised by the Landlord, especially documents from

the Tenant's accounting, no later than ten (10) business days from the date of receipt of such a request. The Tenant is also obliged to allow inspection by the Landlord or a person authorised by the Landlord. If, during such an inspection, it is found that a lower Turnover and/or Turnover from Foreign Exchange Rate Gains was stated for any Business Unit by more than one percent (1 %) compared to the actual situation for any period examined within the inspection, the Tenant shall pay the inspection costs.

- 3.2.47 For the purposes of visual inspection of the proper registration of Turnover and/or Turnover from Foreign Exchange Rate Gains in accordance with the Contract, the Landlord is entitled to place, at its own expense, a CCTV system in the Subject of the Lease, which will monitor the Device area and the area where payments for goods and/or services are made in the Subject of the Lease, including monitoring the Device keyboard and the Device screen or display if available, all at the Landlord's expense. The Tenant undertakes to provide the Landlord with all necessary cooperation for the placement of the CCTV system in accordance with the previous sentence and to make every effort to avoid damage to the CCTV system or its operation. In the event of such damage, the Tenant shall be held liable for the damage in full. The Tenant is further obliged to ensure that the monitoring of the Subject of the Lease pursuant to this provision is not prevented or hindered by objects placed in the Subject of the Lease or in any other way.
- 3.2.48 If the check of the Turnover and/or Turnover from Foreign Exchange Rate Gains shows that the actual Turnover and/or Turnover from Foreign Exchange Rate Gains was higher than the Turnover and/or Turnover from Foreign Exchange Rate Gains stated by the Tenant in the Notifications sent to the Landlord in the given year (hereinafter the "Turnover Difference"), the Landlord shall notify such Turnover Difference to the Tenant in writing with the specification of such Turnover Difference. The Tenant is obliged to provide the Landlord with a written statement within ten (10) business days of the date of receipt of the Landlord's notification; in the statement, the Tenant shall defend and explain the amount of Turnover and/or Turnover from Foreign Exchange Rate Gains stated in the Notifications sent to the Landlord for the relevant year. In this context, the Parties agree to make their best efforts to amicably negotiate and settle the Turnover Difference. If, based on the performed inspection or other circumstances, it is found that the Tenant was supposed to pay Turnover Rent calculated from the Turnover Difference under the conditions stipulated in the Contract for calculating the Turnover Rent and/or other Turnover Rent that has not been paid, the Tenant shall be obliged to pay to the Landlord (i) an amount corresponding to the Turnover Rent calculated from the Turnover Difference under the conditions stipulated in the Contract for the calculation of the Turnover Rent and/or other Turnover Rent that has not been paid, (ii) the inspection costs, (iii) a contractual penalty corresponding to 50 % of the amount ad (i), and (iv) default interest calculated from the date on which the Turnover Rent should have been paid until the date of its actual payment.
- 3.2.49 The Landlord is obliged to ensure that all persons authorised by it, who will perform the check of Turnover and/or Turnover from Foreign Exchange Rate Gains, are obliged to maintain the confidentiality of all facts that they found out during the check or inspection. Furthermore, the Landlord is not bound by confidentiality towards state authorities that are entitled to request this information by law and towards third parties who will be bound by this duty of confidentiality and/or who will be provided with information in aggregate so that the specific entity whom the information concerns cannot be identified.
- 3.2.50 The Tenant is obliged to inform the Landlord or a person authorised by the Landlord in writing at least one (1) month in advance of any intentions aimed at:

- (a) The sale or lease of the Tenant's enterprise, within which the rights and obligations of the Tenant under the Contract would be transferred, even if only partially, to a third party;
 - (b) The transformation of the Tenant's company;
 - (c) A change in the composition of members or shareholders of the Tenant's company or a change in the majority owner of the Tenant's company or a change in the composition of members or shareholders of the majority owner of the Tenant's company;
 - (d) A change of the entrepreneur's business name or the name of the company, its registered office or delivery address;
 - (e) As well as any plans having a similar effect to that of the plans listed under clauses (a) to (d) above.
- 3.2.51 The Tenant is obliged to notify the Landlord or a person authorised by the Landlord of any change in the contact person specified in the Contract, no later than the day following the change.
- 3.2.52 The Tenant is obliged, in order to prevent serious accidents in accordance with the serious accident prevention system introduced at the Airport, which is defined in the "Serious Accident Prevention Policy", with which the Tenant became acquainted before signing the Contract, to refrain from such activities that could directly or indirectly cause a serious accident and to further support activities that strengthen the prevention of serious accidents.
- 3.2.53 The Tenant is obliged to refrain from the use and/or operation of lighting fixtures and/or other equipment in/on the Subject of the Lease that are not approved according to the legal regulations of the Czech Republic (CE certification). In the event any lighting fixture and/or other equipment in/on the Subject of the Lease and/or the Subject of the Lease becomes a source of interference during the term of the Contract, affecting communication within air traffic, the Tenant shall be obliged to remove such a lighting fixture and/or other equipment and/or the source of interference from the Subject of the Lease at the request of the Landlord at the Tenant's own expense.
- 3.2.54 In the event of a new concession or similar procedure in the future for the purpose of selecting a new tenant for the lease relationship to the Subject of the Lease or a part thereof, the Tenant shall be obliged to provide the Landlord and/or persons designated by the Landlord with appropriate reasonable cooperation that can be expected from the user of the Subject of the Lease, and to refrain from any act or omission that would or could reasonably lead to delays or obstructions preventing or impeding the preparation or actual conduct of such a concession or similar procedure or to the disadvantage of other participants in the event of the Tenant's participation in that procedure.
- 3.2.55 The Tenant is obliged to submit to the Landlord a Commercial Plan for the following calendar year no later than three (3) months before the first (1st) day of each calendar year of the Term of the Lease. In the event the Tenant does not submit the Commercial Plan even within twenty (20) days of the Landlord's written request, the Tenant shall be obliged to pay to the Landlord a contractual penalty in the amount of CZK 50,000, repeatedly after each individual request.
- 3.2.56 The Tenant is not entitled to place the registered office of its company in the Subject of the Lease, i.e. the Building in which the Subject of the Lease is located, unless the Landlord gives prior written consent to such placement.

4. PERFORMANCES NOT INCLUDED IN THE SERVICES

- 4.1** For the purposes of the Contract and these Business Terms, performances related to the use of the Subject of the Lease, which are not included in the Services, shall mean performances in the form of electricity supplies or in the form of water supplies and sewage or waste disposal; these performances (a) are not specified in the Contract as the Services and (b) are separately measurable (hereinafter the “**Performances Not Included in the Services**”).
- 4.2** In the event the Services do not include electricity or water supplies and sewage or waste disposal, the Tenant undertakes to enter into a separate contract for the relevant performance, which will be limited in time for the duration of the Contract. The conditions for electricity and water supply are provided by the Landlord - the Energy, Procurement and Sales Division, which the Tenant can contact at: phone: + 420 220 11 2519, fax: +420 220 11 2911. The conditions of waste disposal are determined by the Landlord - the Environment at: phone: +420 220 11 1612.

5. ADDITIONAL SERVICES

- 5.1** If technically possible, the Landlord shall, at the request of the Tenant, provide (a) communication services (telephone and fax lines), (b) data and information networks and services (i.e. the provision of Internet connection, connection to the airport network, provision of software applications and structured cabling), under conditions agreed in separate contracts, which will be limited in time by the duration of the Contract.
- 5.2** If technically possible, the Tenant shall be entitled to enter into a separate contract with the Landlord, the subject-matter of which will be the provision of technical services by the Landlord, especially the installation and operation of a system of electronically controlled entry (ID reader) and connection to a common television antenna – MATV/STA. The Landlord shall not be held liable to the Tenant for any damage that the Tenant might incur due to the non-conclusion of such a contract.

6. CONSTRUCTION WORK

- 6.1** Any construction work, new installations or other changes in/on the Subject of the Lease, which by their nature go beyond the scope of routine repairs and routine maintenance of the Subject of the Lease (especially according to Articles 3.2.13, 3.2.14 and 3.2.16) according to these Business Terms or the Contract (hereinafter the “**Construction Work**”), may be performed by the Tenant only in accordance with the Contract, the Business Terms and the Rules for Construction Work.
- 6.1.1** The Parties declare that the Landlord has published the Rules for Construction Work on the Website, and access to them is possible only with a password. The Tenant expressly declares and makes indisputable that (i) prior to signing the Contract, the Tenant received from the Landlord the password necessary to view, download and read the Rules for Construction Work stored on the Website and (ii) the Tenant had the opportunity to download the Rules for Construction Work from the Website, save them and thus retain their contents (and that the method of their publication allowed this procedure) and that the Tenant had sufficient time to become properly acquainted with the Rules for Construction Work before concluding the Contract. The Tenant declares and makes indisputable that the Landlord provided the Tenant with the Rules for Construction Work prior to the conclusion of the Contract, the Tenant has duly acquainted itself with them, agrees to them and undertakes to comply with them.
- 6.1.2** The Landlord undertakes to keep the Rules for Construction Work available on the Website for the entire duration of the Contract. Unless the Contract expressly provides otherwise, it shall hold that, in the event of a conflict between the provisions of the Contract, the Business Terms and the Rules for Construction Work, the documents shall take precedence in the following order: 1.) Contract, 2.) Business Terms, 3.) Rules for Construction Work.

- 6.1.3 The Parties further agree that the Landlord is entitled to change the Rules for Construction Work during the Term of the Lease. The Landlord shall publish the new version of the Rules for Construction Work on the Website and send the Tenant a link to the Website or a new password, if it changes, via an e-mail message to the Tenant's e-mail address specified in the Contract; that e-mail message shall include the new version of the Rules for Construction Work stored on the Website. The Tenant shall have the right to reject changes in the new version of the Rules for Construction Work within ten (10) days of the date of sending the e-mail message with changes in the new version to the Tenant; a futile lapse of that period shall be deemed to be the Tenant's consent to the changes in the new version of the Rules for Construction Work, which shall thus become binding on the Tenant upon the futile lapse of that period. In the event the Tenant rejects the new version of the Rules for Construction Work within ten (10) days, the last binding version of the Rules for Construction Work shall be binding on the Tenant and the Landlord shall be entitled to terminate the Contract pursuant to Article 12.2.11 of the Business Terms.
- 6.1.4 The Tenant is entitled to execute the Construction Work only with the prior written consent of the Landlord and to the extent of the conditions set out therein, and at its own expense (except for the installation of fire extinguishers). Upon the completion of such Construction Work, i.e. after the issue of the relevant occupancy permit if issued, the Tenant is also obliged to submit to the Landlord the project documents of the actual implementation (as defined below), including digital processing, prepared in accordance with the Landlord's requirements that will be communicated by the Landlord to the Tenant at the Tenant's request. Furthermore, the Tenant is obliged to hand over to the Landlord, after the proper completion of the Construction Work, copies of all accounting and other documents proving the amount and nature of costs incurred for the performed construction work (invoices, orders, contracts etc.). Those documents must clearly indicate the scope of the performed Construction Work and, for the purposes of accounting and income tax, also the nature of that Construction Work (repair, technical improvement, reconstruction, modernisation etc.). In the event of a breach of the Tenant's obligation under this Article, the Landlord shall be entitled to require the Tenant to immediately remove any unlawful modifications and changes at the Tenant's own expense. If the Tenant does not remove the unauthorised modifications, the Landlord shall be entitled to remove those modifications itself at the expense of the Tenant. The Tenant undertakes to dispose of the waste generated during the performance of such Construction Work at its own expense, through the Landlord and/or another authorised person. The Tenant shall, upon request, document to the Landlord how the generated waste was disposed of.
- 6.2 For the process of preparation and approval of the application for Construction Work and related project documents, the Landlord and the Tenant have agreed on the following procedure:
- 6.2.1 Prior to the Construction Work, the Tenant shall submit to the Landlord for assessment and subsequent approval a written application containing a description and scope of the planned Construction Work in/on the Subject of the Lease (hereinafter the "**Application**") and project documents, i.e. a set of two-dimensional diagrams and drawings supplemented by a text part serving as a description of the construction (hereinafter the "**Project Documents**"). The Tenant is entitled to carry out the Construction Work in/on the Subject of the Lease only and within the scope of the Project Documents approved in advance by the Landlord.
- 6.2.2 In addition to the Application and the Project Documents, the Tenant shall also submit to the Landlord all necessary permits and approvals of all entities involved in the Construction Work according to valid legal and other regulations (e.g. the fire rescue services, preservation office, hygiene station etc.), for which the Landlord's cooperation is not required.
- 6.2.3 In the event the Landlord does not make any comments on the submitted Application and Project Documents, the Landlord undertakes to send the Tenant a statement approving the

Construction Work and the Project Documents with an enclosed power of attorney for the Tenant, for the purpose of proceedings before the building authority and competent state administration authorities, within thirty (30) calendar days of the delivery of the application by the Tenant; according to the agreement between the Landlord and the Tenant, the Tenant shall act in the proceedings before the building authority as a builder unless otherwise agreed. Simultaneously with sending the approval of the Construction Work and the Project Documents, the Landlord shall send to the Tenant the operating conditions of the Construction Work, which the Tenant undertakes to comply with.

- 6.2.4 In the event of the Landlord's comments on the Application and/or Project Documents concerning the Construction Work, the Landlord shall send these to the Tenant without undue delay, including requests to eliminate any identified deficiencies and setting a time limit for their elimination.
- 6.2.5 In the event that, in connection with the Construction Work in the Subject of the Lease, it is not necessary to prepare the Project Documents, the Landlord undertakes to issue to the Tenant an appropriate statement approving the Construction Work within fifteen (15) business days of the delivery of the Application by the Tenant.
- 6.3 The Tenant undertakes not to commence the Construction Work in/on the Subject of the Lease before the legal force of the building permit issued by the competent building authority or before consent is given to the execution of the announced construction, and before a copy of the building permit with a legal force clause or a copy of the consent to the execution of the announced construction is submitted by the Tenant to the Landlord.
- 6.4 The Tenant is obliged to carry out the Construction Work in such a way that the rights and interests of other tenants located in the Building are not violated in any way, and at the same time the Tenant may not disrupt the operation of the Building with the Construction Work. The Tenant is not entitled to place or store any materials or other objects, equipment, aids and tools necessary for the implementation of the Construction Work in/on the Subject of the Lease outside the Subject of the Lease. The Tenant is not entitled to restrict access to entrances, passages, emergency exits or areas enabling the evacuation of persons from the Building or public roads by storing materials or construction tools. The Tenant is obliged to perform daily cleaning of the polluted common areas of the Building, for the entire period of the Construction Work in/on the Subject of the Lease. The Tenant is obliged to ensure proper disposal of construction waste. Disposal of that waste in common collection containers or in the vicinity of those containers or in the common areas of the Building or in the vicinity of the Building is not permitted.
- 6.5 The Tenant shall provide the Landlord with a list of names of persons and companies that will carry out the Construction Work for the Tenant, no later than ten (10) business days before their entry into the Subject of the Lease. The Tenant shall ensure that its employees and its contractors and subcontractors agree to be bound by the rules issued by the Landlord and that its contractors have third-party liability insurance in the amount of at least CZK 20,000,000 (in words: twenty million Czech crowns) for the purpose of performing their duties in the Subject of the Lease; in the event the Tenant insists on a contractor who does not have such third-party liability insurance as mentioned above, the Landlord will allow such a contractor to operate in the Subject of the Lease only on condition that the Tenant is held liable for any damage caused by that contractor to third parties. The Tenant shall further ensure that its third-party liability insurance in connection with the implementation of Construction Work also covers damage caused by the above-mentioned persons.
- 6.6 After the completion of the Construction Work, the Tenant shall request the Landlord in writing to inspect the performed Construction Work according to the approved Project Documents. During that inspection, the Tenant shall submit to the Landlord the documentation of the actual implementation (as defined below) in two (2) copies in paper form and in one (1) copy in digital form, as well as the Document Part (technical specifications of the Construction Work) in two (2) copies in paper form (as defined below). The documents of the actual implementation are documents prepared within the scope of Annex 3 to Decree

No. 499/2006 Coll., on Construction Documentation, as amended, with marked changes in and deviations from the actual implementation of the Construction Work as compared to the Project Documents. The documents of actual implementation will (a) be in the written and digital form in the AutoCAD and MS Office files, prepared in accordance with the "Management of Airport Digital Basic Map and Methodological Guideline for Elaboration of Geodetic Documentation of Real Constructions' Performance" standard which the Landlord provided to the Tenant, and (b) where the particular drawings and narrative parts of the written form are identified as the actual implementation and are signed by the designer and representative of the contractor of the Construction Work. Furthermore, the Tenant shall submit to the Landlord the complete document part, i.e., in particular, inspection reports, declarations of conformity, documents on handing over waste to the authorised person or ordering the waste disposal service through the Landlord and documents within the scope of documents for occupancy permit within the meaning of Act No. 183/2006 Coll., on Town and Country Planning and Building Code (the Building Act), as amended. In the case of installation of fire detection and fire alarm systems and other connected fire safety equipment, the Tenant shall submit to the Landlord the necessary documentation to perform a comprehensive functional test of the operability of the installed equipment. The protocol from that test constitutes the basis for the building approval procedure and the issuance of the occupancy permit (provided that it is successfully completed). In the event of any detected defects, the Tenant undertakes to remove them within the time limit specified by the Landlord at its own expense. In the event of a flawless execution of the Construction Work or after the elimination of defects, the Landlord shall issue an opinion to the Tenant on the performed Construction Work and further building procedure. The Landlord's opinion must precede the issuance of the occupancy permit or consent to the use of the building.

- 6.7** The Tenant is obliged to submit to the Landlord a copy of the occupancy permit or consent to the use of the building with the marked date of issue within three (3) business days of the issuance of the occupancy permit or consent to the use of the building. The Landlord does not undertake to reimburse the costs associated with bringing the Subject of the Lease into a condition suitable for the purpose of use under this Contract, nor to reimburse the costs associated with the Construction Work (including Initial Construction Work) (especially costs of preparing the Project Documents, administrative fees etc.). The Tenant undertakes to pay those costs.
- 6.8** The value of the performed Construction Work, which has the character of technical improvement, performed by the Tenant in the Subject of the Lease with the Landlord's consent, will be recorded as the Tenant's property, i.e. the Landlord will not increase the entry price of the Subject of the Lease in its accounts by the value of that performed Construction Work that has the character of technical improvement carried out by the Tenant in the Subject of the Lease. The Tenant shall mark in writing, in the accounting documentation handed over to the Landlord pursuant to Article 6.1 of the Business Terms, those financial investments which will be subject to tax depreciation on its part. The Landlord, after meeting the conditions under Articles 6.5 and 6.7 of the Business Terms by the Tenant, shall issue a written consent for the Tenant to apply the tax depreciation of the technical improvement resulting from the Construction Work in the Tenant's income tax base. Then the Landlord shall provide the Tenant with information on the classification of the leased property (real estate) into the depreciation group in accordance with the relevant provision of Act No. 586/1992 Coll., on Income Tax, as amended.
- 6.9** In order to bring the Subject of the Lease into a condition suitable for the purpose of use under the Contract, and also in the case of any Construction Work that will be carried out in accordance with the Contract, the Landlord undertakes to provide the Tenant with the necessary cooperation; this shall apply both to the building procedure and to the procedure for obtaining the relevant authorisation for the Tenant, its employees and persons ensuring the preparation and implementation of construction work to enter the premises in which the Subject of the Lease is located.
- 6.10** If the Construction Work, through which the Subject of the Lease, handed over to the Tenant in the state of completed fabric, will be put into a condition suitable for the purpose of use according to the Contract, should also require construction work or technological installations outside the Subject of the Lease, the

Landlord and the Tenant shall enter into, along with this Contract, another special contract, in which the conditions for carrying out the Construction Work will be regulated differently. Any such work shall be paid by the Tenant unless otherwise agreed.

- 6.11** The Tenant undertakes not to submit to the Landlord any Project Documents for Construction Work and/or not to carry out any Construction Work in the Subject of the Lease which could infringe the copyright and/or other rights of the authors of the Building and/or the protection of intellectual property. The Tenant is responsible for ensuring that the Construction Work and the Project Documents, as well as all documentation related to the Construction Work used within them (hereinafter the “**Documentation**”), are in accordance with applicable Czech legislation and international treaties by which the Czech Republic is bound and do not harm the interests of the Landlord and third parties, and that the Construction Work and/or the Documentation do(es) not infringe the copyright or other rights of third parties or the protection of intellectual property.

7. OPERATING CONDITIONS

- 7.1** The supply of the Subject of the Lease shall take place only in the manner specified by the Landlord and exclusively at night, in the period from the end of the opening hours to the beginning of the opening hours (unless otherwise agreed). It shall also be possible to take stock of goods only at night.
- 7.2** The Tenant acknowledges that the operation of the Subject of the Lease, due to its location and regime, requires an adequate level of staff, in particular sufficient language skills and uniform clothing, and undertakes to take the necessary measures to ensure the appropriate level of staff.
- 7.3** The Tenant is obliged to keep attractively displayed and high-quality goods in the Subject of the Lease and to ensure a high standard of sale of goods and provision of services corresponding to the standard of an international airport.
- 7.4** The Tenant is also obliged to keep the Subject of the Lease tidy and clean and to remove garbage from the Subject of the Lease.
- 7.5** The Tenant further undertakes to tolerate at any time in any Business Unit a comprehensive inspection of the acceptable level of quality of services offered and inspection of general behaviour of employees in individual Business Units, especially in the form of customer satisfaction surveys and/or the so-called *mystery shopping* (hereinafter the “**Inspection**”). After performing the individual blocks of Inspections and acquainting the Tenant with their results, the Tenant shall provide the Landlord with a proposal for addressing any undesirable results of the Inspection, which the Tenant is obliged to prepare after the Inspection.
- 7.6** In the event the Landlord creates a platform for the online sale of goods at the Airport through an e-shop, through which individual customers of the Airport, i.e. passengers will be able to place orders for the assortment offered at the Airport (hereinafter the “**E-Shop**”), the Landlord undertakes to allow the Tenant to connect to such a platform and allow the Tenant to sell its goods and provide its services via the E-Shop, at least in the following scope: all goods that the Tenant sells and presents in the Subject of the Lease and at the same time sells and/or presents through its online sales of goods or services, provided that such a scope of sales is allowed to the Tenant legally and contractually in another similar e-shop.
- 7.7** In the event (i) the Tenant offers for sale an assortment of goods specified in more detail in Annex 12 to the Contract (hereinafter the “**Assortment**”) via an online store (hereinafter the “**Tenant’s E-Shop**”) in a certain scope and quality, and (ii) the Tenant uses the possibility to connect and sell the Tenant’s goods through the E-Shop, the Tenant undertakes to sell the Assortment through the E-Shop in the same scope and quality with the possibility of collecting such Assortment in any Business Unit or anywhere at the Airport if such sale is legally and contractually permitted, and further the Tenant is obliged to fulfil the obligations set out below in Articles 7.8 to 7.13.

7.8 The Tenant is obliged to display the Assortment in high-resolution photographs in the Tenant's E-Shop and the E-Shop and to state the following data for each item from the Assortment:

7.8.1 Description of the Assortment,

7.8.2 Category of the Assortment,

7.8.3 Information on the availability of the Assortment and

7.8.4 Unit price of the Assortment.

The Tenant is obliged to provide all information in the Tenant's E-Shop and the E-Shop at least in Czech and English and to update the information every day.

7.9 The Tenant is obliged to allow the Landlord, through the application programming interface (API), access to its Assortment inventory management system used for the supply of the Subject of the Lease, and to tolerate that the Landlord has access to up-to-date information on the Tenant's Assortment stocks for supply purposes at any time and handles the information in accordance with the Contract.

7.10 The Tenant is obliged to ensure that the Assortment ordered by customers of the Airport, i.e. passengers, through the Tenant's E-Shop and the E-Shop, is ready to be collected by the customer of the Airport, i.e. passenger in the Subject of the Lease within two (2) hours of ordering, unless the Assortment has been physically sold out; this shall not apply in the case of granting an exemption from the opening hours under this Contract.

7.11 The Tenant undertakes to promote the E-Shop and the offer of the Assortment in the Subject of the Lease and, at the same time, at the request of the Landlord, to provide the Landlord with digital marketing materials related to the sale of the Assortment.

7.12 The Tenant undertakes to provide the Landlord, always by the day following the day for which the information is provided, with the following information obtained from the operation of the Tenant's E-Shop:

7.12.1 The number of the Business Unit with the highest Turnover for the past month, in which the passengers collected and paid for the Assortment purchased through the Tenant's E-Shop,

7.12.2 The total number and value of orders of the Assortment from the Tenant's E-Shop, which the passengers collected and paid for at the Airport,

7.12.3 The average number of Assortment items per one (1) order from the Tenant's E-Shop collected at the Airport or in any Business Unit or coming from the Airport's warehouse,

7.12.4 The average value of one (1) piece of Assortment sold from the Tenant's E-Shop, which the customer collected at the Airport or in any Business Unit or which comes from the Airport's warehouse,

All that including information on the customer's origin and destination (O&D).

7.13 The Tenant is obliged to provide the Landlord with personal data (especially first name, surname, residential address, telephone number and e-mail address) which the Tenant obtains from the customers of the Tenant's E-Shop. The precondition for fulfilling this obligation is to determine the manner and legal basis for the processing of the transferred personal data by mutual agreement of the Parties so that the processing, including, in particular, the transfer, of personal data is in accordance with the General Data Protection Regulation.

7.14 In order to ensure smooth sales, the Tenant shall equip each Business Unit in the Subject of the Lease with electronic cash registers and establish a contractual relationship with credit companies so as to enable customers in the Subject of the Lease to pay at least with VISA and Eurocard - Mastercard payment credit cards.

- 7.15 The Tenant acknowledges that smoking is prohibited in the premises of Terminal 1, Terminal 2, Terminal 3 and in the entire fenced area of the Airport, except for precisely specified areas in which smoking is permitted (places reserved for smoking). The Tenant is obliged to unconditionally comply with this smoking ban, including ensuring compliance with the ban by all persons who are in the Subject of the Lease.
- 7.16 The Landlord shall not be held liable to the Tenant for damage, especially loss of profit, in the case of extraordinary events at the Airport, which may arise without the Landlord's fault (especially reporting the presence of explosives, interruption of energy supplies, denial of access to the Subject of the Lease or preventive or any other measures taken in connection with an epidemic, terrorist attacks, fire, war, civil unrest, insurrection, the presence of ionising or radioactive radiation, explosion or other natural disaster), due to which the Subject of the Lease must be closed to the public.
- 7.17 The Landlord's obligation to compensate the Tenant for damage incurred by the Tenant by a breach of the Landlord's obligations under the Contract and/or these Business Terms and/or in connection with it shall be excluded to the maximum extent permitted by applicable law. The Landlord's obligation to compensate the Tenant for damage caused by the Landlord to the Tenant intentionally or through gross negligence, or any other obligation of the Landlord to compensate for damage which cannot be excluded or limited according to valid legal regulations, shall not be excluded or limited.
- 7.18 The Tenant is obliged to indemnify the Landlord in full for any non-property damage caused to the Landlord by a breach of the Tenant's obligations under the Contract and/or these Business Terms and/or in connection with it.

8. RETURN OF THE SUBJECT OF THE LEASE

- 8.1 On the day when the lease ends with the lapse of the Term of the Lease or with the lapse of the notice period in the case of premature termination of the Contract by notice, or within 5 days of the effective date of termination of the Contract by withdrawal, the Tenant shall be obliged to return to the Landlord the Subject of the Lease, vacated and cleaned, without any damage or defects, without any interior equipment provided by the Tenant after the conclusion of the Contract (hereinafter the "**Interior Equipment**") and/or any part thereof, as well as without the Equipment and furnishings of the Subject of the Lease referred to in Article 3.2.13(e) and without any Construction Work executed by the Tenant for the duration of the Contract which has the character of technical improvement and/or any part thereof, i.e. in the condition in which the Tenant took the Subject of the Lease over from the Landlord, but without the Equipment and furnishings of the Subject of the Lease referred to in Article 3.2.13(e), taking into account any written agreement on the reimbursement of the costs of Construction Work which has the character of technical improvement, and the usual wear and tear. At the same time, the Tenant shall be obliged to hand over to the Landlord all keys, access means and items provided to the Tenant together with services related to the use of the Subject of the Lease under the Contract or under contracts related to this Contract, as well as documents related to the Subject of the Lease. A written takeover protocol shall be drawn up on the handover and takeover of the Subject of the Lease with all its accessories.
- 8.2 The Landlord and the Tenant agree that the Tenant is not entitled to any compensation for the advantage of the Landlord or a new tenant in connection with any type of termination of the Contract, even if the Landlord or the new tenant gain(s) a demonstrable advantage by taking over the customer base built by the terminated Tenant.
- 8.3 As of the date of termination of the Contract, the Landlord is entitled to purchase the Interior Equipment and/or any part thereof and/or the Construction Work performed by the Tenant during the term of the Contract which has the character of technical improvement and/or any part thereof, i.e. to settle with the Tenant the costs of their acquisition, at the option of the Landlord either at the tax residual price according to the valid and effective Income Tax Act, as amended, or at the price corresponding to the equivalent of what the value of the Subject of the Lease has increased by on the basis of an expert's opinion prepared

by an independent expert appointed by the Landlord. The costs of preparing the expert's opinion, in such a case, shall be borne by the Tenant, and the Landlord shall be obliged to make a reasonably required effort to ensure that these costs correspond to market prices usual at the given place and time.

- 8.3.1 If the Landlord exercises the right of purchase according to Article 8.3, the Tenant shall be obliged to settle the costs of the subject of settlement specified by the Landlord with the Landlord by the end of the lease established by the Contract, in particular as follows: the Tenant shall be obliged to (i) hand over the subject of settlement to the Landlord for the price determined in accordance with Article 8.3, (ii) transfer ownership of the documentation pertaining to the subject of settlement to the Landlord and (iii) enter into a settlement agreement with the Landlord.
- 8.3.2 If the Landlord does not exercise the right of purchase according to Article 8.3, the Tenant shall be obliged to remove the Interior Equipment, all its movable property and Construction Work from the Subject of the Lease at its own expense and to bring the Subject of the Lease into a condition without the Equipment and without the furnishings of the Subject of the Lease specified in Article 3.2.13(e), which are further specified in Annex 13 - Condition of the Subject of the Lease at Contract Termination, no later than on the date of termination of the Contract or, in the case of termination of the Contract by withdrawal, within 5 days of its termination. If the Tenant fails to do so, the Landlord shall be entitled to remove the Interior Equipment, including the removal of any Construction Work, to which the Tenant authorises the Landlord by signing the Contract. All costs incurred by this procedure shall be borne by the Tenant and the Landlord shall subsequently recover them from the Tenant. For the purposes of payment of the Interior Equipment pursuant to this Article, the date of making the relevant payment shall mean the day on which the payment is debited from the Landlord's account. If the due date falls on a Saturday, Sunday or non-working day, it shall be moved to the nearest preceding business day. The maturity of the issued invoice shall be 30 calendar days.
- 8.4 If, after the end of the lease established by the Contract, any movable property of the Tenant remains in the Subject of the Lease and the Tenant does not remove that property no later than the last day of the Term of the Lease established by the Contract, the Landlord shall be entitled to remove the said property from the Subject of the Lease and store it at the Tenant's expense; by signing the Contract, the Tenant authorises the Landlord to remove and store such movable property at the expense of the Tenant.
- 8.5 If the Subject of the Lease is not returned in accordance with the above provisions of this Article 8 of the Business Terms, the Tenant shall be held liable to the Landlord for the damage caused.

9. SECURITY OR BANK GUARANTEE

9.1 The Tenant is obliged to secure the performance in accordance with the Contract and these Business Terms in the form of a Security in accordance with Article 9.2 or Bank Guarantee in accordance with Article 9.3 of the Business Terms and pursuant to the provisions of the Contract.

9.2 Security

- 9.2.1 The Tenant is obliged to pay to the Landlord the Security in the amount and to the account agreed in the Contract (hereinafter the "**Security**") by the day agreed in the Contract. No VAT shall apply to the Security in the transfer of the Security. The Tenant guarantees to the Landlord that the Security is free from any encumbrance with third-party rights.
- 9.2.2 The Security secures all receivables of the Landlord from the Tenant arising under the Contract or in connection with the Contract (i.e., in particular, receivables related to the Rent, the Prices of the Services and all default interest, all contractual penalties, damages, expenses and other costs and claims arising from unjust enrichment). The Landlord shall be entitled to draw funds from the Security provided that the Tenant does not pay any such receivable of the Landlord in

a due and timely manner. The Landlord is obliged to inform the Tenant without undue delay of any drawing of funds from the Security.

9.2.3 The Tenant is obliged to supplement the Security in accordance with the Contract. If the funds from the Security or any portion thereof have been drawn by the Landlord in accordance with the Contract, the Tenant shall be obliged to supplement the Security on the account by the relevant amount within ten (10) days of the day when such an event occurred or was notified to the Tenant.

9.2.4 After settling all mutual receivables with the Tenant, but no later than within three (3) calendar months of the date of termination of the lease, the Landlord shall be obliged to refund the Security or its balance to the Tenant's bank account. The Tenant is not entitled to any interest on the Security or default interest; any interest on the Security shall belong to the Landlord.

9.3 Bank Guarantee

9.3.1 The Tenant is obliged, at its own expense no later than the date agreed in the Contract, to (i) obtain and hand over to the Landlord the original valid and effective guarantee document or (ii) obtain and hand over the guarantee document to the Landlord through the Landlord's bank in the form of an authenticated SWIFT message, where the bank and the SWIFT code shall be communicated to the Tenant by the Landlord; in this way, an irrevocable and unconditional Bank Guarantee (one or more) shall be arranged with the bank, payable on first request, in an amount agreed in the Contract (hereinafter the "Bank Guarantee"). The Landlord shall submit to the Tenant the required model text of the Bank Guarantee no later than on the effective date of the Contract. Any and all fees associated with the issuance of such a Bank Guarantee shall be paid by the Tenant.

9.3.2 The Tenant is obliged to ensure the issuance of the Bank Guarantee for a minimum duration of one (1) year from the effective date of this Contract; if the Bank Guarantee is not renewed during that period due to the determination or change of MAG according to the provisions of the relevant Article of the Contract, the Tenant shall submit to the Landlord, in accordance with the procedure specified in the provisions of Article 9.3.1 of these Business Terms above, no later than twenty-one (21) calendar days before the end of the term of the Bank Guarantee:

- (a) A new Bank Guarantee, the wording of which must be approved in advance by the Landlord, for another minimum duration of one (1) year, or
- (b) An amendment to the Bank Guarantee valid and effective at that time, with which it will extend the Bank Guarantee for at least another one (1) year.

The Tenant is obliged to do this repeatedly for the entire duration of the lease established by the Contract. Furthermore, the Tenant is obliged to ensure that the Bank Guarantee, which will be valid on the day of the end of the Term of the Lease, is valid for a period which exceeds the validity of the contractual relationship under the Contract by ninety (90) calendar days. The Parties further expressly agree that, if the Tenant does not hand over a new Bank Guarantee or an amendment to the Bank Guarantee valid at that time to the Landlord within the aforesaid time limit at any time during the Term of the Lease, the Tenant's obligation to secure performance under the Contract by the Bank Guarantee shall change to the Tenant's obligation to secure performance under the Contract in the form of a Security as of the first (1st) day of delay in fulfilling this obligation of the Tenant. The Tenant shall then be obliged to deposit the Security, within three (3) business days of the day when this occurs, even without the Landlord's request, in the amount of the last valid Bank Guarantee, to the Landlord's account kept with UniCredit Bank Czech Republic and Slovakia, a.s., account number: 801812025/2700. The Tenant will use its Company ID No. as the VS (variable symbol) identifier for this payment. From the date of depositing the Security, this Contract shall be governed by the provisions of Article

9.2 of the Business Terms. If the Security is not deposited in the Landlord's account as of the specified date, the Landlord shall be entitled, due to the breach of the Tenant's obligation, to draw all funds from the last valid Bank Guarantee, deposit them in its account and continue to treat them as Security, i.e. under the conditions specified in Article 9.2 of the Business Terms.

9.3.3 The Bank Guarantee secures all receivables of the Landlord from the Tenant arising under the Contract or in connection with the Contract (i.e., in particular, receivables related to the Rent, Guaranteed Rent, Severance Pay, the Prices of the Services and all default interest, all contractual penalties, damages, expenses and other costs and claims arising from unjust enrichment). The Landlord shall be entitled to draw the Bank Guarantee provided that the Tenant does not pay any such receivable of the Landlord in a due and timely manner. The Landlord is obliged to inform the Tenant without undue delay of any drawing of the Bank Guarantee.

9.3.4 If the monetary amount stated in the Bank Guarantee decreases as a result of its drawing by the Landlord in accordance with these Business Terms, the Tenant shall be obliged to provide to the Landlord, within ten (10) calendar days of the day the Tenant receives notification of drawing the Bank Guarantee, in the manner specified in Article 9.3.1, a renewed or supplemented Bank Guarantee that will meet the conditions specified in the relevant Article of the Contract and Article 9.3.1 of these Business Terms. The Parties further expressly agree that, if the Tenant does not provide the Landlord with a renewed or supplemented Bank Guarantee in the above manner and within the aforesaid time limit, the Tenant's obligation to secure performance under the Contract by the Bank Guarantee shall change to the Tenant's obligation to secure performance under the Contract in the form of a Security as of the first (1st) day of delay in fulfilling this obligation of the Tenant. The Tenant shall then be obliged to deposit the Security, within three (3) days of the day when this occurs, even without the Landlord's request, in the amount of the last valid Bank Guarantee, to the Landlord's account kept with UniCredit Bank Czech Republic and Slovakia, a.s., account number: 801812025/2700. The Tenant will use its Company ID No. as the VS (variable symbol) identifier for this payment. From the date of depositing the Security, this Contract shall be governed by the provisions of Article 9.2 of the Business Terms. If the Security is not deposited in the Landlord's account as of the specified date, the Landlord shall be entitled, due to the breach of the Tenant's obligation, to draw all funds from the last valid Bank Guarantee, deposit them in its account and continue to treat them as Security, i.e. under the conditions specified in Article 9.2 of the Business Terms. The Tenant's obligation to supplement the Security up to the amount of the last valid Bank Guarantee is not affected by this procedure.

10. LANDLORD'S RIGHT OF RETENTION TO THE TENANT'S MOVABLES

10.1 In order to secure the Landlord's receivables from the Tenant related to the lease, including payment of the Rent due under the Contract, in the event the Tenant does not duly pay the Rent or other receivables arising under the Contract to the Landlord, the Tenant and the Landlord hereby declare in mutual agreement that the legal relationship established between them by the Contract shall be fully covered by Section 2234 of the Civil Code, as amended, according to which the Landlord has the right of retention to all movable property of the Tenant that the Tenant has in or on the Subject of the Lease, and by related provisions.

10.2 If the Tenant does not pay due receivables arising on the basis of the Contract, i.e. lease established by the Contract, the Landlord shall be entitled to retain the movable property that the Tenant has on or in the Subject of the Lease. The Landlord is obliged to notify the Tenant thereof in writing. If the Tenant tries to remove its movable property (including goods) from the Subject of the Lease, the Landlord shall be entitled to take reasonable measures to prevent the Tenant from removing the movable property from the Subject of the Lease.

10.3 In the event the Tenant does not pay in full its due debts related to the lease to the Landlord even after a written request from the Landlord within a specified time limit, which may not be shorter than 14 (fourteen) days from the date of sending the request, the Parties expressly agree that the Landlord shall be entitled to monetise the retained movables by freehand sale or auction sale at its discretion; the proceeds of monetisation shall be handed over to the Tenant after deducting the necessary costs associated with the sale and after deducting the Landlord's due receivables related to the lease from the Tenant; by signing the Contract, the Tenant authorises the Landlord to such sale of retained movables.

11. CONTRACTUAL PENALTIES

- 11.1** The Tenant undertakes to pay all the contractual penalties listed below to the Landlord to the Landlord's account specified in the request for the relevant payment.
- 11.2** If the Tenant breaches the obligation specified in Article 3.2.32 of these Business Terms, the Landlord shall be entitled to demand from the Tenant and the Tenant shall be obliged to pay to the Landlord a contractual penalty in the amount of CZK 10,000 for each individual breach in each Business Unit or in any part of the Subject of the Lease. In the event of the duration of the breach of obligation for more than fifteen (15) days after the exercise of the right to payment of the contractual penalty, the Landlord shall be entitled to claim and the Tenant shall be obliged to pay the contractual penalty even repeatedly.
- 11.3** In the event of breach of any obligation specified in Article 3.2.9(a) and/or Article 3.2.42 and/or Article 3.2.45 and/or Article 3.2.46 and/or Article 3.2.47 and/or Article 3.2.48 and/or Article 3.2.50 and/or Article 3.2.52 of these Business Terms, the Landlord shall be entitled to demand from the Tenant and the Tenant shall be obliged to pay to the Landlord a contractual penalty in the amount of CZK 100,000 for each individual breach in relation to each Business Unit or to any part of the Subject of the Lease. In the event of the duration of the breach of obligation for more than fifteen (15) days after the exercise of the right to payment of the contractual penalty, the Landlord shall be entitled to claim and the Tenant shall be obliged to pay the contractual penalty repeatedly, even more than once.
- 11.4** In the event of breach of any obligation specified in Article 3.2.9 (except for Article 3.2.9(a)) and/or Article 3.2.22 and/or Article 3.2.24 and/or Article 3.2.27 and/or Article 3.2.28 of these Business Terms, the Landlord shall be entitled to demand from the Tenant and the Tenant shall be obliged to pay to the Landlord a contractual penalty in the amount of CZK 50,000 for each individual breach in relation to each Business Unit or in any part of the Subject of the Lease. In the event of the duration of the breach of obligation for more than fifteen (15) days after the exercise of the right to payment of the contractual penalty, the Landlord shall be entitled to claim and the Tenant shall be obliged to pay the contractual penalty repeatedly, even more than once.
- 11.5** In the event of the Tenant's delay in fulfilling the obligations specified in Article 8.1 and/or Article 8.3 (including Articles 8.3.1 and 8.3.2) and/or Article 8.4 of these Business Terms, the Landlord shall be entitled to demand from the Tenant and the Tenant shall be obliged to pay to the Landlord a contractual penalty equal to twice (2x) the Penalty Rent for each day of delay.
- 11.6** In the event of breach of any obligation specified in Article 3.2.1 and/or Article 3.2.3 and/or Article 3.2.4 and/or Article 3.2.6 and/or Article 3.2.11 and/or Article 3.2.13 and/or Article 3.2.16 and/or Article 3.2.19 and/or Article 3.2.20 and/or Article 3.2.23 and/or Article 3.2.25 and/or Article 3.2.29 and/or Article 3.2.43 and/or Article 3.2.46 and/or Article 3.2.51 of these Business Terms and/or Article 9.2 of the Contract, the Landlord shall be entitled to demand from the Tenant and the Tenant shall be obliged to pay to the Landlord a contractual penalty in the amount of CZK 15,000 for each individual breach. In the event of the duration of the breach of obligation for more than fifteen (15) days after the exercise of the right to payment of the contractual penalty, the Landlord shall be entitled to claim and the Tenant shall be obliged to pay the contractual penalty repeatedly, even more than once.

- 11.7** In the event of breach of any obligation specified in Article 3.2.10 and/or Article 3.2.10(a) of these Business Terms, the Landlord shall be entitled to demand from the Tenant and the Tenant shall be obliged to pay to the Landlord a contractual penalty in the amount of CZK 10,000 for each individual breach. In the event of the duration of the breach of obligation for more than fifteen (15) days after the exercise of the right to payment of the contractual penalty, the Landlord shall be entitled to claim and the Tenant shall be obliged to pay the contractual penalty repeatedly, even more than once.
- 11.8** In the event of breach of any obligation of the Tenant specified in Article 3.2.30 of these Business Terms, the Landlord shall be entitled to demand from the Tenant and the Tenant shall be obliged to pay to the Landlord a contractual penalty in the amount of CZK 100,000 for the breach of each individual obligation stipulated herein.
- 11.9** In the event of breach of any obligation specified in Article 2.4 of the Contract, the Landlord shall be entitled to demand from the Tenant and the Tenant shall be obliged to pay to the Landlord a contractual penalty in the amount of CZK 5,000 per day for the duration of the Tenant's breach of that obligation, unless the Tenant remedies such breach within thirty (30) days of delivery of a written request to remedy such a breach from the Landlord or a person authorised by the Landlord.
- 11.10** In the event of breach of any obligation of the Tenant specified in Article 3.2.54 of these Business Terms, the Landlord shall be entitled to demand from the Tenant and the Tenant shall be obliged to pay to the Landlord a contractual penalty in the amount of CZK 400,000 for the breach of each individual obligation.
- 11.11** In the event of breach of any obligation of the Tenant specified in Article 6.1 (including Articles 6.1.1 to 6.1.4) and/or Article 6.2 and/or Article 6.3 and/or Article 6.4 and/or Article 6.5 and/or Article 6.6 and/or Article 6.7 of these Business Terms, the Landlord shall be entitled to demand from the Tenant and the Tenant shall be obliged to pay to the Landlord a contractual penalty in the amount of CZK 100,000 for the breach of each individual obligation stipulated herein.
- 11.12** In the event of breach of any obligation of the Tenant specified in Article 6.11 of these Business Terms, the Landlord shall be entitled to demand from the Tenant and the Tenant shall be obliged to pay to the Landlord a contractual penalty the amount of which will correspond to all costs incurred by the Landlord as a result of breach of any obligation of the Tenant specified in Article 6.11, in particular costs incurred in connection with third-party claims asserted as a result of the executed Construction Work. This provision shall be without prejudice to the Landlord's right to damages in full.
- 11.13** In the event of breach of any obligation of the Tenant specified in Article 9.1 and/or Article 9.2 and/or Article 9.3 of these Business Terms, the Landlord shall be entitled to demand from the Tenant and the Tenant shall be obliged to pay to the Landlord a contractual penalty in the amount of CZK 30,000 for each individual breach. In the event of a breach of duty longer than fifteen (15) days from the exercise of the right to pay a contractual penalty, the Landlord is entitled to apply and the Tenant is obliged to pay the contractual penalty repeatedly, even more than once.
- 11.14** In the event of breach of any obligation of the Tenant specified in Article 3.2.8 and/or Article 3.2.12 and/or Article 3.2.21 and/or Article 3.2.22 and/or Article 3.2.24 and/or Article 3.2.33 of the Business Terms and/or Article IX, 9.1 and/or 9.2 of the Contract, the Landlord shall be entitled to demand from the Tenant and the Tenant shall be obliged to pay to the Landlord a contractual penalty in the amount of CZK 50,000 for each individual breach, unless the Tenant remedies such a breach within seven (7) days of receipt of the Landlord's written request to remedy such a breach. In the event of the duration of the breach of obligation for more than seven (7) days after the exercise of the right to payment of the contractual penalty, the Landlord shall be entitled to claim and the Tenant shall be obliged to pay the contractual penalty repeatedly, even more than once.
- 11.15** In the event of breach of any other obligation of the Tenant specified in these Business Terms and/or the Contract, the fulfilment of which is not explicitly secured with a contractual penalty in the Business Terms and/or the Contract above, the Landlord shall be entitled to demand from the Tenant and the Tenant shall

be obliged to pay to the Landlord a contractual penalty in the amount of CZK 15,000 for each individual breach, unless the Tenant remedies such a breach within seven (7) days of receipt of the Landlord's written request to remedy such a breach. In the event of the duration of the breach of obligation for more than seven (7) days after the exercise of the right to payment of the contractual penalty, the Landlord shall be entitled to claim and the Tenant shall be obliged to pay the contractual penalty repeatedly, even more than once.

- 11.16** In the event of competition of contractual penalties for the breach of the same obligation of the Tenant under the Contract and these Business Terms, only one of them shall apply, namely the higher of those contractual penalties. For the avoidance of doubt, the aforesaid rule on the competition of contractual penalties shall not apply to the repeated application of contractual penalties in the event of a repeated breach of obligation.
- 11.17** If the Tenant does not make any payment according to the Business Terms or the Contract in a due and timely manner, the Tenant shall be obliged to pay to the Landlord contractual default interest in the amount of 0.05 % of the amount due for each commenced day of delay.
- 11.18** This shall be without prejudice to the right to compensation for damage caused by a breach of an obligation the fulfilment of which is secured by contractual penalties pursuant to the Contract and the Business Terms.
- 11.19** This shall be without prejudice to the right to compensation for damage caused by any late payment under the Contract and the Business Terms, which is secured by default interest and/or for which payment of default interest is claimed.
- 11.20** In the event of competition of claims for the payment of a contractual penalty and default interest for the breach of the same obligation of the Tenant under the Contract and these Business Terms, each such claim shall be asserted separately and independently.

12. TERMINATION OF LEASE

12.1 The Contract may be terminated:

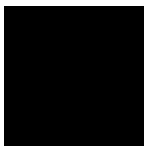
- 12.1.1 By written agreement of the Parties as of the date specified in such an agreement;
- 12.1.2 Upon the lapse of the Term of the Lease;
- 12.1.3 By notice of termination under the Contract or these Business Terms; or
- 12.1.4 By written withdrawal in the cases specified in these Business Terms.

12.2 The Landlord may terminate the Contract in writing before the lapse of the Term of the Lease if:

- 12.2.1 The Tenant uses the Subject of the Lease in violation of the Contract or the Business Terms (e.g. the Tenant has changed the line of business or assortment of the goods and/or services offered in any Business Unit without the prior written consent of the Landlord) and does not remedy the situation despite a written request, which determines a time limit for remedy of at least seven (7) calendar days; or
- 12.2.2 The Tenant is, for more than fifteen (15) calendar days, in arrears with the payment of the Rent or any portion thereof or the Price of the Services or any portion thereof under the Contract and these Business Terms and does not remedy such delay within seven (7) calendar days after receiving a request for the payment of the amounts due; or
- 12.2.3 The Tenant, despite a written notice in which the Landlord sets a time limit for the removal of the defective condition, grossly violates the fire safety of the building (i.e. the Building and/or the Subject of the Lease), peace or order; or

- 12.2.4 The Building in which the Subject of the Lease is located is to be removed or rebuilt in such a way that it prevents further use of the Subject of the Lease or a part thereof, and the Landlord may not and could not have foreseen this at the conclusion of the Contract; for this reason, the Landlord is entitled to terminate the Contract in writing in whole or in part before the lapse of the Term of the Lease even if (i) the decision to remove the Building and/or the decision to rebuild the Building was initiated by the Landlord's subjective wishes and/or (ii) the Landlord does not have a decision of the competent administrative authority on the removal or reconstruction of the Building at its disposal; or
- 12.2.5 The Tenant subleases the Subject of the Lease or provides the Subject of the Lease for use to another person without the prior written consent of the Landlord; or
- 12.2.6 The Tenant has carried out one of the intentions specified in Article 3.2.50 of these Business Terms; in that case, the Landlord shall be entitled to terminate the Contract within one (1) month of the day when the Landlord demonstrably learned of the implementation of that intention, but no later than within one (1) year of the implementation of that intention; the Landlord shall have this right even if the Tenant informed the Landlord of such an intention in a due and timely manner pursuant to Article 3.2.50 of the Business Terms; or
- 12.2.7 The Tenant and/or a person close to the statutory representative and/or a member of the Tenant's supervisory body, or the Tenant's parent and/or controlling entity (including members of the governing and supervisory bodies) (i) by its actions interferes and/or threatens to interfere with the Landlord's reputation or the reputation of the Landlord's legal successor, and/or (ii) by its actions violates and/or threatens to violate the legitimate interests of the Landlord or its legal successor, and/or (iii) by its actions causes and/or threatens to cause non-property damage to the Landlord or its legal successor (in particular, but not exclusively, non-pecuniary damage to the interests for the promotion of which the Landlord or its legal successor was established), and/or (iv) by its actions reduces and/or threatens to reduce the public opinion about the Landlord or its legal successor; or
- 12.2.8 The Tenant does not cease to breach any of its obligations set forth in Article 2.4 of the Contract even after thirty (30) days from the delivery of the Landlord's written notice of breach of the obligation; or
- 12.2.9 The Tenant repeatedly violated other provisions of the Contract and/or the Business Terms despite the prior written notice of the Landlord, and did not remedy the situation even after thirty (30) days from the delivery of the Landlord's written notice of breach of the obligation; or
- 12.2.10 Changes of legal regulations occur, either at the EU or at the national level, or there is a shift of an internationally (in several EU countries) recognised standard/measure concerning security, operation or smoothness of passenger check-in, the implementation of which in the conditions of the Airport will require a change to the location of the Business Unit; or
- 12.2.11 The Tenant rejects the new wording of (i) the Rules for Construction Work within the time limit pursuant to Article 6.1.3 or (ii) the Internal Regulations within the time limit pursuant to Article 3.2.10(c) of the Business Terms.

The Landlord is entitled to unilaterally determine in the notice whether the notice will be given in relation to the entire Subject of the Lease or only in relation to a specific Business Unit (if the Subject of the Lease consists of more than one Business Unit) or in relation to a specific part of the Subject of the Lease. In such a case, the lease shall continue in accordance with the Contract to the extent of the remainder of the Subject of the Lease until the expiry of the Term of the Lease. MAG for the next twelve (12) months of the Term of the Lease shall be determined in the manner specified in the provisions of Article 4.8 of the



Contract and any other payments shall be adjusted by the Landlord accordingly taking into account the floor area of the Subject of the Lease by which the Subject of the Lease has been reduced.

12.3 The Tenant may terminate the Contract in writing only if:

12.3.1 The Subject of the Lease becomes unfit for use for the Purpose of the Lease according to the Contract with no fault of the Tenant; or

12.3.2 The Landlord, despite a written notice of the Tenant after the lapse of a time limit for remedy set by the Tenant, which shall not be shorter than thirty (30) days, grossly violates its obligations in the maintenance and repairs of the Subject of the Lease to which it is obliged; or

12.3.3 The Landlord has partially terminated the Contract for the reason stated in Article 12.2.4 of these Business Terms.

For the above-mentioned reasons, the Tenant shall be entitled to terminate the Contract as a whole or even only in relation to a part of the Subject of the Lease.

In the event the incapacity for use referred to in Article 12.3.1 or breach of the Landlord's obligation in maintenance and repairs of the Subject of the Lease referred to in Article 12.3.2 applies only to a part of the Subject of the Lease (i.e. only one Business Unit or some Business Units or a part of the Subject of the Lease), then the Tenant shall be entitled to terminate the Contract only in relation to such affected part of the Subject of the Lease (i.e. only in relation to the affected Business Unit(s) or the affected part of the Subject of the Lease). In such a case, the lease shall continue under the Contract to the extent of the remainder of the Subject of the Lease until the lapse of the Term of the Lease, MAG shall be adjusted in the manner specified in the relevant provision of the Contract, and all other payments shall be adjusted by the Landlord accordingly taking into account the sales area of the Subject of the Lease by which the Subject of the Lease has been reduced.

12.4 The notice of termination of the lease (Contract) must be given in writing and delivered to the other Party. The notice of termination by the Tenant due to the reason specified in Article 12.3(c) above must be delivered to the Landlord within two (2) months of the date of delivery of the prior partial notice of the Landlord. The notice period shall begin on the first (1st) day of the month following the month in which the written notice was delivered to the other Party. The notice period for the reasons stated in the previous Articles 12.2 and 12.3 shall be one (1) month, except for the reasons stated in Articles 12.2.4 and 12.2.10, where the notice period shall be six (6) months, and the reasons stated in Article 12.3.3, where the notice period shall end on the same day as the notice period for the previous notice given by the Landlord. In the event of termination or partial termination of the lease (Contract) by the Landlord, the Landlord shall not be obliged to provide the Tenant with any severance pay, compensation or other compensatory performance, except for the payment of the Proportionate Costs pursuant to Article 12.8 of the Business Terms.

12.5 For the purposes of Article 12.3.1, the Subject of the Lease shall be considered unfit for use if (i) its condition as a result of a breach of the Landlord's obligations arising from the Business Terms or the Contract or relevant legal regulations prevents the Tenant from using any part of the Subject of the Lease for more than one calendar (1) month and the Landlord does not rectify the situation within an additional time limit of fifteen (15) business days from the Tenant's written request to do so, or (ii) its condition otherwise prevents the Tenant from using any part of the Subject of the Lease for more than three (3) calendar months during the entire Term of the Lease for another reason not caused, even in part, by the Tenant, and the Landlord does not rectify the situation within an additional time limit of twenty (20) business days from the Tenant's written request to do so.

12.6 The Landlord may, by delivering a written notice to this effect, withdraw from the Contract with effect as of the date of delivery of the written notice to the Tenant before the lapse of the Term of the Lease. Such withdrawal may be based on the following reasons:

- 12.6.1 The Tenant is in arrears with any mandatory payment by more than fifteen (15) calendar days and does not make the payment even within an additional time limit of seven (7) calendar days from the Landlord's written request; or
- 12.6.2 Without the prior written consent of the Landlord, the Tenant transfers to a third party its rights and/or obligations arising from the Business Terms or the Contract or, without the prior written consent of the Landlord, assigns the Contract to a third party or allows a third party to use the Subject of the Lease or a part thereof on the basis of a sublease contract or under a legal title other than a sublease contract or without any legal title; or
- 12.6.3 The Tenant finds itself in a situation where (i) the court initiates insolvency proceedings in accordance with the valid and effective law governing insolvency, bankruptcy and methods of resolving it (hereinafter the "Insolvency Act"), or (ii) the court decides on bankruptcy in accordance with the Insolvency Act, or (iii) the court decides to cancel the bankruptcy because the debtor's assets are not entirely sufficient to satisfy the creditors' claims, or (iv) the Tenant files an insolvency petition against itself in accordance with the Insolvency Act, or (v) a decision is taken on a mandatory or voluntary dissolution of the Tenant (except for cases of merger or amalgamation or other case of legal succession); or
- 12.6.4 The Tenant does not obtain or is legally deprived of any permits, concessions, trade licences, approvals, consents or licences required to operate the line of business to which the Tenant has undertaken in this Contract and/or the Tenant terminates a contract or a contract is terminated with the Tenant (e.g. franchise contract) and/or the Tenant loses the authorisation or permit or licence (e.g. the manufacturer's authorisation to sell goods or provide services of a certain brand) for the sale of the goods and/or for the provision of the services specified in the Purpose of the Lease; or
- 12.6.5 The Tenant (i) does not open and/or (ii) suspends or interrupts the operation of its business activities in the Subject of the Lease in accordance with the Purpose of the Lease agreed in the Contract and does not resume its activities within a reasonable time limit specified by the Landlord in a written request sent to the Tenant; or
- 12.6.6 The Tenant violates the provisions of Article 3.2.33, 3.2.42, 3.2.45 and/or 3.2.46 of the Business Terms in any way, and such a breach is not remedied even within an additional time limit of fifteen (15) calendar days, or the Tenant does not secure the necessary measures to comply with these provisions; or
- 12.6.7 During the Term of the Lease, for a period of six (6) consecutive calendar months (excluding the months for which the Tenant was entitled to request an exemption from the opening hours under this Contract, regardless of whether the Tenant requested such an exemption), the Tenant achieves, in each month of that six-month period, such Turnover and Turnover from Foreign Exchange Rate Gains per one (1) Passenger that is less than the Turnover/PAX; this reason for withdrawal from the Contract shall not affect the Tenant's obligation to pay the Rent; or
- 12.6.8 The Tenant fails to fulfil its obligation specified in Article 3.2.50 of these Business Terms and/or a third party who, according to Article 3.2.50 of the Business Terms, assumes, even partially, the rights and obligations of the Tenant under the Contract, has any outstanding payables to the Landlord that are overdue for more than sixty (60) days as of the date of such assumption of rights and obligations and/or such a third party does not meet all requirements in the field of civil aviation security and the protection of civil aviation against acts of unlawful interference as established by applicable law. In the case of doubt, that third party shall be deemed to comply with the requirements of the applicable legal regulations concerning the operation of the Airport if it submits to the Landlord an affirmative opinion of the Civil Aviation Authority of the Ministry of Transport concerning this matter; or

- 12.6.9 The Tenant fails to provide the Landlord with a Proof of Insurance within the time limit pursuant to Article VIII of the Contract and according to the conditions specified in Article 3.2.30 of these Business Terms; or
 - 12.6.10 The Tenant violates any other of its obligations specified in Article 3.2.30 of these Business Terms and does not remedy such a breach even within an additional reasonable time limit specified in the Landlord's written request to eliminate such a breach, which shall not be shorter than ten (10) calendar days; or
 - 12.6.11 The Tenant does not deposit the Security in the account in the amount and within the time limit specified in the Contract, or does not provide the Landlord with a Bank Guarantee pursuant to Article 7 of the Contract and according to the conditions specified in Article 9 of these Business Terms; or
 - 12.6.12 The Tenant violates any other of its obligations specified in Article 9 of these Business Terms and does not remedy such a breach even within an additional reasonable time limit specified in the Landlord's written request to eliminate such a breach, which shall not be shorter than ten (10) calendar days; or
 - 12.6.13 The Tenant violates its obligation in the field of fire protection and safety and, by its actions, damages the technology of fire detection and fire alarm systems, electronic security systems and other fire safety equipment including fire extinguishers, and does not remedy such violation even within an additional reasonable time limit specified in the Landlord's written request to eliminate such violation, which shall not be shorter than ten (10) calendar days; or
 - 12.6.14 The Tenant and/or a person close to the statutory representative and/or a member of the Tenant's supervisory body, or the Tenant's parent and/or controlling entity (including members of the governing and supervisory bodies) (i) by its actions interferes and/or threatens to interfere with the Landlord's reputation or the reputation of the Landlord's legal successor, and/or (ii) by its actions violates and/or threatens to violate the legitimate interests of the Landlord or its legal successor, and/or (iii) by its actions causes and/or threatens to cause non-property damage to the Landlord or its legal successor (in particular, but not exclusively, non-pecuniary damage to the interests for the promotion of which the Landlord or its legal successor was established), and/or (iv) by its actions reduces and/or threatens to reduce the public opinion about the Landlord or its legal successor; or
 - 12.6.15 The Tenant violates another obligation under the Contract and does not remedy such a breach even within an additional reasonable time limit specified in the Landlord's written request to eliminate such a breach, which shall not be shorter than ten (10) calendar days, or the Tenant repeatedly violates any obligation under this Contract despite repeated notices by the Landlord, such violations by the Tenant occurring either intentionally or negligently.
- 12.7 The Parties have expressly agreed that, in the event the Contract is terminated by the Landlord before the lapse of the Term of the Lease for any of the reasons specified in Articles 12.2.1, 12.2.2, 12.2.3, 12.2.5, 12.2.7, 12.2.8, 12.2.9, 12.2.11 or Articles 12.6.1, 12.6.2, 12.6.4, 12.6.5, 12.6.6, 12.6.8, 12.6.10, 12.6.12, 12.6.13, 12.6.14 or 12.6.15, the Tenant shall be obliged to:
- 12.7.1 In the event less than 12 months remain until the end of the originally agreed Term of the Lease, reimburse the Landlord in connection with a breach on the part of the Tenant and early termination of the Contract in an amount corresponding to the amount calculated as the product of (a) the quotient of the amount of Security or Bank Guarantee in the current version of this Contract and the number 3 and (b) the number of months remaining until the end of the originally agreed Term of the Lease, or
 - 12.7.2 In the event more than 12 months remain until the end of the originally agreed Term of the Lease, reimburse the Landlord in connection with a breach on the part of the Tenant and early



termination of the Contract in the amount of four times the amount of the Security or Bank Guarantee in the current version of this Contract

(hereinafter the "**Compensation**").

The Compensation shall be payable within thirty (30) days of the date of delivery of the Landlord's written request for payment to the Tenant. Payment of the Compensation shall be without prejudice to the Landlord's right to damages exceeding the Compensation.

- 12.8** In the event the Contract is terminated in whole or in part by the Landlord before the lapse of the Term of the Lease for the reason specified in Article 12.2.4 or in Article 13.4 of these Business Terms, the Landlord shall be obliged to reimburse to the Tenant a proportion of the costs of the Initial Construction Work for that part of the Subject of the Lease which was subject to the termination or withdrawal by the Landlord (hereinafter the "**Proportionate Costs**"), as set out below in this Article. The Proportionate Costs shall be payable within ninety (90) days of the date of termination of the Contract by the Landlord.

The Proportionate Costs, including the relevant VAT, shall be determined on the basis of the following calculation:

$$X = (A \div B) \times C$$

where:

X = Proportionate Costs

A = an amount corresponding to the actual costs of the Initial Construction Work, but not exceeding CZK 13,500 for one (1) m² of that part of the Subject of the Lease which was affected by the termination or withdrawal by the Landlord. The Tenant is obliged to document the actual costs of the Initial Construction Work with invoices/accounting documents.

B = the total number of months in the five-year period from the beginning of the Term of the Lease, i.e. 60

C = the number of months remaining from the date of termination of the Contract by the Landlord until the expiry of the five-year period calculated from the beginning of the Term of the Lease.

If the Landlord terminates the lease relationship only for a part of the Subject of the Lease and the lease relationship under the Contract continues to the extent of the remainder of the Subject of the Lease, then the Proportionate Costs shall be reduced proportionately and shall relate only to the floor area of the part of the Subject of the Lease by which the Subject of the Lease has been reduced.

13. CHANGE TO THE SUBJECT OF THE LEASE DUE TO THE TENANT'S RELOCATION

- 13.1** The Tenant understands that during the Term of the Lease the concept of the composition of tenants at the Airport may change.

- 13.2** The Tenant agrees that the Landlord is entitled at any time to invite the Tenant to negotiate on the relocation of the Subject of the Lease or a part thereof to another area and/or to other premises or room within the Airport, which shall be at least comparable to the original Subject of the Lease or the relevant Business Unit in terms of location (within the areas and/or premises of the Airport) and basic technical parameters, including the floor area and customer access conditions; the Tenant shall be obliged to negotiate such relocation with the Landlord in good faith.

- 13.3** The reason for relocating the Subject of the Lease or a part thereof as regards specific Business Units and/or their parts and/or parts of the Subject of the Lease within the Airport may be, in particular:

13.3.1 Change in the concept of the composition of tenants at the Airport;

- 13.3.2 Change of the marketing or sales concept of the Airport, which causes the need to relocate the Subject of the Lease or a part thereof as regards specific Business Units and/or their parts and/or parts of the Subject of the Lease, including changes in the floor area;
- 13.3.3 Change of legal regulations, either at the EU or at the national level, or shift of an internationally (in several EU countries) recognised standard/measure concerning security, operation or smoothness of passenger check-in, the implementation of which in the conditions of the Prague/Ruzyně International Public Civil Airport will require adjustment of deployment of the Business Units or the Subject of the Lease or parts of the Subject of the Lease; or
- 13.3.4 Construction changes to the Building or the Airport, in particular the construction or reconstruction of the Airport's infrastructure.
- 13.4 If the Landlord requests the relocation of the Subject of the Lease or a part thereof as regards specific Business Units and/or their parts and/or parts of the Subject of the Lease for one or more of the reasons stated in this Article, and if, within one (1) month of the delivery of the request to relocate the Subject of the Lease or a part thereof, a complete agreement between the Landlord and the Tenant on the relocation of the Subject of the Lease or a part thereof is not reached, i.e. no amendment to the Contract is concluded to govern the change of the Subject of the Lease, consisting in replacing the existing Subject of the Lease with another subject of the lease agreed by the Parties, the Landlord shall be entitled to withdraw from the Contract regarding the part of the Subject of the Lease for which no agreement on relocation has been reached, with effect at the time of delivery of the withdrawal to the Tenant.
- 13.5 The Tenant is entitled to demand, in connection with the relocation of the Subject of the Lease, the reimbursement of any reasonable and demonstrably incurred costs associated with the relocation of the Subject of the Lease within the Airport.
- 13.6 The Tenant shall remain bound by the Contract upon the relocation, provided that the Landlord's obligations under this Article have been fulfilled, and shall have no right to withdraw from the Contract or terminate it in any other way after its conclusion for reasons consisting in the relocation of the Subject of the Lease or any part thereof.

14. FINAL PROVISIONS

14.1 Communication.

- 14.1.1 Unless otherwise provided in the Contract in a particular case, any notifications, requests or other communications made by either Party under the Contract shall be made in writing and shall be deemed to have been duly made as soon as they are delivered to the other Party in person, by courier service providing delivery verification, by registered post, by fax or via data box within the meaning of Act No. 300/2008 Coll., on Electronic Acts and Authorised Conversion of Documents, as amended (hereinafter the "Data Box Act"), to the relevant addresses and contact details listed in the Contract or to another address or contact details which the relevant Party notifies to the other Party in a manner pursuant to this provision.
- 14.1.2 All notifications made under the Contract shall be deemed to have been delivered:
- (a) At the time of their delivery if they are delivered in person;
 - (b) On the day of their physical receipt by the addressee in the event of personal delivery or delivery by courier; or
 - (c) On the day specified in the return receipt in the event of delivery by registered post; or
 - (d) On the day indicated in the confirmation of an uninterrupted fax transmission in the case of delivery by fax; or

- (e) On the day of login of the Tenant or the Landlord into the data box according to the Data Box Act; or
- (f) On the third day after demonstrable sending where the Party fails to receive the consignment at the address valid for sending post according to the Contract or the Commercial Register (including registered post). For the avoidance of doubt, the provisions of the preceding sentence shall not apply to Article 14(14.1)(e)).

The Contract regulates contact persons. The Parties are entitled to change contact persons without concluding an amendment to the Contract on the basis of a written notification sent by registered post to the governing body of the Tenant or the Landlord to the address of the relevant Party specified in the header of the Contract.

14.2 Set-off.

- 14.2.1 The Tenant is not entitled to set off its obligations against receivables from the Landlord, nor to assign such receivables, including receivables from the Contract or arising in connection with the Contract, to a third party, unless a court finally decides on those receivables or unless the Landlord recognises them in writing.
- 14.2.2 Furthermore, the Tenant is not entitled to set off, with a unilateral statement, any of its receivables from the Landlord, including uncertain receivables. The Landlord is entitled to set off its receivables from the Tenant unilaterally, including uncertain receivables.
- 14.2.3 The Landlord is entitled to set off any payment or receivable of the Tenant, including the Security or Bank Guarantee, made on the basis of this Contract, against the oldest receivables from this Contract or from these Business Terms, and will only inform the Tenant thereof in writing, to the address specified in the header of the Contract or to the delivery address if specified in the Contract.

14.3 Debt settlement.

- 14.3.1 Sections 1932 and 1933 of the Civil Code shall not apply.
- 14.3.2 If the Tenant is to fulfil several obligations to the Landlord and the provided performance is not sufficient to fulfil all obligations, the Landlord shall be entitled to determine which obligation of the Tenant towards the Landlord will be covered first.

14.4 Assignment of rights and obligations, assignment of the Contract, transfer of rights arising from the Contract.

- 14.4.1 The Tenant is entitled to assign its rights or receivables from this Contract or assign the Contract as a whole only with the prior written consent of the Landlord.

14.5 Transfer of the lease of premises for business. The Tenant is entitled to transfer the lease of the Subject of the Lease only with the express prior written consent of the Landlord.

14.6 Waiver of rights.

- 14.6.1 If the Landlord finds that the Tenant has breached the Contract and does not immediately send the Tenant the relevant notice or does not otherwise act accordingly, it shall not mean that the Landlord forgives such breach of the Contract or waives the rights arising from such breach of the Contract.
- 14.6.2 The Landlord may notify the Tenant of the breach of the Contract at any time and may take such measures as are in accordance with the Contract and the relevant legal regulations. No waiver by the Landlord shall be valid unless made in writing for each individual case.

14.7 Third-party performance. In the case of non-monetary performances, the Landlord shall not be obliged to accept the performance offered to it by a third party with the consent of the Tenant.

14.8 Change of owner. If the owner of the Subject of the Lease changes, then the rights and obligations from the lease shall pass to the new owner. The Tenant shall have no right to terminate the Contract and terminate the lease only because the owner of the Subject of the Lease has changed.

14.9 Changes and amendments.

14.9.1 The Contract, together with its annexes, shall constitute the entire agreement of the Parties with respect to its subject-matter and supersede any prior written or oral agreements and arrangements of the Parties in connection with that subject-matter.

14.9.2 No changes or amendments to this Contract shall be valid unless made by numbered written amendments signed by authorised representatives of both Parties.

14.9.3 No negotiations to amend or supplement this Contract or any agreement may be considered binding prior to the conclusion of the relevant amendment or agreement, and no action by either Party prior to the conclusion of the relevant amendment or agreement shall imply an obligation to conclude the relevant amendment or agreement.

14.9.4 The Parties have agreed that their pre-contractual liability is excluded and Section 1729 of the Civil Code shall not apply.

14.10 Deviating provisions in the Business Terms and in the Contract.

14.10.1 If certain provisions of the Contract deviate from the provisions in the Business Terms, the provisions in the Contract deviating from the provisions in the Business Terms shall prevail.

14.11 Confidentiality.

14.11.1 The Parties shall treat all information contained in or obtained in connection with this Contract as confidential.

14.11.2 Without the prior written consent of the other Party, neither Party may disclose such information to any third party, except where (a) such communication is required by law, or (b) by the competent authorities acting in accordance with the law, or (c) the information in question is already publicly available in accordance with applicable law or the Contract, or (d) the information is made available to legal or other advisors of the Party concerned, provided that such advisors are bound by professional secrecy to the same or even greater extent contractually or by law, or (e) such information is necessary to protect the legitimate interests of the relevant Party in the event of a breach of the obligations under the Contract by the other Party, or (f) such information is communicated to the extent necessary to the founder or shareholders or members of the relevant Party, or (g) this information is communicated to those interested in purchasing the Tenant or the Landlord or the entire Airport in which the Subject of the Lease is located, provided that such parties interested are bound by confidentiality to the same or greater extent as in this paragraph, or (h) this information is provided in a tender or inquiry procedure to participants in such tender or inquiry procedure, or (i) this information is provided to third parties under the conditions set out in the Contract or the Business Terms (especially Article 3.2.41 of the Business Terms).

14.12 Governing law.

The rights and obligations of the Parties which are not explicitly regulated by the Contract or these Business Terms shall be governed by the provisions of Act No. 89/2012 Coll., the Civil Code, as amended, and other applicable legal regulations of the Czech Republic. The Contract, the Business Terms, the lease relationship between the Landlord and the Tenant and the rights and obligations of the Parties arising from it shall be governed by and construed in accordance with the laws of the Czech Republic. The

Landlord and the Tenant agree that the termination of this Contract shall be governed exclusively by the Business Terms and the Contract. The Parties agree that Section 1765, Section 1766, Section 1809, Sections 1977-1979, Section 2000, Sections 2002-2004, Section 2208, Section 2209, Section 2210(2) and (3), Section 2212, Section 2223, Section 2227, Section 2232, Section 2287, Section 2303, Section 2305, Section 2308, Section 2311, Section 2314, Section 2315 and Section 2050 of the Civil Code shall not apply to the Contract and relations arising from the Contract.

- 14.12.1 Within the meaning of Section 1765(2) of the Civil Code, the Tenant assumes the risk of a substantial change of circumstances, which may establish a particularly gross disproportion in the rights and obligations of the Parties. Thus, the Tenant shall not have the right to demand the resumption of negotiations on the Contract in the event of such a substantial change of circumstances within the meaning of Section 1765(1) of the Civil Code. At the same time, in accordance with Section 2000(2) of the Civil Code, the Tenant waives the right to demand the cancellation of any obligation.
- 14.12.2 The Tenant is not entitled to file a motion to the court to change the obligation under the Contract in accordance with Section 1766 of the Civil Code.
- 14.12.3 The Tenant's right to terminate the Contract without notice period pursuant to the last sentence of Section 2208(1) of the Civil Code is excluded.
- 14.12.4 Section 2209 of the Civil Code is excluded; the Landlord therefore has the right to make changes to the Subject of the Lease during the term of the lease at its own discretion.
- 14.12.5 In the event a repair of the Subject of the Lease lasts unreasonably long in relation to the Term of the Lease, or if the repair makes it difficult to use the Subject of the Lease beyond the usual, or if it is not possible to use the Subject of the Lease during the repair, the Tenant shall not be entitled to request a replacement subject of the lease under Section 2210(3) of the Civil Code.
- 14.12.6 The Landlord is not obliged to provide the Tenant with protection pursuant to Section 2212 of the Civil Code in the event a third party exercises ownership or other right to the Subject of the Lease or requests the surrender or eviction of the Subject of the Lease, even if the Tenant so requests. The Tenant is not entitled to terminate the Contract in the case of non-provision of protection by the Landlord pursuant to Section 2212 of the Civil Code. Furthermore, the Tenant is not entitled to demand any discount on the Rent if it is disturbed in the use of the Subject of the Lease or otherwise affected by the actions of a third party, even if such actions of the third party have been notified to the Landlord.
- 14.12.7 The Tenant is not entitled to:
 - (a) Terminate the Contract without notice period according to Section 2227 of the Civil Code, i.e. in the event the Subject of the Lease becomes unusable for the agreed Purpose of the Lease for reasons not on the part of the Tenant. This provision shall be without prejudice to Article 12.3.1 of the Business Terms;
 - (b) Terminate the Contract without notice period pursuant to Section 2232 of the Civil Code if the Landlord breaches its obligations in a particularly serious manner, and thereby causes significant damage to the Tenant. This provision shall be without prejudice to Article 12.3.2 of the Business Terms;
 - (c) Terminate the Contract before the lapse of the agreed Term of the Lease pursuant to Section 2308 of the Civil Code in the event (i) the Tenant loses the ability to perform the activities for which the Subject of the Lease is intended, or (ii) the Subject of the Lease ceases to be eligible for the activities for which the Subject of the Lease was intended for objective reasons, and the Landlord does not provide the Tenant with adequate replacement premises (this provision ad (ii) shall be without prejudice to Article 12.3.1

of the Business Terms), or (iii) the Landlord grossly violates its obligations to the Tenant (this provision and (iii) shall be without prejudice to Article 12.3.2 of the Business Terms);

- (d) Withdraw from this Contract pursuant to Sections 1977-1979 and Sections 2002-2004 of the Civil Code or terminate it for reasons other than those agreed in this Contract and/or the Business Terms;
- (e) Terminate the Contract pursuant to Section 2287 of the Civil Code, i.e. in the event of a change in the circumstances on which the Parties apparently relied when the obligation under this Contract was established.

14.12.8 In the event of termination of the lease (Contract) by the Landlord, the Landlord shall not be obliged to provide the Tenant with any severance pay, compensation or other compensatory performance pursuant to Section 2223 of the Civil Code.

14.12.9 In the event of termination of the Contract, the provisions of the Civil Code on the termination of the lease of an apartment for a fixed period pursuant to Section 2311 of the Civil Code shall not apply.

14.12.10 The provisions of the Civil Code on the provision of services related to the lease of an apartment pursuant to Section 2303 of the Civil Code shall not apply to services provided in connection with the lease pursuant to this Contract.

14.12.11 Without the prior written consent of the Landlord, the Tenant is not entitled to provide the real estate where the Subject of the Lease is located with any signboards, signs and similar designations, to a reasonable extent, according to Section 2305 of the Civil Code, even if the Landlord does not express its opinion within one month of receiving the Tenant's request for consent.

14.12.12 The Parties agree that the exercise of the rights of the Parties under Section 2314 of the Civil Code, as amended, shall not affect the rights and obligations of the Parties under this Contract, especially in relation to the termination of lease, eviction of the Subject of the Lease, its handover to the Landlord and related rights and obligations. The Parties expressly agree that any objection filed by the Tenant pursuant to Section 2314(1) of the Civil Code, as amended, shall not establish the right of the Tenant to continue using the Subject of the Lease after the date as of which the lease expired as a result of termination or withdrawal by the Landlord.

14.12.13 The Tenant is not entitled to claim any compensation for the advantage of the Landlord or the new tenant which they obtained by taking over the customer base built by the Tenant pursuant to Section 2315 of the Civil Code.

14.13 Dispute resolution.

14.13.1 The Parties undertake to resolve any disputes or differences arising from or in connection with this Contract in an amicable manner.

14.13.2 If the Parties fail to settle any dispute or conflict amicably within a reasonable period of time not exceeding thirty (30) days, such dispute or conflict shall be resolved by the courts of the Czech Republic and shall be dealt with in accordance with laws and other legal regulations of the Czech Republic governing this contractual area.

14.13.3 The competent court in the Landlord's subject-matter and territorial jurisdiction has been chosen by the Parties as the court competent to resolve any disputes.

14.14 Force and effect. These Business Terms shall enter into force and effect as an integral part of the Contract on the same day as the Contract enters into effect.

The Rent from Turnover, the method of calculation, rates, a sample Notification of the payment of a share in the sales generated in the Landlord's premises leased under Contract No.

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Annex No. 5a

The Rent from Turnover, the method of calculation, rates, a sample Notification
of the payment of a share in the sales generated in the Landlord's premises leased under Contract No.

Table with multiple columns and rows, containing various numerical values and text, including a sample notification of payment of a share in the sales generated in the Landlord's premises leased under Contract No.

Annex No. 7

Issuing bank's identity:

BANK GUARANTEE
No.

Landlord: Letiště Praha, a. s., registered office K letišti 1019/6, Ruzyně, postal code 161 00 Praha 6, Registration No.: 282 44 532

Tenant (our client):, with its registered office at, registration No.:

Contract: Contract for , No. dated, the subject matter of which is

Dear Sir/Madam,

We have been informed by our client that a bank guarantee should be provided in favour of the Landlord to cover contractual obligations under the Contract.

At the command of our client, we, with our registered office at with its registered office at Registration No.:, registered in the Commercial Register administered by, entry, section, **accept this bank guarantee and irrevocably and unconditionally undertake to pay to the Landlord's account funds up to the total amount of**

..... **CZK**
(in words: Czech crowns),

without having to examine the associated legal relationship and without raising any objections concerning that relationship. We will make the payment without undue delay upon receipt of the Landlord's first written call in which the Landlord declares that our Client has not fulfilled its obligations under the Contract and, at the same time, in which the Landlord specifies the unfulfilled obligation.

This bank guarantee shall cease to exist automatically:

1. on the day when the original of this guarantee document is returned to us, or
2. on the day when we receive a declaration from the Landlord that it has released us from all obligations arising from this bank guarantee and that it has no claims against us from this bank guarantee, or
3. by payment of the entire guaranteed amount, or
4. **no later than.....,** whichever comes first.

A call from the Landlord, if any, must be delivered to us no later than on the day on which the bank guarantee ceases to exist, as stated above.

Okomentoval(a): [HM1]: Den platnosti záruky by měl reflektovat OP, tedy mělo by jít o datum platnosti smlouvy + 90 dní.

Any call from the Landlord and/or waiver declaration must be delivered to us in person or by a messenger service or by registered mail to the address, or to the address of the registered office of our company according to the Commercial Register on the day when the bank guarantee is used, if in the meantime the registered office of our company changes the call and/or waiver declaration must be signed by persons authorised to act on behalf of the Landlord and their signatures on the call and/or waiver declaration must be officially authenticated or verified by the Landlord's bank.

The rights under this bank guarantee are non-transferable and the receivables under this bank guarantee are not assignable.

This bank guarantee is governed by Czech law; any potential disputes shall be settled by the relevant court with proper jurisdiction with its seat in Prague.

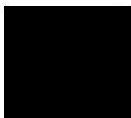
Yours sincerely,

Date:

Name of the
bank:

Name:

Office:



Annex 8 - Waste Management System

Information for Terminal 1 and Terminal 2 Users - Letiště Praha a.s.

As of 01 July 2016, waste management services in Terminal 1 and 2 are provided to Letiště Praha a.s. by **Komwag, podnik čistoty a údržby města, a.s.** (hereinafter referred to only as Komwag a.s., or the collection company). Under this contract, collection, sorting and liquidation of wastes originating in the premises of Terminal 1 and Terminal 2 are provided. For this purpose, Komwag a.s. distributes plastic waste bags indicated with the type of waste, bar code and the collection company name to cleaning companies and tenants. Each filled bag must be properly closed by a single-use closing brace distributed together with the bag.

In the Central Waste Storage (CWS) operated by Komwag a.s., individual waste producers may pick the required number of waste bags. Bags must be ordered at least 3 business days in advance. The period for returning bags into CWS is 2 months from the pick-up date (after this period expires, the CWS operator may claim payment for non-returned bags). CWS working hours are from 06:00 a.m. to 06:00 p.m. every day.

Tenants shall hand over the filled and closed waste bags directly to the cleaning company, or put them into designated hand-over rooms adjoined to the waste management areas of Terminal 1 and Terminal 2.

Transport of wastes:

- Transport of bags into CWS (except for bio-waste) is usually carried out by the cleaning company.
- Transport of bio-waste is carried out by an external supplier through Letiště Praha a.s.
- Transport of bulk waste into CWS is carried out directly by waste producers (foils, paperboards, ...)

List of wastes:

15 01 01	Paper and cardboard packages (paper, paperboards)
15 01 02	Plastic packages (plastic)
15 01 04	Metal packages (metals)
15 01 05	Composite packages
15 01 07	Glass packages (glass)
20 01 08	Biologically degradable waste from kitchens and canteens (bio-waste)
20 03 01	Mixed communal waste (residual waste)

Komwag a.s. handles all wastes in a qualified manner and provides for additional sorting, pressing and liquidation of wastes. Dangerous wastes may not be dumped in any of the above-mentioned groups!

All terminal users are bound to sort wastes as their general obligation.

In the case of production of other than the above-mentioned types of waste, producers must contact Letiště Praha, a.s who shall provide for liquidation of such wastes outside the CWS waste management system at a fee.

Contact persons

Komwag, a.s.:

Lubomír SUKUP Waste Division Technician Telephone: 236 040 036 Mobile: 737 242 200 E-mail: odpady.TO@komwag.cz	Luděk PRCHAL Waste Division Technician Telephone: 236 040 020 Mobile: 603 461 790 E-mail: ludek.prchal@komwag.cz
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Letiště Praha, a.s.

Ecologist - 220 11 16 12, 724 533 286

Komwag, podnik čistoty a údržby města, a.s.

Perucká 2542/10 » 120 00 Praha 2 - Vinohrady » Telephone: +420 236 040 000

www.komwag.cz » E-mail: komwag@komwag.cz » www.facebook.com/komwagas

CNT-2017-8382

Mixed communal waste - black bags

What belongs here:

- In principal, it is a waste that cannot be sorted anymore and ends in dumps or communal waste incineration plants.

What does not belong here:

- Dangerous waste
- Usable waste (such as paper, glass, plastics)

Paper and cardboard - blue bags

What belongs here:

- Newspapers, magazines (no need to remove metal braces)
- Notebooks, books without hard covers (paperbacks) or coated spines
- Cardboard boxes (pressed), paper packages (such as from flour, sugar, salt)
- Tea and all other food boxes
- Office paper

What does not belong here:

- Oily and otherwise heavily dirtied paper (such as from food, wall-painting)
- Magazines with plastic covers (you can separate the cover and throw the paper inside in the container only)
- Packages from eggs, toilet paper or paper towel rolls - as they are the last processing stage of already recycled paper, the fibers are too short and may not be used for production any more
- Used paper handkerchiefs, towels, sanitary pads, diapers, napkins
- Multiple-layer packages (cardboard drink packs)
- Carbon paper (copying), waxed paper (cups) and tar paper

Plastic - yellow bags

What belongs here:

- PET drink bottles (pressed, including lids)
- Cups and dishes from food products
- Plastic, polyethylene bags
- Microtene bags
- Plastic jars from washing agents (rinsed)
- Foils, polystyrene
- Plastic products (such as toothbrushes, CD and DVD packages, toys)

What does not belong here:

- Floor coverings, carpets
- Novodur pipes
- Oil packages (even from food oil) - grease hampers recycling
- Paints, chemicals and other dangerous substances packages
- PVC, foam rubber, cables
- Gum, tires
- Dirtied plastic jars and packages

Glass - green bags

What belongs here:

- All non-returning glass packages with lids put off, including e.g. small glasses from medications
- Sheet glass
- Glass vases, drinking glasses, cases

What does not belong here:

- Porcelain and ceramics
- Wired glass - wires cannot be separated at a sorting line
- Cooking glass - it has a special treatment and may not be recycled
- PC monitors - various materials involved
- Mirrors - because of metal on the glass
- Car glasses - plastic foil is pressed inside preventing from breakage
- Fluorescent tubes, vacuum tubes, light bulbs
- Perfume vials

Metal waste - red bags

What belongs here:

- All redundant scrap
- Gas stoves
- Aluminum yogurt lids, metal lids, tin cans
- Tinfoil, processed cheese and chocolate packs
- Aluminum and other metal dishes
- All metal products without admixtures of other materials

What does not belong here:

- Tin cans and packages from paints and other dangerous substances
- Ammunition, lead batteries
- CD and DVD media
- Slags, sludges and metal dust
- Sprays containing remnants of dangerous substances

Drink cardboards - orange bags

What belongs here:

- Multi-layer packages (so called "boxes") from drinks, milk, milk products, juices, wines and other food (emptied and pressed)

What does not belong here:

- Drink cardboards with remnants of food
- Other drink packs (glass, plastics, tins)
- Waxed cups

Dangerous waste - do not put into the bag system

Komwag, podnik čistoty a údržby města, a.s.

Perucká 2542/10 » 120 00 Praha 2 - Vinohrady » Telephone: +420 236 040 000

www.komwag.cz » E-mail: komwag@komwag.cz » www.facebook.com/komwagas

CNT-2017-8382

Data Format - PoS Data for Prague Airport

Tento dokument popisuje formát dat předávaných Letišti Praha z PoS systémů nájemců.

Akceptovány jsou datové soubory ve formátu CSV nebo XML odpovídající této specifikaci. Frekvence zaslání souborů je požadována 1x denně na FTP server.

Formát a struktura dat je navržena velmi obecně tak, aby byla použitelná pro všechny nájemce na Letišti Praha. U každé položky je vyznačena její povinnost (Yes)/nepovinnost(No), v případě podmíněné povinnosti je uvedeno (Y/N) a v textu dále doplněno, za jakých podmínek je/není položka povinná.

UPOZORNĚNÍ: V případě, že nájemce potřebuje tento formát změnit nebo jakkoliv upravit, je nutno změnu včas komunikovat a následně otestovat ve spolupráci s ČAH a to před spuštěním do provozu!

Základní parametry těchto souborů:

- a) kódování (Code Page - CP): CP1250 (Windows), UTF-8 (Unicode)
- b) jako oddělovač buněk u CSV souborů je požadován ";" nebo "|"
- c) jednotlivé datové buňky (u CSV mezi oddělovači, u XML data mezi Tagy) nesmí obsahovat tzv. non-printable characters kromě Char(9) Tabulátor a CR+LF (Char(10) a Char(13)). V podstatě se jedná o všechny znaky ASCII tabulky od 0 - 27, vyjma uvedených v předchozí větě.
- d) jako desetinný oddělovač je povolen pouze znak "." nebo "," (je povoleno používat pouze jeden z těchto oddělovačů plošně pro všechny numerické položky s uvedením desetinné části).
- e) oddělovače tisíců (řádků) nejsou povoleny

Prováděné kontroly dodaných dat:

- a) kontrola dodržení předepsané struktury, tagů, vyplnění povinných polí a podmíněně povinných polí pokud splňují podmínky pro vyplnění
- b) kontrolní součty číselných dat (logická konzistence) prodejního dokladu(účtenky) - provádí se v případech, kdy do výpočtu vstupují povinná pole nebo nepovinná, ale jsou vyplněna:
 - součet cen v hlavice dokladu musí odpovídat součtu výsledných cen jednotlivých položek účtenky
 - SALE_AMT_CZK + TRANS_DISCOUNT = SUM ((PROD_PRICE * PROD_QTY – PROD_DISCOUNT) + vypočtené DPH z PROD_TAX z celkové ceny položky po slevě)
 - součet plateb musí odpovídat celkové ceně dokladu
 - SALE_AMT_CZK = SUM (PAY_AMOUNT * PAY_EXCH_RATE), přípustná tolerance vyplývající ze zaokrouhlování

Pojmenování souborů:

<YYYYMMDD>_<partner_code>_<timestampt>.csv nebo .xml

kde:

<YYYYMMDD> je datum dokladů v souboru,

<partner_code> je partnerské číslo dodané od LP,

<timestampt> je časová značka vytvoření souboru.

Pokud to takto zdrojové systémy neumožňují, je potřeba zaručit alespoň unikátnost pojmenování souboru tak, aby nedocházelo k jeho přepsání.

Document version 0.13 | 20.08.2019

This document describes the format of the data transferred to Prague Airport from PoS systems of companies/partners.

Data files in the CSV or XML formats described in this specification are accepted only. File upload frequency is requested once a day on the FTP server.

The format and structure of the data is designed in a very general way so that it is applicable to all companies/partners at Prague Airport. Each item is marked as mandatory / non mandatory (Yes) / (No), or if it is conditionally mandatory (Y / N), then the conditions are described in the text.

WARNING: In case the company/partner needs to change or modify this format, it is necessary to communicate first and then test it in co-operation with the ČAH before starting it up!

The basic parameters of these files:

a) coding (Code Page - CP): CP1250 (Windows), UTF-8 (Unicode)

b) as a cell separator for CSV files is required ";", nebo "|"

c) Individual data cells (for CSVs between delimiters, for XML data between Tags) may not include so-called non-printable characters except Char (9) Tab and CR + LF (Char (10) and Char (13)). Basically, all of the ASCII table characters ranging from 0-27, except those listed in the previous sentence.

d) as decimal separator is allowed only "." or "," (only one of these separators is allowed to be used for all numeric items with a decimal point).

e) separators of thousands (orders) are not allowed

Check of the supplied data:

a) check compliance with prescribed structure, tags, filling in mandatory fields and conditionally mandatory fields if they meet the conditions for filling in

b) checksums of numerical data (logical consistency) of the sales receipt (receipts) - it is performed in cases where mandatory fields are entered in the calculation or optional, but are filled in:

- The sum of the prices in the header of the receipt must match the sum of the resulting prices of each item of the receipt

SALE_AMT_CZK + TRANS_DISCOUNT = SUM ((PROD_PRICE * PROD_QTY – PROD_DISCOUNT) + calculated VAT from total cost of item after discount)

- The sum of the payments must correspond to the total price of the receipt

SALE_AMT_CZK = SUM (PAY_AMOUNT * PAY_EXCH_RATE), permissible tolerance resulting from rounding

File name: <YYYYMMDD>_<partner_code>_<timestamp>.csv or .xml

where:

<YYYYMMDD> is the date of the receipt in the file,

<partner_code> is the partner number provided by the Airport Prague,

<timestamp> is a time stamp for creating a file.

If this does not possible, it is necessary to guarantee at least the uniqueness of the file name so that it does not overwrite it.

#	Item	DATA FORMAT CSV	Description (EN)	MANDATORY	Description (EN)	Example 4
1	ROWTYPE	CHAR(2)	row type (L = Sale Lines)	Yes	Invoice nr/ receipt no/ ticket no (unique identifier within the file)	L
2	TRANF_NO	NUMBER(12)	Invoice nr/ receipt no/ ticket no (unique identifier within the file)	Yes	2010-38100848372	L
3	TRANF_DATE	DATE	transaction date/time (format: YYYYMMDD HHMMSS)	Yes	20161212 121226	L
4	COMPANY_CODE	CHAR(20)	company/partner code (constant - provide by LP)	Yes	1008999	L
5	CONTRACT_CODE	CHAR(20)	contract number (mandatory if the company/partner has more than one contract)	Yes	011100099	L
6	STAKE_CODE	CHAR(20)	invoice transaction	Yes	PKS-01	L
7	TILL_CODE	CHAR(30)	mandatory when multiple stores are used	Yes		L
8	TRANF_TYPE	CHAR(10)	bill at which sale invoice transaction	Yes	N	L
9	SALE_AMT_CZK	NUMBER(12,2)	total amount of invoice (including VAT/tax) in CZK; equal to the sum of the individual payments in CZK in the section PAYMENTS i.e. SUM(PAY_AMOUNT + PAY_EXCH_RATE); mandatory if a discount on the entire document (i.e. if field TRANS_DISCOUNT) is filled	Yes	6655.00	L
10	PROD_QUANT	NUMBER(5)	quantity of goods (including VAT/tax) in CZK	No		L
11	TAX_TYPE	CHAR(3)	Duty Free (DF) / Duty Paid (DP)	Yes	DF	L
12	FLIGHT_NUM	CHAR(10)	flight number (mandatory for DF and RETAIL)	Yes	LH 1234	L
13	FLIGHT_ORIGIN	CHAR(20)	flight destination/origin (mandatory for DF and RETAIL; preferred IATA code)	Yes	FRA	L
14	TRANS_DISCOUNT	NUMBER(12,2)	discount on the invoice (mandatory for DF and RETAIL; MANDATORY IF APPLIED)	Yes		L
15	ROWTYPE	CHAR(2)	row type (L = Sale Lines)	Yes	Invoice no/ receipt no/ ticket no (from header)	L
16	TRANF_NO	NUMBER(12)	invoice no/ receipt no/ ticket no (from header)	Yes	2010-38100848372	L
17	PROD_CODE	CHAR(50)	product (SKU) code (in accord with Prague airport requirements)	Yes	MILKCHOCLEO	L
18	PROD_DESC	CHAR(100)	product description	Yes	CHOCOLATE	L
19	PROD_CATEG	CHAR(50)	category code (in accord with Prague airport requirements)	Yes	PARFUM	L
20	PROD_PRICE	NUMBER(12,2)	unit price in CZK - excluding VAT/tax, including discount for item	Yes	1000.00	L
21	PROD_TAX	CHAR(10)	VAT rate	Yes	21%	L
22	PROD_QTY	NUMBER(12,3)	number of units	Yes	1.000	L
23	PROD_UNIT	CHAR(10)	unit of measurement	Yes	ks	L
24	PROD_DISCOUNT	NUMBER(12,2)	discount value in CZK related to the total price of the item (i.e. from PROD_PRICE - PROD_QTY) including VAT/tax. MANDATORY IF APPLIED	Yes	12.10	L
25	ROWTYPE	CHAR(2)	row type (P = Payments)	Yes	Invoice no/ receipt no/ ticket no (unique identifier)	L
26	TRANF_NO	NUMBER(12)	invoice no/ receipt no/ ticket no (unique identifier)	Yes	2010-38100848372	L
27	PAY_AMOUNT	NUMBER(12,2)	amount paid by customer (including VAT/tax)	Yes	1700.00	L
28	PAY_CURRENCY	CHAR(3)	currency of payment (CZK which was used)	Yes	CZK	L
29	PAY_EXCH_RATE	NUMBER(12,5)	exchange rate of CZK (which was used)	Yes	1.00000	L
30	PAY_AMT_CZK	NUMBER(12,2)	amount of amount in CZK - only for cases where no exchange rate is available	Yes	1700.00	L
31	ROWTYPE	CHAR(2)	row type (S = Flight Segments)	Yes	Invoice no/ receipt no/ ticket no (unique identifier)	L
32	TRANF_NO	NUMBER(12)	invoice no/ receipt no/ ticket no (unique identifier)	Yes	2010-38100848372	L
33	FLIGHT_NUM	NUMBER(12)	flight number (sequence of flight segment records), MANDATORY FOR DUTYFREE AND RETAIL	Yes	2010-38100848372	L
34	FLIGHT_ORIGIN	CHAR(20)	origin of flight (sequence of flight segment records), MANDATORY FOR DUTYFREE AND RETAIL	Yes	PRG	L
35	FLIGHT_DESTIN	CHAR(20)	destination of flight (sequence of flight segment records), MANDATORY FOR DUTYFREE AND RETAIL	Yes	PRG	L
36	FLIGHT_CARRIER	CHAR(10)	operating carrier IATA code	Yes	ABJ23	L
37	FLIGHT_NO_OF_SEGS	NUMBER(2)	number of legs booked	Yes	2	L
38	FLIGHT_CARRIER_CODE	CHAR(10)	unique board/airline ID	Yes	1	L
39	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
40	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
41	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
42	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
43	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
44	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
45	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
46	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
47	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
48	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
49	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
50	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
51	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
52	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
53	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
54	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
55	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
56	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
57	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
58	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
59	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
60	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
61	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
62	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
63	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
64	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
65	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
66	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
67	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
68	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
69	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
70	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
71	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
72	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
73	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
74	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
75	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
76	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
77	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
78	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
79	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
80	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
81	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
82	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
83	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
84	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
85	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
86	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
87	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
88	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
89	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
90	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
91	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
92	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
93	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
94	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
95	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
96	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
97	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
98	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
99	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L
100	FLIGHT_SEQUENCE_NUMBER	NUMBER(10)	sequence number of leg, MANDATORY FOR DUTYFREE AND RETAIL	Yes	1	L

CSV file (20160122 1009999 20160203120102003.csv):

H;201LP-28100848372;20160122 121926;1009999;0111000999;PRG-01;;N;6655,00;4;DP;LH 1234;FRA;;
L;201LP-28100848372;1;MILKCHL150;;CHOCOLATE;100,00;21%;5,000;ks;
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H;další účtenka ... atd.

DATA CONTRACT TIME

#	Item	Description [CZ]	Mandatory (Required)	Date Type	Description [EN]	Example
1	BILL	Průběh doklad účtenky			Bill	
2	HEAD	Návrhka prodejního dokladu (účtenky)	Yes	CHAR (20)	Invoice no./header no./contract no. (unique identifier within the file)	201P-2B109848372
3	TRANS_DATE	Dátum zpracování dokladu (termín faktury účtenky) - vyhlášení v rámci došleho souhlasu	Yes	DATE TIME	transaction date/time (format: YYYYMMDD HHMMSS)	20160221 12:56
4	PARTNER_CODE	Identifikační kód partnera (PPYK/MODS/HMMS)	Yes	CHAR (20)	partner code	0111000999
5	CONTR_CODE	Identifikační kód smlouvy (základní dokument - smlouva)	Y/N	CHAR (20)	contract number (mandatory if the summary/partner has more than one contract)	
6	STORE_CODE	Identifikační kód prodejny, kde došlo k prodeji	Y/N	CHAR (20)	store, where sales invoice was prepared	
7	TILL_CODE	Identifikační kód prodejny, kde došlo k prodeji	No	CHAR (10)	store, where sales invoice was prepared	
8	TRANS_TYPE	Typ transakce (Normální/Výzvěz/Sporná/...) - základ uvést zařazení (N/V/S); není požadováno pro Vstavy/Sporná zařazení	Y/N	CHAR (10)	type of invoice (Regular/Returned/void/etc); suffice the abbreviation (N/V/S); it is not mandatory if Returned / void are entered as negative numbers (sign - before)	
9	SALE_AMT_CZK	celková částka včetně DPH v CZK; rovná se součtu jednotlivých složek příjmy v CZK v sádku	Y/N	NUMBER(12,2)	total amount of invoice (including VAT/incl) in CZK; equal to the sum of the individual payments in CZK in the section PAYMENTS i.e.	6655,00
10	PROD_COUNT	SUM (PAY_AMOUNT + PAY_EXCH_RATE)		NUMBERS	SUM (PAY_AMOUNT + PAY_EXCH_RATE)	
11	TOL_TYPE	Typ tol. (01 - celková částka (faktura) - součet je nezáporný, 02 - celková částka (faktura) - součet je záporný)	Yes	CHAR (3)	Duty Free (DF) / Duty Paid (DP)	DP
12	FLIGHT_JAHR	Číslo letu (číslo letu) - povinné pouze pro Duty Free A RETAIL shopy	Y/N	CHAR (10)	flight number (mandatory for DF and RETAIL)	UH 1234
13	FLIGHT_DESTIN	Destinace (povinné pro Duty Free A RETAIL shopy)	Y/N	CHAR (20)	flight destination/origin (mandatory for DF and RETAIL; preferred: IATA code)	PRG
14	TRANS_DISCOUNT	hodnota slevy uplatněné pouze na celý doklad (účtenky v CZK) - povinné pouze pokud je uplatněno	Y/N	NUMBER(12,2)	discount value in CZK of whole transaction only with VAT/incl. (only if APPLIED)	
1	LINE	základní popis zboží (produkt) v sádku, pokud systém umožňuje tato informovat uživat	Yes	NUMBERS	product (SKU) code (in accord with Freight Airport requirements)	1 MELCH150
3	PROD_LINE_ID	identifikační číslo výrobku (interní kód)	No	CHAR (50)	line number (sequence for items of invoice)	2
4	PROD_CODE	číslo výrobku (klasifikační) - může se jednat o interní kód	Yes	CHAR (100)	product code (in accord with Freight Airport requirements)	3 BYVEGRDM
5	PROD_DESC	popis výrobku (zadávající)	No	CHAR (1000)	category code (in accord with Freight Airport requirements)	4 HUGROKOSVAL
6	PROD_CATEG	skupina, do níž výrobek patří	Yes	CHAR (50)	category code (in accord with Freight Airport requirements)	5 PAREMUM
7	PROD_PRICE	jednotková cena výrobku (jeden v sádku) - povinné pouze pokud je uplatněno	Yes	NUMBER(12,2)	unit price in CZK - excluding VAT/incl, excluding discount from item	6 PAREMUM
8	PROD_TAX	daňový kód výrobku (VAT)	Yes	CHAR (10)	unit price in CZK - including VAT/incl, excluding discount from item	7 21%
9	PROD_MTY	číslo měrné jednotky	Yes	NUMBER(1,3)	number of units	8 21%
10	PROD_UNIT	jednotka měrná	No	CHAR (10)	unit of measurement	9 kg
11	PROD_DISCOUNT	hodnota slevy uplatněné pouze ve vztahu k výrobku - povinné pouze pokud je uplatněno	Y/N	NUMBER(12,2)	discount value in CZK related to the total price of the Bill including VAT/incl. (only if APPLIED)	10 5,000
1	PAY_LINE_NO	základní popis platby (účtenka)	Yes	NUMBERS	Payments	1 2
3	PAY_AMOUNT	částka v sádku (informovat uživat)	No	NUMBER(12,2)	line number (sequence for payments of invoice)	2 3
4	PAY_CURRENT	částka v sádku (informovat uživat)	Yes	NUMBER(12,2)	amount paid by customer (including VAT/incl)	3 200,00
5	PAY_EXCH_RATE	směnný kurz do CZK použitý pro převzetí účtenky	Yes	CHAR (3)	exchange rate to CZK (which was used)	4 25,00000
6	PAY_AMT_CZK	ekvivalent uhrazené částky v CZK - pouze pro příjmy, kterými k dispozici není kurz do CZK	Y/N	NUMBER(12,2)	equivalent of amount in CZK - only for cases where no exchange rate is available	5 1,00000
8	PAY_TYPE	základní popis platby (účtenka)	Yes	CHAR (20)	type of payment (e.g. Cash / MasterCard / ...)	6 cash
1	FLIGHT_LINK_ID	základní popis letu (základní dokument - smlouva)	Y/N	NUMBERS	flight contract ID (only if APPLIED)	1 1
2	FLIGHT_NATIONALITY	země původu letadla (základní dokument - smlouva)	Y/N	CHAR(20)	nationality of aircraft (mandatory for DUTYFREE AND RETAIL)	2 CZ
3	FLIGHT_OPERATOR	operátor letadla (základní dokument - smlouva)	Y/N	CHAR(10)	operator, preferred IATA/MNF; MANDATORY FOR DUTYFREE AND RETAIL	3 M
4	FLIGHT_DATE_OF_ISS	datum vydání letenky (základní dokument - smlouva)	No	NUMBER(20)	Number of Legs Encoded	4 2
5	FLIGHT_LEG_ID	číslo letu (základní dokument - smlouva)	Y/N	CHAR(20)	Unique identification ID	5 1,000
6	FLIGHT_LEG_NO	číslo letu (základní dokument - smlouva)	Y/N	CHAR(20)	Flight number of leg; MANDATORY FOR DUTYFREE AND RETAIL	6 1
8	FLIGHT_PNR	PNR kód	No	CHAR(20)	Operating carrier PNR Code	8 BC233
9	FLIGHT_ORIGIN	odletové místo (základní dokument - smlouva)	Y/N	CHAR(20)	From City Airport Code, MANDATORY FOR DUTYFREE AND RETAIL	9 VUL
10	FLIGHT_DESTIN	odletové místo (základní dokument - smlouva)	Y/N	CHAR(20)	To City Airport Code, MANDATORY FOR DUTYFREE AND RETAIL	10 PRE
11	FLIGHT_CARRIER	operátor letadla (základní dokument - smlouva)	Y/N	CHAR(20)	Operating carrier Designator, MANDATORY FOR DUTYFREE AND RETAIL	11 BC
12	FLIGHT_IT_JAHR	číslo letu (základní dokument - smlouva)	Y/N	CHAR(20)	Flight Number, MANDATORY FOR DUTYFREE AND RETAIL	12 8B34
13	FLIGHT_IT_DATE	datum vydání letenky (základní dokument - smlouva)	Y/N	CHAR(20)	Date of flight (Julian Date or Date format YYYYMMDD HHMMSS); MANDATORY FOR DUTYFREE AND RETAIL	13 276
14	FLIGHT_COMPARTMENT_CODE	číslo oddělení (základní dokument - smlouva)	Y/N	CHAR(10)	Compartiment Code, MANDATORY FOR DUTYFREE AND RETAIL	14 F
15	FLIGHT_SEAT_NO	číslo sedadla	No	CHAR(20)	Seat Number	15 00A
16	FLIGHT_SEQUENCE_NUMBER	číslo letenky v sérii	Y/N	CHAR(20)	Flight Sequence Number, MANDATORY FOR DUTYFREE AND RETAIL	16 0025
17	FLIGHT_PASSenger_STATUS	stát pasážíra	No	CHAR(10)	Passenger Status	17 1
18	FLIGHT_AUTHORING_PASS	základní popis letu (základní dokument - smlouva)	No	CHAR(20)	Reference item for individual use	18

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Annex 10 – Condition of the Subject of the Lease

Terminal	Floor	Room No.	Area (m2)	Usage
T1	1	part 101	20	services

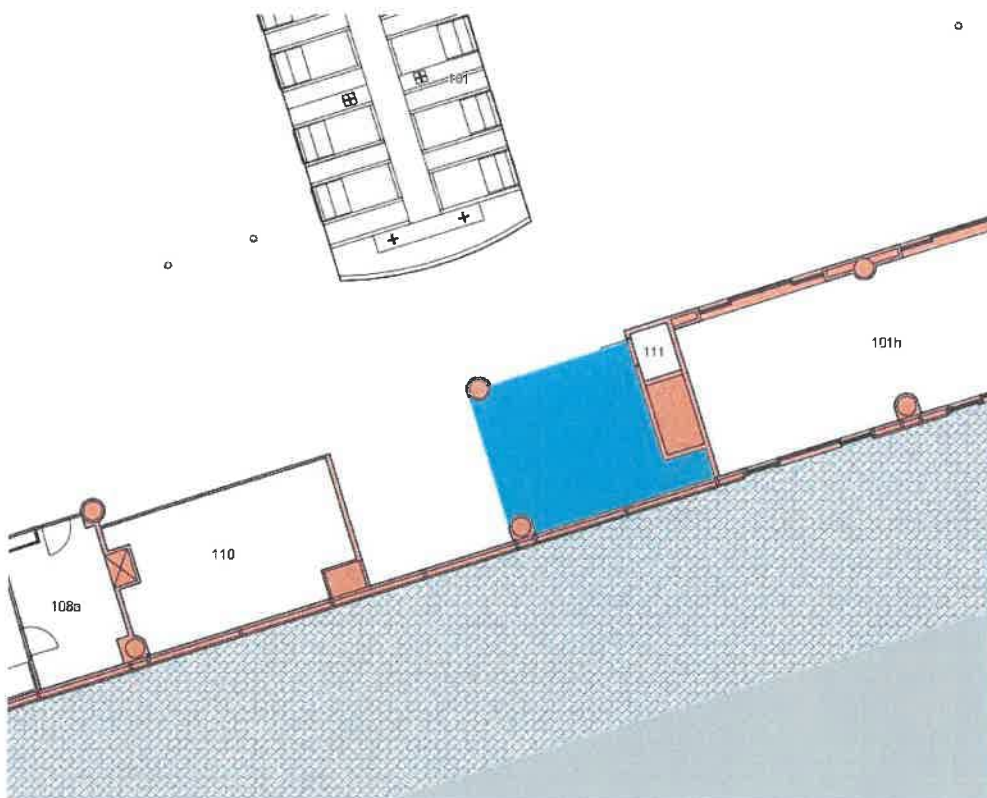
Construction: This is a part of the departure hall in Terminal 1; the floor is tiled, the space is delimited by a rear glass-walled façade of the departure hall and the side wall of the technology rooms

Technology: Electrical power - there is an electricity supply cable from the RON59 room No. 111 distribution point The circuit breaker value is 3x25A.
Data (ICT) - 1 data socket for the Internet / telephone

If equipment other than wrapping machines (furniture, a kiosk) are to be installed, a fire-safety project must be prepared that will determine whether the store must be addressed as a separate fire protection section or not. If the project proposes to install this type of establishment in the common fire protection section of T1 departure hall, requirements regarding materials to be used in the for the assembly area will be required.

- The supporting structure of the store must be fire-resistant made from a material with reaction to fire of the A1, A2 class.
- The sheathing of side walls (surface treatment) will use a material with reaction to fire of the A1, A2 or B-s1-d0 class. The flame spread index over the surface must be 0.0 mm.min-1; painting and wallpaper up to 2.0 mm in thickness will be disregarded during tests.
- Floor coverings shall be made from a product with reaction to fire of the Cfl-s1 class at least.
- Furniture or other indoor equipment must be made from a product with reaction to fire of the A1-D class and must not be made from thermoplastics.
- Upholstered furniture must comply with the flammability test under ČSN EN 1021-2. The flammability of textile curtains or other textile decorations must correspond to class 1 under ČSN EN 13773.

If a separate fire-protection section is set up, material requirements for assembly areas are not addressed, but it is necessary to implement any project with proper building permit proceedings!



Terminal	Floor	Room No.	Area (m2)	Usage
T1	1	110	29	shop

Structural part: the store will be provided shell & core once an installation after a previous tenant has been removed

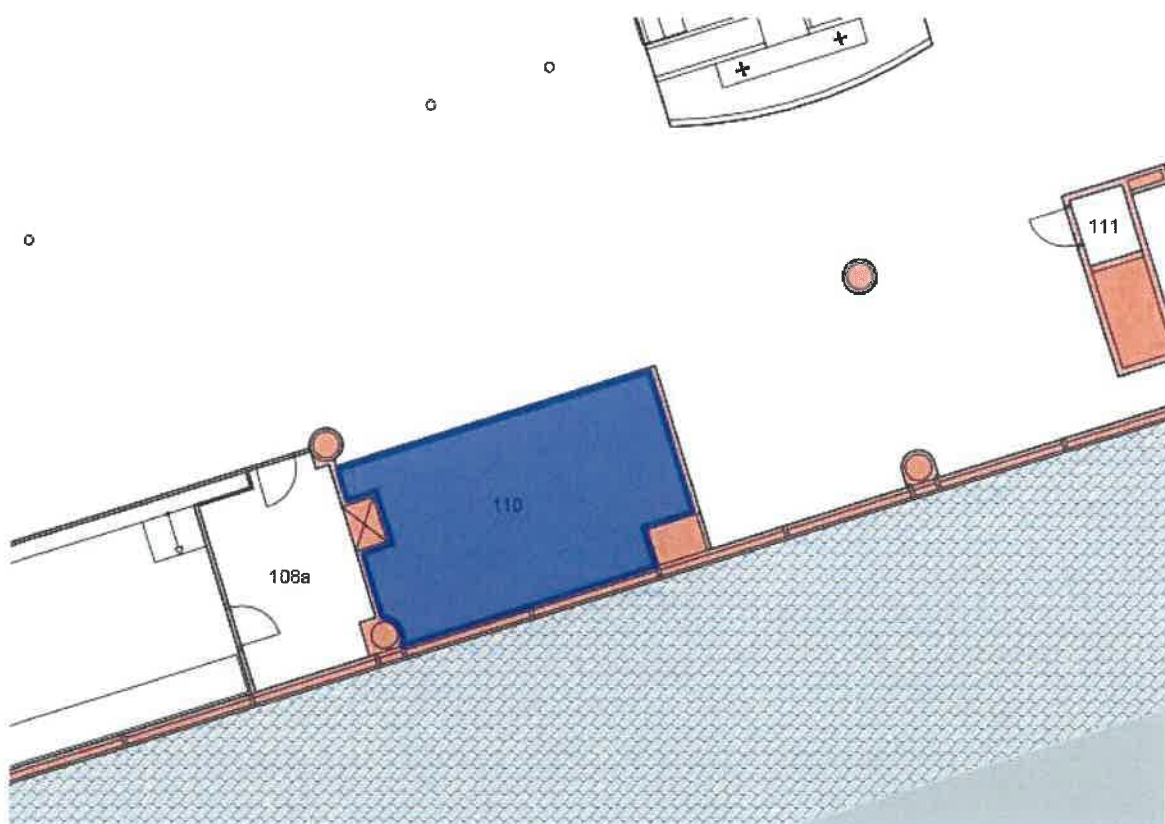
- SDK perimeter walls without painting
- rear glass-walled façade of the building
- without suspended ceilings only with LP technology lines running through the unit

Technology part: further information - unit No. 110 sheet

A fire-safety project must be prepared that will determine whether the store must be addressed as a separate fire protection section or not. If the project proposes to install this type of establishment in the common fire protection section of T1 departure hall, requirements regarding materials to be used in the for the assembly area will be required.

- The supporting structure of the store must be fire-resistant made from a material with reaction to fire of the A1, A2 class.
- The sheathing of side walls (surface treatment) will use a material with reaction to fire of the A1, A2 or B-s1-d0 class. The flame spread index over the surface must be 0.0 mm.min-1; painting and wallpaper up to 2.0 mm in thickness will be disregarded during tests.
- Floor coverings shall be made from a product with reaction to fire of the Cfl-s1 class at least.
- Furniture or other indoor equipment must be made from a product with reaction to fire of the A1-D class and must not be made from thermoplastics.
- Upholstered furniture must comply with the flammability test under ČSN EN 1021-2. The flammability of textile curtains or other textile decorations must correspond to class 1 under ČSN EN 13773.

If a separate fire-protection section is set up, material requirements for assembly areas are not addressed, but it is necessary to implement any project with proper building permit proceedings!



Terminal	Floor	Room No.	Area (m2)	Usage
T2	2	part 2001	20	services

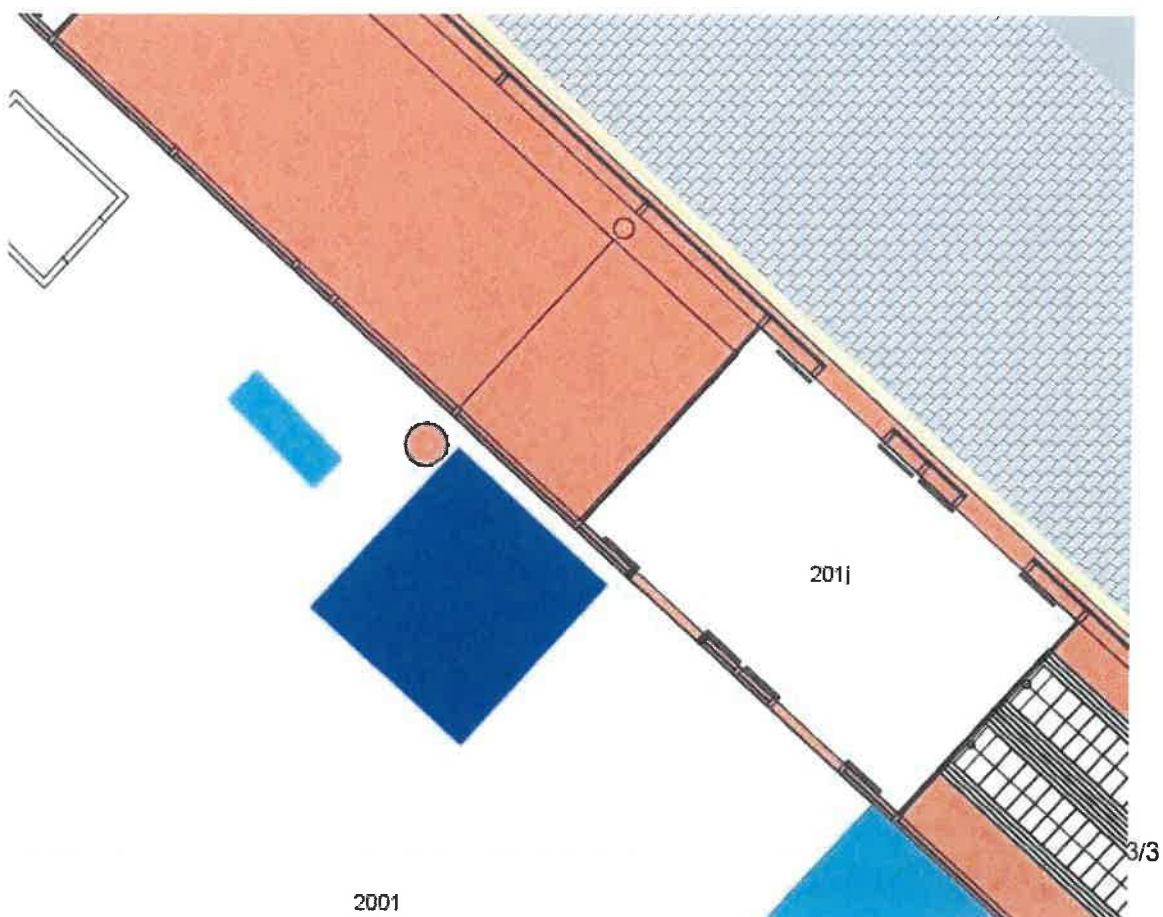
Structural part: This is a part of the departure hall in Terminal 2; the floor is tiled, the space is delimited by a rear glass-walled façade of the departure hall

Technology part: Electrical power - there is an electricity supply cable from the RON.TS.20.0 room No. 2015 distribution point The circuit breaker value is 3x20A.
Data (ICT) - 1 data socket for the Internet / telephone

If equipment other than wrapping machines (furniture, a kiosk) are to be installed, a fire-safety project must be prepared that will determine whether the store must be addressed as a separate fire protection section or not. If the project proposes to install this type of establishment in the common fire protection section of T2 departure hall, requirements regarding materials to be used in the for the assembly area will be required.

- The supporting structure of the store must be fire-resistant made from a material with reaction to fire of the A1, A2 class.
- The sheathing of side walls (surface treatment) will use a material with reaction to fire of the A1, A2 or B-s1-d0 class. The flame spread index over the surface must be 0.0 mm.min-1; painting and wallpaper up to 2.0 mm in thickness will be disregarded during tests.
- Floor coverings shall be made from a product with reaction to fire of the Cfl-s1 class at least.
- Furniture or other indoor equipment must be made from a product with reaction to fire of the A1-D class and must not be made from thermoplastics.
- Upholstered furniture must comply with the flammability test under ČSN EN 1021-2. The flammability of textile curtains or other textile decorations must correspond to class 1 under ČSN EN 13773.

If a separate fire-protection section is set up, material requirements for assembly areas are not addressed, but it is necessary to implement any project with proper building permit proceedings!



room:	110	clarification:	public departures, Terminal 1
the Tenant:		Establishment:	
FP	fire section:	NO	
	fire shutters:	0	
structural high-voltage current	structure:	SDK	
	floor:	concrete screed	
	safety blind:	no (shell & core); necessary to install	
	note:		
	switchboard	no (shell & core); necessary to install	
	main circuit breaker	3x25A	
	metering:	YES	
	energy meter:	will be installed in the Tenant's switchboard at the premises	
	internal distribution system:	no (shell & core); necessary to install	
	power supply cable:	LP	
	cross-section of power supply:	4x16	
	supply from:	RON.58	
A/C, flaps	A/C:	LP conditioned air supply	
	m ³ /h:	supply 250; exhaust through a blind to the departure hall	
	m ³ /h max LP:	+250	
	FCU:	1 FCU / LP	
	driver [ea]:	1	
	driver manufacturer:	SAUTER	
	power kW max LP:	according to existing FCU	
	fire dampers:	0	
	purchase:		
	note:		
sanitary equipment	water:	NO	
	water meter	NO	
	sewer system:	NO	
	note:	condensate drain HT 40mm	
ESY	radio:	YES	
	EAC	NO	
	STA/MATV	NO	
	note:	Installed PER, before any interference with PER, a project must be approved and commented on.	
low-voltage current	ports:	8 / LP	
	note:		
FAS	sensors:	2 / LP	
	total (including a suspended ceiling above the suspended ceiling):	2	
	note:		
fixed firefighting systems	sensors (red 68°C):	0	
	note:		
other	note:		

N
LP

Tenant
Letiště Praha, a. s.

Annex No. 11 – List of prohibited goods and provided services

I. Prohibited goods

1) Weapons

- a) firearms of all types, such as pistols, revolvers, rifles, shotguns
- b) toy guns, replicas and imitation firearms capable of being mistaken for real weapons
- c) component parts of firearms, excluding telescopic sights
- d) compressed air and CO2 guns, such as pistols, pellet guns, rifles and ball bearing guns
- e) signal flare pistols and starter pistols
- f) bows, cross bows and arrows
- g) harpoon guns and spear guns
- h) slingshots and catapults

2) Paralysing devices

- a) devices for shocking, such as stun guns, tasers and stun batons
- b) animal stunners and animal killers
- c) disabling and incapacitating chemicals, gases and sprays, such as mace, pepper sprays, capsicum sprays, tear gas, acid sprays and animal repellent sprays

3) Objects with a sharp point or sharp edge

Objects capable of being used to cause serious injury, including:

- a) items designed for chopping, such as axes, hatchets and cleavers
- b) ice axes and ice picks
- c) razor blades
- d) box cutters
- e) knives with blades of more than 6 cm
- f) scissors with blades of more than 6 cm as measured from the fulcrum

g) martial arts equipment with a sharp point or sharp edge

h) swords and sabres

4) Workman's tools

Tools capable of being used either to cause serious injury or to threaten the safety of aircraft, including:

a) crowbars

b) drills and drill bits, including cordless portable power drills

c) tools with a blade or a shaft of more than 6 cm capable of use as a weapon, such as screwdrivers and chisels

d) saws, including cordless portable power saws

e) blowtorches,

f) bolt guns and nail guns

5) Blunt instruments

Objects capable of being used to cause serious injury when used to hit:

a) baseball and softball bats

b) clubs and batons, such as billy clubs, blackjacks and night sticks

c) martial arts equipment

6) Explosives and incendiary substances and devices

Explosives and incendiary substances and devices capable, or appearing capable, of being used to cause serious injury or to pose a threat to the safety of aircraft, including:

a) ammunition

b) blasting caps

c) detonators and fuses

d) replica or imitation explosive devices

- e) mines, grenades and other explosive military stores
- f) fireworks and other pyrotechnics
- g) smoke-generating canisters and smoke-generating cartridges
- h) dynamite, gunpowder and plastic explosives

7) Other objects

Other objects that may be considered prohibited due to the nature of their possible use, e.g.:

- a) handcuffs, electrical tapes, high-strength adhesive tapes
- b) replacement strings of all types (strings strung in stringed musical instruments are not subject to the prohibition)
- c) various specific tools and instruments

8) Other goods

- a) water and non-alcoholic beverages
- b) cigarettes
- c) beer
- d) cosmetic products (e.g. perfumes and makeup) of multiple brands in a multi-brand business unit,
- e) packaged spirits and consumable alcohol of multiple brands in a multi-brand business unit,
- f) cigarettes, fillers for electronic cigarettes, of multiple brands in a multi-brand business unit, and
- g) packaged confectionary, packaged chocolate and chocolate pralines of multiple brands in a multi-brand business unit
- h) periodical press published in the Czech Republic (e.g. newspapers and magazines) in the meaning of Section 3 of Act No. 46/2000 Coll., Press Act, as amended,
- i) periodical press published outside of the Czech Republic (e.g. newspapers and magazines),

II. Prohibited services

- 1) exchange activity

- 2) operation of ATMs
- 3) operation of the following activities:
 - a) mediation of VAT refund to foreign natural persons in export of goods pursuant to Act No. 235/2004 Coll., on value added tax, as amended,
 - b) mediation of VAT refund to natural persons for goods purchased abroad,
 - c) operation of an assistance desk for providing information on VAT refund in the Czech Republic and providing such information to third parties,
 - d) payment of cash in CZK against payment cards, traveller's cheques and prepaid cards, and
 - e) monetary services, such as the receipt of sales or other cash and providing transfers thereof to the client's account, providing transfers of money,
- 4) operation of an Internet reservation system for exchange activity, purchase and sale of foreign currencies
- 5) operation of a taxi service
- 6) operation of the service lost and found

Annex No. 12 – Percentage Rates from Turnover, from Exchange Rate Gains Turnover, Assortment and Services

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NOTIFICATION - MAG balance

about balance payment of a positive difference between MAG applicable to a Contractual Year that has passed and the total amount of Basic Rent and Turnover Rent payable for the Subject of

Contract: 210008788

Tenant: Safe Bag Czech Republic s.r.o.

partner ID: period:	
------------------------	--

Contractual Year	Invoiced Rent from Turnover (or Base Rent)
1. month after the anniversary of the Lease Commencement	
2. month after the anniversary of the Lease Commencement	
3. month after the anniversary of the Lease Commencement	
4. month after the anniversary of the Lease Commencement	
5. month after the anniversary of the Lease Commencement	
6. month after the anniversary of the Lease Commencement	
7. month after the anniversary of the Lease Commencement	
8. month after the anniversary of the Lease Commencement	
9. month after the anniversary of the Lease Commencement	
10. month after the anniversary of the Lease Commencement	
11. month after the anniversary of the Lease Commencement	
12. month after the anniversary of the Lease Commencement	
Total amount for 12 months	- Kč

MAG excl. VAT	
----------------------	--

MAG Balance excl. VAT	- Kč
of which VAT	- Kč
Amount to be invoiced incl. VAT	- Kč

The above payment will be transferred to the account of Letiště Praha, a. s. at UniCredit Bank Czech Republic and Slovakia, a.s., Account No. 801812025/2700, based on a tax document to be sent by the Landlord.

Address for sending Advices: aviza@prg.aero

Signature and stamp (a signature of an authorised corporate representative or an authorised person)

Annex No. 14 – Rent Structure Example - Variant for reducing the Subject of the Lease

CONTRACTUAL YEAR	1.YEAR	2.YEAR	3.YEAR	4.YEAR	5.YEAR
PAX ILLUSTRATIVE NUMBERS	12 000 000	16 800 000	18 000 000	14 400 000	16 200 000
CHANGE OF PAX NUMBER Y/Y		40%	7%	-20%	13%
ACCOUNTABLE CHANGE OF PAX		0%	0%	-20%	0%
RENT - ANNUAL	205 514 Kč	360 000 Kč	304 000 Kč	240 000 Kč	316 800 Kč
MAG - on the anniversary of the Lease Commencement (specified in Article 4.8 of this Contract)	NA	164 411 Kč	- Kč	- Kč	192 000 Kč
MAG - annual settlement (decrease of PAX specified in Article 4.9 of this Contract)	NA	164 411 Kč	- Kč	- Kč	192 000 Kč
ANNUAL MAG BALANCE	NA	- Kč	- Kč	- Kč	- Kč

REDUCING OF THE SUBJECT OF THE LEASE

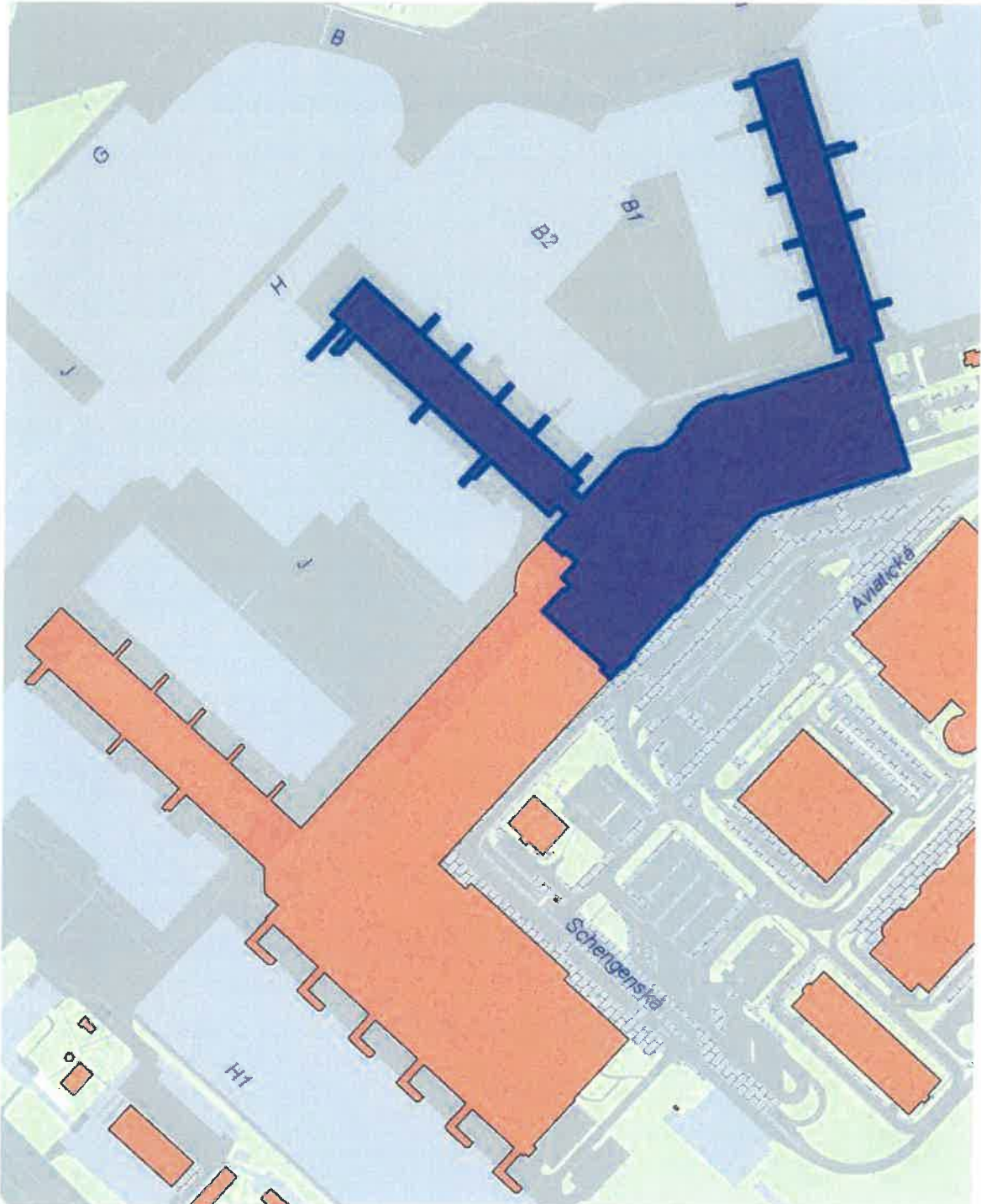
* All data in this document is for illustrative purposes only.

3 YEAR		1.MONTH	2.MONTH	3.MONTH	4.MONTH	5.MONTH	6.MONTH	7.MONTH	8.MONTH	9.MONTH	10.MONTH	11.MONTH	12.MONTH	
	PAX	1 500 000	1 500 000	1 500 000	1 500 000	1 500 000	1 500 000	1 500 000	1 500 000	1 500 000	1 500 000	1 500 000	1 500 000	1 500 000
	AREA OF THE SUBJECT OF THE LEASE	50	45	45	45	45	45	45	45	45	45	45	45	
	BASE RENT - RATE PER M ²	55,14 Kč	55,14 Kč	55,14 Kč	55,14 Kč	55,14 Kč	55,14 Kč	55,14 Kč	55,14 Kč	55,14 Kč	55,14 Kč	55,14 Kč	55,14 Kč	
	MONTHLY PAYMENTS FOR THE BASE RENT - paid monthly on the basis of the Repayment Calendar	2 757 Kč	2 481 Kč	2 481 Kč	2 481 Kč	2 481 Kč	2 481 Kč	2 481 Kč	2 481 Kč	2 481 Kč	2 481 Kč	2 481 Kč	2 481 Kč	
	TURNOVER	300 000 Kč	300 000 Kč	300 000 Kč	300 000 Kč	300 000 Kč	300 000 Kč	300 000 Kč	300 000 Kč	300 000 Kč	300 000 Kč	300 000 Kč	300 000 Kč	
	%RATES FROM TURNOVER	14,0%	14,0%	14,0%	14,0%	14,0%	14,0%	14,0%	14,0%	14,0%	14,0%	14,0%	14,0%	
	CALCULATED RENT FROM TURNOVER	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	
	RENT - MONTHLY	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	42 000 Kč	
	MONTHLY RENT SUPPLEMENT ON THE BASIS OF THE INVOICE - the difference between the Rent from Turnover and the Base Rent	39 243 Kč	39 519 Kč	39 519 Kč	39 519 Kč	39 519 Kč	39 519 Kč	39 519 Kč	39 519 Kč	39 519 Kč	39 519 Kč	39 519 Kč	39 519 Kč	

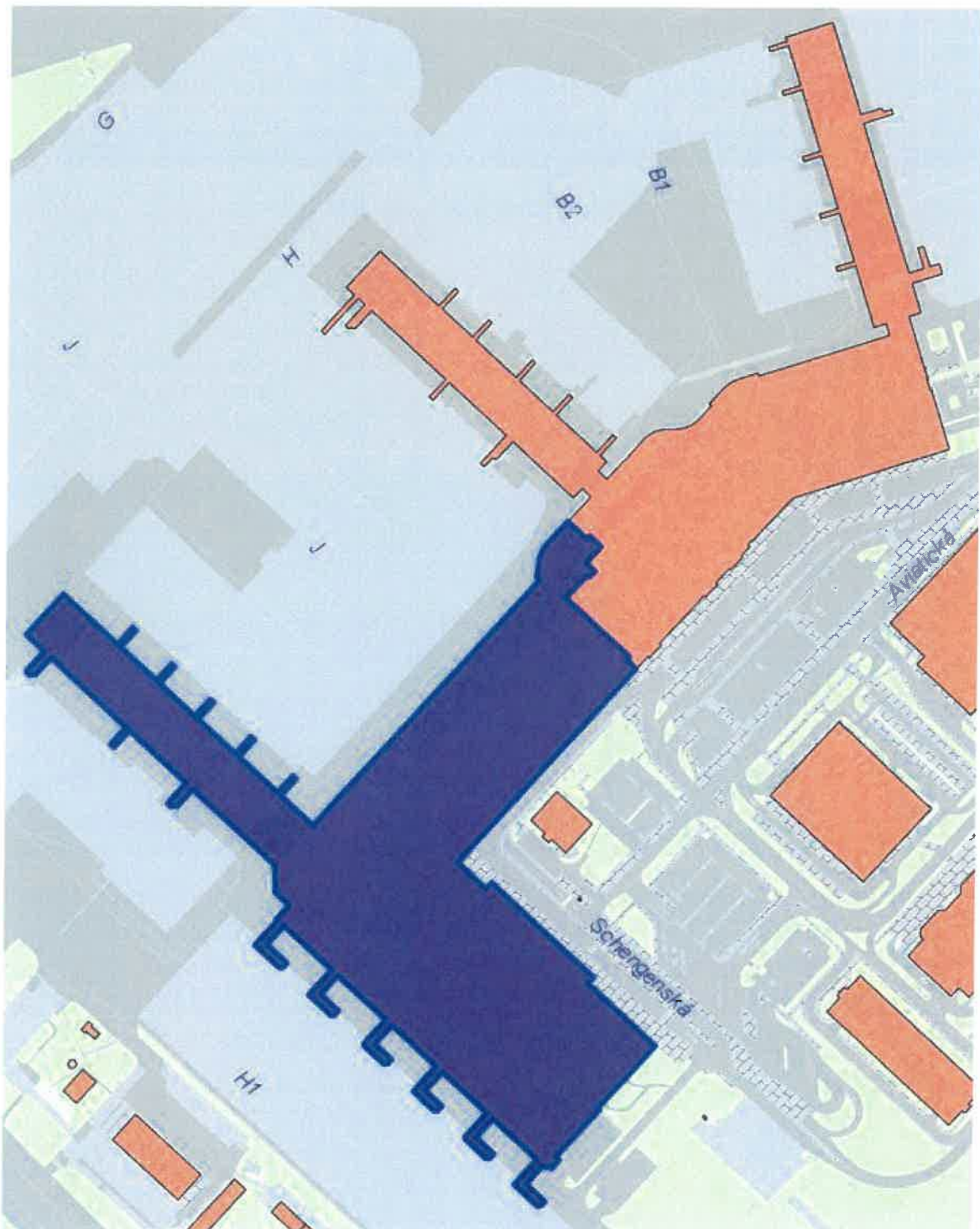
REDUCING OF THE SUBJECT OF THE LEASE

Annex No. 15 – Plan of the Exclusive Area

TERMINAL 1 (highlighted in blue), Terminal 1 is not included in the Subject of the Lease



TERMINAL 2 (highlighted in blue), Terminal 2 is not included in the Subject of the Lease



1. OPERATING CONDITIONS

1.1 BUSINESS HOURS

The Landlord agrees to send to the Tenant an estimate of the number of PAX for Terminal 1 and Terminal 2 for the following calendar month (hereinafter the “**PAX Estimate**”) on the commencement date of the Term of Lease and then always at least seven (7) days prior to the end of each calendar month. The PAX Estimate is not binding and the Landlord is not required to compensate the Tenant in any manner if the estimate is not accurate.

The Tenant agrees to

guarantee the business hours of the Establishment under the following terms and conditions:

- a) If the PAX Estimate for an upcoming calendar month for any Terminal exceeds 400,000, Tenant must keep the Establishment(s) located in the given Terminal open for the provision of services and/or sale of goods in accordance with the Purpose of the Lease for a minimum of fourteen (14) continuous hours per day (except where the Establishment cannot stay open due to damage to the Established caused by an insured event, for other reasons caused by force majeure, or in cases approved in advance in writing by the Landlord);
- b) If the PAX Estimate for an upcoming calendar month for any Terminal ranges between 200,000 and 399,999, the Tenant must keep the Establishment(s) located in the given Terminal open for the provision of services and/or sale of goods in accordance with the Purpose of the Lease for a minimum of eight (8) continuous hours per day;
- b) If the PAX Estimate for an upcoming calendar month for each Terminal is below 200,000, the Tenant must keep at least one Establishment open for the provision of services and/or sale of goods in accordance with the Purpose of the Lease for a minimum of eight (8) hours per day; The Establishments to be closed will be determined subject to agreement between the Landlord and the Tenant;
- d) If the PAX Estimate for an upcoming calendar month for both Terminals combined is below 80,000, the Tenant is entitled to request in writing Landlord's consent to close both Establishments, in which case Landlord must comply with the request.

Specific business hours will be set by the Tenant with respect to the flight schedule available at: <https://www.prg.aero/prehled-letu#/odlety>. The Tenant must submit to the Landlord a schedule of planned business hours for the entire following calendar month always by the end of the previous calendar month.

Any adjustments made to the business hours under this provision of the Contract will always apply to the following calendar month for which the PAX Estimate was made. If the Tenant fails to deliver the PAX Estimate to the Tenant in a timely manner, the business hours will remain the same as in the previous calendar month until the Tenant delivers the PAX Estimate, at which time the Tenant will submit a schedule of business hours to the Landlord within seven (7) days and apply the new business hours at the same time. If during a calendar month the Tenant decides to extend the business hours beyond the above terms or decides to open a legitimately closed Establishment, the Tenant will always notify the Landlord thereof by e-mail at least twenty-four (24) hours in advance. Neither the PAX Estimate, nor any related adjustment to the business hours pursuant to the above terms will affect the Tenant's obligation to pay the Base Rent and the MAG Balance.

Consent to the Processing of Personal Data for Marketing Purposes

Dear Madam / Dear Sir,

Thank you for the trust you have entrusted in us by granting your consent to the processing of personal data for the marketing purposes of Letiště Praha, a.s. (hereinafter “**Prague Airport**”). In the following text, we bring you detailed information about the processing of personal data, including information about your rights when processing personal data.

Protecting the personal information you provide is crucial for us, so we use only those procedures and means that minimize the possibility of misuse of personal data when collecting, processing and storing personal data.

In order to ensure the suitability of our offers and not to send you offers for inappropriate products, we hereby ask you for your consent to the processing of personal data in accordance with Art. 6(1)(a) and Art. 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter “**GDPR**”).

Consent to the processing of personal data and profiling is granted by actively ticking the appropriate check box.

Purpose of Personal Data Processing

We process your personal data so that we can provide you with our best quality of service. The legal basis for processing your personal data is your consent or, in the extent of personal data necessary for the fulfilment of rights and obligations arising from legal regulations, also those regulations.

Your personal data will be processed for the purpose of advanced marketing, including marketing activities related to offering the products and services of Prague Airport as well as of Prague Airport’s business partners (cooperating third parties):

- sending selected commercial messages or non-personalized commercial messages (newsletters) with the selection of Prague Airport’s products and services, and also with the selection of products and services of Prague Airport’s business partners. The subject of commercial messages may also include the presentation of new products and services, special offers and discount events, all this through electronic means of communication within the meaning of Act No. 480/2004 Coll., on certain information society services, as amended;
- performance of profiling, including remarketing and behavioural advertising, in order to target marketing services according to the customer’s specific needs and requests, such as choosing commercial messages, identified preferences, etc.
- inclusion in Prague Airport’s marketing database for profiling and direct marketing;
- conducting market research in connection with the sale of products and services of Prague Airport and also of Prague Airport’s business partners (cooperating third parties).

Prague Airport undertakes not to process your personal data in any manner contradicting the above purpose.

Scope of Personal Data

Prague Airport may process the following data on the basis of your consent:

- first name and surname;
- e-mail address;
- phone number;
- date of birth;
- address of the place of residence;
- vehicle registration number;
- IP address;
- MAC address of the device;
- socio-demographic data;
- information on the use of products and services;
- information from requests for product and services;
- information from records of phone calls or other communication between you and Prague Airport;
- geolocation data;
- information from the Internet browser you are using
- and data we process to meet the legal obligations applicable to Prague Airport or for the purpose of our legitimate interests.

When processing your personal data, we may also use cookies, other network identifiers and profiling based on additional information about you collected over time on the basis of your shopping history and traffic to the Prague Airport website (in addition to cookies, these particularly include data provided by your browser, information about displayed commercial messages, visited products and your shopping history, also available from your user account if you are registered with us, or other available behavioural or demographic data), so that Prague Airport can offer and provide you with a product tailored to your needs and avoid offering products that are of no interest to you. The said activity will allow for more accurate personalization of the offer and information sent, including sending selected email messages with recommendations and offers from previously viewed products, as well as sending automated email messages reminding you of the possibility to complete your order (if this process is interrupted).

Period of Personal Data Processing

Your personal data will be processed by the controller for the duration of the service of subscription for commercial messages (newsletters) sent by Prague Airport; in all other cases, for a period of 10 years from the granting of this consent. Before this period expires, you will be contacted with a request for a possible extension; if you do not agree to this, your personal data processed will be erased or anonymised by Prague Airport after the expiration of the specified period.

Your personal data will also be erased if you withdraw this consent. However, the erasure shall not apply to personal data processed by the controller on the basis of a reason other than this consent. This is without prejudice to the processing of your personal data in the extent necessary to comply with obligations resulting from legal regulations.

Your consent to the processing of personal data is granted on a voluntary basis and you have no obligation to grant it, and you will not be penalized if you do not grant it. Granting this consent is by no means a condition for the use of Prague Airport's services and products.

Automated Decision-Making and Profiling

During the processing of your personal data, no automatic decision-making shall take place.

Prague Airport will use profiling (a form of automated processing of the customer's personal data consisting in the use of personal data to evaluate certain personal aspects relating to the customer, in particular analyses or estimates of aspects regarding personal preferences and interests) in order to personalize the offer of services and products (targeted advertising). **If you object to profiling, Prague Airport undertakes to stop profiling in relation to you.**

Access to Personal Data and the Security of Personal Data

Your personal data will be accessible to Prague Airport as the personal data controller, its employees and possibly third parties – processors who provide appropriate guarantees, whose processing meets all the requirements resulting from the GDPR, and who will sufficiently protect your rights and personal data and handle them in a manner usual for direct marketing. Such persons may include, in particular, persons distributing commercial messages (newsletters), who will, however, have access to such data only to the extent necessary and for the necessary period of time, and on the basis of a contract on the processing of personal data concluded for this purpose.

Prague Airport uses the following processors to process personal data for marketing purposes:

- UAB Mailerlite, Paupio str. 46, Vilnius, Republic of Lithuania, company code 302942057;
- ADVAM UK, Fairbairn Building, 70-72 Sackville Street, Manchester, M1 3NJ, UK.

Your personal data will be stored in a secure database and protected by standard procedures (encryption, passwords, access by authorized persons, etc.).

Prague Airport represents that it shall not transfer your personal data to third countries or to any international organization.

Rights when Processing Personal Data

Prague Airport hereby informs you about the rights resulting for you from the GDPR, in particular:

- **the right of access to personal data** (you have the right to obtain from Prague Airport confirmation as to whether or not it processes personal data concerning you – Art. 15 of the GDPR);
- **the right to rectification** (you have the right to obtain from Prague Airport without undue delay the rectification of inaccurate personal data concerning you, as well as the right to have incomplete personal data completed – Art. 16 of the GDPR);
- **the right to erasure** (you have the right to obtain from Prague Airport the erasure of personal data concerning you without undue delay where one of the grounds specified in Art. 17 of the GDPR applies);

- **the right to restriction of processing** (you have the right to obtain from Prague Airport a restriction of processing in those cases specified in Art. 18 of the GDPR);
- **the right to data portability** (you have the right to receive personal data concerning you which you have provided to Prague Airport, in a structured, commonly used and machine-readable format and the right to transmit those data to another controller without hindrance from Prague Airport in those cases specified in Art. 20 of the GDPR);
- **the right to object** (you have the right to object at any time to processing of personal data concerning you for marketing purposes (sending commercial messages) which is based on Art. 6(1)(e) or (f) of the GDPR, including profiling based on those provisions, pursuant to Art. 21 of the GDPR). If you object to the processing of your personal data, Prague Airport will stop processing your personal data for this purpose without further action;
- **the right not to be subject to a decision based solely on automated processing** (you have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning you or similarly significantly affects you pursuant to Art. 22 of the GDPR);
- **the right to lodge a complaint with the supervisory authority**, which is the Office for Personal Data Protection, with its seat at Pplk. Sochora 727/27, postal code 170 00, Praha 7.

All of the above rights can be asserted via email sent to the following address: dpo@prg.aero. This address may also be contacted in connection with a request for additional information regarding the above rights. Similarly, the above rights can be asserted at the address of the registered office of Prague Airport: K letišti 1019/6, Ruzyně, postal code, 161 00 Praha 6.

Withdrawal of Consent to Personal Data Processing

Prague Airport hereby informs you that you have the right to withdraw your consent to the processing of personal data for marketing purposes at any time without any restriction or harm by an email sent to: dpo@prg.aero. This address may also be contacted in connection with a request for additional information regarding the above rights. Similarly, the above rights can be asserted at the address of the registered office of Prague Airport: K letišti 1019/6, Ruzyně, postal code, 161 00 Praha 6.

Prague Airport does not transfer any personal data to third-party entities for commercial purposes.

Data Protection Officer

Any inquiries, suggestions or other filings you might have or make regarding the processing of your personal data may be sent to the data protection officer of Prague Airport:

Luboš Řádek, e-mail address: dpo@prg.aero.

Final Provisions

By granting this consent, you confirm that you are over 16 years of age.

You hereby also confirm that the provided personal data are complete and correct and that you have been advised that this is a voluntary provision of personal data. At the same time, you confirm that you grant this consent freely, specifically, in an informed and unambiguous manner.



VÁCLAV HAVEL AIRPORT PRAGUE

You can find more detailed information on the processing of personal data, including a description of your individual rights, on Prague Airport's website.

Annex No. 18 - Tenant's obligation in relation to fair working conditions and ethical business practices

I. PREAMBLE

- 1) Letiště Praha, a.s., as the Landlord, seeks to actively cultivate the work environment both at Václav Havel Prague international civil airport and outside it, and promote social responsibility aspects. An integral part of these efforts is the requirements that apply to tenants, including but not limited with respect to dignified and fair working conditions and occupational health protection for Tenant's employee and within their supplier chain.
- 2) The Parties declare to be fully aware of their own social responsibility and they wish to proceed in line with the principles of responsible public contract awarding. When performing the Contract, the Tenant agrees to meet all obligations stated in Annex No. 18 hereto.

II. COMPLIANCE WITH THE LAW

- 1) The Tenant agrees that all its work will be performed in line with the legal regulations applicable in place where specific work is being done.
- 2) Tenant's activities performed in the Czech Republic will always follow the legal regulations of the Czech Republic. The Tenant agrees that throughout the term of the relationship established hereunder, the Tenant will ensure that all legal regulations are observed, especially labour law regulations (such as remuneration, working hours, rest time between shifts, paid overtime work), regulations related to employment and occupational health and safety, especially the provisions of Act No. 435/2004 Coll., on Employment, as amended, and the Labour Code, with respect to all persons who participate in the Contract's performance (regardless of whether the work is performed by the Tenant or its subcontractors). The Tenant also agrees to ensure that all persons participating in the Contract's performance on behalf of the Tenant (regardless of whether the work is performed by the Tenant or its subcontractors) are registered in the relevant registers, such as the Czech Social Security register, and that they have a residence permit in the Czech Republic. The Tenant will also ensure that all persons that participate in the Contract's performance (regardless of whether the work is performed by the Tenant or its subcontractors) are trained on occupational safety and health and have been provided with personal protective equipment in accordance with the applicable legal regulations.

III. FAIR WORKING CONDITIONS

- 1) The Tenant agrees to comply with labour law regulations applicable in the place of work, namely with regulations issued by the International Labour Organisation (ILO), in relation to all persons who work for the Tenant.
- 2) The Tenant agrees that all of the following practices are excluded in its premises, regardless of whether the work under the Contract is performed by the Tenant or its subcontractors.
 - a) Illegal employment – Illegal employment means especially a condition when a person working for the Tenant does not have a valid employment contract with the Tenant corresponding to the work that he or she is doing and/or a condition when a person working for the Tenant does not have a resident permit to stay in the country where he or she is working or does not have a work permit to work in the given country.
 - b) Forced labour – Forced labour is any work that a person does under the threat of any punishment and/or that the person did not voluntarily offer to do.

- c) Child labour - A child is any person under the age of fifteen or younger than the minimum age limit as stated in the relevant local laws for performing work.
- d) Human trafficking - Human trafficking means any hiring, transporting, transferring, keeping or accepting persons subject to threats, force or other forms of pressure, by kidnapping, fraud, lies, abuse of power or by taking advantage of the helplessness of the given person, or by providing and/or accepting funds or other advantages to receive consent by a person who controls another person with the intention to exploit such person. Under this Annex, human trafficking means any situation when a Tenant or a third party with Tenant's knowledge restricts the free movement of staff members, conditions the person's employment by the removal of ID documents, travel documents and/or work permits.
- e) Bullying – Bullying means any form of mobbing and bossing or any other mental pressure exercised on a staff member and accompanied especially with libelling, ridiculing, humiliating, ignoring, embarrassing, intimidating, injustice, pecuniary loss, assigning work that does not correspond to the staff member's qualifications, etc.
- f) Discrimination – Discrimination means a condition when one person is treated in a less favourable manner than another person would be treated in a comparable situation due to race, ethnicity, nationality, religion, worldview, sex, age, or sexual orientation. Discrimination also means cases when a seemingly neutral provision, criterion and/or practice causes a certain disadvantage compared to other persons due to their religion, worldview, health condition, age or sexual orientation.
- g) Unequal pay – Unequal pay means a situation when all employees working for the employer are not entitled to the same salary, wages or pay for the same work performed or for work of the same value, given the complexity, liability and strenuousness of the work, working conditions, work performance, and work results.
- h) Unfair remuneration – Unfair remuneration means any situation when a staff member is not entitled to the proper corresponding level of remuneration for his or her work, i.e. the remuneration does not amount to the minimum wage, minimum wage scales, does not cover basic needs with respect to the place of work, does not correspond to a standard amount for similar work on the relevant labour market and/or the Tenant or third parties with the Tenant's knowledge make undue deductions and/or payment terms are not observed and/or the Tenant in the position of an employer does not pay due and timely contributions on its employees behalf or enables that obligations imposed on the employer are circumvented under other legal institutions (such as false self-employment).

(hereinafter "**Undesirable Practices**"), in any form.

- 3) Moreover, the Tenant agrees to adopt active measures against Undesirable Practices, especially to:
- a) Adopt a strategy to act against Undesirable Practices and to agree to comply with such strategy.
 - b) Enable all persons who perform any work for the Tenant to report any instance of Undesirable Practices.
 - c) To regularly train persons who perform work for the Tenant about the nature of Undesirable Practices, about the fact that such Undesirable Practices are not allowed and on how staff members can fight such practices.
 - d) Immediately review any and all reported cases of Undesirable Practices.
 - e) Not to allow any form of sanctions against any person who has reported that Undesirable Practices are being carried out either by the Tenant or by its employees, or a subordinate of such persons.

(hereinafter "**Measures**").

- 4) If the Tenant performs the Contract through subcontractors, the Tenant agrees that its subcontractor(s) will also adopt such measures. The Tenant is liable to the Landlord for Undesirable Practices hereunder as if the Tenant had committed them itself.

- 5) Furthermore, the Tenant agrees to provide the following to persons who work for the Tenant:
- a) A work environment that is healthy and safe, i.e. to proceed under occupational health and safety standards in the place of work and to timely inform staff members of any danger with respect to occupational health and safety and enable them timely work interruption, to record all incidents with respect to occupational health and safety, and to continuously adopt measures towards higher occupational health and safety, to provide staff members with the best possible equipment and protective aids.
 - b) The freedom of association in collective organisations (trade unions).

IV. ETHICAL BUSINESS PRACTICES

- 1) The Tenant agrees to conduct business in an ethical manner. The Tenant will act honestly, fairly, with an appropriate degree of business ethic and without damaging the good name of the Landlord. Damage to goodwill means especially any deliberate dissemination of false or misleading allegations and/or accusations towards the Landlord's customers and business partners or via the mass media and social media.
- 2) The Tenant agrees to always act transparently in a business relationship with the Landlord, i.e. to particular refrain from any acts in performed secretly through third parties.
- 3) At the Landlord's request, the Tenant will provide an up-to-date list of its actual owners and final beneficiaries.
- 4) When supporting and financing political parties and movements, the Tenant proceeds in accordance with the law and always provides funds through transparent accounts.
- 5) The Tenant agrees to avoid any contact with the Landlord's employees or persons acting on behalf of the Landlord in situations that could cause a conflict of interest or its appearance.
- 6) Throughout the business relationship with the Landlord, the Tenant may not employ or otherwise contractually bind the Landlord's employees or pay them unreasonable financial compensation and provide gifts and rewards of a non-financial nature, unless expressly agreed otherwise in the Contract. The provision of small entertainment and symbolic gifts, such as promotional items of a business partner, is considered acceptable. Gifts or remuneration that may result in an undue influence, a conflict of interest or, in extreme cases, corruption, or the mere appearance thereof, are unacceptable. The provision of gifts and entertainment is unacceptable in situations when deciding on the terms and conditions of the contract, when selecting a business partner, and subsequently negotiating on matters of contractual relationship.
- 7) If the Tenant or the Tenant's authorised representative or any member thereof is in a family or similar relationship or in another type of relationship (such as a personal or work relationship) with a Landlord's employee or a person acting on behalf of the Landlord who could represent a conflict of interest or an appearance of it, who can be expected to be able to influence the rights and obligations arising under the Contract, the Tenant is required to notify the Landlord thereof via the contact person indicated in the Contract, and if the person is such relationship is the Landlord's contact person, then via any member of the Landlord's authorised representative.

V. INSPECTIONS BY GOVERNMENTAL BODIES

- 1) The Tenant must immediately inform the Landlord if an inspection has been initiated at Václav Havel Airport Prague by a governmental body with respect to Tenant's work that might affect the subject matter of Annex No. 18 to the Contract. Subsequently, the Tenant must provide the Landlord with the results of such contact even without being requested to do so.

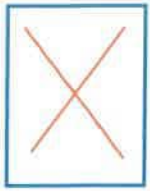
- 2) If a penalty has been imposed on the Tenant by a governmental body for an act / omission by the Tenant that is contrary to Art. II. and/or Art. III and/or Art. IV of this Annex No. 18 in relation to the Tenant's work at Václav Havel Airport Prague, the Tenant must immediately inform the Landlord thereof.
- 3) The Tenant must inform the Landlord that a public authority (especially the Labour Inspection Administration, regional inspectorates, regional public health authorities, etc.) has initiated proceedings against the Tenant and/or its subcontractor(s) for a violation of legal regulations that fall under Art. 2 of Annex No. 18 to the Contract and that was committed during the Contract's performance or in relation to it no later than within 10 days after the delivery of a notification of initiation proceedings. The notice provided by the Tenant will also include information on the date of delivery of notification on the initiation of proceedings. The Tenant must provide the Landlord with a copy of the final decision by which the proceedings under the previous subsection hereof ended, even without being requested to do so.

VI. INSPECTIONS BY THE LANDLORD

- 1) The Tenant agrees that the Landlord is entitled to perform inspections with the Tenant with respect to fair working conditions. They will consist mainly in obtaining information from publicly available sources, interviewing Tenant's employees and/or subcontractors, and finding information in the form of mystery shopping, i.e. acting as a Tenant's customer during the inspection.
- 2) Inspections are conducted by a Landlord's employee or by a third party authorised by the Landlord.
- 3) Subject to the Contract and this Annex, the Tenant must provide required cooperation for the inspection, namely:
 - a) at the Landlord's request, document the manner in which the implementation of the Measure is ensured,
 - b) at the Landlord's request, document and explain any other procedures that the Tenant applies to prevent Undesirable Practices.

VII. CORRECTIVE MEASURES

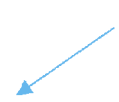
- 1) If the Landlord has a reasonable suspicion or if the Landlord receives a complaint that the Tenant may have violated Article II and/or Article III and/or Article IV of this Annex No. 18 to the Contract, the Landlord is entitled to ask the Tenant for an explanation or for the submission of evidence that would sufficiently prove the information provided in the Tenant's explanation; the Tenant is entitled to provide them to the Landlord. In such case, the Landlord is also entitled to convene a meeting with the Tenant's representatives regarding the manner and date to eliminate any deficiencies (hereinafter "**Corrective Measures**"), and the Tenant is obligated to participate in such meeting.
- 2) The Corrective Measures will also specify the manner of implementing the Corrective Measures and checking their efficiency.



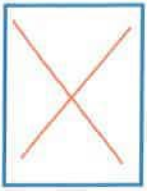
T1



T1 + T2 = ↓ 80.000 PAX



T2

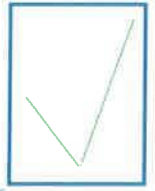


T1

= ↓ 200.000 PAX

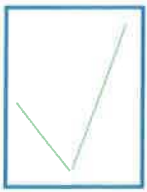
T2

= ↓ 200.000 PAX



OPENING HOURS = 8 HOURS

(T1 or T2 – in case both terminals handle less than 200.000 PAX)

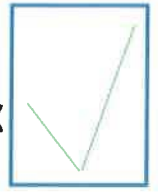


T1

= 200.000 - 399.000 PAX

T2

= 200.000 - 399.000 PAX



OPENING HOURS = 8 HOURS



T1

= ↑ 400.000 PAX

T2

= ↑ 400.000 PAX



OPENING HOURS = 14 HOURS