

2. Preamble

WHEREAS

- 2.1. Letiště Praha, a. s., a company incorporated under the laws of the Czech Republic, with its registered office at K letišti 1019/6, Ruzyně, 161 00 Prague 6, company identification no: 28244532 (“**Letiště Praha**”), plans to implement infrastructure changes consisting of the rerouting of the airport perimeter road and the replacement of the airport perimeter fence in the area of the ILS/GP06 radio navigation facility protection zone (the “**Infrastructure Changes**”), which may affect the technology of the ILS/GP06 facility;
- 2.2. The Client is the owner of ILS/GP06 facility and is interested in the preparation of a study to assess the impact of the proposed Infrastructure Changes on ILS/GP06;
and
- 2.3. The Contractor is interested in providing the study to the Client, is able and will act with the knowledge and care normally associated with its business or profession or condition, has complied with all the terms and conditions of this Contract and is authorized to enter into this Contract and to duly perform the obligations contained herein;

the Parties agree to enter into this Contract.

3. Subject matter

- 3.1. The subject matter of this Contract is the obligation of the Contractor to provide to the Client, at its own cost and risk, the work consisting in the preparation of a study evaluating the Infrastructure Changes on the technology of the ILS/GP06 navigation facility (the “**Work**”). A more detailed specification of the Work is specified in Annexes 1-5 to this Contract.
- 3.2. The Contractor shall deliver the Work to the Client in printed form and in pdf format on CD.
- 3.3. The Client undertakes to pay the Contractor the price for the Work agreed in article 4.1 of this Contract.

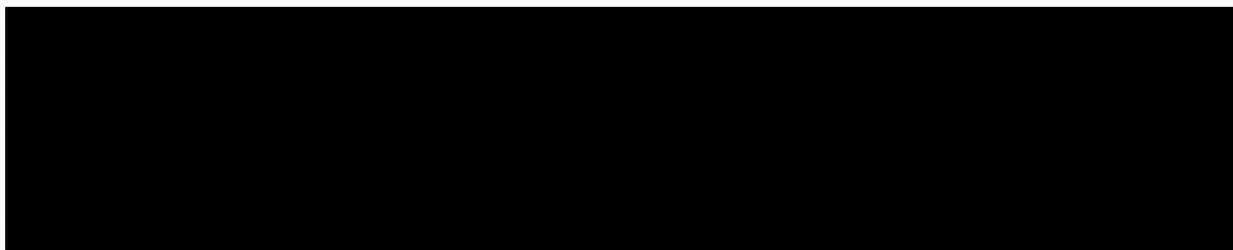
4. Price

- 4.1. The total price of the Work specified in Article 3.1 of this Contract shall be agreed by the Parties as a fixed price and shall be as follows:

EUR 14 265,- exclusive of VAT

(in word: fourteen thousand two hundred sixty-five EUR exclusive of VAT)

- 4.2. The price shall be calculated on the basis of man-hours as follows:



- 4.3. The price for the Work duly performed under this Contract shall be determined by agreement between the Parties in accordance with the Act on Prices 526/1990 Coll. The price shall be

final and shall include all costs, fees, charges and licence fees and shall cover all other services provided in connection with the Work by the Contractor. The price may be changed only by written amendments to this Contract signed by both Parties and numbered in ascending order.

5. Payment Terms

- 5.1. Payment to the Contractor under this Contract shall be made in EUR to the Contractor's bank account specified in Article 1 of this Contract.
- 5.2. Payment by the Client shall be made on the basis of an invoice issued by the Contractor after delivery of the Work and signing of a handover protocol.
- 5.3. Each invoice, marked with the Client's contract number as stated in the heading of this Contract, including a copy of the handover protocol, shall be sent in writing to the address of the Client specified in Article 1 of this Contract or by e-mail from the e-mail address of the Contractor [REDACTED] ■ the e-mail address of the Client: [REDACTED] otherwise it shall be returned to the Contractor. Invoices shall be due within thirty (30) days of receipt by the Client.
- 5.4. The Client may return the invoice if it contains inaccurate or incomplete information or if the price is incorrect. Any such return must be made before the due date of the invoice. In such a case, the Contractor shall issue a new invoice or make a correction to the original invoice and set a new due date for payment. If the invoice is duly returned, the due date shall cease to run and a new due date shall run from the date of delivery of the corrected or completed invoice to the Client.

6. Place of performance

The place of performance of this Contract shall be the registered office of the Client as specified in Article 1 of this Contract.

7. Date of performance

- 7.1. The Contractor shall hand over the Work duly performed no later than T0+6 months, where T0 is a day on which the Contract comes in effect.
- 7.2. For the purpose of this Contract, a "month" means 30 consecutive days.

8. Contractor's obligations

- 8.1. The Contractor undertakes to carry out the Work in a proper and timely manner. The Client undertakes to accept the Work and to pay to the Contractor the price for the Work delivered under the terms and conditions set out in this Contract.
- 8.2. The Contractor undertakes that the Work will comply with all the requirements specified in this Contract and in Annex 1 to this Contract. The Contractor is obliged to carry out the Work with qualified professionalism and due care, acting fairly and impartially, and in a manner that is considered to be common practice in the provision of similar studies. In the event of a discrepancy between the Work and the actual situation subsequently discovered by the Client, the Contractor shall be liable for any damage caused thereby and for all costs incurred by the Client in arranging for remedy.
- 8.3. The Contractor shall fulfil its obligation to carry out the Work by completing and handing over the Work to the Client within the period specified in Article 7.1 of this Contract. Upon

completion of the Work, the Contractor and the Client shall sign a handover protocol confirming that the Work has been duly handed over to the Client.

- 8.4. Ownership of the tangible parts of the Work (including particular versions, drafts, final reports, other documents and information) delivered under this Contract shall be transferred to the Client upon signing of the handover protocol.

9. Client 's obligation

The Client shall provide the Contractor with all necessary assistance to the extent required for the performance of this Contract, namely

- a) providing information, documents and other materials relating to the relevant matters under this Contract;
- b) arranging the timetable and coordination;
- c) arranging premises for the mutual meetings of the working teams.

10. Contact persons

- 10.1. The contact persons for the purposes of this Contract are as follows:



- 10.2. The above-mentioned contact persons may provide the other Party with a list of further contact persons or amendments thereto. A list of designated contacts shall be sent by electronic (digital) means, such as an e-mail message, with attachments converted to pdf format and signed with at least a certified electronic signature (according to eIDAS), or the data box, or by a paper mail via a postal licence holder.

11. Contractual penalties

- 11.1. In the case of a breach of contractual obligations, the Parties shall agree on a contractual penalty.
- 11.2. If the Client provides the conditions for the performance under this Contract, but the Contractor fails to deliver the Work within the periods referred to in Article 7.1, the Client may claim from the Contractor a contractual penalty in the amount of 0.05 % of the total price of the Work specified in Article 4.1 for each day of delay.
- 11.3. In the case of a breach of the obligations of the Contractor stated in Article 8 of this Contract, the Client may claim from the Contractor a contractual penalty in the amount of EUR 500 for each individual breach.
- 11.4. In the case of a delay in payment of a duly issued invoice, the Client shall pay to the Contractor a contractual penalty in the amount of 0.05% of the unpaid amount for each day of delay.
- 11.5. In the case of a breach of the rules of entry of external entities according to the Article 13.5, the Contractor shall pay the Client a contractual penalty of EUR 500 for each individual breach.
- 11.6. Contractual penalties shall be due and payable within thirty (30) days from the date on which a demand for their payment issued by the entitled Party is delivered to the liable Party.

- 11.7. The Parties agree that the provisions on contractual penalties shall be without prejudice to the right to compensation for damages arising from the breach of the obligation to which the contractual penalty relates, and that the right to compensation for damages may be claimed independently of the contractual penalty and in full.

12. Force Majeure

- 12.1. Neither Party shall be legally liable to the other if it is unable to perform its obligations under this Contract due to an event of force majeure, i.e. an event beyond its reasonable control. In such a case, the Party which is prevented from performing its obligations under the Contract by the event of force majeure shall give notice of the event and the period referred to in Article 7.1 shall be extended by the number of days necessary to overcome the causes of the delay.
- 12.2. Performance under this Contract shall be resumed as soon as practicable after the event has ended. If the performance of all or part of this Contract is delayed for more than three (3) months as a result of force majeure, either Party may request termination of this Contract or the affected part thereof. In the event of termination of the Contract, all claims of both Parties shall be settled in such a way as to avoid any unjust enrichment of either Party.
- 12.3. Termination of this Contract in accordance with the above shall not affect the debts already due between the Parties.

13. Other Provisions

- 13.1. By signing this Contract, the Contractor acknowledges that it is not authorized to disclose or disseminate any information which could affect the security of civil aviation, namely due to the requirements for maintaining the security of civil aviation resulting from the relevant legislation (in particular the Aviation Regulation L 17 based on ICAO regulations), which require air navigation service providers to take appropriate actions as a basis for ensuring the protection of civil aviation against acts of unlawful interference. Particularly, the Contractor shall not reproduce or redistribute in any way any information acquired in connection with the performance of this Contract.
- 13.2. A trade secret within the meaning of Section 504 of the Civil Code is the price calculation set out in Article 4.2 of this Contract and the contents of Annexes 1-5 to this Contract, which shall therefore not be published or made available under Article 16.3 of this Contract.
- 13.3. The Client and the Contractor shall comply with the rules on the protection of personal data in accordance 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), i.e. the GDPR Regulation, and pursuant to other generally binding legal provisions on the protection of personal data. More information on the protection of personal data by the Client is available at
- <https://www.ans.cz/categorysb?CatCode=A6>
- 13.4. No amendment, alteration, modification or addition to this Contract shall be valid unless made in writing and duly executed by the Parties hereto.
- 13.5. The Contractor shall comply with the rules of entry of external entities to the premises and objects of the Client. The obligations of the Contractor regarding the entry of external entities to the premises and objects of the Client are specified on the following website:

<https://www.ans.cz/categorysb?CatCode=A8>

14. Termination of Contract

- 14.1. Both Parties declare that in the event of non - performance of mutual obligations they will use all available means to achieve factual remedy.
- 14.2. If no amicable settlement can be reached, either Party may terminate the Contract if the other Party is in material breach of its obligations under the Contract. Notice of termination must be given in writing, stating the reason for termination.
- 14.3. For the purposes of Article 14.2, the following actions shall be considered a material breach of the Contract, with the possibility of immediate termination of the Contract:
 - 14.3.1. a delay of more than thirty (30) days in the delivery of the Work or part of the Work due under the terms of Article 7.1;
 - 14.3.2. a breach by the Contractor of any of the obligations referred to in Article 8.
- 14.4. The Contractor shall be entitled to terminate this Contract if the Client is in default of payment of any invoice for more than thirty (30) days.
- 14.5. Either Party shall be entitled to terminate this Contract if the other Party becomes bankrupt in accordance with its national law.
- 14.6. Termination shall take effect on the date of delivery of the written notice to the other Party.
- 14.7. This Contract may be terminated by mutual consent of both Parties.
- 14.8. In the event of termination of the Contract, all claims of both Parties shall be settled in such a way as to avoid any unjust enrichment of either Party.

15. Assignment

- 15.1. Neither Party to this Contract shall be entitled to assign or transfer any of its rights or obligations hereunder to any third party without prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 15.2. The Contractor shall be entitled to subcontract any part of this Contract under his responsibility.

16. Final Provisions

- 16.1. If the creation of the Work results in a work of authorship, the Contractor agrees to grant to the Client an exclusive licence to the Work, without any territorial or temporal restrictions, for the purposes specified in the Preamble to this Contract. The Client is entitled to grant a sublicense to the same extent and for the same purpose to Letiště Praha.
- 16.2. The Parties agree that this Contract shall be governed by Czech Law, namely the provisions of Civil Code. Any dispute, controversy and/or claim arising out of or in connection with this Contract, which cannot be settled amicably by the Parties, shall be finally settled by the competent court of the Czech Republic.
- 16.3. The Contractor acknowledges that the Client is obliged to publish this Contract and information and documents related to the performance under this Contract pursuant to Act No. 340/2015 Coll. on the Register of Contracts, as amended. The Contractor also acknowledges that the Client is obliged to provide information pursuant to Act No. 106/1999 Coll. on Free Access to Information, as amended.
- 16.4. This Contract shall be executed in four (4) counterparts in the English language, of which each Party shall receive two (2) counterparts.

- 16.5. The Parties agree to the contents of this Contract and, in witness of their free and serious will, have caused this Contract to be executed by their duly authorized representatives.
- 16.6. This Contract shall become valid upon its signature by both Parties and shall enter into effect on the date of its registration in the Register of Contracts.

The integral part of this Contract is:

Annex No. 1 – Specification Study on GP06

Annex No. 2 – Perimeter road LKPR v1_ortofoto

Annex No. 3 – Perimeter road LKPR v3_ortofoto

Annex No. 4 – Typical fence

Annex No. 5 - Fence – cross-section

