

Mutual agreement

(hereinafter referred to as „**Agreement**“)

CAH ref. No. 0122002910

Between

INFORM Institut für Operations Research und Management GmbH

Registered office: Pascalstr. 35, 52076 Aachen, Germany

Company identification No: HRB 1144

VAT No: DE 123 599 767

CR incorporation: Amtsgericht Aachen

(hereinafter referred to as „**INFORM**“)

and

Czech Aeroholding, a.s.

Registered office: Praha 6, Jana Kašpara 1069/1, post code 160 08

Company identification No.: 248 21 993

VAT No: CZ699003361

CR incorporation: Municipal Court in Prague, Section B, Insert 17005

(hereinafter referred to as „**CAH**“)

Individually hereinafter referred to as „Party“ and together as „Parties“.

Preamble:

1. Inform and CAH entered on March 30th, 2012 into the Agreement on Assignment of IP Rights CAH No. 2005/00334/3, as amended (hereinafter referred to as „**Assignment**“);
2. Inform and CAH entered on August 3rd, 2012 into the Statemnt of Work for the supply of RMS, CAH No. 0124000050 (hereinafter referred to as „**SoW**“);
3. Inform and CAH entered on August 3rd, 2012 into the Service level agreement and agreement on the provision of customization services for the resource management system (RMS), CAH No. 0124000051, (hereinafter referred to as „**SLA**“);
4. Inform and CAH entered on January 20th, 2014 into the Settlement agreement, No. 0124000050/31 03 018/2005-00334-4 including Amendment No. 1 to the Settlement Agreement No.:0122001933 dated on March 26 2016th (hereinafter referred to as „**Settlement**“);

Assignment, SoW, SLA and Settlement hereiafter collectively referred to as „**Original Agreements**“

1. Subject

- 1.1. Both Parties hereby acknowledge that, as of the date of signing this Agreement, neither Party has any financial or any other rights and obligations towards the other Party in respect of the above mentioned Original Agreements (from any individual or any of them together) and that no claims related to the Original Agreements will be raised against one Party by the other Party whatsoever. Excluded from subject of this Agreement are all rights designated in Original Agreements to survive any termination of any Original Agreement.

2. Final Provisions

- 2.1. This Agreement will come into force and become effective as of the day of its signing by both Parties.
- 2.2. This Agreement shall be governed by the legal system of the Czech Republic.
- 2.3. The Parties have agreed to resolve all disputes which may arise between them in connection with this Agreement by amicable negotiations and reciprocal agreement. If they fail to resolve the dispute within thirty (30) days from the day it has arisen, such dispute will be submitted by one Party to the competent court having the local and subject-matter jurisdiction over the matter. The Parties have hereby agreed on the local jurisdiction of general court of the CAH pursuant to Section 89a of the Act No. 99/1963 Coll., the Rules of Civil Procedure, as amended.
- 2.4. The Agreement has been drawn up in two (2) counterparts in the English language of which each Party will receive one (1) counterpart.

THE PARTIES HEREBY DECLARE THAT THEY HAVE READ THIS AGREEMENT AND AGREE WITH ITS CONTENTS, IN WITNESS WHEREOF THEY ATTACH THEIR SIGNATURES:

In: Prague

In: Aachen

Date:

Date:

For the CAH:

For the Inform:

Signature: _____

Signature: _____

Name: Radek Hovorka

Name:

Title: Vice-Chairman of the board of directors

Title: SVP Aviation Division

Signature: _____

Signature: _____

Name: Petr Pavelec

Name:

Title: Member of the board of directors

Title: