

COOPERATION AGREEMENT

(hereinafter the „Agreement“)

Provider's Reg. No: 0230004086

Customer's Reg. No.: CW2751821

Letiště Praha, a. s.

Registered office: K letišti 1019/6, Ruzyně, 161 00 Praha 6

Incorporated in the Companies Register kept with the Municipal Court in Prague, Section B, Insert 14003

Company ID: 282 44 532

Taxpayer's ID: CZ699003361

Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.

Account No (CZK): [REDACTED]

Represented by: Ing. Radek Hovorka, Vicechairman of the Board of Directors, and Ing. Jiří Kraus,
Member of the Board of Directors

(hereinafter the “Provider”)

and

Mastercard Europe SA, organizační složka

Registered office: Na poříčí 1079/3a, Nové Město, 110 00 Praha 1

Company ID: 693 45 724

Taxpayer's ID: CZ69345724

represented by: Miroslav Lukeš, Duly Authorized Representative

(hereinafter the “Customer”)

The Provider and the Customer (hereinafter jointly referred to as “**Contracting Parties**” and individually as the “**Contracting Party**”) have agreed the following within the meaning of the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the „**Civil Code**“), on the day, month and year given below:

1. PREAMBLE

- 1.1** The Provider is an operator of the international civilian airport Prague/Ruzyně (Václav Havel Airport) (hereinafter the “**Prague/Ruzyně Airport**”), providing, among other, de luxe check-in services to passengers as part of its activities (hereinafter the „**Services**“), and also through the **Mastercard Lounge** airport lounge at Terminal 1 of Prague/Ruzyně Airport (hereinafter the „**Airport Lounge**“).
- 1.2** The Customer is a technology company providing payment services and is interested in using the Provider's Services for the needs of its Clients as well as for third parties (hereinafter the „**Clients**“) and using navigation boards specified in more detail in Annex No. 2 hereto navigating passengers exclusively to the Airport Lounge (hereinafter the “**Navigation Boards**“).

2. SUBJECT-MATTER OF AGREEMENT

2.1 Under this Agreement

The Provider agrees to provide the Client, effective of 19th June 2018, with the following Services:

- 2.1.1.1 The Airport Lounge services for a limited number of Clients of the Customer in the scope specified in Article 3.1 hereof (hereinafter the “**Contractual Entries**”),
- 2.1.1.2 The Airport Lounge services to the Clients of the Customer beyond the scope of the Contractual Entries and
- 2.1.1.3 To use the Navigation Boards to the Airport Lounge in the scope specified in Annex No. 2.
- 2.1.2 The Customer agrees to:
- 2.1.2.1 To pay a fee for the agreed Contractual Entries and for the placement of Navigation Boards under clauses 2.1.1.1 and 2.1.1.3 in line with Article 4. hereof, and
- 2.1.2.2 To use Navigation Boards in a manner and under the terms agreed herein.

2.2 The Provider may unilaterally change the terms of the provision of Services in the Airport Lounge without having to amend the Agreement in writing. The Provider undertakes to inform the Customer of any changes made via registered mail or fax sent to the contact address given in clause 3.8 hereof, always at least one month before such change becomes effective. Should the Customer disagree with such change, the Customer may withdraw without further financial liability from this Agreement in writing, by the date when such change becomes effective at latest.

3. RIGHTS AND OBLIGATIONS OF CONTRACTING PARTIES

3.1 Contractual Entries

3.1.1 For the purposes hereof, the Contractual Entries include the Airport Lounge Services in the scope of clause 3.1.2 hereof and the Customer agrees to take the delivery of the Contractual Entries every year

3.1.1.1 in the scope of [REDACTED] entries of Clients per calendar year (The Client shall mean the Customer’s Client and his/her escort older than 3 years of age (children up to 3 years are free of charge)), or

3.1.1.2 Multiple entries under a written agreement of the Contracting Agreement regarding an increased number of entries and any other entry beyond the scope agreed in clause 3.1.1.1 hereof will be charged within the meaning of the provisions of clause 4 hereof; for the purposes of this clause 3.1.1.2 hereof, a written agreement of the Contracting Parties also means an agreement entered into via e-mail messages,

and should the Agreement be in effect for less than 12 (twelve) months in the given calendar year, the Customer agrees to take the delivery of Contractual Entries equal

to the aliquot proportion for the duration of the Agreement in the given calendar year.

For the avoidance of doubt, the Contracting Parties acknowledge that under no circumstances the less number of entries than the scope agreed in clause 3.1.1.1 hereof does not constitute the right of the Customer to a financial compensation for unused entries.

- 3.1.2 The Customer is entitled to enter into an agreement on providing with the Contractual Entries with any third person, except any airlines, travel agencies and companies which provides the same services as airlines or travel agencies.
- 3.1.3 The Contractual Entries include the Airport Lounge Services in the following scope:
- privacy in a pleasant environment
 - all inclusive refreshments (snacks, non-alcoholic and alcoholic beverages)
 - individual care for the Client (including addressing any complaints from Clients with regard to the Services)
 - only for departures from Terminal 1 of Prague/Ruzyně Airport, to the Non - Schengen area
- 3.1.4 The Customer's Clients who intend to use the Contractual Entries, will be provided with the Airport Lounge Services following the presentation of the Customer's identifier (the visual form of which is given in Annex No. 1 hereto) and upon an entry, the Airport Lounge staff will record the number in a secured format of this identifier for the purposes of inspections by the Customer and will verify the identifier validity date.
- 3.2 The Airport Lounge Services beyond the scope of the Contractual Entries**
- 3.2.1 The Provider agrees to provide the Customer's Clients with Airport Lounge Services beyond the scope of Contractual Entries.
- 3.2.2 The fulfilment provided beyond the Services given in Article 3.1 hereof, specifically beyond the basic offering of refreshments, based on requirements of individual Clients, will be charged by the Provider directly to such Clients according to the current price list of the Provider (hereinafter the "**Price List**"), unless the Contracting Parties agree otherwise. The Provider agrees to inform the Clients of this before the services are provided. The Provider acknowledges and agrees that the Customer is not responsible for any such charges to Clients.
- 3.2.3 Due to the fact that the Airport Lounge is open daily (from 5:30 a.m. to 23:30 p.m.), the Customer is not required to make the reservations for the Clients, however he must inform the Clients of the opening hours. The Provider may unilaterally change the opening hours according to the current timetable and the Airport Lounge will be open at least 14 hours a day.
- 3.3 With regard to the Airport Lounge, the Customer agrees:**

- 3.3.1 To retain the name and logo of the Airport Lounge - Mastercard Lounge (hereinafter the „**Branding**“) and in the event that an amendment to the branding of the Airport Lounge is agreed upon by the Contracting Parties, the Customer undertakes to:
- 3.3.2 To prepare a branding manual (name, logo, logo protection zone, font, colour, size, its relative placement to the Airport Prague logo etc.) of the lounge where the new logo must not appear independently without the Airport Prague logo and while maintaining the corporate identity of both the Customer and the Provider,
- 3.3.3 To bear any branding related costs (graphic design, production, installation and deinstallation of material, including printed promotion materials etc.) and any potential future rebranding, e.g. if the name of the Customer or lounge is changed as required by the Customer,
- 3.3.4 Any rebranding must be made 1x per two calendar years at maximum, and this must be notified by the Contracting Party at least 2 months in advance and agreed in writing by both Contracting Parties, an earlier rebranding by the Customer is possible only after a written consent of the Provider,
- 3.3.5 To perform reconstruction/renovation of the Airport Lounge space at his expense; the Customer agrees to furnish the Airport Lounge with interior equipment, particularly with sitting furniture (chairs, armchairs, sofas), tables and small tables, bars, desks with integrated ports, decoration walls (large-format prints etc.) dividing screens, partitions and other interior elements in client zones, children corner and other interior equipment, in a previously agreed and specified standard while to maintain a minimum capacity of 230 seats with the Provider, while maintaining the Customer acknowledges that with regard to the nature of the Airport Lounge, the reconstruction/renovation will be performed while the Airport Lounge is still in operation, i.e. the Airport Lounge may not be closed during the reconstruction/renovation and its operation may only be limited following a prior consent of the Provider. In the course of reconstruction/renovation, the Customer agrees to proceed with due care and thoughtfully to third parties using the Services of the Airport Lounge with an emphasis on the safety at work and to assist and abide by his instructions so that the Airport Lounge operation is limited or affected to a minimum. Unless agreed otherwise by the Contracting Parties, the Airport Lounge will be handed over to the Provider by the Customer on 19 June 2018. The Customer agrees to perform the reconstruction/renovation of the Airport Lounge no later than 30th November 2018. The Customer is in the process of reconstructing/renovating the Airport Lounge entitled to delegate the performance of the sub-activities to another professionally qualified entity (hereinafter referred to as the "Subcontractor") on the basis of the prior written consent of the Provider. In the event of consent to such subcontracting, the Customer is responsible for carrying out these activities just as if he did these himself.
- 3.3.6 Following the Agreement termination for any reason, to offer the Provider any and all equipment and furnishings of the Airport Lounge procured by the Customer at his expense, for repurchase for the price agreed by both Contracting Parties.

- 3.3.7 Any steps in the reconstructions/renovation, branding, or rebranding, interior equipment and design of the Airport Lounge space must be consulted with the Provider, and the Customer must always have the final appearance of the reconstruction/renovation, branding or rebranding, interior equipment and Airport Lounge design approved in advance in writing by the Provider.
- 3.3.8 To contribute financially and organisationally to the reconstruction and supply of equipment to the premises as part of the extension of the Airport Lounge capacity by 250 places in the next three consecutive years, i.e. year 2019 - 2021, within the scope and according to the timeline agreed in advance with the Provider. The Parties shall conclude a separate agreement in respect of the conditions of financing and/or method of settlement and the conditions of cooperation in respect of the reconstruction and supply of equipment of the Airport Lounge in accordance with this clause 3.3.8. The Customer shall use best endeavours to cooperate with the Provider in order to complete the reconstruction. The Provider hereby notifies the Customer and the Customer hereby notes that the reconstruction of the Airport Lounge shall be carried out whilst the Airport Lounge shall be fully operational, therefore the Airport Lounge cannot be at any time closed, although the operation of the Airport Lounge can be limited with a prior approval of the Provider. The Customer is in the process of reconstructing/renovating the Airport Lounge entitled to delegate the performance of the sub-activities to another professionally qualified entity (hereinafter referred to as the "Subcontractor") on the basis of the prior written consent of the Provider. In the event of consent to such subcontracting, the Client is responsible for carrying out these activities just as if he did the by own.

3.4 Navigation Boards

- 3.4.1 The Customer may use the Navigation Boards only for the placement of navigation to the Airport Lounge. The numbers, technical data, placement and maximum size of each of the Navigation Boards are specified in Annex No. 2 hereto – Navigation Boards Specifications.
- 3.4.2 In case the Customer decides to change the existing Navigation Boards, especially as a result of a conceptual change to the presentation of the Customer, the Customer is obliged to present a visualisation of the Navigation Boards to the Provider for a written approval, such approval not to be unreasonably withheld. The Customer is entitled to change the existing Navigation Boards with a prior written approval of the Provider maximally once (1x) every two (2) years.
- 3.4.3 When the visualisation of the Navigation Board is made, the Customer must obtain a prior written agreement of the Provider with the modified visualisation, and the Provider may not unreasonably withhold his consent.
- 3.4.4 In principle, the Customer must perform any installations, deinstallations and maintenance of Navigation Boards at night, following a prior written consent of the Provider and under conditions specified by the Provider not to disrupt the safety and continuity of check-ins of passengers, unless agreed otherwise by the Contracting Parties.

- 3.4.5 The Customer must pay any costs related to the installation, maintenance, repairs, replacement and deinstallation of the Navigation Boards.
- 3.4.6 When using the Navigation Boards, the Customer must comply with generally binding legal regulations, particularly in the field of advertising, protection of competition and related regulations, including any international and domestic advertising codes of conduct.
- 3.4.7 The Customer must comply with any safety, operational, technical and fire-fighting regulations and instructions by the Provider, as well as any in-house rules regulating the airport operation and to provide training in this area to all of his employees working in the airport premises and to regularly repeat and update such training.
- 3.4.8 If damage to Navigation Boards is discovered or reported, the Customer must proceed with repairs of the navigation Boards without undue delays, however within 72 hours from the moment when the damage is discovered or reported and if the damage is beyond repair to remove the damaged part of the Navigation Board and replace it with a new one.
- 3.4.9 The Customer must endure any necessary limitations to the use of the Navigation Boards, if any planned building adaptations are made, or any limitations arising from emergency situations or removal of obstacles having an origin in the airport operation or related circumstances for the necessary time.
- 3.4.10 The Customer must perform any installations, deinstallations, repairs of Navigation Boards through his employees or collaborators. The performance of such activities through third parties (particularly contractual partners of the Customer in the field of advertising and marketing services) is only permissible following a prior written consent of the Provider, and the Provider may not unreasonably withhold such consent.
- 3.4.11 The Customer must contribute by his actions and overall business policy to creating a positive environment at the Prague/Ruzyně international civilian airport.
- 3.4.12 Upon the Agreement termination, the Customer must remove the Navigation Boards from the provided areas within 2 working days following the Agreement termination and to reinstate them to the original condition; should the Customer fail to do so in the period under the preceding sentence, the Provider may reinstate the areas to the original condition at the Customer's expense, and the costs charged by the Provider may exceed the usual costs on the market charged for such services. A hand-over of the provided area to the Provider will take place under a handover certificate capturing any changes occurring during the placement of the given Navigation Boards.
- 3.4.13 The Provider must inform the Customer of the necessity to perform building adaptations or other activities that may have a negative impact on the use of Navigation Boards by the Customer sufficiently in advance; this does not apply to repairs necessitated by force majeure or in case of emergencies.

- 3.4.14 Following their discovery, the Provider must immediately inform the Customer of any breakdowns or damage of f the Navigation Boards.
- 3.4.15 Following mutual agreement, the Provider must allow an access to authorised personnel of the Customer, or to persons authorised by the Customer, to the Navigation Boards to perform the obligations by the Customer hereunder.
- 3.4.16 The Customer is liable for any damage incurred by the Provider in connection with the use of the Navigation Boards, including but not limited to any damage arising during the installation, deinstallation, maintenance and repairs of the Navigation Boards, regardless of whether such damage is caused by the Customer or third parties who have caused the damage when performing activities for the Customer.
- 3.4.17 The Provider is only liable for any damage occurring on the Navigation Boards if the damage is caused by his actions.
- 3.5 The Customer agrees to present and offer the Airport Lounge Services to his Clients and business partners to make use of the Airport Lounge capacity to the maximum. When presenting the Provider's Services, the Customer must maintain a good name and good reputation of the Provider. When presenting the Services, the Customer may use photos and logos of the Provider's premises and text describing the Services only following a prior consent of the Provider with the form and content of the presentation of Services.
- 3.6 The Customer may place an advertising stand or showcase in the Airport Lounge (of the maximum size of 160 x 55 cm) with marketing and advertising items of the Customer and to use the wall with prints for branding and an interactive wall with TV monitors. The Provider informs the Customer and the Customer acknowledges that the Customer is not authorized to provide any advertising to third parties in the Airport Lounge, in particular it is not entitled to advertise directly or indirectly products or services of third parties or place any third-party marketing or promotional items in the Airport Lounge without the prior written consent of the Provider.
- 3.7 The Provider's contact details are as follows:

Letiště Praha, a. s.
[REDACTED]
Address: K letišti 6/1019, 16008, Praha 6
Telephone: [REDACTED]
Mobile: [REDACTED]
E-mail: [REDACTED]

- 3.8 The Customer's contact details are as follows:

Mastercard Europe SA
[REDACTED]
Address: Palladium, Na Poříčí 1079/3a | 110 00
Mobile: [REDACTED]
E-mail: [REDACTED]

4. FEE AND PAYMENT TERMS

- 4.1 The Contracting Parties agreed that for the fulfilment specified in Article 2.1, the Customer will pay the Provider a fixed fee of [REDACTED] per calendar month excl. VAT (hereinafter the "Fee"), unless agreed otherwise in relation to Article 3.1.1.2 in connection with Article 4.2 hereof. VAT at the rate applicable under valid legal regulations as of the taxable performance date will be added to the Fee. For the avoidance of doubt, the Contracting Parties state that the Provider is entitled to the full Fee regardless of whether the Customer will make use of all Contractual Entries.
- 4.2 The Contracting Parties agreed that each entry beyond the scope of Contractual Entries defined in clause 3.1.1.1 will be charged at [REDACTED]
- 4.3 The Contracting Parties agreed that the Customer will pay the Fee, potentially increased for the additional fee due pursuant to clause 4.2, monthly. The Customer agrees to pay the Fee under the preceding sentence hereof on the basis of an invoice issued by the Provider. The Provider may issue the invoice no sooner than on the first day of the month following the calendar month, for which the Fee is settled, unless agreed otherwise by the Contracting Parties. The last calendar day of the month for which the invoice is issued, is the taxable performance date.
- 4.4 Any invoices issued hereunder will have all requirements prescribed by Act No. 235/2004 Coll., on Value Added Tax, as amended. The Contracting Parties agree that the invoices – tax documents issued hereunder will have either paper or electronic form in pdf format.
- 4.5 The invoices – tax documents issued hereunder are payable within 45 days from their issue date. The receivable is settled when the amount is credited to the Provider's account. Should date the due date fall upon Saturday, Sunday, rest day or public holiday within the meaning of valid and effective legal regulations of the Czech Republic or December, 31 or day which is not a working day pursuant to Act No. 370/2017 Coll., on Payment Transactions, as amended, the due date is postponed to the closest following working day.
- 4.6 Should not the invoice have all requirements within the meaning of the valid legal regulations of the Czech Republic, the Customer may return the invoice to the Provider within 5 (five) working days following its delivery. Upon returning a defective document, the maturity period is suspended and once the corrected document is received a new 45 (forty five) day period commences again. Should the Customer return a duly issued invoice with all prescribed requirements, the maturity period is not suspended.
- 4.7 Should the Customer fail to settle the invoiced amount in due and timely manner and should not settle it properly in the period of ten (10) business days from the delivery of the written notice, the Customer agrees to pay the Provider a contractual default interest of 0,05% the outstanding amount per day.
- 4.8 Every year, starting from 1st January 2019, the Provider may, by a unilateral legal act, change the Fee and price for an entry and check-in of the Client under Article 4.2 hereof for the percentage equal to average annual inflation rate announced by the Czech Statistical Office for the preceding calendar year ("Indexing"). The change of the Fee and price for check-in

under Article 4.2 hereof will be effective from the first day of the month following the month in which the Indexing was announced to the Customer.

5. SANCTIONS

- 5.1 Should the Provider fail to provide the Customer the services in the scope hereunder for reasons for which the Provider is liable, the Provider agrees to pay the Customer a contractual penalty of [REDACTED] for each breach.
- 5.2 Should the Customer breach any obligation arising from Articles 2.1.2.2, 3.3, 3.4 and 3.5, the Customer agrees to pay the Provider a contractual penalty of [REDACTED] for each breach.
- 5.3 The Contractual Penalty is payable to the account within 45 (forty five) working days from the date when the request for its settlement is made.

6. TERM AND TERMINATION

- 6.1 This Agreement is entered for a definite period of time, until 18th June 2023, unless terminated earlier in accordance with the terms of this clause 6.
- 6.2 Should any of the Contracting Parties breach repeatedly (at least 3 times) any of its material obligations specified herein, the other Contracting Party may withdraw from this Agreement. The party may only withdraw from the Agreement, if the other Contracting Party has been requested in writing to remove the deficiencies in the fulfilment of its obligations and it failed to remove the deficiencies specified by the withdrawing Contracting Party within the reasonable period (at least 30 calendar days). This will not apply, for the withdrawing Contracting party incurred or is at the risk of incurring damage arising from the breach of the Agreement. The withdrawal is effective as of the date when the other Contracting Party is delivered a written notification.
- 6.3 Any of the Contracting Parties may terminate this Agreement, even without giving a reason. In such case, the notice period shall be 12 months and commences on the first day of the month following the month, in which the notice of termination was delivered to the other Contracting Party.
- 6.4 The Contracting Parties agree that in the event of termination of this Agreement, the Customer is not entitled to compensation for any potential benefits that the Provider may have by taking over the client base built by the Customer in the Airport Lounge. The Provider agrees not to disclose the Client database to a third party. Furthermore, the Provider agrees that in the event of termination of this Agreement, Customer shall only be responsible to pay the Fees up to the effective date of termination.

7. FINAL PROVISIONS

- 7.1 This Agreement contains an entire agreement of the subject-matter hereof and any and all requirements that the Contracting Parties had and wished to agree in the Agreement, and that they consider important for this Agreement to be binding. No manifestation of will of the Contracting parties made during the negotiations regarding this Agreement and no

manifestation of will made following the conclusion hereof may not be interpreted in conflict with the explicit provisions hereof and does not constitute an obligation by any of the Contracting Parties.

- 7.2 The Contracting Parties agree that they do not wish that any rights and obligations established between the Contracting Parties or from the generally recognised or industry practice related to the subject-matter hereof are inferred beyond the scope of explicit provisions hereof, unless explicitly agreed otherwise by the Parties in the Agreement.
- 7.3 The Contracting Parties informed each other of any factual and legal circumstances, of which they knew or should have known as of the date when this Agreement was signed, and which are relevant with regard to the conclusion hereof. Except for the assurance exchanged by the Contracting Parties herein, none of the Contracting Parties will have any other rights and obligation in connection with any facts that may occur or which the other Contracting Party failed to provide information during the negotiations of this Agreement, with the exception being instances, when the given Contracting Party intentionally factually misled the other Contracting Party regarding the subject-matter hereof.
- 7.4 Pursuant to Act No. 101/2000 Coll., on Personal Data Protection and Amendment to Certain Acts, as amended (hereinafter the "Personal Data Protection Act"), the Customer represents that he may provide the Provider with personal data of his employees and Clients, as personal data subjects. When processing the provided personal data the Provider agrees to proceed in compliance with the Personal Data Protection Act, particularly the Provider agrees to ensure personal data protection from technical and organisational perspective. To that effect, the Contracting Parties agree to enter into a data processing agreement for purposes of exchanging personal information of Clients.
- 7.5 The Contracting Parties assume the risk of change in circumstances within the meaning of Section 1765 (2) of the Civil Code. In addition, the Contracting Parties agree that the following provisions of the Civil Code will not apply to the relationship established hereunder: Change in circumstances (Sections 1764 to 1766), Disproportionate shortening (Sections 1793 to 1795), Usury (§ 1796), Contracts concluded in adhesive manner (§ Sections 1799 to 1800), Impossibility to refuse fulfilment due to default (Section 1913), Cancellation of obligation (§ Section 2000).
- 7.6 By termination hereof, the mutual settlement of obligations hereunder or potential compensation for damages are not affected.
- 7.7 The Contracting Parties consider all information contained herein or obtained in connection herewith confidential. Without prior written consent of the other Contracting Party, none of the Contracting Parties may not disclose such information to any third party, except for when (a) such disclosure is required by the law, or (b) competent authorities acting under legal regulations and in compliance with them, or (c) the information in question is already publicly available in line with relevant legal regulations or the Agreement, or (d) such information is made available to legal or other advisors of the Contracting Party on condition that these advisors are bound by a non-disclosure obligation in the same or even greater scope hereunder or under the law, or (e) this information is necessary to protect legitimate interests of the relevant Contracting Party in the event of breach of obligations hereunder by

the other Contracting Party, or (f) this information is disclosed in the required scope to the founder or shareholders, or associates, of the relevant Contracting Party or (g) to third parties forming a group with the Contracting Party or (h) to any persons interested in purchasing the Provider, on condition that such interested parties are bound by the confidentiality obligation in the same or even greater scope specified herein. This obligation shall survive the termination hereof for a period of 5 years.

- 7.8** The Provider informs the Customer and the Customer acknowledges that the Provider is a person given in Section 2 (1) letter n) of Act No. 340/2015 Coll., on Special Conditions of Effect of Some Contracts, publication of such contracts and register of contracts (Act on Contract Register) and that this Agreement (except for templates of visual design of identifiers in Annex no. 1 hereto, to which the publication obligation does not apply in line with the provisions of Section 3 (2) letter b) of the Act on Contract Register will be published in the contract register.
- 7.9** The Contracting Parties agreed that the amount of the Fee and other unit, the scope of entries under clause 3.1.1.1, and Annex No.1 constitute a trade secret within the meaning of Section 504 of the Civil Code and agree to keep its confidentiality and protect in an adequate manner. For the avoidance of doubt, the Contracting Parties represent that other facts given herein and in annexes hereto that the facts given in the first sentence of this provisions of the Agreement are not deemed trade secrets.
- 7.10** Neither Party may assign any rights and obligations hereunder to any third party without a written consent of the other Contracting Party, such consent not to be unreasonably withheld or delayed.
- 7.11** In connection with carrying out its responsibilities under this Agreement, Contracting Parties and their owners, directors, officers, employees, representatives and agents have and shall use only legitimate and ethical business practices in its commercial operations and in its dealings with government agencies.

In connection with carrying out their responsibilities under this Agreement, Contracting Parties represent and warrant, on behalf of itself, all entities they own or control, and their owners, directors, officers, employees, and agents, that they have not and warrants that they will not offer, pay, promise to pay, or authorize the payment of any money or anything else of value, whether directly or through another person or entity, to (i) any Government Official (as defined herein) or political party in order to (a) influence any act or decision of such official or party, (b) induce such official or party to use his or its influence with a government or instrumentality thereof, or (c) otherwise secure any improper advantage; or (ii) any other person in any manner that would constitute commercial bribery or a kickback, or would otherwise violate any applicable anti-corruption law. For purposes of this Agreement, "Government Official" means an official, employee, or representative of any government department, agency, or instrumentality, any government-owned or -controlled enterprise, any public international organization, or any political party or party official, as well as any candidate for public office.

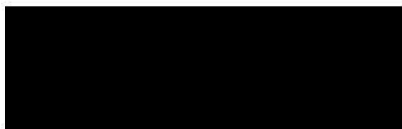
With regard to this Agreement, Contracting Parties represent that they have not conducted or initiated an internal investigation, internal audit or review, or made a voluntary or other

- disclosure to a government authority, or received any notice, citation or any information related to alleged violations of any anti-corruption law. Contracting Parties warrant that before it undertakes an investigation, audit, review, or disclosure they shall notify the other Contracting Party, and that promptly after learning of any notice, citation or information alleging violation of any anti-corruption law shall inform the other Contracting Party in writing of same.
- 7.12** The Contracting Parties undertake that they will resolve any disputes that may arise in connection with the performance or interpretation hereof by mutual agreement. Should they fail to resolve the dispute in question within 30 days from the date when the dispute started such dispute will be brought before the court with local and in rem competence by one of the Contracting Parties. In line with the provisions of Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, the Contracting Parties on local competence of a general court of the Provider.
- 7.13** The Contracting Parties explicitly acknowledge and agree that nothing herein will be construed as a transfer of any intellectual property rights of one Contracting Party to the other and the Provider acknowledges and agrees that any goodwill arising out of or in connecting with Customer's brand(s) displayed at the Airport, in the Airport Lounge and/or on the Navigation Boards will inure to the benefit of the Customer.
- 7.14** This Agreement may be amended, supplemented or modified only by written amendments numbered in an ascending order, signed by authorised representatives of both Contracting Parties.
- 7.15** This Agreement is executed in four counterparts, each with the validity of an original document, of which the Provider will receive three counterparts and the Customer will receive one counterpart.
- 7.16** The following is an integral part hereof:
- Annex no. 1 – "Visual Design of the Identifier"
- Annex no. 2 – "Navigation Boards Specifications"
- 7.17** This Agreement becomes valid when it is signed by both Contracting Parties. This Agreement becomes effective when it is published in the contract register, unless agreed otherwise in the Agreement for a specific instance.

Date: 19-06-2018

For Letiště Praha, a.s.:

Signature:



Name: Ing. Radek Hovorka

Position: Vice-chairman of the Board of Directors

Signature:



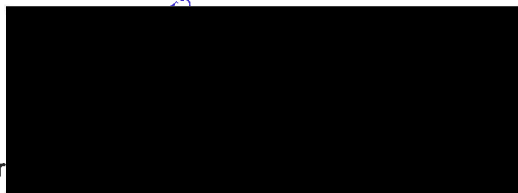
Name: Ing. Jiří Kraus

Position: Member of the Board of Directors

Date: 19-06-2018

For Mastercard Europe SA, organizační složka

Signature:

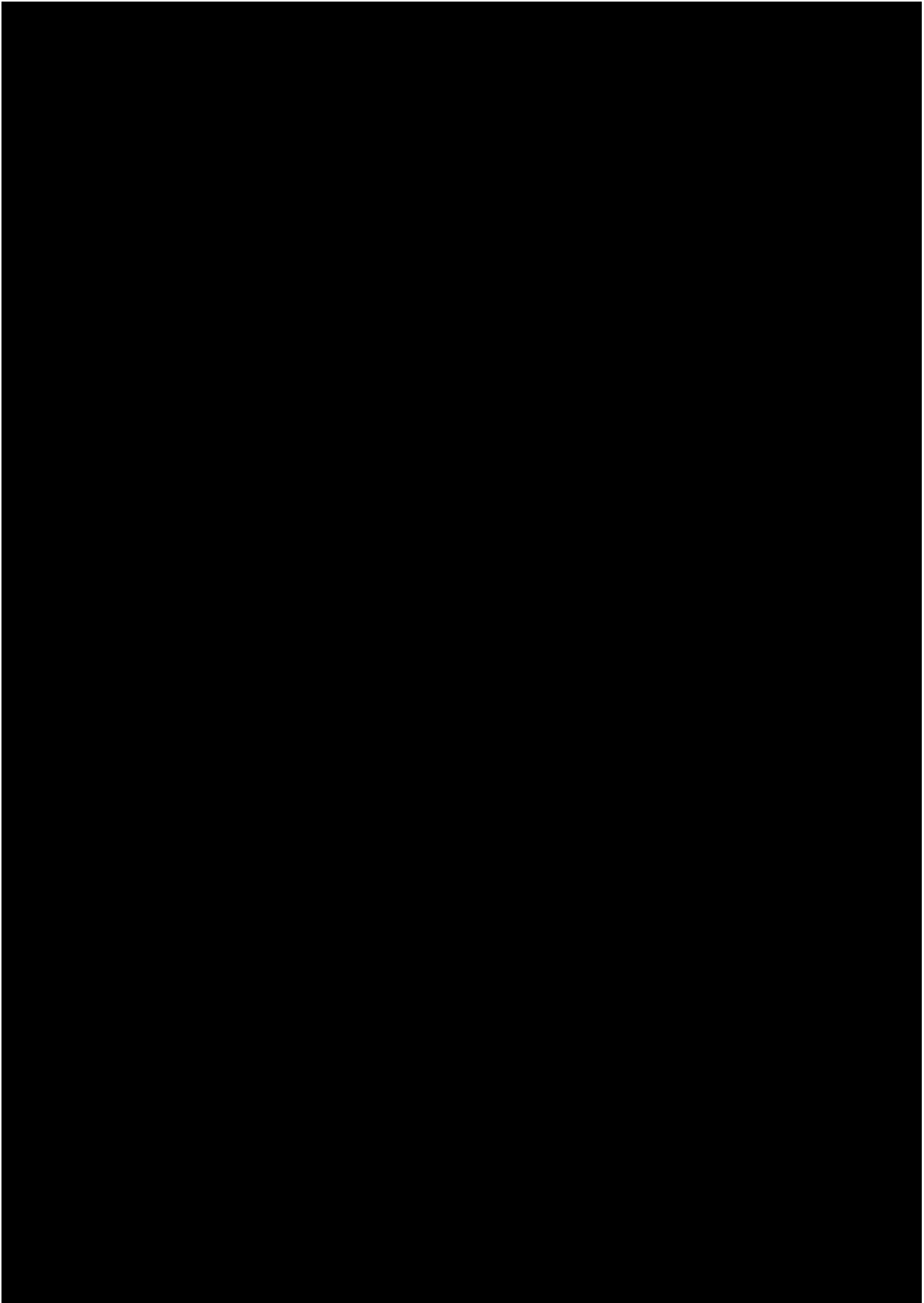


Name: Miroslav Lukeš

Position: Duly Authorized Representative

Právní SCHVÁLENO .s.

Annex No. 1 – “Visual Design of the Identifier”



Annex No. 2 – “Navigation Boards Specification”

Specification of navigation boards to Airport Lounge T1 (MasterCard Lounge)

Column	max. 2370 mm x 960 mm
Escalator sign	max.11230 mm x 120 mm
Lounge designation at info panel	max. 3490 mm x 400 mm
Lounge designation at the entrance	

