


## Corporate Incentive Program

between


**Fyzikalni ustav AV CR, v.v.i.**  
Na Slovance 1999/2  
18221 Praha

and

 **Lufthansa** **Deutsche Lufthansa AG**, Jindrisska 937/16 110  
00 Praha 1 Czech Republic

 **Austrian Airlines AG (organizacni slozka)**,  
Jindrisska 937/16, 110 00 Praha 1, Czech  
Republic

 **brussels airlines** **BRUSSELS AIRLINES (organizacni slozka)**,  
Aviaticka 1017/2, Terminal 2, Ruzyne, 160 07  
Praha 6, Czech Republic,

 **Eurowings GmbH**, Großenbaumer Weg 6,  
D-40472 Düsseldorf

 **Swiss International Air Lines Ltd.**, Jindrisska  
937/16, 110 00 Praha 1, Czech Republic

Agreement Number CIP3WDT  
(Version TIG398236)

valid from  
01 Aug 2018  
to  
31 Jul 2019

## 1. General Terms and Conditions

1. **Parties:** Fyzikalni ustav AV CR, v.v.i., hereinafter referred to as Customer and Eurowings GmbH, Deutsche Lufthansa AG, Swiss International Air Lines Ltd., Austrian Airlines AG (organizacni slozka), BRUSSELS AIRLINES (organizacni slozka), hereinafter referred to as Participating Carrier(s). Deutsche Lufthansa AG as Lead Airline has been duly authorized by the Participating Carrier(s) to enter and execute this Agreement on their behalf. Customer and each Participating Carrier are each a "Party" and collectively the "Parties".
2. **Validity and Termination:** The term of this Agreement is the period from 01 Aug 2018 through to 31 Jul 2019, provided that either Party may terminate this Agreement any time during the term for convenience and without cause by providing thirty (30) days prior written notice to the other Party. Upon termination of this Agreement, no further Incentives will be earned by or issued to the Customer; however, Participating Carrier(s) shall make all Incentive Payments that have accrued as of the date of termination.
3. **Financial Terms & Ticketing Requirements:** Participating Carrier(s) shall provide the Customer and its Affiliates (the foregoing collectively referred to as the "Customer Group") with the Incentives outlined in Incentive Conditions, which are bound to performance requirements as specified in Incentive Conditions. The Customer ensures that Incentives shall only be granted to Eligible Travellers. The Customer shall cause all its Affiliates and Eligible Traveller to abide by the terms of this Agreement. Qualifying Tickets will be subject to the general fare conditions published in the GDS. Only the NET Flown Revenue of Qualifying Tickets will be considered for the performance and payment. Participating Carrier(s) shall determine if the Customer has met the minimum performance requirements based exclusively upon the data and information in the Participating Carrier(s)' records, which such information the Participating Carrier(s) will share between them. No Incentive Payments will be granted to Customer for travel for which the Customer Group receives an Incentive under any other agreement of the Participating Carrier(s). Customer acknowledges that Participating Carrier(s)' offer is subject to published fare adjustments which the Participating Carriers may implement with immediate effect. In this case, the Participating Carriers reserve the right to modify Upfront Rates accordingly. However, such modification will only take effect upon 30 days prior notice, if Customer is affected. In case of such a modification, Customer may terminate the Incentive Conditions as to these changes with immediate effect within 30 days after receipt of such notice.
4. **Currency:** The currency of this Agreement is CZK.
5. **Monitoring & Tracking:** The Participating Carrier(s) will monitor and track Customer's performance, which will be discussed with the Participating Carrier(s) in review meetings on a regular basis. Therefore, Participating Carrier(s) and Customer agree on specific tracking criteria (e.g. Tour Code, OSI, Corporate Payment Card Tracking or CLID). Customer ensures that the Authorized Ticketing Agencies include all necessary tracking criteria for all bookings for Eligible Travellers.
6. **Steering:** The Customer shall ensure that the Customer Group will designate and promote Participating Carrier(s) as "preferred carriers" for all business travel. When online booking engines (OBE) are used, the Customer shall allow Participating Carrier(s), within the framework of the review meetings, to access them. The inspection of these OBE shall serve solely the purpose of Agreement fulfilment.
7. **Booking Information:** For every Customer Group member holding an IATA ID Customer shall ensure the approval to the BSP/ARC to transfer Customer Group member's total BSP/ARC turnover figures to the Participating Carrier(s). The Customer will also ensure that it will give its consent to IATA to being identified, including by name and/or IATA ID, in business intelligence products derived from airline ticketing information, offered by IATA, such as, by way of example only, the Direct Data Services (DDS) and PaxIS products. This consent needs to be given to IATA in accordance with Article 7(3) of EC Regulation 80/2009 on Computerized Reservation Systems ("Regulation") and applies to all locations where this agency and its affiliates do business covered by the Regulation, it also covers all of the agency's other operations, if applicable. If Customer Group member holds an Office ID, Customer shall

ensure it enters into an agreement with the operator of GDS to allow the GDS to transfer information of all reservations to the Participating Carrier(s) in an aggregated form.

8. **Independent Contractor:** This Agreement is not intended to nor will it be construed to create or establish any partnership or joint venture between the Parties.
9. **Use of Trademarks, Service Marks or Logos:** No Party will use any logos, trade names or service marks of any other Party without first obtaining that Party's prior written approval of such use.
10. **Confidentiality and Data Protection:** This Agreement, its terms and conditions and all information received from a disclosing Party related to this Agreement or its performance is confidential. The Parties hereto and their employees, officers, directors, agents, consultants and - if applicable - Eligible Travellers will not otherwise disclose such information to any third party, except as required by law or upon written agreement of all Parties. Nothing herein shall limit Lufthansa and its affiliates Austrian Airlines, Brussels Airlines and Swiss International Air Lines to disclose such information among themselves. This confidentiality provision shall survive the expiration or termination of this Agreement for two years.
11. **Non-Waiver:** The right of any Party to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.
12. **Non-Assignment:** No Party will assign this Agreement or any right or obligation hereunder without the prior written consent of the other Parties. Any assignment in violation of this provision will be null and void.
13. **Breach:** In the event that a Party defaults in the performance of the terms and conditions of this Agreement, the non-defaulting Party shall be entitled to terminate this Agreement, effective immediately, upon written notice, in addition to any other rights or remedies available. In the event of such termination, both Parties shall have no further obligation or liability to the other Party. Exercise by any Party of its right to terminate hereunder will in no way affect or impair its right to bring suit for any default or breach of this Agreement.
14. **No Joint and Several Liability:** In no event will any Participating Carrier be held jointly and/or severally liable for any actions of any of the others or all of the others.
15. **Force Majeure:** No Party will be responsible for non-performance or delays in performance caused by actions beyond its control, such as, but not limited to, acts of God or by governmental authority, strikes or labour disputes, weather, natural disasters, mechanical difficulties, embargo, shortage of goods, or any other cause beyond the reasonable control of that Party. Participating Carrier(s) shall not be liable to the Customer for, and the Customer hereby releases and waives any claims against Participating Carrier(s) regarding any flight cancellation, schedule change, or other failure to accommodate any passenger under this Agreement, provided that each Participating Carrier(s) shall be liable in accordance with its Conditions of Carriage should any of the listed events in the preceding sentence occur following a firm booking of air travel.
16. **Exclusion of Consequential Damages:** To the extent permitted by law, no Party will be responsible to any of the other Parties for indirect, incidental or consequential damage of any nature including, without limitation, loss of profits or loss of use.
17. **Unenforceable Provisions:** In the event that one or more of the provisions of this Agreement shall be determined to be invalid, unenforceable, or illegal, such invalidity, unenforceability or illegality shall not affect any other provision of this Agreement.
18. **Conditions of Carriage:** The provision of all transportation related to this Agreement is subject to each Participating Carrier'(s) terms and conditions of carriage in effect at the time a ticket is purchased. In the event of any conflict between the respective conditions of carriage and this Agreement the conditions of carriage shall prevail.
19. **Governing Law and Jurisdiction:** The construction, validity and performance of this Agreement shall be governed by the law of the place of incorporation of Deutsche Lufthansa AG, and the Parties hereby

submit to the exclusive jurisdiction of the courts of that jurisdiction without regard to that jurisdiction's conflict-of-law principles.

20. **Entire Agreement:** This Agreement, including all Exhibits listed in the table of content, constitutes the entire agreement and understanding of the Parties, and supersedes all prior agreements, whether oral or written, among the Parties hereto concerning the subject matter hereof. This Agreement may be modified or amended only by further written agreement signed by all Parties.


21. **Definitions:** For the purpose of this Agreement

- a. "Incentive" means Upfront Rates and/or Incentive Payments
- b. "Upfront Rates" means Discounts and/or Fixed Fares
- c. "Discounts" means a "Percent-Off" discount from the published fare at the time of ticketing
- d. "Fixed Fares" means absolute Corporate net fares
- e. "Qualifying Ticket" means Ticket
  - i. booked per applicable Participating Carrier fare rules,
  - ii. plated on a Participating carrier's ticket stock,
  - iii. containing the proper tour code and/or ticket designator, and
  - iv. booked in the relevant class of service as specified in the Global Distribution System and/or as specified in Incentive Conditions
- f. "NET Flown Revenue" means lifted/flown coupon value, excluding taxes, charges and standard travel agent commission. "YQ" is an international/domestic surcharge imposed by an airline.
- g. "Eligible Traveller" means any individual travelling on Customer's and/or Affiliates' business whose transportation hereunder has been paid or reimbursed for by Customer or the Affiliate
- h. "Affiliates" means Authorised offices, branches, and subsidiaries in which the Customer holds an interest of 51% or more.

22. **Agreement and signatures:** In witness whereof, the parties have hereto agreed and approved this Agreement including its attachments as shown in the document overview, by their duly authorized representatives.

Agreed to and approved by on behalf of **Deutsche Lufthansa AG** and the other participating Carriers.

Date, Signature:

.....  
  
 Country Manager Czech Republic

.....  
  
 New Business and Sales Promotion Specialist

Agreed to and approved by on behalf of **Fyzikalni ustav AV CR, v.v.i.**

Date, Signature:

.....  
 RNDr. Michael Prouza, Ph.D.  
 Director

## 2. Incentive Conditions

### Point of Sale

Only tickets bought in the following countries are taken into account for discounts or incentive calculation:  
CZECH REPUBLIC

The following incentives apply to this Agreement:

### 2.1. Upfront Discounts

All corporate fares shown in the modules below are non-commissionable.  
Any attached ticketing instructions apply for all tariffs.

#### EU Network Discount

EU-Flex offers an incentive on European continental flights (excluding domestic travel) in specific booking classes on Oneway- and Return-basis defined in condition-overview below.

The fare adjustments are to be applied to the current fares of the corresponding Published Fare Class Code (FCC) at the time of ticketing. If the FCC is identical for more than one RBD and carrier, the information is clustered into a single line.

The wildcard "\*" as first character(s) of the FCC, stands for the applicable RBDs listed in the RBD section of the table.

| EU-Flex (as of April 2018)                 |                  |               |               |                                |               |         |
|--|------------------|---------------|---------------|--------------------------------|---------------|---------|
| Travel Validity: 01 Aug 2018 - 31 Jul 2019 |                  |               |               |                                |               |         |
| Origin Area                                | Destination Area | Published FCC | Resulting FCC | Fare Adjustment <sup>(1)</sup> | Resulting RBD | Carrier |
| █  | █                |               |               | █                              |               | █       |
|  |                  |               |               | █                              | █             | █       |
|  |                  |               |               | █                              |               | █       |
|  |                  |               |               | █                              | █             | █       |
|  |                  | █             | █             | █                              | █             | █       |
|  |                  | █             | █             | █                              | █             | █       |
|  |                  | █             | █             | █                              | █             | █       |
|  |                  | █             | █             | █                              | █             | █       |
|  |                  | █             | █             | █                              | █             | █       |
|  |                  | █             | █             | █                              | █             | █       |
|  |                  | █             | █             | █                              | █             | █       |
|  |                  | █             | █             | █                              | █             | █       |
|  |                  | █             | █             | █                              | █             | █       |
|  |                  |               |               | █                              | █             | █       |

(1) Fare adjustments may vary according to applicable currency of point of origin (PoO); for oneways on half-return-basis

(2) Rebooking and refund free of charge

(3) for EW and 4U flights, which are booked and issued via a Computer Reservation System

The office IDs to be authorized for bookings are listed in chapter "Authorized Ticketing Agencies".

In order to retrieve EU-Flex corporate fares the following account codes must be used:

| Amadeus | Apollo | Axess (for LX only) | Farelogix | Galileo | Infini | Pars  | Sabre/ Abacus | TravelSky | Worldspan |
|---------|--------|---------------------|-----------|---------|--------|-------|---------------|-----------|-----------|
| 376621  | GDC09  | GDC09               | GDC09     | GDC09   | GDC09  | GDC09 | GDC09         | 376621    | GDC09     |

EU-Flex tickets do not qualify for other Incentive Programs.

Participating Carriers reserves the right to amend the conditions with at least one month's notice during the contract year and will inform the company in writing or by email at least one month prior to these changes taking effect.

### 3. Contract Participating Customers

Participating Customers in this Agreement are defined by the following list.

| Participating Customers            |         |                |             |             |
|------------------------------------|---------|----------------|-------------|-------------|
| Name                               | City    | Country        | Valid from  | Valid to    |
| Fyzikalni ustav AV CR, v.v.i.      | Praha   | CZECH REPUBLIC | 01 Aug 2018 | 31 Jul 2019 |
| Fyzikalni ustav AV CR, v.v.i./ ELI | Praha 8 | CZECH REPUBLIC | 01 Aug 2018 | 31 Jul 2019 |

## 4. Authorized Ticketing Agencies

Tickets have to be issued by the following Agencies.

| Ticketing Agencies   |          |        |        |         |           |                         |
|----------------------|----------|--------|--------|---------|-----------|-------------------------|
| Agency               | IATA     | ZIP    | City   | Country | CRS       | PCC(s)                  |
| Fractal s.r.o.       | 15201104 | 130 00 | Prague | CZ      | Amadeus   | PRGCK2326               |
| Fractal s.r.o.       | 15201104 | 130 00 | Prague | CZ      | Farelogix | AFPM                    |
| Fractal s.r.o.       | 15201104 | 130 00 | Prague | CZ      | Galileo   | 3I9T, 7MI7              |
| ORBIX s.r.o.         | 15201535 | 110 00 | Prague | CZ      | Galileo   | 5DY6                    |
| ORBIX s.r.o.         | 15202025 | 602 00 | Brno   | CZ      | Galileo   | 5TP2                    |
| ASIANA, spol. s r.o. | 15209902 | 160 00 | Prague | CZ      | Amadeus   | PRGCK2133,<br>PRGCK27B7 |
| S.I.T. Travel Agency | 15237994 | 140 00 | PRAGUE | CZ      | Amadeus   | PRGCK2243               |