

Attachment no. 5

General Terms and Conditions of airport company Letisko M. R. Štefánika –Airport Bratislava, a.s. (BTS), regarding lease of buildings and non-residential premises

Article 1.

Introductory provisions

1.1. Preamble

General Terms and Conditions of the airport company Letisko M. R. Štefánika – Airport Bratislava, a.s. (BTS) (hereinafter also as the „GTC“) stipulate and generally codify rights and duties in mutual relations between airport company Letisko M. R. Štefánika –Airport Bratislava, a.s. (BTS) (hereinafter as the **“Airport company“**) as Lessor and Lessee (regardless of its legal status) and principles of legal (lease) relation between them. GTC come from generally binding law of the Slovak Republic.

These GTC form an inseparable part of the Contract.

1.2. Definitions

For purposes of these GTC and legal relationship between the Airport company as Lessor and Lessee the definitions with the following meaning specified below shall apply:

Lessor shall mean Airport company as a legal subject established in accordance with Act no. 136/2004 Coll. on airport companies as amended (hereinafter as the **„Act on airport companies“**), which is an operator of public international M. R. Štefánik Airport Bratislava (hereinafter as the **„Airport“**), and which, according to Art. 8 Sec. 2 of the Act on airport companies can perform also other activities under conditions stipulated by the specific act. According to the excerpt from the companies register, the Airport company is entitled to perform business activities in the field of lease of immovable property and provision of other than basic services – providing of services in connection with lease. Airport company, as owner of the property specified in article 2. of the contract on lease, is entitled to let it to temporary use by Lessee against payment and under contractually agreed conditions (hereinafter as the **“Lessor“**);

Lessee means a legal subject, which can be a natural person or legal entity and which agreed with temporary use of the property in the ownership of Lessor against payment under contractually agreed conditions (hereinafter as the **„Lessee“**);

Subject of Lease means a thing in legal sense of the word, which is capable of being subject of lease, i. e. non-residential premises or their specified parts and buildings or their specified parts (hereinafter as the **„Subject of Lease“**);

Contract means contract on lease or another contract, which covers other sort of obligations as it is mentioned above, if it concerns the same parties and was included in the same agreement on legal act, as the contract mentioned above, including all its attachments (hereinafter as the **„Contract“**);

Rent means remuneration for temporary use of Subject of Lease, regardless of whether it is split to fixed and variable rent or not (hereinafter as the **“Rent“** or the **„Fixed rent“** and **„Variable rent“**);

Supplied goods and services provided with lease mean goods and services as electricity power supply (unmeasured consumption), heat, water, sewage, collection and waste disposal, cleaning, air-conditioning and so on;

Receivables of Lessor mean claims for financial payment from Lessee as a debtor, arisen on the basis of Contract or law (hereinafter as the **„Receivables“**);

LA are general standards of level of commercial services provided at the Airport (Service Level Agreement; hereinafter as the **„SLA“**), which form Attachment no. 6 to the Contract;

Civil Code means Act no. 40/1964 Coll. Civil Code as amended;

Commercial Code means Act no. 513/1991 Coll. Commercial Code as amended;

Act on lease and sublease of non-residential premises means Act no. 116/1990 Coll. on lease and sublease of non-residential premises as amended.

Article 2.

Supplementary provisions to article 2.–Subject of Lease

2.1. Lessor hands over the Subject of Lease in condition suitable for agreed use always by protocol on handover and takeover in writing, signed on behalf of Lessor by employee of point of contact, and on behalf of Lessee by a person determined on the first page of this Contract (hereinafter as the **„Protocol“**). In case the Protocol is not signed for any reason, the Subject of Lease is considered for handed over on the day when lease commenced, unless the Contractual parties agree otherwise.

Article 3.

Supplementary provisions to Article 4.–Term of lease

3.1. Lessee may request from Lessor during the term of lease to extend the term of lease. Lessee shall deliver this request to Lessor at the latest 3 (in words: three) months before the end of lease; however, Lessor is not obliged to accept this request of Lessee. In connection with lease of immovable property or things which are considered for immovable property (non-residential premises), Lessee accepts that lease exceeding 5 (in words:

five) years shall be subject to approval of supervisory board of Lessor.

3.2. Contractual parties agreed that they exclude application of the provision of Art. 676 Sec. 2 of the Civil Code to their mutual relationship.

Article 4.

Supplementary provisions to article 5. - Rent, its due date and way of payment

4.1. Payments for water, sewage, electric energy (unmeasured consumption), heat, collection and disposal of waste, cleaning, canalisation, deratization, air conditioning are not included in Rent.

4.2. Contractual parties agreed that the amount of Fixed rent shall be increased in the following years once a year, starting from the next calendar year following the calendar year, in which the Contract was concluded. It shall be increased by inflation rate, measured by index of consumer prices published by Statistics Office of the Slovak Republic for the previous calendar year. This adjustment shall be made and calculated in the first invoice issued after the inflation rate for the previous calendar year was published, including charging of difference between initial and increased Fixed rent from 1 January of a new calendar year. Fixed rent adjusted in this way shall be basis for further increase of Fixed rent by inflation rate in the next period.

Article 5.

Supplementary provisions to article 6. – Supplied goods and services connected with lease

5.1. Contractual parties agreed that Lessor is entitled to adjust the amount of payments for supplied goods and services provided with the lease, provided that price regulation, under which the payments were agreed, will be changed or amended; the amount of payments shall be adjusted from the first day of the period, for which they were issued by the respective body or other authorized body. Written notice on this change shall be announced to Lessee without undue delay after Lessor learnt of the change.

Article 6.

Securing of Lessor's Receivables

6.1. Receivables of Lessor, arisen from the Contract, shall be secured by deposit.

6.2. Security of Receivables, provided by Lessee as a debtor in favour of Lessor as a creditor, shall secure all future Receivables of Lessor as a creditor against Lessee as a debtor.

6.3. Regardless of whether it is expressly stipulated, the securing of receivables shall cover also such Receivables of Lessor as a creditor, which arose or arise from legal obligation, which becomes void or it will be proved that it had been concluded as void.

6.4. During the whole period of term of the Contract, Lessee is obliged to care for maintenance of the security in the amount agreed in a Contract.

Article 7.

Supplementary provisions to article 7. – Deposit

7.1. Deposit paid by Lessee shall be used anytime during the term of lease to cover possible (due) obligations (e. g. unpaid rent, contractual penalty etc.), arisen in connection with legal relationship according to this Contract. In case the lease ends by expiration of agreed term of lease, the paid deposit shall be used to cover Rent (Fixed; this shall apply in case if the rent is split to Fixed and Variable rent) and supplied goods and services connected with the lease for period of last 3 (in words: three) months of duration of lease relationship, in accordance with article 10. sec.10.13. GTC.

7.2. Lessee shall pay the sum of a deposit in favour of the bank account of Lessor within 10 (in words: ten) business days after the Contract became effective. In case Lessee breaches this contractual duty, Lessor reminds him by a written notice, sent in a form of registered mail, to deposit the amount of deposit in favour of the Lessor's account stated in this Contract in period stipulated in the written notice. If the deposit is not credited to the Lessor's bank account at latest on the last day of the period, Lessor is entitled to withdraw from the Contract pursuant to article 10. sec. 10.3.2. letter b) of GTC.

7.3. If the deposit, or its part, is used to cover due obligations of Lessee, upon written notice of Lessor sent in form of registered mail, Lessee is obliged to increase the deposit to the amount of sum of three actual monthly payments of the Rent and to do so anytime during the term of lease relationship (Fixed; this shall apply if Rent is split to Fixed rent and Variable rent) and triple of actual monthly payments for supplied goods and services connected with the lease. If Lessee fails to add the deposit according to the previous sentence of this section on the last day of the period determined in the written notice, Lessor may withdraw from this Contract pursuant to article 10. sec. 10.3.2. letter b) of GTC.

7.4. Lessor will adjust/increase the amount of deposit each year by inflation rate published by the Statistical Office of the Slovak Republic for the previous calendar year. Lessee shall increase the deposit by depositing the difference between previous and increased amount of the deposit to the account of Lessor stated in the title of the Contract, within 10 (in words: ten) business days from delivery of notice on adjustment of the amount of deposit. Lessor reserves the right to adjust the amount of deposit not only in response to the change of the inflation rate for the past calendar year, but also in case if during current calendar year it comes to at least 30 % increase of input

prices of suppliers of goods and services connected with the lease. In case if this obligation to increase the deposit is not fulfilled in accordance with the respective notice on adjustment of the amount of deposit, the provision of sec. 7.3. of this article of GTC shall apply.

7.5. The number of the Contract shall be used as a variable symbol by the transfers according to this article of GTC.

Article 8.

Insurance

8.1. Lessee ensures protection of Subject of lease (if it is possible) by its proper locking, or by security system pre-approved in writing by Lessor.

8.2. Lessee undertakes to insure on his own costs its property located on/in the Subject of lease. If Lessee fails to do so, he shall bear loss that will occur on his property in the whole extent.

8.3. Lessee shall conclude an insurance contract in order to reimburse damages, which arise in connection with its business activity and operational activity, at latest on a day of take-over of the Subject of Lease.

8.4. Lessee is obliged to keep in force the insurance contract, with which will insure its responsibility for damages arisen in connection with its business and operational activity on/in the Subject of Lease and shall keep it in force during the whole term of the lease.

8.5. Upon request of Lessor, Lessee undertakes to deliver a copy of insurance contract concluded according to sec. 8.3. of this article, within 5 (in words: five) days from delivery of such request.

8.6. In case of failure to conclude insurance contract according to sec. 8.3. of this article or to deliver it to Lessor according to sec. 8.5. of this article, Lessee is obliged to pay contractual penalty in the amount of 35,- EUR (in words: thirty five euro) for each even commenced day of delay. If Lessee fails to deliver it also within 5 (in words: five) days from receipt of repeated request, Lessor shall be entitled to withdraw from the Contract for this reason according to article 10. sec. 10.3.2. letter c) of GTC.

8.7. Lessor shall not be responsible for damages, which arise to Lessee or third person on/in the Subject of Lease provided that he did not cause them directly or indirectly through his acting.

Article 9.

Rights and duties of the Contractual parties

9.1. Rights and duties of the Contractual parties - General

9.1.1. Lessee is obliged to use the Subject of Lease in accordance with provisions of the Contract and generally binding laws and regulations, as well as with hygiene, security and fire regulations in a way to prevent Lessor from any damages.

Simultaneously Lessee shall use the Subject of Lease during the term of the lease in the usual way in order to avoid restrictions and/or disturbance of (i) travelling public, (ii) other users of premises located in the Building in their rightful use, (iii) Lessor (i.e. mainly his employees), at performance of their duties and works concerning securing of operation of the whole Building, where the Subject of Lease is located, or also within the area of M. R. Štefánik Airport in Bratislava. In this context Lessee shall not use by its operational activity mainly substances, devices, procedures harming the environment by vapours, noise and vibrations or otherwise, above level admissible under the respective laws in force on the territory of the Slovak Republic. Further, Lessee shall act and behave at use of the Subject of Lease in such a way to comply with principle of damage prevention and according to his abilities and possibilities to prevent and/or avert threatening damages or limit the extent of damage already incurred.

9.1.2. Lessee may not sub-lease the Subject of Lease or provide it as loan for use (commodatum) or other form of use to third persons.

9.1.3. If GTC requires on the basis of its respective provisions that a prior approval of any contractual party from the Contract be granted in connection with performance of certain activities, acts or authorizations, the respective Contractual party is obliged to decide whether to grant approval or refuse within 30 (in words: thirty) days from delivery of the request, unless other provision of GTC stipulates otherwise.

9.1.4. If the third person, who is particularly but not exclusively a creditor of Lessor (bank), would require on the basis of law or contract from Lessor to ensure and submit any documents of party using business premises located in the Building or on the grounds of Lessor, Lessee undertakes to provide the requested documents within the period set by Lessor in his request. Lessor undertakes to ensure maintenance of confidentiality on content of such documents in relation to the third person according to the first sentence.

9.1.5. Administration of the Subject of Lease

9.1.5.1. Administration of the Subject of Lease by Lessor shall include maintenance, repairs, adjustment and servis of technological devices and grid systems of the Building, in which the Subject of Lease is located, mainly mechanical, electric, heating, air-conditioning, sewage, sanitary, safety, phone and other systems, serving the Building. To avoid any doubts, the administration of the Subject of Lease shall not include maintenance, repairs, adjustments and service of such devices and/or systems, as well as all instalments of accessories and equipment of the Subject of Lease (i. e. a property in general), which are in the ownership of Lessee.

9.1.5.2. Lessee shall ensure small repairs, maintenance and/or technical service of the Subject of Lease at his own costs (repairs, maintenance and/or technical service – their total costs per individual repair, maintenance and/or technical service shall not exceed 100,- EUR). Lessor shall perform bigger repairs, maintenance and technical service at his own costs. In case of doubts, Lessee undertakes to consult with Lessor in advance, whether with respect to the character of small repair, maintenance or technical service it could cause any damages to the Building (mainly through unprofessional intervention); if Lessee performs any interventions in accordance with this section without consultations with Lessor, he shall be aware of his responsibility for incurred damages.

9.1.5.3. If Lessee fails to ensure small repairs, maintenance and/or technical service of the Subject of Lease, which shall be his obligation according to sec. 9.1.5.2. of this article of the GTC, he is obliged to inform Lessor thereabout immediately. Consecutively Lessor is entitled to perform such interventions at the costs of Lessee with 10% surcharge against costs demonstrably incurred for performances according to this section; costs shall be claimed in an invoice with the due date of 14 (in words: fourteen) days from the day when it was issued.

9.1.5.4. Lessee shall inform Lessor without undue delay on need of repairs, maintenance and/or technical service, which shall be performed by Lessor, i.e. of those exceeding the scope of repairs according to sec. 9.1.5.2 of this article of the GTC. In case of breach of this obligation Lessee shall not have the claim, which he would have under other circumstances, due to impossibility or limited possibility to use the Subject of Lease, had he informed Lessor of defects in time. If need of these repairs, maintenance and/or technical service was caused by Lessee, Lessor shall perform them at the costs of the Lessee.

9.1.5.5. Lessee undertakes to enable Lessor entry into the Subject of Lease in order to perform prospective repairs, maintenance and/or technical service and Lessee undertakes to tolerate restrictions in the extent necessary to perform these activities.

9.1.5.6. Lessee shall be entitled to an adequate discount on Rent, if he was unable to use the Subject of Lease in the agreed way because of defects, which were not caused by him. The claim for remission of Rent or for provision of discount on Rent, must be raised within 6 (in words: six) months from the day when the event founding this claim occurred.

9.1.6. Lessee is entitled to place a proper company sign (company sign board/logo) on the Subject of Lease, at his own costs. Lessor shall consider and approve adequacy of such company sign – i. e. size, procedure of execution and way of its fixing,

content and graphic design of the company sign; Lessor's approval shall not be unreasonably denied. Lessee is obliged to ask Lessor for approval prior to realisation of montage of the company sign (company sign board/logo). During the term of this Contract, Lessee undertakes not to use other company sign (company sign board/logo) as that one, which complies with conditions of this section, unless otherwise agreed with Lessor.

9.1.7. Lessee is obliged to notify Lessor in writing in advance of installation of security and other devices. Lessor is entitled to express his approval or disapproval with such device.

9.1.8. Lessee shall not be entitled to fasten on walls, ceilings or elsewhere on/in the Subject of lease devices or equipment, which could be disproportionately large or unusually heavy and thereby disrupt the statics of the Building; he shall neither load the floor with more than 450kg/m² nor place/replace heavy objects (safes, machinery etc.) in the Subject of Lease without prior written approval of Lessor; Lessor's approval shall not be unreasonably denied.

9.1.9. In case of termination of the lease Lessee is obliged to restore the Subject of Lease into its previous condition corresponding with condition at the hand-over of the Subject of Lease into use of Lessee, with respect to usual wear and tear and adjustments approved by Lessor, within the period according to article 11. sec. 11.1. of GTC. Display of adequate company sign/logo according to sec. 9.1.6. of this article of GTC and instalment of security and other devices according to sec. 9.1.7. of this article of GTC shall not be considered as adjustment of the Subject of Lease; Lessee shall remove these from the Subject of Lease.

9.1.10. Lessee shall assume all obligations arising from provisions of Act no. 314/2001 Coll. on fire protection, according to which he shall ensure the fire protection. Lessee shall assume all obligations arising from provisions of Act no. 124/2006 Coll. on health and safety at work as amended. In connection with the above mentioned Lessee undertakes to duly ensure in the Subject of Lease mainly compliance with regulations mentioned in the previous sentence above (mainly by his employees, customers, business and other partners, as well as by other visitors of the Subject of Lease), and simultaneously he assumes full responsibility for compliance with the regulations mentioned above. Lessee, as operator of the Subject of Lease, shall be fully responsible for securing compliance with all adequate and necessary measures to preserve protection and health of persons, who will be present on/in the Subject of Lease at the time of duration of the Contract, as well as measures on protection of property located on/in the Subject of Lease. Lessee is also responsible for realisation of adequate and necessary measures for protection of the Subject of Lease against burglary and/or theft.

9.1.11. If Lessee finds out that any crime, mainly crime against property was committed in/on the Subject of Lease and/or in/on the Building, in which the Subject of Lease is located, or in/on other place that is part of the Building, he is obliged to report each such act or suspicion on commitment of such an act, or attempt to commit such an act, without any delay. Lessee shall have this notification duty also in case he finds out that security of persons and/or property located in/on the Building, where the Subject of Lease is located, is under threat; general notification duty towards bodies involved in criminal proceedings, arising from respective laws, mainly from Criminal Procedure Code, shall not be affected hereby.

9.1.12. Lessee undertakes to observe internal regulations of Lessor: Directive VRIA no. 16/2011 – Conditions for securing of civil protection, Directive no. 17/2011 – Securing of fire protection at lease of objects, premises and activities by legal persons and natural persons as entrepreneurs (see Attachments no. 7, 8, and 9) and ON – 11/2005, Emergency plan LK BTS in the extent, in which it applies to him. The Department of crisis management shall inform Lessee on content of ON – 11/2005. For this purpose Lessee shall contact the abovementioned department on the phone no. 02/33033060 or by e-mail odkr@airportbratislava.sk and to acquaint with the content of this ON–11/2005 at latest in the period of 10 (in words: ten) days from the day of effectiveness of the Contract. At the same time Lessee is obliged, at the latest on a day when he acquainted himself with ON - 11/2005, to report to Department of crisis management phone contact, which can be non-stop used by Lessor to inform him on unforeseeable and extraordinary events, which influence rights and duties of Lessee, or they have other influence on his activities. Simultaneously Lessee takes into account that all the internal regulations of Lessor, issued during duration of the lease on the basis of legal regulation, as well as regulations which stipulate compliance with safety standards and/or other usual standards for operation of the Airport, and of which Lessor duly notified Lessee, shall also apply to him. The internal legal regulations of Lessor shall be effective against Lessee not sooner than on the day when they were reported in the full extent to the Lessee by the Lessor. Lessor fulfils his notification duty according to the previous sentence also by sending an e-mail to the point of contact, stated in article 9. sec. 9.1.2. of the Contract; Lessee hereby exclusively expresses his approval with this way of delivery of internal regulations.

9.1.13. Lessee undertakes to use at his activity such devices, which are in accordance with submitted technical documentation and STN. Lessee is obliged to prove the capacity to Lessor upon

request; it can be done by submission of auditor's report (in Slovak: revízyčných správ), entitling to proper operation of individual parts of devices. Lessor may ask Lessee, according to own consideration and without stating a reason, to restrain from use of particular device or sort of device on the Subject of Lease. Lessee undertakes to meet such request immediately and without objections.

9.1.14. Lessee is aware of the fact that Lessor, according to provision of Art. 32 sec. 5 of Act no.143/1998 Coll. on civil aviation (Aviation Act) as amended shall be liable for the safety of air traffic at the Airport. For this purpose, he shall coordinate the activities of any legal entities and natural persons participating in the operation and use of the Airport. Lessee, at any possible use of areas and premises in the area of the Airport, undertakes to observe all internal regulations and instructions of Lessor, issued in order to secure safety of aviation operation, with which he was made acquainted at signing or during the duration of the Contract. In case of breach of this regulations or directions of Lessor by Lessee, Lessor is entitled to withdraw from the Contract immediately in accordance with article 10. sec. 10.3.1. letter d) of GTC.

9.1.15. Lessee shall at his own costs procure and maintain in force any and all permits, necessary according to valid, generally binding legislation, for establishing of the business premises of Lessee as well as for operation of activities of Lessee on/in the Subject of Lease. After issuing of respective permissions, Lessee shall without undue delay deliver to Lessor a copy of each such permission, as well as any of its amendments or addendums. If Lessor is to be directly sanctioned by respective administration body, because of any reason for failure to ensure respective permission necessary to perform the operational activity on/in the Subject of Lease, Lessee undertakes to indemnify him in the full extent of costs spent to fulfil the imposed sanction; costs shall be claimed by an invoice with the due date of 14 (in words: fourteen) days from day of its issue.

9.1.16. Lessee acknowledges that Lessor did not provide him before signing of the Contract with any warranties and did not assure him in relation to acquiring any permissions; Lessor hereby undertakes to provide Lessee with cooperation, necessary for acquiring of respective permissions and Lessee undertakes to pay Lessor any costs incurred in connection with providing of cooperation in the full extent; costs will be claimed in an invoice with the due date 14 (in words: fourteen) days from its issue.

9.1.17. Lessee is entitled to ask Lessor to provide telecommunication and/or IT services through filling the form published on his web page in section B2B, non-aviation business, and business

conditions. In such case Lessor shall submit an individual agreement on provision of telecommunication and/or IT services, at latest within 15 (in words: fifteen) days from delivery of a properly filled form; Lessee acknowledges the fact that without conclusion of agreement on provision of telecommunication services and/or IT services, it is not possible to begin to provide them. Unless the agreement on telecommunication and/or IT services stipulates otherwise, the agreement on provision of telecommunication and/or IT services shall be in relation to the Contract a dependent agreement, therefore in case of termination of the Contract in any way it shall automatically cause termination of the agreement on provision of telecommunication and/or IT services.

9.1.18. Lessee undertakes to inform Lessor without any delay on all and any circumstances, of which he is aware, which prevent him from proper use of the Subject of Lease.

9.1.19. Supervision and technical inspection

9.1.19.1. Lessee shall enable Lessor to perform supervision of respecting of provisions of the Contract, as well as to perform technical inspection of condition of the Subject of Lease during the term of the Contract, during usual working hours on a working day (i.e. at the time from 8:00 to 16:00 o'clock), also in company of other persons, mainly for the reason of performing control of equipment of the Subject of the Lease and its accessories, inspection of use of the Subject of Lease, as well as preparation for and performance of necessary construction works and repairs of the Subject of Lease and/or the Building and for the reason of removing any damages, accidents or other obstacles. Lessor undertakes to perform such activity according to the previous sentence only in necessary and legitimate extent and in order to restrict the Lessee's business in/on the Subject of Lease only in an adequate way with respect to its extent and circumstances.

9.1.19.2. Lessee agrees with Lessor's rights according to sec. 9.1.19.1. of this article of GTC and shall suffer performance of the activities mentioned above, if necessary in the particular case, and hereby also undertakes to provide Lessor with all the necessary cooperation.

9.1.19.3. Lessor is obliged to inform Lessee on control/technical inspection of the condition of the Subject of Lease/at least 1 (in words: one) working day in advance, except of emergency and other similar urgent cases, when Lessor is entitled to perform the technical inspection also without prior written notification to Lessee, who shall be informed without undue delay.

9.1.19.4. Lessor is further entitled anytime, but always only in an adequate way with respect to circumstances, in a way which does not restrict operation on/in the Subject of Lease, to perform

control /supervision over observing of provisions of the Contract (including of SLA). Supervision over observing of duties arising from this Contract, which concern observing of standards of level of provided services shall be performed in form of Mystery shopping in accordance with SLA.

9.1.20. Lessee undertakes that any marketing/promotional materials (i.e. logos, signs, visuals, leaflets, prospects, posters/advertising banners, or any other media/formats, which are capable of being carrier of advertisement information; hereinafter as the „**Marketing materials**“) will not be exposed/ used in public without prior written consent of Lessor. Lessor is entitled not to grant the prior approval with exposition / use of the Marketing materials, particularly if:

- (i) according to Lessor's opinion the advertisement, which will be content of the Marketing materials, should be in contradiction with laws on advertising in force;
- (ii) advertisement may have signs of unfair competition.

In case Lessee uses the Marketing materials without prior written approval of Lessor, Lessor may claim payment of the contractual penalty in the amount of 1 000,-EUR (in words: one thousand euro) in each particular case; claim for damages shall not be affected even in the extent exceeding the amount of the contractual penalty. The payment of the contractual penalty shall not affect Lessee's obligation, upon Lessor's request, to restrain from acting which was covered by the contractual penalty (i.e. to withdraw the Marketing materials from circulation/use/exhibition). Lessor undertakes not to unreasonably refuse granting of approval with exhibition/use of the Marketing materials. Equally Lessor undertakes in case it is possible from his side, to provide Lessee with instructions/help in order to meet Lessee's request in a way to avoid collision with provisions of letter (i) and (ii) of this section; Lessee's responsibility (e. g. as a propagator of advertising) in accordance with respective laws in force shall not be affected.

9.1.21. Lessee shall inform Lessor of any changes in shareholders holding shares in its registered capital, if Lessee is obliged to form it pursuant to the Commercial Code, at latest within 10 (in words: ten) days after the change. In case of breach of this contractual duty Lessor is entitled to immediately withdraw from the Contract in accordance with article 10. sec. 10.3.1. letter e) of GTC.

9.1.22. In case of changes in shareholders of the Lessee (if Lessee is obliged to form registered capital pursuant to the Commercial Code) or personal changes in statutory body or supervisory body of the Lessee, resulting in that a third person, who is in position of debtor from other legal relationship towards Lessor as to the day of

registration of the below changes in the Companies register, becomes a shareholder (regardless of extent/position of the shareholder) or member of statutory or supervisory body, even as one of its members (hereinafter as the „**Person related to Lessee**“), for this case Lessee shall stand his surety for such a person to Lessor. Lessee undertakes to cover all and any receivables of Lessor, which arise in the future from the moment when the change in shareholders of Lessee comes into force, if debtor – Person related to Lessee – fails to cover them.

9.2. Rights and duties of the Contractual parties – Specific

9.2.1. Rights and duties of the Contractual parties at the lease of non-residential premises, which serve for business purposes (e. g. cafes, bars, kiosks, shops of any sort of goods)

9.2.1.1. Lessor undertakes to fulfil his duties arising from the Act on lease and sub-lease of non-residential premises in relation to use of the Subject of Lease by Lessee.

9.2.1.2. Lessee undertakes that persons, who will be used by him to perform catering or other business activity, shall:

- (i) provide passengers and public with quality services, which will correspond with common standard of services in international airports;
- (ii) maintain good name of Lessor as operator of the Airport;
- (iii) always keep dress and grooming standards and shall be polite to passengers and public under all circumstances;
- (iv) have communicative knowledge of English language.

9.2.1.3. Lessee undertakes to ensure disinfection of the Subject of Lease at his own costs, at least once in a calendar year and maintenance and necessary inspections of his own property in accordance with laws in force and in accordance with instructions of manufacturers of the respective devices. Lessor shall ensure deratization of the Subject of Lease at his own costs.

9.2.1.4. Opening hours

9.2.1.4.1. Agreed opening hours

Lessee is obliged to perform on/in the Subject of Lease the operational activity specified in article 3. of the Contract continuously during the whole term of the lease in a way that the Subject of Lease shall be available to passengers daily, in time (opening hours) agreed in a specific document (hereinafter as the „**Record on agreed opening hours**“), which shall be signed by contact persons according to article 9. sections 9.1.1. and 9.1.2. of the Contract within 15 (in words: fifteen) days from its effectiveness; proposal of opening hours shall by

presented by Lessee within 24 (in words: twentyfour) hours from the effectiveness of the Contract. The opening hours agreed in this way shall apply for the season stated in the Record on agreed opening hours. For further periods of term of the lease, Lessee is obliged to deliver to Lessor a proposal of opening hours always within 24 (in words: twentyfour) hours from the delivery of the flight plan for the respective season by Lessor. The Contractual parties agreed to provide each other with maximum cooperation in order to agree, at latest within 3 (in words: three) days from delivery of the summer or winter flight plan by Lessor to Lessee, on the extent of opening hours for the next season; basis for this purpose shall be the proposal of the opening hours submitted by Lessee. If the Contractual parties do not conclude an agreement on opening hours of the business premises of Lessee and they do not sign the record on agreed opening hours in the period according to first or third sentence of this section of GTC above, Lessee is obliged to operate the business premises located on/in the Subject of Lease in accordance with sec. 9.2.1.4.2. of GTC.

9.2.1.4.2. Ordered opening hours

In case if Lessee fails to submit to Lessor a draft of opening hours in periods according to point 9.2.1.4.1. of this section 9.2.1.4. of GTC, then Lessee is obliged to operate business premises located in/on the Subject of Lease, at least 2 (in words: two) hours before the first scheduled departure until the time of the last departure according to flight order, provided to Lessee by Lessor. Out of these hours Lessor is obliged to announce to Lessee an emergency service situation and Lessee may ensure emergency service for case of unforeseeable need to use services of his business premises according to requirements of Lessor.

9.2.1.4.3. Lessee shall not be bound by the above mentioned obligations regarding opening hours of the business premises, regardless whether it concerns agreed or ordered opening hours, if:

- (i) Lessor informed him in advance in writing that in particular period he does not insist on use of the Subject of Lease by Lessee in a way stipulated in previous sec. 9.2.1.4.1. and 9.2.1.4.2., or
- (ii) Lessee is prevented from use of the Subject of Lease because of reason worth of special respect being the vis major; this fact shall be reported to Lessor at least 50 (in words: fifty) hours in advance or if it is not possible because of objective reasons (with respect to character of obstacle), without undue delay after Lessee learnt of existence of the obstacle,

- (iii) Lessee performs reconstruction of the Subject of Lease on the basis of prior approval of Lessor.

9.2.1.4.4. Lessee is also obliged to inform Lessor on presumed time of re-opening of the business premises and also to reopen the business premises on/in the Subject of the Lease without undue delay after removal of reasons, which caused interruption of the operation of business premises on/in the Subject of Lease.

9.2.1.4.5. Lessor is obliged to inform Lessee on the flight plan and on all its changes in advance without undue delay. Lessor shall deliver to Lessee monthly plans of flight operation at least 7 (in words: seven) days before commencement of respective month and daily plans of flight operation at least on a day preceding the day on which the daily flight plan is in force.

9.2.2. Rights and duties of the Contractual parties at lease of non-residential premises for office purposes

9.2.2.1. Lessor undertakes to fulfil his duties arising from the Act on lease and sub-lease of non-residential premises in relation to use of the Subject of Lease by Lessee.

9.2.2.2. Lessee undertakes to ensure disinfection of the Subject of Lease at his own costs, at least once in a calendar year, and maintenance and necessary inspections of his own property in accordance with laws in force and in accordance with instructions of manufacturers of the respective devices. Lessor shall ensure deratization of the Subject of Lease at his own costs.

9.2.3. Rights and duties of the Contractual parties in connection with completion and adjustments of the Subject of Lease

9.2.3.1. Lessor may perform on the Building anytime and in any extent any improvements, construction changes, completion, extension etc. He may perform these adjustments also on/in the Subject of Lease, however only in the necessary extent. Lessor may perform the above mentioned improvements, construction changes, completion, extension etc. on/in the Subject of Lease only with prior written approval of Lessee. Lessor undertakes to notify Lessee in writing of each of these adjustments, which he intends to perform on/in the Subject of Lease, together with approximate period of such activity, at least 5 (in words: five) days in advance. This shall not apply in emergency and other similar urgent cases, when Lessor is entitled to perform these adjustments also without prior written notification; Lessee shall be informed thereabout without undue delay. In each case Lessor shall perform any adjustments on/in the Subject of Lease in such way, so that visitors of the

business premises of Lessee are not disturbed by dust, vibrations, noise etc. above adequate level.

9.2.3.2. As from the day when term of the lease commenced and during the term of the lease, Lessee is entitled to perform on/in the Subject of the Lease any construction and other changes, as montage or instalment of other technological and other devices (hereinafter as the „Adjustments“) exclusively on the basis of prior written approval of Lessor in a form of an amendment to the Contract. Furthermore the changes and project documentation of Lessee's business unit have to be approved by Lessor; for this purpose Lessee is obliged to simultaneously submit for approval construction plans and exact specification (i. e. material specification of Adjustments and schedule of performance of Adjustments which he intends to perform on/in the Subject of Lease). If the performance of adjustments or some of them is subject to approval or permission by respective administrative body, Lessee is obliged to secure such approvals or permissions on his own and at his own costs.

9.2.3.3. Lessor shall grant to Lessee approval of performance of Adjustments according to sec. 9.2.3.2. of this article of GTC without undue delay, at latest within 30 (in words: thirty) days from delivery of request, under the condition that:

- (i) Adjustments will be realised solely at the costs of Lessee;
- (ii) they do not decrease the utility value of the Building, in which the Subject of Lease is located;
- (iii) they do not violate network systems of the Building, in which the Subject of Lease is located;
- (iv) Adjustments consisting of wiring, plumbing works, as well as with works related to fire protection, shall be realised by suppliers approved by Lessor;
- (v) Adjustments shall restrict, de facto above an adequate level, neither Lessor and/or other users of premises in the Building, where the Subject of Lease is located, nor passengers, mainly by noise, dust, vibrations, shading and other adverse effects;
- (vi) Adjustments shall not have overall inappropriate negative effect in relation to the Building, in which the Subject of Lease is located, both during their realisation and during the whole term of lease.

9.2.3.4. In case Lessor denies approval, Lessee may ask for granting of approval also repeatedly; Lessee's request shall be repeatedly considered with respect to fulfilment of conditions stipulated in sec. 9.2.3.3. of this GTC.

9.2.3.5. If Lessor grants his approval according to sec. 9.2.3.3., his right to demand interruption of

works on Adjustments of the Subject of Lease, in legitimate cases (e.g. because of security of flight operation), in legitimate extent and temporarily, in an adequate period, shall not be affected. Lessee is obliged to fulfil the requirement of Lessor in the full extent and without any objections.

9.2.3.6. In case of realisation of Adjustments of the Subject of Lease Lessor undertakes not to increase the value of his immovable property (Building) by value of investments spent by Lessee for technical evaluation of the Subject of Lease. Lessor agrees that technical evaluation of the Subject of Lease performed by Lessee shall be depreciated by Lessee in accordance with the law in force.

Article 10. Termination of lease and notice periods

10.1. Lease shall end by expiration of term of lease.

10.2. Lease may be ended by written agreement of the Contractual parties also before expiration of agreed term of lease; in such case all the obligations of Lessee against Lessor, or also obligations of Lessor against Lessee, in relation to the respective lease relationship, shall be settled.

10.3.1. Lessor is entitled to withdraw from the Contract immediately, if:

- a) Lessee uses Subject of Lease for other than in the Contract agreed purpose;
- b) Lessee lets Subject of Lease into commodatum or to other form of use (other than sublease) to third person in contradiction with article 9. sec. 9.1.2. of GTC;
- c) Lessee breaches duty according to article 9. sec. 9.1.7. of GTC;
- d) Lessee breaches duty according to article 9. sec. 9.1.14. of GTC;
- e) in case of breach of duty according to article 9. sec. 9.1.21. of GTC;
- f) it comes to such a change in shareholders holding shares on registered capital of Lessee or to such personal changes in statutory body or supervisory body of Lessee that the share is acquired by or member of statutory body / supervisory body becomes a third person, who as to the day of registration of the above changes in the Companies register is in position of debtor towards Lessor from other legal relationship in the extent exceeding 10.000,- EUR (in words: ten thousand euro);
- g) bankruptcy is declared over the property of Lessee, or motion to declare bankruptcy was rejected because of lack of property of Lessee;
- h) there are other reasons, based on which Lessor as creditor might file a motion to declare bankruptcy over the property of

debtor according to provision of Art. 11 sec. 3 of Act no. 7/2005 Coll. on bankruptcy and restructuring;

- i) Lessee entered into liquidation;
- j) Lessee is in delay with delivery of Basis of calculation of Variable rent according to respective provision of the Contract;
- k) Lessee seriously breaches the Contract, according to article 6. sec. 6.1.2. of SLA.

10.3.2. Lessor is entitled to withdraw from contract in writing if:

- a) Lessee despite prior written notice is using Subject of Lease or performing business activities in such way that Subject of Lease is thereby damaged or there is a threat of damages, whether material or on reputation;
- b) Lessee is in delay with depositing the sum of deposit in favour of Lessor's account, after vain lapse of the period set forth in the written request, in accordance with article 7. sec. 7.2. or 7.3. of GTC;
- c) Lessee fails to submit the insurance contract according to article 8. sec. 8.6. of GTC despite previous written notice;
- d) Lessee, despite previous written notice, repeatedly breaches any of provisions of article 9. of GTC (with exception of sec. 9.1.2., 9.1.7., 9.1.14. and 9.1.21. of GTC).

10.4. In case of withdrawal from the Contract according to sec. 10.3.1 and 10.3.2. of this article of GTC, the Contractual parties are aware of the fact that by withdrawal from the Contract by Lessor the Contract shall be cancelled as of the day of delivery of written withdrawal from the Contract to Lessee. After deduction of the rent arrears or arrears of payment for the supplied goods and services provided with the rent, Lessee shall receive back part of the deposit; the respective part of the deposit shall be calculated as the difference between the amount of the paid deposit and the amount of obligation of Lessee paid from the deposit in accordance with sec. 10.15. of this article of GTC.

10.5. Lessor may terminate the Contract by written notice in accordance with Art. 9 sec. 2 of the Act on lease and sublease of non-residential premises, if:

- a) Lessee uses the Subject of Lease in contradiction with the Contract;
- b) Lessee is in delay with payment of rent or payments for services provided with the lease for more than one month;
- c) Lessee, his employees or persons, who use the Subject of Lease together with Lessee, despite written notification, grossly violate peace and order;
- d) Lessee lets the Subject of Lease or part thereof to further sub-lease to third persons without approval of Lessor;
- e) a decision on removal of the Building or on changes of the Building has been

issued, that prevents use of the Subject of Lease.

10.6. In case of termination according to sec. 10.5. of this article of GTC, after lapse of the termination period Lessee shall receive back a part of the deposit following deduction of the arrears of Rent; the part of the deposit shall be calculated as difference between the amount of the paid deposit and the amount of obligation of Lessee paid from the deposit in accordance with sec. 10.15. of this article of GTC.

10.7. Lessee may terminate the Contract by written notice in accordance with Art. 9 sec. 3 of the Act on lease and sublease of non-residential premises, if:

- a) Lessee loses capacity/qualification to operate the activity, for which the Subject of Lease was leased;
- b) Lessor grossly violates his duty to maintain, in a way agreed in the Contract, the Subject of Lease in condition suitable for agreed use and to duly supply services provided with use of the Subject of Lease;
- c) the Subject of Lease becomes unsuitable for agreed use without fault of Lessee.

10.8. In case of termination according to sec. 10.7. of this article of GTC provision of sec. 10.6. of this article of GTC shall apply to return of the deposit.

10.9. The lease is cancelled:

- a) by the destruction of the Subject of Lease;
- b) by the death / dissolution of Lessee without legal successor.

10.10. In case of cancellation of the lease the provision of sec. 10.6. of this article of GTC shall apply to return of the deposit.

10.11. Termination period, in case of termination according to sec. 10.5. and 10.7. of this article of GTC shall be 1 (in words: one) month and commences on the first day of the month following the delivery of the termination notice and lapses on the last day of the respective month.

10.12. If the lease does not end for any of the reasons in sec. from 10.2. to 10.7. of this article of GTC, it shall end by lapse of the term of lease specified in article 4. sec. 4.1. of the Contract.

10.13. If the lease ends by lapse of the term of lease, Lessee is obliged neither to pay Rent for the term of last 3 (in words: three) months of duration of the lease according to article 5. sec. 5.1., nor payments for supplied goods and services provided with the lease according to article 6. of the Contract. The deposit paid by Lessee shall be used for payment of Rent and payments for supplied goods and services provided with the lease. In case any difference between the amount of paid deposit and amount of Rent for these 3 (in words: three) months arises, the difference shall be settled in accordance with sec. 10.15. of this article of GTC. This provision shall adequately and similarly apply to the case, if the amount of the deposit was agreed as multiple of monthly Rent according to article 5.,

sec. 5.1. or payment for supplied goods and services provided with the lease according to article 6., sec. 6.2. of the Contract and a number of months lower than 3.

10.14. Provision of sec. 10.13. of this article of GTC shall not apply to the case, if Lessee has any unpaid obligations towards Lessor after their due date as to the first day of the month, in which the deposit shall for the first time be used for payment of Rent and payments for supplied goods and services provided with the lease according to sec. 10.13. of this article of GTC. In such case Lessee is obliged to continue to pay under the conditions specified in article 5., sec. 5.1., and in article 6. of the Contract. If the lease ends, Lessee shall receive back a part of the deposit lowered by the due Rent, calculated as the difference between the amount of paid deposit and amount of Lessee's obligation paid there from, in accordance with sec. 10.15. of this article of GTC.

10.15. The deposit (or its prospective part) shall be returned to Lessee in cases according to sec. 10.2., 10.4., 10.6., 10.8., 10.10., 10.13 and 10.14. of this article of GTC, within the period of 30 (in words: thirty) days from final date of the Contract, on the basis of a clearing protocol delivered to Lessee in the same period. The deposit shall be transferred to the account of Lessee.

Article 11.

Handover of the Subject of Lease

11.1. Lessee is obliged, at latest on the next day after the day of final date/end of the lease, to hand over the Subject of Lease to Lessor; if the lease ends as a result of withdrawal, the period for handover of the Subject of Lease shall be prolonged by 3 (in words: three) days from the next day after its delivery. During this period (i.e. until handover of the Subject of Lease) Lessee is not entitled to perform activity, for purpose of which he leased the Subject of Lease. In connection with handover of the Subject of Lease, Lessee is obliged to:

- (i) remove from the Subject of Lease any tangible property of Lessee and any other property located on/in the Subject of Lease, which is not in the ownership of Lessor;
- (ii) remove from the Subject of lease any Adjustments performed by Lessee (unless the Contractual parties agree otherwise at the termination of the lease);
- (iii) professionally repair and remove from the Subject of Lease any damages caused by Lessee, also in connection with eviction or removal of Adjustments.

If it is not possible to remove some of the Adjustments (performed by Lessee upon approval of Lessor) without causing damage on them or on the Building, in which the Subject of Lease is located, Lessee is entitled to compensation

equivalent to the amount for which the value of the Building has been increased by the respective Adjustments, calculated on the basis of an expert opinion (evaluation); this shall apply only under condition that the procedure according to article 9. sec. 9.2.3.2. of GTC was respected prior performance thereof.

11.2. A protocol on handover of the Subject of Lease shall be executed and signed by persons specified in article 3., sec. 3.1. of GTC.

11.3. In case if after the end of lease, in contradiction with the Contract, Lessor further uses the Subject of Lease (regardless of the fact, if he performs or does not perform activity in the Subject of Lease, for purposes of which he leased the Subject of Lease), he is obliged to pay a financial compensation for use of someone else's object without legal title, in the amount according to article 5. sec. 5.1. of the Contract, as well as financial compensation for use of services according to article 6. of the Contract (if they are supplied), during the whole term of use without legal title.

11.4. In case of breach of Lessee's obligations according to sec. 11.1. or 11.3. of this article of GTC, Lessor shall be entitled to claim the contractual penalty in the amount of 35,- EUR (in words: thirty five euro) for each even commenced day of duration of unlawful situation. Lessor's claim for damages even in the extent exceeding the amount of the contractual penalty shall not be affected.

11.5. Provisions of this article, including provisions to which this article refers, shall survive the lapse of legal effects of the Contract in accordance with article 15. sec. 15.4. of GTC.

11.6. Lessee is obliged to return the ID cards, which entitle him to move in security restricted areas of the Airport, at latest on the next day after lapse of the period according to sec. 11.1. of this article of GTC, at the Lessor's Department of regulation of entries. Lessee acknowledges that otherwise the ID cards will be blocked and simultaneously Lessor will issue an order to withdraw the ID cards on respective entry points of the Airport.

Article 12.

Common provisions to financial obligations

12.1. Financial obligations arising from the Contract shall be considered fulfilled on the day when the amount corresponding to the respective financial obligation was credited to the account of an entitled beneficiary. If the account stipulated in this Contract as the account of Lessor differs from the account stipulated in the invoice issued by the Lessor, Lessee may also pay to the account stipulated in such invoice. If the due amount or its part was credited to other Lessor's account than to the account stipulated for payment in this Contract or in the invoice issued by the Lessor, the financial

obligation of Lessee shall be considered fulfilled on the day when the due amount was credited to such other account. Lessor shall be entitled in such case to claim reimbursement of real costs, connected with the transfer of the sum to the account, to which Lessee was obliged to pay the respective obligation originally, in accordance with the Contract or the invoice.

12.2. In case Lessee is a legal subject with registered office or place of business or residence outside the territory of the Slovak Republic and he pays the Receivables, arisen in accordance with the Contract via bank transfer, he shall bear also any and all bank fees arisen to Lessor in connection with acceptance of foreign payment.

12.3. If Lessee is in delay with payment of Receivables of Lessor from the Contract, Lessor is entitled to demand payment of interest on late payment in the amount of 0,05% from the due amount for each day of delay. Lessee shall pay interest on late payment to the bank account stipulated in this Contract within 14 (in words: fourteen) days from issue of invoice on interests on late payment (hereinafter as the „**Penalty invoice**“); the provision of sec. 12.1. of this article shall equally apply to this case. In addition to the aforesaid Lessor shall be entitled to claim the contractual penalty in the amount of 0,05% of the due amount, for each even commenced day of delay, as from the first day of delay, provided that Lessee fails to pay the respective Receivable even on the basis of and in the period stated in the request (reminder) of Lessor; claim for damages even in the extent exceeding the amount of the contractual penalty shall not be affected hereby.

12.3.1. Lessor is entitled to a lump-sum fee in the amount of 2,- EUR (in words: two euro) without VAT for issuing of each Penalty invoice (hereinafter as the „**Penalty fee**“). Lessor is also entitled to lump-sum fee in the amount of 2,- EUR (in words: two euros) without VAT for issuing of each reminder of delay with payment of due receivables (hereinafter as the „**Fee for reminder**“). Lessor is entitled anytime during the term of this Contract, no more than once a year, always from 1 January or 1 July of the respective calendar year, to adjust (increase or decrease) the amount of Penalty fee and/or Fee for reminder, by sending a written notification of their change (hereinafter as the „**Notification of change of fees**“) to Lessee. Lessee shall receive, together with Notification of change of fees, also notification of change of GTC according to article 13. sec. 13.4. of GTC. Change of the amount of Penalty fee and/or Fee for reminder shall come into force in connection with article 13. sec. 13.2. of GTC and become effective in accordance with article 13. sec. 13.3. of GTC. Lessor undertakes to send the Notification of change of fees in the same period, in which he shall send the notification of amendment

of GTC. Lessee explicitly agrees that the Notification of change of fees shall be sent to the point of contact (e-mail address) according to article 9. sec. 9.1.2. of the Contract.

12.4. Notwithstanding the provision of Art. 330 sec. 1 and 2 of the Commercial Code the Contractual parties agreed that if Lessee as debtor shall pay to Lessor as creditor several financial obligations and the provided payment does not cover all the obligations, the obligation specified by debtor at the payment shall be considered paid; as an identifier (variable symbol) shall be used the number of invoice, which is intended to be paid (i.e. identified payment). If Lessee as a debtor does not specify, which of several financial obligations is to be paid (i.e. unidentified payment), the obligation first falling due shall be considered paid, specifically its principal; it means that Lessor as creditor shall not be obliged to set off and identify preferentially received and unidentified payments against interest on late payment. Lessor as creditor may invoice any interests on late payment by the Penalty invoice.

12.5. Lessor undertakes to send the respective invoices issued according to the Contract to mail transport at latest on 3rd (in words: third) day from the date of their issue.

12.6. The Contractual parties agreed that if Lessor learns that Lessee paid more than he was obliged to pay according to the Contract (overpayment), such overpayment shall not be returned, however should be used to settle firstly due future Receivables, before use of deposit, regardless of their legal title (this Contract or other legal title). If Lessor does not have any receivables against Lessee, arisen from any legal reason, as to the day of termination of the Contract, he undertakes to transfer the overpayment to the account of Lessee within 30 (in words: thirty) days from termination of the Contract.

12.7. Lessor shall invoice to Lessee the respective VAT rate in accordance with respective provisions of Act on value added tax.

12.8. In case Lessor suffers damage (e.g. as a sanction for administrative delict) because of breach of any of contractual or statute obligations by Lessee, Lessor is entitled to claim damages against Lessee in accordance with provision of Art. 373 and following of the Commercial Code.

12.9. With respect to provision of Art. 401 of the Commercial Code, Lessee as debtor declares that the statute of limitations of any Receivables that arise on the basis of or in connection with this Contract, shall be extended up to 10-year limitation period.

Article 13.

Reservation of amendments of GTC

13.1. Lessor is entitled to amend this GTC by unilateral legal act. This amendment, with respect to maintenance of principle of certainty and stability, as well as with respect to other principles

of private law, in the legal relationship of the Contractual parties shall not concern:

- (i) changes of essential provisions of the Contract, such as the Subject of Lease, purpose of lease, term of lease;
- (ii) change of the amount of the Rent or payments for supplied goods and services provided with the lease; provisions of article 4. sec. 4.2. and article 5. sec. 5.1. of GTC shall not be hereby affected;
- (iii) change or increase of Lessee's obligations in connection with use of the Subject of Lease; this shall not apply if the need of amendment (compliance) of contractual conditions arises from laws of the Slovak Republic in force;
- (iv) change of stipulated amount of contractual penalties in individual cases;
- (v) extension or reduction of stipulated ways and reasons for termination of the Contract by any of the Contractual parties; this shall not apply if the need of amendment (compliance) of contractual conditions arises from laws of the Slovak Republic in force.

13.2. If Lessor issues an amendment of GTC, the amended GTC shall come into force on the day of its publishing on the web page of Lessor.

13.3. The amended GTC may come into force only from 1 July or 1 January of the calendar half-year following the calendar half-year, in which they came into force according to sec. 13.2. of this article of GTC.

13.4. Lessee explicitly agrees that notification of amendment of GTC should be sent to him to the point of contact (e-mail address) according to article 9. sec. 9.1.2. of the Contract, within at least 30 (in words: thirty) days before the day when amendment of GTC comes into force; otherwise the amended GTC shall become effective from 1 July or 1 January of the calendar half-year following the half-year when originally amended GTC should have become effective. If Lessee does not agree with the conditions, which form the content of the amended GTC, he may terminate the Contract through delivery of termination notice to Lessor at latest on the last day before the day when the amended GTC come into force.

Article 14.

Delivery

14.1. The Contractual parties agreed that documents, containing legally important facts according to the Contract, shall be delivered by mail in a form of registered mail, unless it is agreed otherwise. The document containing legally important facts for the purposes of this Contract, shall be understood mainly termination of the Contract, withdrawal from the Contract, reminders to pay and to fulfil any obligations.

14.2. The addresses of registered offices of the Contractual parties or their mailing addresses stipulated in this Contract, shall be used for needs of delivery by mail, unless recipient of the document notified the sending Contractual party of new address of the registered office or other new mailing address, determined for delivery of documents. In case of any change of the address determined for delivery of documents on the basis of this Contract, the respective Contractual party undertakes without undue delay to notify the other Contractual party in writing on change of address or contact details; in this case the new address duly announced to the other Contractual party before sending of documents shall be decisive for delivery. The sending Contractual party shall not bear any legal consequences in relation to failure of the recipient's notification duty according to this section of GTC.

14.3. Shipment sent by mail shall be considered delivered on the day of its delivery to the address determined according to sec. 14.2. of this article of GTC.

14.4. As the day of delivery of shipment shall be considered also the day, when the recipient Contractual party refuses to accept the delivered shipment, or the 3rd (in words: third) working day from the day on which the period for takeover of the shipment at the post office commenced.

14.5. By other ways of delivery of messages (delivery by fax or e-mail message), which contain no legal act and serve only for purposes of acceleration of mutual communication of the Contractual parties, these shall be considered delivered by printing of receipt on sending of fax message from technical device of sender or by displaying of receipt of sending of e-mail message on technical device of sender. From these ways of delivery addressing and delivery of the following shall be excluded:

- (i) documents, which contain expressions of will of the Contractual parties stipulated in sec. 14.1. of this article of GTC;
- (ii) other documents, which shall have legal effect for their recipient (i.e. establish, change or cancel the rights and obligations; provisions of article 9. sec. 9.1.12. last sentence, article 12. sec. 12.3.1. and article 13. sec. 13.2. in connection with 13.3. shall not be affected hereby.

Article 15.

Final provisions

15.1. The Contract shall be executed in 4 (in words: four) equivalent exemplars. Each Contractual party shall receive 2 (in words: two). If the Contract is executed bilingually, in case of any discrepancies or disputes concerning its interpretation the Slovak version shall prevail.

15.2. The Contract can be changed and/or amended upon agreement of both Contractual parties, in a form of written and properly numbered amendments to the Contract, with reservation stipulated mainly in article 4. sec. 4.2., article 5 sec. 5.1., article 12. sec. 12.3.1. and article 13. of GTC, concerning possibility to amend the respective part of GTC by a unilateral act of Lessor; both Contractual parties shall manifest their will in one document on legal act and shall be signed by statutory bodies of both Contractual parties.

15.3. Contract shall be concluded and become effective on the day of its signing by both Contractual parties, unless laws and regulations in force at the time of execution of the legal act stipulate that the Contract shall become effective only upon fulfilment of other legal condition (e. g. publication of contract).

15.4. After lapse of legal effects of this Contract, all the rights and obligations thereof shall be discharged except for those which with respect to their nature shall survive the termination of the Contract.

15.5. Rights, obligations, as well as legal relations arising from this Contract shall be governed by legal order of the Slovak Republic.

15.6. To avoid any doubts whether this legal relationship between the Contractual parties shall or shall not be governed by provisions of the Commercial Code, with respect to nature of subjects of this Contract, the Contractual parties hereby agreed on choice of this act in accordance with provision of Art. 262 sec. 1 of the Commercial Code.

15.7. The provisions of the Civil Code, Act on lease and sub-lease of non-residential premises, Commercial Code, as well as other related laws and regulations shall adequately apply also to the relations not explicitly stipulated in this Contract.

15.8. In case that any of the provisions of the Contract or any of its subsidiary provisions is or in the future becomes void or ineffective for any reason, the remaining provisions of the Contract shall not be affected. Instead of void or ineffective provision an adequate regulation shall apply which is, within the laws and regulations in force, as close as possible to purpose obviously followed by the Contractual parties while entering into the Contract.

This GTC shall come into force on a day of its publishing on the webpage of Lessor, i.e. on 15 May 2012 and become effective on 1 June 2012; legal effects towards Lessee shall come into force on the day when the Contract was concluded; GTC form an inseparable part of the Contract.