

Attachment no. 6

General standards of level of services provided at M. R. Štefánik Airport in Bratislava (Service Level Agreement; hereinafter as the „SLA“)

Article 1.

Preliminary provisions

1.1. Preamble

The purpose of this SLA is to regulate standards of level of services provided to passengers and public at M.R. Štefánik Airport in Bratislava by Lessees as operators of individual commercial premises (business premises), way of control of quality level of provided services and to determine procedures in order to remedy the identified shortcomings. In addition to obligations resulting from the Contract and GTC, Lessor and Lessee undertake to observe also the terms stipulated in this SLA.

This SLA forms an inseparable part of the Contract.

1.2. Definitions

In addition to the definitions stipulated in the Contract and GTC, also the following definitions listed below shall be used for the purposes of this SLA and legal relationship between Lessor and Lessee:

ID card – identification card issued by Lessor for personnel of Lessee, which entitles them to entry into the respective area and zone of the Airport;

Business premises – non-residential premises that are used for commercial purposes, mainly shops of any kind, such as cafes, bars, kiosks;

Mystery shopper – person who is authorized by written authorization / commission of Lessor to perform control (Mystery shopping) according to article 3. of this SLA.

Summer season - months: May, June, July, August, September;

Winter season – months: October, November, December, January, February, March, April.

Article 2.

Standards of level of provided services

2.1. Lessee undertakes to observe, in addition to obligations stipulated in the Contract and GTC, also the following standards of level of provided services:

- a) to ensure that Lessee's personnel will always and under all circumstances visibly wear ID cards of Lessor;
- b) to ensure that Lessee's personnel will always and under all circumstances wear clean uniform while serving;
- c) to ensure sufficiently wide range and amount of offered assortment of goods in adequate quality; the minimum extent of goods and services offered by Lessee, with

which Lessor agrees, and which shall be ensured by Lessee at all times during term of the lease relationship, is stipulated in Attachment no. 4 to the Contract;

- d) to ensure that goods and / or services will be anytime during the term of this Contract visibly marked by their price (i.e. duty to keep the price list);
- e) to keep up the Business premises in clean, aesthetic and tidy condition and to ensure adequate comfort of visitors of the Business premises;
- f) to ensure that any notices, signs and other markings, having operational and solely temporary character (e. g. closing of the Business premises because of breaks, technical failure; hereinafter only as the „**Temporary operational notices**“), will be displayed in the Business premises and performed as follows: in program MS Word, in both Slovak and English languages, font Verdana, size 14 pt, font colour black, printing format A4, white papery, heat-sealed in a clear plastic film. Lessee is not entitled to use any handwritten Temporary operational notices or signs made in contradiction with the abovementioned; otherwise Lessor reserves the right to order their adjustment and in legitimate and exceptional cases also their removal. Lessee is obliged to adjust or remove improper Temporary operational notices without undue delay after raising an objection; otherwise it shall be considered for case according to article 6. sec. 6.1.1. letter a) of SLA. The provision of this section on Temporary operational notices shall not apply to temporary business events for offered goods and / or services, which may be placed exclusively inside of the Business premises or in front of the entry into the Business premises of Lessee and on proper advertisement carriers (e. g. on advertising stands of manufacturers/suppliers of certain goods and/or services; otherwise Lessor is entitled to order removal of notices on temporary business events, without undue delay after raising an objection. In case the order of Lessor will not be respected by Lessee, it shall be considered for case according to article 6. sec.6.1.1.letter a) of SLA;
- g) to ensure that notices of operational character (e. g. opening hours, identification of responsible agent in charge of the trade; hereinafter as the „**Permanent operational notices**“), will be published in both Slovak and English languages and in a way corresponding to

general design of the Business premises located on/in the Subject of Lease, not sooner than after Lessor expresses its approval with their display/usage in a written form; otherwise Lessor is entitled to order removal of Permanent operational notices without undue delay after raising an objection. In case the order of Lessor will not be respected, it shall be considered for case according to article 6. sec. 6.1.1. letter a) of SLA;

- h) to ensure prior written approval of Lessor in the following cases: (i) choice of inventory (i.e. equipment) of Business premises, before its opening as well as during the term of the lease (ii) any new, additional inventory of the Business premises, or (iii) in case of relocation of inventory within such part of the Business premises of Lessee, which is publicly accessible or visible;
- i) to ensure the operation of cafes and business premises with refreshments (i. e. Business premises with catering services) only with serving personnel;
- j) to ensure an adequate training of Lessee's personnel in the field of communication with customer in order to provide services by Lessee's personnel on corresponding level, it means professionally, in client's favour, obligingly, respecting the rules of good conduct and principles generally accepted in a contact with customer;
- k) to ensure option of cashless payments through POS terminal in the Subject of Lease and acceptance of all payment cards commonly accepted in trade and payments on the territory of the Slovak republic;
- l) to strictly fulfil obligations pursuant to legislation in force (e. g. Act no. 289/2008 Coll. on use of electronic cashier register as amended, Act no. 250/2007 Coll. on consumer protection as amended);
- m) to include in the price list or display at other proper (visible) place in the Business premises the information that in case if the customer does not receive a receipt from Lessee's personnel, he or she is not obliged to pay for goods and/or services.

Article 3.

Control of observance of standards of level of provided services

3.1. Lessor shall perform controls of observance of standards of level of provided services (hereinafter as the „**Mystery shopping**“). Only the Mystery shopper authorized by Lessor in writing will perform Mystery shopping.

3.2. There will always be executed a written record from Mystery shopping, which shall assess mainly:

- (i) Personnel: speed, helpfulness/obligingness, behaviour, level of foreign language, grooming, method and level of service;
- (ii) Business premises: cleanness of Business premises, atmosphere, cleanness of inventory;
- (iii) Prices and billing: tender offers, marking of goods and/services by tags (keeping of pricelist), issue of cashier receipts, compliance of cashier receipts with pricelist or tags;
- (iv) Amount and quality of offered assortment (it means whether at least the minimum extent of assortment offered by Lessee is respected);
- (v) the overall impression of the customer / Mystery shopper;
- (vi) other standards of level of provided services which are stipulated in article 2. of this SLA.

3.3. The written record of Mystery shopping shall be delivered to Lessee personally or by mail. In case if Lessee refuses to accept the record delivered personally, this fact shall be recorded in the record. In case of any objections to the content of the record, Lessee is entitled to express his statement within the period of 5 (in words: five) business days from day of its delivery.

3.4. Lessor shall regularly:

- (i) evaluate the records;
- (ii) in case of shortcomings propose a way of their remedy with respect to SLA and supervise performance of remedy.

3.5. Lessor shall keep in files so called Lessee's Record, which shall be used for recording of all aspects of cooperation between Lessor and Lessee, for example occasional special events, performed Mystery shopping, praises and complaints, received from customers (passengers and public).

3.5. Lessor shall convene meetings of Lessees; Lessor shall determine frequency of meetings as required. Subject of meetings of Lessees will be primarily evaluation of cooperation, level of provided services, acceptance of proposals on improvement of cooperation, open discussion of Lessees with Lessor.

Article 4.

Motivational program and sales promotion

4.1. Lessor will draft a motivational program, in which level of services provided by Lessee will be evaluated, mainly on the basis of Mystery shopping according to article 3. of this SLA. Motivational program may be continually amended, supplemented or replaced by short-term motivational actions.

4.2. Lessor publishes the name of Lessee's Business premises together with its logo, contact details, or also with brief description of character of Business premises, on its internet web pages

www.airportbratislava.sk
www.letiskobratislava.sk

and

4.3. Lessor will once a month evaluate 3 (in words: three) best Business premises based on information gained from passengers, other public and Mystery shoppers. Three best Lessees of the month may gain from Lessor advertising space on monitors above check-in desks in departure lounge (terminal); this advertising space will be provided free of charge under the condition that Lessor will have free spaces at the time when he should provide such space.

4.4. Lessor will publish information materials, in which passengers and public will be informed on services provided by Lessees at the Airport. Particularly those Lessees, who reached in the last period the best level of assessment, shall have priority in promotion.

Article 5.

Benefits for employees of the Airport

5.1. In order to enhance business activities Contractual parties agreed on following benefits for Lessor's employees:

- a) Lessee undertakes to offer discount, to employees of Lessor who identify themselves with valid ID card of Lessor, on prices of goods and/or services offered by Lessee; the discount shall be agreed individually in the Contract;
- b) Lessor undertakes to ensure an adequate promotion of the respective benefit among the employees of the Airport.

Article 6.

Sanctions

6.1. Types of violations of standards of level of provided services:

6.1.1. For less serious breach of standards of level of provided services shall be considered mainly the shortcomings stated below:

- a) failure to remedy in relation to use of improper Temporary operational notices or Permanent operational notices or notices on temporary events, despite the request of Lessor according to article 2. sec. 2.1. letter f) or g) of SLA;
- b) improper grooming of Lessee's personnel (absence of uniforms);
- c) (even) small relocation of Lessor's inventory without Lessor's prior consent;
- d) failure to secure prior consent in case under article 2., sec. 2.1. letter h) of SLA;
- e) failure to maintain cleanliness and order in Business premises, (mainly interior of Business premises, inventory, used devices/machines, „serving equipment“);

- f) failure to provide service at the table within 10 minutes, although Business premises are clearly not busy;
- g) failure to comply with minimum extent of by Lessee offered assortment, which forms the Attachment no. 4 to the Contract; this shall not apply and for less serious breach shall not be considered, if Lessee proves to Lessor in a verifiable way that the respective sort of goods is not offered because of reasons on the side of contractual supplier;
- h) lack of knowledge of English language (see article 9. sec. 9.2.1.2. letter (iv) of GTC);
- i) breach of duty to implement POS terminal, stipulated in article 2. sec. 2.1. letter k) SLA.

6.1.2. For serious breach of standard levels of provided services shall be considered:

- a) failure to provide receipt from cashier registry (breach of duty resulting from article 2. sec. 2.1. letter l) of SLA);
- b) failure to comply with hygiene standards;
- c) case, if any of the less serious shortcomings (except for less serious breach according to sec. 6.1.1. letter f) and h) of this article), even despite warning of Lessor, repeats at least 2 (in words: two) times during respective Winter or Summer season.

6.1.3. For breach or non-observance of standard of levels of provided services, Lessor may, in each individual case, apply against Lessee the following sanctions:

- a) for less serious breach according to sec. 6.1.1. letters from a) to g) and i) of this article the contractual penalty in the amount of 150,- EUR (in words: one hundred and fifty euro);
- b) for serious breach the contractual penalty in the amount of 1000,- EUR (in words: one thousand euro).

6.1.4. Regardless of application/non-application of sanctions according to sec. 6.1.3. of this article, Lessor shall, in case of breach of duties resulting from SLA, proceed as follows:

- (i) a written warning, in which an adequate period to remedy the reproached shortcoming will be set up, shall be delivered to Lessee personally or by registered mail;
- (ii) in case it comes to 2. (in words: second) less serious breach, Lessor delivers to Lessee 2. (in words: second) warning;
- (iii) in case of 3. (in words: third) less serious breach, this shall already be considered for serious breach and Lessor is entitled to use his right to withdraw from the Contract in accordance with conditions stipulated in

article 10. sec. 10.3.1. letter k) of GTC; right to withdraw from the Contract shall be applied also in other cases, which are in this article specified as serious breach of the Contract (sec. 6.1.2. letter a) or b) of this article of SLA) in relation to which Lessor is entitled to withdraw immediately, without any previous warnings.

Article 7.

This SLA may be amended during the term of legal relationship only on the basis of mutual agreement of the Contractual parties. If Lessor issues new SLA during the term of lease, it shall govern rights and duties in accordance with the Contract, concluded before it became effective, only under the condition that Lessee grants its approval with new SLA in an amendment to the Contract.

This SLA 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 a day when the Contract was concluded; SLA forms an inseparable part of the Contract.