

General Terms and Conditions
of
Flughafen Wien AG
Flughafen, 1300 Wien-Flughafen
registered at Landesgericht Korneuburg
with the companies' register no. FN 42984m
for Advertising Services
at Vienna Airport

1. General

1.1. The following General Terms and Conditions for Advertising Services at Vienna Airport ("**GTC**") form part of contracts between customers and Flughafen Wien AG ("**FWAG**") on the provision of advertising services at Vienna Airport ("**Contract**"), unless otherwise agreed in the Contract. By conclusion of the Contract the Customer accepts the following terms and conditions.

2. Subject matter of the Contract

2.1. FWAG shall allow the Customer to display advertising on one or several advertising space(s) on the premises of Vienna Airport ("**Advertising Space**") in accordance with the Contract.

2.1.1. The plan enclosed with the Contract shall be decisive for the name and the description of the Advertising Space.

3. Term of Contract

3.1. The term of the Contract shall be as agreed in the Contract.

3.2. The parties expressly agree that the termination of advertising contracts by its customers shall constitute no important reason (cause) that would entitle an advertising agency as the customer to terminate the Contract early.

3.3. During the first contract year the Customer waives its right to terminate the Contract by notice.

4. Fee

4.1. The Customer shall pay FWAG a fee agreed in the Contract.

4.2. The fee shall include the services agreed in the Contract.

4.3. The fee shall become due for payment in advance not later than eight (8) days after the invoice date. Any other annual fees shall become due for payment in advance by 15 January of the relevant year of renewal or within 14 days of renewal of the Contract.

4.4. In the case of late payment the Customer shall pay interest on late payment at the statutory rate (Section 456 of the Austrian Business Code [*Unternehmensgesetzbuch/ UGB*], and at least 12%. In addition, the Customer shall reimburse all collection costs incurred by FWAG notwithstanding any additional claims for damages under Section 1333 (2) of the Austrian Civil Code [*Allgemeines Bürgerliches Gesetzbuch/ ABGB*].

4.5. The parties expressly agree that the fee shall be of stable value. The measure to calculate stability in value shall be the Consumer Price Index for 2015 = 100, which is published monthly by Statistik Austria, or the index replacing the same if the CPI is no longer published. Index figure for September 2015.

As of 1 January of every year the fee shall be increased by the percentage resulting from the change in the index figure published for the month of September of the preceding year compared to the index figure published for the month of September of the year before the preceding year, and at least by 3%.

The new fee calculated according to the above method shall then be the basis for calculation of the next adjustment.

If FWAG receives the fee without taking the value adjustment into account, this shall constitute no implied waiver of the increase. FWAG shall be free to collect the balance with retroactive effect.

5. Rights and duties of FWAG

5.1. FWAG undertakes to provide the services in accordance with the Contract.

5.2. FWAG is entitled to refuse at any time to display advertisements which are not in line with the architectural conditions of Vienna Airport, violate criminal-law provisions, the contents of which are offensive or otherwise *contra bonos mores* or which follow political and/or religious tendencies. The Customer shall be informed thereof in writing. In such cases FWAG is entitled to remove the advertising subjects complained about within 24 hours or have them removed by enterprises instructed by FWAG. The costs of removal shall be charged to the Customer.

6. Rights and duties of the Customer

6.1. The Customer shall not have the right to assign, transfer, charge or deal in any other manner with this Contract (in full or in part) or any of its rights or obligations under it, nor purport to do so, nor sub-contract any or all of its obligations under this Contract without having obtained the prior written consent of FWAG.

6.2. Any charges, fees or taxes incurred in connection with the Contract shall be borne by the Customer.

7. Production and assembly of standard Advertising Space (non-digital)

7.1. Standard Advertising Space shall be produced by FWAG.

7.2. All assembly, replacing or disassembly work regarding banners shall be carried out exclusively by FWAG or an enterprise instructed by FWAG.

7.3.If the Customer fails to provide the advertising subject so early that it may be mounted by the date of commencement of the Contract agreed in Clause 2, mounting at a later point in time shall not entitle the Customer to a reduction in the fee or a pro-rata extension of the Contract. Until its own advertising subjects are actually mounted the Customer shall have no right to disassembly of any advertising subjects that may exist.

7.4.The banners shall be produced and assembled only after written approval of the advertising subject by FWAG to the Customer. This shall also apply to any change to the advertising subject. The Customer shall immediately renew or replace the advertisement or the advertising subject in the case that the appearance is no longer equivalent to that of a new banner, e.g. due to fading of colours or damage.

7.5.The Customer shall have no right to a reduction in the fee or a pro-rata extension of the Contract if the advertising appeal is limited due to maintenance work in the area of the Advertising Space for a period of not more than two (2) weeks.

8. Digital advertising

8.1.The Customer shall supply FWAG with digital advertising that fulfils the technical requirements laid down in the Annexes to these GTC:

- 8.1.1. mega wall: Annex 1,
- 8.1.2. baggage belts: Annex 2,
- 8.1.3. portrait screens: Annex 3,
- 8.1.4. landscape screens: Annex 4.

8.2.If necessary, FWAG is entitled to change those technical requirements unilaterally. FWAG shall notify the Customer thereof in writing within a reasonable period. The Customer shall supply FWAG only with new advertising spots or subjects that fulfil the technical requirements applicable from time to time.

8.3.FWAG shall import the advertisement within five (5) working days of receipt of the data after it has been tested successfully and approved by FWAG. The foregoing provision shall apply only if the Customer prepares the data in accordance with Clause 8.1 of these GTC.

- 8.4. If the Customer fails to provide the advertisement so early that it may be imported by the commencement date agreed in the advertising contract, importation at a later point in time shall not entitle the customer to a reduction in the fee or a pro-rata extension of the advertising contract.
- 8.5. The advertisements (even minor changes to running ones) shall be tested by FWAG before they are started and shall be approved only after successful testing. FWAG is entitled to reject advertisements that do not fulfil the technical requirements laid down in Clause 8.1 of these GTC. Moreover, FWAG is entitled to reject advertisements that possess very special technical incompatibilities with FWAG's system or performance requirements that are too strict, even though they fulfil the specifications of Clause 8.1 of these GTC. This shall not entitle the Customer to a reduction in the fee or a pro-rata extension of the Contract.
- 8.6. FWAG is entitled to remove advertising which causes instabilities in FWAG's digital signage software despite successful testing by and approval from FWAG.
- 8.7. FWAG is entitled but not obliged to convert advertising that is incompatible with FWAG's digital signage system into appropriate file formats to make it compatible with the digital signage system and in this way to enable it to be displayed.
- 8.8. The fee shall be paid immediately after importation of the relevant advertising and not later than eight (8) days after the invoice was issued for the months of the current contract year in advance.
- 8.9. In addition, the Customer shall have no right to a reduction in the fee or a pro-rata extension of the advertising contract if the advertising appeal per baggage belt is limited due to maintenance work in the area of the monitors for a period of not more than two (2) weeks.

9. Liability

- 9.1. FWAG assumes no liability for damage or loss resulting from or related to the Contract. This shall not apply to damage or loss which FWAG or persons for whom FWAG is accountable pursuant to Section 1313a *ABGB* have caused by wilful intent

or gross negligence; however, claims for damages shall be limited to the amount of the contract value. If the Customer claims that the damage was caused by FWAG or third parties, the Customer shall bear the burden of proof. FWAG shall be liable without limitation for injury to persons, also in the case of slight negligence.

9.2. The Customer represents that it is the owner of all copyrights of the data provided to FWAG and at least of the rights to use the same as required for the Contract. The Customer shall be liable for any damage or loss or claims for damages or losses resulting therefrom and shall indemnify and hold harmless FWAG in this respect.

10. Termination for cause; Insolvency

10.1. Notwithstanding the term of contract agreed in Clause 2, FWAG is entitled to terminate the contractual relationship as of the end of any calendar month by giving one month's notice if this is necessary due to reconstruction measures, for reasons of flight operations or air traffic control or due to statutory or official regulations. In that case the Customer expressly waives its right to assert claims on the ground of damages or on whatever ground. In such cases the fee that has been paid in advance for the rest of the contract year shall be refunded on a pro-rata basis.

10.2. FWAG is entitled to terminate the contractual relationship for cause with immediate effect. Causes shall include but not be limited to breach of the obligations assumed under this Contract, e.g. late payment of the fee or failure to provide the advertising subject within a reasonable period of time after a prior written request sent by FWAG by registered letter.

10.3. Notice of termination shall be given to the Customer by registered letter to the address most recently entered in the Business Register.

10.4. The contractual relationship shall end with immediate effect as soon as the Customer becomes insolvent and no insolvency proceedings are opened over its assets.

11.Miscellaneous

- 11.1. No oral side agreements exist. Modifications of or amendments to the Contract shall be made in writing. This shall also apply to an abolishment of the formal requirement of written form.
- 11.2. The validity of the Contract shall not be affected by ineffectiveness of any contractual provisions. The ineffective regulation shall be replaced by a permissible provision which comes as close as possible to the business purpose of the original provision.
- 11.3. For all disputes arising out of or in connection with the Contract the parties agree on exclusive jurisdiction of the court having jurisdiction over Vienna's First District and the subject matter. This Contract shall exclusively be governed by Austrian law and all conflict of laws rules shall be excluded.
- 11.4. Every Contract shall be made in two counterparts, of which each party shall receive one.
- 11.5. The Contract as well as these GTC have been executed in the German language which language shall be controlling in all respects and all versions of these documents and any other language shall be for accommodation only and shall not be binding on the Parties. For the avoidance of doubt, the German versions of the Contract and these GTC shall prevail in any case of conflict between two or more language versions.