GENERAL TERMS AND CONDITIONS
of Fraport Twin Star Airport Management AD
(pursuant to Art. 298 of the Trade Act)

of conclusion, term and termination of the Agreement for renting and using advertising media at Burgas airport and Varna airport
(effective as of 18.09.2018)

General Provisions

This document regulates the relationships between Fraport Twin Star Airport Management AD and the contract partners in regard to the rules for renting and use of advertising media in the territory of Burgas airport and Varna airport, hereinafter referred to as COMPANY and USER/S for the purposes of these General Terms and Conditions.

These General Terms and Conditions of conclusion, term and termination of the Agreement for renting and use of advertising media at Burgas airport and Varna airport (hereinafter referred to as General Terms and Conditions) constitute an integral part of the concluded between the COMPANY and the USER Advertising Agreement-Particular Terms and Conditions (hereinafter referred to as the Agreement), as having signed the Agreement the USER expressly declares that they have read and accept the General Terms and Conditions.

If the COMPANY and the USER agree upon different terms from those contained in the General Terms and Conditions, the Particular Terms and Conditions shall apply with priority in the relationships between the parties.

The Company shall inform the USERS of the effective amendments to the General Terms and Conditions. The amended Terms and Conditions shall come into effect as of the date of their publishing unless the USER immediately disagrees with.

The Particular Terms and Conditions to the Advertising Agreement may be amended and/or supplemented only in writing, duly signed by the COMPANY and the USER.

The USER, their employees and third parties hired by the USER involved in the execution of the Agreement shall read and observe the Code of Conduct for Suppliers of COMPANY published on the web site: http://www.fraport-bulgaria.com/.

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Section I. DEFINITIONS

Unless the context otherwise requires the following terms whenever used in these General Terms and Conditions and Agreement have the following meanings:

“Airports” means Varna airport and Burgas airport.

“Burgas Airport” means the existing civil airport for public use, located in the city of Burgas, so defined in conformity with the applicable legislation and which might be renovated, expanded or modified in another way subsequently.

“Varna Airport” means the existing civil airport for public use, located in the city of Varna, so defined in conformity with the applicable legislation and which might be renovated, expanded or modified in another way subsequently.

“Security Restricted Area” means the security area of the relevant airport where no direct, uncontrolled access is allowed. The access to this area is restricted and is allowed with a valid pass card. Right to access the Security Restricted Area is granted to individuals who have successfully passed the background check and who are technically in need to access the area. The access to the Security Restricted Area is granted according to the provisions of “Section IX. Security Rules”.

“Landside” (public area) means the area of the relevant airport where all buildings and sites are located where no controlled access is required.

“Term of the Agreement” means that the Agreement is binding for the parties thereto as of the date of its bilateral signing and its term is until the agreed expiry date of using the advertising media.

“Term of use of Advertising Media” means the period from the commencement date until the expiry date of using the advertising media, as agreed between the COMPANY and the USER.

“Advertising Media”- all types of advertising vehicles, facilities and advertising areas owned either by the COMPANY or the USER as described in details by type, size and location in the Advertising Agreement-Particular Terms and Conditions.

“Fixed exchange rate of the BNB to the EUR” means the official exchange rate of the Bulgarian lev to the EUR adopted by the Bulgarian National Bank (BNB) and promulgated in the State Gazette, pursuant to Art.29,

Particular Terms and Conditions.

DEFINITIONS

Unless the context otherwise requires the following terms whenever used in these General Terms and Conditions and Agreement have the following meanings:

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“Advertising Media”- all types of advertising vehicles, facilities and advertising areas owned either by the COMPANY or the USER as described in details by type, size and location in the Advertising Agreement-Particular Terms and Conditions.

“Fixed exchange rate of the BNB to the EUR” means the official exchange rate of the Bulgarian lev to the EUR adopted by the Bulgarian National Bank (BNB) and promulgated in the State Gazette, pursuant to Art.29,
"Съществено нарушение" е всякако нарушение на клуаза, която се отнася до същественото съдържание на Общите условия и Договора, извършено от която и да е от страните, което може да има съществен неблагоприятен ефект, независимо дали от фактически или от икономически характер, върху изпълнението на Общите условия и Договора или върху възможността на страните да изпълняват което и да е от задълженията си по тях, включително и в случаите, когато ДРУЖЕСТВОТО или ПОЛЗВАТЕЛЯТ не са отстранили последиците от такова нарушение в съответно установения за това срок, ако са налице такива.

Раздел II. Поставяне на рекламни изображения върху рекламоносители, собственост на ДРУЖЕСТВО

2.1. Рекламните изображения, предвидени за монтаж върху рекламоносителите, се съгласуват в проектен вид с ДРУЖЕСТВО и само след неговото одобрение ПОЛЗВАТЕЛЯТ може да пристъпи към монтажа. Монтажът се извършва след изпълнение на задължението от ПОЛЗВАТЕЛЯ за плащане на договорената цена и депозита при условията на договора.

2.2. Датата на монтажа, съответно на демонтажа на рекламните изображения се удостоверява с двустранно подписан от представители на страните констативен Протокол – Приложение № 2 към договора.

2.3. Монтажът и демонтажът на рекламните изображения се извършва от ПОЛЗВАТЕЛЯ по инструкциите и при необходимост със съдействието на специалисти на ДРУЖЕСТВОТО, ако са необходими. Всички разходи, свързани с изработката, поддръжката, монтажа и демонтажа на рекламното изображение са за сметка на ПОЛЗВАТЕЛЯ.

2.4. ПОЛЗВАТЕЛЯТ се задължава да демонтира рекламното изображение за своя сметка не по-късно от 7 дни след изтичане на съответния период на ползване на съответния рекламоносител, в случая съответните срокове са установени в договора и при прекратяване на настоящия договор.

2.5. ДРУЖЕСТВОТО се задължава да поддържа рекламоносителите във възможен състояние, съответстващи на предназначението им.

Раздел III. Разпространение на печатни рекламни материали:

Section II. Affixing advertising signs to advertising media, property of the COMPANY

2.1. The advertising signs that are to be affixed to the advertising media shall be co-ordinated with the COMPANY in their draft version and only upon their approval the USER may affix them. Mounting is executed after the USER having paid the agreed price and deposit under the terms and conditions of the Agreement.

2.2. The date of mounting, respectively dismantling date of the advertising signs shall be certified via Findings Statement signed by representatives of the parties – Addendum № 2 to the Agreement.

2.3. Mounting and dismantling of the advertising images shall be executed by the USER according to the instructions and supported by the specialists of the COMPANY, if required. All costs related to making, mounting and dismantling of the advertising media shall be at USER's expense.

2.4. USER shall dismantle the advertising signs at their expense latest within 7-day term after expiry of the relevant term set for using a particular advertising medium, respectively upon expiry of the term of the Agreement, as well as upon termination of the Agreement.

2.5. COMPANY shall maintain the advertising media in a condition fit for its purpose.

Section III. Distribution of printed advertising materials:
A./ at a distribution point within the security restricted area – the USER places their own branded desk and stand with printed advertising materials and provides not more than two promoters simultaneously in the baggage reclaim area. Promoters distribute printed advertising materials in the promotional stand area or at the entrance to the baggage reclaim area, but not closer than 3 (three) meters from the entrance of the travel value shop at the Arrivals hall, Terminal 2 at the respective airport.

B./ by a representative of the USER in the landside—no more than two promoters simultaneously in the landside in front of the entrances of the Arrivals hall, Terminal 2, at the respective airport.

C./ from a stand for printed advertising materials at Burgas and/or Varna airport— the USER places their own stand with printed materials or uses one property of the COMPANY to place printed advertising materials of the USER.

3.1. USER will commence and terminate the distribution of the printed advertising materials according to the instructions and supported by the specialists of the COMPANY, if required. All costs relating to making, design and printing of the advertising materials shall be at USER's expense.

3.2. USER shall terminate the distribution of the printed advertising materials and dismantle their own advertising medium on the date of expiry of the term of the Agreement.

3.3.1. USER shall maintain their own advertising media in a condition fit for their purpose.

3.3.2. USER undertakes to clean the area of the used advertising space from the printed advertising materials fallen down the flooring.

3.4. The advertising signs that are to be affixed to the advertising media and the images on the printed advertising materials shall be co-ordinated with the COMPANY in their draft versions and the USER may affix them only upon approval by the COMPANY.

3.5. The date of commencement and termination of the distribution of the printed advertising materials shall be certified via Findings Statement bilaterally signed by representatives of the parties- Addendum № 2 to the Agreement.

3.6. Mounting of the advertising images and distribution of the advertising materials shall be executed by the
задълженето от ПОЛЗВАТЕЛЯ за плащане на договорената цена съгласно договора.

Раздел IV. Рекламен банер, публикуван в сайта на летище Бургас и/или летище Варна

4.1. Рекламният банер, трябва да бъде съгласуван в проектен вид с ДРУЖЕСТВОТО и само след неговото одобрение, банерът може да бъде качен на сайта на летище Бургас и/или летище Варна.

4.2. Датата на качване, съответно на сваляне на рекламния банер от сайта на летище Бургас и/или летище Варна се удостоверява с двустранно подписан от представители на страните констативен протокол – Приложение № 2 към договора.

4.3. Монтажът и демонтажът на рекламния банер се извършва от служител на отдел „ИТ“ на ДРУЖЕСТВОТО. Всички разходи, свързани с изработката на банера са за сметка на ПОЛЗВАТЕЛЯ.

4.4. ДРУЖЕСТВОТО ще свали банера от сайта на летище Бургас и/или летище Варна за своя сметка в деня на изтичане срока на договора.

4.5. ДРУЖЕСТВОТО се задължава да поддържа банера във вид и състояние, съответстващи на предназначението му.

Секция V. Излъчване на рекламен клип по мултимедийната система на летище Бургас и/или летище Варна

5.1. Рекламният клип, предвиден за излъчване по мултимедийната система на летище Варна и/или летище Бургас, се съгласува в проектен вид с ДРУЖЕСТВОТО.

5.2. След предоставянето му от страна на ПОЛЗВАТЕЛЯ, рекламният клип/визия се излъчва по мултимедийната система на летище Бургас и/или летище Варна в договорения срок.

5.3. Датата на стартиране и преустановяване на излъчването на рекламния клип по мултимедийната система на летище Варна и/или летище Бургас се удостоверява с двустранно подписан от представители на страните констативен протокол – Приложение № 2 към договора.

5.4. Стартирането и преустановяване на излъчването на рекламния клип се извършва от страна на ДРУЖЕСТВОТО. Всички разходи, USER after having paid the agreed price as per the Agreement.

Section IV. Advertising banner published on the website of Burgas airport and/or on the website of Varna airport

4.1. The advertising banner shall be co-ordinated with the COMPANY in its draft version and only upon its approval the banner may be published on the web site of Burgas airport and/or on the website of Varna airport.

4.2. The date of placing, respectively removing the image banner ad from the website of Burgas airport and/or from the website of Varna airport shall be evidenced via Findings Statement - Addendum № 2 to the Agreement, bilaterally signed by representatives of the parties.

4.3. Mounting and removal of the image banner ad shall be executed by a IT specialist of the COMPANY. All costs related to making the image banner ad shall be at the expense of the USER.

4.4. COMPANY will remove the banner of the USER from the website of Burgas airport and/or from the website of Varna airport at their own expense on the date of expiry of the term of the Agreement.

4.5. COMPANY undertakes to maintain the advertising banner in a condition fit for its purpose.
съврзани с изработката на рекламния клип са за сметка на ПОЛЗВАТЕЛЯ.

5.5. **ДРУЖЕСТВОТО** има право едностранно, без предварително уведомяване, да преустанови излъчването на рекламните клипове при възникнали основателни причини – напр. при технически проблеми, при необходимост от неотложно отразяване на друго събитие.

5.6. В случаите, възникнали по силата на чл. 5.5, след преустановяване на причината, довела до прекъсването на излъчването на рекламните клипове, **ДРУЖЕСТВОТО** ще компенсира ПОЛЗВАТЕЛЯ като излъчи, освен регулярните рекламни клипове, и броя пропуснати рекламни клипове, за което надлежно уведомява ПОЛЗВАТЕЛЯ.

### Раздел VI. Бюро за посрещане на пътници в Обществена зона в Терминал 2 /Пристигащи пътници/ на летище Варна и/или летище Бургас

6.1. **Рекламоносител** - Бюро за посрещане на пътници, собственост на ДРУЖЕСТВОТО, с размери на рекламната площ 0,20м x 0,60м и 0,60м x 0,80м за поставяне на собствени рекламни изображения на ПОЛЗВАТЕЛЯ.

6.2. Бюрото се ползва от ПОЛЗВАТЕЛЯ само за посрещане на пътници и не може да бъде ползвано за каквито и да било други дейности, особено промоционални.

6.3. Точното местоположение на бюрата се посочва от страна на ДРУЖЕСТВОТО, съгласно схема. ДРУЖЕСТВОТО си запазва правото временно да промения схемата, при възникнала необходимост, с цел облекчаване изпазването на пътниковото движение в зоната. В този случай ДРУЖЕСТВОТО се задължава да уведоми предварително ПОЛЗВАТЕЛЯ за наложилата се промяна.

6.4. При констатирано от страна на ДРУЖЕСТВОТО нарушение на предназначението на ползване на бюрото и наличие на промоционални дейности от страна на ПОЛЗВАТЕЛЯ, ДРУЖЕСТВОТО има право незабавно да прекрати договора. В този случай ПОЛЗВАТЕЛЯТ дължи неустойка в размер на 20% /двадесет процента/ от общата договорена цена.

### Section VI. Welcome desk in the public area of Terminal 2, Arrivals at Varna airport and/or Burgas airport.

6.1. **Advertising media** - Welcome desk, owned by the COMPANY with dimensions of the advertising space 0.20m x 0.60m and 0.60m x 0.80m for placing advertising images owned by the USER.

6.2. The desk shall be used by the USER only for welcoming of passengers and shall not be used for any other purposes, promotion activities in particular.

6.3. The exact location of the desks shall be specified by the COMPANY as per an approved layout. The COMPANY shall have the right to change temporarily the layout if necessary in order to facilitate the passenger flow out of the terminal. In this case the COMPANY shall inform the USER in advance for the necessary change.

6.4. In case of violation ascertained by the COMPANY of the purpose of use of the desk and in case of any promotion activities carried out by the USER, the COMPANY has right to immediately terminate the Agreement. In such case the USER shall owe a penalty amounting at 20% /twenty per cent/ of total contract price.

### Раздел VII. Изисквания и ограничения към рекламните изображения.

7.1. ПОЛЗВАТЕЛЯТ няма право да поставя върху рекламоносителите рекламно изображение, текст или други рекламни съобщения, които изразяват advertising clip are at the expense of the USER.

5.5. The COMPANY shall have right without prior notice to unilaterally suspend the broadcasting of advertising video clips upon occurrence of well justified reasons—such as technical problems, in case of urgent broadcasting of another event.

5.6. In cases arising under Art. 5.5, after cessation of the event that has caused interruption in the broadcast of advertising video clips, the COMPANY shall compensate the USER with broadcasting the missed number of advertising spots along with the regular ones and shall duly inform the USER.

### Section VII. Requirements and restrictions to the advertising images

7.1. The USER shall not be entitled to affix to the advertising media- advertising images, text or other advertising messages conveying direct advertising of
прия реклама на спиртни напитки, забранена съгласно чл. 55, ал. 1 от Закона за здравето и/или изразяват насилие, непристойни действия, провокират употребата на тютюнови изделия, наркотици и други уловяващи вещества, спонява към проституция, както и изображения с порнографско съдържание и всичко, което противоречи на морала и добrite нрави и нарушава установена от закона забрана.

7.2. "Прия реклама на спиртни напитки" е всяка форма на търговско послание, съобщение или препоръка, която целите популяризирането на алкохолните напитки и/или консумацията им, чрез използване на самите напитки или на действия, свързани с тяхното консумиране, производство и разпространение, като ПОЛЗВАТЕЛЯТ носи пълната отговорност в случай на нарушение на забраната й.

7.3. ПОЛЗВАТЕЛЯТ поема отговорността и ще обезщети ДРУЖЕСТВОТО за всички претърпени от последния санкции, плащане на обезщетения или на други задължения от искове или претенции, които произтичат от причинено във връзка с ползването на рекламосъдържанието на законова забрана, включително при нарушение на забраните по чл. 7.1 и чл. 7.2. във връзка с рекламното съобщение, нарушаване на авторски или други права на интелектуална собственост, права на търговска марка или друга индустриална собственост, или друго нарушение на авторски права на трети лица, установени от закон или договор.

**Раздел VIII. Правила за сигурност**

8.1. ПОЛЗВАТЕЛЯТ се задължава да спазва установените на летище Бургас и/или летище Варна специални правила за сигурност, и противопожарните и санитарно-хигиенните изисквания. ПОЛЗВАТЕЛЯТ се задължава да спазва всички приложими изисквания на Закона за здравословни и безопасни условия на труд и съвършени с него правила и инструкции на ДРУЖЕСТВОТО.

8.2. Всички служители на ПОЛЗВАТЕЛЯ или трети лица, действащи от името на ПОЛЗВАТЕЛЯ, се допускат до работа на територията на летище Бургас и/или летище Варна след предварително извършен безплатен инструктаж от страна на ДРУЖЕСТВОТО по здравословни и безопасни условия на труд, противопожарна охрана и контрол на достъпа.

8.3. Всички служители и превозни средства на ПОЛЗВАТЕЛЯ или трети лица, действащи от името на ПОЛЗВАТЕЛЯ се движат в Зоната с ограничен достъп (ЗОД) на летище Бургас и/или на летище Варна само с издадени пропуски от отдел

**Section VIII. Security Rules**

8.1. USER undertakes to observe the specific security rules established at Burgas airport and Varna airport, as well as fire precaution and sanitary-hygienic requirements. The USER is obliged to comply with all relevant provisions of the Health and Safety at Work Act and the corresponding regulations and instructions of the COMPANY.

8.2. All employees of the USER or third parties acting on behalf of the USER will be allowed to work in the territory of Burgas airport and/or Varna airport after being preliminary instructed by the COMPANY- free-of-charge- on the health and safety at work and on fire protection and access control.

8.3. All employees and vehicles of the USER or third parties acting on behalf of the USER may move within the Security Restricted Area of Burgas airport and/or Varna airport only with passes issued by the Security
Department of COMPANY after paying the respective fee. Temporary passes for vehicles and persons with or without accompanying person are issued at Burgas airport and/or at Varna Airport. Prior to the issue of temporary pass without accompanying person, the applicant is required to pass successfully a mandatory training program - Module 1 “Security Awareness” in accordance with the requirements of the National Civil Aviation Security Training and Certification Programme. The training may be carried out by instructors from Burgas airport and/or Varna airport, after having paid the respective fees. Access to the Security Restricted Area of the airports is provided with permanent passes issued by the Civil Aviation Administration Directorate General. The passes are activated for the access control system in the laboratory for pass issues at the relevant airport.

Section IX. Payment of the advertising media used at Burgas airport and Varna airport. Security deposit

9.1. USER shall pay in advance the price for using the advertising media and services.

9.2. In case of deferred payment of the total agreed price, the COMPANY has the right to require the USER to submit an interest-free cash deposit guaranteeing the subsequent instalments. The deposit shall be determined on the basis of the credit history of the USER.

9.3. Dismantling of advertising images after the expiry of the term of the Agreement shall be at the expense of the USER and the same shall submit in advance an interest-free cash deposit to the account of the COMPANY to the amount that will be determined by the COMPANY and covering the cost of dismantling, unless those costs have been already paid in advance to the COMPANY or to a sub-contractor of the COMPANY who shall perform
9.4. Upon expiry of the term of the Agreement, respectively upon its termination, in case the USER shall have not executed their obligation for dismantling of the advertising images in due time, the COMPANY shall be entitled to dismantle them at the expense of the USER and to satisfy unilaterally their receivables for the incurred dismantling, by deducting them from the amount of the interest-free cash deposit or to request the dismantling from his sub-contractor, who has received in advance the payment according to Art.9.3 above.

9.6. The USER shall duly pay the COMPANY the price agreed for the relevant term of use against pro forma invoice / invoice issued by the COMPANY for the amount due.

9.7. The COMPANY shall issue tax invoices for all amounts paid by the USER according to the tax legislation in force. All invoices shall be issued in BGN.

The COMPANY shall issue all invoices and notes in electronic format (PDF format) signed with qualified electronic signature (QES).

The USER agrees to receive electronic invoices and notes in electronic format (PDF format) signed with qualified electronic signature (QES) to the correspondence e-mail address specified in the Agreement and the respective documents shall be deemed delivered.

9.8. In the event the USER is in a default of paying, after the payment deadline stipulated in the Agreement, the same shall pay a default to the COMPANY amounting to 0.2% (zero point two per cent) per day, but not more than 20% (twenty per cent) of the outstanding amount.

In the event the USER is in a default of paying, after the payment deadline stipulated in the Agreement, the same shall pay a default to the COMPANY amounting to 0.2% (zero point two per cent) per day, but not more than 20% (twenty per cent) of the outstanding amount.

9.8. Upon expiry of the term of the Agreement, respectively upon its termination, in case the USER shall have not executed their obligation for dismantling of the advertising images in due time, the COMPANY shall be entitled to dismantle them at the expense of the USER and to satisfy unilaterally their receivables for the incurred dismantling, by deducting them from the amount of the interest-free cash deposit or to request the dismantling from his sub-contractor, who has received in advance the payment according to Art.9.3 above.
10.2. The Agreement may be amended or supplemented only upon the mutual consent of the parties with a bilaterally signed annex, being an integral part thereto.

10.3. The Agreement shall be terminated:

10.3.1. upon expiry of the term of validity as automatic Agreement extension shall not be applicable.

10.3.2. upon mutual consent of the parties, expressed in writing.

10.3.3. if an operative necessity arises upon written notification (7-day, 14-day or 30-day, depending on the term of the Agreement) addressed by the COMPANY. In such case the COMPANY shall refund the USER the balance of the amount paid in advance under the Agreement.

10.3.4. Before expiry of the term of validity upon written notification (7-days, 14-days or 30-days, depending on the term of the Agreement) addressed by the USER. In such case, the COMPANY shall not refund the balance of the amount paid in advance under the Agreement.

10.3.5. Unilaterally, with no notice addressed by the COMPANY at the hypothesis as per Art. 6.4 of this General Terms and Conditions and in case of default on payment of the agreed amounts with 20 /twenty/ days by the USER. In such case the USER shall owe a penalty amounting at 20% /twenty per cent/ of total contract price.

10.3.6. Occurrence of force major circumstances.

Section XI. Force major

11.1. The parties are not responsible for non-performance of their obligations as per the conditions of the Agreement, if the non-performance is due to force major circumstances. "Force Major" is every unforeseen or inevitable event with an extraordinary character which has occurred after concluding the Agreement and which has as a consequence impossibility to perform the obligations under the Agreement, inclusive of but not only war, no matter if it is officially declared or not, revolution, revolt, mutiny, civil disorders, terrorism, sabotage, partisan blockade, embargo, natural calamities, general strikes, economic dislocation, explosion, fire, flood, earthquake, natural phenomenon.
11.2. If either party is affected by an event, being a force major in the sense of the definition given above, this party shall send within a reasonable term a written notification to the other party for the occurrence of this event, where shall be stated the character of the event, being a force major as well as its potential impact on the Agreement.

Section XII. Governing Law and Contract Jurisdiction

12.1. Applicable law in the interpretation of the Agreement and these General terms and Conditions shall be the Bulgarian legislation in force.

12.2. If any dispute arises it shall be settled via negotiations and in case of disagreement between the parties the dispute shall be brought to the competent Bulgarian court for consideration—pursuant to Art. 117, para 2 of the Code of Civil Procedure to the court of competent jurisdiction in the city of Varna.

Section XIII. Notifications

13.1. The parties under the Agreement shall address all notices amongst them, related to the subject of the Agreement, in writing and duly signed by the persons legally representing the tradesman.

13.2. The correspondence shall be deemed be exchanged in writing as well, if sent by fax or e-mail/scanned/ in order to meet the requirement to have a signed document.

13.3. In the event that any of the contracting parties changes their correspondence addresses given in the Agreement without immediately informing the other party, the message or notification that shall have been sent to the addresses given in the Agreement shall be deemed duly delivered.

Section XIV. Final Provisions

§ 1. These General Terms and Conditions for providing and use of advertising media at Burgas airport and Varna airport has been drawn up in Bulgarian and English language. In case of discrepancy between the two texts Bulgarian text shall prevail.

§ 2. The Advertising Agreement - Particular Terms and Conditions has been drawn up in Bulgarian and English language. In case of discrepancy between the two texts Bulgarian text shall prevail.