



***General Terms and Conditions
Regarding Provision and Use of Counters
in the Terminal Facilities of Fraport AG***

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Preamble

Fraport AG, in its function as the operator of Frankfurt Airport, is tasked with providing airport facilities in line with demand. To fulfill its infrastructure responsibilities, Fraport AG provides various counters in the airport's terminal facilities for use in exchange for payment of a fee. Fraport AG is responsible for allocating the limited available capacity according to appropriate, objective, transparent, and non-discriminatory criteria.

At Frankfurt Airport, a number of counters are available for use by various user groups for passenger processing as well as for use as sales and ticket counters. The numbers of these counters are limited for space and technical reasons. In order to take the individual user groups appropriately into account, the specific counter types are provided for use in accordance with provisions appropriate for each group.

Part A – Terms and conditions for the provision of counters

1. Differentiation of counter types

1. Fraport AG provides counters for passenger processing as well as sales and ticket counters.
2. Counters for passenger processing comprise check-in counters, staffed bag drop counters, transfer counters, and lost & found counters. These counters are differentiated as follows:
 - 2.1 Check-in counters serve various functions within the scope of passenger processing and passenger services, particularly to check travel documents, issue boarding passes, and check in baggage and transport it to the airport's baggage handling and sorting systems. Reservation changes and sales of special services of any kind (especially visa services, payments for excess baggage, surcharge payments for upgrades, XXL seats, and emergency exit seats) cannot be made at check-in counters.
 - 2.2 Staffed bag drop counters are special check-in counters where passengers can drop off their baggage provided that they already hold a boarding pass.
 - 2.3 Transfer counters enable passenger processing and passenger services during transit or in the case of connecting flights. Their only function is to issue boarding passes for connecting flights and changes of flight reservations.
 - 2.4 Lost & found counters are used in particular to trace lost baggage and accept reports of damage to checked baggage.
3. Sales and ticket counters are counters for airlines, tour operators, travel agencies, and other ticketing agents, where flight tickets and other travel and flight-related contractual services are offered.

II. Charges for provision of counters

The charges for the provision of counters in the terminal facilities of Fraport AG as well as for the other furnishings and equipment are as shown in the then-applicable list of service charges (accessible on the Internet at: http://www.fraport.com/content/fraport/en/misc/binaer/our-expertise/aviation-services/list-of-service-charges/jcr:content.file/vdl-january-2013_english.pdf).

Section 1: Provisions regarding provision of counters for passenger processing

I. General provisions

1. Counters for passenger processing are provided exclusively to airlines that require these counters to process their passengers and for passenger services upon arrival and departure.
2. Fraport AG may provide counters to an airline if that airline does in fact have flights serving Frankfurt Airport according to the then-applicable flight schedule and there is no good reason standing in the way of provision thereof. Good reason is deemed to exist in particular if an airline is included in the "List of airlines banned within the EU" (accessible on the Internet at: http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm) in the then-applicable version thereof, or if relevant conditions or specifications requiring the compliance of Fraport AG have been issued by government agencies.
3. There is no entitlement to provision of specific counters or to provision of counters in any specific terminal area.

II. Provision of check-in counters and staffed bag drop counters

1. Principles of hourly provision of counters

- 1.1 As a basic principle, check-in counters and staffed bag drop counters are provided to airlines merely on an hourly basis. This is to ensure that Fraport AG is able to provide access to the limited number of available check-in counters to all airlines with flights departing from Frankfurt Airport.
- 1.2 The estimated number and type of counters needed by the airlines, the duration of provision thereof, and the location of the counters within terminal areas, which will be near the relevant gate positions wherever possible, will be set out in an agreement on provision of counters between Fraport AG and the airline. This agreement will not stipulate the specific counters to be used by the airlines in case of flight events; rather, counters will be specified as part of the specific allocation process by Fraport AG. The agreed counter location can be changed if there is good cause to do so. Specific details regarding the duration of provision of counters, the number and type of counters needed, and counter location are set out in subsections II.3 and II.4 below.
- 1.3 Specific counters will be assigned by Fraport AG one day before the relevant flight event. When the airline places its advance booking, this action is considered the order for services on demand based on the agreement on provision of counters. The airline may be assigned to use counters outside of the counter position specified in the agreement on provision of counters. Furthermore, it is possible that an already assigned position may be changed on short notice in the event of irregularities in the flight schedule. Further details of the specific process used to assign counters are set out in subsection II.5 below.

- 1.4 Airlines are not entitled to provision of specific counters, even if Fraport AG has repeatedly assigned the same counter or counters to an individual airline in the past.
- 1.5 Airlines are permitted to exercise their claim to checking in their own flights in accordance with the provisions hereof by commissioning an external handling partner to perform check-in activities.

2. Content of the agreement on provision of counters

- 2.1 Every airline is required to sign an agreement with Fraport AG for the hourly provision of check-in counters and staffed bag drop counters before commencing flight operations. The agreement must stipulate the number of counters provided, the terminal location, and the times at which the counters are to be used. The determination of the assignment of counters in exchange for payment of charges for flight events shall take place in each case in the specific assignment process performed by Fraport AG.
- 2.2 The terminal location of the counters will be reviewed by Fraport AG before each new flight schedule period, and the agreement on provision of counters will be adjusted where appropriate to reflect the new flight schedule.
- 2.3 Based on its operational interest in smooth and efficient passenger processing processes, Fraport AG may enter into agreements with individual airlines concerning long-term provision of check-in counters and staffed bag drop counters with exclusive use thereof if the airline guarantees, for an entire year's flight schedule, that the same (multiple) number of counters will be used daily over the entirety of the airport's operating hours. There is no entitlement to provision of individual counters on a long-term basis.

3. Duration of provision of counters; number and type of counters needed

- 3.1 The duration of provision of check-in counters and staffed bag drop counters depends on the upcoming flight event and the size of the aircraft used by the specific airline.
- 3.2 As a basic principle, provision of counters commences not more than three hours before the scheduled departure time and ends no later than at the scheduled departure time. Extended or shorter opening hours are permitted in certain exceptional cases for which there are operational reasons (particularly in the event of delays).
- 3.3 The following amounts of processing capacity per counter will be used as the basis for determining the number and type of counters needed, in accordance with passenger volume:
 - 3.3.1 Scheduled flights or charter flights with simple point-to-point transportation (e.g. without time-consuming passport control or particularities): 30 passengers per hour
 - 3.3.2 Standard scheduled flights (e.g. with passport control and a few additional entries, such as FQTV numbers, and only some through check-ins): 20 passengers per hour
 - 3.3.3 Non-standard scheduled flights (e.g. with passport control and additional entries as well as API or ETA): 15 passengers per hour

3.3.4 Staffed bag drop counters: 40 passengers per hour

- 3.4 As a standard value for the assessment limit for the average number of counters needed, 80 percent of seat capacity for the aircraft used in the case of scheduled flights, and 90 percent thereof for tourism flights, will be used as the basis as a general principle. In certain exceptional cases for which there is good reason (e.g. in case of a high group check-in percentage, increased time needed to ask questions of passengers, or in case of flights with a high percentage of excess baggage), higher or lower numbers of passengers per hour can also be applied.

4. Counter location

- 4.1 Where operationally possible for Fraport AG, check-in counters and staffed bag drop counters will be provided in accordance with the specific airline's gate position for the relevant flight event.
- 4.2 Fraport AG is entitled to assign airlines to a counter location in a different terminal area or a different terminal either temporarily or permanently if there is good cause to do so. The following reasons in particular enter into consideration as reasons for this kind of relocation:
- 4.2.1 Overarching specifications issued by government agencies, including international specifications, that require the compliance of Fraport AG. This is the case, for example, if it is no longer permissible for flights to be processed in centrally coordinated areas;
- 4.2.2 Construction measures or measures to improve fire protection;
- 4.2.3 Flight schedule changes or changes in aircraft such that
- the number of counters at the existing location is no longer sufficient;
 - the capacity of hall areas is no longer sufficient;
 - emergency exit routes are blocked or fire protection requirements cannot be met;
 - the proper performance of security controls and processing processes is jeopardized;
 - the capacity of Fraport's own facilities is no longer sufficient in certain areas in case of flight schedule changes or changes of aircraft.
- 4.3 Fraport AG will notify the airline of any change of counter location at least two weeks before the change takes effect.
- 4.4 A change of handling partner or joining or discontinuing participation in an airline alliance does not entitle an airline to provision of counters in a different location.

5. Specific counter assignments

- 5.1 Airlines are required to place bookings for check-in counters and staffed bag drop counters at least 48 hours before the flight event, stating the information relevant to the specific flight event (especially the aircraft type and departure time). Booking information must be sent by e-mail to resource@fraport.de.

- 5.2 Fraport AG will notify the airline or its handling partner of the exact counter assignment 24 hours before the relevant flight event, either by e-mail or by fax. If necessary for operational or construction-related reasons, the airline may be assigned counters outside of the counter position specified in the agreement on provision of counters.
- 5.3 On-time scheduled flight events enjoy priority in terms of counter assignment over late or irregular flight events. Fraport AG therefore reserves the right to change previously assigned counter positions on short notice in the event of irregularities in the flight schedule (e.g. delays, flight cancellations).
- 5.4 Cancellations of previously booked counters must be made at least 48 hours before the flight event. If cancellation takes place later, Fraport AG reserves the right to charge for the counter use time booked if and insofar as it is no longer possible to provide the counter to a different airline for that period.

III. Provision of transfer counters

1. Transfer counters are provided to the airlines within the scope of the existing capacity at Frankfurt Airport, depending on the number of transfer flights.
2. Provision of transfer counters takes place by way of assignment by Fraport AG.
3. In the case of exclusive use of transfer counters, the airline is required to enter into an agreement on provision of counters with Fraport AG. There is no entitlement to provision of individual transfer counters on a long-term basis.

IV. Provision of lost & found counters

1. Lost & found counters are provided to the airlines within the scope of the existing capacity at Frankfurt Airport, provided that the airlines have sufficiently high passenger and baggage traffic.
2. Provision of lost & found counters takes place by way of assignment by Fraport AG.
3. In the case of exclusive use of lost & found counters, the airline is required to enter into an agreement on provision of counters with Fraport AG. There is no entitlement to provision of individual lost & found counters on a long-term basis.

Section 2:

Provisions regarding provision of sales and ticket counters

I. General provisions

1. Sales and ticket counters are provided on a preferential basis to airlines with flights serving Frankfurt Airport according to the then-applicable flight schedule.
2. Sales and ticket counters that are available in addition thereto may be rented by ticketing agents and travel agencies. Fraport AG will endeavor to provide every user group with a block of counters in the event of capacity shortages.
3. A separate rental agreement must be entered into between Fraport AG and the user with regard to provision of a sales and ticket counter. This agreement must stipulate the number of counters provided and the terminal location.
4. The sales and ticket counters will be provided for the duration stipulated in the rental agreement.
5. No counters will be provided to any interested party that has violated any essential contractual obligations within the scope of an earlier rental arrangement with Fraport AG, where such violation of an obligation has led to the termination of the rental arrangement on the part of Fraport AG.

II. Assignment criteria

1. Sales and ticket counters will be assigned in order according to the time at which the written requests have been received by Fraport AG.
2. Available sales and ticket counters will be assigned to interested parties based on a waitlist, with priority given to airlines. The order of the waitlist is binding. If an interested party does not accept an offer for counter use provided to that party by Fraport AG within a time limit of two weeks, the offer will be rescinded and extended to the next interested party on the waitlist instead.
3. The maximum number of counters that can be assigned to any ticketing agent or travel agency in terminal areas A, B, C, D, or E in the event of capacity shortages is four counters.

III. Counter location

1. Users have no entitlement to provision of specific counters or counters in a specific terminal area.
2. Preferential assignment of sales and ticket counters located immediately near check-in counters will be given to those airlines performing check-ins at the neighboring counters.

3. If check-in counters are relocated, the airline loses its claim to preferential assignment with regard to the relevant sales and ticket counters.

Part B – Terms and conditions for the use of counters

Section 1: Provisions regarding use of counters for passenger processing

1. Purpose of provision of counters

- 1.1 Check-in counters and staffed bag drop counters are provided to airlines for the sole purpose of performing check-ins. No other special services of any kind can be performed at these counters.
- 1.2 Transfer counters are provided to airlines for the sole purpose of passenger processing and passenger services during transit or in the case of connecting flights
- 1.3 Lost & found counters are provided to airlines for baggage tracing and to accept reports of loss or damage concerning checked baggage.
- 1.4 Any other use or use in excess of the foregoing is not permitted except with the prior written consent of Fraport AG.

2. Counter equipment

- 2.1 Each check-in counter (including staffed bag drop counters) will be equipped by Fraport AG with a logo monitor, waste receptacle, counter seat, internal phone connection, electrical connections, and a scale unit (scale and weighing belt).
- 2.2 Each transfer counter or lost & found counter will be equipped by Fraport AG with a counter structure (including tabletop), under-counter cabinet, waste receptacle, counter seat, and a light box above the counter (without insert). The necessary panel for the light box must be provided for or obtained by the counter user. A monitor is considered a special service; users can rent monitors from Fraport AG for an additional charge.
- 2.3 The IT equipment for the check-in counters, staffed bag drop counters, transfer counters, and lost & found counters, comprising CUTE workstations, boarding pass printers, and bag tag printers, will be in accordance with the standard stipulated by the Frankfurt CUTE-CLUB (Common Use Terminal Equipment Local User Board) for the specific function and will be provided by the CUTE-CLUB for all users. Provision of this equipment is the responsibility of the CUTE-CLUB, so no charges will be assessed by Fraport AG for provision thereof. The costs of provision thereof will be in accordance with the then-applicable CUTE-CLUB price list.
- 2.4 Users are not permitted to remove the specific IT equipment at any counter or to modify it without the prior consent of Fraport AG.

3. Use of additional furnishings

- 3.1 For reasons of traffic safety, and in the interest of maintaining a uniform appearance for all counters, users are not permitted to set up furnishings of their own. In the event of non-compliance, Fraport AG is entitled to remove such furnishings if a written request to that effect has been issued, with an appropriate time limit, and the user has not complied within that time limit. The airline is required to bear the costs incurred for such removal.
- 3.2 Airlines can rent additional furnishings from Fraport AG.

4. Placement of company logos; use of logo monitors above check-in counters

- 4.1 Airlines are themselves responsible for placing their own company logos on the monitors above the counters provided for processing purposes for the duration of check-in. To that end, the airline is required to provide its logo to Fraport AG in electronic form at least seven days before the flight event (department IUK-AF3; e-mail address: logo@fraport.de) so that the logo can be placed in the IT system.
- 4.2 The logos of the relevant airline must be displayed on the monitors above the check-in counters for the duration of check-in.
 - 4.2.1 In addition to the logos, the following optional items may also be displayed on the monitors: the start and end of check-in, flight number, destination, the seat class (Economy Class, Business Class, and First Class) being checked in at each counter, and additional specific information regarding special flights.
 - 4.2.2 Displaying any form whatsoever of pricing information, particularly regarding XXL seats, excess baggage, or checking in the night before the flight, or any form of advertising on the monitors is prohibited.
- 4.3 The relevant company logo or optional display information can only be shown on the monitor during the term for which the counter has been provided. Use thereof outside of the allotted time of use is not permitted. After processing activities have been concluded, the logos of the relevant airline and any additional display information must be replaced with the logo of Fraport AG.

5. Duty to ensure third-party safety; passenger routing

- 5.1 For the duration of the airline's use of the counter or counters, the airline is responsible for ensuring third-party safety in the area of the counters provided for passenger processing purposes.
- 5.2 During the term of their use of the counters, the airlines are responsible for proper passenger routing (lining) in front of the check-in counters and staffed bag drop counters assigned to them and for ensuring compliance with the safety rules and regulations in these areas at all times.

Based on the then-applicable General Airport Regulations, the fire protection rules and the guidelines on the use of Tensabarriers (accessible on the Internet at: <http://www.fraport.com/content/fraport/en/misc/binaer/our-expertise/business-services/guidelines/5-1-2-general-airport-regulations/jcr:content.file/5-1-2-general-airport->

[regulations.pdf](http://www.fraport.com/content/fraport/en/misc/binaer/our-expertise/business-services/guidelines/5-1-1-airport-user-regulations/jcr:content.file/5-1-1-airport-user-regulations-11-2011.pdf)) must be complied with in particular. Furthermore, the airlines are responsible for ensuring compliance with the relevant provisions of the Airport User Regulations (accessible on the Internet at: <http://www.fraport.com/content/fraport/en/misc/binaer/our-expertise/business-services/guidelines/5-1-1-airport-user-regulations/jcr:content.file/5-1-1-airport-user-regulations-11-2011.pdf>), in the then-applicable version thereof.

- 5.2.1 Within the green markings in front of the counters, the airlines are entitled and obligated to carry out the lining, with particular consideration for the guidelines on the use of Tensabarriers
- 5.2.2 If and insofar as lining outside of the area marked in green should be necessary in certain isolated cases, the prior written consent of Fraport AG thereto is required. The airline must provide written notice of the necessity thereof to the airport operator at least two weeks before the flight event in question.
- 5.2.3 The airlines are required to ensure that the backlog of passengers is minimized insofar as possible during check-in. Efforts will be made to ensure that a regular check-in wait time of ten minutes per passenger is not exceeded. The maximum check-in wait time is 20 minutes per passenger. If these target values are repeatedly not reached, Fraport AG will discuss adequate measures to remedy the situation with the counter user.
- 5.3 If and insofar as required by passenger volume, the airlines are required to guide passengers who are waiting in line in front of the transfer and lost & found counters that have been provided such that the operational processes of other airlines and/or Fraport AG are not adversely affected at any time. The airlines are responsible for ensuring compliance at all times with the safety and security regulations of the General Airport Regulations and the Airport User Regulations, in the then-applicable version thereof, at these counters.
- 5.4 In the event of repeated violations of the provisions of Subsections 5.2 and 5.3 above, Fraport AG reserves the right to commission third parties to route passengers or to carry out these activities itself. The costs associated with this will be borne by the airline in question.

6. Changes to counters

- 6.1 Airlines are prohibited from making any changes or modifications whatsoever (especially structural modifications) to the counters, equipment, or furnishings that have been provided except with the written consent of Fraport AG.
- 6.2 If a counter user violates this provision, that user is obligated to compensate Fraport AG for the damage or loss arising from such circumstance. In the event of repeated violations, Fraport AG is entitled to terminate the agreement by way of extraordinary termination.
- 6.3 Any and all changes or modifications to the counter that have been approved by Fraport AG and concern structural modifications, restructuring, or installation of parts or components must be certified for fire protection purposes according to building material classes B1 or A2.

7. Cleaning; damage

- 7.1 The airlines are required to treat the counters with care during the term for which they are provided.
- 7.2 After the end of their use of the counters, the airlines must clear and tidy the counter properly and remove any waste.
- 7.3 Damage in the counter area must be reported to Fraport AG without delay.

8. Liability

- 8.1 Counter users are liable to Fraport AG for any and all damage or losses relating to the counter that are culpably caused by the airline and/or by its employees, agents in the performance of its contractual obligations (Erfüllungsgehilfen) and vicarious agents (Verrichtungsgehilfen), handling agents, customers and other persons and entities related to the airline. The airline is responsible for furnishing exculpatory evidence. This also applies, regardless of fault, to damage or losses occurring during the operation of the counter. The counter user shall indemnify and hold harmless Fraport AG against any claims asserted directly against the latter with regard to any such damage or losses.
- 8.2 The airlines are required to remedy any damage and/or losses for which they are required to bear responsibility pursuant to Subsection 8.1 above without delay. If they fail to comply with this obligation within an appropriate time limit set by Fraport AG even after a written warning notice to that effect has been issued, Fraport AG is permitted to have the necessary work performed at the counter user's expense. In the event of imminent danger in the case of any delay, or if the whereabouts of the counter user are unknown, issuance of a written warning notice and stipulation of a time limit are not required.
- 8.3 The airlines are released from their liability in whole or in part if and insofar as there is intent or gross negligence on the part of Fraport AG or its employees, and/or if any third party commissioned by Fraport AG has contributed to the occurrence of the damage and/or losses. Fraport AG is also liable in cases of culpable loss of life, bodily injury, and impairment of health.

9. Advertising

- 9.1 Fraport AG's provision of counters for the implementation of passenger processing does not constitute the granting to counter users of any right to engage in advertising at Frankfurt Airport. The counter user is merely entitled to display its company name above the counter by arrangement with Fraport AG.
- 9.2 Displaying signage in front of, behind, and/or to any side of the counters that have been provided, on walls, bulletin boards, etc., is expressly prohibited.
- 9.3 Informational signs to guide traffic must be arranged with Fraport AG and require the prior written consent of the infrastructure operator.
- 9.4 Unauthorized advertising activities of any kind whatsoever must be discontinued by counter users without delay or removed at counter users' expense, as the case may be.

- 9.5 In the event that counter users violate the provisions of Section 9 hereof, Fraport AG is entitled to take the necessary measures at counter users' expense to restore the proper conditions if the counter user does not remedy the situation itself without delay. The counter user is obligated to permit agents or representatives of Fraport AG to enter the counter area for this purpose and to tolerate the performance of the necessary measures.

10. Fire protection

- 10.1 The airlines are required to take conscientious note of the fire protection regulations as part of the General Airport Regulations of Fraport AG, in the then-applicable version thereof, and to ensure strict compliance therewith.
- 10.2 The counter user is also required to ensure strict compliance with the provisions of public law concerning fire protection (e.g. the Hessische Bauordnung (Construction Code for the State of Hesse), Hausprüf-Verordnung (Building Inspection Ordinance)) and with any conditions or requirements communicated by government agencies.
- 10.3 The counter user must ensure that any third parties commissioned by it have knowledge of the fire protection rules and the other relevant rules and regulations and comply with the provisions thereof.

11. Waste

- 11.1 The provisions of the General Airport Regulations, in the then-applicable version thereof, apply in particular to disposal of waste.
- 11.2 Furthermore, the relevant statutory provisions and conditions or requirements issued by government agencies as well as the Abfall- und Gebührensatzung (Ordinance on Waste and Fees) of the City of Frankfurt am Main, in the then-applicable version thereof, apply to waste removal at Frankfurt Airport.

12. Particular threat situations; evacuation drills

In the event of a particular criminal or terrorist threat situation affecting air and passenger traffic at Frankfurt Airport, the counter user is required to immediately follow the orders of government agencies and/or Fraport AG as necessary to maintain safety and security.

13. Security deposit

- 13.1 Fraport AG is permitted to demand that a security deposit be provided before entering into the agreement on provision of counters, but no later than two weeks before initial operation of the counter. The amount of the security deposit to be furnished shall be six times the monthly charge. In case of use of check-in counters, the average monthly charges shall be calculated based on the flight events scheduled for that flight period according to the flight schedule. For all other counters for passenger processing, the amount of the security deposit to be furnished shall be three times the monthly charge. If the security deposit is not provided despite a subsequent time limit of eight days being set, Fraport AG is permitted to rescind the agreement on provision of counters.

- 13.2 The security deposit shall serve to satisfy all payment claims of Fraport AG based on the provision of the counter and the final settlement of the contractual relationship, particularly claims to remuneration, compensation for use, and claims for damages, including the costs of assertion of legal rights where necessary, regardless of the basis for the claims.
- 13.3 The security deposit must be furnished in cash. Fraport AG is obligated to keep the cash deposit separate from its assets and to deposit the funds such that they bear interest. The security deposit shall bear interest at the six-month EURIBOR rate. During the term of the agreement, the interest shall serve to secure the value of the security deposit. When the cash deposit is returned, the counter user shall be entitled to the accrued interest.
- 13.4 With the prior consent of Fraport AG, the user is entitled to provide the security deposit in the form of an irrevocable bank guarantee issued by a major European bank or Sparkasse savings institution. The guarantee must include waivers of the defenses of voidability (Einrede der Anfechtbarkeit), setoff (Einrede der Aufrechenbarkeit), and unexhausted remedies (Einrede der Vorausklage) pursuant to Sections 770 and 771 of the German Civil Code (BGB). Moreover, the guarantee must include a waiver of the right to have items placed in deposit with a court and must not be subject to a time limit. The counter user is required to use the guarantee form of Fraport AG upon request.
- 13.5 Fraport AG is permitted to refuse to provide the counters unless and until the user has provided the agreed security deposit.
- 13.6 The security deposit must be relinquished after the termination of the agreement on the provision of counters as soon as Fraport AG no longer has any claims vis-à-vis the user.

Section 2: Provisions regarding use of sales and ticket counters

1. Purpose of provision of counters

- 1.1 Sales and ticket counters are provided to airlines, tour operators, travel agencies, and other ticketing agents for the sole purpose of selling flight tickets and performing other travel-related contractual services.
- 1.2 Any other use or use in excess of the foregoing is not permitted except with the prior written consent of Fraport AG.

2. Counter equipment

- 2.1 The sales and ticket counters will be equipped by Fraport AG with a counter structure (including tabletop), under-counter cabinet, waste receptacle, counter seat, and a light box above the counter (without insert).
- 2.2 The necessary panel for the light box must be provided for or obtained by the counter user. A monitor is considered a special service; users can rent monitors from Fraport AG for an additional charge.

3. Obligation to operate counters

- 3.1 For sales and ticket counters that have been rented, there is an obligation to operate the counter on working days during core hours, from 10 a.m. to 7 p.m. During this time, the user is required to ensure that the counter is staffed and in operation.
- 3.2 Airlines and their handling agents can be exempted from the obligation to operate counters by arrangement with Fraport AG.

4. Duty to ensure third-party safety

- 4.1 For the duration of the use of the counter or counters, the user is responsible for ensuring third-party safety in the area of the counters provided. The user is responsible for ensuring compliance with the safety rules and regulations of the General Airport Regulations and the Airport User Regulations, in the then-applicable version thereof, at all times.
- 4.2 If and insofar as required by the volume of persons, the counter user is required to make efforts to ensure that persons who are waiting in line do not adversely affect the operational processes of other airlines or Fraport AG at any time.
- 4.3 If and insofar as the counter user does not or cannot meet this duty to ensure safety,

or does not or cannot do so adequately, Fraport AG shall perform such activities itself, or have such activities performed by a third party, at the airline's expense after issuing a prior request to that effect that has not yielded the desired result. The counter user is required to provide compensation for any damage and/or losses arising as a result.

5. Changes to counters

- 5.1 Each counter user is prohibited from making any changes or modifications whatsoever (especially structural modifications) to the counters, equipment, or furnishings that have been provided except with the written consent of Fraport AG.
- 5.2 If a counter user violates this provision, that user is obligated to compensate Fraport AG for the damage or loss arising from such circumstance. In the event of repeated violations, Fraport AG is entitled to terminate the agreement by way of extraordinary termination.
- 5.3 Any and all changes or modifications to the counter that have been approved by Fraport AG and concern structural modifications, restructuring, or installation of parts or components must be certified for fire protection purposes according to building material classes B1 or A2.

6. Rules of conduct; damage

- 6.1 The counter users are required to treat the counters with care during the term for which they are provided.
- 6.2 Damage in the counter area must be reported to Fraport AG without delay.
- 6.3 The users must keep the counters provided to them staffed at all times by personnel with a neat and tidy appearance who do not conduct themselves in a manner that is harmful to the business of competitors.
- 6.4 If violations of the foregoing rules of conduct have not been remedied by the tenant after an appropriate time limit has been set for such purpose, Fraport AG is permitted to terminate the contract regarding the counters that have been provided by way of extraordinary termination.
- 6.5 After the end of their use of the counters, the counter users must return the counters to Fraport AG in proper, tidy condition.

7. Liability

- 7.1 Counter users are liable to Fraport AG for any and all damage or losses relating to the counter that are culpably caused by the counter user and/or by its employees, agents in the performance of its contractual obligations (Erfüllungsgehilfen) and vicarious agents (Verrichtungsgehilfen), customers, and other persons and entities related to the user. The counter user is responsible for furnishing exculpatory evidence. This also applies, regardless of fault, to damage or losses occurring during the operation of the counter. The counter user shall indemnify and hold harmless Fraport AG against any

claims asserted directly against the latter with regard to any such damage or losses.

- 7.2 The counter users are required to remedy any damage and/or losses for which they are required to bear responsibility pursuant to Subsection 7.1 above without delay. If they fail to comply with this obligation within an appropriate time limit set by Fraport AG even after a written warning notice to that effect has been issued, Fraport AG is permitted to have the necessary work performed at the counter user's expense. In the event of imminent danger in the case of any delay, or if the whereabouts of the counter user are unknown, issuance of a written warning notice and stipulation of a time limit are not required.
- 7.3 The counter user is released from its liability in whole or in part if and insofar as there is intent or gross negligence on the part of Fraport AG or its employees, and/or if any third party commissioned by Fraport AG has contributed to the occurrence of the damage and/or losses. Fraport AG is also liable in cases of culpable loss of life, bodily injury, and impairment of health.

8. Advertising

- 8.1 Fraport AG's provision of sales and ticket counters does not constitute the granting to counter users of any right to engage in advertising at Frankfurt Airport. The counter user is merely entitled to display its company name above the counter by arrangement with Fraport AG.
- 8.2 Displaying signage in front of, behind, and/or to any side of the counters that have been provided, on walls, bulletin boards, etc., is prohibited. Provisions, if any, that vary herefrom will be set forth in the rental agreement.
- 8.3 Informational signs to guide traffic must be arranged with Fraport AG and require the prior written consent of the infrastructure operator.
- 8.4 Unauthorized advertising activities of any kind whatsoever must be discontinued by counter users without delay or removed at counter users' expense, as the case may be.
- 8.5 In the event that counter users violate the provisions of Section 8 hereof, Fraport AG is entitled to take the necessary measures at counter users' expense to restore the proper conditions if the counter user does not remedy the situation itself without delay. The counter user is obligated to permit agents or representatives of Fraport AG to enter the counter area for this purpose and to tolerate the performance of the necessary measures.

9. Rental security deposit

- 9.1 Fraport AG is permitted to demand that a security deposit be provided before entering into the rental agreement, but no later than two weeks before initial operation of the counter. The amount of the security deposit to be furnished shall be six times the monthly charge.
- 9.2 The security deposit shall serve to satisfy all payment claims of Fraport AG based on the provision of the counter and the final settlement of the contractual relationship, particularly claims to remuneration, compensation for use, and claims for damages, including the costs of assertion of legal rights where necessary, regardless of the basis for the claims.

- 9.3 The security deposit must be furnished in cash. Fraport AG is obligated to keep the cash deposit separate from its assets and to deposit the funds such that they bear interest. The security deposit shall bear interest at the six-month EURIBOR rate. During the term of the agreement, the interest shall serve to secure the value of the security deposit. When the cash deposit is returned, the counter user shall be entitled to the accrued interest.
- 9.4 With the prior consent of Fraport AG, the user is entitled to provide the security deposit in the form of an irrevocable bank guarantee issued by a major European bank or Sparkasse savings institution. The guarantee must include waivers of the defenses of voidability (Einrede der Anfechtbarkeit), setoff (Einrede der Aufrechnung), and unexhausted remedies (Einrede der Vorausklage) pursuant to Sections 770 and 771 of the German Civil Code (BGB). Moreover, the guarantee must include a waiver of the right to have items placed in deposit with a court and must not be subject to a time limit. The counter user is required to use the guarantee form of Fraport AG upon request.
- 9.5 The security deposit must be relinquished after the termination of the agreement on the provision of counters as soon as Fraport AG no longer has any claims vis-à-vis the user.

10. Fire protection

- 10.1 The counter users are required to take conscientious note of the fire protection regulations as part of the General Airport Regulations of Fraport AG, in the then-applicable version thereof, and to ensure strict compliance therewith.
- 10.2 The counter users are also required to ensure strict compliance with the provisions of public law concerning fire protection (e.g. the Hessische Bauordnung (Construction Code for the State of Hesse), Hausprüf-Verordnung (Building Inspection Ordinance)) and with any conditions or requirements communicated by government agencies.
- 10.3 The counter user must ensure that any third parties commissioned by it have knowledge of the fire protection rules and the other relevant rules and regulations and comply with the provisions thereof.

11. Waste

- 11.1 The provisions of the General Airport Regulations, in the then-applicable version thereof, apply in particular to disposal of waste.
- 11.2 Furthermore, the relevant statutory provisions and conditions or requirements issued by government agencies as well as the Abfall- und Gebührensatzung (Ordinance on Waste and Fees) of the City of Frankfurt am Main, in the then-applicable version thereof, apply to waste removal at Frankfurt Airport.

12. Particular threat situations; evacuation drills

In the event of a particular criminal or terrorist threat situation affecting air and passenger traffic at Frankfurt Airport, the counter user is required to immediately follow the orders of government agencies and/or Fraport AG as necessary to maintain safety and security.

Part C – Miscellaneous provisions

I. Place of jurisdiction

The place of jurisdiction is Frankfurt am Main.

II. Time of entry into force

These terms and conditions regarding provision and use of counters in the terminal facilities of Fraport AG shall enter into force on (date) [XXX] and supersede the previous regulations on the use of counters.

III. Amendments to these terms and conditions regarding provision and use of counters

1. Fraport AG is entitled to amend these terms and conditions at any time, with such amendments also being effective within the existing contractual relationships, provided that it complies with the process set forth below.
2. Fraport AG shall notify counter users of any amendments to these terms and conditions regarding provision and use of counters at least 30 days before the planned date on which the amendments are to enter into force. The user is permitted to object to the amendments in writing within 30 days after receipt of notice thereof. If no objection is made, and if the use of the counter continues after the time limit for objections has elapsed, the amendments shall be considered to have been validly agreed for all services to be provided from the time at which the time limit lapses onward.
3. When providing such notice, Fraport AG shall point out the aforementioned time limit and the legal consequences of allowing such time limit to elapse without making use of the opportunity to make an objection.

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