

Marketing Co-Investment Agreement

THIS AGREEMENT is made on

2016

Between:

- (1) **easyJet Airline Company Limited**, a company registered in England and Wales (company registration 3034606) whose registered office is at Hangar 89, London Luton Airport, Luton, Bedfordshire, LU2 9PF, United Kingdom ("**easyJet**");
- (2) **Parco Archeologico di Paestum** of via Magna Grecia Cappaccio, and **Museo Archeologico Nazionale** of Piazza Museo Nazionale, 19, 80135 Napoli ("**Museums**").

Museums and easyJet are each a "Party" to this Agreement (collectively the "Parties"), and Museums are each described as "Museum" in this Agreement.

RECITALS:

- a. easyJet is specialized in the provision of low cost air transport passenger services.
- b. easyJet carries out a wide range of marketing activities in relation to its operations, in order to promote its flights and other products. As a result of these activities, easyJet has detailed and specialist knowledge and understanding of airline and tourism markets. It also has existing infrastructure, such as its website and a database of consumers who have flown or might fly to the Airport, which it uses for marketing where permitted by applicable laws.
- c. The Museums wish to encourage the development of inbound tourism markets to the Location through cooperative marketing activities in target international markets.
- d. The Museums' activities include joint marketing campaigns promoting the Location as a tourism destination and/or funding such marketing campaigns.
- e. The Museums recognise and are interested in benefiting from easyJet's marketing expertise to help it promote travel to and from the Airport and/or the Location.

The Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context otherwise requires:

- Airport** means Naples airport ([NAP]);
- Destination Guide** means a destination guide or travel guide containing such information on the Location as easyJet deems appropriate;
- Location** means (i) Naples, (ii) the Airport, or (iii) a route to/from the Airport;
- Museum Contact** means a representative nominated by the Museum to be a single point of contact for liaising with easyJet under this Agreement being, at the date of this Agreement, Gabriel Zuchriegel of Parco Archeologico di Paestum and Paolo Giulierini of Museo Archeologico Nazionale, and any replacement contact as notified by the Museum to easyJet from time to time.

1.2 In this Agreement (except where the context otherwise requires), the clause headings are included for convenience only and shall not affect the interpretation of this Agreement. Use of the singular includes the plural and vice versa; the use of any gender includes the other

genders; and references to persons include an individual, company, corporation, firm or partnership. The Recitals set out the background to this Agreement but shall not have contractual or legal effect. The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedule.

- 1.3 References to any treaty, statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any treaty, statute or provision which it has modified or re-enacted (whether with or without modification), and (iii) any treaty, statute or provision which subsequently supersedes it or re-enacts it (whether with or without modification), except to the extent that the liability of any party is thereby increased or extended.
- 1.4 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible. "Including" shall mean "including but not limited to".

2. TERM AND TERMINATION

- 2.1 This Agreement will be effective from the date of this Agreement and, unless terminated earlier by law or in accordance with the provisions of this Agreement, it shall remain in force until 30/06/2017.
- 2.2 Without prejudice to any right of the Parties pursuant to any provision of this Agreement or under law, a Party shall have the right to terminate this Agreement immediately by written notice to the other Party if (i) in the case of easyJet, the Museum, or (ii) in the case of the Museum, easyJet commits a material breach of this Agreement which, if capable of remedy, is not remedied within thirty days (30) following the date of receipt of notice by the Party in breach setting out the breach and stating the other Party's intention to terminate the Agreement if the breach is not remedied within thirty days (30) days.
- 2.3 The termination of this Agreement will not affect rights and obligations which accrue prior to termination.

3. EASYJET MARKETING OBLIGATIONS

- 3.1 easyJet shall carry out marketing activities in accordance with Schedule 1.
- 3.2 The promotion of the Location by any of the means in clause 3.1 above may also include reference to, or form part of the promotion of, products provided by easyJet and/or any third parties, and may contain any other information at easyJet's discretion.
- 3.3 The provision of marketing services will be managed at the discretion of easyJet, which will provide the services in such manner and form as set out in Schedule 1 (and easyJet may procure the supply of marketing activities from third party providers).

4. LEGAL AND REGULATORY ISSUES

- 4.1 Each Party warrants that its entry into and performance of this Agreement is in compliance with all applicable laws and undertakes that it shall at all times comply with all applicable laws in the performance of this Agreement.
- 4.2 Each Museum warrants that it has entered into this Agreement on the basis of a business plan, from which it can clearly demonstrate that there is an economic benefit to it entering into this Agreement.
- 4.3 If at any time this Agreement or any part of it is deemed to be unlawful by a judicial or administrative body, then the Parties shall discuss, in good faith, the changes that could be made to this Agreement so that it does not contain such unlawful clauses. If within a period of 30 days the Parties fail to agree to all such changes then either the Museum or easyJet shall be entitled to terminate this Agreement (and any side letters) immediately by written notice to the other Party without liability for such termination and without prejudice to the

indemnity in clause 4.4 below which shall continue to apply. The situations in which this clause shall apply include (but are not limited to) a finding by the EC Commission, the domestic competition authorities or courts in Italy and/or the United Kingdom that this Agreement is in breach of EC and/or national law. easyJet may terminate this Agreement immediately upon written notice in the event that any fine, penalty or sanction is imposed upon or any proceedings are brought against easyJet as a result (whether direct or indirect) of any breach of clause 4.1 or clause 4.2 by the Museum ("**Relevant Claim**").

- 4.4 Notwithstanding any other provision of this Agreement, the Museum shall indemnify easyJet for and keep easyJet indemnified against any and all losses, damages, costs and expenses incurred by easyJet (including all direct, indirect and consequential losses) arising from or out of its entry into this Agreement, reliance on the validity of this Agreement or performance of this Agreement as a consequence of this Agreement or any part of this Agreement being found to be, or being alleged to be, a violation of state aid law and/or competition law. Such damage shall include but not be limited to amounts which easyJet has incurred or may incur to enable the commencement of new routes to the Airport, and all costs and expenses (including legal costs) of defending a Relevant Claim, but shall not extend to payments an indemnity in respect of which would itself constitute a violation of state aid law.
- 4.5 The Museum will not unreasonably discriminate against easyJet by offering terms to another carrier which, taken as a whole, provide that carrier with support that is more favourable to it than that afforded to easyJet under the terms of this Agreement without making the same terms available to easyJet. The Museum will also not discriminate against easyJet by offering terms to other carriers in relation to a specific route which are more favourable to carriers than those afforded to easyJet under this Agreement without making the same terms for such specific route available to easyJet.

5. LIMITATION OF LIABILITY

- 5.1 This Agreement states the full extent of easyJet's obligations and liabilities in respect of the performance of marketing services under this Agreement. The Parties agree that any condition, warranty, representation or other term concerning the performance of such services which might otherwise be implied into or incorporated in this Agreement, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law. The maximum aggregate amount of easyJet's liability in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, is the total amount of consideration paid to it by the Museum under this Agreement. easyJet will not be liable under this Agreement for any special, indirect or consequential loss or damage of any kind howsoever arising.
- 5.2 Nothing in this Agreement shall exclude or in any way limit any Party's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law.

6. INTELLECTUAL PROPERTY

- 6.1 The Parties agree that all intellectual property developed by easyJet or by the Museum jointly with easyJet for the purposes of the marketing activities under this Agreement shall be owned by easyJet. For the avoidance of doubt, all background intellectual property, created separately by the Parties prior to the joint marketing campaign (including each party's trademarks, trade names, branding, logos and designs, whether registered or unregistered) shall remain the property of that Party.

7. THIRD PARTY RIGHTS

- 7.1 A person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 (or any equivalent laws in any applicable jurisdiction) to enforce any term of this Agreement, save that it is agreed that easyJet Switzerland S.A. is entitled to benefit from and enforce this Agreement.

8. ASSIGNMENT AND SUBCONTRACTING

8.1 The Museum may not assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of easyJet, such consent not to be unreasonably withheld. The Museum shall remain liable for obligations performed for it by a subcontractor as if that Party had performed such obligations itself.

8.2 easyJet shall not assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of the Museum, save that it is agreed that (i) easyJet may assign or subcontract (in full or in part) any of its marketing obligations under this Agreement and (ii) easyJet may assign the benefit of this Agreement or novate this Agreement to another easyJet group company (which includes, for the avoidance of doubt, easyJet Switzerland S.A.).

9. ENTIRE AGREEMENT

9.1 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between all of the Parties to this Agreement relating to the subject matter of this Agreement.

10. VARIATION

10.1 No purported variation of this Agreement shall be valid unless made in writing and signed by or on behalf of each of the Parties.

11. NOTICES

11.1 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed duly given:

- (a) if to be given to easyJet, if left at or sent by (i) first class post or airmail or express postal service or (ii) registered post or (iii) the recorded delivery service to the following address:

Name easyJet Airline Company Limited
address Hangar 89, London Luton Airport, Luton, Bedfordshire, LU2 9PF
attention The Company Secretary cc Head of Brand and Marketing Services
or to such other address as such Party may by notice to the other Parties hereto expressly substitute therefore;

- (b) if to be given to the Museum, if left at or sent by (i) first class post or airmail or express postal service or (ii) registered post or (iii) the recorded delivery service to the following address:

Name Parco Archeologico Di Paestum
address Via Magna Grecia, 919 – 84063, Capaccio (SA)
Attention Gabriel Zuchtriegel

Name Museo Archeologico Nazionale
Address Piazza Museo Nazionale, 19, 80135 – Napoli
Attention Paolo Giulierini

or to such other address as such Party may by notice to the other Parties hereto expressly substitute therefore;

- (c) in each of (a) and (b) above:
 - (i) on delivery, if it is delivered by hand;

- (ii) on the second (or where sent by airmail, fifth) business day after the day of posting, if it is duly posted in accordance with this clause by any of the methods there specified.

11.2 In proving the giving of a notice it shall be sufficient to prove that the notice was left or that the envelope containing such notice was properly addressed and posted or that the applicable means of telecommunications was properly addressed and despatched (as the case may be).

12. SURVIVAL OF OBLIGATIONS ON TERMINATION

12.1 On termination or expiry of this Agreement for any reason the following provisions shall survive and continue in force:

- (a) Clause 1 Definitions and interpretation
- (b) Clause 2.3 Rights and obligations which accrue prior to termination
- (c) Clause 4 Legal and regulatory issues
- (d) Clause 5 Limitation of liability
- (e) Clause 6 Intellectual Property
- (f) Clause 7 Third party rights
- (g) Clause 8 Assignment and subcontracting
- (h) Clause 9 Entire agreement
- (i) Clause 10 Variation
- (j) Clause 11 Notices
- (k) Clause 13 Waiver
- (l) Clause 15 Governing law and jurisdiction
- (m) Clause 16 Anti-bribery and anti-corruption
- (n) Clause 18 Confidentiality
- (o) any other provisions which are expressly or by implication intended to continue in force on after termination or expiry of this Agreement.

13. WAIVER

13.1 A party's failure to insist on strict performance of any provision in this Agreement shall not be deemed to be a waiver thereof or of any right or remedy for breach of a like or different nature. No waiver shall be effective unless specifically made in writing and signed by or on behalf of a duly authorised officer of the Party granting such waiver.

14. COUNTERPARTS

14.1 This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts each of which when executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

15. GOVERNING LAW AND JURISDICTION

15.1 This Agreement shall be governed by and construed in accordance with the laws of England.

15.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim, dispute or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

16. ANTI-BRIBERY AND ANTI-CORRUPTION

16.1 The Museum shall

comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**).

17. HUMAN RIGHTS COMPLIANCE

The Museum shall, and shall procure that its partners, officers, employees, agents, sub-contractors, suppliers and any other persons who perform services for or on behalf of them in connection with this Agreement shall comply with internationally recognised standards relating to human rights, including but not limited to those set out in the International Bill of Human Rights.

18. CONFIDENTIALITY

18.1 Except as permitted by clause 18.2, each Party undertakes that it shall (and shall ensure that its employees, officers, agents, contractors and advisors shall) keep confidential and not at any time disclose to any person any information concerning the business, affairs, customers, clients or suppliers of any other Party, or of any member of the group of companies to which any other Party belongs, which it acquires in connection with this Agreement, or the existence or terms of this Agreement, and each Party undertakes to use such information only for the purposes contemplated by this Agreement.

18.2 Each Party (the **"Receiving Party"**) may disclose the confidential information of another Party (the **"Disclosing Party"**):

- (a) to its employees, officers, contractors, representatives or advisers provided that it ensures that each such person is under a contractual duty equivalent to the obligation in clause 18.1;
- (b) with the written consent of the Disclosing Party;
- (c) to the extent that the disclosure is required by law, a court of competent jurisdiction, any governmental or regulatory authority or applicable securities exchange (including, but not limited to, the London Stock Exchange, the UK Listing Authority or the Panel on Takeovers and Mergers), in which case the Receiving Party shall, if practicable and permitted by the relevant laws, regulations or rules, supply a copy of the required disclosure to the Disclosing Party before it is disclosed and comply with the reasonable requests of the Disclosing Party regarding the extent of such disclosure;
- (d) if it is already known by the Receiving Party prior to its disclosure by the Disclosing Party;
- (e) if it is lawfully received by the Receiving Party from a third party; or
- (f) if it is public knowledge through no fault of the Receiving Party.

Signed on: _____

For and on behalf of:

easyJet Airline Company Limited

Authorised Signatory

Print name:

Signed on: 19 GEN. 2017 _____

For and on behalf of:

Parco Archeologico Di Paestum

Authorised Signatory

Print name:



Signed on: _____

For and on behalf of:

Museo Archeologico Nazionale

Authorised Signatory

Print name:

SCHEDULE 1 – MARKETING ACTIVITIES

1. Museum Promotion

2x1 is a promotion that easyJet is launching together with the Museum « dei beni e delle attività culturali e del turismo » to support tourism in Naples.

Who can access the promo ?

All those who have an easyJet boarding pass with Naples as destination and want to visit Naples.

Mechanic

Promotion 2x1. If you show your boarding pass you can get 2 tickets just paying 1 of them.

The Promotion is valid from April 1st to June 30th 2017.

Museums in which the promo will be valid

Museo Archeologico of Naples and Paestum.

The promotion will be communicated during a press conference in Naples on 28/11 and on easyJet internal channels, according to the Communication Plan below.

2. Communication Plan - Visibility agreed on easyJet channels :

- **4 social media post on the following FB pages:**
 - UK: <https://www.facebook.com/easyJet>
 - FR: <https://www.facebook.com/easyJetFrance/>
 - IT: <https://www.facebook.com/easyJetItalia/>
 - CH: <https://www.facebook.com/easyJetSwitzerland/>

Total fans: 710.000+
- **Onboard magazine “Traveller”:**
 - An editorial article on March 17 issue
 - A dedicated section on the Destination guides, April 17

Readership: 5M per month
- **Dedicated landing page on easyJet.com in the following versions:**
 - EN: www.easyJet.com/EN/landingpage
 - FR: www.easyJet.com/FR/landingpage
 - IT: www.easyJet.com/IT/landingpage

Total weekly visits: over 6m
- **Small banner on easyJet.com homepage for 2 weeks:**
 - FR: www.easyJet.com/FR
 - IT: www.easyJet.com/IT

Total visits: 4.6M
- **2 newsletters**
 - N. 1 in English to UK public
 - N. 1 in Italian to the public with an existing route to NAP (VCE, CTA, MXP, OLB, CAG)

Emailable contacts: 5M ca.