

General Terms and Conditions to the Agreement on Access to and Conditions for the Provision of Ground Handling Services at the Bratislava Airport

Definitions

For the purposes of this document

Airport – a territorially defined area permanently or temporarily designated for take-off and landing of aircraft and other related activities, which includes aviation ground facilities and other structures used for air traffic operation.

Letisko M. R. Štefánika – Airport Bratislava, a.s. (BTS) is a commercial airport company, a holder of the operating license issued by the Transport Authority for the operation of a public international airport and the provider of ground handling services.

Airport Operator – Letisko M. R. Štefánika – Airport Bratislava, a. s. (BTS), as the managing body, is the entity which, in conjunction with or without other activities, as the case may be, under national laws, other legal instruments or agreements, is authorised to operate the airport infrastructure and obliged to coordinate and ensure harmonisation of operational safety procedures of individual entities conducting activities at the Airport with the requirements of Regulation 2018/1139 and its relevant implementing rules and the requirements set out in the Airport Operations Manual.

Airport User – means any natural or legal person responsible for transport of passengers, mail and/or freight by air from or to the Airport.

Ground Handling Service Provider – the Airport Operator, if it provides ground handling services, or any natural or legal person providing one or more categories of ground handling services based on a permit issued under designated legislation.

Subcontractor – any natural or legal person who has entered into a contract with the Ground Handling Service Provider for the provision of one or more categories of ground handling services.

Centralised Ground Handling Infrastructure – means specific equipment and/or facilities at the Airport, whose technical complexity, environmental impact, cost or limited capacity does not allow of division or duplication, and whose availability is essential and necessary for the performance of related ground handling services.

Self-handling – a situation in which the Airport User conducts ground handling services for its own purposes without entering into a contractual relationship with any third party for the performance of such activities.

The Agreement on Access to and Conditions for the Provision of Ground Handling Services at the Bratislava Airport (hereinafter referred to as the “Agreement”) – an agreement concluded between the Ground Handling Service Provider and the Airport Operator, which allows the Ground Handling Service Provider to use the (centralised) ground handling infrastructure for the purposes of conducting its ground handling activities within the agreed scope of services and in line with specified terms and conditions. An integral part of the Agreement are the General Terms and Conditions to the Agreement on Access to and

Article 1. Introductory Provision

- 1.1.** The General Terms and Conditions to the Agreement on Access to and Conditions for the Provision of Ground Handling Services at the Bratislava Airport (hereinafter referred to as “GTC PGS”) have been prepared in accordance with Government Regulation No. 641/2005 Coll. on Access to the Market for Passenger, Freight and Aircraft Ground Handling Services.
- 1.2.** Any Ground Handling Service Provider who commences the provision of services at the Airport is obliged to comply with the applicable conditions, regulations, and rules and act in accordance with the concluded Agreement.
- 1.3.** Every Ground Handling Service Provider must have a valid Agreement.
- 1.4.** The GTC PGS are binding for all Ground Handling Service Providers and their subcontractors.
- 1.5.** The Ground Handling Service Provider undertakes to pay fees for the use of the centralised ground handling infrastructure and other fees to the Airport Operator in accordance with GTC PGS and the Agreement.
- 1.6.** The Ground Handling Service Provider shall not allow any other company to perform services or part thereof through a subcontractor without the prior written consent of the Airport Operator, except where the subcontractor is in a contractual relationship with the Airport Operator.
- 1.7.** The Ground Handling Service Provider acknowledges that the activities of the Airport Operator include Airport operation and development, Airport infrastructure provision, administration and management and therefore the Ground Handling Service Provider shall not conduct any activity or neglect any duty that would result in interference with the activities of the Airport Operator, thereby limiting the Airport in its ability to properly perform the above activities or harming the interest of the Airport Operator, Airport Users or other Ground Handling Service Providers.
- 1.8.** By notifying the Airport of the commencement of the provision of services at the Airport, the Ground Handling Service Provider confirms to the Airport Operator its full ability (external and internal, legal and commercial) to assume and perform all obligations related to the Ground Handling Service provision.
- 1.9.** The Ground Handling Service Provider shall ensure that its personnel wear clothing appropriate to their jobs and bearing the company's emblem and that all equipment, machinery and ground handling facilities also bear the company's emblem.
- 1.10.** The Ground Handling Service Provider shall provide approved ground handling services in accordance with requirements of Airport Users to whom the services in question are to be provided in coordination with the Airport Operator, as defined by the Airport Operator and to maintain the reputation of the Airport Operator at all times.

Article 2. Conditions for the Provision of Ground Handling Services/Self-handling

- 2.1.** Before notifying the commencement of the provision of services, the Ground Handling Service Provider shall send an application to the Airport Operator, which shall include a list of all ground handling services planned to be provided by the Service Provider. The form of such list of services shall be provided by the Airport Operator.
- 2.2.** Together with the application, the Ground Handling Service Provider shall also submit a list of Airport Users and Subcontractors with whom it has concluded a contract for the provision of Ground Handling Services. Whenever there is a change, an amended list of Airport Users shall immediately be sent to the Airport Operator for information.
- 2.3.** In parallel with sending the application, before commencing its activities, the Ground Handling Service Provider shall provide, at request of the Airport Operator, the relevant documentation for the performance of such provided services in order to harmonise it with documents of the Airport Operator, which will assess the degree of compliance and subsequently propose measures to ensure harmonisation of the documents and procedures performed by the Ground Handling Service Provider, which the Ground Handling Service Provider is obliged to implement.
- 2.4.** The Airport Operator shall examine the application within 2 months of its receipt and, if the request meets all the requirements and the Ground Handling Service Provider meets all the terms and conditions, the Airport Operator shall sign an agreement with the Ground Handling Service Provider for the performance of the activities specified in the application. Prior to the conclusion of the agreement, the Airport Operator shall have the right to audit the Ground Handling Service Provider to demonstrate that safety procedures are in place to meet the applicable requirements of Regulation (EU) No 2018/1139 and its implementing rules, as well as the requirements set out in the Airport Manual.
- 2.5.** The Ground Handling Service Provider may only provide services specified in the agreement.
- 2.6.** Services may only be performed by Ground Handling Service Providers who have signed a valid agreement with the Airport Operator.
- 2.7.** The Ground Handling Service Provider may only provide services to Airport Users listed in accordance with Article 2.2, or those listed in the flight plan in accordance with Article 12.3(c).
- 2.8.** The Ground Handling Service Provider shall be able to provide services on all types of aircraft of the Airport User with whom the Service Provider has concluded a ground handling contract.
- 2.9.** In exceptional cases, the Ground Handling Service Provider may request the Airport Operator, as a Ground Handling Service Provider, to provide a ground handling service which it is not equipped to provide. Such services may be provided only if the Ground Handling Service Provider has no outstanding obligations to the Airport Operator as well as to the Airport Operator as a Ground Handling Service Provider.
- 2.10.** If the Ground Handling Service Provider wishes to amend the list of services it provides or to the list of services provided by its subcontractors, it must submit a draft amendment to the agreement to

the Airport Operator no more than 30 calendar days before the requested effective date of such change. The draft amendment must include reasons for the change as well as the time period of the change.

- 2.11.** The Ground Handling Service Provider shall handle any complaint from the Airport User regarding the ground handling services provided, and the pricing thereof. The Airport Operator reserves the right to intervene in the resolution of any complaint if requested by either party, or on its own initiative; and the decision on the matter shall be binding on both parties, without prejudice to the rights of either party.
- 2.12.** If the Ground Handling Service Provider performs activities which are not covered by the Agreement concluded with the Airport Operator, the latter shall be entitled to charge the Ground Handling Service Provider a contractual penalty of EUR 500 (five hundred EUR) for each such performed activity. The Ground Handling Service Provider must refrain from any such activity and remove machinery from the airport area. The Ground Handling Service Provider may start providing such activities only after signing an Amendment to the Agreement for the performance of this activity. If the Ground Handling Service Provider fails to submit a draft amendment to the Agreement for provision of additional services and continues to provide services not covered by the Agreement, the Airport Operator shall have the right to terminate the Agreement immediately.
- 2.13.** Articles 2.1. to 2.12. shall apply mutatis mutandis to the Airport Users in the case of self-handling.

Article 3. Subcontractor

- 3.1.** The Ground Handling Service Provider shall have the right to use a subcontractor for one or more categories of ground handling services only if such subcontractor is approved by the Airport Operator prior the subcontractor commencing its activities. The Ground Handling Service Provider shall be liable for the activities of their subcontractor, as if such activities were performed by the Ground Handling Service Provider itself.
- 3.2.** The Ground Handling Service Provider shall be responsible for ensuring that all its subcontractors are covered by liability insurance covering activities conducted within the Airport area.
- 3.3.** The use of ground handling services provided by subcontractors does not exempt Ground Handling Service Providers from the obligation of submitting reports and making payments to the Airport Operator.

Article 4. Standard (General Conditions)

- 4.1.** The Ground Handling Service Provider shall have a quality management system in place, which it shall demonstrate to the Airport Operator by submitting a corresponding certificate or description of measures and means of analysing and monitoring the provision of the service.
- 4.2.** The Ground Handling Service Provider shall conduct activities in accordance with the rules and

procedures coordinated and approved by the Airport Operator and shall provide services efficiently and safely.

Article 5. Payment Terms

- 5.1.** The Ground Handling Service Provider shall submit to the Airport Operator, in a predetermined manner and at the time required, all documents, information and other data required by the Airport Operator for the purpose of issuing invoices, collection of statistical data, or for other reasonable purposes.
- 5.2.** The Airport Operator shall issue invoices by the 15th and by the last calendar day of the month for which they are issued. Invoices issued by the Airport Operator shall be paid by the due date.
- 5.3.** Invoices issued by the Airport Operator shall contain particulars within the meaning of Act No. 222/2004 Coll. on VAT, as amended. If any invoice fails to contain the particulars required by Act No. 222/2004 Coll. on VAT, as amended, and/or if the required particulars are not stated correctly and/or in accordance with the applicable legislation, and/or if it does not contain an attachment, the Ground Handling Service Provider shall be entitled to return the invoice to the Airport Operator for correction, in which case the maturity period shall be suspended when the invoice is returned to the Ground Handling Service Provider for correction and resume when the corrected invoice is delivered to the Ground Handling Service Provider. The invoice issued by the Airport Operator shall be accompanied by an attachment listing the flights handled by the Ground Handling Service Provider for the specified period.
- 5.4.** All issued and complete invoices containing all particulars mandatory under the applicable legislation shall be due within 14 days from the date of issue.
- 5.5.** The Ground Handling Service Provider submitting the data shall be responsible for the data accuracy. In the event that the Airport Operator receives incorrect data, the Ground Handling Service Provider shall have the right to correct the data if it sends the correction to the Airport Operator within 1 month from the invoice issue date. If the Ground Handling Service Provider fails to deliver the data and billing details on time, the Airport Operator shall be entitled to issue an invoice based on its own data, which can no longer be changed or contested by the Ground Handling Service Provider.
- 5.6.** Any monetary obligations under the Agreement shall be deemed to have been fulfilled on the date on which the amount corresponding to the relevant monetary obligation has been credited to the account of the beneficiary. If the account to be paid to the Airport Operator specified in the Agreement is different from the account specified in any invoice issued by the Airport Operator, the Ground Handling Service Provider shall also be permitted to pay to the account specified in such invoice. If the amount due, or part thereof, has been credited to an account of the Airport Operator other than the account specified for payment in the Agreement or in an invoice issued by the Airport Operator, the monetary obligation of the Ground Handling Service Provider shall be deemed to have been paid on the date on which the amount due has been credited to any such account.

However, in such case the Airport Operator shall be entitled to reimbursement from the Ground Handling Service Provider for the actual costs associated with transferring the relevant funds to the account to which the Ground Handling Service Provider was originally supposed to make the payment under the Agreement or the invoice.

- 5.7.** If the Ground Handling Service Provider is a legal entity not having its registered office or place of business or domicile in the Slovak Republic and pays the Receivables arising under the Agreement by a bank transfer, it shall bear all bank charges incurred by the Airport Operator in connection with receiving an international payment.
- 5.8.** If the Ground Handling Service Provider is delayed with the payment of amounts due to the Airport Operator under the Agreement, the Airport Operator may demand payment of default interest at the rate of 0.05% of the overdue amount for each day of delay. The Ground Handling Service Provider shall pay the default interest to the Airport Operator's bank account specified in the header of the Agreement within 14 (fourteen) days from the issue of the invoice for the default interest (hereinafter referred to as the "Penalty Invoice"); the provision of paragraph 5.2. of this Article shall also apply in this case.

In addition, the Airport Operator shall be entitled to a contractual penalty of 0.05% of the overdue amount for each started day of delay from the beginning of the delay, provided, however, that the Ground Handling Service Provider fails to pay the Receivable even on the basis of and within the period specified in the Airport Operator's letter of demand (reminder notice); this is without prejudice to the right to claim damages, even to the extent exceeding the amount of the contractual penalty.

- 5.9.** By way of derogation from the provision of Section 330 (1) and (2) of the Commercial Code, the Parties agree that if the Ground Handling Service Provider as debtor has multiple monetary obligations to the Airport Operator as creditor, and the debtor makes a payment that is not sufficient to fulfil all of its obligations, the obligation intended to be fulfilled shall be identified at the time of payment by indicating the invoice number as the payment identifier (this is referred to as 'identified performance'). If the Ground Handling Service Provider, as debtor, does not specify which of multiple monetary obligations it intends to fulfil (this is referred to as 'unidentified performance'), the obligation that is due first shall be fulfilled, namely the principal thereof; this means that the Airport Operator, as creditor, shall not be obliged to offset/allocate the received and unidentified payments to pay default interest first. The Airport Operator, as creditor, shall claim any interest on late payment by way of a Penalty Invoice.
- 5.10.** The Parties agree that if the Airport Operator identifies that the Ground Handling Service Provider's performance went beyond its obligation under the Agreement (overpayment), such overperformance will not be paid out to the Airport Operator, but rather it shall be used to offset any monetary Receivables due in the future, irrespective of whether under this Agreement or any other legal grounds. If at the date of Agreement termination, the Airport Operator has no Receivables from the Ground Handling Service Provider arising under any legal grounds, the Airport Operator shall transfer the overpayment to the account of the Ground Handling Service Provider within 30 (thirty) days of such Agreement termination.

- 5.11. The Airport Operator shall include in the invoice to the Ground Handling Service Provider an appropriate VAT rate, in accordance with the relevant provisions of the Value Added Tax Act.
- 5.12. In the event that the Airport Operator incurs damage (e.g. in the form of a penalty for an administrative offence) due to a breach of any of the contractual or statutory obligations of the Ground Handling Service Provider, the Airport Operator shall claim such damage from the Ground Handling Service Provider pursuant to Sections 373 et seq. of the Commercial Code.
- 5.13. The Ground Handling Service Provider is aware of the fact that the delay in payment of due Receivables not only gives rise to the Airport Operator's claims pursuant to Article 5.8 of GTC PGS, but also to the statutory right to a lump-sum compensation for the costs associated with the collection of Receivable(s) in the amount stipulated in Government Regulation No. 21/2013 Coll., implementing certain provisions of the Commercial Code.
- 5.14. Considering Section 401 of the Commercial Code, the Ground Handling Service Provider, as debtor, declares that any Claims against it arising under or in connection with the Agreement shall be time-barred after the limitation period of 10 years.

Article 6. Liability and Insurance

- 6.1. The Ground Handling Service Provider shall have liability insurance for any damage caused during the provision of ground handling services within the scope of the approved services with a minimum insurance cover of EUR 1.0 million (one million EUR) and shall maintain this insurance in force throughout the duration of the Agreement. The Airport Operator shall have the right to request a proof of existence of such insurance from the Ground Handling Service Provider.
- 6.2. The Ground Handling Service Provider agrees that in no event shall the Airport Operator be liable for the Ground Handling Service Provider's negligence, failure to comply with contractual obligations, breach of contractual obligations, and/or breach of other matters. The Airport Operator shall also not be liable for programmes, reports, information or exchanges of information approved or accepted by the Ground Handling Service Provider and submitted and provided to the Airport Operator in accordance with the obligations imposed on the Ground Handling Service Provider.
- 6.3. The Ground Handling Service Provider shall be liable for any damage caused by its personnel or its machinery in the course of providing the ground handling services.

Article 7. Operational safety and security

- 7.1. The Ground Handling Service Provider shall collaborate with the Airport Operator in matters of operational safety and security.
- 7.2. The Ground Handling Service Provider shall have an operational Safety Management System (SMS) in place and a designated person responsible for operational safety and security.

- 7.3. The Ground Handling Service Provider shall participate in the activities of the Airport Safety and Security Commission.
- 7.4. The Ground Handling Service Provider shall cooperate in the matters of operational safety and security with the Airport Operator and to share and exchange information with each other in order to improve the level of operational safety and security and ensure effective management of operational safety and security systems.
- 7.5. The Ground Handling Service Provider shall immediately inform the Airport Operator of any events concerning operational safety and security within the Airport area pursuant to applicable procedures.
- 7.6. The Ground Handling Service Provider shall ensure that all its personnel comply with all internal regulations and instructions of the Airport Operator relating to the performance of ground handling services, which shall be made known to the Ground Handling Service Provider under a separate agreement.
- 7.7. The Ground Handling Service Provider shall have emergency procedures in place, shall provide them to the Airport Operator pursuant to Article 4.1, and shall share the cost of training organised and coordinated by the Airport Operator at intervals specified by the Airport Operator or by legislation.
- 7.8. The Ground Handling Service Provider shall ensure that all its contractors and subcontractors have emergency procedures in place, in compliance with applicable legislation and procedures of the Airport Operator. In the event of an accident, the Airport Operator may designate the Ground Handling Service Provider to be the emergency response coordinator, who must cooperate with the Airport Operator and coordinate with other Airport Users.
- 7.9. In the event of emergency in the airport area, the Ground Handling Service Provider shall allow its equipment and resources to be used in accordance with airport procedures in such a way so as not to impair or restrict the safe operation of the Airport. After the emergency is over, the Ground Handling Service Provider shall use its best endeavours to resume normal operation at the Airport as soon as possible.

Article 8 Training

- 8.1. The Ground Handling Service Provider shall ensure that all its personnel working in the Airport area are reliable, of good repute, presentable, clean, of good behaviour, medically fit and possess the necessary skills and knowledge to carry out their activities safely and efficiently.
- 8.2. The Ground Handling Service Provider shall ensure that its personnel have received the training necessary to carry out their activities safely and in accordance with the requirements of relevant rules, regulations, and recommendations before they undertake their duties independently. Initial, maintenance and refresher training shall be in accordance with applicable requirements of relevant legislation and coordinated with requirements of the Airport Operator, taking into account the

specificities of the Airport. The Airport Operator may monitor and audit the training and suggest modifications if it deems necessary.

- 8.3. The Ground Handling Service Provider shall ensure that the qualifications of its personnel are at the required level throughout the duration of their employment or contractual relationship, as the case may be.
- 8.4. The Ground Handling Service Provider shall ensure that its personnel and the personnel of its subcontractors meet the required language proficiency requirements and are familiar with the aviation terminology, if required by their job description.

Article 9. Machinery and Equipment

- 9.1. The Ground Handling Service Provider shall procure and maintain at its own expense the equipment and machinery necessary for the performance of its activities.
- 9.2. The Ground Handling Service Provider shall not be allowed to bring any machinery or equipment to the airport area without the prior consent of the Airport Operator. The Airport Operator shall assess the nature of the equipment, purpose, specification, and general situation before placing the equipment or machinery in the Airport area.
- 9.3. The Airport Operator shall have the right to inspect the movement, location and parking of machinery or equipment within the airport area.
- 9.4. The Ground Handling Service Provider shall ensure that all machinery and equipment is in proper working order and safe for use with demonstrable compliance with the maintenance system defined by its manufacturer and that the equipment and machinery is marked with their company's emblem and used only for the intended purpose, so that it does not endanger property and the environment or cause injury or death to persons.
- 9.5. The Ground Handling Service Provider shall have a demonstrably effective maintenance management system in place for all machinery and equipment used.
- 9.6. The Ground Handling Service Provider shall ensure that machinery and equipment is operated only by authorised and properly trained personnel.
- 9.7. The Ground Handling Service Provider shall use equipment and machinery in the Airport area only for the intended purpose. Once the activities of the Ground Handling Service Provider around the serviced aircraft are completed, the Ground Handling Service Provider shall move all equipment and machinery to its parking spaces and areas designated for this purpose by the Airport Operator without delay. In the event of a breach of this obligation, the Airport Operator shall be entitled to move the Ground Handling Service Provider's equipment and machinery at the Ground Handling Service Provider's expense and the Ground Handling Service Provider shall also be liable for any damage caused to the Airport Operator by such breach of this obligation. Breach of this obligation shall be deemed to be a material breach of the Agreement entitling the Airport Operator to immediately withdraw from the Agreement.
- 9.8. The Ground Handling Service Provider shall, at its own expense, immediately remove from the

Airport area any machinery and equipment that is broken, unusable or no longer serving its purpose, or must be removed on the basis of a request of the Airport Operator. If, even after a written letter of demand by the Airport Operator, the machinery or equipment is not removed, the Airport Operator shall be entitled to remove such machinery or equipment at the expense of the Ground Handling Service Provider and shall be entitled to claim a contractual penalty of EUR 5,000 (five thousand EUR) from the Ground Handling Service Provider. The application of the contractual penalty shall be without prejudice to the Airport Operator's right to claim damages, even to the extent exceeding the amount of the contractual penalty.

- 9.9.** If the Ground Handling Service Provider becomes aware that any equipment, facility, or machinery belonging to the Airport Operator is defective, it shall immediately notify the Airport Operator thereof.

Article 10. General Matters and Procedures

- 10.1.** The Ground Handling Service Provider shall not impair or interfere with activities of other companies present in the Airport area.
- 10.2.** The Ground Handling Service Provider shall ensure that its personnel, as well as the processed passengers, baggage, freight, mail and equipment for which it is responsible enter, stay and leave the Airport area solely in compliance with generally applicable procedures, agreements and regulations, as well as procedures approved by the Airport Operator.
- 10.3.** The Ground Handling Service Provider shall notify and agree with the Airport Operator on any activities that are not part of its usual agreed business activities which are not directly related to Ground Handling Services (such as its own marketing activities). The Ground Handling Service Provider shall be responsible for implementing the procedures applicable to any such activities.
- 10.4.** The Ground Handling Service Provider shall participate with the Airport Operator in meetings, committees and/or advisory processes necessary to ensure safe, reliable and approved Airport operations.

Article 11. Commercial Activities

- 11.1.** Any leases of non-residential premises, parking spaces and other leases shall be subject to a separate contract with the Airport Operator.
- 11.2.** Any advertising and distribution of corporate printed materials shall be subject to a separate contract with the Airport Operator.
- 11.3.** The Ground Handling Service Provider may not place any advertising or information panels at the airport without the consent of the Airport Operator and without a separate contract. Any

advertising placed without a consent and without a separate contract with the Airport Operator shall be removed by the Ground Handling Service Provider at its own expense.

- 11.4.** With the prior consent of the Airport Operator and on the basis of a separate contract, the Ground Handling Service Provider may procure, display and maintain an advertisement or an information panel at its own expense and shall remove such advertisement and/or information panel if requested by the Airport Operator.
- 11.5.** The Ground Handling Service Provider must pay rent or other charges for the placement of the advertisement or information panel as defined by the Airport Operator.

Article 12. Provision of Information on Operational Data

- 12.1.** The Ground Handling Service Provider shall keep and provide to the Airport Operator information and statistics related to the provision of services as required by applicable laws and regulations or under the Agreement so that such information and statistics can be entered into the Airport Operator's operational system in the required format and as required by the Airport Operator.
- 12.2.** The Ground Handling Service Provider shall provide the Airport Operator with true information and statistical data.
- 12.3.** The Ground Handling Service Provider shall:
- a) Provide the Airport Operator with any information related to actual or potential security risks.
 - b) Provide the Airport Operator with the following data to the specified delivery addresses: aircraft type, aircraft registration number, aircraft operator/owner, MTOW, date and time of arrival and departure, number of arriving/departing passengers, weight of freight/mail on arrival and departure; this data is to be delivered in the form of loadsheets, MVT and LDM reports, techlog copies (for arrival and departure), etc.
 - c) Send flight plans of its clients to the designated department of the Airport Operator no later than 24 hours prior their arrival.
 - d) Immediately inform the Airport Operator in the event of an accident to personnel or ground equipment.
 - e) Immediately inform the Airport Operator of any damage to the centralised ground handling infrastructure.

Article 13. Obligation of Confidentiality

- 13.1.** Except as provided in Article 13.2., each Party shall treat and dispose of any and all facts and information it obtains in connection with the conclusion and performance of the Agreement, including, without limitation, information concerning (i) the negotiation of the Agreement (ii) the

content and performance of the Agreement (iii) the terms of settlement of any dispute or other settlement between the Parties (iv) the Airport Operator and any aspect of its business or operations (hereinafter referred to as "Confidential Information"), as strictly confidential information, and as such it shall not, in particular, disclose, share with any third party, publish or use the Confidential Information for any purpose other than performing its obligations and exercising its rights under the Agreement.

13.2. Obligations in paragraph 13.1.:

- (i) shall not apply to Confidential Information if its notification or disclosure is required by applicable laws and regulations (such as publication of the Agreement in the Central Register of Contracts kept by the Government Office of the Slovak Republic);
- (ii) shall not apply to Confidential Information that is or will be communicated to Party's legal, accounting, tax and other similar professional advisors or auditors as strictly confidential, subject to the obligation of confidentiality, the extent of which is at least as broadly defined as for the Parties to this Agreement, which each Party agrees to adhere to in any such communication and disclosure;
- (iii) shall not apply to Confidential Information that is or will be communicated to Party's personnel and contractors who reasonably need to know and use it for the purpose of the performance of this Agreement as strictly confidential, subject to the obligation of confidentiality, the extent of which is at least as broadly defined as for the Parties to this Agreement, which each Party agrees to adhere to in any such communication and disclosure;
- (iv) shall not apply to Confidential Information that becomes public knowledge, unless it is due to the fault of a Party that was under a duty of confidentiality;
- (v) shall not apply to Confidential Information for which one Party gives prior written consent to the other Party to use, communicate or disclose it;
- (vi) shall not apply to Confidential Information if the Party obtains such information from another source that is authorized to communicate such information and that is not the other Party or a third party that has been required to maintain confidentiality with respect thereto.

13.3. In the event of a breach of the obligation under this Article, the provisions of Section 271 of the Commercial Code shall apply *mutatis mutandis*.

13.4. The obligations set forth in this Article 13 shall survive the termination of the Agreement indefinitely.

Article 14 Right to Audit

14.1. The Airport Operator shall monitor and audit the activities of the Ground Handling Service Provider in relation to its activities and the Ground Handling Service Provider shall tolerate it in accordance with the consolidated version of the eRules for Aerodromes, provisions ADR.OR.D.025, GM1 ADR.OR.D.025 and GM2 ADR.OR.D.025, as amended.

- 14.2.** The Airport Operator may audit the financial and statistical reports submitted by the Ground Handling Service Provider and its subcontractors.
- 14.3.** The Ground Handling Service Provider shall make available to the Airport Operator all data and the information it has collected and recorded in the course of providing the ground handling services.

Article 15 Termination of Ground Handling Service Provision

- 15.1.** The Agreement on Access to and Conditions for the Provision of Ground Handling Services at the Bratislava Airport shall expire upon the expiration of the period for which it was concluded.
- 15.2.** The Agreement on Access to and Conditions of Ground Handling at the Bratislava Airport may be terminated by a written agreement of the Parties prior to the expiry of the agreed period; in such case all obligations of the Parties relating to contractual relationship in question shall also be settled by the agreement.
- 15.3.** Either party shall be entitled to withdraw from the Agreement immediately in writing if the other Party
- a) has been declared bankrupt,
 - b) the bankruptcy has been dismissed for lack of assets,
 - c) the bankruptcy has been annulled by a court for lack of assets,
 - d) the other Party has entered into liquidation.
- 15.4.** The Airport Operator shall be entitled to withdraw from the Agreement immediately in writing if the Ground Handling Service Provider:
- a) breaches the obligation set out in Article 9.7 hereof;
 - b) assigns or transfers any rights under this Agreement to any other person without the prior written consent of the Airport Operator;
 - c) has been dissolved without liquidation;
 - d) damages the reputation of the Airport Operator;
 - e) does not hold a valid Permit for other business in civil aviation;
 - f) violates Article 1.6. hereof;
 - g) conducts unauthorised activities on the Airport and/or disrupts and endangers Airport operations;
 - h) is in default in the payment of its obligations to the Airport Operator even after Airport

- Operator's demand for payment within a reasonable additional period;
- i) seriously violates the safety of air traffic operations;
 - j) has refused to provide the Airport Operator with data necessary for invoicing or other billing or other financial matters;
 - k) has demonstrably caused material damage and the Airport Operator considers this damage to be a significant threat to the interests of the Airport Operator, other Ground Handling Service Providers, Airport Users or the public;
 - l) terminates the provision of ground handling services on the Airport area without prior notification to the Airport Operator;
 - m) if the event set out in Article 2.12 hereof occurs;
 - n) if it fails to comply with the obligation set out in Article 17.1 hereof.
- 15.5.** Withdrawal from the Agreement must be in writing, must be duly delivered to the other party, and must state the reason for the withdrawal. In the event of withdrawal from the Agreement pursuant to Article 15.3 or Article 15.4 hereof, the Parties acknowledge that the withdrawal from the Agreement shall terminate the Agreement as of the date of delivering the written withdrawal from the Agreement to the Ground Handling Service Provider. After the deduction of the total amount due for any liabilities, the Ground Handling Service Provider shall be refunded the security deposit, which will amount to the difference between the amount of the security deposit paid and the amount of the Ground Handling Service Provider's liability in accordance with Article 15.13. hereof.
- 15.6.** In the event of withdrawal from the Agreement, neither Party shall be entitled to reimbursement of costs incurred in the performance of the Agreement. The Parties shall not reimburse each other for deliverables they have provided to each other under this Agreement before the legal effect of the withdrawal but undertake to settle their mutual rights and claims.
- 15.7.** If the conditions specified in Section 3 of Government Regulation No. 641/2005 Coll. on access to the market for passenger and freight handling services and aircraft ground handling services are not met, the Airport Operator is entitled to terminate the Agreement in writing with a 3-month notice period commencing on the first day of the month following the receipt of the notice of termination.
- 15.8.** The Airport Operator may also terminate the Agreement in writing if:
- a) The Ground Handling Service Provider is more than one month late in paying an invoice related to the use of centralised infrastructure;
 - b) The Ground Handling Service Provider, its personnel or subcontractors violate Article 1.9 and Article 8.1, despite written warning.
- 15.9.** The Ground Handling Service Provider may terminate the Contract in writing if:
- a) The Service Provider loses the capacity to operate under the Agreement;
 - b) The Airport Operator is in serious breach of its performance obligations related to the conduct of activity of the Ground Handling Service Provider.
- 15.10.** The Agreement shall terminate on the date when the Ground Handling Service Provider ceases to

exist without legal successor.

- 15.11.** In the event of termination pursuant to Articles 15.7 to 15.9 hereof, after the expiry of the notice period and after the deduction of any amount due, the Ground Handling Service Provider shall be refunded a portion of the security deposit corresponding to the difference between the amount of the security deposit paid and the amount of the Ground Handling Service Provider's liability paid out of such security deposit, in accordance with Article 15.14. hereof.
- 15.12.** The notice period of termination on the grounds pursuant to Articles 15.8 to 15.9 hereof shall be 1 (one) month and it shall start on the first day of the month following the delivery of the notice and end on the last day of the said month.
- 15.13.** The security deposit, or any balance thereof, shall be returned to the Ground Handling Service Provider within 30 (thirty) days of the termination of the Agreement in cases pursuant to Articles 15.5 and 15.10 hereof, based on the settlement report delivered to the Ground Handling Service Provider within the same period. The security deposit shall be credited to the account of the Ground Handling Service Provider.
- 15.14.** In the event that the Ground Handling Service Provider ceases to provide services at the Airport, it shall vacate the non-residential premises, offices and other premises provided by the Airport Operator for the purpose of providing ground handling services in accordance with Government Regulation 641/2005 Coll. and remove from the Airport area all vehicles and mechanised equipment used for the provision of ground handling services, unless the Parties agree otherwise. In the event of violation of this obligation, the Airport Operator shall be entitled to remove such vehicles and mechanised equipment at the expense of the Ground Handling Service Provider. The Parties agree that this Agreement (hereinafter also referred to as the "Main Agreement") shall take precedence over the Agreement on Terms and Conditions of Access to and Use of the Airside by Ground Handling Service Providers concluded with the Airport Operator (hereinafter also referred to as the "Ancillary Agreement"). If the Main Agreement is terminated, the Ancillary Agreement shall be automatically terminated as well.

Article 16. Centralised Ground Handling Infrastructure Usage Fees

- 16.1.** The centralised infrastructure ground handling fee includes:
- Passenger and baggage check –in counters and departure gate counters
 - GAT (General Aviation Terminal) facilities and reception services
 - Information panels above check-in counters and departure gate counters
 - Baggage belts, scales, including maintenance, calibration, inspection
 - IT hardware and software
 - Communication network and system

- Centralised infrastructure management
- BHS baggage sorting equipment, servicing and maintenance of equipment and facilities in the baggage sorting area
- Drinking water supply and waste management facilities, including equipment related to the aircraft de-icing process
- Environmental protection equipment

Fee for each aircraft departure

- Commercial transport (regular and charter) EUR 99
- General Aviation/Business Aviation/Freight transport up to 12t MTOW (incl.) EUR 15
- General Aviation/Business Aviation/Freight transport over 12t MTOW EUR 30

16.2. The centralised ground handling infrastructure usage fee shall be paid by the Ground Handling Service Provider.

Article 17. Security Deposit

17.1. The Ground Handling Service Provider shall deposit a security deposit to the account of the Airport Operator or provide a bank guarantee in the amount specified in the Agreement for the Ground Handling Service Provider no later than on the date of signing the Agreement, in accordance with agreed activities and approved services. This security deposit/bank guarantee shall be used to cover any (due) financial obligations (such as contractual penalty, damage incurred) arising in connection with the use of the centralised ground handling infrastructure under the Agreement and shall be deposited for the entire duration of the contractual relationship. The Ground Handling Service Provider agrees to the use of the security deposit/bank guarantee pursuant to this Article of GTC PGS and the Agreement. If the Ground Handling Service Provider fails to fulfil this contractual obligation, the Airport Operator shall request the Ground Handling Service Provider, by written letter of demand sent by registered mail, to deposit the amount of the security deposit or establish a bank guarantee in favour of the Airport Operator's account within the time limit specified in the letter of demand. If on the last day of the period the amount of the security deposit is not credited to the Airport Operator's account, the Airport Operator shall be entitled to withdraw from the Agreement immediately.

17.2. If the security deposit/bank guarantee, or a part thereof, is used to cover any due financial obligations of the Ground Handling Service Provider, the latter is obliged, upon written letter of demand of the Airport Operator sent by registered mail, to top up the security deposit/bank guarantee so that at any time during the contractual relationship it amounts to the amount

specified in the Agreement. If the Ground Handling Service Provider fails to top up the amount of the security deposit/bank guarantee pursuant to the preceding sentence of this paragraph by the end of the period specified in the written letter of demand, the Airport Operator shall be entitled to withdraw from the Agreement immediately.

Article 18. Final Provisions

- 18.1.** Any amendments to the Agreement and/or its integral annexes may only be made in writing, in the form of numbered amendments to the Agreement, approved by both Parties, unless otherwise specified elsewhere in the Agreement (including these GTC PGS).
- 18.2.** The right to amend these GTC PGS
- 18.2.1.** The Airport Operator shall have the right to unilaterally amend these GTC PGS, provided that such an amendment may not apply to changing or expanding the Ground Handling Service Provider's obligations, in order to respect the certainty and stability preservation principle, as well as other private law principles applicable to the legal relationship between the Parties. This shall not apply if the need for change (harmonisation) of the contractual terms and conditions:
1. arises from the applicable laws and regulations of the Slovak Republic and/or European and/or international legislation; or
 2. is directly related to the Airport Operator's obligation to oversee the safety of air traffic operations at the Airport and in that context coordinate activities of individual Ground Handling Service Providers.
- 18.2.2.** The amended GTC PGS shall enter into force on the date of its publication on the Airport Operator's website and become effective on the date specified therein; this is without prejudice to the provision of paragraph 18.2.3. of this Article.
- 18.2.3.** The Airport Operator shall notify the Ground Handling Service Provider of the amendment to GTC PGS no less than 30 (thirty) days before its entry into effect (hereinafter referred to as the "Notification Period"), electronically to the email address specified in the Agreement. In the event of non-compliance with the Notification Period, GTC PGS shall not take effect before 30 (thirty) days after the Airport Operator's notification obligation has been fulfilled.
- 18.2.4.** The Ground Handling Service Provider shall be bound by the amended General Terms and Conditions from the moment they become effective. In case of disagreement with any content of the amendment to the General Conditions, the Ground Handling Service Provider may terminate the Agreement with 1 month's notice period by delivering the notice to the Airport Operator no later than on the day preceding the effective date of the amended GTC PGS.
- 18.3.** The Parties declare that the particulars relating to each of them are true and reflecting the reality and undertake to notify each other of any change in the particulars stated herein without undue delay after any such change has occurred, unless stated otherwise elsewhere in the Agreement (including in these GTC PGS). Each Party shall notify the other Party of all data and information

necessary to legally exercise all rights under the Agreement.

18.4. Delivery

18.4.1. The Parties agree to deliver documents containing legally significant facts under this Agreement to each other by post, by registered mail, unless otherwise agreed in the Agreement. For the purposes of the Agreement, documents containing legally significant facts shall include, in particular, any Agreement termination notice, withdrawal from the Agreement (if permitted by the Agreement or by law), demand for payment, and any demands for performance.

18.4.2. The Parties agree that the delivery address for documents under the Agreement shall be the registered office address or the correspondence address set out in the header of the Agreement, unless a Party notifies the other Party of a change of its address, pursuant to Article 18.3 hereof. In such case, the notified address shall be deemed to be the delivery address. The sending Party shall not be liable for any legal consequences related to a failure to comply with the addressee notification obligation under this paragraph of GTC PGS.

18.4.3. The parties shall ensure proper receipt of parcels at the specified address. In the event of not accepting a parcel, the expression of intent of one Party addressed to the other Party shall be deemed to have been delivered on the third (3rd) day following the deposit of the not accepted parcel with the mail carrier. This shall also apply if the other Party has not acquainted itself with the parcel or is not present at the place of delivery, unless the Party was unable to acquaint itself with the parcel due to an error on the part of the carrier. In the case of an undeliverable undeposited parcel, the parcel shall be deemed to have been delivered on the date of its return by the carrier to the sender. Agreement withdrawal or termination (if permitted by the Agreement or by law) may be notified to the other Party only by registered mail, or by courier, or by personal delivery, in each case against signature. The preceding provisions shall apply mutatis mutandis in this case.

18.4.4. As for other delivery methods (delivery by sending a fax or email message) which do not involve any legal steps and are used solely for the purpose of speeding up the mutual communication of the Parties, they shall be deemed to have been delivered by printing out the fax message sent confirmation from the sender's equipment or by displaying the email message sent confirmation on the sender's equipment. This method of addressing and delivery (i.e. with the application of the fiction of delivery) shall exclude:

- (i) any documents containing any expression of the will of the Parties referred to in paragraph 18.4.1. hereof;
- (ii) other documents which are intended to have a legal effect on the addressee (i.e. to establish, amend, or revoke any rights or obligations);

this shall not apply to deliveries pursuant to Article 18.2.3. hereof.

18.5. All rights and obligations under the Agreement shall cease upon the termination of the Agreement, except for those which by their nature are intended to survive Agreement termination.

18.6. In the event that any provision of this Agreement (including these GTC PGS) or any of sub-clauses thereof is or hereafter becomes invalid or ineffective for any reason, it shall not affect the validity

of the other provisions of the Agreement (including these GTC PGS). The invalid or ineffective provision shall be substituted by an appropriate provision which, within the permissibility of applicable law, comes as close as possible to the purpose pursued by the Agreement.

- 18.7.** Legal relations between the Parties that are not regulated by the Agreement shall be governed by the relevant provisions of the Commercial Code, as amended, and, in addition, by the provisions of the Civil Code, as amended, as well as by other generally binding legal regulations.
- 18.8.** The Parties acknowledge that they have understood the contents of the Agreement (including these GTC PGS) and any documents referred to therein. They also declare that their will was free and serious, that the contents of the Agreement (including these GTC PGS) are expressed in a sufficiently definite and clear manner, and that it was concluded respecting the principles of good morals and fair dealing.
- 18.9.** The Agreement is concluded and enters into legal effect on the date of its signing by both Parties, unless any legal regulations in force at the time of conducting this legal transaction require the accession of another legal fact (such as publication of the Agreement) for the legal effects of the Agreement to take effect. GTC PGS shall form an integral part of the Agreement.