

AIRPORT COLLECTION AGREEMENT

Annex B 3.0 - Locations, Agreed Services and Charges to the IATA Standard Ground Handling Agreement (SGHA) of January 2013 and Standard Transportation Document Service Agreement (STDSA)

between: having its principal office at:



Represented by: VAT reg. number: Registered in:

hereinafter referred to as "the Carrier"

and: having its principal office at:

Represented by:

VAT reg. number: Registered in: **CZECH AIRLINES HANDLING, a.s.** Aviatická 1017/2, 160 08 Prague 6 Czech Republic

Mr. Jiří Jarkovský, Chairman of the Board of Directors and Mr. Michal Soukup, Vice – Chairman of the Board of Directors

CZ699003361 Commercial Register maintained by the Municipal Court in Prague, Section B, insert 17139

hereinafter referred to as "the Handling Company" (the "Handling Company" and the "Carrier" also jointly referred as the "Parties" or separately as the "Party")

effective from:	01July 2015
This Annex B	В 3.0
for the location:	PRG
is valid from:	01 July 2015

PREAMBLE

This Annex B is prepared in accordance with the simplified procedure whereby the Star Alliance Carrier and the Handling Company agree that the terms of the Main Agreement and Annex A of the SGHA of 2013 as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

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Furthermore, this Annex B is also prepared in accordance with the simplified procedure whereby the Carrier and the Handling Company agree that the terms of the Standard Transportation Document Service Agreement (STDSA) of January 2015, AHM815 Main Agreement, as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned STDSA Main Agreement.

The purpose of this agreement is to define the conditions under which the Handling Company will perform collection services for the Carrier at the afore-mentioned airport. The Handling Company will provide the payment facilities in connection with the implementation of remote ticketing services by the Carrier. Basis of this agreement is the valid schedule at the date of signature.

PARAGRAPH 1: SERVICES

1.1 The Handling Company shall provide collection services including payment services by cash, credit card and/or Maestro ("Services") on behalf of the Carrier at aforementioned Airport and its terminal:

The Services will be provided for a flat rate. The current rates will be shown in Paragraph 7 of this agreement. The rates include all administrative costs in connection with the proper Services provided, the payment transaction and cooperation with the call center and the respective involved Parties of the Carrier. No extra charge for possible bank, credit card and/or Maestro card transactions or any other surcharges shall be applied.

The Service will be provided at Václav Havel Airport in Prague (IATA-Code: PRG) by the staff of the Handling Company.

PARAGRAPH 2 - OPENING HOURS AND STAFFING

- **2.1** According to current schedule of the Carrier's flights and flights the Services should be provided from 04.00 AM to 22.00 PM. Timings can be adjusted subject to mutual written agreement signed by respective representatives of both Parties.
- **2.2** The Handling Company will be informed by the Carrier about possible flight schedule changes without undue delay.
- **2.3** The Handling Company will keep all possible personnel data's strictly confidential (see Attachment 5 to Annex B 1.0 Data Protection Clause)

PARAGRAPH 3 - TRANSFER OF SERVICES

3.1 The Handling Company is not entitled to delegate any of the agreed Services to subcontractors without the Carrier's written consent.





PARAGRAPH 4 - CONDITIONS GOVERNING THESE SERVICES

4.1 Counters and Uniform

The Services are provided at the Handling Company's facility with staff wearing the Handling Company's uniform. Costs for the Handling Company's facility and possible back-office space will be borne by the Handling Company.

4.2 Infrastructure

Internet access through the Handling Company's own equipment (office equipment like computer, printer, telephone) shall be used at Handling Company's own cost.

4.3 Credit Card Industry Standard:

The Handling Agent shall at all times during the Term of this Agreement comply with these requirements of the current Payment Card Industry Data Security Standard (PCI DSS) issued by the PCI Security Standards Council and determined between Handling Agent and Carrier, and all subsequent replacing standards or versions thereof and provide the respective certificate on the Carrier's request. The Parties will agree on the respective requirements on regular basis, in particular in case of any changes to the PCI DSS. In the event that the Parties could not agree on these requirements, Carrier has the right to terminate the Agreement with immediate effect.

PARAGRAPH 5 - TRAINING

5.1 If the Carrier requires a further specific training from the Handling Company, then the costs for such training shall shall be dealt with according Annex B 1.0 Paragraph 7.

PARAGRAPH 6 - ACCOUNTABILITY

- **6.1** The Carrier will provide the Handling Company with all pertinent instructions regarding the acceptance, issuance and respective limits of all means of payment. The Handling Company shall accept payment for transportation services in cash, Maestro and by credit cards.
- 6.2 Surcharges for payments with credit cards, if any, shall be borne by the Handling Company.
- **6.3** The Handling Company shall issue a daily GH-Team Sales report and send it at the end of each month to the Carrier in a pre-defined format (described in Attachment 1 of this Annex B 3.0).
- **6.4** The Carrier executes control over the Handling Company's report documents. In case of any deviation from the Carrier's requirements or any violations the Carrier furnishes a claiming report within one year from the date of sale of transportation.





6.5 The agreed working process with the relevant duties of the Handling Company are described in Attachment 1 of this Annex B 3.0. Relevant changes in the working process will be mutually agreed in writing in a working process update.

PARAGRAPH 7 - REMUNERATION

7.1 For the Services performed and staff supplied under this agreement the Handling Company shall be paid as follows:

per one flight, the price does not include VAT, which (if any) shall be levied in accordance with Czech VAT law in force.

The above charge is valid for cumulative flight's volume of both **contract of** to PRG. In case this condition could not be fulfilled, the handling company reserves the right to renegotiate the charge per one flight accordingly.

PARAGRAPH 8 - SETTLEMENT

8.1 Notwithstanding Sub-Article 7.2. of IATA SGHA Main Agreement, and article 4 of STDSA respectively, settlement of account shall be effected every month upon submission of an invoice from the Handling Company for the due amount, which shall be payable within 30 days net from the date of the invoice issuance. The invoice shall be issued in accordance with the Czech VAT Act in effect.

Bank transfer shall be effected to:

Bank	:	Citibank Europe, plc
Account owner	:	Czech Airlines Handling, a.s.
IBAN	:	CZ30 2600 0000 0020 6148 0107
Swift Code	:	CITICZPX
Currency	:	СZК

8.2 Invoices shall be sent as pdf file by <u>e-mail to</u>:

At a later stage there will be a change to paperless and electronic invoices. The process shall be established and agreed between the Carrier and the Handling Company.

8.3 Every Monday (and if Monday is a public holiday, on the following Wednesday at the latest) the Handling Company shall transmit the total amount of the cash collected during the previous week (Monday through Sunday) to the below-mentioned bank account of the Carrier, listing the related daily collection report number(s) and a unique identification in order to match the collected monies with the issued documents (e.g. CAH at PRG).





The Handling Company shall list all daily collection report numbers together with the corresponding cash amount on the bank transfer papers in the "payment purpose" field.

The Carrier's local bank account is:

Bank: Address Account owner: IBAN: SWIFT: Currency:

PARAGRAPH 9 - DURATION, MODIFICATION AND TERMINATION

- **9.1** Notwithstanding the provisions of Sub-Article 14.4 of the IATA SGHA Main Agreement, and Sub-Article 12.4 STDSA Main Agreement, this Agreement shall be effective from 01st July 2015 and shall continue in force until 30th June 2017. Thereafter this Agreement shall continue in force until terminated by either Party giving sixty days prior written notice to the other Party.
- **9.2** The handling charges indicated in sub-paragraph 7.1 of this Annex B 3.0 shall be fixed for the duration of the Agreement.
- **9.3** If in the opinion of the Carrier the Handling Company provably fails to provide a consistently satisfactory level of service by failing to meet repeatedly the agreed standards, then the Carrier reserves the right to give the Handling Company notice, requesting specific corrections within 30 (thirty) days. If after 30 (thirty) days, the requested corrections have not been made, the Carrier shall warn the Handling Company in writing, and if 30 (thirty) days following this warning the Handling Company failed to completely solve the issue, the Carrier shall have the right to:

a) request renegotiations of the agreed handling charges shown in this Annex B 3.0

or

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b) immediately terminate this agreement.

- **9.4** Should there be any significant changes in the volume of traffic (e. g. numbers of flights scheduled), then either Party may initiate renegotiations of the handling charges.
- 9.5 Any amendments to this contract have to be done in written form and signed by both Parties. The respective contacts are:

To Carrier: Address:

Zip code, City, Country: Attention:



Phone: E-mail:





To Handling Company: Address: Zip code, City, Country: Attention: Phone: E-mail: Czech Airlines Handling, a.s. Aviatická 1017/2, 16008 Prague, Czech Republic



PARAGRAPH 10 - GOVERING LAW AND JURISDICTION

- **10.1** The Parties will try to solve by negotiations all the disputes that will arise between them from this Agreement or in connection with its application.
- **10.2** This Agreement shall be governed by the laws of the Czech Republic excluding its conflict of laws rules. The provisions of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980, shall not apply to this Agreement.
- **10.3** Neither Party to this Agreement shall disclose any information contained in Annex B 3.0 to any third party without the prior written consent of the other Party, unless such information is specifically required by applicable law or by governmental or authorities' regulations of Czech Republic, in which case the other Party will be notified in writing accordingly. Notwithstanding the foregoing, the Carrier may disclose any information to the other affiliates of

Notwithstanding the foregoing, the Handling Company may disclose any information to the Český Aeroholding, a.s., J. Kašpara 1069/1, 160 08 Prague 6.



Signed the at Prague for and on behalf of Czech Airlines Handling, a.s.



Chairman of the Board of Directors



Vice - Chairman of the Board of Directors

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