

**STANDARD GROUND HANDLING AGREEMENT
SIMPLIFIED PROCEDURE**

ANNEX B - LOCATIONS, AGREED SERVICES, FACILITIES AND CHARGES
to the Standard Ground Handling Agreement (SGHA) of January 2008

Between : **UNITED AIRLINES, INC., a Delaware Corporation**

having its principal
office at : 233 South Wacker Drive
Chicago, Illinois 60606
United States of America

hereinafter referred to as : "the Carrier"

and : **Letiste Ostrava, a.s.**

having its principal
office at : c. p. 401, 742 51 Mosnov
Czech republic

represented by: Jaromír Radkovský, Chairman of the board
and Michal Holubec, Vicechairman of the board

Company identification number: 26827719

VAT number: CZ26827719

Commercial registration: Regional court at Ostrava, Section B, File 2764

Bank connection: Komerční Banka, a.s., Nádražní 12, 730 01 Ostrava 1

Account number: CZ71 0100 0000 2725 0415 0247

SWIFT: KOMBCZPPXXX

internal agreement number 19166

hereinafter referred to as : "the Handling Company"

This **B1.0**

For the location : OSR Airport

is valid from : November 01st 2019

and replaces : none

PREAMBLE

This Annex B is prepared in accordance with the simplified procedure whereby the Carrier and the Handling Company agree that the terms of the Main Agreement and Annex A of the **SGHA of January 2008**, 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 aforementioned Main Agreement and Annex A.

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Paragraph 1 - HANDLING SERVICES AND CHARGES

1.1. Handling Services

For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the following services of Annex A at the rates specified in sub-paragraph 1.2. of this Annex.

Section 1: Representation, Administration and Supervision

- 1.1. General:** 1.1.3, 1.1.4
- 1.2. Administrative Functions:** 1.2.1, 1.2.2, 1.2.3 (as per definition), 1.2.4
- 1.3 Supervision and/or Co-ordination of Services Contracted by the Carrier with Third Party(ies)** 1.3.3, 1.3.5

Section 3: Ramp Services

- 3.5. Ramp to Flight Deck Communication:** 3.5.1, 3.5.2
- 3.8. Safety Measures:** 3.8.1 (b), 3.8.2

Section 4: Load control, Communications and Flight Operations

- 4.2. Communications:** 4.2.1, 4.2.2 (VHF 131.425 – callsign OSTRAVA HANDLING),

Section 6: Support Services

- 6.5. Ramp Fuelling/Defueling Operations:** 6.5.1, 6.5.3,

1.1 General

- 1.1.3** Indicate that the Handling Company is acting as handling agent for the Carrier.
- 1.1.4** Inform all interested Parties concerning movements of the Carrier's aircraft.

1.2 Administrative Functions

- 1.2.1** Establish and maintain local procedures.
- 1.2.2** Take action on communications addressed to the Carrier.
- 1.2.3** Prepare, forward, file and retain for a period specified in the Annex B, messages/reports/statistics/documents and perform other administrative duties in the following areas.
 - (a)** station administration
 - (b)** passenger services
 - (c)** ramp services
 - (d)** load control
 - (e)** flight operations
 - (f)** cargo services
 - (g)** mail services
 - (h)** support services
 - (i)** security
 - (j)** aircraft maintenance
 - (k)** other, as specified in Annex B

1.2.4 Maintain the Carrier's manuals, circulars, and other relevant operational documents connected with the performance of the services.

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1.3 Supervision and/or Co-ordination of Services Contracted by the Carrier with Third Party(ies)

1.3.3 Liaise with the Carrier's designated representative

1.3.4 Verify availability and preparedness of staff, equipment, Loads, documentation and services of the third party(ies) to perform the services.

1.3.5 Meet aircraft upon arrival and liaise with crew.

SECTION 3. RAMP SERVICES

3.5 Ramp to Flight Deck Communication

3.5.1 Provide headsets.

3.5.2 Perform ramp to flight deck communication

(a) during tow-in and/or push-back.

(b) during engine starting.

(c) for other purposes.

SECTION 4. LOAD CONTROL, COMMUNICATIONS AND FLIGHT OPERATIONS

4.2 Communications

4.2.1

(a) Compile

(b) Receive, process and send all messages in connection with the services performed by the Handling Company, using the Carrier's originator code or double signature procedure

(c) perform EDI (electronic data interchange) transactions

(d) Inform the Carrier's representative of the contents of such messages.

4.2.2

(a) Provide

(b) Operate means of communication between the ground station and the Carrier's aircraft.

SECTION 6. SUPPORT SERVICES

6.5 Ramp Fuelling/Defuelling Operations

6.5.1 Liaise with ramp fuel suppliers.

6.5.2 Inspect fuel vehicles and/or appliances for contamination. Perform water detection checks

6.5.3 Supervise fuelling/defuelling operations.

6.5.4 Prepare aircraft for fueling/defuleing.

6.5.5 Drain water from aircraft fuel tanks.

6.5.6

(a) Provide or

(b) Arrange for approved fuelling/defuelling equipment.

6.5.7 Fuel/defuel aircraft with quantities of products requested by the Carrier's designated representative

6.5.8 Check and verify the delivered fuel quantity

6.5.9 Deliver the completed fuel order to the Carrier's designated representative.

1.2. Handling Charges

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For the services of Annex A listed above, the following rates will apply:

Service Provided	A319/V2500 or A320/V2500	xxx EUR
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Note:

Rates mentioned in this Annex B do not include any counters, taxes, port, infrastructure or concession fees that may be applicable and will be billed as a separate line item. Rates are based upon Carrier's current supplied flight schedule.

1.2.1 Handling in case of return to ramp will be charged at 50% of the rates specified in Paragraph 1.2, provided that a physical change of load is not involved.

As per attached flight schedule twenty five percent (25%) extra charges will be made for providing the services on Sundays and legal holidays and ten percent (10%) for night flights (10 PM to 6 AM).

1.2.2 Ramp handling charge is based on flights operating within 60 (sixty) minutes for short haul flights or 90 (ninety) minutes for long haul flights of scheduled time of arrival or departure. A surcharge of 25% of the rate specified in Paragraph 1.2 is charged for delays exceeding the above bandwidth.

Paragraph 2 - ADDITIONAL CHARGES

2.1. All services not included in Paragraph 1 of this Annex will be charged for at current following rates:

Item	Service	Unit	EUR*
3.3.3	Ground Power Unit	Per 30 mins	xxx
3.2.1	Marshalling (remote stands only)	Per occurrence	xxx
3.4.1	Air Cooling Unit per service	Per hour	xxx
3.12.1	Toilet Service	Per occurrence	xxx
3.13.1	Water Service	Per occurrence	xxx
3.6.1	Passenger Steps	Per unit	xxx
3.17.3	De-/Anti-icing vehicle GLOBAL 8000 TEAP	Per unit	xxx
3.17.4	De-icing/Anti-icing fluid (Type I and Type II)	Per 1 liter	xxx
	Hot water for mixture (only 50%/50% mixture available for first step)	Per each 1,000 liters	xxx

2.2. Any additional facilities, equipment or services requested that are not covered in Paragraph 2.1 above will be charged according to the official price list. Handling Company will notify Carrier of any such charges prior to invoicing.

2.3. Airport interface system invoices such as for CUTE/SITA/CREWS are charged according to the relevant invoices.

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Paragraph 3 - DISBURSEMENTS

3.1. Any disbursements made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at price plus five percent (5%).

Paragraph 4 - ACCEPTANCE

4.1. If the Carrier fails to execute this Agreement but accepts the services herein specified, this shall constitute the Carrier's acceptance of the terms and conditions herein specified.

Paragraph 5 - ARBITRATION

5.1. Notwithstanding Article 9 of the Main Agreement, in case of disputes the place of jurisdiction will be the location of the Handling Company's principal office.

Paragraph 6 - LIMIT OF LIABILITY

6.1. As relates to Article 8.5 of the main Agreement, Handling Company's liability under this section will be limited to the following:

<i>Aircraft Type</i>	<i>Per incident</i>
Jets	
B747,B757,B767,B777,MD11,DC10,A300,A310,A330,A340,380, A319, A320, B737	USD xxx

Limitation of Liability

EXCEPT FOR ANY HANDLING COMPANY LIABILITY ARISING OUT OF THE INDEMNITY OBLIGATIONS HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE OR LOST PROFITS, ARISING FROM ANY PROVISION OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EACH PARTY HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST THE OTHER PARTY REGARDING SUCH DAMAGES.

6.2 Prompt Notification

Any Party seeking indemnification hereunder shall give prompt and timely notification to the other Party of any such claim, fine, penalty, action or proceeding, and allow that Party the right to compromise or participate in the defense of the same.

6.3 Insurance

6.3.1 Handling Company, at its own expense, shall obtain and maintain in full force and effect, under terms reasonably satisfactory to United and with insurance carriers of recognized responsibility, policies of insurance in the following types and minimum amounts: (i) Comprehensive Aviation Liability insurance including airport premises liability, mobile equipment, hangarkeepers legal liability, war risk and other perils, products and completed operations,

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contractual liability and independent contractors, in an amount not less than **US\$xxx** combined single limit per occurrence, except for products and war risk and other perils, which are subject to an annual aggregate, acknowledging that such insurance may be provided by a combination of primary and umbrella coverages, covering all liability arising out of any bodily injury (including death of any person) and any damage to (including destruction of) property; (ii) Automobile Liability covering all owned, non-owned, leased, and hired automobiles in an amount not less than **US\$xxx**; (iii) Workers Compensation or the local equivalent in statutory amounts with a waiver of subrogation in favor of United; and (iv) Employers Liability in an amount not less than **US\$xxx** per accident for bodily injury by accident, **US\$xxx** each employee for bodily injury by disease, and **US\$xxx** policy limit for bodily injury by disease.

Paragraph 7 - TRANSFER (SUBCONTRACTING) OF SERVICES

In accordance with Sub-Article 3.1 of the Main Agreement, the Handling Company is entitled to delegate any of the agreed services to subcontractors with previous consent from the Carrier. At the time of the signature of this Annex B, following services are sub-contracted:

None

Paragraph 8 - CONTRACT NOTIFICATION

8.1. Notwithstanding Sub-Article 11.3 of the Main Agreement, any notice given by either Party under this Agreement shall be deemed properly given if sent by FAX followed by registered mail or overnight delivery service to the following:

<u>Carrier:</u>	<u>Handling</u>	<u>Company:</u>
Vice President	Handling Manager	
United Airlines Procurement	Letiste Ostrava, a.s.	
233 S Wacker Drive	Mosnov c.p. 401	
14 th Floor	742 51	
HDQPP	Czech republic	
Chicago, IL		
60606		

Paragraph 9 - PAYMENT

9.1. The Handling Company shall submit an invoice to the Carrier twice monthly and the Carrier shall make payment within 30 (thirty) days from invoice date.

9.2. Payments shall be sent via wire transfer indicating invoice numbers to:

Bank details of Handling company:

Bank connection: Komerční banka a.s.
 Address: Nádražní 12, 730 01 Ostrava 1
 Account number: 27-2504150247 (EUR)
 IBAN: CZ71 0100 0000 2725 0415 0247
 Swift: KOMBCZPPXXX

9.3. If the Carrier does not pay invoices in accordance with Paragraph 9.1, the Handling Company may, at its discretion, place the Carrier on an upfront cash basis or discontinue services until the account is brought current, provided that the Handling Company shall have notified the

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Carrier in writing of such non-payment and the Carrier have failed to effect the payment within 10 business days from the receipt of such notice. Should this be the case, the interest rate of Paragraph 9.4 will not apply. Such actions shall not constitute a breach or termination of the Agreement and all other terms and conditions set forth herein shall remain in effect.

- 9.4. Invoices not paid in accordance with Paragraph 9.1 will accrue interest at the rate of 2% percent per month over the period stated in 9.1.
- 9.5. If the Carrier disagrees with any item(s) in the invoice submitted by the Handling Company, it may withhold payment only on that item(s) until a resolution is reached. The Carrier must communicate to the Handling Company its reasons for withholding payment on a invoice(s) item(s). The deadline for payment for any disputed item(s) will be deemed extended until 10 (ten) days after the resolution of such dispute.
- 9.6. United reserves the right to reject and not make payment on any invoices submitted where the PERIOD OF SERVICE exceeds "DATE SUBMITTED TO UNITED minus 6 MONTHS" or the invoice is for services that occurred more than six (6) months after service incurred.

Paragraph 10 - DURATION, MODIFICATION AND TERMINATION

Notwithstanding Articles 11.4 and 11.5 of the SGHA Main Agreement, this Agreement shall **commence on shall commence on November 1st 2019**, the Effective Date, and will continue in full force and effect unless and until terminated by Carrier upon at least sixty (60) days prior written notice to Handling Company.

Paragraph 11 - OTHER TERMS AND CONDITIONS

- 11.1 The Handling Company shall be entitled to use the originator code of the Carrier in all messages dispatched on behalf of the Carrier.

Paragraph 12. REQUIRED RECORDS

- 12.1 To the extent permitted by law, handling Company will maintain such books, records, and accounts as Carrier reasonably requires to verify the accuracy of Handling Company's invoices, or any performance of Services by Handling Company under this Agreement, including without limitation time sheets, payroll registers, cancelled payroll checks, and any other work records of all personnel regarding all work included in any invoice of Handling Company under this Agreement. Carrier or its representative may inspect any such books, records, and accounts, at Carrier's expense, during normal business hours and upon reasonable prior written notice to Handling Company, throughout the term of this Agreement and for a period of two years after expiration or other termination thereof.
- 12.2 To the extent that Handling Company is required by law or by any regulatory authority to maintain records of background investigations, training, or other qualification or certification of employees or agents of Handling Company performing services under this Agreement, Handling Company will make available to Carrier all such records, or certified copies thereof.

Paragraph 13. EMPLOYEE VERIFICATION

- 13.1 Handling Company shall be responsible for compliance with any legal provisions, laws, regulations, rules or decrees set forth in the nation, state, and/or local territory where the Services will be performed that pertain to Handling Company's personnel or any other personnel contracted by Handling Company in order to perform the Services. Specifically, Handling Company shall be responsible for compliance with airport and labor laws, social security, and

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safety and hygiene with respect to its personnel. Furthermore, Handling Company shall be exclusively responsible for payment of the salaries or compensations, social security contributions, etc., of all of its personnel.

- 13.2 Handling Company will provide certification to Carrier confirming that Handling Company personnel or any other personnel contracted by Handling Company, who will perform work under this Agreement and who will have access to any secure or restricted area of the airport or other applicable premises, do not have any criminal history and that Handling Company has verified the qualifications of Handling Company personnel to perform all of the Services under this Agreement
- 13.3 Handling Company agrees that no applicant shall be employed by Handling Company or contracted to perform Services hereunder if he or she has a criminal history.

PARAGRAPH 14. TAXES

- 14.1 **Payment.** United will pay any sales, use or V.A.T. taxes imposed by any taxing authority and required to be paid by Handling Company or United as a result of the Services provided to the Carriers under this Agreement.
- 14.2 **Claims.** If a claim is made against Handling Company for any taxes that are to be paid by United under this Paragraph 5, Handling Company will timely notify United. If United so requests in writing, Handling Company will, at United's expense, take such action as United may reasonably direct with respect to such taxes, including payment of such taxes under protest. If the tax has been paid, and if requested by United, Handling Company will, at United's expense, take such action as United may reasonably direct, including allowing United to file a claim or commence legal action in Handling Company's name, to recover such tax payment. In the event of refund or recovery of any tax, or part thereof, Handling Company will pay to United promptly that portion of the tax paid by United, including any interest received thereon.
- 14.3 **Indemnification.** All payments made by United to Handling Company under this Agreement shall be made net of any required income tax withholding. Handling Company will pay and agrees to indemnify and hold all of the Carriers harmless from any income tax withholding, including any interest or penalties thereon, required to be made due to any payments made by United to Handling Company under this Agreement. If Handling Company does not qualify as a United States Person as such term is defined under Article 7701(a)(30) of the Internal Revenue Code of 1986 as amended, Handling Company will either execute and furnish United with the appropriate income tax withholding exemption form required under Treasury Regulation 1.1441 or will notify United to withhold thirty percent (30%) U.S. income tax from any payments required under this Agreement. If Handling Company qualifies as a United States Person but Handling Company is not a corporation, Handling Company shall execute and furnish United with a Form W-9 before United is obligated to make any payments under this Agreement.
- 14.4 **Tax Assessment.** Handling Company agrees to advise United promptly of any tax assessments applicable or potentially applicable to this Agreement. Handling Company will promptly remit to the applicable tax authority all amounts collected or received from United on account of United's tax obligations. Handling Company will indemnify and hold all of the Carriers harmless from and against any and all costs (including unpaid taxes, interest and penalties) arising from Handling Company's breach of its obligations above provided United remitted payment for such tax to Handling Company in a timely manner.

PARAGRAPH 15. DATA PROTECTION

- 15.1 Handling Company shall establish and maintain environmental, safety and facility procedures, data security procedures and technical, physical, administrative and other safeguards to

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protect against the destruction, loss, and unauthorized access, use, possession or alteration of United Confidential Information in the possession of Handling Company. Such procedures and practices shall be compliant, at a minimum, with (a) United's security and document retention requirements as may be issued to Handling Company from time to time (collectively, "United Security Requirements"), (b) to the extent applicable, the security standards for the protection of cardholder information with which the payment card companies collectively or individually require merchants to comply including but not limited to the Payment Card Industry Data Security Standards currently in effect and as may be updated from time to time while Handling Company has such information in its possession ("PCI Standards"), and (c) all applicable laws, rules, regulations, directives, ordinances, codes or similar enactments that apply to United in the conduct of its business ("Data Security Laws"). All such procedures and practices shall take into account the nature of the United Confidential Information and the commensurate risks associated with such United Confidential Information. Handling Company shall maintain a complete audit trail of all access to, and use of, United Confidential Information including, but not limited to, transactions and activities associated with United Confidential Information. Handling Company also shall implement and maintain appropriate business continuity, contingency and disaster recovery plans in order to maintain the availability, security and confidentiality of United Confidential Information and restore normal operating procedures as promptly as possible in the event of a major disruption, business interruption or failure.

- 15.2 United has the right, in its sole and absolute discretion at any time and from time to time for any reason, to restrict, discontinue, suspend, cancel, terminate or modify Handling Company's right to use, obtain, access, hold or process United Confidential Information, in order to protect and secure United Confidential Information. On United's request, Handling Company shall return in a manner and format reasonably requested by United, or, if specifically directed by United, shall destroy, United Confidential Information in Handling Company's possession, power or control, in a manner that assures same is rendered unintelligible and unrecoverable. Upon United's instruction to destroy or return all United Confidential Information, all copies of United Confidential Information shall be permanently removed from all of Handling Company's, its agents', subcontractors' or third parties' facilities, systems, records, archives and backups, and all subsequent use of such information by Handling Company, its agents, subcontractors or third parties shall cease. Handling Company shall remove all United Confidential Information from any media taken out of service and shall destroy or securely erase such media in accordance with United Security Requirements. No media on which United Confidential Information is stored may be used or re-used to store data of any other customer of Handling Company or to deliver data to a third party, including another Handling Company customer, unless securely erased in accordance with United Security Requirements. If Handling Company disposes of any paper or electronic record containing United Confidential Information or any other information Handling Company obtains from United that identifies, relates to, describes, or is capable of being associated with, a particular individual, Handling Company shall do so by taking all reasonable steps to destroy the information by: (a) shredding, (b) permanently erasing and deleting, or (c) otherwise modifying the United Confidential Information in those records to make it unreadable, un-reconstructable and indecipherable through any means. Handling Company shall have no right to withhold United Confidential Information from United for any reason.

Paragraph 16. UNAUTHORIZED PAYMENT

- 16.1 In connection with any performance under this Agreement, neither Handling Company, nor any officer, employee, or agent of Handling Company, will make any payment, or offer, promise, give or authorize any payment, of any money or other article of value, to any official, employee, or representative of United or any of the Carriers or any government official or representative, or to any person or entity doing business with United, in order either to obtain or to retain United's business, or to direct United's business to a third party, or to influence any act or decision of any employee or representative of United or any government official or

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representative to perform or to fail to perform his or her duties, or to enlist the aid of any third party to do any of the foregoing.

16.2 In connection with any performance under this Agreement, neither Handling Company, nor any officer, employee, or agent of Handling Company, will solicit or receive any amount of cash or negotiable paper, or any item, service or favor of value from any present or prospective supplier, vendor or customer of United, or from anyone else with whom United does business, including any governmental official or representative, for or in connection with the obtaining or retaining any business of or with United. Handling Company will refuse to accept all such gifts and, if received, will return such gifts to the donor. In all such cases Handling Company will notify United promptly of such gift or offer thereof. If United deems it necessary, Handling Company will turn over such gifts to United for further handling.

16.3 In connection with any performance under this Agreement, Handling Company will at all times comply fully with all of the terms and provisions of the U.S. Foreign Corrupt Practices Act and any related or successor statute, regulation, or governmental directive regarding payments to foreign nationals or other persons or entities.

Paragraph 17. ASSIGNMENT

Neither Party may assign or otherwise transfer this Agreement in whole or in part without the prior written consent of the other Party, in such Party's discretion, and any such attempted assignment shall be void, except that United may assign this Agreement, in whole or in part, without Handling Company consent, to an Affiliate of United, which is defined as another entity controlling, controlled by, or under the same control as United. Subject to the foregoing, the provisions herein shall inure to the benefit of, and be binding upon, any permitted assignees of the respective Parties hereto. Any violation of this provision will be cause for immediate termination of this Agreement, or at the option of the non-assigning Party, the non-assigning Party may declare the assignment of any of the rights or obligations under this Agreement null and void as of the date of the purported assignment. Consent by either Party to an assignment in one instance shall not constitute consent by either Party to any other assignment.

Paragraph 18. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute arising under or in connection with this Agreement, including any action in tort, shall be governed by and construed in accordance with the laws of the Czech Republic, without regard to any conflicts of laws principles which may direct the application of the laws of any other jurisdiction. All disputes arising from this Agreement shall be settled exclusively by the courts of the Czech Republic.

Paragraph 19. COMPLIANCE WITH APPLICABLE LAWS

Handling Company warrants that in the performance of this Agreement it will comply with all applicable laws, and all lawful orders, directives, rules and regulations thereunder, including without limitation any applicable airport authority rules, directives and lease requirements.

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Confidentiality:

Each party shall maintain the terms of this Agreement and all information from the other party which is clearly designated in writing as confidential in strict confidence by using the same degree of care, but no less than a reasonable degree of care, as it takes to preserve and safeguard its confidential information of similar nature. Confidential information shall only be used for the purpose for which it was disclosed, and may be shared internally only on a need to know basis.

**Signed the :
at Mosnov:
on behalf of :
Letiste Ostrava, a.s.**

**Signed the :
At Chicago :
on behalf of :
United Airlines**

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