

**Airport Services Agreement**  
**No20117**

**made between**

Company Name:

**Letiště Ostrava, a.s.**

having its principal office at:

Mošnov č.p. 401, 742 51 Mošnov

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

**Contact details:**

- [REDACTED] Sales & Marketing Director, E-mail: [REDACTED]  
Letiště Ostrava, a.s. 742 51 Mošnov č.p. 401 Czech Republic  
Tel.: [REDACTED] GSM: [REDACTED]

Hereinafter referred to as:

**"Airport Company"**

**and**

Swiftair S.A.

Calle Ingeniero Torres Quevedo 14

28022 Madrid

Spain

VAT : ESA78348612

and hereinafter referred to as:

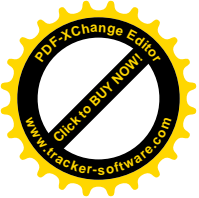
**"the Carrier"**

collectively referred to as **"the Parties"** or individually as **"the Party"**

**Preamble:**

The **Airport Company** as a regional airport of Czech Republic and **the Carrier** as the air carrier providing cargo flights to **Airport Company** on behalf of **UNITED PARCEL SERVICE CZECH REPUBLIC, s.r.o.**, wish to enter a mutually beneficial agreement respecting principals and fundamentals of aviation industry, Czech law and European Union law, recommendations and directives. The Parties agreed on the following agreement on Airport Services No. 20117 (hereinafter referred to as **"Agreement"**):



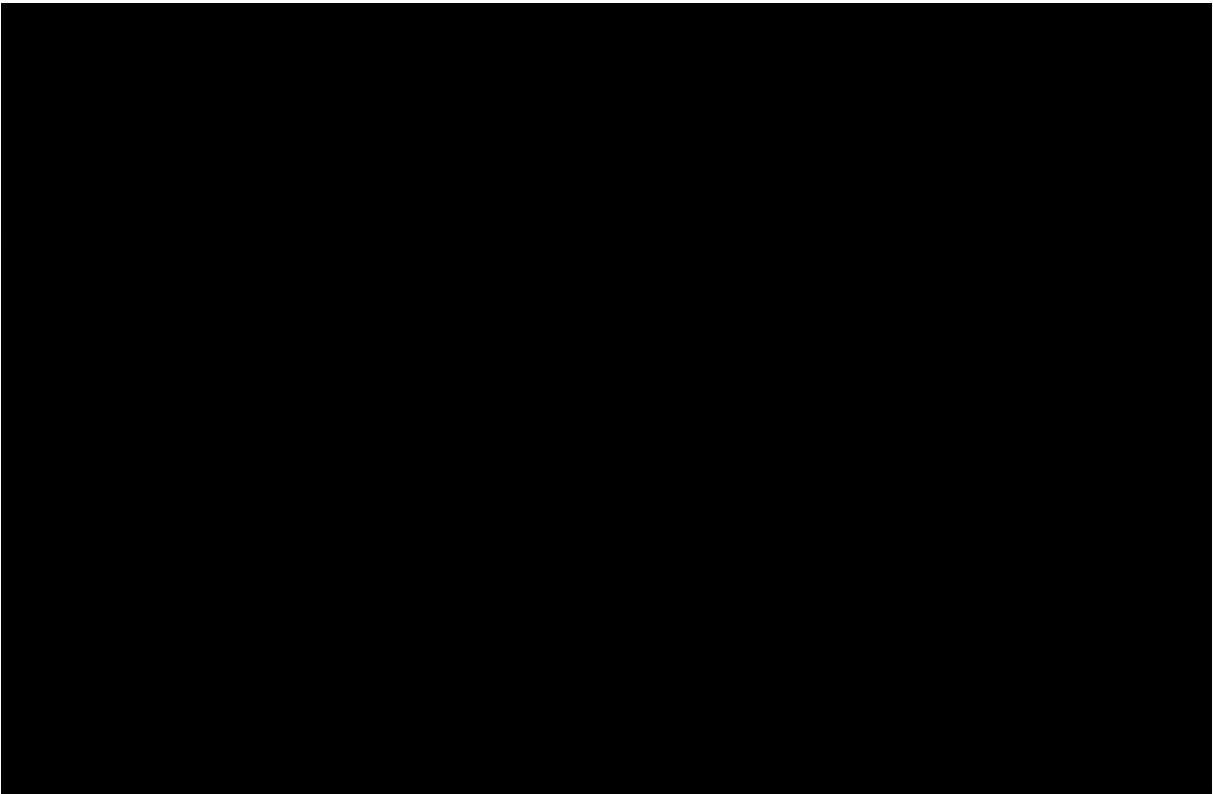


### Paragraph 1: Subject of the Agreement

1.1 Subject of this Agreement is as follows:

- a) agreement of the Parties on conditions of use of take-off and landing runways, movement areas and other infrastructure of the **Airport Company** by the **Carrier**, his aircraft, passengers, employees and loads;
- b) charges (referred to as "**Airport Charges**") for the above services provided by the **Airport Company** (hereinafter referred to as "**Services**");
- c) provision of incentive scheme for the **Airport Charges**.

### Paragraph 2: Airport Charges for Services



### Paragraph 3: Settlement

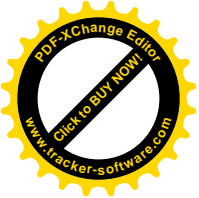
3.1 The Airport Company will invoice the Carrier for the provided Services on a monthly basis. The Carrier is obliged to settle the invoiced amounts by bank transfer or by direct account deposit to the Airport Company's bank account as set forth on the first page of this Agreement or in 3.6.

3.2 The invoices shall be delivered to the Carrier by registered mail and by e-mail to the following address: [REDACTED]

3.3 Parties agree that settlement of account shall be executed not later than fourteen (14) days after date of invoicing.

3.4 The Carrier endeavours to check in the invoices issued by the Airport and report any discrepancies to the Airport within fifteen days following from receipt of the invoice.





3.5 If the Carrier disagrees with any item(s) in the invoice submitted by the Airport Company it may withhold payment only on that item(s) until a resolution is reached. The undisputed amount must be paid in line with payment terms of this paragraph.

3.6 Bank details of the Airport Company for bank transfer are as follows:

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

#### **Paragraph 4: Non-exclusive basis**

4.1 This Agreement is entered into on a non-exclusive basis. Parties acknowledge that the financial and operational conditions offered to the Carrier may also be available on a transparent and non-discriminatory basis to any other airline operating or wishing to operate at Letiště Ostrava, a.s. with a comparable volume of activity.

#### **Paragraph 5: Duration of the Agreement and Termination**

5.1 This Agreement is concluded for a definite period of 5 (five) years.

5.2 This Agreement can be prolonged by amendment signed by both Parties

5.3 This Agreement is valid from the day and time of the signing it by both Parties.

5.4 This Agreement may be terminated by either Party due to important reason.

5.5. Any modification or addition to this Agreement shall be made by a written and numbered amendment signed by both Parties after previous arrangement.

#### **Paragraph 6: Safety requirements**

6.1 The operator undertakes (immediately, by telephone or by e-mail [REDACTED] to communicate with the Ostrava Airport and provide him with all the necessary information in the area QMS (Quality Management System), SMS (Safety Management System) a CMS (Compliance Management System), in particular:

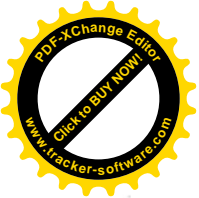
- a) the occurrence of an emergency and other significant events that may affect safety in the Ostrava-Mošnov airport area, as well as in its vicinity,
- b) any circumstances that could have even a potential impact on the provided services
- c) the fact that the supplier's AOC authorization has expired / changed
- d) incorrectly provided service, incorrectly performed activities by the operator in relation to airport operations.

6.2. The operator undertakes:

- a) to comply with the rules according to the Airport Manual and other related documents of Ostrava Airport, a.s., with which he was acquainted before signing this contract,
- b) provide the Airport operator with information on all facts that could affect the safety on or around the airport premises, so that the Airport operator is able to take any precautionary measures to minimize risks.







#### **Paragraph 7: Confidentiality**

7.1 The Parties undertake to keep and handle strictly confidential any and all facts and information received in relation to conclusion of this Agreement and its execution, including but not limited to information related to (i) negotiation of this Agreement, (ii) content of this Agreement, (iii) fulfilment of this Agreement, (iv) disputes resolution related to this Agreement, (v) any aspects of business activities of the other Party (hereinafter referred to as "Confidential Information") and they shall not disclose any of such Confidential Information to third parties, shall not publish them and use them for other than fulfilment of the obligations and executions of its rights set forth in this Agreement.

7.2 Paragraph 6.1 does not apply to:

- a) disclosure of Confidential Information required pursuant to valid laws; however, each Party is obliged to use any and all available legal measures to refuse or limit disclosure and inform the other Party of all circumstances if such disclosure is required;
- b) Confidential Information disclosed to shareholders or legal, financial, tax and other similar special advisors or auditors of the Party, whereby the respective Party undertakes to require confidentiality from such entities at least to the extent corresponding to this Article 6.

#### **Paragraph 8: Publication of Agreement**

8.1. The Contracting Parties have agreed that this Agreement to be entered into the Register of Agreements established by the Ministry of Interior in accordance with the Act No. 340/2015S Coll., on special conditions of some agreement efficiency, the agreements publication in the Register of Agreements (the Act on Register of Agreements), and they express their consent with the publication including publication of personal data in the meaning of the Act No. 110/2019 Coll., on personal data processing.

8.2 The Agreement comes into the effectiveness upon a day it is signed by the both Contracting Parties, and into the efficiency and the Agreement will come into the efficiency upon its publishing in the Register of Agreements.

8.3 The both Contracting Parties state the covenant regarding the price is a business secret of the both Contracting Parties in the meaning of § 504 Act No. 89/2012S Coll., Civil Code, and it is excluded from publication in the Register of Agreements in accordance with § 5 Par. 6, Section 8 of the Act No. 340/2015 Coll.

8.4 The Contracting Parties identically state the data in the section Paragraph 2.2 contain business secret and protected confidential information and, as such, they shall be excluded from publication.

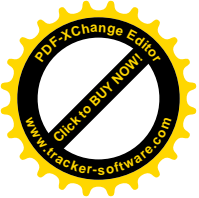
#### **Paragraph 9: Force Majeure**

9.1 Neither Party shall be liable for failure to comply with its obligations set forth in this Agreement that results from obstacles beyond its control that could not have been foreseen. Such obstacles include but are not limited to: dispossession or confiscation of infrastructure or equipment necessary to fulfil obligations set forth by the Agreement, compliance with law or legal order, war, public unrest, riot or sabotage, uprising, strikes, shut-outs or disasters.

#### **Paragraph 10: Governing law**

10.1 In accordance with Article 9 of the Main Agreement, this Annex B This Agreement shall be governed by and interpreted in accordance with the laws of Czech Republic.





10.2, Each Party submits the exclusive jurisdiction of the common courts of Warsaw, Republic of Poland for the resolution of disputes.

#### Paragraph 11: Final provisions

11.1 Any changes and amendments to this Agreement must be in form of a written amendment to this Agreement.

11.2 This Agreement becomes valid on the date of its signature by both Parties.

11.3 This Agreement is executed in English and in two (2) identical copies, one (1) for each Party.

11.4. Neither Party may transfer or assign this Agreement to any third party without prior written consent of the other Party.

Mošnov, date: 08/08/2020

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Jaromir Rad  
Chairman of .....ectors  
Letiště Ostrava

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Michal Holubec  
Member of the Board of Directors  
Letiště Ostrava, a.s.

....., date: 10/9/2020

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