

**IATA STANDARD GROUND HANDLING AGREEMENT
(SIMPLIFIED PROCEDURE)**

**Annex B1.0 - Location(s), Agreed Services, and Charges
To the Standard Ground Handling Agreement (SGHA) of January 2018
(The Handling Company's agreement internal number 23068)**

Between: **Hürkuş Havayolu Taşımacılık ve Ticaret A.Ş. (dba Freebird Airlines)**

Having its principal office at:

Çobançeşme Mah. Sanayi Cad. Simetri Ofis No:60 Kat:4-5

34197 Bahçelievler - Istanbul

Turkey

VAT number: 464 017 4579

Hereinafter referred to as "the Carrier"

And: **Letiště Ostrava, a.s.**

Having its principal office at:

č.p. 401

742 51 Mošnov

Czech republic

VAT number: CZ26827719

Hereinafter referred to as "the Handling Company"

the Carrier and the Handling Company may hereinafter be referred to as "the Parties".

This Annex: B 1.0

For the Location(s): Ostrava (OSR / LKMT)

Is valid from: 1st June 2023

To: 31st December 2026

And replaces: no previous agreement

Preamble: This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2018 as published by the International Air Transport Association shall apply to this Annex B as if such terms are repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

Paragraph 1 - Handling Charges

- 1.1 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 following rates.

SECTION 1. MANAGEMENT FUNCTIONS

1.1 Representation

- 1.1.2 Liaise with local authorities.
1.1.3 Indicate that the Handling Company is acting as handling agent for the Carrier.
1.1.4 Inform all interested Parties concerning schedules 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 of six (6) months, 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
(h) support services
1.2.4 Maintain the Carrier's manuals, circulars, and other operational documents connected with the performance of the services.

1.3 Supervision and/or Co-ordination

- 1.3.1
(a) Supervise
(b) Co-ordinate
services contracted by the Carrier with third party(ies)
1.3.2 Provide Turnaround coordinator (TRC)
1.3.3 Ensure that the third party (ies) is(are) informed about operational data and Carrier's requirements in a timely manner.
1.3.4 Liaise with the Carrier's designated representative
1.3.5 Verify availability and preparedness of personnel, equipment, Loads, documentation of third party (ies).
1.3.6 Meet aircraft upon arrival and liaise with crew.
1.3.7 Decide on non-routine matters.
1.3.8 Verify dispatch of operational messages.
1.3.9 Note irregularities and inform the Carrier.

1.4 Station Management

- 1.4.1 Provide representative on behalf of the Carrier to act (b) non-exclusively

1.4.8 Handle the contents of Carrier's company mail pouches

SECTION 2. PASSENGER SERVICES

2.1 General

2.1.1 Inform passengers and/or public about time of arrival and/or departure of Carrier's aircraft and surface transport.

2.1.3 When requested by the Carrier,

(a) Provide

special equipment, facilities and specially trained personnel, for assistance to

1. unaccompanied minors.

3. VIPs.

5. deportees.

(b) Arrange for

special equipment, facilities and specially trained personnel, for assistance to

2. persons with reduced mobility (PRMs)

6. special medical transport

2.1.4

(a) Provide

1. meal vouchers

5. personnel

(b) Arrange for

passenger assistance when flights are interrupted, delayed or cancelled. Such assistance shall include:

3. transportation

4. hotel accommodation

2.1.6

(a) Notify the Carrier of complaints and claims made by the Carrier's passengers.

2.1.7 Report to the Carrier any irregularities discovered in passenger and baggage handling.

2.1.8

(a) Provide

1. check-in counter(s)

2.2 Departure

2.2.1 Perform pre-flight editing

2.2.2 Check and ensure

(a) that tickets are valid for the flight(s). The check shall not include the fare.

At the following locations:

1. check-in area

4. gate

2.2.3

(a) Check travel documents for the flight(s) concerned within the booking.

Handling Company shall be liable for immigration fines in the following cases:

1. Expired Passports/ Visas or Passports/ Visas without the minimum required validity at the day of entry

2. Non – Existence of Visa/Necessary Travel Document required by destination or transit stations(s). (excluding passports damaged or missing at point of transit or entry)

In the event that the handling company does not have access to information that verifies visa validities and entry conditions, for passenger's final destination and transit point(s), the Handling Company will not have liability.

The Handling Company shall not be liable for immigration fines in the event of non-bona fide travel documents or other events which are outside of their control.

In the event an immigration fine is announced or raised against the carrier, the carrier will make available to the handling company all supporting documents to investigate the matter.

(b) Enter passenger and/or travel document information into Carrier's and/or government system.

At the following locations:

1. check-in area
3. gate

2.2.4

- (a) Weigh and/or measure checked and/or cabin baggage,
- (b) Record baggage figures for
 1. initial flight.

at the following locations:

- (a) check-in area
- (d) gate

2.2.5 Excess baggage

- (a) Determine excess baggage
- (b) Issue excess baggage ticket
- (c) Collect excess baggage charges (for commission 10% of Handling Company)
- (d) Detach applicable excess baggage coupons at the following locations:
 1. check-in area
 4. gate

2.2.6 Tag

- (a) checked baggage
 1. initial flight.

at the following locations:

- (a) check-in area
- (b) cabin baggage for
 1. initial flight.
- (d) gate

2.2.7 Effect conveyance of checked baggage to the baggage sorting area at the following locations:

- (a) check-in area

2.2.8 Effect conveyance of Out of Gauge (OOG) checked baggage to the baggage sorting area at the following locations:

- (a) check-in area

2.2.10

- (a) Carry out the Carrier's seat allocation or selection system
- (b) Issue boarding pass(es)
 1. initial flight.

at the following locations:

- (a) check-in area
- (d) gate
- 2.2.11** Handle
 - (a) Denied Boarding process at the following locations:
 1. check-in area
 4. gate
- 2.2.12** Direct passengers
 - (a) through controls to departure gate
- 2.2.15** At the gate perform
 - (a) verification of cabin baggage
 - (b) boarding process
 - (c) reconciliation of passenger numbers with aircraft documents prior to departure
 - (d) other gate functions as specified in Annex B (collect excessive and oversized cabin baggage, perform announcements as per Carrier's requirements)
- 2.2.17** Perform post-flight editing
- 2.3** **Arrival**
- 2.3.2** Direct passengers
 - (a) from aircraft through controls
- 2.3.3**
 - (a) Provide
 3. Baggage recheck
- 2.3.4** Handle lost, found and damaged property matters.
 - (a) Provide
 1. acceptance of baggage irregularity reports
 2. entering of data into baggage tracing system
 3. maintaining baggage tracing system files for five (5) days
 6. handling of communications with passengers
 - (b) arrange for
 5. delivery of delayed baggage to passengers (extra charge)

SECTION 3. RAMP SERVICES

- 3.1** **Baggage Handling**
- 3.1.1** Handle baggage in
 - (a) baggage sorting area.
- 3.1.4** Prepare for delivery onto flights
 - (a) bulk baggage
- 3.1.5** Establish the number and/or weight of
 - (a) bulk baggage
 And provide the load control unit with the information

3.1.6 Offload

- (a) bulk baggage

3.1.7 Deliver to claim area

- (a) baggage
- (b) Out of Gauge (OGG)

3.2 Marshalling

3.2.1

- (a) Provide
- (b) Arrange for marshalling at arrival and/or departure.

3.3 Parking

3.3.1

- (a) Provide
- (b) Position and/or remove wheelchocks.

3.3.2

- (a) Provide
- (b) Position and/or remove
 - 6. Safety cones.

3.4 Ancillary Items

3.4.1

- (a) Provide
- (c) Operate
 - 1. ground-power unit (60min included)

3.4.1

- (a) Provide
- (c) Operate
 - 5. air start unit (on request / extra charge)

3.5 Ramp to Flight Deck Communication

3.5.1

Provide headsets.

3.5.2

Perform ramp to flight deck communication

- (a) during push-back
- (b) during tow-in
- (c) during engine starting.

3.6 Loading and Unloading

3.6.1

- (a) Provide
- (c) Operate
 - 1. passenger steps

3.6.2

- (b) arrange for

- 1. passenger (provided by the airport)
 - 2. crew
- transport between aircraft and airport terminal(s).

3.6.3

- (a) Provide
 - (c) Operate
- equipment for loading and/or unloading.

3.6.4

- (a) Provide
- delivery and pick-up of
- 1. Baggage
 - 2. Mobility devices
- at aircraft doors or other agreed points

3.6.5

- (a) Provide
- assembly and transport of
- 1. baggage
 - 5. documents
 - 6. company mail between agreed points on the airport

3.6.6

- (a) Unload aircraft, returning lashing materials to the Carrier.
- (b) Segregate loads at the aircraft
- (c) Load and secure Loads in the aircraft
- (d) Redistribute Loads in aircraft.
- (e) Operate in-plane loading system.
- (f) Report final load distribution to the Load Control unit.

3.6.7

- Open, close and secure aircraft hold doors.
- (a) aircraft lower deck

3.7 Safety Measures

3.7.1

- (a) Provide
 - 1. portable fire extinguisher on motorized/self-propelled ramp equipment
 - 2. ramp fire extinguisher, if not provided by airport authority
- (b) Arrange for
 - 1. attendance of airport fire services at aircraft (On request)

3.7.2

- Perform visual external safety/ground damage inspection of
- (a) doors and panels and immediate surroundings
 - 1. immediately upon arrival
 - 2. immediately prior departure
- and communicate the results to flight crew or Carrier's representative

3.7.3

- Check that all doors and access panels are properly closed and locked.

3.8 Moving of Aircraft

3.8.1

FHA Initials	OSR Initials

- (a) Provide
 1. Tow-in and/or push-back of aircraft
 2. towing of aircraft between agreed points.

3.8.2

- (b) Towbar to be provided by the Handling Company

3.10 Interior Cleaning

3.10.1 Clean

- (a) flight deck, if specified, under the control of a person authorised by the Carrier
 2. dispose of litter.

3.10.1 Clean

- (b) passenger and crew compartments (other than flight deck)
 2. dispose of litter.
 3. clear waste from overhead stowage
 4. wipe tables
 5. seats, seat back pockets and passenger service units
 6. floors
 7. empty refuse bins
 8. surfaces in pantries, galleys (sinks, working surfaces, ovens and surrounds) and toilets (wash basins, bowls, seats, mirrors and surrounds)
 9. remove, as necessary, any contamination caused by airsickness, spilled food or drink and offensive stains

3.10.2 Remove and dispose of

- (a) litter/waste

3.10.3 Perform cabin dressing

- (b) Arrange seat belts

3.11 Toilet Service

3.11.1

- (a) Provide
 1. servicing (empty, clean, flush and replenish fluids).
 2. trituator /disposal service

3.12 Water Service

3.12.1

- (a) Provide
 2. Replenish tanks
 3. Water quality tests

SECTION 4. LOAD CONTROL AND FLIGHT OPERATIONS

4.1 Load Control

4.1.1 Deliver load control related documents between aircraft and airport buildings and vice versa.

4.1.2

(a) Process

(b) Sign

documents and information, including but not limited to, loading instructions, load and trim sheets, Captain's load information and manifests where:

1. Load Control is performed by the Handling Company

4.2 Communications

4.2.1 Inform all interested Parties concerning movements of the Carrier's aircraft.

4.2.2

(a) Compile, receive, process and send all messages in connection with the services performed by the Handling Company. The Handling Company is authorized to use Carrier's originator code or double signature procedure (messages through Amadeus Altea)

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

4.2.3

(a) Provide

(b) Operate

means of communication between the ground station and the Carrier's aircraft.

4.3 Flight Operations

4.3.1 Inform the Carrier of any known project affecting the operational services and facilities made available to its aircraft in the areas of responsibility as specified in Annex B.

4.3.2

(a) Provide (on request)

meteorological documentation and aeronautical information

1. at the airport location as defined in Annex B

4.3.3

(a) Provide

delivery of flight operations related documentation to the aircraft and obtain signature of the pilot-in-command where applicable

1. at the airport location as defined in Annex B

4.3.7 Provide the crew with a briefing (Upon aircraft arrival, the Turnaround Coordinator to provide information to the cabin and cockpit crew for: expected passengers load bags, specials and any other issues that might affect the flight and which are known to ground personnel)

4.3.8

(a) Prepare

(b) Sign

(c) Deliver

1. the fuel order
2. the fuel distribution form

4.3.9 Provide ground handling party (ies) with weight and fuel data

SECTION 6. SUPPORT SERVICES

6.2 Automation/Computer Systems

6.2.1

- (b) Arrange for
 - (c) Operate
- computer hardware and other equipment to enable access to
2. Handling company's System (**Altea DCS**)

6.2.2 Perform the following functions in

- (b) Handling company's system
 - 3. Passenger services
 - 5. Baggage tracing
 - 6. Operations, load control.
- (b) other
 - 4. Baggage reconciliation

6.5 Ramp Fuelling/Defuelling Operations

6.5.1 Liaise with ramp fuel suppliers.

6.5.3 Supervise fuelling – defueling operations

6.7 Catering Services – Liaison and Administration

6.7.1 Liaise with the Carrier's catering supplier.

SECTION 7. SECURITY

7.1 Passenger and Baggage Screening and Reconciliation

7.1.1

- (a) Provide
 - 1. matching of passengers against established data
 - 2. security questioning

7.1.2

- (b) Arrange for
 - 1. screening of checked baggage.
 - 2. screening of transfer baggage.
 - 3. screening of mishandled baggage.
 - 4. physical examination of checked, transfer and mishandled baggage.
 - 5. identification of security cleared baggage.

7.1.3

- (b) Arrange for
 - 1. screening of passengers.
 - 2. screening of cabin/unchecked baggage.
 - 3. physical examination of passengers and cabin/unchecked baggage.

7.1.4

- (a) Provide

FHA Initials	OSR Initials

1. identification of passengers prior to boarding.
2. reconciliation of boarded passengers with their baggage.
3. positive baggage identification by passengers.
4. offloading of baggage for passengers who fail to board the aircraft.

1.2 Basic Handling Charges

xxx

Paragraph 2 - Additional Services and Charges

xxx

Paragraph 3. Disbursements

xxx

Paragraph 4. Limit of Liability

4.1 The limit of liability referred to in Sub-Article 8.5 of the Main Agreement shall be as follows:

Aircraft Type	Limit (per incident)
All Aircraft Types	1.500.000 USD

Paragraph 5. Transfer of Services

5.1 The Handling Company subcontracts the services of Annex A, Section 3.10

5.2 The Handling Company has to inform the Carrier directly and immediately if any change of Sub-contractors takes place. Any new sub-contractor needs the written agreement by the Carrier

5.3 The Handling Company will be accountable for all agreed services mentioned in this Annex B and the Carrier shall have the right to audit the sub-contractors at same conditions as stated in Paragraph 5 of this Annex B.

Paragraph 6. Standard of Work

6.1 The Handling Company agrees to take all possible steps to ensure that, the agreed quality standards, will be met.

Paragraph 7. Settlement

The Parties establish the following payment terms:

7.1 Notwithstanding Sub-Article 7.2 of the Main Agreement, payment of account shall be effected no later than thirty (30) days after the date of invoicing.

Handling Company will charge Carrier all provided services according rates in Paragraph 1, Paragraph 2 of this Annex B and airport charges (landing and parking fee, airport tax, services on request) on the basis of ground handling charge note per each flight.

FHA Initials	OSR Initials

The invoice will be issued on monthly basis at the beginning of current month for all flights performed during previous month.
Invoice will be charged in EUR currency after conversion from CZK currency by actual exchange rate of CNB (Czech National Bank) on day of issue.

Handling Company will send invoices
via email to: xxx

7.2 In the event the Carrier disputes any charge or fee set forth in any invoice, Carrier shall pay the undisputed portion and notify the Handling Company of the discrepancy in billing. Both parties shall then seek in good faith to resolve the disputed amount(s). Upon the resolution of any disputed amount the Carrier shall promptly pay the balance due to the Handling Company.

7.3 Before start of the Carrier's operation, the Handling company will issue pro forma invoice for amount corresponding to all airport and handling fees which should be charged for 14 days operation of the Carrier according schedule of its flights. Carrier has to pay this pro forma invoice before first flight operated to Ostrava airport. This amount will be used only as the deposit in case of some unpaid invoices occur at the end of Carrier's operation. If there is/are some unpaid invoice/s during Carrier's operation than the settlement will be solved as specified in 7.4,

7.4 Deposit as specified in 7.3 will be returned in the same amount back to the Carrier after the end of Carrier's operation in case that all invoices issued during Carrier's operation are paid. If some invoice/s is/are unpaid after the end of Carrier's operation to Ostrava airport than deposit will be used for settlement of such invoice/s and final account status will be issued and pertinent remaining amount from deposit will be returned back to Carrier. In case that deposit will not cover unpaid invoice/s after the end of Carrier's operation than new final invoice with amount owed will be issued and send to Carrier for payment

Paragraph 8. Duration, Modification and Termination

8.1 Duration

8.1.1 Notwithstanding Sub – Articles 11.4 and 11.5 of the main agreement, both parties agree that this Annex B shall remain in force for three years, commencing from: 1st June 2023 to: 31st December 2026. Thereafter it shall continue in force until terminated by either party giving sixty days prior notice to the other party.

8.2 Termination

8.2.1 Notwithstanding Sub-Paragraph 9.1.1 of this Annex B, this Annex B may be terminated in case the Handling Company consistently fails to comply with the agreed quality standards. The carrier reserves the right to give to the handling company a notice, requesting for corrective actions. If after the agreed period the handling company fails to meet the agreed standards, then the carrier may terminate the agreement with a thirty (30) days written notice.

8.2.2 Notwithstanding Sub- Article 11.11 of the main agreement, the rates contained in Paragraph 1 and Paragraph 2 shall be fixed till end of IATA Winter Flight Schedule 2024 (Winter

FHA Initials	OSR Initials

2024). The fees listed in Paragraph 1 and Paragraph 2 can only be changed at the end of IATA Winter Flight Schedule. The first change to the fees in Paragraph 1 and Paragraph 2 can thus be made at the end of IATA Winter Flight Schedule 2024. The basis for the price change will be the average annual rate of inflation (months March to February of the relevant period), which is listed on the link https://www.czso.cz/csu/czso/mira_inflation, but a maximum of 10%.

8.2.3 Based on Sub-paragraph 8.2.2, the following procedure applies for changing the fees in Paragraph 1 and Paragraph 2:

- if the Handling Company does not announce its intention to change the amount of fees specified in Paragraph 1 and Paragraph 2 by 31st January of the given calendar year, the fees listed in Paragraph 1 and Paragraph 2 remain valid for the next period starting with the following IATA Summer Flight Schedule and ending with the subsequent IATA Winter Flight Schedule.
- notification of the intention must be sent to the Carrier in writing. The notice must contain all fees that the Handling Company intends to change, including the date from which the change in fees will be valid (start date of the IATA Summer Flight Schedule).

- the change in the amount of fees mentioned in Paragraph 1 and Paragraph 2 must be mutually agreed upon by both parties on the basis of Sub-paragraph 8.3 of this Annex B.

8.2.4 Based on Sub-paragraphs 8.2.2 and 8.2.3, the Handling Company may announce the first change in fees by 31st January 2024, with the understanding that this change will only apply from the IATA Summer Flight Schedule 2024.

8.3 Modification

8.3.1 Any modification to this Annex B shall be made by a written amendment signed by both Parties.

8.4 Publication

8.4.1 The Parties have agreed the Handling Company is entitled to let the handling rates according hereto to be entered into, or this Agreement to be entered into the Register of Agreements established by the Ministry of Interior in accordance with the Act No. 340/2015 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.

8.4.2 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. 89/2012 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.

8.4.3 The Contracting Parties identically state the data provided in the Paragraph 1, Sub - paragraph 1.2, Paragraph 2 and Paragraph 3 contain business secret and protected confidential information and, as such, they shall be excluded from any publication.

Paragraph 9. Notification

9.1 In accordance Sub-article 11.3 of the Main Agreement, any notice or communication to be given hereunder shall be addressed to the respective parties as follows:

To Carrier:

Freebird Airlines

Çobançeşme Mah. Sanayi Cad. Simetri Ofis No:60 Kat:4-5

34197 Bahçelievler - Istanbul

TURKEY

xxx

To Handling Company:

Letiště Ostrava, a.s.

Mošnov č.p. 401

742 51 Mošnov, Czech Republic

xxx

Paragraph 10. Governing Law

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

10.2 In accordance with Article 9 of the Main Agreement, courts for the resolution of disputes shall be the Courts of Czech Republic,

10.3 If the substantive jurisdiction for deciding the dispute is given by the district court, the matter will be heard by the District Court in Nový Jičín.

10.4 If the substantive jurisdiction for deciding the dispute is given to the regional court, the matter will be heard by the Regional Court in Ostrava.

Signed the:	Signed the:
At: Istanbul	At: OSR
for and on behalf of: Freebird Airlines	for and on behalf of: Letiště Ostrava, a.s.
By: xxx xxx xxx xxx	By: Mr. Jaromír Radkovský Chairman of the board Mr. Michal Holubec Vicechairman of the board