



# **Amendment No. 3**

# to the IATA STANDARD GROUND HANDLING AGREEMENT - SIMPLIFIED PROCEDURE

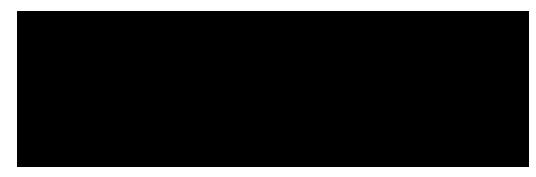
# ANNEX B1.3 – Location (s), agreed services, facilities and charges

(hereinafter "the Amendment")

# to the Standard Ground Handling Agreement (SGHA) of January 2008 The Carrier's No. of Contract: 324002168

The Handling Company's No. of Contract: 0415001677

between



hereinafter referred to as "the Carrier"

and

## Czech Airlines Handling, a.s.

having its principal office at Aviatická 1017/2, 160 08 Praha 6, the Czech Republic

VAT reg. No.: CZ699003361

registered in the Commercial Register maintained by the Municipal Court in Prague,

Section B, Insert 17139

represented by: Jiří Jarkovský, Chairman of the Board of Directors, and

Michal Soukup, Vice-Chairman of the Board of Directors

hereinafter referred to as "the Handling Company"

the Carrier and/or the Handling Company may hereinafter be referred to as "the Party(ies)"

valid as stated below

effective from 1<sup>st</sup> June 2017

Provided from location: Václav Havel Airport Prague (PRG), the Czech Republic

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#### Preamble:

Whereas the Parties:

- concluded Standard Ground Handling Agreement (Simplified Procedure) Annex B 1.3 Locations, Agreed Services and Charges to the 2008 Standard Ground Handling Agreement (SGHA) valid from June 1, 2015 (hereinafter referred to as the "Annex B 1.3"), as amended, and
- b) unanimously wish to alter the provisions of Annex B 1.3 as specified herein

Therefore by signing this Amendment both Parties have mutually agreed the following:

#### **ARTICLE I.**

The Parties hereby agree that Section 6 "SUPPORT SERVICES" of the Paragraph 1 "FACILITIES AND CHARGES" of the Annex B 1.3 shall be amended for the item 6.3 ULD Control and specified as follows:

- "6.3.1 (a) Arrange for storage space for ULDs
  - 1. passenger ULDs
  - 6.3.2 Take action to prevent damage, theft or unauthorized use of the Carrier's ULDs in the custody of the Handling Company. Notify the Carrier immediately of any damage or loss.
  - 6.3.3 (a) Take physical inventory of ULD stock and maintain records.
    - (b) Compile and dispatch ULD control messages
  - 6.3.4 Prepare ULD exchange control documentation for all transfers of ULDs and obtain signature(s) of the transferring and receiving carrier(s) or approved third parties and distribute copies
  - 6.3.5 Handle lost, found and damaged ULDs and notify the Carrier of such irregularities."

The prices of service items above shall be moved and stated in the Sub-Paragraph 2.2 "Additional charges" of Paragraph 2 "TAXES AND ADDITIONAL CHARGES" in Article II of the Amendment.

## **ARTICLE II.**

The Parties hereby agree that in the <u>Sub-Paragraph 2.2 of Paragraph 2</u> of Annex B 1.3 "TAXES AND ADDITIONAL CHARGES" the items 6.3.1 (a)(1), 6.3.2, 6.3.3 and 6.3.5 shall be added and specified as follows:

Service Item of Annex A	Service description	Price in CZK	Price per units
6.3.1 (a)(1)	Unit Load Device (ULD)	Prices per services	
6.3.2	Control specified as follows:	Frices per services	
6.3.3	Storage of passenger ULDs in		Per service
6.3.4	PRG		
6.3.5	ULD Management		

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#### **ARTICLE III.**

The Parties hereby agree that a new "PARAGRAPH 15 – TRADE SECRET" shall be added to the Annex B 1.3 and specified as follows:

### "PARAGRAPH 15 – TRADE SECRET

The Handling Company notifies the Carrier and the Carrier acknowledges that the Handling Company is a legal entity referred to in Section 2 para. 1 point n) of the Act no. 340/2015 Coll., on special conditions for the effectiveness of some contracts, publication of these contracts and register of contracts (hereinafter as "Register of Contracts Act") and according to the Register of Contracts Act private law contracts concluded with the Handling Company are subject to the publication in the register of contracts, a public administration information system administered by the Ministry of the Interior of the Czech Republic. Notwithstanding Article 2 of the Main Agreement both Parties agree with publication of Annex B 1.3 as amended in the register of contracts with the exception of the facts that constitute trade secrets.

Parties hereby jointly declare that:

- Annex B 1.3 of SGHA valid from 1<sup>st</sup> June 2015: Carrier's identity (in the heading, abbreviations in the wording, header/footer and signature page, in Sub-Paragraph 8.2, SUB-Paragraph 8.3 and Sub-Paragraph 8.5 of Paragraph 8 "SETTLEMENT OF ACCOUNTS", in Sub-Paragraph 12.1 and Sub-Paragraph 12.2 of Paragraph 12 "CONTRACTUAL NOTIFICATION"), charges in Sub-Paragraph 1.2 of Paragraph 1 "BASIC HANDLING CHARGES", charges in Sub-Paragraph 2.2 of Paragraph 2 "ADDITIONAL CHARGES", accounting surcharge in Sub-Paragraph 4.1. of Paragraph 4 "DISBURSEMENTS"; and
- Amendment No. 1 to Annex B 1.3 of SGHA valid from 1<sup>st</sup> April 2016: Carrier's identity (in the heading, header/footer and signature page), charges in Sub-Paragraph 1.2 of Paragraph 1 "BASIC HANDLING CHARGES"; and
- Amendment No. 2 to Annex B 1.3 of SGHA valid from as from the date of the signature by both Parties:
   Carrier's identity (in the heading, header/footer and signature page), charges in Sub-Paragraph 2.2 of Paragraph 2 "ADDITIONAL CHARGES"; and
- Amendment No. 3 to Annex B 1.3 of SGHA valid from as from the date of the signature by both Parties: Carrier's identity (in the heading, header/footer and signature page), charges in Sub-Paragraph 2.2 of Paragraph 2 "ADDITIONAL CHARGES"; and

form a **trade secret** within the meaning of Section 504 of Act No. 89/2012 Coll., Civil Code, as amended. Parties hereby jointly declare their obligation to protect all trade secrets specified hereinabove appropriately."

#### **ARTICLE IV.**

1. The other terms and conditions of the Annex B 1.3 of SGHA shall remain unchanged and fully applicable.





- 2. This Amendment becomes valid as of the date of the signature by the representatives of the Parties and effective as of 1<sup>st</sup> June 2017. Should any special applicable laws stipulates that this Amendment becomes effective as of the particular day at the earliest and such a particular day is subsequent to 1<sup>st</sup> June 2017, this Amendment becomes effective on such particular day at the earliest. For the avoidance of any and all doubts the Parties hereby mutually agree that they have followed all the rights and obligations stipulated herein commencing as of 1<sup>st</sup> June 2017 and that all the rights and obligations between the Parties that have arisen in the course of time period commencing on 1<sup>st</sup> June 2017 until the effectiveness of this Amendment shall be subject to the provisions of this Amendment.
- 3. This Amendment is executed in two (2) counterparts, whereas each Party receives one (1) counterpart.
- 4. The Amendment forms an integral part of Annex B 1.3.

Signed on 27 <sup>th</sup> June 2017	Signed on 27 <sup>th</sup> June 2017
at	at Prague
	for and on behalf of Czech Airlines Handling, a.s