

General agreement for the provision of handling services

hereinafter referred to as the "Contract"

Handling company contract number: 24136

between the following parties:

Letiště Ostrava, a.s.

Represented by: Jaromír Radkovský, Chairman of the Board of Directors
and
Ing. Michal Holubec, Vice-Chairman of the Board of Directors
ID: 26827719
DIC: CZ26827719
Registered office: p. 401, 742 51 Mošnov
Registered in the Commercial Register:
the Regional Court in Ostrava, Section B, Insert 2764
Bank account: Komerční banka, a.s.
Bank account number: 27-2504150247/0100
IBAN: CZ71 0100 0000 2725 0415 0247
Data box: z7fexxb

Hereinafter referred to as the "**Handling Company**"

and

ACH-AVIATION CLEARING HOUSE LTD.

Represented by:
ID: HE 443710
VAT: CY 60007588N
Registered office: Charalampou Mouskou 20, ABC Business Centre,
Office 101, PC8010, Paphos, Cyprus
Registered in the Commercial Register:
Cyprus Registrar
Beneficiary Bank Name: Revolut Bank UAB
Beneficiary Bank Address: Konstitucijos ave. 21B, LT-08130, Vilnius, Republic of Lithuania
Beneficiary Bank SWIFT Code: REVOLT21
IBAN: LT533250097522580116

Hereinafter referred to as "**ACH**"

This agreement applies to services provided at Ostrava Airport (OSR/LKMT)
Considering that:

Letiště Ostrava, a.s., se sídlem Mošnov č.p. 401, 742 51 Mošnov
Provozovatel Letiště Leoše Janáčka Ostrava a poskytovatel handlingových služeb
Společnost zapsaná v OR vedeném KS v Ostravě, odd. B, vl. 2764
www.airport-ostrava.cz



- (a) **The Handling Company** has the facilities, equipment, personnel and authority to provide check-in services at the above mentioned airport;
- (b) **ACH** is interested in having the **Handling Company** provide/ensure the required services/check-in services to **ACH** or **ACH's** customers, which are especially business partners also operating aircraft for their own or commercial purposes ("**ACH's** customers");

THE PARTIES AGREE AS FOLLOWS:

1. Handling services and payments

- 1.1. For one handling consisting of the arrival and subsequent departure of the same aircraft, the **Handling Company** shall provide or arrange for the provision of the following services for **ACH** or for **ACH's** customers, in proper quality:
- a) standard handling services associated with the arrival/departure of the aircraft as stated in the price list of the Handling Company for individual types of Handling fees.
 - b) providing/ordering fuel refills (included in the trade fee),
 - c) other handling services provided by the handling company, at the request of **ACH**
 - d) third-party services provided by the handling company, at **ACH's** request - services such as passenger and crew transport from/to the airport, provision of accommodation, provision of on-board refreshments, etc.

The above services will be provided at the prices listed in the Price List of the **Handling Company**. The handling company is entitled to change or supplement the Price List and shall provide notice of such changes at least 30 days in advance. The currently valid Price List will be provided to **ACH** at the same time as this contract is signed, and at the same time the currently valid Price List for **ACH** will be available at any time upon request.

- 1.2. The **handling company** shall send **ACH** an electronic invoice for all services provided on one flight of **ACH** or a customer of **ACH**, consisting of the arrival and subsequent departure of one aircraft (hereinafter referred to as the "rotation"), without undue delay after the completion of the rotation, but no later than five (5) working days to the address:

email address

Each invoice must contain:

- Aircraft registration
- Arrival and departure dates
- Flight number (arrival and departure)
- Detailed breakdown of services provided

- 1.3 The invoice shall be issued in Euros (EUR) and shall be due 17 days from the date of issue.

- 1.4 The invoice must contain all the above-mentioned data and must meet all the requirements of a tax document. If the invoice received does not contain the elements of a tax document within the meaning of Act No. 235/2004 Coll., the Value Added Tax

Act, as amended, or the mandatory elements under this Agreement, **ACH** is entitled to return the invoice to Handling Company for completion or correction before the due date. By rightful return of the invoice, the original due date shall cease to run and the corrected or completed invoice shall contain a new due date.

- 1.5 Payments will be made by bank transfer, where payment is understood to be the crediting of the relevant amount to the account of the Handling Company – **Letiště Ostrava**

2. Notification and delivery, communication and monitoring

- 2.1 All notices, requests and other communications given by either party pursuant to this Agreement shall be given by email, fax, data mailbox or telephone. If this Agreement requires or would be customary in the ordinary course of business for notice or delivery to be made in paper form, it shall be deemed to be duly given when delivered to the other party personally, by courier or by registered mail, return receipt requested, at the addresses set forth below, to the hands of a representative of the applicable party:

- (a) Notification to **ACH**:

E-mail: xxx

Tel: xxx

Address for service of documents:

Dzirnieku street 15, Riga Airport

Marupoe district, LV-1053

Latvia

- b) Notices to Handling Company:

E-mail: xxx

Tel: xxx

Data box: z7fexxb

Fax: xxx

Address for service of documents:

Letiště Ostrava, a.s., no. 401, 742 51 Mošnov

All notices given in accordance with this Agreement shall be deemed to have been delivered: in the case of personal delivery or delivery by courier service, on the date of physical receipt by the addressee; in the case of registered mail, on the date of physical receipt by the addressee.

- 2.2. **ACH** shall send a request for check-in no later than 12 hours before the arrival/departure of the aircraft. In the event of a check-in request being sent in less than 12 hours, the **Handling Company shall make the necessary arrangements** to ensure that the check-in is carried out to the extent required. If it is not possible to provide certain services to the extent requested, the **Handling Company** will inform

ACH without undue delay. The request for clearance will be sent to one of the contacts listed below (email address is preferred):

Email: xxx
Fax: xxx
SITA: OSRCZ7X

The **handling company** will confirm the request without undue delay to one of the contacts listed below (email address is preferred):

Email: xxx
SITA: RIXFCXH

2.3. If necessary, the **Handling Company** will provide the necessary authorization for access to the aerodrome area for the employee(s) of **ACH**. **ACH** shall provide, at the request of the Handling Company and with the necessary advance notice, the **details** of the personnel delegated to issue the necessary entry clearances.

2.4. The **Handling Company** is obliged, at **ACH's** request, to provide English-speaking handling staff responsible for the check-in process, whose duties include:

(a) Ensure the smooth communication and distribution of flight and other documentation between **ACH** and the individual operator crews, in particular flight plans, weather information, overflight and landing information, changes to flight plans, etc.

(b) Assist in the resolution of potential operational problems to the best of their technical/operational and personnel capabilities.

c) Be available on mobile phone 24 hours a day/7 days a week.

2.5. In the event that **ACH** does not delegate a staff member(s) for a given flight, the **Handling Company** is responsible for coordinating the handling/clearance and all other services "remotely" (telephone, email, fax).

For this purpose, the following operational contacts for both parties are provided:

Handling company

Email: xxx and in copy xxx
Tel: xxx
Mobile: xxx

ACH

Email: xxx
Mobile: xxx

3. Final provisions

- 3.1 This contract is concluded for an indefinite period of time.
- 3.2 This Agreement shall enter into force on the date of its signature by both Parties and shall become effective upon publication in the Register of Contracts.
- 3.3 This Contract may be terminated by agreement of both Parties. Either party may also terminate this Agreement at any time without giving any reason, the period of notice being three months and commencing on the first day of the calendar month following the month in which written notice is given to the other party.
- 3.4 The Parties declare that they have been informed of the obligation to publish this Contract in the Register of Contracts established by the Ministry of the Interior in accordance with Act No. 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (hereinafter referred to as the "Act on the Register of Contracts") and express their consent to such publication, including the publication of personal data within the meaning of Act No. 110/2019 Coll., on the Processing of Personal Data.
- 3.5 The Parties agree that none of the data in the Contract contains trade secrets and protected information that would have to be excluded from publication.
- 3.6 Publication of this Agreement in the Register of Contracts in accordance with the Act on the Register of Contracts shall be ensured by Handling Company.
- 3.7 Changes to the above contact details shall be communicated by the party to whom the change relates to the other party in **documentary form**, provided that the change of contact details shall take effect in relation to the other party upon delivery of such communication.
- 3.8 The Parties agree that any information disclosed by the Parties to each other during the term of this Agreement shall be deemed to be confidential information and neither Party shall disclose such information to any third party without the consent of the other Party or use it contrary to its purpose for its own purposes, **except as provided by law.**
- 3.9 This Agreement shall be executed in two (2) counterparts, each of the parties to this Agreement receiving one copy.
- 3.10. Any amendments or additions to this Agreement may be made only by written, numbered amendments signed by both parties.
- 3.11. The rights and obligations of the Parties in relation to any matters not covered by this Agreement shall be governed by the relevant provisions of the Civil Code and other generally binding legal regulations in force in the Czech Republic.
- 3.12 The parties to this Contract declare that they have read this Contract and agree with its wording and confirm that this Contract has been made on the basis of correct information and the sincere and free will of the parties, that it has not been made under duress or on unilaterally disadvantageous terms and affix their signatures in proof thereof.

In, date

In, date

On behalf of
ACH-AVIATION CLEARING HOUSE LTD.

On behalf of the Handling company:

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xxx

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Jaromír Radkovský
Chairman of the Board of Directors

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Ing. Michal Holubec
Vice-Chairman of the Board of Directors