

General Agreement

Agreement on Temporary Assignment of Employees No. CSAT/2018/600

Contracting parties

Czech Airlines Technics, a.s.

registered office: Praha 6 - Ruzyně, Jana Kašpara 1069/1, PSČ 16008

represented by: Mr Pavel Haleš and Mr Ivan Píkl

company identification No.: 271 45 573

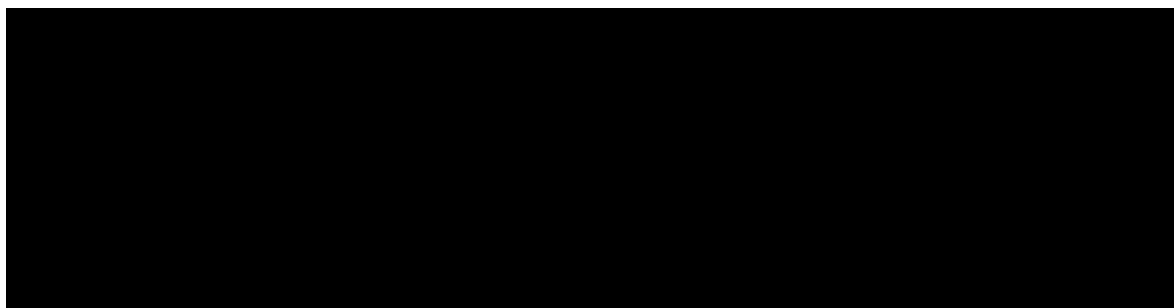
tax ID No.: CZ 699003361

bank details: CITIBANK EUROPE, plc.

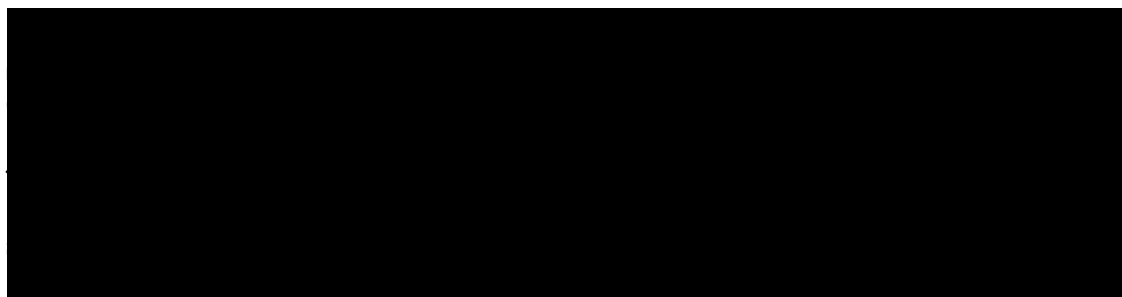
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incorporated in the Companies Register kept by the Municipal Court in Prague, Section B, Insert 9307
(hereinafter referred to as the “User”)

and



conducting its business in the Czech Republic through



(hereinafter referred to as the “**Employment Agency**” or “**Agency**”)

(the contracting parties, i.e. the Employment Agency and the User are hereinafter jointly referred to as the “**Parties**” and individually as the “**Party**”).



I

Preamble

1. On the below day, month and year, under Act No. 89/2012 Coll., Civil Code as amended (hereinafter referred to as the "**Civil Code**"), and under the provision of Section 308 et seq. Act No. 262/2006 Coll., Labor Code, as amended (hereinafter referred to as the "**Labor Code**"), the Parties concluded this **General Agreement on Temporary Assignment of Employees** (hereinafter referred to as the "**Agreement**").
2. The Agency is a commercial company, whose subject of business includes but is not limited to the employment mediation, and which intends to provide the below specified fulfillment to the User.

II

Subject of Performance

1. The subject hereof is the Agency's commitment based on a written order of the User, whose template forms Annex No. 1 hereto (hereinafter referred to as the "**Order**"), to temporarily assign to the User the Agency employees specified in the Order and in Annex No. 2 hereto who are employed on the basis of an employment contract or agreement to perform work (hereinafter referred to as the "**Agency Employees**"), and the commitment of the User to pay to the Agency the agreed price for this fulfillment under the terms stated in Art. IV hereof.
2. The Agency declares that it is entitled to conduct business which includes but is not limited to employment mediation, pursuant to the decision of the General Directorate of the Labor Office, ref. No. UPCR-2017/106256/5 dated 8.1.2018, whereby the Agency obtained the license to mediate employment under Section 14 par. 3b) and Section 60 par. 1 Act No. 435/2004 Coll., Employment Act, as amended by subsequent regulations (hereinafter referred to as the "**Decision**"), and is therefore entitled to conclude this Agreement.
3. The Agency shall assign the Agency Employees to temporary work for the User pursuant to this Agreement, a partial agreement on temporary assignment of an Agency Employee concluded between the Agency and the User (hereinafter referred to as the "**Partial Agreement**") and pursuant to a written instruction of the Agency to the relevant Agency Employee assigned to the User.

III

Terms of Performance

1. 

[Redacted]

2. The Agency undertakes to assign the Agency Employees for temporary work at the User on the basis of the Order. If the User accepts the Offer, it shall send an e-mail with the Order to the Agency through its Authorized Person defined in par. 5 of this Article (hereinafter referred to as the **“User’s Authorized Person”**) to the electronic address of the Agency: `socium@mane.co.uk`. User undertakes to send the Order to the Agency sufficiently in advance before the required date of commencement of work of the temporarily assigned Agency Employee at the User, however, no later than 3 (three) business days before the required date of commencement of the work, stated in the User’s Order.

3. The Order shall become binding upon the Agency by delivery of the Order confirmation (the Order confirmation) to the Agency. The Agency shall be liable for the settlement of the price for provided services for more than 60 days after the maturity date.

4. [Redacted]

5. The User’s Authorized Persons for issuing the Orders under par. 1 of this Article shall be the following User’s employees:

[Redacted]

The User’s Authorized Persons specified in par. 5 of this Art. III and their contact details shall be effective until a change of an Authorized Person and his/her contact details are communicated to the Agency in writing. Until then, the Agency shall use the known contact details of the User’s Authorized Persons.

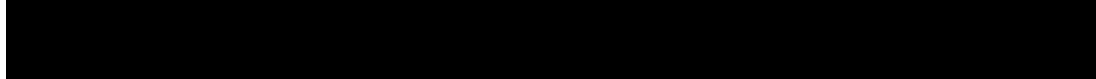
6. In case the Agency finds out after the conclusion of the Partial Agreement that it shall not be able to comply with the date of work commencement or another condition of temporary assignment of the Agency Employees for work at the User, the Agency shall notify the User thereof with a proposal of a possible solution to the User’s Authorized Person’s electronic address without undue delay, no later than by the second business day after finding out. The User shall be entitled to accept the alternative solution of its demand if convenient; otherwise the Agency shall be liable for damage caused by the non-compliance with the Partial Agreement.

[Redacted]

7.



8. The User undertakes to use the data and information about Agency Employees obtained from the Agency solely for its own purposes and shall not disclose them to third parties /except its sole shareholder, Český Aeroholding, a.s., identification No.: 24821993, registered office at Prague 6, Jana Kašpara 1069/1, post code 160 08 (hereinafter referred to as "Český Aeroholding") and its staff/; the treatment of personal data of the Agency Employees obtained from the Agency shall be governed by applicable legal regulations of the Czech Republic. The Agency declares that it has a proper consent from the Agency Employees to provide their personal data to the User for the purpose of employment mediation and that it informed the Agency Employees about the purpose and methods of transfer of their personal data.
9. A particular Agency Employee shall be temporarily assigned to work at the User upon a written call made in accordance with the provision of Section 309 par. 2 Labor Code.
10. The data under Section 308 par. 1 a) – f) Labor Code shall be specified in the individual Partial Agreements or in the Orders and corresponding Order Confirmations.
11. The User is obliged to inform the temporarily assigned Agency Employees of all legal and other regulations that shall be binding upon them during their work, and with safety and fire protection regulations and working procedures of the User. The User undertakes to provide training on occupational health and safety in the extent stipulated by statutory requirements for the temporarily assigned Agency Employees no later than on the commencement day; however, not earlier than upon assigning the first working task to an Agency Employee.
12. The Agency contact person for the purposes of coordination, inspection, reports and confirmation of work of the temporarily assigned Agency Employees is:

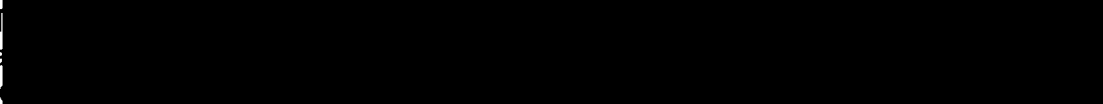
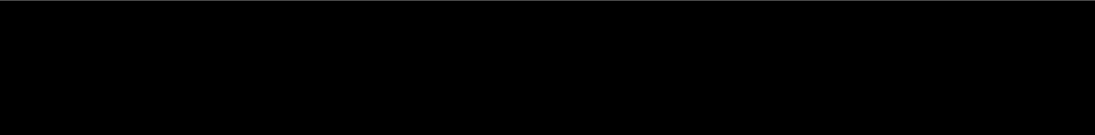


The User shall hand over Orders, requirements, and the Agency Employees' work logs to the Agency, resolve insured accidents caused by the temporarily assigned Agency Employees etc. through the Agency Contact Person. The Agency undertakes to maintain contact with the User through the Contact Person by personal talks, via e-mail, telephone landline or mobile phone, and as the case may be, via other means always depending on the situation.

13. Upon an appointment with the User, the Agency is entitled to make an inspection of work of a temporarily assigned Agency Employee and of his working conditions provided by the User.
14. The User is obliged to keep records of working hours of the temporarily assigned Agency Employees, confirm the number of hours worked in the work log to the individual temporarily assigned Agency Employees, specify duration and nature of obstacles in the work on part of an Agency Employee or the User, and any other facts that may influence the amount and composition



of the wage, wage compensation and other potential entitlements provided to the temporarily assigned Agency Employees in connection with their work.

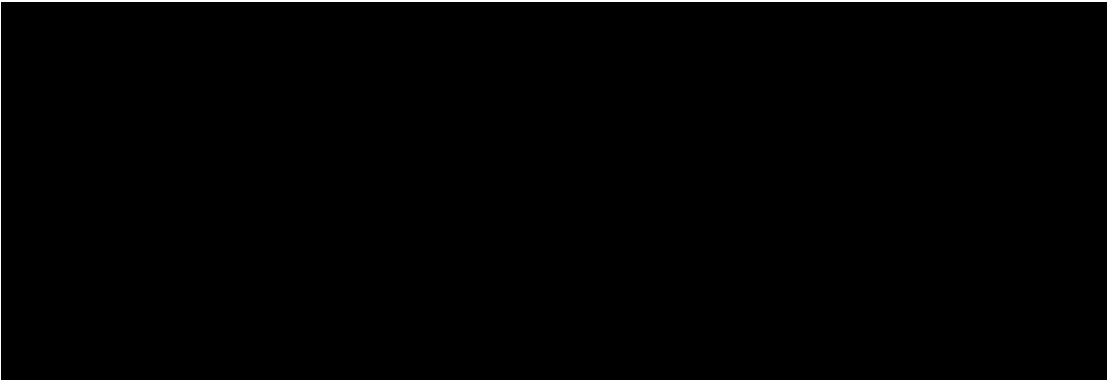
15. 
16. 
17. In the event of damage to be compensated for by the Agency under par. 16 of this Article, the User undertakes to write a damage report with the Agency Employee concerned in the presence of the Agency.
18. If the situation requires, the Agency undertakes to conclude an agreement on material liability concerning entrusted items of value, which must be accounted for by an Agency Employee, under the provision of Section 252 et seq. Labor Code; the nature of liability with regard to the needs of the User shall be precisely defined in such agreement. The provision of Section 309 par. 7 shall not be affected thereby. The User undertakes to adopt measures for upgraded protection of its property if the situation requires, i.e. to conclude an agreement with the temporarily assigned Agency Employee (hereinafter referred to as the “Measure”). The Measure must not be less advantageous for the temporarily assigned Agency Employee than the case is under the provisions of Sections 252-256 Labor Code.
19. The Agency hereby declares that it has concluded employer's liability insurance covering damage involved in the industrial injury or occupational disease under applicable legal regulations. The Agency hereby declares that it has concluded third-party liability insurance and insurance of the Agency's property which also covers damage caused to the User by a temporarily assigned Agency Employee and that the insurance coverage under such policies is sufficient to cover damages possibly caused by a temporarily assigned Agency Employee, taken into account the kind of work he performs.
20. If an industrial injury or harm to health of a temporarily assigned Agency Employee occurs or if an industrial injury or harm to health caused by a temporarily assigned Agency Employee to another person occurs, the User undertakes to deliver an industrial injury report and as the case may be, a report on breach of safety regulations to the Agency.
21. No later than on the day hereof, the Agency shall prove to the User that it has concluded a policy with the limit of indemnity of at least USD 2 000,000 from all insured accidents occurred in one insurance year for general third-party liability for damage caused in connection with performance of work which is the subject hereof. The insurance terms must not be less advantageous than usual terms of this type of insurance provided to persons performing similar work in the Czech Republic. By the execution hereof, the Agency also undertakes to maintain the insurance in the same or larger extent until the expiry of the contractual relation established hereby. The Agency shall submit to the User upon its request evidence of effectiveness of such insurance within two (2) business days of such request. The Agency is not entitled to reduce the limit of indemnity or substantially change the terms of the policies under this Article to the detriment of the User without a prior written consent of the User.
22. In the event of temporary assignment of Agency Employees who are foreign nationals under Act No. 435/2004 Coll., Employment Act, as amended by subsequent regulations (i.e. EU citizens), the Agency shall arrange all formalities and statutory requisites related to the stay, employment and work performance of such Agency Employees in the Czech Republic and at the User.

23. The Agency guarantees that the temporarily assigned Agency Employees have collected all necessary criminal records for starting the background checks process and have submitted application form to the CAA (point 1. and 2 of the Annex No. 4 hereto) before the date of work commencement. Without meeting these conditions, the User may refuse to accept such an Agency Employee. In such a case the Parties shall proceed in accordance with Article III par. 7 of this Agreement.

IV

Price, Payment Terms and Sanctions

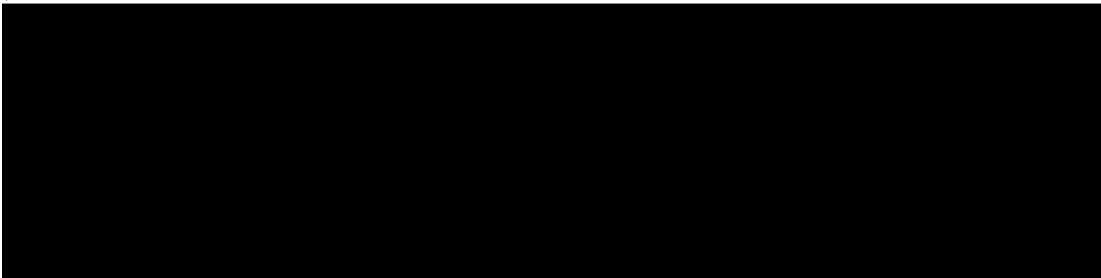
1. The price for one week of the fulfillment provided under Art. II par. 1 hereof is determined as a sum of the fee agreed by the Parties for temporary assignment of individual Agency Employees multiplied by the number of hours worked and other agreed costs. Precise specification of the price forms Annex No. 3 hereto.

2. 

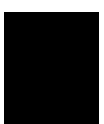
3. The value added tax in the amount prescribed by applicable legal regulations valid and effective at the time of taxable supply shall be added to the price for the fulfillment calculated by the Agency in accordance with this Article. The User hereby undertakes to settle the price for the fulfillment and the value added tax.

The invoice must meet the requirements of a tax document in accordance with Act No. 235/2004 Coll. on Value Added Tax (hereinafter referred to as the "VAT Act") and shall be sent to the User to the address: invoice@csatechnics.com (hereinafter referred to as the "Billing Address"). The User agrees to the issue and delivery of the invoice (tax document) electronically in pdf format.

4. 


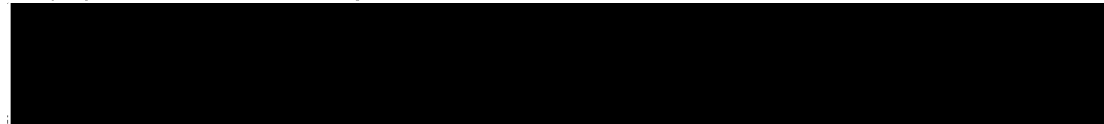
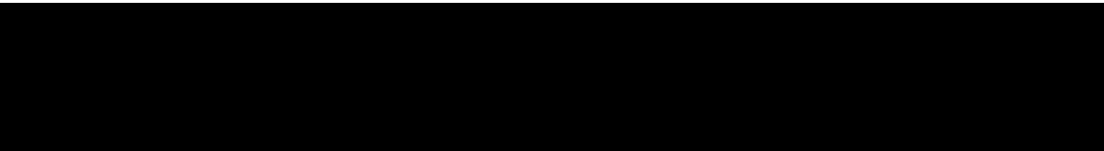
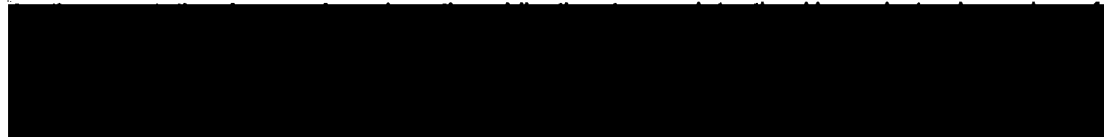
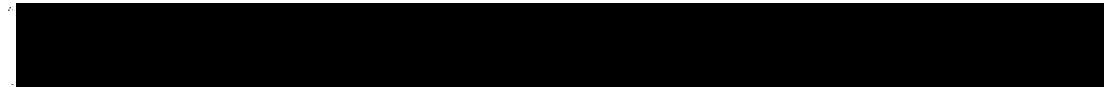
5. 

6. In the event that under the VAT Act, the Agency:
- a) is identified by the tax administrator as an unreliable payer, or



- b) claims the payment for the taxable supply provided under this Agreement to a bank account which has not been published by the tax administrator in the method enabling remote access or to a bank account kept by the provider of payment services outside the territory of the Czech Republic,

the User shall be entitled to pay only the price for the taxable supply received without the VAT to the Agency's bank account. The User is entitled to pay the VAT directly to the relevant tax administrator's account. In such case, the amount corresponding to the VAT shall not be considered an unpaid liability toward the Agency; the Agency shall not be entitled to claim the payment of the VAT or apply any contractual sanction, interest on late payments or contractual penalties. The User shall inform the Agency on application of this procedure no later than as of the date of the price settlement.

- 7. 
- 8. The Agency undertakes to temporarily assign the number of Agency Employees that has been ordered in advance for the period concerned, and the assigned Agency Employees shall subsequently work the required number of shifts/hours in the minimal scope of 100 % of the User's requirement is declared.
- 9. The Agency shall use all reasonable endeavours to ensure an adequate availability of Agency Employees is maintained throughout the duration of supply.
- 10. 
- 11. 
- 12. 
- 13. The User is entitled to unilaterally offset its receivable in the Agency for the payment of the contractual penalties under this Article against the Agency's receivable in the User for payment of the price or any other monetary fulfillment from this Agreement.
- 14. 
- 15. The User's right to claim the payment of full compensation for damage incurred by the User in consequence of breach of any contractual obligation secured by the contractual penalty under this Agreement shall not be affected by the payment of the contractual penalty. If any legal regulation sets a penalty for breach of contractual obligations (at any time during the term of this Agreement), such entitlement shall not affect the User's right to the full compensation for damage.
- 16. In case the Agency is to pay any financial amount bearing interest to the User, the Parties expressly agree that interest on interest may be claimed.
- 17. In the event that: more articles of this Agreement have been breached by one circumstance, and the Agency should pay the contractual penalties under two or more provisions hereof, the Agency

shall be obliged to settle to the User only the contractual penalty under the provision which determines a higher contractual penalty.

V

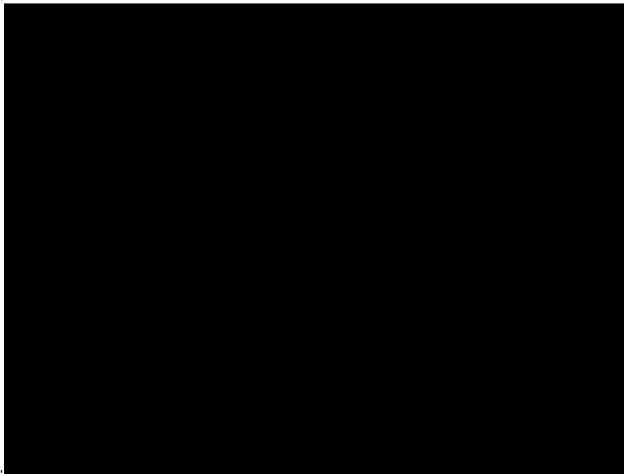
Confidentiality of Documents and Information

1. The Parties undertake to maintain secrecy of all confidential information obtained in the course of the performance hereof or in connection herewith and shall bind their employees with the same obligation. Confidential information under this Agreement mean all oral and written information (including in the electronic form) that is provided by one Party to the other in connection with activities under this Agreement. Confidential information shall also include the personal data of the Agency Employees provided to the User on the grounds of performing this Agreement. Confidential information shall also include all other information provided to the other Party that has been designated as confidential by the disclosing Party.
2. The User undertakes to process personal data of the temporarily assigned Agency Employees in compliance with Act No. 101/2000 Coll., on the Protection of Personal Data and on amendment of certain acts, as amended by subsequent regulations, not to disclose them to third parties (except its sole shareholder, Český Aeroholding, a.s., and its staff) and to destroy the personal data of the temporarily assigned Agency Employees after the reason for their processing has ceased to exist. The Agency provides the data to the User for the purpose of performance hereof, including but not limited to enabling access of the temporarily assigned Agency Employees to the User's plant, attendance records in the attendance monitoring system etc.
3. The User undertakes not to provide information about the temporarily assigned Agency Employees to a third person without a prior consent of the Agency. The Agency grants its consent to the provision of personal data of the temporarily assigned Agency Employees to Český Aeroholding, a.s. and its staff.
4. Without the prior written consent of the other Party, none of the Parties may provide confidential information to any third party, except for the cases, where:
 - a) the Parties are obliged to do so on the basis of law or final and conclusive decision of a court or administrative authority; or
 - b) the confidential information in question is already publicly available in compliance with the applicable legal regulations or with this Agreement, and/or
 - c) such information is disclosed to persons that are part of the same concern under Section 79 et seq. Act No. 90/2012 Coll., Business Corporations Act, as amended, or to persons that have the obligation to maintain secrecy by operation of law; and/or
 - d) the other Party gives its written consent to the disclosure of particular confidential information.
5. The obligation of confidentiality and protection of confidential information under this Agreement shall survive the termination hereof.

VI

Delivery of Documents

1. The Parties agree that the following contact details shall be used for the performance hereof:
 - Contact details of the Agency:



The contact persons specified in par. 1 of this Article and their contact details shall remain effective until a change of the contact person and his/her contact details are communicated to the Party in writing. All notices between the Parties shall refer to the identification number of this Agreement, entered on the first page hereof.

2. Unless stipulated otherwise herein, the Parties undertake to make all notices, requests and other communication under this Agreement in writing. Documents shall be considered duly delivered if they are delivered to the other Party in person, by courier service providing verification of delivery, by registered letter to the addresses of the Parties, as these addresses and connections are specified in the heading hereof, or to another address and connection communicated by the respective Party to the other Party in the manner under this provision. All notices made under this Agreement shall be deemed delivered:
 - a) on the day of their physical receipt by the addressee in the case of personal delivery or delivery by courier service; or
 - b) on the day entered on the return receipt in the case of delivery by registered letter; or
 - c) on the third day after the provable dispatch, if the Party at the mailing address valid under this Agreement or as registered in the Companies Register fails to accept the consignment (including the registered letter).

VII

Temporary Assignment of Agency Employees

1. The User (or a person authorized by the User in writing) shall set work tasks to the Agency Employees, organize, manage and check their work, issue instructions and ensure occupational health and safety. The User shall negotiate any and all important changes in the type of work or working conditions solely with the Agency and not with the Agency Employees. However, the User cannot enter into legal acts concerning the Agency Employees on behalf of the Agency.
2. The Agency is responsible for training necessary for the performance of work of the Agency Employees at the User, with the exception of training ensuing from the required qualification stated in the User's Order that must be met by the Agency Employee on the commencement of employment with the Agency (e.g. license to operate a forklift, welding license etc.). The User undertakes to provide training on occupational health and safety for the Agency Employees in the extent of statutory requirements (on the day of commencement of the Agency Employee's work at the User, however no later than before the assignment of work). The User shall provide the necessary personal protective means and working aids to the Agency Employees free of charge.



3. The User is entitled to make sure that the Agency Employee is fit for the work in terms of the User's specific requirements.
4. The temporary assignment of individual Agency Employees shall be terminated upon expiry of the period for which it was concluded under the particular Partial Agreement and also by an agreement on termination of the temporary assignment, concluded between the Agency and the Agency Employee, whose conclusion shall be promptly communicated to the User, and by a unilateral statement of the User or the temporary assigned Agency Employee. The termination of temporary assignment of individual Agency Employees shall not cause invalidity or termination hereof.
5. The temporary assignment may be terminated before the lapse of its planned period even without giving reason for such early termination by a unilateral written statement (hereinafter referred to as the "**Statement**"):
 - a) of the User or
 - b) of the temporarily assigned Agency Employee.

The first name and surname, personal number, if any, job, date of early termination of the temporary assignment and, as the case may be, the reason for the termination of the temporarily assigned Agency Employee shall be specified in the Statement.

6. The Statement of the temporarily assigned Agency Employee must be delivered to the Agency no later than 4 calendar days before the date of termination of the temporary assignment. The temporary assignment shall end after the lapse of 3 calendar days of the day of delivery of the Statement of the temporarily assigned Agency Employee to the Agency, unless a later date is specified in the Statement. If there are reasons for immediate termination of employment by a comparable employee of the User under Section 56 Labor Code, the temporary assignment shall end on the business day following the delivery of the Statement to the Agency. The existence of reasons for the termination of the temporary assignment by the Statement shall be proved by the temporarily assigned Agency Employee to the Agency. The Agency shall inform the User of the Statement of the temporarily assigned Agency Employee delivered to the Agency no later than on the business day following the delivery of the Statement to the Agency.
7. In cases where the conditions for immediate termination of employment by the employer under Section 55 Labor Code have been met, the temporary assignment shall end on the business day following the delivery of the User's Statement to the Agency. In other cases, the temporary assignment shall end after the lapse of 3 calendar days of the day of the delivery of the User's Statement to the Agency.
8. In the event of the termination of temporary assignment of a particular Agency Employee, the Agency shall promptly replace such Agency Employee with a new Agency Employee, approved by the User in advance, so that smooth operation of the User's business is not interrupted.
9. Except of cases where the temporary assignment of the Agency Employee shall be prematurely terminated by an Agency Employee for reasons for which a comparable employee of the User could immediately terminate employment under Section 56 Labor Code and cases where the temporary assignment of an Agency Employee is prematurely terminated by the User without giving the reason, all costs related to the replacement of the Agency Employee under par. 8 of this Article shall be borne by the Agency. The Agency undertakes to settle in particular the costs of the air ticket for the departure of the Agency Employee whose temporary assignment to work at the User ends prematurely, and the air ticket for the arrival of a new Agency Employee.

VIII ..
Other Provisions

1. The User declares that working and wage conditions of a temporarily assigned Agency Employee under individual Partial Agreements are not / shall not be worse than the conditions of a comparable employee of the User are / would be.

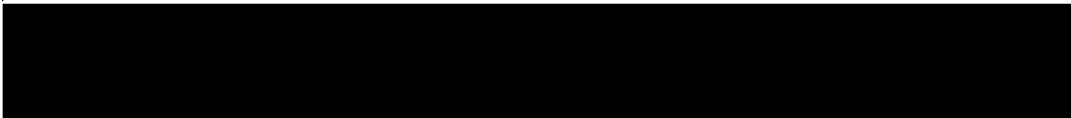
IX
Agreement Termination

1. This Agreement may be terminated:
 - a) by written agreement of the Parties as of the date specified in the agreement, or
 - b) by written notice of withdrawal given by either Party, including without reason, with the notice period of 3 months, which shall commence on the first day of the month following the delivery of the notice to the other Party.

In the event that the Partial Agreement or the fulfillment provided under such agreement exceeds the stipulated notice period (specified in par. 1b) of this Article), this Agreement shall be terminated as of the day of termination of the relevant Partial Agreement.

2. The individual Partial Agreements shall not be deemed subordinate contracts under the provision of Section 1727 Civil Code. Expiry of a certain Partial Agreement otherwise than by fulfillment therefore shall not result in expiry of this Agreement and/or of other Partial Agreements concluded pursuant hereto. Rights and obligations of the Parties not expressly regulated in the individual Partial Agreement shall be fully governed by this Agreement.

X
Final Provisions

1. This Agreement becomes valid and effective on the day of its execution by both Parties.
2. 
3. The temporary assignment fees will be reviewed annually with regard to market conditions.
4. The Parties shall assume the risk of change in circumstances under Section 1765 par. 2 Civil Code.
5. The Agreement is drawn up in three (3) counterparts with the validity of the original, of which the Agency shall receive one (1) copy and the User shall receive two (2) copies.
5. Any modifications and amendments hereto may only be made in the form of written amendments signed by both Parties.
6. The Agreement and all relations related hereto shall be governed by the laws of the Czech Republic, in particular by the Civil Code and the Labor Code.
7. The User informs the Agency and the Agency acknowledges that the User is a person stated in Section 2 par. 1n) of Act No. 340/2015 Coll., on special conditions of effectiveness of certain contracts, publication of such contracts and on the register of contracts (Act on Register of Contracts).

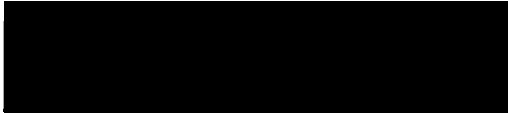
8. The Parties declare that the facts mentioned in annex 1 art.2, 5-7 and 13-15, annex 2 and annex 3 the Agreement form a trade secret under the provisions of Section 504 Civil Code and they undertake to maintain its secrecy and protect it through adequate methods. For the avoidance of doubt the Parties declare that other facts stated in this Agreement and its annexes than facts stated in this provision shall not be deemed a trade secret. For the purposes of the Partial Agreements concluded pursuant hereto, the Parties agree that they shall consider the facts stated in this paragraph hereof a trade secret or, as the case may be, they shall consider as a trade secret the facts expressly designated as such in the Partial Agreements.
9. If any of the provisions hereof becomes invalid or unenforceable, it shall not affect the validity and enforceability of the other provisions hereof. The Parties undertake to substitute such an invalid or unenforceable provision with a new provision, which shall correspond to the intention expressed by the original provision and by this Agreement as a whole.
10. The termination hereof shall not affect the entitlement of the Parties to the compensation for damage, the contractual penalty stipulated in this Agreement, or other claims which, under this Agreement or due to their nature, should survive the termination hereof.
11. The Agency is not entitled to assign any rights from this Agreement or a part thereof to a third party without the prior written consent of the User.
12. The Parties expressly and irrevocably agree that the User is entitled to offset its receivable in the Agency against the Agency's receivable in the User at any time. The Agency is entitled to offset its receivable in the User against the User's receivable in the Agency solely pursuant to a written agreement between the Parties.
13. The Parties shall comply with generally binding legal regulations of the Czech Republic. The Party that breaches this obligation shall compensate the other Party for damage incurred and for any potential penalties and sanctions imposed by the competent governmental or administrative bodies.
14. The Parties agree that they shall settle possible disputes or ambiguities arisen from this Agreement primarily by negotiations aiming at reaching a mutually acceptable solution. In case the Parties fail to reach agreement, the dispute shall be resolved by a Czech court with the relevant jurisdiction under Act No. 99/1963 Coll., Civil Procedure Code, as amended by subsequent regulations. The Parties agree on the territorial jurisdiction of a general court of the User under Act No. 99/1963 Coll., Civil Procedure Code, as amended by subsequent regulations.
15. The following annexes form an integral part hereof:
 - Annex No. 1 – Order template
 - Annex No. 2 – Specification of services
 - Annex No. 3 – Price calculation
 - Annex No. 4 - Background check certificate

In Prague on *12/JAN/2018*

London
In on *12.01.2018*

For the User: *Czech Airlines Technics*

For the Agency: 


.....
Paavel Hales
Chairman of the BoD

Ivan Pizl
Member of the BoD

.....

.....

A handwritten mark or signature in the bottom right corner of the page, consisting of a vertical line followed by a looped flourish.

Annex No. 1 – Order template

Czech Airlines Technics, a.s.

registered office: Praha 6 - Ruzyně, Jana Kašpara 1069/1, PSČ 16008

represented by: Pavel Haleš

company identification No.: 271 45 573

tax ID No.:

bank details:

account No.:

incorporated in the Companies Register kept by the Municipal Court in Prague, Section B, Insert 9307

("User")

Pursuant to the General Agreement on Temporary Assignment of Employees No., concluded by and between the User and, company identification No.:, with its registered office at,, post code8, incorporated in the Companies Register kept by the ... Court in Prague, Section ..., Insert ... (hereinafter referred to as the "**Agency**") on (hereinafter referred to as the "**General Agreement**"), we hereby request temporary assignment of Agency Employees for temporary work under Section 308 et seq. Act No. 262/2006 Coll., Labor Code, as amended (hereinafter referred to as the "**Labor Code**").

1. **Type of work (capacity, post):**
2. **Job description:**
3. **Risks involved:**
4. **Work category (under Act No. 258/2000 Coll., on Protection of Public Health and on amendment of certain related acts, as amended by subsequent regulations):**
5. **Number of requested employees:**
6. **Date of requested work commencement:**
7. **Duration of temporary assignment:**
8. **Place of work:**
9. **Department:**
10. **User's manager authorized to set work tasks to the Agency Employee, check and confirm work performed:**
11. **Required qualification:**
12. **Required medical fitness:**
13. **Required technical and other means of the employee:**



14. Working and wage conditions of a minimally comparable employee:

- a. Working hours for an employment contract / agreement to perform work: employment – basic working hours are 37.5 hours a week plus overtime work / for an agreement to perform work – on average half of the set weekly working hours
- b. Working hours distribution: uneven
- c. Operation: non-stop
- d. Schedule of breaks for lunch and rest:
- e. Work clothes/Work aids:
- f. Wage / consideration:
 - i. gross wage:
 - ii. variable wage component:
 - iii. extra pay for – overtime:
 - night work:
 - unfavourable working environment:
 - Saturdays and Sundays/holiday:
 - iv. remuneration for being on call:
 - v. bonuses and rewards:
 - vi. other
- g. Holiday (leave):
- h. Catering:
 - catering facilities:
 - luncheon voucher:
 - catering allowance:
- i. Reimbursement of expenses:
- j. Other comparable conditions:

15. 

Annex No. 1: List of temporarily assigned Agency Employees (the name or names, surname, and maiden name, if appropriate, citizenship, date and place of birth and place of residence of the temporarily assigned employee)

In Prague, on:

For the User:

.....

Order Confirmation:

The Employment Agency declares that is is entitled to conduct business which includes but is not limited to employment mediation, pursuant to the decision of the General Directorate of the Labor Office, ref. No. of, whereby the Agency obtained the license to mediate employment under Section 14 par. 3b)



and Section 60 par. 1 Act No. 435/2004 Coll., Employment Act, as amended by subsequent regulations and is therefore entitled to conclude this Partial Agreement.

Pursuant to the General Agreement we accept and confirm your Order. Information about the temporarily assigned Agency Employees and other information in the extent of Section 308 Labor Code concerning their temporary assignment is included in this confirmed Order, while details not included therein are contained in the General Agreement.

Order accepted and confirmed on:
For the Agency:

.....



Annex No. 2 – Specification of services

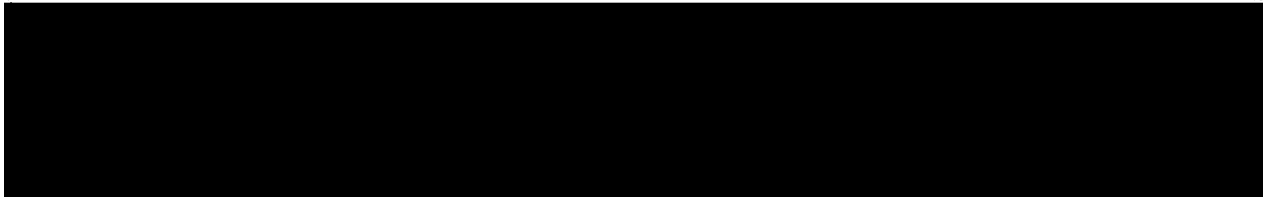
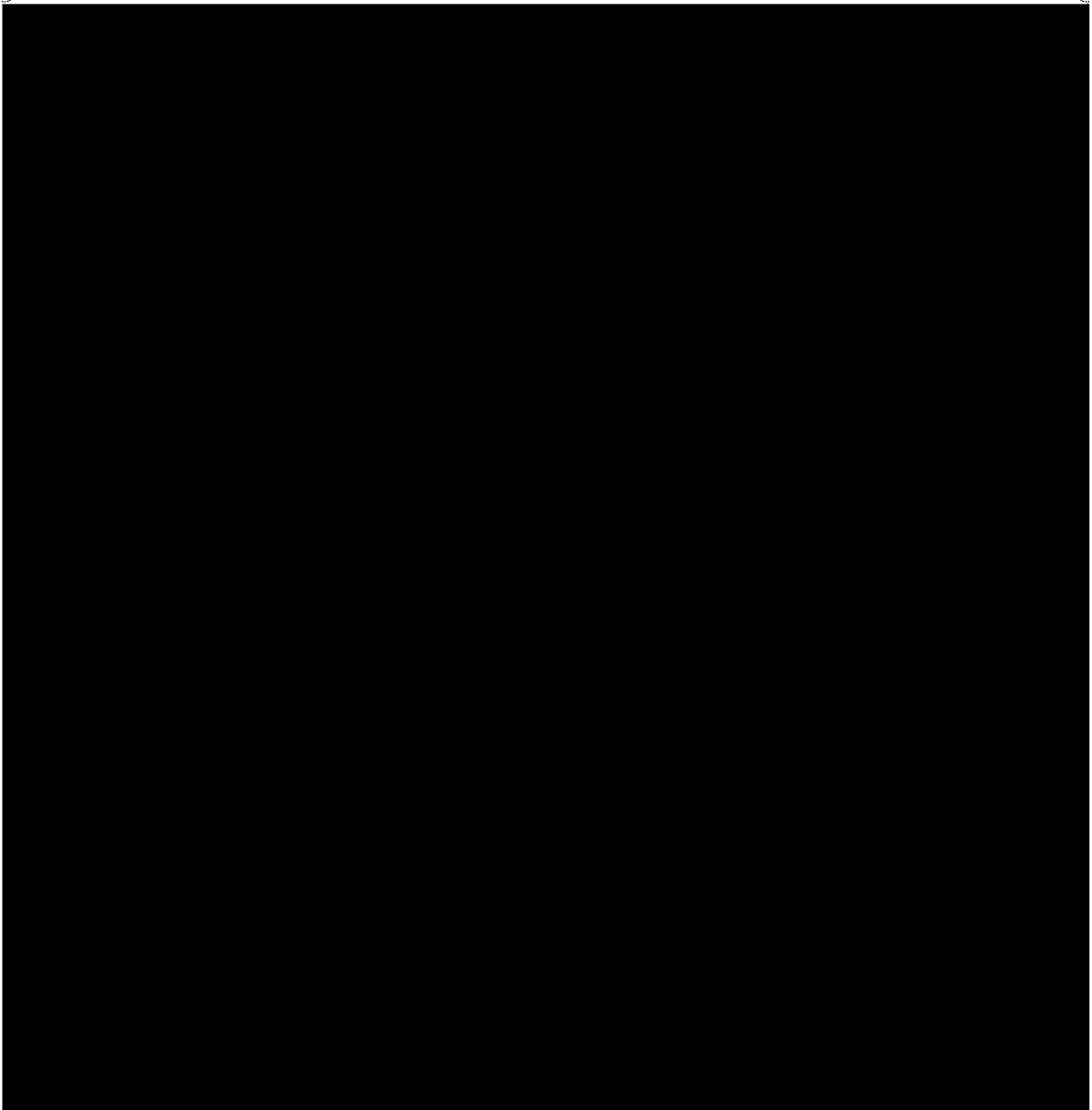
1. SERVICE OF TEMPORARY ASSIGNMENT OF EMPLOYEES

1.1 The Agency must secure the temporary assignment of employees under the following conditions:

- 1.1.1** Temporary assignment of employees under the employment contract or agreement to perform work.
- 1.1.2** Good command of English language is necessary for reasons of training and communication of temporarily assigned employees during work.
- 1.1.3** Background check certificate. Agency Employees are obliged to have the background check certificate before starting work for the User. Conditions for issuance of the certificate are stated in Annex No. 4 of this Agreement.
- 1.1.4** Good repute of temporarily assigned employees. Agency Employees whose planned period of temporary assignment is more than 3 weeks, are obliged to prove their good repute through the extract from the penal register or another similar register issued by the country of citizenship or by countries where the foreign national stayed in the past 5 years for the uninterrupted period of more than 6 weeks; the extract shall be in English or in Czech.
- 1.1.5** The temporarily assigned employees may be Czech citizens or foreign nationals under Act No. 435/2004 Coll., Employment Act, as amended by subsequent regulations (i.e. EU citizens).
- 1.1.6** Minimum age of 18, reliability, flexibility, physical and mental strength of the temporarily assigned employees.
- 1.1.7** Good health condition, passing a medical examination at the provider of occupational medical assessment.
- 1.1.8** Arranging for one coordinator for the Agency Employees and for the User.
- 1.1.9** Planning of shifts of the temporarily assigned Agency Employees and 100% guarantee of meeting the Order.
- 1.1.10** Flexibility in supplementing the temporarily assigned employees in the course of a calendar month, week and day, and in the extension, reduction and cancellation of shifts in accordance with the current operation at the airport.
- 1.1.11** Place of work: Václav Havel Airport
- 1.1.12** Non-stop operation, uneven working mode

1.2 The User assumes the temporary assignment of employees primarily for the following jobs:

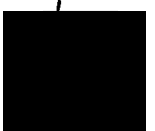
Annex 3 – Price calculation



An hourly fee for the temporary assignment of an Agency Employee shall not include the following costs that shall be settled directly by the User:

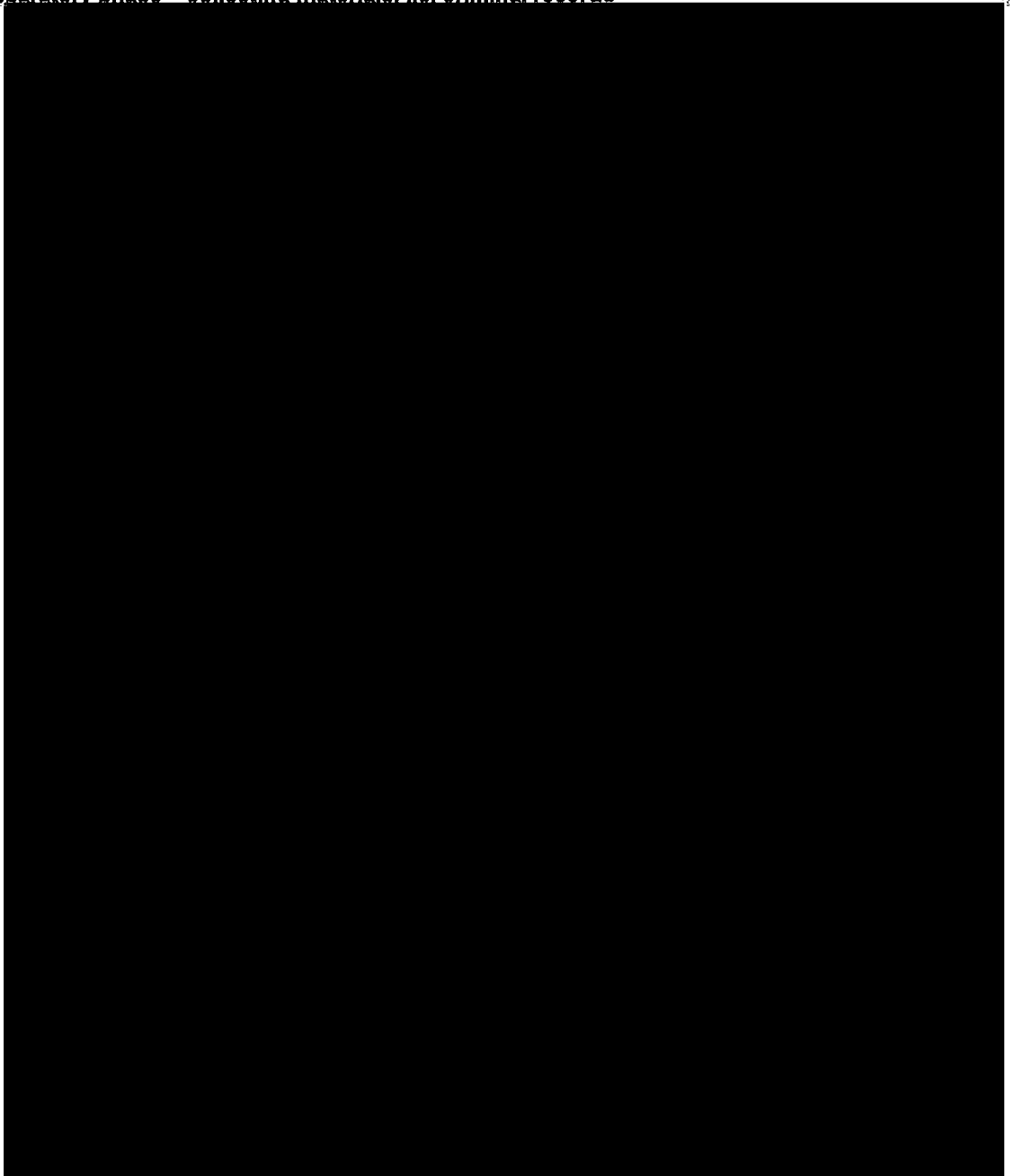
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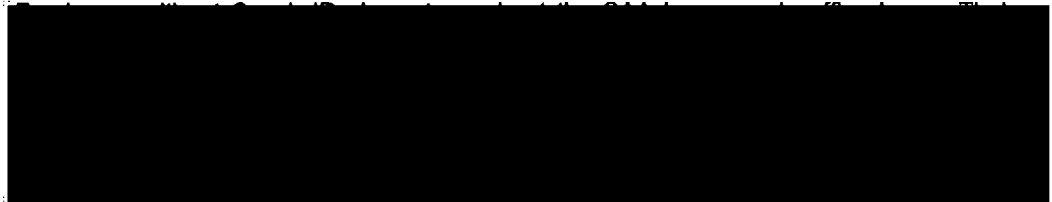


Annex No. 4 – Background check certificate

1. Preparatory phase – collecting materials, i.e. criminal records



2. Applying for background check at the Czech Civil Aviation Authority



3. Waiting for the background check certificate



