

BELGRADE AIRPORT d.o.o. Beograd

Terms and Conditions of airport infrastructure access and use for
ground handling service providers at Nikola Tesla Airport in Belgrade

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CONTENTS

TERMS AND CONDITIONS	3	
1	DEFINITIONS AND INTERPRETATION	3
2	IMPLEMENTATIONS AND VALIDITY OF TERMS AND CONDITIONS /AGREEMENT PERIOD	4
3	GENERAL OBLIGATIONS OF THE GH SERVICE PROVIDER	7
4	MONITORING VISITS	8
5	SECURITY AND SAFETY (SAFETY MANAGEMENT SYSTEM)	9
6	CONFIDENTIALITY AND PERSONAL DATA PROCESSING	11
7	PUBLICITY AND ADVERTISING	12
8	COVENANTS	12
9	ASSIGNMENT AND SUB-CONTRACTING	12
10	LIABILITY AND SECURITY INSTRUMENTS	13
11	TERMINATION	14
12	FORCE MAJEURE	17
13	LAW AND JURISDICTION	18
14	RULES OF BUSINESS CONDUCT	18
15	CHANGE OF CONTROL	19
16	LIST OF SCHEDULES	19
SCHEDULES	19	
1	SERVICE STANDARDS	20
2	QUALITY, OCCUPATIONAL HEALTH AND SAFETY, ENVIRONMENT	29
3	FEES & CHARGING	32
4	GH SERVICE PROVIDER PERSONNEL, TRAINING & EQUIPMENT	34
5	RESILIENCE & CONTINGENCY	40
6	PLANS, POLICIES & REPORTS	42
7	SANCTIONABLE PRACTICE	46
8	BELGRADE AIRPORT SPECIAL REQUIREMENTS RELATING TO QHSE	48
9	DRAFT AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY, ENVIRONMENTAL AND FIRE PROTECTION	49

TERMS AND CONDITIONS

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

In these Terms and Conditions of airport infrastructure access and use for ground handling service providers at Airport Nikola Tesla in Belgrade:

Agreement on the airport infrastructure access and use (or „ the Agreement“)	Agreement between Airport Operator and GH Service Provider which sets forth the rights and obligations of the Parties in reference to providing GH Service Provider access to the Airport infrastructure and use of the Airport infrastructure for supply of Ground Handling Services according to the terms and conditions set in the Agreement, together with these Terms and Conditions (as may be amended from time to time by the decision of Belgrade Airport).
Agreement period	Means the period for which the Agreement on airport infrastructure access and use was concluded
Airline	means legal entity or an entrepreneur responsible for transport of passengers and/or baggage and/or mail and/ or goods by air, from/to Nikola Tesla Airport in Belgrade
Airport	Airport Nikola Tesla in Beograd i.e., all buildings and structures in the passenger terminal zones located at Airport Nikola Tesla in Belgrade, Serbia, which are managed by Belgrade Airport d.o.o. Beograd, in accordance with the Concession Agreement.
Airport Infrastructure	shall mean the basic physical, logistic, technological and information and communication structure covering manoeuvring areas, aprons, roads, facilities, installations, systems and equipment, access roads, area intended for retention of vehicles and equipment subject to ground handling of aircraft when not in use, official access points, as more closely stipulated by the Agreement.
Airport Operator	refers to BELGRADE AIRPORT d.o.o. Beograd
Airport User	Any natural or legal person responsible for the carriage of passengers, mail, cargo and/or freight by air from or to the Airport
ACI	Airports Council International
ASQ	Airport Service Quality
ACI ASQ Departures / Arrivals Programme	A benchmarking programme measuring passengers' experience while they are at the airport
ATB	Actual Time Block
Applicable Law	The legislation of Republic of Serbia from time to time, including all laws, decrees, rulebooks, decisions, directives, treaties, conventions, by –laws, standards, requirements, resolutions, and orders (imposed by national authorities or international organizations) from time to time having the force of law or being otherwise legally binding within the Republic of Serbia.
ASRT	Start Up Request Time
AODB	Airport Operational Data Base
AOCC	Airport Operational Control Centre
AMS	Airport Management System
Belgrade Airport Directive (BAD)	All instructions or directions, procedures, including pricelists, in force issued by the Chief Executive Officer (CEO) of Airport Operator or other authorised representative
Belgrade Airport Notice (BAN)	A notification issued by the CEO of Airport Operator or other authorised representative

Certificate	Means a valid authorization for the provision of ground handling service(s) issued by the Civil Aviation Directorate of the RS
Change of Control	Means a change of Control, including in case of change in the majority direct or indirect (including without limitation ultimate beneficial) ownership of the GH Service provider (including status change - merger, or acquisition, or sale)
Confidential Information	<p>means:</p> <p>(i) Any trade secrets, processes, customer lists, data bases, trading details, information in relation to employees and officers or other information or activities of confidential nature relating to Airport Operator., the Airport or GH Service provider, or third-party contractors of Belgrade Airport present at or on the Airport (including without limitation details of activities, businesses or finances of any such company),</p> <p>save for information relating to the Service Standards and the performance of the GH Service provider with respect to the Service Standards.</p> <p>(ii) Any information in relation to which Airport Operator or the GH Service provider owes a duty of confidentiality to any third party.</p>
Control	<p>In relation to any person means:</p> <p>(i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:</p> <p>(A) cast, or control the casting of, more than 50 per cent of the maximum number of votes that might be cast at a general meeting of the GH Service provider.</p> <p>(B) appoint or remove all, or the majority, of the directors or other equivalent officers of the GH Service provider; or</p> <p>(C) give directions with respect to the operating and financial policies of the GH Service provider with which the directors or other equivalent officers of the GH Service provider are obliged to comply; or</p> <p>(ii) hold beneficially and/or directly more than 50 per cent of the issued share capital of the GH Service provider (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).</p>
Corrective Action Plan or CAP	A plan written by the GH Service provider setting out a proposal to rectify a failure by the GH Service provider within a specified time frame
D0	Departure Zero Time, taken from ASRT
ETA	Estimated Time of Arrival
Employees	The GH Service provider's employees engaged in connection with and performance of the Agreement
First Wave	All departures after 0500 and prior to 0800 Local
FOD	Foreign Object Debris
Grantor	Means the Government of the Republic of Serbia and JSC Airport Nikola Tesla Belgrade as Grantor of the Concession for the financing, development through the construction and reconstruction, maintenance and management of the infrastructure of JSC Airport Nikola Tesla Belgrade and the performance of the activity of airport operator at Airport Nikola Tesla Belgrade, executed on March 22, 2018.

IBB	Inbound Baggage, baggage arriving at Belgrade Airport
Airside / Landside	As defined in the requirements of the Airport Security Programme (<i>Program za obezbeđivanje u vazduhoplovstvu Belgrade Airport d.o.o. Beograd</i>)
Large Aircraft	Code D, E & F and C Code configuration above 200 seats (as defined by ICAO Aeroplane Design Codes)
Licence	refers to a valid authorization for the provision of services to third parties in accordance with activities Service provider provides issued by relevant authority.
Terms and Conditions	These Terms and Conditions of airport infrastructure access and use for ground handling service providers at Airport Nikola Tesla in Belgrade and all attached Schedules and any document supplemental to it, as may be amended from time to time by Airport Operator
Deficiency Notice or DN	A written notice issued by Airport Operator in accordance with Clause 11.2 hereof, detailing the GH Service Provider's Level 1 non-compliance with the terms of these Terms and Conditions and/or the Agreement
MGT	Minimum Ground Time, provided by the airlines
Notice of Breach	A written notice issued by Airport Operator in accordance with Clause 11.2 hereof, detailing the GH Service Provider 's Level 2 non-compliance with the terms of this Terms and Conditions and/or the Agreement.
Notice of Termination for Cause	A written notice issued by Airport Operator pursuant to clause 11.2 c)6.2c) terminating the Agreement for cause.
OOG	Out Of Gauge
Party or Parties	Airport Operator and/or the GH Service provider and includes any permitted assigns and successors in title.
Persons with Reduced Mobility (PRM)	Any person whose mobility when using transport is reduced due to any physical disability (sensory or locomotor, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or age, and whose situation needs appropriate attention and the adaptation to his or her particular needs of the services made available to all passengers.
PPE	Personal Protective Equipment
QHSE	Quality, Health, Safety and Environmental
Rush Bag (Unaccompanied bag)	Means baggage that may or may not be transported on the same flight as the passenger to whom that baggage belongs;
Sanctionable Practice	means: (a) any Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice or Obstructive Practice, as those terms are defined in Schedule 7 (Sanctionable Practices), as well as (b) any Coercive Practice, a Collusive Practice, a Corrupt Practice, a Fraudulent Practice, a misuse of Bank Resources or Bank Assets, an Obstructive Practice or a Theft, as each of these terms is defined in the EBRD's Enforcement Policy and Procedures dated 4 October 2017, as amended from time to time, and any policy or procedures adopted by EBRD as a successor to or replacement of such policy and procedures as such list may be found on EBRD's website (https://www.ebrd.com/ineligibleentities.html).
Season	Either the Winter Season or the Summer Season, as the case may be
Services	Means ground handling services provided at the Airport-to-Airport users, prescribed by the Regulation on the provision of ground handling services ("Official Gazette of RS", No. 61 dated July 10, 2015, 88 dated August 5, 2022)
Service Standards	Those standards set out in Schedule 1 hereof
GH Service provider	Natural or legal person providing one or several ground handling services to third persons or by self-handling being a holder of a valid Certificate.
Service provider	means a legal entity that provides services at the Airport on the basis of the appropriate license issued by the competent authority and that does

	not fall into the category of GH Service providers and self-handling Airport Users as defined hereof
Schedules to this Terms and Conditions	Schedules according to the list given in Clause 16. of this Terms and Conditions. In case of any discrepancy between the text of this Terms and Conditions and Schedules thereof, the text of this Terms and Conditions shall prevail. In case of any discrepancy between the Schedules, their priority is determined by their order given in Clause 16. of this Terms and Conditions.
Small & Medium Aircraft	Code A, B, C configuration below 200 seats (as defined by ICAO Aeroplane Design Codes)
STD	Scheduled Time of Departure
Summer Season (IATA)	A period from the last Sunday of March until the last Saturday of October (inclusive).
Towing	The movement of an aircraft from one stand to another and to/from hangar.
VDGS	Visual Docking Guidance System
Vehicle	Means any mechanically or electrically propelled conveyance or apparatus on wheels.
Winter Season (IATA)	A period beginning from the last Sunday of October and ending on the last Saturday of March (inclusive).

2. IMPLEMENTATIONS AND VALIDITY OF THE TERMS AND CONDITIONS / AGREEMENT PERIOD

- 2.1 These Terms and Conditions are effective at the Airport from **15th October 2024**.
- 2.2 The Terms and Conditions have been prepared on the basis of Article 130 of the Air Traffic Law of the Republic of Serbia (Official Gazette No. 73/10, 57/11, 93/12, 45/15, 66/15 - other law, 83/2018, 9/2020 and 62/2023), Regulation on supplying ground handling services at airports (Official Gazette No. 61 from 10 July 2015. and no.88 from 5 August 2022) and Council Directive 96/67/EC on access to the ground handling market at Community airports as transposed by Regulation on supplying ground handling services at airports.
- 2.3 The Terms and Conditions must be interpreted in conjunction with the Applicable Law.
- 2.4 The Terms and Conditions apply to all GH Service providers that provide Service at the Airport, Service providers and self-handling Airport Users (term GH Service provider, further in the text, shall refer to both the Service providers and self-handling Airport Users, as applicable) and shall form integral part of any Agreement on airport infrastructure access and use. All special terms and conditions are/will be described in the Agreement on airport infrastructure access and use. In case of any discrepancy or non-compliance of the provisions hereof with the provisions of the Agreement on airport infrastructure access and use, the provisions of the Agreement shall prevail.
- 2.5 Airport Operator reserves the right to amend these Terms and Conditions at any time. Any amendments will enter into force and become binding on the GH Service provider at the time indicated in such amendments or as otherwise determined by the Airport Operator (but in any case following the lapse of minimum 15 days after the GH Service provider has been notified thereof (as an exception, time-critical amendments related to safety and aviation security may enter into force following the lapse of a shorter time period). If the amendments are the result of an administrative act, the Applicable Law, or an order of a supervisory authority, the amendment will take effect in respect of the GH Service Provider as may be required to comply with such mandatory requirements, at the earliest from the moment Airport Operator notifies the GH Service provider of any such amendments.
- 2.6 The effective Terms and Conditions and any amendments to them will be published on the Airport Operator website (www.beg.aero).

- 2.7 This Terms and Conditions is drawn-up bilingually in the English and Serbian language. In case of any discrepancies, the Serbian language version shall prevail.
- 2.8 Nothing in this Terms and Conditions shall be construed as creating a partnership, a contract of employment or of principal and agent between Airport Operator and GH Service provider. It is prohibited for the GH Service provider to present itself as an agent or representative of Airport Operator and it is also prohibited for the GH Service provider to conclude any transactions on behalf and for the account of Airport Operator.
- 2.9 Each Agreement period shall be concluded for a period of **3 (three) years**.

GH Service Provider shall have the right to request an extension of the Agreement period, for no longer than the duration of the original Agreement Period, not later than 12 months before the expiry thereof, by way of written notice to Airport Operator (the "**Extension Request**"). In such case, Airport Operator shall grant such extension within one month following receipt of the Extension Request, subject to the following conditions being fulfilled:

- 1) that the GH Service Provider has a valid Certificate, i.e., valid authorization for the provision of ground handling services, issued by the Civil Aviation Directorate of the RS;
- 2) that the GH Service Provider fulfils its obligations under the Agreement on airport infrastructure access and use, including these Terms and Conditions, and in particular that it acts in accordance with the Service Standards from Schedule 1 of the Terms and Conditions and fulfils its financial obligations under the Agreement on airport infrastructure access and use, as well as based on other effective agreements with the Airport Operator;
- 3) that if a Notice of Breach was issued in the original Agreement Period / the Extended Agreement Period, it was closed with a Notice of Closure of Notice of Breach in accordance with Article 11 of these Terms and Conditions before submitting the Extension Request;
- 4) that the Airport Operator did not issue a Notice of Termination of the Agreement during the original Agreement Period / the Extended Agreement Period;
- 5) that the GH Service Provider submits a confirmation that it has, and at the request of the Airport Operator, submits Contingency Plans (Business Continuity Plans) for review; and
- 6) that the GH Service Provider submits a confirmation that it fulfils the conditions related to the organizational, technical and personnel measures for the protection of personal data that it can process in the process of providing ground handling services to the Airport Users, and in particular a confirmation on the establishment of a policy and other internal acts in the field of protection personal data (evidence of the appointment of a person for the protection of personal data, a description of technical measures for the protection of personal data, a description of established procedures for employee training and awareness of the existence of the stated obligation in the field of personal data protection).

(each an "**Extension Condition**").

In case of doubt as to the fulfilment of any of the Extension Conditions, or failure (in Airport Operator's sole opinion) of GH Service Provider to satisfy any of the Extension Conditions, Airport Operator may, by way of written notice (the "**Response to Extension Request**") (i) request clarifications from GH Service Provider or (ii) provide a negative response for the extension of the Agreement period, as the case may be, both (i) and (ii) within the one month deadline under 2.9 above. In such case, GH Service Provider will be under the obligation to (a) provide such clarifications and/or (b) remedy any such failure, as the case may be, and inform Airport Operator thereof in writing (with appropriate evidence, if applicable) by no later than 1 (one) month following receipt of the Response to Extension Request and if the remedy of any failure is needed the GH Service provider will be granted further deadline for remedy in accordance with the procedure defined in Article 11.2 points a) or b) (Level 1 or Level 2). In case GH Service Provider fails to comply with the request for clarifications and/or fails to remedy its non-compliance with the Extension Conditions within such deadline, Airport Operator shall not grant the extension of the Agreement period and shall reject the Extension Request.

If Airport Operator is satisfied that all Extension Conditions are fulfilled, it shall by a written notice grant the extension of the Agreement period as per the Extension Request and invite GH Service Provider to enter into an amendment to the Agreement reflecting such extension, not later than 6 (six) months prior to the expiry of the then current Agreement period except in case of started procedure in accordance with Article 11.2 (Level 1 or Level 2), where the amendment shall be concluded within 10 days after the issued Notice of Closure of Deficiency Notice or Notice of Closure of Notice of Breach. In case GH Service Provider fails to execute such amendment to the Agreement, it shall be considered as if GH Service Provider has withdrawn its Extension Request.

The Agreement may be extended under this Clause 2.9 for unlimited number of times (the „ **Extended Agreement Period**”).

3. GENERAL OBLIGATIONS OF GH SERVICE PROVIDER

- 3.1 The GH Service Provider shall provide the Services professionally, conscientiously and in accordance with these Terms and Conditions and the Agreement, including in particular the Service Standards set out in Schedule 1. Access to the Airport Infrastructure shall be granted only to GH Service provider who has entered into the Agreement with Airport Operator.
- 3.2 The GH Service provider shall comply with its obligations set out in Schedules 1 to 9 inclusive.
- 3.3 The GH Service provider shall use reasonable endeavours to assist other ground handling service providers where practicable to help ensure the smooth running of the Airport (provided that the GH Service provider shall not by virtue of this Terms and Conditions be under any obligation to provide the Services to any Airport User or other ground handling service provider if materially economically unviable or if the recipient of Services is in payment default for any charges payable to the GH Service provider in respect of the Services.
- 3.4 The GH Service provider shall provide the Services using reasonable skill and care and in addition the GH Service provider shall not intentionally or negligently obstruct the operating procedures of other parties lawfully operating at the Airport.
- 3.5 The GH Service provider shall ensure point of contact that receives all Belgrade Airport Notices and Belgrade Airport Directives that are issued by Airport Operator and delivered to GH Service provider point of contact and that such notices are brought timely to the attention of its staff. Airport Operator will conduct consultation with the Airport Operators Committee (AOC) in accordance with the Applicable Law.
- 3.6 The GH Service provider shall at all times comply with all Airport Operator standards, Applicable Laws, Belgrade Airport Directives and Airport Operator BAD (Airport Operator’s document explaining traffic rules, right of way, speed limits etc.), including international regulations and standards applicable to the Airport and air transport sector, including ICAO Standards and Recommended Practices (to the extent applicable to GH Service Provider) and any regulations and standards determined by CAD. The GH Service provider shall acquaint itself, its employees, and agents without undue delay with any amendment (s) to the Applicable Law and the other documents mentioned hereunder.
- 3.7 Without prejudice to the provisions of Schedule 2, the GH Service provider shall ensure that no damage is caused to any premises or property of Belgrade Airport d.o.o. or any tenant or contractor of Belgrade Airport d.o.o. or any person at or on the Airport or anything contained therein, that no pollution of air, water or land occurs and that no nuisance and/or any risk to the health of any person at or on the Airport is either created or aggravated, and without prejudice to the provisions of Schedule 3, pay to Belgrade Airport d.o.o. the reasonable costs incurred by it in remediating any breach of this clause.
- 3.8 The GH Service provider shall ensure that all Services are carried out continuously and at all times in the most efficient manner without interruption to passenger services or prejudice to Airport Operator operational or administrative requirements and shall allow Airport Operator to perform monitoring visit at any time in order to monitor the performance of obligations from the Agreement/Terms and Conditions

Airport Operator in exercising its rights of monitoring visit will act in such manner so as to cause the least practicable disruption or interference to such work or process.

- 3.9 The GH Service provider must in relation to the provision of Services, use only the part of the Airport necessary for the provision of the Service.
- 3.10 The GH Service provider must, within the limits of its Certificate, make Services available to all Airport Users on non-discriminatory basis and not refuse, without good reason, any lawful order for services requested by an Airport User.
- 3.11 The GH Service provider is independent from Airport Operator in its economic activities. It is therefore prohibited for the GH Service provider to present itself as an agent or representative of Airport Operator and/or to conclude any transactions on behalf and for the account of Airport Operator.
- 3.12 The GH Service provider is responsible for implementing OHS obligations and shall fully ensure personal protection at work for the staff it hires, that is, to provide means and equipment for personal protection as prescribed by the regulations on worker safety and protection at work.
- 3.13 GH Service Provider shall observe and ensure that its officers, employees, agents and advisors observe the prescribed Airport Operator Rules of Business Conduct under Clause 14 hereof and Best Industry Practice at all times and shall not engage (nor allow any of its officers, employees, agents and advisors to engage, in relation to their engagement with the GH Service Provider) in any Sanctionable Practice.
- 3.14 In case of emergency or unforeseen circumstances (Contingency), including but not limited to diverted flights (emergency landing due to technical reasons, medical reasons, meteorological conditions on arrival station or other problems), all GH Service providers shall adhere to and apply the following regulations:
- a. By the book, the ground handling services to the air carrier or aircraft operator whose flight is diverted shall be provided by the GH Service provider with whom the air carrier or aircraft operator has a contracted 24/7 ground handling service (GH Agreement or service per request) at Nikola Tesla Airport Belgrade, as per the commercial conditions agreed with the airline/aircraft operator.
 - b. in the event that the air carrier or aircraft operator whose flight is diverted, does not have contracted 24/7 ground handling service (GH Agreement or service per request) at Nikola Tesla Airport in Belgrade, ground handling service to the air carrier or aircraft operator whose flight is diverted, shall be provided, at the request of the Airport Operator, by the GH Service provider who shall, in the given period and according to the pre-defined availability plan, be in standby mode (24/7), as per the commercial conditions agreed with the airline/aircraft operator.
 - c. standby mode stipulated under item b) of this clause, implies the obligation of the GH Service provider to be available (24/7) on monthly basis, i.e. to provide ground handling services for all flights at the request of the Airport Operator in the event of emergency or unforeseen circumstances (Contingency), including but not limited to diverted flights, and according to a pre-defined availability plan. The availability plan shall be set forth as per the agreement between the Airport Operator and all GH Service providers at Nikola Tesla Airport Belgrade, no later than December 1st of each year for the following year. The availability plan is subject to changes in agreement between the Airport Operator and all GH Service providers.
 - d. in the event the GH Service provider who, at the time of emergency or unforeseen circumstances (Contingency) (including but not limited to diverted flights), shall be in standby mode according to the availability plan and as stipulated under item b) and c) of this clause, does not have available staff and /or equipment needed to provide relevant ground handling service, such GH Service provider shall ensure that the service in question is provided by subcontracting it to another GH Service provider operating at the Airport, which shall be set forth and defined in the agreement concluded with such subcontractor.

4. MONITORING VISITS

- 4.1 Notwithstanding the audits performed in accordance with Applicable law by the relevant authorities, Airport Operator may perform monitoring visits and review any matter whatsoever in order to monitor the performance of obligations under the Agreement/Terms and Conditions, including but not limited to:
- a) Service Standards
 - b) Staff Training (relates only to trainings performed by Airport Operator)
 - c) QHSE Records
 - d) Insurance (insurance policies and/or certificates)
 - e) Any on-Airport and/or off-airport IT Services utilised for providing services to Airport Users (if applicable)
 - f) GH Service provider local operational procedures in case of DCS/X ray/Baggage belt failure or lack of staff.
- 4.2 Regular monitoring visit will be carried out on provision of not less than two weeks' written notice given by Airport Operator to the GH Service provider or their nominated representative. Monitoring visits may be carried out internally by Airport Operator, or by an external firm appointed by Airport Operator, if the technical nature of the subject requires expertise. The GH Service provider authorizes Airport Operator, to conduct internal and external monitoring visits, and undertakes to provide access to all requested information, at its own cost. Airport Operator shall ensure compliance with the confidentiality clause hereof by any person who performs monitoring visits under this Agreement and has access to GH Service providers confidentiality data.
- 4.3 The GH Service provider shall provide Airport Operator or their nominated representative with such information, assistance, and access to its premises and / or location of service delivery as may be necessary in order that it may fully and promptly carry out each monitoring visits. The GH Service provider shall provide Airport Operator and the Grantor and any person appointed by them with access to its premises for the purpose of monitoring compliance with the GH Service provider's obligations under these Terms and Conditions, for which purpose the GH Service provider shall provide the access that Airport Operator, the Grantor or a third party requires in connection with those activities, provided that Airport Operator, Grantor or such appointed person does not disable, prevent, hinder or otherwise delay the performance of the Service.
- 4.4 Airport Operator shall have the right to monitor the Services being performed, at any time. The GH Service provider shall have the right to accompany the relevant Airport Operator staff or representatives conducting such monitoring visits.
- 4.5 Airport Operator or its nominated representatives or any third party appointed by the Airport Operator under Clause 4.2 above, shall have during the monitoring visits the access to any books and records (except financial books and records) which they reasonably require in order to monitor the performance of obligations under the Agreement/Terms and Conditions and which relate to the provision of the Services and the GH Service provider shall provide all necessary support on site in that respect, free of charge to Airport Operator.
- 4.6 The GH Service provider undertakes to implement the corrective measures within the reasonable deadlines which will be specified in the monitoring visits report, taking into consideration all circumstances, and provide evidence of implementation. In all cases, the cost of corrective measures shall be borne by the GH Service provider.

5. SECURITY AND SAFETY (SAFETY MANAGEMENT SYSTEM)

5.1 SECURITY

- 5.1.1 GH Service provider shall at all times fully comply with Airport Operator security requirements which are notified to GH Service provider or made otherwise known to GH Service provider (by way of publication on Airport Operator website etc.). However, Airport Operator is not responsible towards GH Service provider for the provision of security of persons or property and GH Service provider should undertake its own security arrangements for its employees, other personnels and property.
- 5.1.2 The GH Service provider shall take all measures necessary to comply with the provisions of Applicable law relating to security that may be applicable to the GH Service provider in the performance of the Services.
- 5.1.3 Whilst on the Airport, Employees shall comply with all security measures required by Airport Operator in respect of personnel and other persons attending the Airport.
- 5.1.4 The GH Service provider shall co-operate with any investigation relating to security which is carried out by Airport Operator or by any person who is responsible to Airport Operator for security matters.
- 5.1.5 The GH Service provider shall use its best endeavours to make any Employees identified by Airport Operator, available to be interviewed by Airport Operator or by a person who is responsible to Airport Operator for security matters, for the purposes of the investigation. Employees shall (save where the investigation is undertaken by any statutory authority) have the right to be accompanied by the GH Service provider's Representative and to be advised or represented by any other person whose attendance at the interview is acceptable to both Airport Operator and the GH Service provider's Representative.
- 5.1.6 The GH Service provider shall, subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind which may reasonably be required by Airport Operator or by a person who is engaged by Airport Operator for handling security matters, for the purposes of this investigation, so long as the provision of that material does not prevent the GH Service provider from performing the Services. Airport Operator shall have the right to retain any such material for use in connection with the investigation and, so far as possible, shall provide the GH Service provider with a copy of any material retained.
- 5.1.7 The GH Service provider shall not, without the prior written consent of Airport Operator or the relevant authority (as the case may be), when such consent is required based on the Airport Operators procedures or Applicable Law, take any photographs or make any other graphical reproduction at or of the Airport or any premises, property or equipment owned by Airport Operator or any third party.
- 5.1.8 Without prejudice to the generality of the foregoing it is the responsibility of the GH Service provider to obtain timely and at its own cost from Airport Operator all security passes, Airside or Landside, and other documents required for its personnel and vehicles. For the issuance of security documents (Airport ID Pass for persons and vehicles), it is necessary to send an official request to security@beg.aero. The official request will be considered and based on explanation, a response will be provided along with the necessary documentation and instructions for filling out. A period of eight weeks for the process of obtaining Airside pass and two weeks for Landside pass must be allowed, as a minimum. Issuing, reissuing, and replacement of any pass shall be charged at the published rate, as amended. All security passes and documentation shall be returned to Airport Operator immediately upon (i) termination of the relevant person's engagement by the GH Service provider or (ii) termination of the Agreement, otherwise the GH Service provider may be liable as per the Air Transport Law. The theft or loss of any security pass or other documentation referred to herein shall in the first instance be reported to the Security department of Airport Operator. For certain zones at the airport, it is necessary to obtain the permits of the Border Police for movement and stay in the area of the border crossing in accordance with the Law on Border Control.
- 5.1.9 Airport Operator. and the GH Service provider security passes must be always worn and be visible for inspection while on Airport Operator premises. The GH Service provider shall provide appropriate holders to prevent ID passes from dangling or becoming an entrapment risk.

5.2 SAFETY (SAFETY MANAGEMENT SYSTEM)

- 5.2.1 The GH Service provider shall apply, establish, and maintain Safety Management System (SMS) commensurate to the scope and complexity of its operations. The SMS should be interfaced with the Airport Operator SMS system through procedures or protocols allowing for as a minimum:
- 5.2.1.1. the exchange of relevant data related to incidents or accidents occurring on the airport that are reported by the GH Service provider,
 - 5.2.1.2 the participation in and exchange of information on safety promotion campaigns and activities conducted by either of the parties; and,
 - 5.2.1.3. the exchange of information related to hazards identified at the Airport.
- 5.2.2 As part of its safety oversight programme, Airport Operator reserves the right to conduct ad-hoc or planned safety audits and inspections, provided that they do not unreasonably interfere with GH Service providers operations. These audits and inspections can be conducted as related to operational procedures during the ground handling services or to the GH Service provider SMS processes.
- 5.2.3 The GH Service provider shall develop corrective action plans to correct all non-compliances resulting from the audits and inspections performed by Airport Operator 8 (eight) Business days of receiving such audit reports.
- 5.2.4 In the case of an audit or inspection carried out by Airport Operator, the GH Service provider shall share any relevant safety information under jurisdiction of Airport Operator.
- 5.2.5 Throughout the term hereof, the GH Service provider shall develop procedures associated with its activities allowing it to achieve the objectives of the safety management plan and keep registers in which it will accurately records all reports.

6. CONFIDENTIALITY AND PERSONAL DATA PROCESSING

- 6.1 The GH Service provider and Airport Operator each undertake towards the other that they shall not (save in the proper performance of their respective obligations under these Terms and Conditions) without the prior consent of the other Party disclose to any person any Confidential Information provided always that this clause shall not apply to any information which is in or enters into the public domain otherwise than in breach of any undertaking of confidentiality or which either Party is obliged to disclose pursuant to any legal or regulatory obligation. Prior written consent of the GH Service provider shall not be required if Belgrade Airport d.o.o. wishes to provide information to its affiliated companies (members of VINCI Group), and relevant stakeholders including but not limited to the Grantor and Senior Lenders.
- 6.2 Each of the GH Service provider and Airport Operator shall only disclose Confidential Information to those of their employees and external advisors who are directly involved in performance of Service, or otherwise require the same for the purposes envisaged under these Terms and Conditions and then only to the extent necessary and will ensure that such employees are aware of and comply with these obligations as to confidentiality. Both Parties shall place the same obligation on their subcontractors, agents or any other persons involved in the provision of Services or otherwise associated with these Terms and Conditions.
- 6.3 For the avoidance of doubt, details of the Services and the GH Service provider's performance against the Service Standards and any aspects of these Terms and Conditions are agreed by the Parties not to constitute Confidential Information and may at the discretion of Airport Operator be published in any medium in so far as they relate to the Services or compliance with the GH Service provider obligations or in connection with the Airport Operator operation, provided that the Airport Operator shall not divulge no other information which may represent Confidential Information (especially personal data and financial data of GH Service Provider). The GH Service provider acknowledges that Airport Operator may,

at its discretion, share performance and safety data of each GH Service provider at the Airport with relevant stakeholders (such as the Grantor, Senior Lenders, CAD and other authorities).

6.4 If the Parties are required to process personal data in the performance of their obligations under the Agreement, the Parties must:

- Comply with the obligations arising from the Law on Personal Data Protection of Republic of Serbia ("Official Gazette of RS", no 87/2018) by which most of the General Data Protection Regulation (Regulation EU 2016///679 dated 27 April 2016) provisions have been taken over;
- General Data Protection Regulation (Regulation EU 2016///679 dated 27 April 2016), if applicable.
- Enter into a data processing agreement before processing personal data.
- Refrain from performing its obligations in a way that could result in a personal data breach for the other Party.

7. PUBLICITY AND ADVERTISING

7.1 No communication relating to the Airport Operator, Services, these Terms and Conditions and/or the Agreement and/or any matter or thing connected with the cooperation based on these Terms and Conditions and the Agreement shall be released by the GH Service provider without the prior written consent of Airport Operator. Any information or article relating to the Airport Operator, Services, these Terms and Conditions and/or the Agreement and/or any matter or thing connected with the cooperation i.e mutual activities based on these Terms and Conditions and the Agreement proposed to be released to the press or to any other media shall in the first instance be referred by the GH Service provider to Airport Operator for approval and any such approval as may be given shall be given on such terms as Airport Operator may in its absolute discretion think appropriate.

7.2 The GH Service provider shall not advertise or display any advertising signs (except marks of GH Service provider) on motor vehicles, ground handling equipment, equipment and vehicles residing in SRZ (Secured Restricted Zone) when such are not handling the aircraft, buildings and/or any other structure, movable or immovable, without express prior written consents of Airport Operator (not to be unreasonably withheld). Request for approval to be sent to the following email: komunikacije@beg.aero Airport Operator may, at its discretion, provide its consent for GH Service Provider advertising at the Airport, subject to Parties agreeing commercial terms and conditions for such advertising. No advertisements may be displayed on windows, doors, stairs or other areas that, in the reasonable opinion of Airport Operator, could pose a safety hazard and GH Service Provider is under the obligation to request such opinion in advance of any such advertising.

7.3 The GH Service provider is not entitled to use the mark or logo or any other mark of identity of Airport Operator, without express prior written consent.

8. COVENANTS

8.1 It is reasonable and necessary for the protection of goodwill and trade connections of the business of Airport Operator that the GH Service provider should be restrained in the terms of the confidentiality covenants contained in these Terms and Conditions. GH Service provider is restricted from making available or using for the benefit of itself or potential competitor of Airport Operator any Confidential Information which it has obtained and is likely to obtain in the course of providing the Services in accordance with the Agreement.

8.2 The GH Service provider covenants with Airport Operator that it will not directly or indirectly at any time:

- a) falsely represent itself as being connected with or interested in Belgrade Airport d.o.o. or in the business of Airport Operator; and

- b) do or say anything likely or calculated to lead any person, firm or company to withdraw from or cease to continue offering to Airport Operator any rights of purchase, sale, import, distribution, or agency then enjoyed by it; and
- c) include 'Belgrade Airport' or any other word or words resembling the same and/or any logo, trademark or service mark of Belgrade Airport d.o.o., in any title of any business which it carries on.

9. ASSIGNMENT AND SUB-CONTRACTING

9.1 The GH Service provider shall not assign or transfer any of its rights or obligations under the Agreement without prior written approval by Airport Operator. In the case of transfers within corporate groups, Airport Operator agrees not to unreasonably withhold or delay any request for transfer, although in such cases if the receiving company subsequently leaves the corporate group, then Airport Operator reserves the right to terminate the Agreement under Clause 11.4. Sub-contracting any part of the Agreement shall not relieve the GH Service provider of any obligation or duty attributable to the GH Service provider under the Agreement.

10. LIABILITY, INSURANCE AND SECURITY INSTRUMENTS

10.1 Liability

10.1.1 Each Party is liable to the other for incurred damage in accordance with the applicable regulations of the Republic of Serbia.

- a) To the fullest extent permitted by Applicable Law, the GH Service provider undertakes to indemnify Airport Operator for any damages, costs or fines, including legal fees (including attorney's fees and court costs) which arise in connection with the performance of the Services at the Airport by the GH Service provider, performance or non-performance of obligations under the Agreement as well as breach of obligations hereunder.
- b) For the sake of clarity, Airport Operator shall not be liable to the GH Service provider or its agents, employees, or any other person associated with the business of the GH Service provider:
 - for any loss or damage caused by negligence on the part of Airport Operator or any of its agents or employees and for any loss of revenue or any other indirect or consequential damages or damage to the business reputation of the GH Service provider and / or its clients arising in connection with these Terms and Conditions/the Agreement;
 - for any loss or damage (s) which may be sustained by any of them as a result of any theft, burglary, pilferage or similar cause, occurring at the Airport; and
 - for any injury, loss of life or damage to property which may be sustained by any of them at the Airport, from whatsoever cause arising. For the sake of clarity, such causes shall include any failure of the systems of the Airport or defect in the Airport or any improvement (s) thereon,.

The GH Service provider shall not be liable pursuant to clause 10.1.1.a) or 10.1.1. b) in relation to any losses, costs, expenses, damages, proceedings and claims suffered or incurred by Airport Operator to the extent arising from any act or omission of Airport Operator, or an act or omission by any third party employed or contracted by Airport Operator.

For the sake of clarity, the Airport Operator shall not be liable for any damage suffered by any client of the GH Service provider being the user of the Airport infrastructure (including, for the sake of clarity, any centralised airport infrastructure) for purposes of ground handling activities, and/or being the user of ground handling services (provided by the GH Service provider under the agreement concluded with the

client, or through self-handling), nor will it be obliged to bear any costs on such basis, unless the damage has been caused by gross negligence or intent of the Airport Operator.

10.2 Insurance

10.2.1 Without prejudice to the liability of the GH Service Provider to indemnify Airport Operator under clause 10.1 of these Terms and Conditions, GH Service provider shall procure and maintain in force insurance cover for all sums in respect of which the GH Service provider is required to indemnify Airport Operator as follows:

The GH Service provider shall, at its own expense, conclude and maintain a third-party liability insurance policy in accordance with the terms and conditions as follows:

The minimum amount of third-party liability insurance of the GH Service provider per annum and per insured event is shown in the table below:

Type of business activity of GH Service provider according to valid Certificate/Licence	*Minimum amount of third-party liability insurance per annum and per insured event
Business activity on Airside	25.000.000,00 EUR
Business activity on Airside and Landside	25.000.000,00 EUR
Business activity on Landside with access to Airport IT systems and IT systems of third parties	25.000.000,00 EUR
Business activity on Landside	1.000.000,00 EUR

*The minimum amount of third-party liability insurance of the GH Service provider per annum and per insured event shall be defined in the Agreement, based on the criteria from the table above. If during the term of the Agreement GH Service provider Certificate/Licence changes in such a way that it affects the applicable criteria from the table above and the minimum amount of third-party liability insurance of the GH Service provider per annum and per insured event, at Airport Operator request, GH Service provider shall be obliged to change insurance policy i.e. conclude and maintain adequate insurance policy.

The GH Service provider shall have compulsory moto third party liability insurance for each of the vehicles, i.e., machinery/equipment used when accessing/using the Airport's infrastructure.

The GH Service provider shall be obliged to provide and maintain all risk property insurance throughout the duration of the Agreement and any other insurance as may be requested by Airport Operator's insurance brokers.

The GH Service provider accepts and confirms that insurances which the GH Service provider is obliged to provide under these Terms and Conditions take precedence over any insurance which may be taken out by Airport Operator, and the GH Service provider waive any demand or claim to request activation of, or usage of proceeds under, any insurances taken out by Belgrade Airport d.o.o. in relation to damage coverage.

When insuring liability for damage caused to third parties and all risk property insurance, the insurance policy will refer to BELGRADE AIRPORT doo Beograd as additionally insured party.

All amounts of damage that are equal to or below the amount of the franchise contracted under the insurance policies of the GH Service provider from this Clause, shall be borne by the GH Service provider.

10.2.2 Airport Operator may at any time during the term of the Agreement request from the GH Service provider the submission of the insurance policy for inspection. The GH Service provider shall, on request of Airport Operator provide Airport Operator with evidence of insurance cover relating to the policies referred to in this clause. The GH Service provider shall maintain the required insurance coverage for the entire duration of the Agreement.

The GH Service provider shall renew the insurance policies listed hereunder in a timely manner and shall notify Airport Operator, in writing, of any change in the policies, and shall submit new policies and/or insurance certificate to Airport Operator, following the renewal.

If, on whatever grounds, the GH Service provider does not provide to Airport Operator written evidence of insurance policy extension or renewal not more than thirty (30) days prior to the expiration of any current insurance policy, and / or doesn't have the insurance coverage specified in this clause at any time, Airport Operator will have the right to terminate the Agreement by way of breach notice with remedy period (not longer than 15 days) and automatic termination in case the breach is not remedied.

10.3 Security Instruments (Collaterals)

- 10.3.1 As a guarantee for the full execution of future payments (including compensation for possible damages in accordance with Clause 10.1 hereof and penalties from Schedule 1 hereof, the GH Service provider undertakes to timely (when signing the Agreement) deliver to BELGRADE AIRPORT the appropriate payment security instrument or confirm the existing instrument (as applicable), namely alternatively as requested by Airport Operator one of the following:
- 10.3.1.1 Bank guarantee or promissory note and alternatively fix deposit as requested by Airport Operator, in the amount determined by the Airport Operator, depending on yearly Agreement value (*minimum three monthly invoices*) If, during the duration of the Agreement, it is determined that the three-month turnover exceeds the amount of the paid deposit, at the request of the Airport Operator, the GH Service provider is obliged to top up the amount of the given collateral up to a minimum of three months' turnover. All details relating to the collaterals shall be determined by the Agreement.

11. TERMINATION

- 11.1 **Termination by expiration** – the Agreement shall expire at the end of the Agreement term but may be terminated prior to then under Clauses 11.2 to 11.5.
- 11.2 **Termination for cause** - if, in the reasonable opinion of Airport Operator, the GH Service provider fails to comply with its obligations under the Agreement (including under these Terms and Conditions and in particular in case of a failure to meet Service Standards), Belgrade Airport d.o.o. will follow the procedure set out below:

a) Level 1 - Deficiency Notice. Shall be sent by registered mail with return receipt

- (i) Airport Operator may (but shall not be obliged to) issue to the GH Service provider a DN if the GH Service provider has failed to comply with its obligations under these Terms and Condition and/or the Agreement (other than an obligation to make payments). The DN will set out the details of the breach by the GH Service provider.
- (ii) Within 2 (two) weeks of the date of service of the DN, the GH Service provider must submit to Airport Operator a CAP detailing the corrective actions the GH Service provider will take within a defined timeframe to remedy each breach set out in the DN. The GH Service provider shall nominate a responsible person for each corrective action. In case of GH Service Provider's failure to comply with its obligations hereunder, then the Airport Operator may issue a Level 2 Notice of Breach.
- (iii) Belgrade Airport d.o.o. will review the CAP as to whether is presents an acceptable course of action to address each breach and will either approve or reject it. If rejected, the GH Service provider must submit a new CAP within 7 (seven) days of service of notice of rejection by Airport Operator. If upon the 2nd submission, the GH Service provider has not submitted a CAP that Airport Operator has approved then the Airport Operator may issue a Level 2 Notice of Breach.

- (iv) Once the CAP has been approved and completed so that the breach has been remedied, then Airport Operator will issue to the GH Service provider a Notice of Closure of Deficiency Notice.

b) Level 2 – Notice of Breach. Shall be sent by registered mail with return receipt

- (i) Airport Operator may (but shall not be obliged to) issue to the GH Service provider a written Notice of Breach if (a) GH Service Provider failed to comply with the approved CAP as per limb a)(iv) above in all material respects, or (b) the GH Service provider has failed to make payments as required under the Agreement, including in relation to the recovery of costs pursuant to Schedule 3 Paragraph 1 and the relevant BADs (unless any such missing payment is being contested in good faith), or (c) the GH Service provider has breached the same Service Standard or other obligation under the Agreement two or more times within the previous 6 (six) months period. The Notice of Breach will set out the details of the breach by the GH Service provider. In addition, in case of (a) or (c) above, the Airport Operator shall be entitled to apply and collect penalties as determined under the Schedule 1 of these Terms and Conditions.
- (ii) Within 2 weeks of the date of service of the Notice of Breach, the GH Service provider shall submit to Airport Operator a CAP detailing the corrective actions the GH Service provider will take within a defined timeframe to remedy each breach set out in the Notice of Breach and nominating a responsible person from the GH Service provider for each corrective action. As an exception, in case of non-payment breach GH Service Provider will not submit a CAP but will have an additional deadline of 15 days starting from the dispatch of Notice of Breach to make the missing payment in its entirety.
- (iii) Airport Operator will review the CAP as to whether it presents an acceptable course of action to address each breach and will either approve or reject it. If rejected, the GH Service provider must submit a new CAP within 7 days of service of notice of rejection by Airport Operator. If upon the 2nd submission, the GH Service provider has not submitted a CAP that Airport Operator has approved then the Airport Operator may issue a Level 3 Notice of Termination for Cause.
- (iv) Once the CAP has been approved and completed and the breach has been remedied, then Airport Operator will issue to the GH Service provider a Notice of Closure of Notice of Breach.

c) Level 3 – Notice of Termination for Cause. Shall be sent by registered mail with return receipt

- (i) Airport Operator may (but shall not be obliged to) issue on the GH Service provider a written Notice of Termination for Cause if the GH Service provider failed to (i) comply with the approved CAP as per limb b)(iv) above in all material respects, or (ii) make the missing payment in its entirety as per limb b)(ii) above, the Airport Operator may issue a Level 3 Notice of Termination for Cause.
- (ii) The Notice of Termination for Cause will have effect to terminate the Agreement on the expiry of the Notice, which shall not be less than 6 (six) months from the date of service.
- (iii) The GH Service provider may re-apply to Belgrade Airport d.o.o. for a new Agreement 1 (one) year after the effective date of termination.

d) Airline Engagement – Airlines that have contracted with the GH Service provider for Services will be informed of all steps taken within the procedure set out above and may be invited to comment to Airport Operator on each Deficiency Notice, Notice of Breach, and Notice of Termination for Cause. For the sake of clarity, by entering into the Agreement, GH Service Provider agrees to release each Airline from any confidentiality obligations under the relevant GH Agreement in relation to complying with such invitation from the Airport Operator and agrees not to be informed of any such comments, if provided by the relevant Airline nor to be informed as to whether the invitation was sent or complied with.

e) A failure against each Service Standards from Schedule 1, item 2 (Service Standards that are subject to penalties) may be sufficient to submit Deficiency Notice/Notice of Breach and apply penalties as shown in Schedule 1 of this Terms and Conditions.

- 11.3 **Termination for business failure** – the Agreement may be terminated immediately by Airport Operator giving written notice to the GH Service provider if:
- a) going into liquidation, bankruptcy or judicial reorganization process (the date of publication of the decision on the website of the Serbian Business Registers Agency), or compulsory liquidation (date of the publication of the notification on the website of the Serbian Business Registers Agency) or any other dissolution process of the GH Service provider;
 - b) the GH Service provider any parent company of the GH Service provider or any subsidiary company of such parent company or any associated company of the GH Service provider shall offer pay or give or cause to be offered paid or given directly or indirectly to any person (including that person's immediate family) in the employ of Belgrade Airport d.o.o. or any of its subsidiary companies any fee gratuity reward gift or benefit either in money or in any other form whatever or commits any breach of Legislation relating to bribery or corruption which leads to or is connected in any way to any fraudulent activity;
 - c) If the GH Service provider or any parent company of the GH Service provider or any subsidiary company of such parent company or any associated company of the GH Service provider shall enter into any business relationship with any person (including that person's immediate family) in the employ of Belgrade Airport d.o.o. or any of its subsidiary companies without the previous written consent of Belgrade Airport d.o.o. such consent not to be unreasonably withheld or delayed; or
 - d) the GH Service provider ceases or threatens to cease to carry on its business in the normal course or any event occurs, or proceedings are taken with respect to the GH Service provider in any jurisdiction to which the GH Service provider is subject which has an effect equivalent or similar to any of the events mentioned in this sub-clause above.
- 11.4 **Termination due to Change of Control** – the Agreement may be terminated by Belgrade Airport d.o.o., giving six months written notice to GH Service provider occurs any Change of Control of the GH Service provider where the Airport Operator reasonably believes that there is material risk of prejudice to the GH Service Provider's delivery of its obligations under this Agreement. The GH Service provider shall notify Airport Operator as soon as it becomes aware of a potential Change of Control and shall give to Belgrade Airport d.o.o., such information as it requires in relation to such Change of Control.
- 11.5 **Termination due to failure to amend the Agreement to incorporate amended Terms and Conditions** – the Agreement may be terminated by the Airport Operator by 6 (six) months written notice to GH Service Provider, in case GH Service Provider fails to enter into an amendment to the Agreement incorporating the amended Terms and Conditions (as may be notified to GH Service provider in accordance with these Terms and Conditions), within 30 days after being invited to do so by Airport Operator.
- 11.6 **Consequences of termination** - within the termination notice or six months prior to expiry of the Agreement, GH Service provider shall submit to the Airport Operator a Transition plan, to be agreed between the Parties, for return/removal of all equipment, machinery, parts thereof and other materials that are owned by GH Service Provider and/or which are used by GH Service Provider on a different legal basis, from the Airport, with detailed timeline. The GH Service provider will remove all of its equipment, machinery, parts thereof and other materials from the Airport within a timeline defined in mutually agreed Transition plan (except in the situation where the deadlines for removing the property from the Airport have been separately agreed upon in another agreement between the Parties (e.g., lease agreement between the Parties) and shall remedy or compensate Airport Operator for any damage caused by the (non) removal of the named property from the Airport.
- 11.6 If the GH Service provider fails to comply with the obligation set out in the above clause, the Airport Operator may, at the Service Provider's expense:
- 11.6.1. remedy any damage caused to Airport Operator's property that the GH Service provider does not remedy;
 - 11.6.2. dispose of, at its best discretion, any equipment, machinery, parts thereof and other materials that were not removed from the Airport within the time allowed.

- 11.7 The expiry of the Agreement in accordance with this Section does not affect:
- 11.7.1. the rights and obligations of the Parties that arose from the Agreement prior to its expiry;
 - 11.7.2. any provisions of the Agreement which are of a continuing nature and any other provisions necessary for the interpretation and implementation of the Agreement.
- 11.8 **The Agreement is automatically terminated upon delivery of a written notice by Airport Operator to the GH Service provider, if any of the following events occur:**
- In the event of termination or repeal of the Concession Agreement on any basis. In case the Concession Agreement has been revoked or terminated on any grounds, while Airport Operator or the Grantor or the Senior Lenders may notify the GH Service Provider in writing, that the Grantor, the Senior Lenders or a third party appointed by them, shall take over further execution of this Agreement on behalf of Airport Operator, in which case it will be considered that by delivering such notification, that is, on the day specified thereunder, the Agreement has been assigned to the appropriate entity, to which the GH Service provider consents in advance hereby.
 - The GH Service provider fails to renew or extend the Certificate /licence
 - The GH Service provider shall lose its Certificate/licence i.e., it is fully or partially suspended,
 - During the term of the Agreement, the GH Service provider has not concluded insurance policies and appropriate security in accordance with Article 12 of this Agreement.

12. FORCE MAJEURE

- 12.1 For the purposes of this Clause, a Force Majeure Event means an event the occurrence of which is beyond the reasonable control of either Party, including (without limitation) the following: Act of God, airport closure, war, explosions, fires, floods, tempests, earthquake, insurrection, civil riot, disturbance, pandemic, rebellion, strike, lock-out or labour dispute (but not a strike, lock-out or labour dispute involving solely the Party relying on this Clause), failures in supply of electrical power or telecommunications equipment.
- 12.2 No failure or omission by a Party to carry out or observe any terms of these Terms and Conditions which is caused by a Force Majeure Event shall give rise to any claim against such affected Party or be deemed a breach of the Agreement, provided that the benefit of this clause shall only apply to the extent that the affected Party has used reasonable endeavours to mitigate the effect of Force Majeure Event.
- 12.3 If either Party is prevented or delayed in the performance of any of its obligations under the Agreement by a Force Majeure Event, that Party shall forthwith serve notice in writing, hand delivered or recorded courier, to the other Party specifying the nature and extent of the circumstances giving rise to such Force Majeure Event.
- 12.4 In the event of the Airport or any part thereof being closed or being requisitioned by the government in the national interest or for other purposes, then to the extent that the Services relate to such part of the Airport as is closed or requisitioned (as the case may be) the GH Service provider shall not be required to provide the Services to such area for the period of such closure or requisition.

13. LAW AND JURISDICTION

- 13.1 This Terms and Conditions / the Agreement and the relationship between the Parties shall be governed by and interpreted in accordance with Serbian law.

- 13.2 If the Parties are unable to resolve by amicable settlement any dispute, controversy or claim arising out or related to this Agreement, or the breach, termination or invalidity thereof, such dispute, controversy or claim arising out or related to this Agreement, or the breach, termination or invalidity thereof, shall be referred to and finally settled by the Commercial Court in Belgrade.

14. RULES OF BUSINESS CONDUCT

- 14.1 Airport Operator as a member of VINCI Group is committed to honest, fair and transparent business. Belgrade Airport expects the same from the GH Service provider.
- 14.2 The GH Service provider shall refrain from any activity that could cause damage to Airport Operator and VINCI Group and particularly from the activities that could damage to their reputation.
- 14.3 The GH Service provider shall ensure that in connection with the performance of the Agreement all applicable labour regulations, meaning the laws of the Republic of Serbia and all applicable regulations of the International Labour Organization (ILO) regarding the engaged persons, meaning the regulations tidy the rights of employees, their employment and working environment (minimum standards such as respect for human rights, prohibition of child labour and forced labour, adequate remuneration for regular and overtime work, in particular the prohibition of unreported work, implementation of all necessary safety measures at work, etc.) are adhered to.
- 14.4 The GH Service provider shall ensure a safe and healthy work environment for its employees and persons engaged and it shall act in accordance with all statutory prescribed obligations and commitments within health and safety at work.
- 14.5 The GH Service provider shall not submit to Airport Operator any false (forged) documentation, nor shall it illegally engage staff (unreported employment), nor shall it deprive the staff of their right to salary for the performed regular or overtime work. The GH Service provider shall not exploit nor abuse children, nor shall it employ children under the age of 15 and if it employs children under the age of 18 it will ensure that they work at positions that are not harmful to their health and moral.
- 14.6 Airport Operator and the GH Service provider confirm not having intermediaries who shall gain personal benefits and/or financial benefits and such in relation to the conclusion of the Agreement. Airport Operator does not accept bribes and does not support any form of corruption. Airport Operator may not request, and the GH Service provider may not offer or provide personal material benefits to employees of the Airport Operator in reference to the conclusion of the Agreement.
- 14.7 The GH Service provider shall ensure that these obligations are binding upon its subcontractors.
- 14.8 GH Service provider represents and warrants to Airport Operator that at the moment of execution of this Agreement, it meets all obligations stated hereunder, as well as that it will adhere to and fulfil such obligations throughout the whole term hereof.
- 14.9 If any of the GH Service providers' warranties of the previous paragraph is proven to be false it will be deemed as a violation of the provisions hereof, meaning a material default on contractual obligation, which grants Airport Operator the right to terminate this Agreement with immediate effect. Before termination, Airport Operator may, at its own discretion, set an extended deadline for the GH Service provider to remedy the violation and act in accordance with hereby assumed obligations.
- 14.10 This will not affect the entitlement of Airport Operator to claim damage compensation.

15. CHANGE OF CONTROL

- 15.1 The GH Service provider is obliged to, in case of "Change of Control", which means that the majority direct or indirect (including without limitation ultimate beneficial) ownership of the GH Service provider, and therefore the authority to make business decisions, has been transferred to a person who is not a contractual party under this Agreement, i.e. in the event of a change in the ownership structure (status

change - merger, acquisition, sale), notify Airport Operator at least 60 days before the change, in which case Airport Operator reserves the right to make a decision whether to continue business cooperation with the GH Service provider or terminate the Agreement, with a prior written notice of 30 days.

16. LIST OF SCHEDULES TO THIS TERMS AND CONDITIONS

16.1 Schedules to this Terms and Conditions:

Schedule 1 – Service Standards

Schedule 2 – Quality, Health and Safety and Environmental

Schedule 3 – Fees & Charging

Schedule 4 – GH Service provider Personnel, Training & Equipment

Schedule 5 – Resilience & Contingency

Schedule 6 – Plans, Policies & Reports


Schedule 7 – Sanctionable Practice

Schedule 8 – Airport Operator Special Requirements relating to QHSE.

Schedule 9 - Draft Agreement on Occupational Health and Safety, Environmental and Fire Protection)

16.2 By signing the Agreement and/ or the amendment to the Agreement, GH Service provider confirm that it has familiarized itself with the contents of these Terms and Conditions and its Schedules and that it fully accepts them to be applicable to the contractual relationship under the Agreement.

BELGRADE AIRPORT d.o.o. Beograd



Director / CEO
Chivoine Rem



SCHEDULE 1 – SERVICE STANDARDS

INTRODUCTION

The Airport Operator provides and maintains Airport infrastructure to facilitate the ability to deliver a high level of service provided at the Airport by GH Service providers and excellent passenger experience. In support of providing appropriate service and in accordance with best industry practice, the Airport Operator has introduced a policy of regular monitoring of the level of services provided to passengers by using different tools and sharing collected results/information with its partners. Such monitoring includes measuring actual performance against the Service Standards of the GH Service providers as stipulated in Schedule 1 of this Terms and Conditions.

The Service standards from this Schedule 1 hereof apply to GH Service providers who, in accordance with the valid Certificate, provide services whose standards are defined in this Schedule 1 (Service Standards).

The provisions of this Schedule are without prejudice to any other provisions of this Terms and Conditions.

1 SERVICE STANDARDS

1.1 The Parties provide high quality services at the Airport in an efficient, safe and secure manner that meet the expectations of the Airport User. For this purpose:

The GH Service provider must:

- Prioritise meeting or exceeding the service levels set out in Service Standards.
- cooperate fully with Belgrade Airport to continuously improve service levels.

The GH Service provider accepts that in the following service standards, there are incremental changes that will take place at the beginning of each calendar year of the Agreement period.

1.2 The GH Service provider shall comply with the following Service Standards:

1.2.1 GH SERVICES IN TERMINAL BUILDING:

1.2.1.1 Check in -Queuing time

Note: The GH Service provider agrees to accept the Belgrade Airport d.o.o. technology solution and associated Belgrade Airport d.o.o. approved methodology to measure queue times once it is in place across the airport' check in zones. Until such time as the technology solution is in place, monitoring of the service standard for queue times will be through checks conducted by Belgrade Airport d.o.o.

1.2.1.2 **Departure Airline Desk** – Must be staffed when flights that the GH Service provider handles are cancelled and during any other disruption affecting the GH Service provider's customers and lasting over two hours for any one flight. At all other times there must be displayed on the desk in a prominent position at least one correct and up to date phone number for the GH Service provider as well as information on which Airlines the GH Service provider handles. Representatives manning the desk must inform Airport Duty Manager about their attendance. Failure to do this will result in a failure of the service standard.

This service will be monitored through checks by Belgrade Airport.

1.2.1.3 **"Clear desk policy"**, after a flight the GH Service provider agent is obliged to remove everything from the passenger registration counter, boarding desks, as well as to pick up tags from the garbage bins (the cleaning service must be called).

Upon completion of flight registration, as well as boarding control at the gates, the GH Service provider agent is obliged to remove all company materials (totems, roll ups, carpets, company holders).

This service will be monitored through checks by Belgrade Airport.

1.2.1.4 First/Last bag

- In-Bound Bags – First for each flight must be delivered onto the assigned baggage belt by the GH Service provider within 15 minutes of ATB for Small & Medium Aircraft
- In-Bound Bags – First for each flight must be delivered onto the assigned baggage belt by the GH Service provider within 25 minutes of ATB for Large Aircraft
- In-Bound Bags – Last bag for each flight must be delivered onto the assigned baggage belt by the GH Service provider within 30 minutes of ATB for Small & Medium Aircraft
- In-Bound Bags – Last bag for each flight must be delivered onto the assigned baggage belt by the GH Service provider within 40 minutes of ATB for Large Aircraft

Exemptions: Exemption from the service standard will be given for the following: Aircraft Serviceability (doors and holds) – occasions where the GH Service provider cannot access the aircraft hold due to technical issues preventing doors/holds being opened (must be noted into AODB) Failure of reclaim belt/door – must be reported to AOCC Maintenance immediately. Border Force Baggage Searches – must be noted in AODB. This service including but not limited to customs check, arrival sorting area will be monitor through report Daily baggage performance report.

1.2.1.5 Out-Bound Bags – Must comply with oversize baggage rules as notified by Airport Operator and must provide sufficient staff within the baggage halls to ensure that no belt stoppage condition is caused by insufficient staff in the baggage hall. This service will be monitored through checks by Airport Operator.

1.2.1.6 Real time - It is mandatory to register in "real time" on the FIDS above the arrival carousel the time for baggage delivery (baggage claim area). Must achieve 98% for all flights on a full day basis. If any of the infrastructure equipment is out of order, the GH Service provider agent is obliged to inform the Belgrade Airport d.o.o. This service will be monitored through checks by Belgrade Airport

1.2.1.7 Rush Bags – Where a bag failed to fly with its owner to an outbound destination, the bag must be sent out as a RUSH bag within 24 hours. Where a bag failed to arrive in to BEG and has been sent in as a RUSH bag, the bag must be collected for delivery within 24 hours.

Storage of the baggage for repatriation either by delivery or by flight must not be in view of the public. Airport Operator shall enable storage space and cover (paravane) on the wheels.

Exemptions: Exemption from the Rush Bag service standard will be given for the following:

- The next scheduled flight to the bags reported destination airport exceeds 24 hours.
- Where a passenger has specifically asked that the bag is not sent

This service will be monitored through checks by Belgrade Airport.

1.2.1.8 Baggage Hall attendance – Where the GH Service provider experiences disruption, cancelled flights or where it is known that the baggage delivery time for a flight or group of flights will exceed the service standard, a representative must be present in the baggage hall to inform passengers.

This service will be monitored through checks by Belgrade Airport.

1.2.1.9 Terminal contamination- In case of contamination of the terminal, due to the mistake of the GH Service provider, agent, the GH Service provider will bear all costs for flight delays, hotel accommodation and transportation in case of flight cancellation.

This service will be monitored through checks by Belgrade Airport.

1.2.1.10 ACI ASQ Departures/Arrivals programme – Service aspects rating at category:

Check-In:

Waiting time at check-in,
Courtesy and helpfulness of staff in the check-in area,

De-boarding:

Waiting time before de-boarding aircraft,
Courtesy & helpfulness of GH Service provider staff, ,

Baggage Claim:

Flight display on carrousel screens,
Waiting time before retrieving baggage,

Among other tools, the Airport Operator utilises results of ACI ASQ passenger satisfaction surveys to measure passenger satisfaction. Belgrade Airport doo will share ACI ASQ results of the service aspects listed above to the GH Service provider. The aim of the Airport Operator is to be in the first quarter of the list of airports, its size and region according to ACI ASQ Programme. At this moment and according to the results to the surveys from the previous year, the target service aspect rating for such objective is 4.00 or higher. This grade will be revised annually to reflect Airport Operator's objective of ranking in the top quartile. In order to jointly achieve this objective and Service Standards, the Airport Operator expects from GH Service providers to invest their best efforts.

1.2.1.11 VIP and CIP baggage - Upon the Belgrade Airport d.o.o. request (*Airport Experience Unit/ Služba brige o aerodromskom iskustvu*), the GH Service provider has the obligation to deliver passenger's bags to the VIP terminal, against compensation in accordance with the effective pricelist of the GH Service provider.

The work order for each of the services provided must be filled out with all necessary data (date, time, flight number, type and number of services, amount), signed by both sides, BEG and GH Service provider, and submitted for review and further implementation.

The issued invoice must have an attachment with an overview of the services provided.

This service will be monitored through checks by Belgrade Airport.

1.2.1.12 Delay, changes, and cancellation - In case of a flight delay of more than 10 minutes, the GH Service provider must inform the Belgrade d.o.o. (AOCC) due to the occupation/availability of infrastructure resources.

The GH Service provider has the obligation to inform in advance if there will be delays at Belgrade Airport d.o.o. side due to the failure of the infrastructure equipment, as well as about the code of the delays at AO's side. In the case of delays on AO 87, 89, 55, 58, 19, the ADM must be reported immediately, who will immediately investigate it.

In case of flight cancellations, the GH Service provider must keep sufficient number of check-in counters open, in order to take care of and inform their passengers about the cancelled flight, organize transportation and hotel accommodation. In case of flight cancellations, the GH Service provider must send its people to the baggage claim zone to assist passengers in collecting their luggage and escorting them to the exit and organized transportation.

1.2.1.13 Delay codes – the GH Service provider shall be obliged to enter delay codes into AMS, on a regular basis, after each,, Peak”.

1.2.2 GH services at APRON:

1.2.2.1 FOD - Before and after accepting the aircraft, the parking position, must remain clean (no FOD) – failure to do so should be penalized. GH Service provider agents are responsible to maintain correct condition of the parking stands for aircraft accepting - they must inspect the parking position before/after the flight, the airbridge and the equipment at the gates and report irregularities. It is strictly forbidden to throw garbage (of any kind) on the airside, it must be disposed of in prescribed/defined places.

This service will be monitored through checks by Belgrade Airport.

1.2.2.2. GSE equipment and vehicles must be parked in strictly prescribed areas and at the request of the Belgrade Airport d.o.o. to be moved as soon as possible if it makes an obstacle for any reason. The GH Service provider agent must not park equipment/vehicles in such a way as to block the entrance/exit from the terminal, vertical communication, stairs and sorting room, as well as on the corridors for the passage of passengers on the apron during boarding/onboarding.

This service will be monitored through checks by Belgrade Airport by controller of maneuvering areas.

1.2.2.3 Aircraft Towing – Where there is a need to tow an aircraft as defined by Belgrade Airport d.o.o., the GH Service provider must be able to provide reposition. Where the GH Service provider does not have the capability to tow an aircraft, there must be a contract in place for the tow to be completed by another company, on their behalf. If for any justified reason it is necessary to move the aircraft from one parking stand to another, at the request of the Belgrade Airport d.o.o., the GH Service provider must organize the towing as soon as possible. In case of failure of PBBs, when the PBB remains blocked on the aircraft, the GH Service provider agent has the obligation to help the Belgrade Airport d.o.o. and send a push back vehicle to remove the aircraft, on separate charge.

1.2.2.4 Marshalling – Belgrade Airport d.o.o. marshaller can, at the request of the GH Service provider, perform the parking/starting of the aircraft on their behalf for a fee, if there are available capacities. In case of delay of the GH Service provider to the parking position when the aircraft arrives, if Belgrade Airport d.o.o., parks the aircraft, such service will be charged separately in the amount of 50 euros per activity. This item shall be applicable from the moment the marshalling activities have been taken over by the GH Service provider.

1.2.2.5 State flights, acceptance and dispatch of aircraft and passengers flow are performed according to the instructions of the Belgrade Airport d.o.o. (ADM).

1.2.2.6 Aircraft removal assistance – In the event that the aircraft and vehicle remain on the manoeuvring areas or aprons due to a malfunction, the GH Service provider is obliged to assist the Belgrade Airport d.o.o. if Belgrade Airport d.o.o. does not have the technical capacity to remove the aircraft or vehicle from the manoeuvring areas as soon as possible. Airport Duty Manager will request service on separate charge (except in case of GH Service provider equipment malfunction) and GH Service provider will perform service.

1.2.2.7 Fuel leakage - In the event of a fuel/oil leak on the airside (parking stand), the Belgrade Airport d.o.o. must be notified immediately in order to remove it as soon as possible – on a separate charge. .

This is noted in ADM report.

1.2.3 INFRASTRUCTURE:

1.2.3.1 Infrastructure If any of the infrastructure equipment is out of order, GH Service provider is obliged to notify Belgrade Airport d.o.o. In case of untimely notification, GH Service provider does not have the right to assign delay codes to airport infrastructure. Belgrade Airport shall inform timely GH Service provider about airport infrastructure malfunction status.

If there is damage to the infrastructure equipment, due to the negligence of the GH Service provider, GH Service provider will bear the costs.

This will be monitored through ADM and Maintenance report.

1.2.4 REPORTING:

1.2.4.1 Incident reporting – GH Service provider must report an incident of any kind at airside/landside to the Belgrade Airport d.o.o.- Airport Duty Manager/*Dežurni menadžer Aerodroma*, which will be further forwarded and processed by Safety and QHSE.

1.2.5 RESOURCES ALLOCATION:

1.2.5.1 Resources allocation – GH Service provider must comply with allocation of airport resources (stand, gate, check-in counter) by Belgrade Airport d.o.o. In case of particular requests from the GH Service provider, Belgrade Airport d.o.o. will consider the possibilities according to the availability at that moment.

1.2.5.2 Sufficient resources – Thirty days ahead of the beginning of the winter/summer season, GH Service provider must demonstrate through an analysis that they have a sufficient number of people and GSE for the upcoming season for the airlines they handle. If GH Service provider does not meet target, Belgrade Airport can report this to relevant authorities and Grantor.

1.2.5.3 The GH Service provider agent must submit the **booked number of passengers** for the flights which they handle by 09:00 a.m., for the following day, so that the Belgrade Airport d.o.o. can insert it into the system and send the data to all relevant authorities, the Police and Customs Authority.

1.2.5.4 GH Service provider presence – The presence of a relevant representative of the GH Service provider at the daily morning operational meeting organized by the Belgrade Airport d.o.o. (ADM), in accordance with the operational needs, is mandatory.

1.2.6 Failure to meet the responsibilities within this Schedule will amount in breach of this Agreement and may result in penalties as defined under hereof and termination procedure under Article 11 hereof. Belgrade Airport d.o.o. reserves the right to amend the Service Standards in accordance with the provisions of these Terms and Conditions.

2. SERVICE STANDARDS (subject to penalties):

Ref.	Service element	Standard	Target	CAP/Penalty
1.	In-Bound Bags – First for each flight must be delivered onto the assigned baggage belt by the GH Service provider within 15 minutes of ATB for Small & Medium Aircraft	First bag to be on the arrival belt no later than 15min after aircraft on blocks (ATB)	95% on calendar month basis	Procedure applied in accordance with Article 11 hereof. Penalty amount: 500 EUR per month of Standard breach.
2.	In-Bound Bags – First for each flight must be delivered onto the assigned baggage belt by the GH Service provider within 25 minutes of ATB for Large Aircraft	First bag to be on the arrival belt no later than 25 min after aircraft on blocks (ATB)	95% on calendar month basis	Procedure applied in accordance with Article 11 hereof. Penalty amount: 500 EUR per month of Standard breach.
3.	In-Bound Bags – Last bag for each flight must be delivered onto the assigned baggage belt by the GH Service provider within 30 minutes of ATB for Small & Medium Aircraft	Last bag to be on the arrival belt no later than 30 min after aircraft on blocks (ATB)	95% on calendar month basis	Procedure applied in accordance with Article 11 hereof. Penalty amount: 500 EUR per month of Standard breach.
4.	In-Bound Bags – Last bag for each flight must be delivered onto the assigned baggage belt by the GH Service provider within 40 minutes of ATB for Large Aircraft	Last bag to be on the arrival belt no later than 40 min after aircraft on blocks (ATB)	95% on calendar month basis	Procedure applied in accordance with Article 11 hereof. Penalty amount: 500 EUR per month of Standard breach.
5.	1. Out-Bound Bags – Must comply with oversize baggage rules as notified by Belgrade Airport d.o.o.	>1 (one) incident per week where failure to comply with baggage rules causes belt stoppage in the departure sorting area		CAP procedure from Article 11 applied

	2. must provide sufficient staff within the baggage halls to ensure that no belt stoppage condition is caused by insufficient staff in the baggage hall.	>3 (three) incidents per month where baggage rules not complied with or insufficient staff in baggage hall resulting in belt stoppage.		<p>Procedure applied in accordance with Article 11 hereof.</p> <p>Penalty amount: 500 EUR per month of Standard breach.</p>
6.	Check In – Queue time - economy class	Check In – Queue time must not exceed 15 minutes on a weekly basis-economy class	95%	<p>Procedure applied in accordance with Article 11 hereof.</p> <p>Penalty amount: 500 EUR per month of Standard breach.</p>
7.	Check In – Queue time - business class	Check In – Queue time must not exceed 3 (three) minutes on a weekly basis-business class	95%	<p>Procedure applied in accordance with Article 11 hereof.</p> <p>Penalty amount: 500 EUR per month of Standard breach.</p>
8.	Check In – Must not permit queues to overflow assigned queuing areas.	>1(one) incident per week where target not met.		CAP procedure from Article 11 applied
		>3 (three) incidents per month where target not met		Procedure applied in accordance with

				Article 11 hereof. Penalty amount: 500 EUR per month of Standard breach.
9.	FOD Check	FOD Check – Must ensure that FOD check of Apron, stands and around PBBs (<i>Passenger Boarding Bridges</i>) is completed for 100% of flights on a full day basis.	100%	Procedure applied in accordance with Article 11 hereof. Penalty amount: 100 EUR per incident.
10.	Departure Airline Desk (check in desk and/or transfer desk)– Must be staffed when flights are cancelled and during any other disruption affecting the GH Service provider’s customers and lasting over two hours for one flight.	Representative not provided 1 (one) or more times in a given month	100%	Procedure applied in accordance with Article 11 hereof. Penalty amount: 500 EUR per incident
11.	Rush Bags – Repatriation of bags	Storage of the baggage for repatriation either by delivery or by flight must not be in view of the public.	100%	Procedure applied in accordance with Article 11 hereof. Penalty amount: 500 EUR per incident
12.	Terminal contamination	- 0 (zero) incidents of contamination of the terminal, due to the mistake of the GH Service provider, agent, tolerable.	100%	Procedure applied in accordance with Article 11 hereof. Penalty amount: 5000 EUR per incident
13.	VIP and CIP baggage	Upon Airport Operator. Protocol request, the GH Service provider has the obligation to deliver passenger's bags to the VIP terminal, up to 15 minutes, against compensation	100%	Procedure applied in accordance with Article 11 hereof.

				Penalty amount: 500 EUR per incident
14.	Real time	- It is mandatory to register in "real time" on the FIDS above the arrival carousel the time for baggage delivery (baggage claim area).	98%	Procedure applied in accordance with Article 11 hereof. Penalty amount: 500 EUR per day of breach

The amount of penalties from Schedule 1, point 2 (Service standards subject to penalties) is expressed as gross amount, and shall be calculated in accordance with the middle exchange rate of the National Bank of Serbia on the day of the tax liability. The GH Service Provider is obliged to pay the amount of penalty within 30 days from the date of receiving the invoice.

The right of the Airport Operator to collect the contractual penalty, does not affect the right of the Airport Operator to claim damages that exceeds the amount of penalties.

SCHEDULE 2 – QUALITY, OCCUPATIONAL HEALTH & SAFETY, ENVIRONMENT

The provisions of this Schedule are without prejudice to any other provisions of this Terms and Conditions.

1.0 GENERAL

- 1.1 The GH Service provider shall understand that persistent failure to meet QHSE responsibilities may result in termination of the Agreement, and that the determination of such failure is completely at the discretion of Belgrade Airport d.o.o. The GH Service provider agrees to meet all relevant legislative requirements and requirements within this Schedule at all times, regardless of airline schedule. The GH Service provider shall implement Quality Management System (QMS) that is compliant with ISO 9001:2015 or newer version and such other recognized standard as applicable to the GH Services and good industry practice. The GH Service provider shall ensure that the scope of the QMS covers the full range of activities carried out at the Airport.
- 1.2 The GH Service provider shall issue to Belgrade Airport d.o.o. on request its QHSE performance defined in PC-MNG.OHS.08 Procedure for Planning and Reporting on QHSE Aspects and Activities in Belgrade Airport d.o.o. and IN-MNG.OHS.08-01 Instruction for monitoring and analysis of QHSE indicators in Belgrade Airport d.o.o. Beograd for the period stated in the request and agrees for its QHSE performance, including adherence to KPIs as defined by Belgrade Airport d.o.o. to be shared with relevant stakeholders.
- 1.3 In the event of consistent failure to meet QHSE metrics defined in PC-MNG.OHS.08 Procedure for Planning and Reporting on QHSE Aspects and Activities in BA and IN-MNG.OHS.08-01 Instruction for monitoring and analysis of QHSE indicators in Belgrade Airport d.o.o. Beograd, trends being identified by either the GH Service provider or Belgrade Airport d.o.o. or a significant QHSE vent occurring, the GH Service provider shall without delay issue to Belgrade Airport d.o.o. a draft of the QHSE Action and Improvement Plan which will include corrective actions for all relevant accidents, incidents, injuries, spills, and events. Belgrade Airport shall have the possibility to comment on the QHSE Action Plan and GH Service provider shall take into account all such comments and implement them in the final version of the plan, to be prepared and issued to Belgrade Airport without delay upon receiving the comments.
- 1.4 The GH Service provider shall participate in all Belgrade Airport d.o.o. sponsored QHSE meetings, groups and committees.
- 1.5 The GH Service provider shall ensure compliance with all statutory QHSE responsibilities & requirements and the requirements of any competent authorities in relation to QHSE.
- 1.6 The GH Service provider shall ensure that relevant incident reporting procedures are included in employee induction training and that all incidents, accidents and near misses on the airfield are reported immediately to the GH Service provider's internal senior management and to Belgrade Airport responsible persons through appropriate Belgrade Airport d.o.o. channels, as defined within Belgrade Airport d.o.o. Directives and relevant legislation. Reportable incidents include, but are not limited to, accidents, incidents, unsafe practices, injuries, spills, wildlife strikes, or any damage to infrastructure, equipment, facilities, vehicles, or aircraft.
- 1.7 Special requirements of Belgrade Airport related to health and safety at work are defined in Schedule no. 8 hereof (Belgrade Airport Special Requirements relating to QHSE). During the performance of the Services the GH Service provider shall fully apply the measures of occupational health and safety, environmental protection and fire protection to the works of external contractors, defined by Belgrade Airport Procedures and the Agreement on Occupational Health and Safety, Environmental and Fire Protection) (OHSE FP Agreement) to be signed by the Parties, in all respects according to the model from Schedule 9 hereof (Draft Agreement on Occupational Health and Safety, Environmental and Fire Protection). Failure to comply with the provisions of the OHSE FP Agreement shall represent the grounds for termination of the Agreement, charging liquidating damages provided for in the OHSE FP Agreement and for claiming damages.
- 1.8 The GH Service provider shall ensure that no works are conducted on the Airport without the correct authorisation from relevant Belgrade Airport d.o.o. persons.

- 1.9 The GH Service provider acknowledges that when requested to investigate an incident they must do so in a timely manner, as may be stated in more details in the relevant BAD.
- 1.10 If the GH Service provider does not have implemented standards: ISO 9001:2015, ISO 14001:2015, and ISO 45001:2018, the deadline for implementation is 2 (two) years from the signing of the Agreement and for ISO 50001:2018, the deadline for implementation is 3 (three) years from signing of the Agreement-

2.0 ENVIRONMENT

- 2.1 The GH Service provider shall fully comply with all relevant environmental legislative requirements, environmental internal documents established by Belgrade Airport d.o.o. and undertake work in accordance with appropriate industry or regulatory best practice.
- 2.2 The GH Service provider shall fully support Belgrade Airport d.o.o. in achieving its communicated QHSE Policy outcomes and drive environmental performance improvements.
- 2.3 The GH Service provider shall implement an Environmental Management System (EMS) that is compliant with ISO 14001:2015 and Energy Management System (EnMS) ISO 50001:2018 or newer version and such other recognised standard as applicable to the GH Services and good industry practice. . The GH Service provider shall ensure that the scope of the EMS and EnMS covers the full range of activities carried out at Belgrade Airport d.o.o.
- 2.4 The GH Service provider shall take all reasonable steps to ensure that the GH Service provider and its staff cause no pollution or spill of chemicals or other materials which may cause Belgrade Airport d.o.o. to be in breach of any Legislation or Belgrade Airport d.o.o. procedures in respect of discharges into the environment. The GH Service provider agrees to accept full legal and financial responsibility for any repairs, remediation, or mitigations necessary where the GH Service provider is found to have caused environmental damage and such breach of Legislation or Belgrade Airport d.o.o. procedures.
- 2.5 The GH Service provider shall fully support Belgrade Airport d.o.o. in meeting its commitment to waste reduction and recycling and shall comply with all waste handling and disposal requirements as issued by Belgrade Airport d.o.o. or as required by Applicable Law. The GH Service provider is obliged to manage the waste generated by the provision of services in accordance with the Applicable Law in the area of Environmental Protection, to ensure the separation of waste, and the proper disposal of waste in accordance with the law, with the engagement of authorized companies for the collection of all types of waste, non-hazardous and hazardous as well as De-icing waste created in the process of de-icing the aircraft. The GH Service provider agrees to accept full legal and financial responsibility for any repairs, remediation or mitigations necessary where the GH Service provider is found not to have complied with such requirements or Applicable Law.
- 2.6 The GH Service provider shall fully comply with all hazardous material and dangerous goods requirements as issued by Belgrade Airport d.o.o. or as required by Applicable Law. The GH Service provider shall further agree to accept full legal and financial responsibility for any repairs, remediation, or mitigations necessary where the GH Service provider is found not to have complied with such requirements.
- 2.7 The GH Service provider shall fully support Belgrade Airport d.o.o. in achieving its goals in terms of "Net zero emission by 2030" and shall act in line with the Decarbonization roadmap that Belgrade Airport d.o.o. shall provide to the GH Service provider. The GH Service provider shall develop and implement an activity plan in line with Belgrade Airport d.o.o. targets and Decarbonization roadmap. The activity plan shall be submitted to Belgrade Airport d.o.o. for validation, once a year. The status of the implementation of the activity plan shall be presented to Belgrade Airport d.o.o. during the monitoring visits that Belgrade Airport d.o.o. shall conduct. The GH Service provider shall be able to provide data related to energy consumption and GHG emissions and all the associated justifications necessary to fulfil the requirements of the Airport Carbon Accreditation, as well as data prescribed by Applicable Law or other requirements.
- 2.8 The GH Service provider shall fully comply with the requirements of the ISO 50001:2018 which applies to Belgrade Airport d.o.o. The GH Service provider shall establish a measurement plan and energy

performance monitoring indicators in accordance with the energy efficiency goals of Belgrade Airport d.o.o. and based on the documentation that Belgrade Airport d.o.o. shall deliver to the GH service provider. The measurement plan and energy performance monitoring indicators are submitted to Belgrade Airport d.o.o. for validation, once a year. The energy use within the perimeter of the GH operator needs to be managed with an efficiency target of Belgrade Airport d.o.o. The GH Service provider shall be able to provide data related to energy management and related justifications necessary to fulfil the requirements of the ISO 50001:2018 standard, as well as data prescribed by Applicable Law or other requirements. The GH Service provider should be able to provide all necessary information and participation during energy monitoring visits and implementation.

3.0 OCCUPATIONAL HEALTH AND SAFETY

3.1 The GH Service provider shall fully comply with all relevant Occupational Health and Safety (OHS) Applicable Law requirements, OH&S specially:

- Adoption of the Risk Assessment Act in written form for all workplaces in the working environment and establishing methods and measures to eliminate or mitigate risks.
- Determination of rights, obligations, and responsibilities in the field of occupational health and safety by BADs documents.
- Appointment of the Health and Safety Advisors by writing act
- Provision of first aid and training the appropriate number of first aid staff
- Training of employees in occupational health and safety
- Ensuring the use of tools and means and equipment for personal protection (inability to perform operations at apron and without a prescribed PPE)
- Providing prescribed medical examinations for employees based on the Risk assessment Act and evaluation of occupational health services
- Preliminary and periodic inspections and checks of working equipment.

The GH Service provider shall fully comply with all relevant Occupational Health and Safety (OHS) Applicable Law requirements, BADs related to QHSE and undertake work in accordance with appropriate industry or regulatory best practice.

3.2 The GH Service provider shall fully support Belgrade Airport d.o.o. in achieving its OHS Policy outcomes and drive OHS performance improvements.

3.3 The GH Service provider shall implement an Occupational Health and Safety Management System that is compliant ISO 45001:2018 or newer version and such other recognised standard as applicable to the GH Services and good industry practice. The GH Service provider shall ensure that the scope of the OHS Management System covers the full range of activities carried out at Belgrade Airport d.o.o.

3.4 The GH Service provider shall ensure staff & contractors fully comply at all times with minimum personal protective equipment requirements as defined within Belgrade Airport d.o.o. BADs. The GH Service provider shall carry out risk assessments for all tasks performed by their employees and contractors within the airside environment and ensure consideration is given to whether the employee requires additional PPE, including head, hand and eye protection.

3.5 The GH Service provider shall ensure that no works are conducted on the Airport without the correct authorisation from relevant Belgrade Airport d.o.o. parties.

3.6 The GH Service provider shall ensure that there is a fully trained first aider on shift at Nikola Tesla Airport while there are staff on shift.

SCHEDULE 3 – FEE AND CHARGING

The provisions of this Schedule are without prejudice to any other provisions of this Terms and Conditions.

1.0 CONTINGENT CAPABILITY CHARGES

- 1.1 The GH Service provider acknowledges that its failure to comply with the terms of this Terms and Conditions may result in expense being incurred by Belgrade Airport d.o.o. to assist the GH Service provider's operation to enable the delivery of the Services to the Service Standards. Accordingly, Belgrade Airport d.o.o. and the GH Service provider agree that Belgrade Airport d.o.o. may recover on demand all reasonable costs in such circumstances from the GH Service provider. Charges are referred to in the latest BADs.
- 1.2 If the GH Service provider (acting in good faith) holds the genuine belief that the amount demanded by Belgrade Airport d.o.o. pursuant to paragraph 1.1 above is not due then the GH Service provider shall notify Belgrade Airport d.o.o.

2.0 TOW-AWAY & IMPOUNDING CHARGES

- 2.1 The GH Service provider shall pay Belgrade Airport d.o.o. fees and charges for removal, recovery and storage relating to the improper/unsafe parking, storage or maintenance of vehicles and equipment. Details of the fees and charges can be found in the latest BAD (i.e., pricelist).

3.0 OTHER FEES AND CHARGES

- 3.1 The GH Service provider shall pay to Belgrade Airport d.o.o. the standard user charges/prices, as referred to in the latest BADs and BANs, in respect of facilities and services supplied to the GH Service provider by Belgrade Airport d.o.o.
- 3.2 The GH Service provider shall pay to Belgrade Airport d.o.o. rentals and other sums due for accommodation, equipment and vehicles parking areas, and other properties in accordance with the terms of the relevant lease or other agreements on terms satisfactory to Belgrade Airport d.o.o.

4.0 PAYMENT

- 4.1 For the standard user charges in respect of facilities and services supplied to the GH Service provider by Belgrade Airport d.o.o. under the Agreement (such as: prices for access to service and auxiliary service roads and charges for retention of vehicles and equipment of GH Service provider during the period when such are not active in aircraft ground handling operation), the GH Service provider undertakes, to pay the invoiced amount to the Airport Operator within 15 days after receiving the correctly issued invoice.
- 4.2 For the aeronautical charges i.e. charges for access to the centralized infrastructure which are defined as per the applicable BELGRADE AIRPORT Price List of airport services and are levied on the airlines, GH Service provider shall make payments to BELGRADE AIRPORT on behalf and in the name of the airline for airport services provided by BELGRADE AIRPORT to the airline in question, if an agreement has been concluded between the airline and the GH Service Provider, stipulating that the GH Service Provider shall charge to the airline the aeronautical services on behalf and in the name of BELGRADE AIRPORT, as well as in other cases where the collection of airport fees from airlines is performed by the GH Service provider on behalf and for the account of Belgrade Airport d.o.o.

Aeronautical charges are calculated according to the applicable Airport Price Lists. BELGRADE AIRPORT undertakes to notify the GH Service provider of any change in the Price List, in writing and within the legal deadline before the amended prices become applicable.

The GH Service Provider shall, during the term of the Agreement, hold and timely submit to BELGRADE AIRPORT valid evidence (valid authorization issued by the airline) whereby confirming that it is authorized to make payments to BELGRADE AIRPORT on behalf and in the account of the airline for airport services provided by BELGRADE AIRPORT to the airline in question.

Pursuant to the above, for landing and take-off charges, lighting system charges, aircraft parking charges, charges for access to the centralized infrastructure, passenger service charges, security charges and other aeronautical charges, BELGRADE AIRPORT shall issue Payment request to the GH Service provider for airport services provided to airlines, accompanied by invoice in matter issued to airline together with each Payment request and the GH Service provider shall pay BELGRADE AIRPORT charges according to the issued Payment requests in the name and for the account of the airlines in accordance with the Agreement. The GH Service provider shall charge a fee for the above services from the airlines, as per issued invoices for payment, pursuant to the particular agreement concluded with the airlines.

To airlines not operating within the regular flight schedule, aeronautical charges shall be billed based on the submitted GHLCN forms. The GH Service provider shall submit a properly completed GHLCN form to BELGRADE AIRPORT within a period not exceeding 5 (five) business days from the completed flight.

Issuance of Payment requests for aeronautical charges in accordance with GHLCN shall be done on a weekly basis. The GH Service Provider shall pay the Payment request within 15 (fifteen) days from the day the Payment request is issued, to the current account of BELGRADE AIRPORT d.o.o. no. 170-0030036782000-94 at UNICREDIT BANK SERBIA, AD, BELGRADE, according to the NBS middle exchange rate applicable on the day of trade.

For all payments made 15 (fifteen) days after the Payment request issuance date, the Airport shall reserve the right to charge interest at the rate of the statutory default interest rate.

The calculated aeronautical charges shall be checked when issuing the invoice for the services provided to airline and Payment request to GH Service Provider. In case of incorrect calculation and billing of aeronautical charges, BELGRADE AIRPORT shall notify the GH Service Provider thereof and shall reserve the right to correct GHLCN in accordance with the Price List.

- 4.3 The GH Service provider shall not be entitled to any right of set-off or deduction (including taxes or charges) from any fees or charges due pursuant to the Agreement save as required by law.
- 4.4 If Applicable Law requires any tax or charge to be deducted before payment the amount of such payment shall be increased so that the payment made will equal the amount due to Belgrade Airport d.o.o. as if no such tax or charge had been imposed.
- 4.5 All sums due which are not paid on the due date shall bear statutory default interest, calculated on a daily basis from the date when such sums were due until the date of payment (both dates inclusive and before as well as after any judgment).
- 4.6 Failure to pay fees and charges assessed by Belgrade Airport d.o.o. may result in activation of collaterals under the Agreement and termination of the Agreement under Clause 11 of this Terms and Conditions.

SCHEDULE 4 - GH SERVICE PROVIDER PERSONNEL, TRAINING & EQUIPMENT

The provisions of this Schedule are without prejudice to any other provisions of this Terms and Conditions.

1.0 GENERAL

1.1 The GH Service provider should adhere to the Ground Handling standards detailed within the most current IATA Ground Operations Manual (IGOM). The GH Service provider shall adhere to Belgrade Airport d.o.o. BADs.

2.0 GH SERVICE PROVIDER PERSONNEL

2.1 The GH Service provider shall ensure that the Services are provided by a sufficient number of appropriately experienced, qualified, competent, and trained personnel who have appropriate knowledge of the Services.

2.2 The GH Service provider shall ensure that its Employees:

- a) meet minimum English language skill requirements necessary to ensure a safe airside working environment and the ability to respond quickly to directions given in English in the case of emergency.
- b) are aware of the GH Service provider's obligations under this Terms and Conditions and the Agreement.
- c) comply with such rules, regulations and requirements (including those relating to security and safety) as may be in force for conduct of persons when at the Airport.
- d) wear identity cards issued by Belgrade Airport d.o.o. at all times whilst on the Airport and ensure that such cards are surrendered to Belgrade Airport d.o.o. immediately upon any member of staff ceasing to be employed by the GH Service provider at the Airport.
- e) do not consume alcohol or any drug classified in or pursuant to Applicable Law or be under the influence of the same whilst on duty anywhere on the Airport; The GH Service provider is obliged to remove any such person from the Airport should positive result be obtained from alcohol and drug testing, or
- f) conduct themselves in a professional manner at all times but particularly within the passenger facing areas of the Airport; and
- g) are made aware of the importance of appropriate behaviour to ensure a high-quality customer experience while using the Airport passenger facilities and do not cause any damage to the professional reputation of Belgrade Airport d.o.o. or the Airport.

2.3 The GH Service provider shall, at its own expense, ensure that all Employees working at the Airport wear appropriate high visibility garments, protective clothing and uniforms appropriate to their duties and are easily identified by means of a prominent identity tag issued by Belgrade Airport d.o.o.

2.4 The GH Service provider shall adhere to all BADs and BANs relating to Airside discipline.

2.5 The GH Service provider shall ensure that its Employees used in the conduct of its operations are in possession of a valid permit issued by Belgrade Airport, appropriate for the area in which the employee is required to operate.

2.6 The GH Service provider shall in the event of criminal suspicion against of its employees during the conduct of their work, report these suspicions to the relevant Authorities and inform Belgrade Airport d.o.o.

- 2.7 Belgrade Airport d.o.o. may, at its sole discretion, on reasonable grounds and by written notice to the GH Service provider, refuse to admit any Employee onto, or withdraw permission for such persons to remain at, the Airport.
- 2.8 The GH Service provider shall ensure that all drivers of its Vehicles are in possession of valid driver's licences appropriate to the category of vehicle which they are required to operate i.e., that all Airside drivers possess a valid airside driving permit prior to undertaking any driving duties on the Airside.
- 2.9 The GH Service provider shall in carrying out the Services, act as the principal and not as the agent of Belgrade Airport d.o.o. accordingly:
- 2.9.1 The GH Service provider shall ensure that its representatives and Employees refrain from saying or doing anything which might lead any other person to believe that the GH Service provider is acting as agent of Belgrade Airport d.o.o.
- 2.9.2 Nothing in this Agreement shall impose any liability on Belgrade Airport in respect of any liability incurred by the GH Service provider to any other person.
- 2.10 Industrial or strike action involving the GH Service provider - The GH Service provider shall act in good faith to maintain harmonious labour relations with its employees at the Airport and, in particular, prevent from engaging in any activities in, or about the Airport which may in any way prejudice safety or security or adversely interfere with the rights or operations of the other Airport Users.
- 2.10.1 Should any dispute arise between the GH Service provider and any of its employees which, in Belgrade Airport d.o.o. opinion, may and/or does in any way prejudice the safety and /or security of the Airport and/or adversely interfere with the operations of the Airport and/or the rights and/or the operations of any other Airport user, Belgrade Airport d.o.o. may take such steps as it deems necessary for the protection of its interests and those of other Airport Users
- 2.10.2 The aforesaid may include, without limiting the generality of the foregoing:
- 2.10.2.1. requiring, through Belgrade Airport own security personnel or with the assistance of the state security services, any or all of the employees of the GH Service provider to vacate the Airport Airside area, or to withdraw completely from the Airport until resolution of the dispute;
- 2.10.2.2. denying, in the interests of safety and security, any or all of the GH Service provider employees' access to the Airport until resolution of the dispute.
- 2.10.2.3. affording Belgrade Airport, the right (but not the obligation) to temporarily take control of the Equipment of the GH Service provider, in instances where the GH Service provider is incapable of providing the Services in a timely and high-quality manner. In this event Belgrade Airport will have the right to provide the Services itself and under its own responsibility and liability, to commission a third party to do so, or to grant permission to the Airport user to handle their aircraft themselves. Furthermore, regardless of whether Belgrade Airport exercises its right to take control of the Equipment, the GH Service provider will be obliged to release any of its clients' goods which may be held in its storage facilities or under its care if its clients request such release; and
- 2.10.2.4 initiating such legal steps as may be appropriate.
- 2.10.3 Each of the Parties shall bear full responsibility for and indemnifies the other Party for any loss and damage, whether direct, indirect, consequential, or otherwise, to such other Party property, arising out of the negligence or wilful misconduct of the other Partys officers, employees or agents during the course of any strike action.
- 2.10.4 While all reasonable endeavours will be made by Belgrade Airport to consult the GH Service provider prior to taking any action detailed above, Belgrade Airport shall not be liable to compensate the GH Service provider for any loss or damage, whether direct, indirect, consequential

or otherwise, which the latter may suffer as a result of any action taken by Belgrade Airport which is reasonable in the circumstances.

3.0 TRAINING

3.1 The GH Service provider shall:

3.1.1 Provide the Belgrade Airport d.o.o. with evidence, upon request, that its staff possess the following knowledge and skills:

- a) the ability to drive and operate Vehicles and specialized Ground Handling Equipment.
- b) good knowledge and understanding of the Policy Guidelines issued by Belgrade Airport d.o.o.; and,
- c) good knowledge and understanding of the Operating Procedures issued by the GH Service provider.

3.1.2 Shall ensure that all temporary and permanent personnel, excluding temporary escorted visitors, who are required to enter the Airside for whatever reason, attend the Belgrade Airport d.o.o. Airside Safety training and Airside Safety Driver training to ensure that personnel have been provided with the appropriate training in order to perform their respective duties safely;

3.1.3 Ensure that an accredited trainer provides training as per the standards set out by Belgrade Airport d.o.o., for the relevant accredited training programmes under the airport's responsibility – e.g., jet bridge operations, etc.; and,

3.1.4 Implement an initial and recurrent training programme for all relevant staff, including but not necessarily limited to:

- a) Airside safety
- b) Safety Management System (SMS)

3.2 The GH Service provider shall establish training intervals deemed appropriate for proper training of staff in accordance with relevant national regulations and must ensure all relevant staff receive updated training in all areas listed in this Schedule in accordance with relevant national regulations.

3.3 The GH Service provider shall note that personnel without verifiable training documentation will not be permitted to work at the Airport on working position that require appropriate training documentation.

4.0 THE GH SERVICE PROVIDER EQUIPMENT

4.1 The GH Service provider shall provide and maintain at its own expense sufficient vehicles and equipment to enable it to carry out the Services. Such equipment shall be for the provision of the Services only and upon the termination of the Agreement the GH Service provider shall remove all such equipment owned by it or held by it under a hire or rental agreement.

4.2 The GH Service provider shall to the full satisfaction of Belgrade Airport d.o.o. at all times provide and maintain in good repair condition and appearance (fair wear and tear excluded) the vehicles and equipment which are necessary for the provision of the Services in accordance with the terms of this Terms and Conditions and ensure that such vehicles and equipment are maintained in a safe condition in working order and comply with all BADs, BANs and Applicable Laws relating thereto and operated by trained and properly qualified operators.

4.3 The GH Service provider shall ensure the movement, positioning, parking and, where applicable, storing of the GH Service provider's vehicles and equipment on the Airport shall at all times be subject to the

control of Belgrade Airport d.o.o. and the GH Service provider shall comply with all BADs, BANs and Applicable Laws applicable to such vehicles and equipment and the movement thereof on the Airport.

4.4 After SMATSA officially requests implementation of tracking system, The GH Service provider shall cause its tracking system to supply data to Belgrade Airport d.o.o. 24/7. The GH Service provider agrees that data relating to electronic vehicle tracking systems (telematics) may be shared with relevant stakeholders as defined in Clause 6.3.

4.5 The GH Service provider shall:

4.5.1 ensure all vehicles and equipment are safe to use and comply with all Belgrade Airport d.o.o. specifications and requirements as defined within Belgrade Airport d.o.o. BAD (Airport Operator's document explaining traffic rules, right of way, speed limits etc.). Ensure its staff do not use unsafe equipment or equipment which has outdated safety inspection certificates.

4.5.2 Ensure its staff do not use unsafe equipment or equipment which has outdated safety inspection certificates.

4.5.3 provide Belgrade Airport d.o.o. an annual inventory of equipment on site and submit records validating that all vehicles and equipment have passed a safety inspection within the past year.

4.5.4 ensure that all equipment shall be operated and maintained in accordance with the manufacturers' instructions and without prejudice to the generality of the foregoing the GH Service provider shall not be permitted to use unserviceable assets in its operation.

4.5.5. ensure that they have 24/7 airside breakdown cover. Where a vehicle or piece of equipment can't be removed in line with current procedures Belgrade Airport d.o.o. will instruct recovery at a cost to the GH Service provider.

4.6 The GH Service provider shall provide in writing to Belgrade Airport d.o.o. at such reasonable intervals as Belgrade Airport d.o.o. shall require such details of the GH Service provider's vehicles fleet as Belgrade Airport d.o.o. shall require including (without limitation) number of vehicles, type of vehicle and details of the GH Service provider's vehicle replacement programme. The GH Service provider shall submit in writing for consideration and approval by Belgrade Airport d.o.o. a specification document relating to any changes to Equipment or Vehicles fleet before entry into service to which approval shall not be unreasonably denied or withheld. No Equipment or Vehicles will be permitted on to the Airport without the vehicle permit having been obtained.

4.7 Belgrade Airport d.o.o. shall be entitled to assume that Unit Load Devices (ULDs) are owned by the Airlines and managed by the GH Service provider unless informed to the contrary.

The GH Service provider shall:

a) ensure all ULDs are safe to use and comply with all Belgrade Airport d.o.o. specifications and requirements as issued.

b) ensure its staff do not use unsafe ULDs.

c) ensure that all ULDs shall be operated and maintained in accordance with the manufacturers' instructions and without prejudice to the generality of the foregoing the GH Service provider shall not be permitted to use unserviceable assets in its operation.

d) actively manage, in association with the supported Airport User, the ULD stock to ensure the right levels of stock holding to balance the ability to carry out the services by Season against the storage availability at Belgrade Airport d.o.o., removing from Belgrade Airport d.o.o. excess ULD capacity as required;

- e) ensure all ULDs, when not in use, are properly stored off the ground on stillage or dolly and appropriately secured for all weather conditions;
- f) where ULDs are stored off the ground on stillage, the GH Service provider understands that, when Belgrade Airport d.o.o. issues a BAD and in prior warning to the GH Service provider, charges stated in the BAD will apply to the storing of ULDs on stillage;
- g) ensure all damaged ULDs are either promptly repaired or removed from the Airport.

SCHEDULE 5 – RESILIENCE & CONTINGENCY

The provisions of this Schedule are without prejudice to any other provisions of this Terms and Conditions.

1.0 OPERATIONAL RESILIENCE

1.1 Service Standards

The GH Service provider agrees to meet the Service Standards at all times, regardless of airline schedule. However, exclusions may be agreed with Belgrade Airport d.o.o. due to mitigating circumstances, such as weather, air traffic restrictions, etc. Such exclusions must be agreed with Belgrade Airport d.o.o. on a case-by-case basis.

1.2 IT Services

To ensure a resilient service to Belgrade Airport d.o.o. passengers and airlines, the GH Service provider shall provide resilient IT services. As such, the GH Service provider shall place critical IT assets such as, but not limited to, servers, Wide Area Network (WAN) routers, switches, and storage systems in chargeable colocations facilities provided by Belgrade Airport d.o.o. unless the GH Service provider operates remote hosting of all IT services with associated resilient WAN connections.

The GH Service provider shall provide Belgrade Airport d.o.o. with evidence of a viable backup process for all IT systems in place and that a failover test has been completed every 6 (six) months, which should be included as part of the Summer and Winter readiness checks.

Any non-planned outages that could affect the operation, must be reported to the Airport Duty Manager so that an impact assessment can be established.

1.3 Cancelled Flights

The GH Service provider shall inform Belgrade Airport d.o.o. of all cancellations and diverted flights on the day as soon as operationally possible. The GH Service provider must also ensure that they have the capability and processes in place to control passengers and repatriate bags within an appropriate timescale.

2.0 CONTINGENCY READINESS

2.1 The GH Service provider must have in place contingency plans to deal with possible types of disruption at the Airport and must coordinate these with the relevant contingency plans in place at Belgrade Airport d.o.o. GH Service Provider is obliged to adopt its own Contingency Plan (Business Continuity Plan) within 12 months from the implementation of the Airport Operator's Contingency Plan.

2.2 As a minimum, the GH Service provider must meet Belgrade Airport d.o.o. requirements for contingency plans as defined within Belgrade Airport d.o.o. policy.

2.3 The GH Service provider shall attend all Belgrade Airport d.o.o. facilitated emergency planning events and readiness exercises.

3.0 CONTINGENCY RESPONSE

3.1 The GH Service provider shall fully engage with Belgrade Airport d.o.o. and follow all instructions, written and verbal, as part of any emergency management procedure in accordance with applicable Airport Operator Emergency Response Plan, as well as all requested engagement in contingency planning and readiness exercises.

4.0 OPERATING SYSTEM STABILITY

- 4.1 To ensure maximum operational stability, the GH Service provider shall not make changes to its operational systems and associated network infrastructure without the consent of Belgrade Airport d.o.o. The GH Service provider will communicate any planned changes or tests of operational systems that are out of the GH Service provider's control and are carried out by external suppliers to Airport Operator.

SCHEDULE 6 – PLANS, POLICIES & REPORTING

The provisions of this Schedule are without prejudice to any other provisions of these Terms and Conditions.

1.0 THE GH SERVICE PROVIDER POLICY, PLANS & RECORDS

1.1 The GH Service provider shall on request provide to Belgrade Airport d.o.o. access to the GH Service provider' policies, plans and records as defined in Table 1 of Appendix 1 to this Schedule.

2.0 SERVICES CONTRACTED

2.1 In order to enable Airport Operator to monitor the performance of GH Service provider obligations from the Agreement/Terms and Conditions, the GH Service provider shall provide to Belgrade Airport d.o.o. a complete list of Services contracted to the airlines (per each airline) being handled by the GH Service provider as per SGHA agreement valid on commencement of these Terms and Conditions and subsequently as contractual relationships change, in each case no later than five (5) Business Days following the entering into a SGHA agreement and/or its amendment, as applicable.

2.2 The GH Service provider shall advise Belgrade Airport d.o.o. in writing as soon as it becomes aware of any conflict between the provisions set out in these Terms and Conditions relating to Services, Service Standards, environmental or health and safety requirements and the provisions set out in any agreement the GH Service provider holds with the airlines being handled. The GH Service provider agrees that it is a GH Service provider responsibility to ensure all such commercial agreements do not conflict with the provisions of this Terms and Conditions.

3.0 SEASONAL READINESS

3.1 The GH Service provider shall participate in all Belgrade Airport d.o.o.-facilitated Season readiness activities, including but not limited to demand profile development, joint resource planning, recruitment planning and contingency & resilience plan development.

3.2 The GH Service provider shall provide to Belgrade Airport d.o.o., twice annually, and at a minimum at least 45 days prior to the beginning of each aviation Season (summer, winter), a confirmation that the ground handling agent's schedule, roster, and staffing plan is appropriate to the level of activity it plans to undertake with their airline customers for that Season, enabling the ground handling agent to fully comply with, at all times, the service standards as stipulated on Schedule 1 of these Terms and Conditions.

4.0 PERFORMANCE REPORTING

4.1 The GH Service provider is aware that Belgrade Airport d.o.o. will measure actual performance against the Service Standards and assess compliance with the GH Service provider 's obligations. The GH Service provider shall still maintain records and data relating to the Services and if required provide these to Belgrade Airport d.o.o. in such detail and in such format as Belgrade Airport d.o.o. reasonably requires.

4.2 Notwithstanding any other obligation of the GH Service provider, where the GH Service provider has not achieved the defined Service Standard, the GH Service provider shall undertake a detailed analysis to highlight trends and factors affecting performance in respect of each Airport User served by the GH Service provider and all such analysis and underlying data shall be promptly given to Belgrade Airport d.o.o within the CAP as defined under Clause 11 of this Terms and Conditions.

5.0 INFRASTRUCTURE REPORTING

5.1 The GH Service provider shall report forthwith to Belgrade Airport d.o.o. in a format acceptable to Belgrade Airport d.o.o. as stated in Belgrade Airport d.o.o. Directives any defects/faults in the Airport and its fixtures and fittings therein or thereon which may come to the GH Service provider 's attention during execution of the Services.

6.0 CUSTOMER COMMENTS & COMPLAINTS

7.1 Where Belgrade Airport d.o.o. and the airlines being handled by the GH Service provider consider it appropriate for GH Service provider and directly to a customer's comment/complaint, the GH Service provider shall:

- a) use all reasonable endeavours to resolve a customer complaint directly with the traveller within 3 days of receiving it but in any event to acknowledge such complaint within 3 days of receipt and use all reasonable endeavours to resolve such complaint as soon as possible thereafter and provide Belgrade Airport d.o.o. with a copy of all responses which might impact on Airport operations.
- b) The GH Service provider shall provide Customer complaint report to the Belgrade Airport d.o.o., with the number of complaints and details of resolution.

7.2 Where Belgrade Airport d.o.o. or the airlines being handled by the GH Service provider considers it inappropriate for the GH Service provider to respond directly to a customer's comment/complaint, the GH Service provider shall provide specific information that Belgrade Airport d.o.o. may reasonably require in order to respond fully to a customer complaint and shall not itself respond further to that customer. The GH Service provider shall provide a contact person from the GH Service provider customer care service for direct communication with Belgrade Airport d.o.o.

7.0 INCIDENTS REPORTING

7.1 The GH Service provider shall report forthwith to Belgrade Airport d.o.o. in a format acceptable to Belgrade Airport d.o.o. of any disruption or suspension of the ground handling service provision activities within 12 hours of any disruption or any suspension of the ground handling service provision activities, provide the Airport Operator with a report detailing the circumstances of such disruption or suspension. The Airport Operator shall have the right to request from the GH service provider any and all information it deems necessary relating to any disruption or suspension of the ground handling service provision activities, such requests to be complied with by the GH Service provider within two (2) days following the receipt thereof.

7.2 The GH service provider shall promptly inform the Airport Operator in writing, within two (2) days of becoming aware of any of them of any material risk and any environmental damage in relation to the Airport and Airport Operator assets any other events which might have a material adverse effect on the Airport and/or its assets.

Appendix:

1. GH Service provider Policy, Plans & Performance Reporting Requirement

APPENDIX 1 to SCHEDULE 6: GH Service provider POLICY, PLANS & PERFORMANCE REPORTING REQUIREMENT

Serial	Item	Frequency	Remarks
Table A – Policies & Plans			
1	Occupational Health and Safety policy	On Request	
2	Risk Assessments	On Request	As relevant to all elements of the GH Service provider’s Ground Handling activities.
3	Airside Safety policy	On Request	Including the Safety Management System (SMS).
4	Environmental policy	On Request	
5	Energy management system policy	On Request	
6	Quality policy	On Request	
7	Security policy	On Request	
8	Drug and Alcohol policy	On Request	
9	Insurance certificates	On Request	
10	Contingency Plans	On Request	when it becomes applicable (Schedule 5, Clause 2.1)
11	IT Systems Back Up Process	On Request	
12	IT Systems Failover	On Request	
13	Operational Readiness and planning	On Request	Not limited to specifically named document but can include any information relating to
14	Geo Tagging and Telematics	On Request	when it becomes applicable (Schedule 4, Clause 4.4)

SCHEDULE 7 – SANCTIONABLE PRACTICE

"**IFC**" means INTERNATIONAL FINANCE CORPORATION, (i) an international organisation established by Articles of Agreement among its member countries including the Republic of Serbia, and (ii) a lender under the COMMON TERMS AGREEMENT between VINCI AIRPORTS SERBIA D.O.O. BEOGRAD (BELGRADE AIRPORT d.o.o. Beograd) as Borrower, and IFC members.

The purpose of these Guidelines is to clarify the meaning of the terms "Corrupt Practices", "Fraudulent Practices", "Coercive Practices", "Collusive Practices" and "Obstructive Practices".

1. CORRUPT PRACTICES

A "**Corrupt Practice**" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

INTERPRETATION

A. Corrupt practices are understood as kickbacks and bribery. The conduct in question must involve the use of improper means (such as bribery) to violate or derogate a duty owed by the recipient in order for the payor to obtain an undue advantage or to avoid an obligation.

Antitrust, securities and other violations of law that are not of this nature are excluded from the definition of corrupt practices.

B. It is acknowledged that foreign investment agreements, concessions and other types of contracts commonly require investors to make contributions for bona fide social development purposes or to provide funding for infrastructure unrelated to the project.

Similarly, investors are often required or expected to make contributions to bona fide local charities. These practices are not viewed as Corrupt Practices for purposes of these definitions, so long as they are permitted under local law and fully disclosed in the payor's books and records. Similarly, an investor will not be held liable for corrupt or fraudulent practices committed by entities that administer bona fide social development funds or charitable contributions.

C. In the context of conduct between private parties, the offering, giving, receiving or soliciting of corporate hospitality and gifts that are customary by internationally accepted industry standards shall not constitute corrupt practices unless the action violates applicable law.

D. Payment by private sector persons of the reasonable travel and entertainment expenses of public officials that are consistent with existing practice under relevant law and international conventions will not be viewed as Corrupt Practices.

E. For the purposes of implementation, the interpretation of "Corrupt Practices" relating to facilitation payments will take into account relevant law and international conventions pertaining to corruption.

2. FRAUDULENT PRACTICES

A "**Fraudulent Practice**" is any action or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

INTERPRETATION

A. An action, omission, or misrepresentation will be regarded as made recklessly if it is made with reckless indifference as to whether it is true or false. Mere inaccuracy in such information, committed through simple negligence, is not enough to constitute a "Fraudulent Practice" for purposes of this Agreement.

B. Fraudulent Practices are intended to cover actions or omissions that are directed to or against a World Bank Group entity. It also covers Fraudulent Practices directed to or against a World Bank Group member country in connection with the award or implementation of a government contract or concession in a project financed by the World Bank Group. Frauds on other third parties are not condoned but are not specifically sanctioned in IFC, MIGA, or PRG operations. Similarly, other illegal behaviour is not condoned, but will not be considered as a Fraudulent Practice for purposes of this Agreement.

3. COERCIVE PRACTICES

A "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

INTERPRETATION

A. Coercive Practices are actions undertaken for the purpose of bid rigging or in connection with public procurement or government contracting or in furtherance of a Corrupt Practice or a Fraudulent Practice.

B. Coercive Practices are threatened or actual illegal actions such as personal injury or abduction, damage to property, or injury to legally recognizable interests, in order to obtain an undue advantage or to avoid an obligation. It is not intended to cover hard bargaining, the exercise of legal or contractual remedies or litigation.

4. COLLUSIVE PRACTICES

A "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

INTERPRETATION

Collusive Practices are actions undertaken for the purpose of bid rigging or in connection with public procurement or government contracting or in furtherance of a Corrupt Practice or a Fraudulent Practice.

5. OBSTRUCTIVE PRACTICES

An "Obstructive Practice" is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making of false statements to investigators, in order to materially impede a World Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of IFC's access to contractually required information in connection with a World Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice.

INTERPRETATION

Any action legally or otherwise properly taken by a party to maintain or preserve its regulatory, legal or constitutional rights such as the attorney-client privilege, regardless of whether such action had the effect of impeding an investigation, does not constitute an Obstructive Practice.

GENERAL INTERPRETATION

A person should not be liable for actions taken by unrelated third parties unless the first party participated in the prohibited act in question.

SCHEDULE 8 - BELGRADE AIRPORT SPECIAL REQUIREMENTS RELATING TO QHSE

Special QHSE requirements of the Airport Operator (Lessor) related to OSH, ENV, RFF

For all GH Service Providers (tenants), as well as possible contractors/ subcontractors if the tenant hires them to perform work activities on the location, the conditions are that they acquire the status of a qualified contractor before the start of the works. In the event that the Tenant hires contractors/subcontractors, i.e., employees of the subcontractors, it is obliged to inform the Employer about this during the procurement process.

The documentation required to be submitted by the Tenant/Contractor/subcontractor is defined in **document - Request for delivery of QHSE documentation PC-MNG.OHS.10.002 (to be provided by the Airport Operator)**.

If, during the reconstruction of the facilities, the tenant carries out construction work, the place where the work is carried out, the area where the work is carried out (excavation, earthworks, construction, assembly and dismantling of already produced elements, reconstruction or equipping, adaptation, renovation, rehabilitation, dismantling, demolition, investment maintenance, maintenance - painting and cleaning, drainage), two or more contractors are planned for the work construction, the works last more than 30 days, more than 20 contractors are engaged at the same time, if the works are carried out on an area of more than 300 m², when performing work activities, specific risks appear in (Annex 2) of the Regulation on occupational safety and health at temporary or mobile construction sites ("Official Gazette of RS", BR.14/2009, 95/2010 and 98/2018), special QHSE the conditions are as follows:

Drafting of the Annex or Authorization on the appointment of the Bidder as the Investor's Representative, and according to the Decree on Safety and Health at Work on Temporary or Mobile Construction Sites, by which he will have the obligation to implement all measures not specified in the Decree, on behalf of the investor, after which in obligation to submit Preventive measures plan for the mentioned construction site, the Notification of works and the Decision on the appointment of the coordinator in the project development phase:

- Elaborate on construction site arrangement / Safety and health at work.
- Registration of the construction site by the Contractor
- Registration of the construction site by the Investor/Investor's representative.
- The investor's representative is obliged to appoint a coordinator for the construction works when two or more contractors are performing, or it is planned that the works will be performed on the construction site.

The tenant undertakes that during the duration of the contract:

- Manages waste resulting from construction services (facilities renovation) as well as removing it
- Maintains the tenant's inventory and equipment in proper condition, if you hand it over to him for use when taking possession of the business premises.

The tenant undertakes during performing the contracted services in the leased space, at the tenant's location, applies all the measures and provisions defined in the Agreement on Safety and Health at Work, which is attached to this contract (Schedule 9) and is an integral part of non-compliance with the provisions of this Agreement can be the reason for the termination of this contract and compensation for the damage caused.

After the signing of the Contract and the Agreement on OSH, ENV, and RFF, and before the start of the works, the implementation of the Introductory QHSE training for all employees of the Tenant/contractor and subcontractors follows.

Note: If new risks are identified during the works, the definition of subsequent measures will be in accordance with the signed Agreement on OSH, ENV, RFF.

SCHEDULE 9 - DRAFT AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY, ENVIRONMENTAL AND FIRE PROTECTION

AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY, ENVIRONMENTAL AND FIRE PROTECTION

concluded by and between:

BELGRADE AIRPORT d.o.o. head office at 11180 Belgrade 47, Belgrade-Surčin Registration number: 21364568, TIN: 110572920; represented by _____ (hereinafter: the **Site Host**)

and

_____, head office in _____, registration number: _____, TIN: _____, represented by the director _____ (hereinafter: the GH Service provider)

*The Agreement on occupational health and safety, environmental and fire protection is hereinafter referred to as the **Agreement**.*

*The Site host and the Lessee also be individually referred to as the "**Contracting Party**" and jointly as the "**Contracting Parties**".*

*The Clauses on occupational health and safety, environmental protection and fire protection are hereinafter referred to as the **OHS, EP and FP Clauses** or the **QQHSE Clauses**.*

Contracting parties agree and acknowledge:

This Agreement applies to premises used and shared by the Site host and the GH Service provider in the performance of their duties.

The Site host and the GH Service provider have concluded a Contract/ Framework agreement on Business cooperation / provision of services/lease of business premises number " _____ " dated _____ (hereinafter: the "Contract").

The business processes of the GH Service provider during the performance of business activities, which are carried out at the location of the Host, must be directed in such manner as to ensure safety and health of people, safety of property and environmental protection.

GH Service provider is expected to apply all rules and procedures during the performance of activities that will contribute to reducing the risk of human injury and loss or damage to property and endangering the environment to a negligible level.

Meaning of terms and abbreviations used in this Agreement:

- OHS - Health and Safety at work (laws, by-laws and internal procedures);
- Person authorized for occupational health and safety (OHS officer) - a person who performs work activities relevant to occupational health and safety, has passed the professional exam on practical training and who is appointed by a written act of the Employer to perform tasks in subject.
- QHSE: A generally accepted acronym created from English words "Quality, Health, Safety, Environment"
- The person for coordination, according to the provisions of the Law on Occupational Health and Safety, is the person who coordinates the implementation of joint measures of this Agreement.
- Workspace - the part of the Site host's workspace used by the Contracting Parties on the basis of a Contract or other legal act to perform works, provide services or access physically separated workspace.
- Obligations subject to the Agreement - such obligations, GH Service provider has accepted by signing hereof Agreement.
- Client – GH Service provider that hires third parties (not signatories to this Agreement) for execution of works.
- Contractor / Subcontractor - third parties hired by the GH Service provider to perform the works.
- Site host - a legal entity in whose working facilities/workspace GH Service provider performs activities within its scope of operations on the basis of a contract or other legal act regulating mutual obligations.
- Energy source - connection point on installations or devices at working facility/workspace of the Site host, used by the GH Service provider with explicit written consent or according to the provisions of the Contract (refers to heating, electrical, gas, pneumatic and hydraulic installations- fixed or via generator)

- Orientation training - training for safe work of own employees and third parties (all those who are not signatories to this Agreement) within the workspace of the Site host, conducted by one of the Contracting Parties (Site host or GH Service provider by consent and according to the documentation submitted by the Site host);
- Safe work - work implying prior compliance with all measures provided by applicable regulations and standards, and in the manner defined by this Agreement.

Contracting parties agree and acknowledge:

1.1. SUBJECT

1.1.1. The subject of this Agreement is to define the duties, rights, obligations, and responsibilities of the Contracting Parties sharing the same workspace, as well as their employees and other persons engaged, related to occupational health and safety (hereinafter: OHS), environmental protection (hereinafter: EP) and fire protection (hereinafter: FP).

APPLICABLE LAW

1.2.1. Contracting Parties shall, during the term of the Agreement, act in all respects in accordance with the applicable laws:

- Law on Occupational Health and Safety ("Official Gazette Official Gazette of RS", No. 35/2023) and other relevant regulations of the Republic of Serbia in the field of occupational health and safety;
- Law on Environmental Protection ("Official Gazette of RS", No.135/04, 36/09 and 72/09, other law 43/2011 – CC Decision and 14/2016 and 95/2018) and other relevant regulations of the Republic of Serbia in the field of environmental protection;
- Law on Fire Protection ("Official Gazette of RS" no. 111/2009,20/2015, 87/2018 and 87/2018- other law) and other relevant regulations of the Republic of Serbia in the field of fire protection;
- Internal Acts of the Site host based on the legal regulations of the state.

1.2.2. GH Service provider shall cooperate with Site Host in applying regulations of OHS, EP and FP through their authorized personnel and services.

1.3. PLANNING

1.3.1. Immediately before commencing the contracted activities, GH Service provider **shall** identify a Person responsible for coordinating the implementation of QHSE measures and in cooperation with the Responsible person of the Site host, is obliged develop OHS, EP and FP Plan for the activities/works processes/ works in subject containing the following information:

- List of applicable legislation and OHS, EP and FP standards in accordance with the scope of works
- Roles and responsibility for OHS, EP and FP on site, including subcontracting parties
- Risk assessment procedure with applicable examples demonstrating how hazards are reduced to acceptable level of ALARP (As Low As Reasonably Practicable) for the scope of works
- Near miss and incident reporting procedure
- Description of the incident investigation procedure including responsibilities
- Description of the emergency response actions.
- Inspection and audit schedule for the scope of works

GH Service provider is encouraged to include its own OHS, EP and FP requirements into this document

1.3.2. The persons responsible for coordinating and monitoring the implementation of this Agreement in terms of the Law on Occupational health and safety (Official Gazette RS, No. 35/2023) are:

- **Vladan Živanović, HSE Coordinator (mob: +381 60 830 1185)**
- **Dragana Zdravković, HSE Specialist (mob: +381 60 321 9232) on behalf of the Site host,**
- **Bojana Sredojević – Adamović, ENV Senior specialist (mob: +381 60 830 13 64)**
- **Slađana Petrić ENV specialist (mob: +381 64 848 5067) on behalf of the Site host,**

- _____, _____ (mob: + _____) on behalf of the Lessee (Company name/Employer)

1.3.3. The persons responsible for coordinating and monitoring the implementation of this Agreement in terms of the Food safety law (Official Gazette RS, No.101/2009, 17/2019, 113/2017) are *:

- **Tijana Jokić, quality and compliance manager (mob: +381 60 830 1608)**

- **Stanko Kostić, quality and compliance specialist (mob: +381 60 830 1610)**

*Refer to Lessees whose activities fall under the Food safety law ("Official Gazette of the RS", no. 41/2009 and 17/2019) and the Law on sanitary inspection ("Official Gazette of the RS", no. 125/2004).

- _____, _____ (mob: + _____) on behalf of the GH Service provider (Company name/Employer)

1.4. COMPETENCE AND ORIENTATION/INDUCTION TRAINING

1.4.1. The GH Service provider shall inform its staff, including Service provider/subcontractor personnel engaged on execution of works at Site host's location, of their obligations under this Agreement.

1.4.2. The GH Service provider shall submit to the Site host all relevant data related to its staff, including a list of employees with their signature confirming that they have been introduced to and understand their obligations under this Agreement.

This orientation training, shall, at least include a discussion of site hazards and site emergency response.

The GH Service provider undertakes on works performed within the Site host's workspace, engage employees who:

- have been trained in the field of OHS, EP and FP in their legal entity,
- are familiar with the dangers and hazards, rules, and conditions of safe work according to the provisions of the Site host.

Introduction to specific issues relevant to measures of OHS, EP and FP within the workspace will be conducted by the Site host, according to previously defined type and scope of works. Submitting a written form (Instructions, Procedures, Guides, etc.) to the other Contracting Party is also considered to be an introduction as defined above.

1.4.3. The GH Service provider shall report its employees and persons engaged for provision of services / execution of works, to the Site host, prior to introducing them to the workspace and shall provide such persons with Introductory training on OHS, EP and FP implemented by the Site host, as well as any other training organized by the Site host, when such training is deemed necessary for the safe provision of services / performance of works. GH Service provider shall ensure attendance of its employees to hereof orientation training in a timely manner, as agreed with the Site host. All conditions of QHSE training are defined by the Rulebook on Occupational Health and Safety of the Republic of Serbia, Law on Occupational Health, and Safety ("Official Gazette of RS", No. 101/2005, 91/2015 and 113/2017 - other law) and other relevant regulations of the Republic of Serbia in the field of occupational health and safety.

1.4.4. The GH Service provider shall, at its own expense, provide qualified work force with certificates of mandatory medical examinations and completed training in accordance with the relevant regulations governing OHS, EP and FP and equipped with appropriate personal protective equipment for the provision of services/ execution of works, all in accordance with the legal regulations on OHS, EP, FP and/or internal documents of the Site host.

1.4.5. The GH Service provider shall provide a sufficient number of trained and qualified personnel to provide first aid on location shared by both parties' locations.

1.5. SPECIFIC RULES AND REQUIREMENTS

1.5.1. The GH Service provider shall check in and check out with the Site host's Corporate Security Organizational Unit at least on a daily basis every staff member, item of equipment and means engaged in the work processes, not permitted to enter Site host's facilities without permission/adequate identification document. Only personnel who have received Induction training for the site are allowed access.

1.5.2. The GH Service provider, it's staff and all other persons engaged shall, during the term of the Agreement and during elimination of deficiencies within the warranty period, comply with all rules, internal standards, procedures, guidelines and instructions on OHS, EP and FP that are in force at the Site host's location, in accordance with *PC-MNG.OHS.010 Procedure on managing contractors and third parties in terms of QHSE in BA* and shall in particular comply with the following rules:

1.5.2.1. It is prohibited to avoid applying and/or obstruct other persons during implementation of OHS, EP and FP measures.

1.5.2.2. No work may commence without an appropriate, sufficient and suitable risk assessment being completed listing hazards including confirmation that relevant monitoring is in place and effective. The GH Service provider is expected to have generic risk assessments available for its scope of work and update them in line with current on-site conditions.

1.5.2.3. While performing any work, the rules on the use of personal protective equipment (PPE) must be complied with. The minimum requirements of the PPE include wearing of protective clothing, protective footwear, and eye protection. Using highly visible/reflective markers/vests is mandatory on locations where such is required by internal Site host's rules. If

additional PPE is required, GH Service provider shall ensure it is fit for use and accessible to all employees/Contractors/Service providers/subcontractors.

1.5.2.4. The procedures on OHS, EP and FP including operational procedures of the Site host for implementing the system of work permits (PTW) shall be always adhered to. The GH Service provider may be given permission to use its own work permit system upon providing an internal procedure thereon and demonstrating a competent and effective PTW system.

1.5.2.5. Procedures for isolation and locking energy sources shall always be followed.

1.5.2.6. It is strictly forbidden to enter, stay or work on the territory or premises of the Site host under the influence of alcohol and/or drugs (narcotics)

1.5.2.7. It is forbidden to carry weapons within the locations of the Site host.

1.5.2.8. Taking any type of photographs at the locations and facilities of the Site host is prohibited unless the GH Service provider obtains written permission. Photography is allowed only and exclusively for business purposes. The GH Service provider is to appoint positions that can be photographed without additional permits for the purpose of performing work activities.

1.5.2.9. Smoking allowed only in specified and designated places as defined by the Site host.

1.5.2.10. In explosive hazardous areas it is forbidden to use open flames or vehicles without spark trap devices, and only Intrinsically safe equipment is allowed. If the Lessee's staff are not familiar with the hazardous area's classification, they must contact the Responsible Person of the Site host.

1.5.2.11. It is mandatory to comply with the rules and signals for traffic safety at the site and within operational workspace of the Site host.

1.5.2.12. All incidents must be immediately reported to the Site host, in accordance with *PC-MNG.OHS.04 - Company Procedure "Notification, Recording, Investigation and Periodic Reporting of QHSE Events in BA"*; and to the competent authorities in accordance with the law.

1.5.2.13. Site host shall ensure that suitable and operational fire prevention and firefighting equipment is available at all times on site in accordance with fire risk assessment. When performing "hot" works -works related to heat sources, contracting party shall act in accordance with procedures of The SERVICE Site host.

1.5.2.14. The GH Service provider shall implement corrective and preventive measures arising from incident reports, inspection and audit reports, in accordance with the requests of the Site host concerning OHS, EP and FP issues.

1.5.2.15. The GH Service provider is strictly responsible for the OHS of its staff and all other persons engaged for the provision of services/execution of works. In case of failure to adhere to the rules on OHS, EP and FP, or negligence by the GH Service provider, the Site host shall not be responsible nor pay any fees/costs to the Contracting party regarding occupational injuries or damage to equipment, means and tools.

1.5.2.16. The GH Service provider shall perform its duties in a diligent and responsible manner, taking care not to jeopardize food safety, in accordance with applicable laws and good hygienic practice, as defined by Site Host's HACCP documents, that is, regulations in the field of sanitary safety of services, food, groceries and products.

1.5.2.17. The GH Service provider shall document to the Site host that its employees are professionally trained in matters of hygiene and food safety.

Pursuant to relevant laws, the GH Service provider shall provide the Site host with a Hygiene Maintenance Plan, which must include maintaining the hygiene of the premises, personal hygiene of employees, work uniforms, equipment and installations. The GH Service provider shall provide the Site host with a description of the product, Hazard Analysis and Critical Control Points in terms of food quality and safety (HACCP analysis) with a defined CCP (critical control points) control plan, microbiological control and sampling plan. Furthermore, the GH Service provider shall provide the Site host with a register of chemical agents used in its activities with up to date MSDS lists for each agent in the Serbian language.

**Requirements of item 1.5.2.17. refer to GH Service provider whose activities fall under the Food Safety Law ("Official Gazette of the RS", No. 41/2009 and 17/2019) and the Law on Sanitary Inspection ("Official Gazette of the RS", No. 125/2004).*

1.6. CERTIFICATION

1.6.1. The GH Service provider shall at its own expense provide all required controls, expert findings, certificates and permits for equipment, resources and tools that shall be used for the provision of services/ execution of works that are in compliance with the legal regulations in the field of OHS, EP and FP and all other regulations and relevant standards or internal documents of the Site host. If the Site host determines that any equipment, means or tools do not have the necessary certificates and/or permits and/or confirmation on conducted inspection or are not fit for use, bringing thereof onto the property of the Site host shall not be permitted.

1.6.2. The GH Service provider shall provide all necessary personal protective equipment (PPE) to its employees/service providers/subcontractors, free of charge. Stated PPE must comply with applicable regulations and be suitable for use. Additional specialised PPE shall be provided as required and be fit for use.

1.7. OHS, EP and FP REPORTING

1.7.1. All accidents (QHSE events) must be reported immediately to the Site host, and to the competent authorities if required by law, in accordance with *PC-MNG.OHS.04 - Company Procedure "Notification, recording, investigation and periodic reporting of QHSE events in BA"*. The GH Service provider shall, upon a request issued by Site host, investigate all events that result in any form of loss (Lost Time Injury, equipment damage, environmental spill resulting in damage). The GH Service

provider shall conduct a formal accident investigation procedure and shall enable the Site host to participate in the investigations if required. The Contracting Party is obliged to show the Site Host all relevant reports of the investigation.

1.7.2. The Lessee shall keep and maintain regulatory records in the field of OHS, EP and FP from the aspect of the employer / legal entity, which, if needed and upon special request shall be submitted to the Site host for inspection, no later than 5 working days from the date of request issuance.

1.8. INSPECTIONS and SUPERVISION

1.8.1. The GH Service provider shall appoint a person responsible for occupational health and safety and inform the Site Host thereof.

1.8.2. Person delegated for coordination of the implementation of joint measures hereof, in accordance with Article 19 of the Law on Occupational Health and Safety, shall be engaged by the Site host.

1.8.3. GH Service provider shall adhere to the measures related to the implementation of occupational health and safety in the work environment, which shall be received from the Coordinator of the Site host.

1.8.4. The coordinator, depending on the need, and obligatorily when planning to perform specific tasks with increased risk, especially those for which a Work Permit is required, shall hold a meeting with the representatives of the Contracting Parties.

1.8.5. It is obligatory to attend the meeting of the Contracting Parties representatives, at the invitation of the coordinator.

1.8.6. Representatives of the Contracting Parties may also address the coordinator outside the meetings for the implementation of joint measure.

1.8.7. The GH Service provider concurs to enable the authorized persons of the Site host, persons delegated for the implementation of joint measures and person delegated for coordination of the Agreement, to check the fulfilment of obligations hereunder during the working hours of the Site host and with prior notice and obtained consent. If during the inspection deficiencies are identified, Site host and Contracting party shall create a Plan for improving the measures of QHSE. Stated Plan shall be approved by authorized persons of the Site host who are authorized to inspect the plan and request corrections in order to completely comply with the legal regulations and internal standards of the Site host in the fields of QHSE.

1.8.8. The executor of the QHSE Improvement Plan is required to report on progress in resolving issues for activities initiated under all reporting mechanisms.

1.9. ENVIRONMENTAL MANAGEMENT

1.9.1 The GH Service provider shall perform its work in a diligent and responsible manner, aiming to eliminate or reduce consumption of resources and generation of waste. Examples of such practice would be reducing logistical movement by combining/sharing loads, reducing standby time for powered equipment and vehicles (operational time of Internal combustion engine), maintaining power sources in good condition to reduce fuel consumption, the use of gas-fuelled vehicles etc. The GH Service provider undertakes to use resources (energy, water, energy sources, etc.) in a rational and optimal manner, to use energy-efficient equipment/vehicles/facilities, and to perform its activities in accordance with the principles of energy efficiency and reduction of greenhouse gas emissions. The GH Service provider shall keep records, as well as exchange data at the request of Belgrade Airport, related to environmental protection processes.

1.9.2 If any material requiring an MSDS (Material Safety Data Sheet) including fuels and lubricants, is provided by the Lessee, such shall be safely transported, safely stored, transferred, and used according to the MSDS directions. The GH Service provider undertakes to provide/acquire all the necessary equipment for the collection/handling of dangerous goods in the event of a spill during the work process, transfer/transportation of hazardous materials. The GH Service provider shall provide particular equipment/containers for the temporary disposal of hazardous waste if it is generated during the work process and hand it over to an authorized operator for the collection of hazardous waste.

1.9.3 In accordance with the legal regulations in the field of EP, the GH Service provider shall manage the waste generated as a result of the provision of services/execution of works and remove the same in accordance with its waste management plans / regulatory obligations of the legal entity, and in case of accidents shall repair damage to the environment/location of the Site host by converting thereof to its previous state and/or by paying for the damages. Stated obligations of the Contracting party remain applicable even if Site host discovers pollution caused by the GH Service provider after the Contractor/Subcontractor has left the place of provision of service/execution of works.

1.9.4 The GH Service provider shall ensure that the segregation of waste is carried out in accordance with the applicable regulations, i.e. the internal procedures and instructions for waste management of the Site host.

1.9.5 The GH Service provider must certify that the waste is disposed of in accordance with current regulations and best practice and is required to maintain disposal records that thus confirming such compliance, and shall , use only authorized waste treatment companies. The GH Service provider undertakes to, upon the request of the Site host or the competent authorities, provide all necessary evidence that waste treatment / disposal is carried out in accordance with applicable regulations and good business practice by engaging authorized companies that have all necessary permits to perform these activities, as well as to keep adequate records confirming this compliance.

1.9.6 If the GH Service provider is performing works at sites requiring environmental management and control as recognised by law (EIA - Environmental Impact Assessment, IPPC - Integrated Prevention of Pollution Control, Seveso directive) then the Lessee shall abide all instructions of the Site host regarding additional requests referring to environmental monitoring and reporting.

1.10. SANCTIONS

1.10.1. The GH Service provider shall compensate the Site host, without any delay (no later than 5 working days) for any material and/or non-pecuniary damage caused by negligence or breach of rules on OHS, EP and FP, particularly in the case of occupational injury to the staff of the Site host or third persons, damage to overhead, underground and air installations of all types of construction and operational means, infrastructure facilities and roads, as well as to the equipment, resources and tools. The obligation of the GH Service provider, in terms of compensation of damages, also involves repairing all consequences resulting thereof, regardless of the financial compensation paid to the Site host.

1.10.2 Payment of damages, in the manner provided for in paragraph 1.10. of this Agreement, does not release the GH Service provider from the obligation to fulfil the requirements determined by the Site host.t.

1.10.3 **GH Service provider** shall compensate the entire damage/costs to the Site host occurring as a result of GH Service provider 's failure to comply with legal or contractual obligations in relation to OHS, EP and FP.

1.10.4 If the GH Service provider's staff and/or persons engaged for the provision of the services/execution of works that are the subject of the Contract, violate any provision of this Agreement, the Site host is entitled to:

1.10.5 Give oral warning to the GH Service provider's staff and/or engaged person while submitting a written notice thereof to the Executer.

1.10.6 Warn the Lessee and /or the engaged person in writing by submitting a notice thereof to the GH Service provider.

1.10.7 Prohibit the entrance to the area surrounding the facility and/or business premises of the Site host, to Lessee's staff and/or engaged persons over a period of 15-, 30- or 90-days including notification thereof. Such sanctions may also be imposed by prohibiting entry by vehicle to the area surrounding the facility of the Site host or prohibiting equipment, tools, means or devices to be carried into the area in question.

1.10.8 The Parties agree that, in case of violation of rules related to OHS, EP and FP by the Lessee, a Protocol shall be drawn up establishing a breach of provisions stipulated by **Articles 1.2 – 1.10** hereof and signed by the authorized representatives of the Parties. The Protocol will be considered legally applicable even if unilaterally signed by the Site host (with the obligation to inform the GH Service provider, in cases where concrete evidence of irregular activities by the Lessee and/or engaged persons is appended (i.e., records on operative observing or photographs).

1.10.9 The Site host and Lessee shall cooperate in applying the regulations of OHS, EP and FP through their authorized persons and services, while the activities shall be coordinated by persons defined in article **1.3.2.** hereof.

1.10.10 The Site host is entitled to terminate the Contract if the Lessee fails to completely or partially fulfil the obligations prescribed by this Agreement, whereby the GH Service provider has no right to claim compensation for damage incurred as a result of Contract termination on such grounds.

1.10.11 Unremedied (within a reasonable cure period) failure to perform obligations, partial performance or breach of the obligations prescribed hereby may represent grounds for compensatory damages which the GH Service provider shall pay to the Site host if such occurred due to actions of Service provider/subcontractor of the GH Service provider and/or other persons engaged for the provision of services/ execution of works that are the subject hereunder, or due to violation of provisions hereof or internal procedures relevant to the Site host by the employees of the Service provider/Contractor and/or any other person engaged for the provision of services/execution of works subject to this Contract.

1.10.12. The Site Host shall notify the Lessee of irregularities / sanctions, whereby the Party shall invoice the contractual penalty based on the minutes referred to in paragraph **1.10.8** of this Agreement to its Service providers / Contractors / Subcontractors. The GH Service provider shall submit the proof of payment of the contracted penalty by the Service provider / Contractor / Subcontractor to the Site Host within 15 days from the moment of imposing the sanction. The Site host, in this case, does not claim the amount of the contracted penalty from the GH Service provider. However, if the GH Service provider fails to collect the penalty from the Contractor / Subcontractor within the specified period, the Site host reserves the right to collect the contractual penalty from the GH Service provider.

The Site Host shall be entitled to request a collection of the contracted damages in the following amounts:

-Failure to report incidents in the field of OHS, EP and FP to the Site host 10,000 RSD per each day of delay;

- Failure to report incidents in the field of OHS, EP and FP to the Site host 10,000 RSD per each subsequently disclosed case;
- Lack of prescribed medical and sanitary examinations of the staff of the Lessee and/or engaged persons 10,000 RSD per each employee and / or engaged person
- Lack of health insurance of Lessee staff and/or engaged persons 10,000 RSD per each employee and/or engaged person;
- Lack of or failure to use prescribed PPE by the GH Service provider's staff and/or engaged persons, for the first disclosed case; 10,000 RSD for each disclosed case, employee and/or for each individual person engaged.
- Lack of or failure to use prescribed PPE by the GH Service provider's staff and/or engaged persons, for the second reoccurring case 50,000 RSD for each disclosed case, employee and/or engaged person individually.
- Lack of or failure to use prescribed PPE by the GH Service provider's staff and/or engaged persons, for the third reoccurring case 50,000 RSD for each detected case, employee and/or engaged person individually.
- Lack of or failure to use prescribed PPE by the GH Service provider's staff and engaged persons, for the fourth reoccurring case; Process of contract termination may be initiated;
- Lack of or failure to use prescribed PPE by Lessee's staff and/or engaged persons on high risk activities ("hot works"- works related to heat sources, working in a confined space, working at height, digging and excavation works, works related to devices and facilities under high voltage) 100,000 RSD for each disclosed case, the employee and/or engaged person individually.
- Smoking or use of an open flame in places not intended for such use, by the staff of the GH Service provider and / or the person engaged, 20,000 RSD for each disclosed case.
- Lack of record on legally prescribed and defined trainings, qualifications and induction training for occupational health and safety at the Site host's premises, of the GH Service provider's staff and/or engaged persons. 10,000 RSD to 50,000 RSD per employee and / or engaged person individually.
- Lack of expert findings, reports on inspections, certificates and/or permits for equipment, resources and tools used by the GH Service provider's staff/or engaged persons in work processes. 10,000 RSD to 100,000 RSD per disclosed case.
- Failure to comply with the rules prescribed for danger zones, the system of work permits and internal standards by the GH Service provider' staff and/or engaged persons, 50,000 RSD for each disclosed case.
- Failure to comply with specific requirements defined by internal standards, procedures and instructions of the Site host, by the Lessee employees and/or engaged persons 50,000 RSD for each disclosed case.
- Failure to comply with specific legal regulations in the field of fire protection related to installation of devices, obligations to equip the vehicles with spark traps and/or grounding devices by the GH Service provider's staff and/or engaged persons 50,000 RSD for each disclosed case.
- Failure to comply with specific legal regulations in the field of fire protection by the GH Service provider's staff and/or engaged persons 100,000 RSD for each disclosed case.
- The use of alcohol and/or other intoxicating substances (narcotics) by the GH Service provider's staff and/or engaged persons 100,000 RSD for each disclosed case.
- Failure to comply with legal regulations in the field of planning and construction by the GH Service provider's staff and/or engaged persons 50,000 RSD to 100,000 for each disclosed case.
- Failure to comply with the legal regulations in the field of waste management by the GH Service provider's staff and/or engaged persons 50,000 RSD to 100,000 for each disclosed case.
- Failure to comply with the laws and regulations in management of packaging and packaging waste, by the GH Service provider's staff and/or engaged persons 50,000 RSD to 100,000 for each disclosed case.
- Failure to comply with the legal regulations in the field of water protection by the GH Service provider's staff and/or engaged persons 50,000 RSD to 100,000 for each disclosed case.
- Failure to comply with the legal regulations in the field of land protection by the GH Service provider's staff and/or engaged persons 50,000 RSD to 100,000 for each disclosed case.
- Failure to comply with the legal regulations in the field of air protection by the GH Service provider's staff and/or engaged persons 50,000 RSD to 100,000 for each disclosed case
- Failure to comply with legal regulations in the field of work with chemicals and hazardous substances by the Lessee's staff and/or engaged persons 50,000 RSD to 100,000 for each disclosed case.
- Failure to comply with legal regulations related to preservation of green areas, by the GH Service provider's staff and/or engaged persons 50,000 RSD to 100,000 RSD for each disclosed case.
- Failure to inform Site host on the engagement of third parties on works under the Contract by the GH Service provider and/or initial engaged persons 50,000 for each disclosed case.
- Unauthorized use and/or operation of any type of Site host's equipment, devices, tools and installations by the GH Serviced provider's staff and/or engaged persons 100,000 RSD for each disclosed case.

- Contact with overhead and/or underground electric lines by work equipment and/or devices, caused by negligence or breach of internal rules of the locations defined by the system of work permits by the GH Service provider's staff and/or engaged persons 100,000 RSD to 100,000 for each disclosed case.
- Failure to comply with the legal regulations related to sanitary measures and supervision of the GH Service provider's staff and/or engaged persons 50,000 RSD to 100,000 for each disclosed case.
- Failure to comply with the legal regulations in the field of food safety by the GH Service provider's staff and/or engaged persons 50,000 RSD to 100,000 for each disclosed case.
- Failure to comply with legal regulations in the field of health safety of items of general use by the GH Service provider and/or persons engaged 50,000 RSD to 100,000 RSD for each disclosed case.
- Failure to comply with legal regulations in the field of public protection against contagious diseases by the GH Service provider's staff and/or engaged persons 50,000 RSD to 100,000 RSD for each disclosed case.
- Failure to comply with legal regulations in the field of good hygienic practice, defined by the Site host's HACCP documents, by the GH Service provider's staff and/or engaged persons 50,000 RSD to 100,000 RSD for each disclosed case.

1.10.13. The authorized persons of the Site host retain the discretion to select and/or combine sanctions from the previous paragraph and shall base each adopted decision on the circumstances of the specific case in question including the fact that any breach of obligations under items 1.3, 1.4.2, 1.4.3, 1.5.1 and 1.5.2 hereof is considered a dangerous activity regardless of whether actual harmful consequences occurred.

1.10.14. In the event that the Site host is fined for violating regulations in the field of OHS, EP and FP, due to the consequence of the actions / omissions of the Lessee's employees and / or the person engaged, the Lessee shall refund to the Site Host the amount of the fine incurred on such basis.

2. 1. MISCELLANIOUS

2.1.1. The present AGREEMENT has been prepared in Serbian and English language in 2 (two) identical copies, whereof each Party shall receive two. This Agreement shall enter into force on the date of mutual signing and shall apply until the expiration of the Contract.

Site Host
BELGRADE AIRPORT d.o.o. Beograd

GH Service provider:

Chief Executive Officer
