

**AGREEMENT  
ON THE AIRPORT INFRASTRUCTURE ACCESS AND USE**

Concluded at Belgrade, by and between:

**1. BELGRADE AIRPORT d.o.o. Beograd**

With head office at:

11180 Belgrade-Surčin, Aerodrom Beograd St, No. 47, Srbija

RN: 21364568,

TIN: 110572920,

bank account: 170-0030036782000-94 at "Uni Credit bank",

represented by Miodrag Mirković – Chief Commercial Officer, under the power of attorney number DOP-78 /2023 from 14/12/2023

(hereinafter: Belgrade Airport or Airport Operator).

And

**2. [•]**

With head office at:

[•]

RN: [•]

TIN: [•]

Represented by: [•]

Director/Chief Executive Officer

(hereinafter: GH Service Provider)

Hereinafter jointly: the Parties, and individually the Party

This Agreement:

**Enter into force and effective from: 15/04/2025**

**Until: 15/04/2028**

And replaces: / [•]

## **INTRODUCTION:**

The grounds for concluding hereof agreement on access to the Airport infrastructure (hereinafter: the Agreement) being the Article 130 of the Air Traffic Law of the Republic of Serbia („Official Gazette RS” No. 73/10, 57/11, 93/12, 45/15 i 66/15- other law, 83/2018, 9/2020, 62/2023 and 19/2025).

Pursuant to the Concession agreement, management of the airport's infrastructure has been entrusted to Vinci Airports Serbia d.o.o. Beograd-Surčin (Vinci Airports Serbia d.o.o. Beograd-Surčin from 15/07/2019 changed its business name into Belgrade Airport d.o.o. Beograd).

Belgrade Airport d.o.o. Belgrade Airport is the operator of Nikola Tesla Airport in Belgrade being a holder of a valid airport certificate (Aerodrome certificate) no. RS-04 issued by the Civil Aviation Directorate of RS no. 4/3-01-0023/2019-0004 dated August 5, 2019.

## **SUBJECT MATTER**

### **Article 1**

The subject of this Agreement is to set forth the rights and obligations of the Parties in reference to providing GH Service provider access to the Airport infrastructure and the use of Airport Infrastructure for the purpose of providing ground handling services, namely:

- a) Centralized infrastructure,
- b) Service roads and auxiliary service roads,
- c) Designated area for vehicles and equipment of the GH Service provider during the period when such are not active in aircraft ground handling operations, and
- d) Access to the airport database (AODB -Airport Operator Data Base) to the actual GH Service provider.

(a, b, c and d hereinafter collectively referred to as: Airport Infrastructure.)

### **Article 2**

The GH Service provider retains the right to provide only the ground handling services specified in the Certificate for ground handling service providing (hereinafter: The Certificate), issued by the Civil Aviation Directorate of the Republic of Serbia (hereinafter: the Directorate or the CAD).

The GH Service provider shall not be entitled to provide any other ground handling service not subject of the Certificate.

During the term of this Agreement, the GH Service provider shall extend the Certificate in a timely manner and shall be under obligation to hold a valid Certificate during the term of the Agreement.

## **ACCESS AND USE OF AIRPORT INFRASTRUCTURE**

### **Article 3**

#### ***3.1 Centralised infrastructure***

In accordance with Article 8 of the Regulation on providing ground handling services at airports (“Official Gazette of RS no. 61/2015 i 88/2022), means that part of the airport infrastructure managed by the airport operator and used for the provision of ground handling services, the complexity, cost or environmental impact of which does not permit division or duplication, such as baggage handling and sorting systems, de-icing, water treatment and fuel distribution.

BELGRADE AIRPORT will allow the GH Service Provider access to the centralized infrastructure as well as to the part of airport infrastructure of the Airport, according to the list being integral part hereof as **Schedule 1** (*List of Centralized infrastructure*).

The GH Service provider will is obliged to use the centralized infrastructure to the extent necessary to provide the Services.

The Airport operator determines, with the consent of the Directorate, a list of centralized infrastructure and publishes that list on its website, with prices and the Terms and Conditions of its use.

The Airport operator manages the centralized infrastructure in an objective, transparent and non-discriminatory manner and ensures free access to that infrastructure by all GH service providers (in accordance with the limitations prescribed by the Regulation on the provision of ground handling services at airports) who hold a valid Certificate and conclude an Agreement with the Airport operator on the airport infrastructure access and use.

The Parties agree that the mutual relations and the scope of ground handling services for which the GH Service Provider holds a valid Certificate for the provision of ground handling services shall be defined by other specific agreements or GHLCN between the GH Service provider and the Airline.

### **3.2 Service roads and auxiliary service roads**

Access to service and auxiliary service roads will be provided to the GH Service provider as to enable performance of Ground Handling Services.

The GH Service provider shall comply with airport procedures and safety measures when moving along the roads and auxiliary service roads (BADs and BANs).

### **3.3 Designated area for vehicles and equipment of the GH Service Provider when such are not active in aircraft ground handling operations**

BELGRADE AIRPORT shall make available designated area for vehicles and equipment of the GH Service provider during the period when such are not active in aircraft ground handling operations.

### **3.4 Access to the airport database (AODB - Airport Operational Database)**

The GH Service provider will be given access to the airport database referring to the volume of traffic to enable entering and review of automatically entered flight data (number of arriving/departing passengers, number of infants, number of transfer passengers per flight, number of transit passengers per flight, amount of goods and mail, amount of transfer and transit goods and mail, goods exemption from payment of fees to the CAD...).

BELGRADE AIRPORT shall provide access to the airport database to the actual GH Service provider through a web link. The GH Service provider shall be provided with unique access parameters.

In the case of subcontracting of GH services, the GH Service Provider shall transfer the obligation to enter data into the AODB to the actual GH Service Provider.

The GH Service provider shall ensure and is responsible for timely data entry, by 10:00 a.m. on the next business day, as well as the correct entry of defined data of the Party by the Actual GH Service Provider.

Access to the airport database shall not be charged to the GH Service Provider. In the event such charge shall be introduced, BELGRADE AIRPORT shall promptly notify the GH Service provider thereof, and such charge shall be subject to amendment hereto.

**AERONAUTICAL CHARGES (ACCESS TO CENTRALIZED INFRASTRUCTURE) and PRICES for ACCESS TO SERVICE AND AUXILIARY SERVICE ROADS AND FOR RETENTION OF VEHICLES AND EQUIPMENT OF GH SERVICE PROVIDER DURING THE PERIOD WHEN SUCH ARE NOT ACTIVE IN AIRCRAFT GROUND HANDLING OPERATIONS**

**Article 4**

***4.1 Aeronautical charges (including charges for use of centralized infrastructure) are levied on the airline and are not the subject hereto.***

**Without prejudice to the rights and obligations of the GH Service provider under the Schedule 4 hereof (Terms and Conditions), the GH Service provider undertakes the following:**

For the aeronautical charges i.e. charges for access to the centralized infrastructure of the Airport 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.

#### ***4.1 Prices for access to the service roads and auxiliary roads***

Prices for access to the service roads and auxiliary roads are charged to GH Service providers who access service and auxiliary service roads when conducting work tasks.

Prices for access to the service roads and auxiliary roads are determined by the applicable Price List for the access to service and auxiliary service roads of BELGRADE AIRPORT. BELGRADE AIRPORT undertakes to inform the GH Service Provider of any change in the Price List on access to service and auxiliary service roads, in writing at latest 30 days before the amended prices become applicable.

BELGRADE AIRPORT shall calculate charges for provided services and levy the GH Service Provider on a monthly basis and shall issue invoices by the 5th of the month for the previous month.

GH Service Provider shall pay the obligations arising hereunder, as well as the amount of legal tax to BELGRADE AIRPORT, based on the issued invoice, within 15 days from the date of issue to the current account of BELGRADE AIRPORT no: 170-0030036782000-94 at UNICREDIT BANK SERBIA, AD, BELGRADE, or other current account determined by BELGRADE AIRPORT on which the GH Service Provider shall be duly notified in writing, pursuant to Article 13 (*Amendments and notifications*) of this Agreement.

#### ***4.2 Price for the use of the designated area for vehicles and equipment of the GH service provider during the period when such are not active in aircraft handling operations***

Price for the retention of vehicles and equipment of the GH Service provider during the period when such are not active in aircraft ground handling operations is determined pursuant to the applicable Price List for the access to service and auxiliary service roads of BELGRADE AIRPORT. BELGRADE AIRPORT undertakes to inform the GH Service provider about any change in the aforementioned Price List, in writing, at latest 30 days, before the amended prices become applicable.

This price is levied to all airport users (as defined in the pricelist) whose equipment and vehicles stay in SRZ such are not active in aircraft ground handling operations.

BELGRADE AIRPORT shall calculate charges for provided services and levy the GH Service Provider on a monthly basis and shall issue invoices by the 5th of the month for the previous month.

GH Service Provider shall pay the obligations arising hereunder, as well as the amount of legal tax to BELGRADE AIRPORT, based on the issued invoice, within 15 days from the date of issue to the current account of BELGRADE AIRPORT no: 170-0030036782000-94 at UNICREDIT BANK SERBIA, AD, BELGRADE, or other current account determined by BELGRADE AIRPORT on which the GH Service Provider shall be duly notified in writing, pursuant to Article 13 . (*Amendments and notifications*) of this Agreement.

## **RIGHTS AND LIABILITIES OF PARTIES**

### **Mutual rights and obligations**

#### **Article 5**

Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party, unless it is expressly authorized in writing by the other Party.

Nothing herein is intended nor shall be construed as an intent to affect a sharing of profits or losses. Nothing herein is intended nor shall be construed to hold either Party responsible for the obligations and duties of the other Party.

Each Party hereby agrees to comply with all applicable laws, regulations and rules related to its obligations hereunder and concurs to obtain all consents and permits/certificates deemed necessary for the performance of such obligations.

Each Party warrants that the obligations of that Party arising hereunder shall be performed by adequately qualified and trained personnel having all the necessary skills and with reasonable care and in accordance with Best Industry Practice.

No provision of this Agreement can be interpreted as the conclusion of a partnership, an employment contract between the Airport operator and the GH Service Provider. The GH Service Provider is prohibited from presenting itself as an agent or representative of the Airport operator, as well as from concluding any transactions in the name and on behalf of the Airport operator.

#### **Article 6**

### **RIGHTS AND OBLIGATIONS OF THE GH SERVICE PROVIDER**

**Without prejudice to the rights and obligations of the GH Service provider under the Schedule 4 hereof (Terms and Conditions), the GH Service provider undertakes the following:**

1. The GH Service provider shall provide Ground Handling Services professionally, conscientiously and with the care of a good businessman, in accordance with this Agreement and in accordance with the applicable law and by-laws;

2. The GH Service provider undertakes to adhere to the level of service quality expressed through key performance indicators, i.e. Service standards in table 2A), subsection 2A) (Service standards subject to contractual penalties), item 2, Schedule 1 of the Terms and Conditions of Access and Use, and to carry out its activities in such a manner that the quality of services does not fall below the required level, provided that the Airport operator ensures that the Airport Infrastructure is in such a condition that it will enable the smooth provision of ground handling services and reaching the required level of service quality;
3. The GH Service Provider undertakes to adhere to the level of service quality that is expressed through the Service Standards in table 2B), item 2, sub-item 2B) (Service Standards not subject to contractual penalties), Schedule 1 of the Terms and Conditions of Access and Use;
4. The GH Service provider shall be obliged to ensure continuity in the provision of the Ground Handling Services
5. The GH Service Provider is obliged to act in accordance with the Airport Manual and accompanying operating procedures, Belgrade Airport Directives and Notices and instructions for use, manufacturer's specifications, and preserve the reputation and interests of BELGRADE AIRPORT when accessing and using the Airport Infrastructure;
6. The GH Service Provider shall adhere to the Applicable Law, and specifically to the provisions of the Air Transport Law and the Regulation on the provision of ground handling services at airports (Official Gazette of RS, no. 61/2015 and 88/2022) as well as regulations and standards under the jurisdiction of the CAD, and is obliged to get informed with all amendments to the applicable laws and other documents listed here without undue delay, together with its employees and agents;
7. The GH Service Provider shall be available for all Belgrade Airport questions related to the subject of this Agreement, during working hours of the GH Service provider (according to the Decision on working hours) and shall respond to Belgrade Airport requests in a timely manner and without delay.
8. The GH Service Provider is obliged when providing GH services to use only the part of the Airport necessary for service provision.
9. The GH Service Provider is obliged to, within the limits of its Certificate and in accordance with its Operational Manual (Service Manual), i.e. the operational procedures that are part of this manual, make the Services available to all users of the Airport without discrimination and must not, without a valid reason, refuse to carry out any lawful order it receives from an Airport user;
10. GH Service Provider is independent from the Airport operator in its economic activities and the GH Service Provider has no right to present itself as an agent or representative of the Airport operator and/or to conclude any transactions in the name and on behalf of the Airport operator;
11. The GH Service provider shall immediately notify Belgrade Airport of all changes related to the Certificate, such as the expiration of the validity period, suspension, revocation, etc.

12. GH Service provider is not permitted to use the business name, logo or any other markings of Belgrade Airport or VINCI group, on their promotional materials, advertising or any other form of publication in connection to the provision of service, without the explicit written consent of Belgrade Airport.
13. The GH Service Provider shall warrant to Belgrade Airport that all directors, employees and staff engaged by the GH Service Provider have passed the background check and are fully compliant with local safety and security regulations.
14. The GH Service Provider is obliged to fully implement occupational health and safety, environmental and fire protection measures in accordance with the provisions of this Agreement during the term hereof, as well as to provide its employees with appropriate personal protective equipment that is necessary for the performance of work in order to provide Ground Handling Services;
15. The GH Service Provider undertakes to ensure that its employees have recognizable uniforms in accordance with current regulations, identification cards and an airport pass issued in accordance with relevant regulations, on the basis of which they will be authorized to access the relevant official access points and security restricted zones of the airport.
16. The GH Service Provider shall comply with EASA and ICAO regulations regarding SMS (Safety Management System) requirements, including hazard identification and safety risk management based on reactive, proactive and predictive processes.
17. The GH Service Provider shall enter in the AODB on a daily basis the data on the performed services as well as the data for the flights of the airlines serving i.e. to ensure that the data is entered by the Actual GH Service Provider.
18. The GH Service Provider is obliged to use the communication channels stipulated in Schedule 5 (*Communication channels with Belgrade Airport Flight Coordination and Ground Handling services*) hereto for communication with Belgrade Airport Flight Coordination and Ground Handling services ;
19. The GH Service Provider must not intentionally or negligently interfere with the operational procedures of other persons who legally operate at the Airport;
20. The GH Service Provider is obliged to designate the contact service/persons who will receive all Belgrade Airport Notifications and Belgrade Airport Directives issued by the Airport operator and delivered to the contact service/persons of the GH Service Provider, as well as to ensure for its staff to be aware of such notifications in time;
21. Without prejudice to the provisions of Schedule no. 2 (Quality, occupational health and safety and environmental protection) of the Terms and Conditions of access and use, the GH Service Provider takes care not to cause any damage to any premises or property of Belgrade Airport

d.o.o. or to any lessee or contractor of Belgrade Airport d.o.o. or to any person at the Airport or anything within it, not to cause air, water or land pollution and not to create or aggravate any nuisance and/or health risks to any person at the Airport, and notwithstanding the provisions of Schedule 3 (Charges and Charges) of the Terms and Conditions of Access and Use, shall pay the Airport Operator reasonable costs incurred by the Airport operator in remedying any breach of this provision;

22. The GH Service Provider is obliged to ensure that all services are performed continuously and at all times in the most efficient manner, without interrupting passenger services or undermining the operational or administrative requirements of the Airport operator, and must allow the Airport operator to perform a compliance review at any time in order to monitor the fulfilment of the obligations hereunder;
23. The GH Service Provider is obliged to comply with and ensure that its officers, employees, agents and advisers always comply with the Rules of Business Conduct prescribed by the Airport operator, specified in Article 22. hereto, as well as the best industry practices in this activity, and must not undertake (nor allow any of its officers, employees, agents or advisers to undertake in connection with their engagement with the GH Service Provider) any illegal actions;
24. In the event of extraordinary or unforeseen circumstances, including but not limited to diverted flights (forced landing due to technical, medical, meteorological reasons at the destination airport and other reasons), all GH Service Providers are obliged to make reasonable efforts to assist other GH service providers, when feasible, in order to ensure the smooth airport operations, i.e. to adhere to and apply the following rules:
  - a) the GH service to the airline or aircraft operator whose flight is diverted is, as a rule, obliged to be provided by the GH Service Provider with whom the airline or aircraft operator has a contracted 24/7 GH service (concluded agreement or by announcing the service) at Nikola Tesla Airport in Belgrade, in accordance with the commercial conditions agreed with the airline / aircraft operator.
  - b) in the event that the airline or the aircraft operator whose flight is diverted, at the Nikola Tesla Airport in Belgrade does not have a contracted 24/7 GH service (concluded agreement or through service announcement), , the GH Service Provider who, in that time period, and according to the pre-defined availability plan, is obliged to be in standby mode (24/7), is obliged to provide the GH service to the airline or the aircraft operator whose flight is diverted, at the request of the Airport Operator, in accordance with the commercial conditions agreed with the airline/aircraft operator.
  - c) the standby regime from item b) of this item 24, means the obligation of the GH Service Provider to be available (24/7) on a monthly basis, that is, to provide GH services for all flights in the event of extraordinary or unforeseen circumstances, including but not limited to diverted flights, according to a predefined availability plan, at the request of the Airport operator. The availability plan is defined between the Airport operator and all GH Service Providers at Nikola Tesla Airport in Belgrade no later than December 1 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 that, at the time of the occurrence of extraordinary or unforeseen circumstances (including but not limited to diverted flights), according to the availability plan, the GH Service Provider is obliged to be in standby mode in accordance with sub-items b) and c) of this item 24, does not have the available staff and/or equipment required to provide GH services, it will ensure that the service in question is provided by subcontracting to another GH Service Provider at the Airport, which will be defined in the contract with subcontractor.

## **6.2 RIGHTS AND OBLIGATIONS OF BELGRADE AIRPORT**

### **BELGRADE AIRPORT undertakes:**

1. To provide the GH Service Provider with unhindered access to the Airport Infrastructure, as per available capacity and in accordance with this Agreement and the Terms and Conditions except in case of maintenance of the Airport Infrastructure, force majeure, as well as in cases listed in Schedule 6 hereof, which the GH Service Provider will be timely notified by the BELGRADE AIRPORT;
2. To maintain the Airport Infrastructure in accordance with the manufacturers' specification, in such manner and in such state that will enable GH Service Providers to provide GH Services unhindered and to reach the requested service quality level, that is expressed through key performance indicators, i.e. Service Standards in item 2 (service), Schedule 1 of the Terms and Conditions;
3. To enable the GH Service Provider, i.e. actual GH Service Provider limited access to AODB, solely for the purpose of implementation of obligations hereunder;
4. To provide designated areas for retention of vehicles and equipment during the period when such are not active in aircraft handling operations, in accordance with the BELGRADE AIRPORT maintenance procedure, as per available capacity and terms and conditions from this Agreement
5. To act professionally, conscientiously and with the care of good businessman in accordance with the this Agreement in fulfilling its obligations under this Agreement;
6. To timely deliver electronically to the GH Service Provider the Airport Manual with all relevant accompanying operating procedures, i.e. relevant Belgrade Airport Directives and Notifications (BADs and BANs) as well as to promptly notify the GH Service Provider of all changes to these documents;
7. To timely deliver to the GH Service Provider instructions for accessing and entering data into the Airport database (AODB);
8. To hold mandatory consultations in accordance with Article 13 of the Regulation on providing ground handling services at airports.

## **SAFETY AND SECURITY**

### **Article 7**

**Without prejudice to the rights and obligations of the GH Service provider under the Schedule 4 hereof (Terms and Conditions), the GH Service provider undertakes the following:**

The GH Service Provider is obliged to adhere to the Applicable Law, Directives and Notifications of Belgrade Airport, in connection with the safe provision of services, as well as to comply with all security measures applied at the border crossing at Belgrade Nikola Tesla Airport.

The GH Service provider shall have a Facility Maintenance Plan during the term of the Agreement that meets the Airport's security measures. This plan shall be submitted to BELGRADE AIRPORT by the GH Service Provider enclosed to the request for a permit granting access of facilities onto the apron.

BELGRADE AIRPORT undertakes to submit to the GH Service provider the necessary airport procedures, instructions and regulations related to meeting the prescribed safety and security measures at the Airport, as well as amendments thereto (BANs and BADs), for the purpose of aligning GHSP's procedures.

The GH Service provider 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.

The GH Service provider shall timely submit to BELGRADE AIRPORT the list of equipment intended for the provision of Ground Handling Services in order to obtain the permit granting access of the equipment to the Security-Restricted Area of the Airport (Airside).

## **TRAINING OF PERSONNEL**

### **Article 8**

**Without prejudice to the rights and obligations of the GH Service provider under the Schedule 4 hereof (Terms and Conditions), the GH Service provider undertakes the following:**

The GH Service provider shall hire personnel who will be trained, in accordance with the work tasks they perform and pursuant to the Applicable Law. In case of any doubt regarding the training of the staff, BELGRADE AIRPORT has the right to make a report to the CAD, in accordance with the applicable procedure and by-law, through an incident report, so that the CAD can carry out the appropriate type of supervision.

## **QUALITY LEVEL OF GROUND HANDLING SERVICES AND PROCEDURES IN THE CASE OF NON-ADHERENCE TO SERVICE STANDARDS**

### **Article 9**

**Without prejudice to the rights and obligations of the GH Service provider under the Schedule 4 hereof (Terms and Conditions), the GH Service provider undertakes the following:**

Continuous provision of the Service at the agreed quality level is of critical importance to the Airport Operator in relation to passenger satisfaction with the quality of services available and provided at the Airport, as well as in terms of compliance with the service quality standards required by the Republic of Serbia at Belgrade Nikola Tesla Airport.

Accordingly, the GH Service Provider undertakes, in the performance of the Service, to comply with the Air Transport Law ("Official Gazette of the RS", Nos. 73/10, 57/11, 93/12, 45/15, 66/15 - as amended, 83/2018, 9/2020, 62/2023 and 19/2025) as amended (hereinafter: the Air Transport Law), as well as with the Regulation on the Provision of Ground Handling Services at Airports, and shall ensure that the quality of services provided / activities conducted does not fall below the Service Standards defined in Schedule 1 (Service Standards) to the Terms and Conditions, clause 2 (Service Standards), Tables 2A) and 2B).

Failure to meet the Service Standards defined in Schedule 1 (Service Standards) of the Terms and Condition, Clause 2 (Service Standards), Tables 2A) and 2B) shall constitute a breach of this Agreement, in which case the following procedure shall apply:

The Airport Operator may issue a Deficiency Notice (DN) to the GH Service Provider. The Deficiency Notice shall set out the details of the breach by the GH Service Provider.

Within two (2) weeks of the Deficiency Notice being issued, the GH Service Provider shall submit a CAP to the Airport Operator, describing in detail the corrective actions the GH Service Provider intends to implement. The GH Service Provider shall nominate a responsible person for each corrective action.

Belgrade Airport d.o.o. shall approve the CAP within seven (7) days of receiving it. Once the CAP is approved and the GH Service Provider has taken actions in accordance with the approved CAP, the Airport Operator shall issue to the GH Service Provider a Notice of Closure of the Deficiency Notice.

If the CAP is not acceptable or the GH Service Provider fails to undertake actions in accordance with the approved CAP, the GH Service Provider shall submit a revised CAP within seven (7) days. If the GH Service Provider: (a) fails for a second time to submit a CAP that is acceptable to the Airport Operator or fails to act in accordance with the approved CAP, or (b) commits a repeated violation of the same Service Standard two or more times within four consecutive months, the Airport Operator may issue a Notice of Breach. In addition, in case of (a) or (b) above, the Airport Operator shall be entitled to apply and collect liquidated damages as determined in Schedule 1 - Terms and Conditions, Clause 2, Subclause 2A), Table 2A) (Service Standards Subject to Penalties).

After being served a Notice of Breach, the GH Service Provider shall, within two (2) weeks, submit to the Airport Operator a CAP detailing the corrective actions the GH Service Provider intends to undertake within a defined timeframe in order to rectify each breach cited in the Notice of Breach. The GH Service Provider shall also designate a responsible person for each corrective action.

Belgrade Airport d.o.o. shall approve the CAP within seven (7) days of receiving it.

Once the CAP has been approved and implemented so that the breach has been remedied, the Airport Operator shall issue to the GH Service Provider a Notice of Closure of Notice of Breach.

If the CAP is not acceptable or the GH Service Provider fails to undertake actions in accordance with the approved CAP, the Airport Operator reserves the right to escalate the matter to the CAD, in accordance with the Applicable Law. The GH Service Provider shall comply with the findings and measures imposed by the CAD, provide proof of compliance to the Airport Operator, and inform the CAD accordingly.

## **MEANS OF FINANCIAL SECURITY (COLLATERAL)**

### **Article 10**

As a guarantee for the full execution of future payments (including compensation for possible damages in accordance with Article 11 hereof), the GH Service Provider undertakes to timely deliver to BELGRADE AIRPORT the appropriate payment security instrument, namely:

**OPTION 1:**

**Bank guarantee**

The GH Service Provider shall, no later than fifteen (15) days from the date of the Agreement conclusion, deliver a Payment bank guarantee in the amount of its six-month turnover. The GH Service Provider based in a foreign country shall send a bank guarantee by SWIFT to the Airport Operator's bank within fifteen (15) days from the date of the Agreement execution. Until the bank guarantee is delivered to the Airport Operator, the Agreement shall be executed under deferred terms. The possibility of multiple demands.

The bank guarantee shall be irrevocable, unconditional, without objection, protest and/or notice and payable on first demand, with a validity period that is 30 days longer than the period of Agreement validity, with extension option.

In case there is a need to extend bank guarantees, the GH Service Provider shall timely extend the validity of bank guarantees, i.e. no later than 15 days before their expiration, and if it fails to do so, the Airport Operator shall have the right to activate any bank guarantee that is not extended.

In the event that the Airport Operator activates the bank guarantee, the GH Service Provider shall submit a new collateral within 15 days from the day of activation in accordance with the provisions of this Article, or switch to advance payments.

**OPTION 2:**

**Promissory notes**

The GH Service provider shall, when signing the Agreement, submit to the Airport Operator six original blank promissory notes, containing a "no protest" clause, jointly with a copy of the signature specimen card containing signatures of authorized persons, the Certified Signature form and proof of registration thereof in the register of the National Bank of Serbia, including the Authorization to fill in the promissory note - Promissory note letter, addressed to BELGRADE AIRPORT d.o.o. Beograd, Aerodrom Beograd no. 47, 11180 Belgrade - Surčin, in the amount of the outstanding debt, providing a validity period which is 30 days longer than the validity period of this Agreement.

The promissory notes shall meet all the requirements for forced collection, in accordance with the applicable Law on Payment Transactions and the Law on Payment Services.

The Airport Operator shall collect the promissory notes in the event that the GH Service Provider, fails to fulfil the contractual obligations related to payment due dates.

In the event that the Airport Operator activates the Promissory notes, the GH Service Provider shall submit a new collateral within 5 days from the day of activation in accordance with the provisions of this Article, or switch to advance payments.

**OR**

Fixed deposit in the amount of [•] ([•] and 0/00 para). The deposit shall be paid to the current account of Belgrade Airport no. 170-30036782000-94, with "UniCredit Bank" when signing the Agreement.

The GH Service Provider shall maintain a deposit in the amount specified in paragraph 1 hereof for the entire term of this Agreement.

If Belgrade Airport, in accordance with the provisions of paragraph 1 hereof, fully or partially uses the collateral (deposit) before the expiration of this Agreement, the GH Service Provider shall, within 2 (two) days from the day of activation of the deposit, pay the amount of the deposit that has been used or switch to advance payments.

The paid deposit shall be reimbursed to the GH Service provider within 10 days from the date of Agreement termination if the GH Service Provider has settled all obligations arising hereunder.

## **LIABILITY FOR DAMAGES**

### **Article 11**

**Liability for damages shall be governed by Clause 5.1 of the Terms and Conditions (Schedule 4 of this Agreement).**

Liability for damages shall be governed by Clause 5.1 of the Terms and Conditions, as provided in Schedule 4 of this Agreement, or any other valid version of the Terms and Conditions that may be adopted and published by Belgrade Airport, in accordance with the provisions of this Agreement. For all purposes, the provisions of Clause 5.1 of the Terms and Conditions shall be deemed incorporated into this Agreement.

## **INSURANCE**

### **Article 12**

**Insurance shall be subject to the provisions laid down in Clause 5.2 of the Terms and Conditions (Schedule 4 of this Agreement), with the proviso that the words "and any other insurance as may be requested by Airport Operator's insurance brokers" from the fifth paragraph of provision 5.2.1 of the Terms and Conditions, shall be excluded.**

Without prejudice to the rights and obligations of the GH Service Provider under the Clause 5.2 of the Terms and Conditions (Schedule 4 of this Agreement) and in conformity with Clause 5.2.1 of the Terms and Conditions (Schedule 4 of this Agreement), 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 amounts to EUR [•] (in words: [•] million Euro), per annum and per insured event.

If during the term of the Agreement the GH Service Provider's Certificate changes in such a way that it affects the applicable criteria from the table (Clause 5.2.1 of the Terms and Conditions) and the minimum amount of third-party liability insurance of the GH Service Provider per annum and per insured event, at Airport Operator request, the GH Service Provider shall change insurance policy i.e. conclude and maintain adequate insurance, in accordance with the defined criteria from the table in question.

## AMENDMENTS TO AGREEMENT AND NOTIFICATIONS

### Article 13

This Agreement may be altered or amended, and such amendments will be legally binding if made in writing and if duly signed by the authorized representatives of both Parties.

All notifications referring to the execution of the provisions hereof shall be delivered in writing to the other Party as shown below. Notifications delivered otherwise shall have no legal effect.

#### **GH Service Provider:**

Contact person: [•]

Telephone: [•]

E-mail: [•]

#### **BELGRADE AIRPORT d.o.o. Beograd:**

Contact person: Miodrag Mirković

Telephone: 011 209 7273

E-mail: [miodrag.mirkovic@beg.aero](mailto:miodrag.mirkovic@beg.aero)

## ASSIGNMENT

### Article 14

The GH Service Provider shall not assign or transfer any of its rights or obligations under the Agreement without prior written consent 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, the Airport Operator reserves the right to terminate the Agreement under Clause 16 (*Termination*). 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.

The GH Service Provider agrees that the Airport retains the right to assign this agreement, in whole or in part, that is, the rights and obligations arising hereunder, to the Concessionaire.

The GH Service Provider hereby agrees that BELGRADE AIRPORT has the right to transfer or assign all or any part of its rights and/or obligations arising hereunder to the Grantor and/or the Senior Lenders, in accordance with its obligations under the Concession Agreement and financing agreements.

## AGREEMENT VALIDITY AND EXTENSION CONDITIONS

### Article 15

This Agreement shall become effective upon being signed by each Party. This agreement is concluded for a fixed Agreement Period of **3 (three) years: from [•] until [•] and may be extended in accordance with the following terms:**

The 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) the GH Service Provider has a valid Certificate;
- 2) the GH Service Provider fulfils its obligations under this Agreement (including the Terms and Conditions, and in particular acts in accordance with the Service Standards from Schedule 1 of the Terms and Conditions and fulfils its financial obligations under this Agreement, as well as based on other effective agreements with the Airport Operator;
- 3) 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 9 of these Terms and Conditions before submitting the Extension Request;
- 4) during the Initial Agreement Period / Extended Agreement Period, no notice of termination with immediate effect (Automatic Termination) was issued, or, if a notice was issued allowing an additional cure period (Termination in Case of Material Breach with Cure Period), the breach and/or other notice of termination referred to in Article 16
- 5) hereof were remedied prior to the submission of the Request for Extension; during the Initial Agreement Period / Extended agreement Period, the Airport Operator has not escalated the matter to the Civil Aviation Directorate as per Article 9 of this Agreement;
- 6) the GH Service Provider shall submit a confirmation that it possesses, and upon request of the Airport Operator provide for inspection, the Business Continuity Plan (Contingency Plan).

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

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 9 and/or Article 16, 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, or within 10 days after rectifying the deficiency in accordance with Article 16 hereof. 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 Article 15 for an unlimited number of times ("**Extended Agreement Period**").

## **TERMINATION**

### **Article 16**

Parties may terminate this Agreement consensually subject to 60 days' notice.

**Automatic Termination – Belgrade Airport shall have the right to unilaterally terminate the Agreement by delivering a written notice of termination**, with immediate effect, in the following cases:

- In the event the GH Service Provider goes into liquidation, bankruptcy or judicial reorganisation 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;
- In case of initiation of criminal or any other similar proceedings against the GH Service Provider;
- In the event of a ban on conducting business activities, or suspension or loss of the GH Service Provider's Certificate for the provision of the Services, on any grounds;
- In the event of termination or cessation of the Concession Agreement on any grounds, whereby Belgrade Airport or the Grantor or the Senior Lenders shall have the right to notify the GH Service Provider in writing that the Grantor, the Senior Lenders or a third party designated by them will assume further execution of this Agreement instead of Belgrade Airport, in which case it shall be deemed that, upon delivery of such notice or on the date specified therein, this Agreement has been assigned to the relevant party, to which the GH Service Provider hereby gives prior consent.

**Termination in Case of Material Breach, with a Cure Period** - Without prejudice to the provisions of the previous paragraph, the Agreement may be unilaterally terminated by either Party under the following conditions: (i) if the other Party (the "Defaulting Party") commits a Material Breach, (ii) provided that the other Party has timely notified the Defaulting Party in writing thereof and granted an additional cure period (which shall not be shorter than 15 days nor longer than 30 days), taking into account all the circumstances of the given case, and (iii) the Defaulting Party has failed to remedy such Material Breach within the provided cure period. In the event of a breach of payment obligation (non-payment), Belgrade Airport shall have the right to unilaterally terminate this Agreement by delivering written notice of termination with immediate effect, if the GH Service Provider fails to make the outstanding payment in full even within an additional cure period of 15 days.

For the purposes of this paragraph, a "**Material Breach**" shall mean:

- a) the failure of the GH Service Provider to make payments within the time limits defined in this Agreement;
- b) other material breaches of obligations under Article 6, item 6.1 of this Agreement;
- c) damage to the business reputation of the Airport Operator;
- d) failure to fulfil obligations under Articles 10, 12, 18 and 19 hereof;
- e) failure of the GH Service Provider to provide the Airport Operator with written proof of the renewal or extension of any insurance policy no later than thirty (30) days prior to the expiry of any valid insurance policy, and/or if the insurance coverage does not meet the requirements stipulated in Article 12 hereof, at any moment,
- f) involvement of the Defaulting Party in the performance of any Sanctionable Practice;
- g) breaches of obligations under Article 22 hereof;
- h) the freezing of the GH Service Provider's bank account, or the initiation or submission of a petition for bankruptcy (unless such petition is withdrawn or dismissed within 30 days of submission), or the initiation of any legal or other proceedings that, in the opinion of the Airport Operator, may have a significant adverse effect on the operations or assets of the GH Service Provider;
- i) any other material breach of this Agreement by the Defaulting Party.

Failure to meet the Service Standards – If the GH Service Provider fails to achieve the required service quality level when providing the Service and carries out its activities in a manner that results in a service quality below the level defined in Schedule 1 (Service Standards) of Terms and Conditions, Subclauses 2A) and 2B), Tables 2A) and 2B), it shall be considered a breach of this Agreement, and the Airport Operator shall have the right to implement the procedure set out in Article 9 hereof.

**Termination due to failure to amend the Agreement to incorporate amended Terms and Conditions** – the Agreement may be terminated by the Airport Operator by a six-month written notice to GH Service Provider, in case GH Service Provider fails to enter into an amendment to the Agreement acknowledging an amendment of the Terms and Conditions (as may be notified to GH Service Provider in accordance with Schedule 4 of the Terms and Conditions), within 30 days after being invited to do so by Airport Operator.

**Consequences of termination** - within the termination notice period 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 from the Airport of all equipment, machinery, parts thereof and other materials the GH Service Provider owns and/or uses on other grounds, with a detailed timeline. The GH Service Provider shall 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 said property from the Airport. The GH Service provider may re-apply for a new Agreement one year after the termination of this Agreement by the Airport Operator.

If the GH Service provider fails to comply with the obligation set out in the above clause, the Airport Operator may, at the GH Service Provider's expense:

- remedy any damage caused to Airport Operator's property that the GH Service provider does not remedy;
- 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.

The expiry of the Agreement in accordance with this clause does not affect:

- the rights and obligations of the Parties that arose from the Agreement prior to its expiry;
- any provisions of the Agreement which are of a continuing nature and any other provisions necessary for the interpretation and implementation of the Agreement.

## **FORCE MAJEURE**

### **Article 17**

Neither party shall be held responsible for any delay in performance or partial non-performance of obligations under this Agreement caused by force majeure. Force majeure shall be deemed to be an event that is unavoidable and could not have been foreseen at the time of the conclusion of this Agreement, including but not limited to, decrees of the Government or state authorities, fires, war, riots, sabotage,

pandemics, airport closures, natural disasters (earthquakes, floods, storms etc.), civil unrest or revolutions, terrorist attacks, storms, floods, strikes, lock-outs or labour disputes (excluding strikes, lock-outs or labour disputes affecting solely the party invoking this clause), power outages or failures of telecommunication equipment, or other causes beyond the reasonable control of the Party obligated to perform.

A Party whose execution obligations hereunder is hampered by Force majeure shall notify the other Party as soon as possible of the event of Force majeure, which shall not exceed 5 (five) working days, to a reasonable extent.

Such notification shall be accompanied by all necessary information and evidence. Such information shall be provided within a period not exceeding ten (10) days from the date of the notice of the force majeure event.

No failure by entire Party to carry out or observe any terms of this Agreement due to 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.

## **CONFIDENTIALITY AND PERSONAL DATA PROTECTION**

### **Article 18**

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 this Agreement) without the prior consent of the other Party disclose to any person any Confidential Information, provided always that this provision 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.

Each of the GH Service provider and Airport Operator are obliged to 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 this Agreement and then only to the extent necessary and shall 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 this Agreement.

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 any other information which may represent Confidential Information (especially personal data and financial data of the GH Service Provider). The GH Service Provider acknowledges that the 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).

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

- Comply with the obligations arising from the Law on Personal Data Protection of the 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;
- Adhere to the 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.

## **ADVERTISING AND PROMOTING**

### **ARTICLE 19**

The GH Service provider shall not disclose any information relating to the Airport operator, the Services, the Agreement, and/or any matters pertaining to the cooperation under this Agreement without the prior written consent of the Airport operator. All information or publications related to the Airport operator, services, and/or the agreement and/or matters concerning cooperation or joint activities based on the agreement, proposed for publication in the press or any other media by the GH service provider, shall first be submitted to the airport operator for approval. The airport operator shall grant any such approval under conditions that it deems appropriate, at its sole discretion.

The GH Service provider shall not advertise or display any trademarks/advertising signs (except for the GH Service provider's own trademark) on motor vehicles, ground handling equipment, equipment, and vehicles within the security-restricted zone (SRZ) when such are not being used for aircraft handling operations, on buildings, and/or any other facilities, whether movable or immovable, without the express prior written approval of the Airport operator (which shall not be unreasonably withheld). Any such request shall be submitted to the following e-mail address: [komunikacije@beg.aero](mailto:komunikacije@beg.aero). The Airport operator may, at its discretion, grant approval for advertising by the GH Service Provider, provided that the Parties agree on the commercial terms for such advertising. Advertisements shall not be placed on windows, doors, stairs, or other areas that, as reasonably assessed by the Airport Operator, may pose a safety risk. The Service Provider is obligated to seek such opinion in advance prior to any advertising.

The GH Service provider has no right to use the mark, logo or any other identity feature of the Airport Operator without prior express written consent.

## **CHANGE OF STATUS**

### **Article 20**

In the event of a change in status (merger, acquisition, division, or separation), the Service Provider is required to notify the Airport Operator at least 60 days prior to such change.

## **JURISDICTION IN THE EVENT OF A DISPUTE**

### **Article 21**

This Agreement and the contractual relationships between the Parties shall be governed by the laws of the Republic of Serbia and interpreted under them.

If the Contracting Parties are unable to resolve any dispute or claim arising from or related to hereof Agreement, including its breach, termination, or nullity, such dispute or claim shall be submitted to and conclusively resolved by the Commercial Court in Belgrade.

## **RULES OF BUSINESS CONDUCT AND SANCTIONABLE PRACTICES**

### **Article 22**

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.

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.

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.

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.

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.

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.

The GH Service provider shall ensure that these obligations are binding upon its subcontractors.

The 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

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.

This will not affect the entitlement of Airport Operator to claim damage compensation.

Engagement of the Service Provider in any Prohibited/Sanctionable Activity is strictly prohibited. The GH Service Provider hereby commits, along with its suppliers (and their suppliers), contractors, subcontractors, consultants, and sub-consultants, not to engage in any Sanctionable practice pertaining to the performance of this Agreement and shall not permit or approve such conduct by its executives, directors, authorized representatives, subsidiaries, agents, or other representatives. The Airport operator hereby informs the GH Service Provider and the Service Provider agrees, that the European Bank for Reconstruction and Development (EBRD), being one of the Senior Lenders, has the right to invoke its Enforcement Policy and Procedures, including any Enforcement Actions and Disclosure Actions (as set forth under the above Enforcement Policy and Procedures), regarding any allegations of sanctionable practices related to the Concession project. The GH Service Provider confirms that it has thoroughly familiarized itself with these policies and procedures, as they are publicly available on the EBRD website. In the event of the Service Provider engaging in any Sanctionable practice, the Airport operator has the right to unilaterally terminate this Agreement with immediate effect.

## **TRANSITIONAL AND FINAL PROVISIONS**

### **Article 23**

By signing this Agreement, the GH Service Provider confirms to have duly comprehended the content of the Terms and Conditions, and Schedules thereof, and has recognized them as applicable to the contractual relationship as set forth hereunder.

This Agreement is executed in Serbian language, whereof 2 (two) copies are for Belgrade Airport and 1 (one) for the GH Service Provider.

**This Agreement consists of the following contractual documents:**

**Wording of the Agreement**

**Schedules to the Agreement:**

**Schedule no. 1** - List of the Airport's Centralized Infrastructure (the applicable version published on the Belgrade Airport website at the relevant time);

**Schedule no. 2** - List of Airport's Infrastructure (the applicable version, published on the Belgrade Airport website at the relevant time);

**Schedule no. 3** - Instructions for access and use of AODB;

**Schedule no. 4** – BEG Terms and Conditions of airport infrastructure access and use for ground handling service providers at Nikola Tesla Airport in Belgrade, version stipulated under Schedule 4 of this Agreement (at the Agreement conclusion date, version 1.2, No. GD 675/2025 from 04/04/2025 effective from 15/04/2025)

**Schedule no. 5** - Communication channels with Belgrade Airport Flight Coordination and Ground Handling services.

**Schedule no. 6** - Limitations of unhindered access to the Airport infrastructure.

**Schedule no. 7** - Sanctionable Practice

**Schedule no. 8** - Definitions

In the event of a discrepancy between the above documents (Schedules), their hierarchy shall be determined based on the order of citation hereunder, except for Schedule 8 (Definitions), which shall take precedence over all the previously listed Schedules.

In the event of a discrepancy between the text of this Agreement and its Schedules, the provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**On behalf of BELGRADE AIRPORT d.o.o. Beograd**

**On behalf of GH Service Provider**

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**SCHEDULE 1**

**List of the Airport's Centralized Infrastructure**

<https://beg.aero/eng/business>

**SCHEDULE 2**

**List of Airport's Infrastructure**

<https://beg.aero/eng/business>

**SCHEDULE 3**

**Instructions for access and use of AODB**

#### **SCHEDULE 4**

**BEG Terms and Conditions of airport infrastructure access and use for ground handling service providers at Nikola Tesla Airport in Belgrade (at the Agreement conclusion date, version 1.2, No. GD 675/2025 from 04/04/2025 effective from 15/04/2025)**

**SCHEDULE 5**

**Communication channels with Belgrade Airport Flight Coordination and Ground Handling services**

## **SCHEDULE 6**

### **Limitations of unhindered access to the Airport infrastructure**

The Airport Operator does not guarantee to the GH Service provider unhindered access to the Airport infrastructure, particularly in case of:

1. Allowing provision of rescue and firefighting services, ambulance and other emergency facilities equipment and personnel in case of emergency at the Airport, including potential closing or suspending of operations at the Airport by the Grantor;
2. Access to governmental bodies or other authorities performing safety, security, surveillance, inspection, meteorological, air traffic management activities at the Airport;
3. Access to all police forces, security forces and other law enforcement bodies of the Republic of Serbia or another authorized country for purposes of performing their functions and carrying out lawful activities;
4. Any type of intervention of the Grantor and its authorities in case of events such as an act of war, armed conflict, invasion, mobilization, act of terrorism or other similar threats to public order, security or defence of the Republic of Serbia and its national interests;
5. Temporary takeover of operation of the Airport by the Grantor in case of material safety and/or security breaches or serious disturbances which jeopardize the functioning of the Airport;
6. Access by the Grantor and a potential successor operator of the Airport for the purposes of preparing materials for engaging a successor operator of the Airport.
7. Occurrence of events for which the Airport operator is obliged to issue a NOTAM in accordance with the Applicable Law.

## **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 payer 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

### DEFINITIONS

The following terms and expressions used hereunder shall have the meaning assigned by this Agreement (words importing the singular include the plural and vice versa):

Agreement on access and use of airport infrastructure (or "Agreement")	refers to this Agreement, concluded by and between the Airport Operator and the Ground Handling Service Provider, which, in form and content, corresponds to the model agreement on access to and use of airport infrastructure published on the website of BELGRADE AIRPORT d.o.o. Beograd ▪. This Agreement sets forth the rights and obligations of the parties concerning the provision of access to the airport infrastructure for the GH Service Provider and the use of such infrastructure for providing ground handling services, all in accordance with the terms set forth hereunder, jointly with the Terms and Conditions (as may be amended or supplemented from time to time at the discretion of Belgrade Airport).
Contractual Period	shall mean a period of three (3) years, as detailed under Article 15 hereof.
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, the area intended for retention of vehicles and equipment subject to ground handling of aircraft when not in use, official access points, as closely stipulated by Article 1.1. and Schedule 2 (List of Airport's infrastructure) hereto;
Certificate	refers to a valid authorization for the provision of ground handling services issued by the Civil Aviation Directorate of the RS registered under number no. [•] dated [•].
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 as detailed in Article 9 hereto.
Terms and Conditions	BEG Terms and Conditions of airport infrastructure access and use for ground handling service providers at airport Nikola Tesla in Belgrade, and all supplemental documentation, in version from Schedule 4 hereof (at the time of conclusion of this Agreement, version 1.2, No. GD <b>675/2025 from 04/04/2025</b> effective from <b>15/04/2025</b> ) i.e., any other valid version of those Terms that is adopted and published by Belgrade Airport and incorporated into this Agreement.
Centralized infrastructure	refers to the part of the Airport infrastructure managed by the Airport Operator used for the provision of ground handling services,

	having the complexity, costs or impact on the environment whereby prohibiting any secession or duplications thereof such as systems for transport and sorting of baggage, de-icing, water treatment and fuel distribution, as detailed in Article 3.1. and Schedule 1 ( <i>List of Airport’s centralized infrastructure</i> ) hereof.
Deficiency Notice	A written notice issued by Airport Operator, detailing the GH Service Provider’s non-compliance with the Service Standard as per Article 9 hereof
Notice of Breach	A written notice issued by Airport Operator, detailing the GH Service Provider ’s non-compliance with the Service Standard as per Article 9 hereof
Service road as part of the Airport infrastructure	refers to the section of the apron where, during the performance of official duties at the airport, personnel move, handle airport equipment and drive vehicles. It is marked with a full white edge line (towards the airport building) and a dashed white edge line (towards the airport apron);
Auxiliary service road as part of Airport infrastructure	is a section of the apron used for the movement of certain types of airport equipment and vehicles that move on the apron during the performance of official aircraft ground handling duties;
Confidential Information	means:  (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),  save for information relating to the Service Standards and the performance of the GH Service provider with respect to the Service Standards.  (ii) Any information in relation to which Airport Operator or the GH Service provider owes a duty of confidentiality to any third party.
Designated area for vehicles and equipment of the GH service provider during the period when such are not function of aircraft ground	refers to the area intended for the vehicles and equipment not participating in the aircraft ground handling process, such area being segregated for the specified purpose, marked and maintained in accordance with the Airport operator maintenance plan;

handling operations as part of the Airport infrastructure	
Airport database (AODB)	refers to the airport operation database containing the data on the physical volume of traffic at the Airport;
GH Service provider	refers to [•] being a holder of a valid certificate for the provision of ground handling services issued by the Civil Aviation Directorate of the RS, registered under number [•] dated [•]
Actual GH Service Provider	represents a GHSP (GH Service Provider) i.e. another ground handling service provider subcontracted by the GHSP under an agreement to provide one or more Ground Handling Services and has actually rendered the ground handling service to the Airport User.
GHLCN" (Ground Handling Landing Charge Note)	refers to the form for calculating the services provided at the airport, i.e. a document duly completed and signed by the Actual GH Service Provider and the representative of the airline, and represents the basis for charging the ground handling and airport services;
Concession Agreement	refers to the Concession Agreement for development through construction and reconstruction, maintenance and management of the JSC Airport Nikola Tesla Belgrade infrastructure and the performance of the activity of airport operator at Airport Nikola Tesla in Belgrade concluded on 22/03/2018, between the Government of the Republic of Serbia and JSC Airport Nikola Tesla Belgrade as the Grantor and the Selected best bidder, the company Vinci Airports SAS from France and Vinci Airports Serbia d.o.o. Belgrade -Surčin as the Concessionaire with all amendments.
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 ( <a href="https://www.ebrd.com/ineligibleentities.html">https://www.ebrd.com/ineligibleentities.html</a> ).

**All terms used in this Agreement shall have the meaning assigned to them in the document Terms and Conditions (Schedule 4 hereto), unless explicitly defined hereunder or unless the context requires otherwise.**