BYDGOSZCZ AIRPORT SCHEDULE OF CHARGES

1. DEFINITIONS

The terms used in this schedule have the following meanings:

1.1 PLB S.A. means Port Lotniczy Bydgoszcz Spółka Akcyjna, with registered office in Białe Błota, ul. Paderewskiego 1; Company in charge of the Bydgoszcz Airport;

1.2 Bydgoszcz Airport means the public airport situated in the district of Białe Błota, the city of Bydgoszcz, entered in the commercial airport register as EPBY.

1.3 Maximum take-off weight means maximum aircraft weight given in the aircraft's Certificate of Airworthiness or another equivalent document;

1.4 Passenger means a person travelling aboard an aircraft, who is not a crew member;

1.5 Transit passenger means a passenger arriving at an airport and continuing the journey by the same aircraft without leaving the aircraft;

1.6 New connection means a regular flight connection to an airport where no carriers who have operated at the Bydgoszcz Airport within the 12 months preceding the introduction of such new connection have flown.

1.7 'Touch & go' flight means a flight in which the aircraft lands and takes off with no taxiing and no ground personnel attendance;

1.8 Aircraft user means the owner of an aircraft or another person entered as the user of this aircraft in the aircraft register;

1.9 Customer means a natural or legal person, or organisational unit without legal personality, for which services relating to aircraft take-off, landing and parking operations are provided by Port Lotniczy Bydgoszcz S.A. The customer may be a user of an aircraft, another person carrying out or to which an aircraft take-off or landing operation is carried out, in particular: an air carrier whose flight number is used during a flight, and in take-off or landing operations performed under codeshare agreements – an air carrier who actually carries out a given operation;

1.10 Diverted flight means an aircraft flight which had been scheduled to land at a different airport, but for reasons connected with adverse weather conditions, technical problems or otherwise has been diverted to the Bydgoszcz Airport;

1.11 Regular connection means regular air transport where for each flight the space in the aircraft designated for passengers, luggage, goods or mail is publicly available, and transport is between set locations as per a published schedule, at set times or at a frequency indicating that flights are regular;

1.12 Chartered flight means air transport based on air charter agreement, in which the air carrier makes an agreed number of seats or amount of space in the aircraft available to the chartering party for the purpose of transporting a certain number of passengers, amount of luggage, goods or mail, as indicated by the chartering party;

1.13 Regular cargo flight means air transport which only involves goods, performed between set locations, at set times or at a frequency indicating that flights are regular;

1.14 Aircraft test flights mean flights connected with servicing of aircrafts by entities providing services with respect to Polish Army aircrafts;

1.15 The term 'monthly' refers to a full calendar month.

1.16 Aviation training centre base means an infrastructure located at the Bydgoszcz Airport operated by the Aviation Training Organisation certified by the Civil Aviation Authority for conducting aviation training. The infrastructure means a building with training rooms and sanitary facilities, as well as aircrafts and technical facilities for hangaring aircrafts in compliance with the requirements of the Civil Aviation Authority for the Aviation Training Organisation;

1.17 Apron means a specific area designated for aircraft parking, in which passengers get on or off the aircraft, goods or mail are loaded and unloaded, the aircraft is refuelled, parked or technically serviced;

1.18 Parking spot means a place on the apron designated for aircraft parking;

1.19 Low pass means a low pass of an aircraft over the runway.

2. GENERAL PROVISIONS

2.1 The airport charges are payable to PLB S.A., by the user of an aircraft or the customer who makes use of services provided by PLB S.A. If it is not possible to identify the aircraft user who is not the owner of the same, airport charges will be imposed on this owner of the aircraft.

2.2 Using services provided by PLB S.A. is tantamount to acceptance of all terms and conditions hereof.

2.3 Rates set forth herein are net, and VAT as per separate applicable regulations valid on the day the service is carried out will be added to them.

2.4 Rates are given in Polish zlotys (PLN).

3. AIRCRAFT LANDING, TOUCH AND GO AND LOW PASS CHARGES

3.1 The landing charge, which also includes take-off, is payable for each landing of an aircraft at the Bydgoszcz Airport.

3.2 The landing charge of an aircraft of a weight of up to 2 tonnes (maximum take-off weight) is PLN 75.00. The landing charge of aircrafts exceeding 2 tonnes (maximum take-off weight) is payable for each started tonne of the maximum take-off weight of an aircraft and amounts to:

Over 2.01 tonnes up to 25 tonnes (max take-off weight)	PLN 60.00/tonne
Over 25.01 tonnes to 40 tonnes (max take-off weight)	PLN 45.00/tonne
Over 40.01 tonnes to 60 tonnes (max take-off weight)	PLN 40.00/tonne
Over 60.01 tonnes to 80 tonnes (max take-off weight)	PLN 35.00/tonne
Over 80.01 tonnes	PLN 30.00/tonne

3.3 The charge for a 'touch & go' operation of an aircraft of a weight up to 2 tonnes (maximum take-off weight) is PLN 50.00. The charge for 'touch & go' operation for aircrafts exceeding 2 tonnes

(maximum take-off weight) is payable for each started tonne of the maximum take-off weight of an aircraft, according to the table below, provided that the minimum charge for a 'touch & go' operation must not be lower than PLN 50.00 net.

Over 2.01 tonnes up to 25 tonnes (max take-off weight)	PLN 9.00/tonne
Over 25.01 tonnes to 40 tonnes (max take-off weight)	PLN 6.75/tonne
Over 40.01 tonnes to 60 tonnes (max take-off weight)	PLN 6.00/tonne
Over 60.01 tonnes to 80 tonnes (max take-off weight)	PLN 5.25/tonne
Over 80.01 tonnes	PLN 4.50/tonne

3.4 The charge for a 'low pass' operation of an aircraft of a weight up to 2 tonnes (maximum take-off weight) is PLN 25.00. The charge for a 'low pass' operation of aircrafts exceeding 2 tonnes (maximum take-off weight) is payable for each started tonne of the maximum take-off weight, according to the table below, provided that the minimum charge for a 'low pass' operation must not be lower than PLN 25.00.

Over 2.01 tonnes up to 25 tonnes (max take-off weight)	PLN 3.00/tonne
Over 25.01 tonnes to 40 tonnes (max take-off weight)	PLN 2.25/tonne
Over 40.01 tonnes to 60 tonnes (max take-off weight)	PLN 2.00/tonne
Over 60.01 tonnes to 80 tonnes (max take-off weight)	PLN 1.75/tonne
Over 80.01 tonnes	PLN 1.50/tonne

4. PARKING CHARGE

4.1 The aircraft parking charge for parking in the specially designated area of the Bydgoszcz Airport is payable for each started tonne of the maximum aircraft weight (MTOW) and for each commenced 24 hours of parking, and amounts to:

Parking duration	Price [PLN] for each commenced 24 hours of parking
Up to 3x days	9.00
Over 3 days – up to 5 days	7.00
Over 5 days – up to 8 days	5.00
Over 9 days	2.80

4.2 The aircraft parking time is the time from the moment an aircraft enters the apron after taxiing, landing or tugging until taxiing is started or tugging to the starting point or outside the apron.

4.3 The charge set forth in section 4.1 is not payable for parking times shorter than 90 min.

5. DEPARTING PASSENGER CHARGE

5.1 The passenger charge for a departing passenger is payable for each departing passenger, and equals PLN 30.00 per person.

5.2 The charge in section 5.1 is not payable for:

a) Transit passengers;

b) Children under 2 not entitled to a separate seat on the plane.

6. EXTRA CHARGES

6.1 Contamination of airport surfaces.

Users of the Bydgoszcz Airport will be charged for any contamination of airport surfaces that they have caused. The charges for each sq m of contaminated surface are as follows:

Type of charge	Price [PLN]
Removal of spilled fuels and lubricants	80.00
Removal of other contamination	50.00

6.2 Additional security during aircraft parking.

Charges are payable for non-standard aircraft security services during parking at the airport:

Type of charge	Price [PLN]
Guarding of aircraft by Airport Security Service (PLN/hour) per each worker	200.00
Special lighting of the parking spot (PLN/day) per each light	150.00
Fencing of the parking spot	250.00

6.3 Protection of the aircraft during refuelling by the Airport Rescue and Fire Service.

The charge is payable for refuelling protection by the Airport Rescue and Fire Service while passengers are boarding, staying aboard or leaving the aircraft. The cost of a single operation is PLN 100.00.

7. DISCOUNTS

7.1 Charges set forth in section 3.2 are hereby reduced by PLN 10.00/tonne for regular passenger flight aircraft.

7.2 An aircraft user who opens a new regular connection receives a discount of:

60%	During the first 12 months of operating a new connection
50%	Between months 13 and 24 of operating a new connection
40%	Between months 25 and 36 of operating a new connection

on the charge set forth in section 3.2 herein.

7.3 An aircraft user who operates regular passenger flights receives a discount of

10%	For 4-10 operations per month
15%	For 11-30 operations per month
20%	For 31 or more operations per month

on the charge set forth in section 3.2 herein, for a landing of a single aircraft; and section 4.1 herein, for aircraft parking.

7.4 An aircraft user who operates regular passenger connections receives a discount of:

5%	For carrying (departing passengers) 650-1,300 passengers a month
10%	For carrying (departing passengers) 1,301-2,500 passengers a month
15%	For carrying (departing passengers) 2,501-3,800 passengers a month
20%	For carrying (departing passengers) 3,801-5,100 passengers a month

30%	For carrying (departing passengers) 5,101-6,400 passengers a month
40%	For carrying (departing passengers) 6,401-8,000 passengers a month
50%	For carrying (departing passengers) over 8,000 passengers a month

on the charge set forth in section 5 herein, per a departing passenger. The discount will be applied as follows:

a) If a monthly settlement is adopted, a discount for a given month shall be calculated based on the number of passengers carried in this month, and such discount shall be included in an invoice issued after that month ends;

b) If a shorter than monthly settlement period is adopted, a discount shall be applied after a given month ends, based on the number of passengers carried in this month, and such discount shall be included in an adjustment invoice issued after this month ends, with such adjustment invoice adjusting all invoices from a given month, issued according to the adopted settlement period, for the discount amount;

c) If a longer than monthly settlement period is adopted, a discount shall be applied separately for each month as part of the adopted settlement period, during which conditions for obtaining such discount are met; the amount of obtained discounts shall be included in an invoice issued after the adopted settlement period ends.

7.5 An aircraft user who opens a new regular cargo flight receives a discount of:

95%	During the first 12 months of operating a new regular cargo flight
90%	Between months 13 and 24 of operating a new regular cargo flight
85%	Between months 25 and 36 of operating a new regular cargo flight

on the charge set forth in section 3.2 herein.

7.6 An aircraft user making training flights under the Aviation Training Organisation certificate, service flights as part of service certificates (AWC, AOC or PART), which has a base as understood under item 1.16 in the Bydgoszcz Airport, receives a discount:

7.6.1 for the landing charge defined under item 3.2, amounting to:

Number of landing operations yearly	Discount
0-70	20%
71-200	60%
201-400	74%
401-800	76%
801-1600	80%
1601+	84%

7.6.2 on the 'touch & go' operation defined in section 3.3 and the low pass operation defined in section 3.4, amounting to:

Type of operation	Discount
'touch & go'	95%
low pass	95%

7.7 A user eligible for more than one discount, will receive all these discounts, except the discounts described in section 7.6; however, discounts concerning the same charge are not added and are applied in the order listed in the schedule, which means that the standard price is reduced by an applicable discount, and then the next discount is deducted from the already reduced price.

Example calculation of discount in respect of landing for a new regular connection:

Details:

OP – Landing charge for 1 maximum take-off weight as per the table in 3.2 herein – the aircraft weight in this example is 80 of the maximum take-off weight, for which the landing charge amounts to PLN 35.00 per each started tonne (section 3.2 of the schedule);
Ra – Discount for a regular passenger connection (section 7.1 herein) – PLN 10.00;
Rb – Discount in respect of a new regular connection (section 7.2 herein) – 60%;
Rc – Ten aircraft operations took place during the month (section 7.3 herein) – 10%;
T – Charge amount per 1 maximum take-off weight after discounts have been applied;
Formula: **T = ((OP-Ra)-Rb)-Rc**
In this example:
T = ((PLN 35.00-PLN 10.00)-60%)-10%
T = PLN 9.00 / 1 maximum take-off weight

8. EXEMPTIONS FROM CHARGES

PLB S.A. exempts from airport charges any entities which in the public interest perform tasks connected with the following flights:

8.1 With the aim of preventing effects of natural disasters or removing such effects, and saving human lives, unless the flight is performed as part of an entrepreneurial activity – as confirmed by a relevant note in the flight schedule or the following flight status:

- HOSP (aircraft flight made in order to provide medical assistance, reported by relevant medical services), or
- SAR (flight of an aircraft on a search/rescue mission), or
- HUM (flight of an aircraft participating in a humanitarian mission), or

8.2 For border protection, ensuring state security or public order – as confirmed by a relevant note in the flight schedule or the following flight status:

- STATE (state or civilian aircraft flight as part of a military, police, customs or border patrol mission), or
- GARDA (a password for performance of tasks by aircraft related to general security, public order or border protection), or

8.3 Solely in order to carry, as part of an official trip, a reigning monarch with his/her family, head of state, head of parliament or their chamber, head of government or a person holding an

equivalent post – as confirmed by a relevant note in the flight schedule or the following flight status:

– HEAD (a flight status of a Polish aircraft conferred by the Head of the Government Protection Bureau).

8.4 Entities entitled to exemptions from charges must provide the administrator of a public airport, within no more than 24 hours of the occurrence of an event incurring airport charges, a copy of the flight plan to confirm their entitlement to exemption. Flight plan copies must be sent by email to:

a) info@bzg.aero

b) kasa@bzg.aero

9. REFUSAL TO PROVIDE SERVICES

9.1 PLB S.A. may refuse to provide services to a Customer using the Airport services if such entity has defaulted, as defined by the Civil Code, on payment of airport charges due for PLB S.A., provided that this will not cause any risk to the safety of aircraft operations, passengers or cargo (goods and mail).

9.2 Prior to the refusal referred to in section 1, PLB S.A. shall be obliged to set an additional deadline for the Customer, who has defaulted, to fulfil their obligation, of not less than 5 business days, and indicate that in the event of ineffective expiry of the defined deadline, the airport manager may apply this refusal.

9.3 The public use airport manager shall immediately inform the Customer, who, despite the expiry of the defined deadline, has failed to settle outstanding airport charges, about a decision on the refusal referred to in section 1.

9.4 PLB S.A. reserves the right to refuse acceptance of an aircraft due to critical circumstances connected with the operation of the airport, which render safe landing impossible.

10. ORDER REGULATIONS

10.1 Invoices for customers are issued in Polish zlotys (PLN) on the day a service is performed or as soon as possible, unless provisions of the agreement concluded by the parties provide otherwise. Payments should be made in Polish zlotys (PLN).

10.2 Charges listed in the schedule are payable prior to the execution of a take-off operation by employees of the Sales and IT Department or the Ground Handling Department of PLB S.A. at the ticket office counter or without cash on the parking spot.

10.3 Payments for services listed in the schedule are provided against received VAT invoices:

a) by cash;

b) by credit card;

c) in the form of a prepayment based on a pro-forma invoice;

d) by bank transfer against an invoice with a deferred payment deadline.

10.4 If the customer uses or wishes to use services provided by PLB S.A. on a regular basis (i.e. at least once a week for four consecutive weeks) and has no outstanding financial liabilities to PLB S.A., they may pay airport charges by bank transfer against collective invoices with a deferred payment deadline, issued for settlement periods not longer than 1 calendar month. Such a settlement mode requires a relevant agreement to be concluded by and between PLB S.A. and the customer to govern the settlement period, etc.

10.5 In case of liabilities with a deferred payment date, invoices with a payment deadline of 7, 14, 21 or 30 days are issued, depending on the scale of regularity of operations and reliability of the Customer. These issues are governed in the agreements referred to in section 10.4 above.

10.6 Payments of airport charges may be made by the customer in the form of a prepayment based on the PLB S.A. estimated value of airport charges due from the customer for services rendered in the period covered by the prepayment. The prepayment must be credited to the bank account of PLB S.A. not later than on the business day prior to the first operation it refers to. If the prepayment is not received within the above deadline, PLB S.A. shall have the right to request that the customer settles payment of airport charges in the form of cash or by credit card on the spot.

10.7 If the contractor uses services of PLB S.A. outside office hours of the Sales and IT or Ground Handling Departments, or when they do not confirm payment with PLB S.A. in the form of a bank transfer, and have not made the payment on the spot by cash or credit card, then they shall be obliged to settle the payment against an invoice with a 7-day payment deadline of the date of receipt thereof.

10.8 No additional charges are payable for sending invoices by email. When sending invoices by mail, an additional charge shall be payable in the amount of:

a) PLN 10.00 net when sending within the Republic of Poland,

b) PLN 20.00 net in the territory of the EU and outside the EU.

10.9 Each customer who wishes to use the payment method described in sections 10.4 and 10.6 shall be obliged to submit a relevant application with Port Lotniczy Bydgoszcz S.A. in advance.

10.10 PLB S.A. reserves the right to request that the customer provides a payment security in the form of a non-interest-bearing deposit or an unconditional, irrevocable bank guarantee payable on first demand and issued by a first class bank. Both the bank and the content of the bank guarantee should be first accepted by PLB S.A. and the bank servicing PLB S.A.

10.11 The amount of the deposit or bank guarantee shall be calculated on the basis of airport charges the customer shall be obliged to pay in the period covered by the collective invoice, increased by the number of calendar days for making payment. In order to estimate the value of the security, the customer has to provide information and documents necessary to estimate such

value. Failure to provide the payment security may result in withdrawal of the consent of PLB S.A. to make payments in the mode specified in section 10.4 above.

10.12 If the customer has received the consent of PLB S.A. to make payments in the mode specified in section 10.4 above and fails to settle its obligations to PLB S.A. or does not settle them in a timely manner, PLB S.A. reserves the right to revoke such consent or suspend it until the customer settles all amounts due. In such a case, the customer shall be obliged to pay airport charges by cash or credit card. In order to be allowed to pay in the mode specified in section 10.4 again, all amounts due for PLB S.A. have to be settled.

10.13 PLB S.A. shall be entitled to accept banknotes and/or credit cards that are damaged, spoiled or for which there is a reasonable doubt as to their authenticity and/or validity. Refusal to accept banknotes and/or questioned or retained payment cards shall not relieve the customer of its obligation to settle relevant charges resulting from the schedule.

10.14 The customer shall bear all costs of bank fees and commissions relating to the settlement of payments to PLB S.A. charged by the servicing bank and banks and institutions acting as intermediaries in payment transactions.

10.15 Statutory interest in the amount specified in the applicable Journal of Laws of the Republic of Poland shall be charged for any amount not paid in a timely manner.

10.16 PLB S.A. reserves the right to report information on Customers who do not settle airport charges to the Civil Aviation Authority.

10.17 PLB S.A. reserves the right to take legal action to require the customer to pay outstanding amounts to PLB S.A.

10.18 Communication rules: Information, applications, prepayment confirmations and all inquiries and suggestions relating to the application and collection of airport charges and the granting of discounts on airport charges shall be sent to the following address:

Port Lotniczy Bydgoszcz S.A.

Paderewskiego 1, 86-005 Białe Błota, Poland,

Tel. +48 52 365 46 20

Fax. +48 52 365 46 19

Email: kasa@bzg.aero

10.19 All complaints shall be accepted only in writing, in Polish or English. Properly submitted complaints shall be considered immediately, whereas responses to complaints shall be given not later than within 30 days of the day of their receipt. In exceptional situations, this period may be extended up to 60 days, about which PLB S.A. shall inform before the expiry of 30 days of the day of receipt. Contact details:

10.20 A complaint form should include information on the following details of the Customer submitting the complaint:

a) name of the company or name and surname for natural persons;
b) email address or residential address and correspondence address;
c) subject matter of the complaint;
d) reason for the complaint.

10.21 Complaints containing incorrect or incomplete address details or data necessary for the complaint to be considered, as well as complaints containing uncensored or offensive vocabulary shall not be considered.

10.22 The customer submitting a complaint shall be informed about the complaint handling manner by email or mail.

10.23 The personal data controller is Port Lotniczy Bydgoszcz S.A. with registered office in Białe Błota, ul. Paderewskiego 1, 86-005 Białe Błota, KRS no. 0000121056, District Court in Bydgoszcz, 13th Economic Division of the National Court Register.

10.24 Personal data is processed with appropriate safety measures in force meeting legal requirements.

10.25 Personal data shall be processed to:

a) provide airport services;
b) settle and invoice airport charges;
c) conclude or perform an agreement for airport services;
d) maintain business correspondence.

The legal basis for the processing is performance of services listed in this schedule, i.e. art. 6, sec. 1, letter b) of the Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('General Data Protection Regulation').

10.26 Furthermore, personal data may be used for:

a) ensuring safety of persons and protection of property through visual monitoring;
b) carrying out a complaint procedure;
c) marketing purpose;
d) statistic purpose.

10.27 The legal basis for the processing are legitimate interests of the data controller – art. 6, sec. 1), letter f) of the GDPR, and for marketing activities – consent of the data subject – art. 6, sec. 1, letter a) of the GDPR. Submission of personal data is voluntary, yet may be necessary to achieve certain targets of the processing. Personal data shall be retained for a period required for proper fulfilment of the above targets only, and afterwards for a period required by obligations imposed on the data controller by law, including (i) provisions on civil liability for proper fulfilment of obligations by the parties and (ii) tax regulations.

10.28 Recipients of personal data may be appropriate employees of PLB S.A. to the extent that may be required to fulfil obligations relating to the provision of airport services, including settlement and invoicing.

10.29 Furthermore, personal data may be made available to other entities, if their cooperation with PLB S.A. is justified by the above processing purposes or storage of data (e.g. to entities providing mail, courier, bank, advisory, financial, accounting, tax, auditing, legal services, and to entities providing IT services such as hosting or servicing IT systems and software).

10.30 The customer shall be entitled to inspect their data, rectify, erase, restrict the processing of the same, transfer data, object the processing of data due to a special situation of the Customer, and to revoke the consent to process data any time, without affecting compliance of the existing processing with the law. In order to exercise the above rights, the Customer shall be obliged to send an email message to: iodo@bzg.aero.

10.31 Personal data shall be retained for the term of this schedule or for a period required by law, in particular for a period resulting from accounting regulations.

10.32 The Personal Data Protection Inspector may be contacted by email: iodo@bzg.aero or in writing to the address: Port Lotniczy Bydgoszcz S.A. with registered office in Białe Błota, ul. Paderewskiego 1, 86-005 Białe Błota.

10.33 The basis for processing personal data is art. 6, sec. 1, letters b), c) and f) of the GDPR. If it is found that personal protection regulations have been violated, you shall be entitled to submit a complaint with a supervisory authority, in particular in the member state of your habitual residence, your place of work or place where the alleged violation took place.

11. THIS SCHEDULE OF CHARGES WILL BECOME EFFECTIVE AS OF 01.01.2021