

6. Appendices

I Schiphol Admission Regulations (RTS): Conditions for companies

1. Adoption

Whereas:

- a. Pursuant to Section 37b of the Aviation Act, N.V. Luchthaven Schiphol, as owner and operator of Amsterdam Airport Schiphol, is responsible for Security Restricted Area - Critical Parts and, as part of this responsibility, commissions Schiphol Nederland BV (hereinafter to be jointly referred to with N.V. Luchthaven Schiphol as 'SNBV') to monitor the granting of access rights, including the distribution and collection of Schiphol Passes;
- b. SNBV is owner of the access control system and the Schiphol Passes;
- c. SNBV imposes requirements on users, suppliers, organizations that perform work for the operator at the airport, as well as organizations that independently provide ground handling services at the airport, with regard to order and safety, as well as the safe use of the airport (infrastructure). SNBV checks compliance with these requirements, which are based on the applicable (international) regulations.
- d. The counterparty performs work in the areas at Amsterdam Airport Schiphol designated as Restricted and Clean Areas.;
- e. In order to perform this work, Employees of the counterparty or of Third Parties engaged by the counterparty require access to Restricted and Clean Areas and therefore must hold a valid Schiphol Pass for persons/vehicles;
- f. SNBV has taken a series of measures to penalise use of the Schiphol Pass for persons/vehicles that is in breach of the applicable regulations and conditions;
- g. SNBV provides Schiphol Passes for persons/vehicles to Employees of the counterparty and Employees of Third Parties engaged by it (exclusively) for access to Restricted and Clean Areas under the below conditions;
- h. The counterparty, in addition to Employees and Third Parties, is responsible and liable for the use of the Schiphol Passes for persons/vehicles provided to these Employees and Third Parties.

2. Definitions

Article 1 Definitions

| Terms | Descriptions |
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| Instruction(s) | Instructions, requirements and conditions as referred to in Section 37b of the Aviation Act and Article 16 of the Airport Grounds Ground Handling Regulations. |
| Handling agent | Provider of ground-handling services. |
| Airside Demarcated Area | Security restricted areas which have been designated as demarcated areas by the airport operator, which are not public and which are subject to full access control. |
| Authorisation | Authorisation assigned to the holder of the Schiphol Pass for persons/vehicles granting access to various parts of Restricted and Clean Areas. |
| Escort authority | Authority of a holder of a Schiphol Pass for Persons to escort a person with a Schiphol Visitor Pass in Restricted and Clean Areas. |
| Third-party/parties | Persons not employed by the counterparty but who are engaged by the counterparty and require a Schiphol Pass for persons/vehicles to perform work on behalf of the counterparty. |
| Area Manager | The authorized employee / department which is responsible to issue the relevant authorization on the basis of described issuance conditions. |
| Ground-handling services | In line with (EU) 2018/1139 ‘groundhandling service’ means any service provided at aerodromes comprising safety -related activities in the areas of ground supervision, flight dispatch and load control, passenger handling, baggage handling, freight and mail handling, apron handling of aircraft, aircraft services, fuel and oil handling, and loading of catering; including the case where aircraft operators provide those groundhandling services to themselves (self-handling); |
| Landside Restricted Area (LRA) | Restricted access areas designated as such by the airport operator that are secured to ensure the continuity of SNBV operations as distinct from guaranteeing the safety of civil aviation. |
| License to Operate | The License to Operate (LTO) establishes the scope, responsibilities, liabilities and specific operational requirements for ground handling service providers and self-handlers by the airport (the “rules of ground handling”). These “minimum” handling requirements specify the terms and conditions for the use of airport facilities, infrastructure, services and operations while ensuring the airport’s safety, performance, efficiency and sustainability goals are achieved. These handling requirements are captured in the specific annex to the Schiphol Admission Regulations. |
| Airside Secured Area (ASA) | The area designated by the airport operator, pursuant to the airport operator’s legal obligations to grant access only to those people in possession of a valid ticket, Crew-ID or airport identity card. |
| Pass holder | A natural person to whom a Schiphol Pass for Persons has been issued. |
| Schiphol Admission Regulations | Conditions for companies and organisations that desire access to Amsterdam Airport Schiphol’s Restricted and Clean Areas. |
| Schiphol Pass for Persons | A pass issued by the airport operator that grants access to Restricted and Clean Areas The term Schiphol Pass is also understood to mean a Schiphol Day Pass and Schiphol Visitor Pass issued by the airport operator. |
| Schiphol Vehicle Pass | Access pass, as defined in EU Regulation 185/2010 |
| Security Restricted Area – Critical Part | Critical sections of the security restricted area at the airport, within which all those present have been checked for the presence of prohibited items and which are subject to strict access controls. |
| Access control system | The automated system installed and maintained by SNBV for physical and visual access security of Restricted and Clean Areas. |

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| Access control | The full range of access control measures, including the distribution, operational control and collection of Schiphol Passes for Persons and Vehicles and security control measures, including the |
| Schiphol Pass (persons) Conditions | The applicable conditions provided to the pass holder with which he/she is obliged to comply. |
| Schiphol Pass (vehicles) | The applicable conditions provided to the counterparty with which the counterparty is obliged to comply. |
| Counterparty | A company or organisation whose Employees or Third Parties engaged by it are provided with Schiphol Passes for persons/vehicles by SNBV. |
| Employee(s) | Employee(s) in the employment of the counterparty. |

3. **Rules regarding access to Restricted and Clean Areas.**

Article 2 Access

SNBV only grants access to Restricted and Clean Areas if the following requirements are satisfied on a continuous basis.

1. The counterparty will ensure, insofar as its activities give cause to do so, that it demonstrates to have an adequate safety-, working conditions- and environmental management system based on a plan-do-check-act-cycle.
This can be demonstrated by certificates showing that the norms, guidelines and/ or industry standards of IOSA, and / or ISAGO, JIG or other industry standards and the like are met.
2. The Aerodrome Operator reserves the right to conduct periodically a continuation of oversight in the form of audits at the counterparty.
3. The counterparty is obliged to cooperate with audits.
4. The counterparty will ensure that in its collective labour agreement or in a binding behaviour agreement the below (or in other words with the same meaning) is included:
 - The employee in the execution of activities is not allowed to use alcohol or drugs or be under the influence thereof.
 - The employee who uses or will use medication that can have a significant impact on the physical and / or mental functioning that compromises safety conditions, is not allowed to carry out activities on airport premises. The employee who as a consequence of this article is being hindered in carrying out their due activities, will consult their manager on this topic.
5. For ground handling service providers, the conditions and requirements captured in the License-to-Operate (LtO) are applicable from 1 January 2023⁴.

Article 3 Company Information

1. The counterparty must register with SNBV by means of the appropriate registration form available from SNBV and at www.schiphol.nl.
2. The counterparty will not be registered until SNBV has processed the fully and correctly completed registration form supplied by the counterparty.
3. SNBV will assess whether granting the counterparty's Employees, or Third Parties it engages to perform work on its behalf, access to the Restricted and Clean Areas is warranted based on the company information supplied for the registration.
4. SNBV can decide that for organisational reasons a certain period of time is necessary between the time of registration of the counterparty and the time the counterparty can start its activities.

⁴ See definitions for further explanation LtO

5. The counterparty is responsible and liable at all times for the accuracy and completeness of the company information it provides for the purpose of obtaining access to Restricted and Clean Areas for its Employees or Third Parties engaged to perform work on its behalf.
6. If the work of the counterparty has come to an end, either in full or in part, or if the nature of the work has changed, the counterparty must inform SNBV thereof in writing without delay.
7. SNBV will assess the changed information and description to determine whether access is still warranted.

Article 4 Use of airport facilities

1. The counterparty will ensure that its Employees and Third Parties use all airport facilities and provisions as efficiently and safely as possible and in such a way that they can also be used simultaneously by other parties efficiently and safely.
2. The counterparty is obliged to use all facilities to which it is granted access with due care and diligence and in accordance with the general and specific instructions provided by SNBV relating to their use.
3. SNBV reserves the right to charge, following consultations, a reasonable fee for the counterparty's use of certain infrastructure and/or facilities within Restricted and Clean Areas. in order to facilitate the efficient use of such infrastructure and/or facilities or for other reasons related to ensuring order and safety. SNBV can determine that for organizational reasons some time must elapse between the time of registration of the other party and the time at which this other party can actually commence its work.
4. SNBV is authorised at all times to make changes to the furnishing and/or facilities within Restricted and Clean Areas., including but not limited to the infrastructure, buildings and runways and other facilities. SNBV will make available as much information as possible about these changes or intended changes and, should the nature of these changes give cause to do so, will consult with the users of the relevant facilities. SNBV can never be held liable for damages in connection with such changes, with the exception of damage resulting from an intentional act and/or gross negligence.
5. The counterparty is responsible for taking out adequate insurances at its own expense.
6. The counterparty is in any event obliged to take out permanent insurance against damage to property of SNBV and its affiliated enterprises.
7. At the request of SNBV, the counterparty will present proof that it has taken out the insurance policies required under this article as well as proof of payment of the premiums owed.

4. Rules regarding the application for Schiphol Passes

Article 5 Applying for Schiphol Passes

1. Schiphol Passes for persons/vehicles will only be issued after the counterparty has registered and fully and truthfully completed an application form for a Schiphol Pass for persons/vehicles.
2. As part of the application process for a Schiphol Pass, the counterparty must request a security screening for its Employees, or for the Third-Party workers it engages, from the General Intelligence and Security Service.

Article 6 Conditions applicable to the counterparty with respect to Employees and Third- Party workers

1. The counterparty will ensure that its Employees and Third-Party workers it engages are and remain informed of the rules and procedures relating to applying for, using and returning the Schiphol Passes for persons/vehicles issued to them; furthermore, the counterparty will also require that its Employees and Third-Party workers comply with the rules and procedures as set out in the 'Conditions Schiphol Pass for Persons' and the 'Conditions Schiphol Vehicle Pass'.
2. Work to be carried out by Employees or Third-Party workers must be on the instruction of the counterparty.

3. The counterparty will inform SNBV in writing and without delay about any changes to Employee and Third-Party worker details previously provided (stating the name, pass number and birth date of the Employees or Third-Party workers concerned). These changes concern the following details:
 - Termination of employment;
 - Withdrawal by the Ministry of the Interior and Kingdom Relations of the employee's certificate of no objection.
 - Change of employee role, as a result of which the Employee concerned no longer requires the Schiphol Pass for Persons or escort authority issued to him or her, or the Employee concerned requires different authorisations.
 - Any (other) change resulting in the Employees or Third-Party workers no longer requiring the Schiphol Pass for persons/vehicles in order to carry out their duties.
4. The counterparty and Schiphol Pass user employed by the counterparty are both responsible for informing SNBV and amending the job matrix when the Schiphol Pass user moves to a new role. This is particularly important where a change of critical Authorisation is involved.
5. The counterparty will endeavour to incorporate provisions in its employment contracts and Third Party agreements that make the confiscation of the Schiphol Pass for Persons grounds for termination with immediate effect of the employment contract or agreement, respectively.
6. The counterparty is responsible for returning the Schiphol Pass for persons/vehicles following the end of work for which the Schiphol Pass was issued, when the employment of an Employee issued with a Schiphol Pass for persons/vehicles has been terminated, on the final working day of an Employee issued with a Schiphol Pass for persons/vehicles, on the termination of the work of Third Parties on behalf of the counterparty or on the instructions of SNBV.
7. The counterparty will ensure that the pass holder immediately returns the Schiphol Pass for Persons to the appropriate personnel designated by SNBV if the pass holder is no longer required to enter Restricted and Clean Areas (for example after termination of work, the termination of employment, withdrawal of certificate of no objection etc.). Upon request, the pass holder will be given a receipt when he or she hands in the Schiphol Pass.
8. The Schiphol Vehicle Pass held by SNBV-authorized personnel must be withdrawn immediately if the vehicle will no longer enter Security Restricted Area - Critical Parts and/or Airside Demarcated Areas (following the replacement of the vehicle concerned, the end of work, etc.). Upon request, a receipt will be provided when the Schiphol Pass is handed in.
9. The Schiphol Pass for persons/vehicles is issued for a specific term of validity. The term of validity of the Schiphol Pass always corresponds with the term of the contract of the employee and in case of an indefinite contract the maximum term of validity is 5 years, considered from the day of issuance of the VGB. At the request of the counterparty, SNBV may decide to extend the term of validity of a Schiphol Pass for persons/vehicles. To obtain such an extension, the counterparty must have submitted a written request for an extension to SNBV no later than one business day before the expiry of the original term of validity. An extension of the term of validity of a Schiphol Pass for persons/vehicles does not affect the applicability of these Regulations or the 'Conditions Schiphol Pass for Persons' and/or the 'Conditions Schiphol Vehicle Pass'.
10. SNBV registers and monitors the use of the Schiphol Pass for persons/vehicles issued to an Employee or Third-Party worker as well as any Authorisations and features associated with the Schiphol Pass. If the Schiphol Pass for persons/vehicles or a specific Authorisation or feature has not been used for a period of more than two months, SNBV has the right to block or confiscate the Schiphol Pass for persons/vehicles or to withdraw the Authorisation and/or feature, irrespective of the reason for the non-use of the Schiphol Pass for persons/vehicles or Authorisation and/or feature, and to do so without any prior warning to or notification of the pass holder or employer, unless alternative agreements have been made with the counterparty in this regard.

5. Final provisions

Article 7 Rates and payment conditions for Schiphol Passes for persons/vehicles

1. The other party may owe SNBV a fee for the Schiphol Passes issued to Employees and Third Parties for persons/vehicles in accordance with the current rate excluding any government charges.
2. The fee for Schiphol Passes issued to Employees or Third Parties for persons/vehicles also applies to Schiphol Passes for persons/vehicles issued for only a part of the year. The total number of Schiphol Passes issued for persons/vehicles is determined on a fixed reference date each year.
3. SNBV may adjust the rates at its discretion. SNBV will notify the counterparty of any intended rate changes in writing at least two months in advance. This term does not apply to rate adjustments necessitated pursuant to government measures.
4. In no case will the confiscation or blocking of a Schiphol Pass for persons/vehicles and/or Authorisations lead to restitution of the fee or any part thereof to the Other Party.
5. All payments due from the counterparty must be completed within no more than 16 days after the invoice date.
6. Payments are to be made without deduction, settlement or suspension of any payment on any grounds whatsoever.
7. If the counterparty does not pay the amount due within the term stipulated in paragraph 5 the counterparty will owe statutory default interest on the overdue amount without need for any further notice of default. In the case of payment arrears, SNBV also has the right to suspend the issue of Schiphol Passes for persons/vehicles to Employees or Third Parties and to block any previously issued Schiphol Passes for Persons.
8. If the counterparty has also concluded a parking agreement with SNBV, parking authorisations may also be requested. The request for parking authorisations must specify whether the parking costs will be borne by the counterparty. If this is not or not clearly specified, the costs will be invoiced to the counterparty.
9. If, following the end of the work for which the Schiphol Pass was issued or the termination of the employment of the Employee(s) or the termination of the work performed by Third Parties for the counterparty, the Employee(s) or Third Party/Parties do not return their Schiphol Pass to SNBV, the counterparty may be invoiced for the Schiphol Pass in accordance with the current rate.

Article 8 Damage / liability

1. The counterparty is liable vis-à-vis SNBV for any and all damage caused to SNBV or to SNVB property by its Employees or Third Parties in connection with the performance of the activities for which the counterparty was admitted or in any other way arising from these terms and conditions.
2. The counterparty indemnifies SNBV against any claims and/or fines, fees, penalties or similar imposed by Third Parties, including by government and administrative bodies connected with the counterparty's rights and duties under these terms and conditions.
3. SNBV is not liable for damage arising from the use of Schiphol Passes for persons/vehicles issued to Employees or Third Parties. The previous sentence does not apply to damage and/or injury sustained as a result of a demonstrable intentional act or omission and/or demonstrable gross negligence on the part of SNBV.
4. SNBV is not liable for consequential damage to the other party or Third Parties that is in any way connected with a Schiphol Pass for persons/vehicles issued by SNBV and/or the access control system used by SNBV.
5. The other party is liable vis-à-vis SNBV for damage to or the loss of Schiphol Passes for persons/vehicles issued to Employees or Third Parties as well as for any other damage incurred by SNBV as a result of the use of Schiphol Passes for persons/vehicles by Employees or Third Parties.
6. Under no circumstances can SNBV be held liable for the consequences of a temporary or definitive confiscation or blocking of a Schiphol Pass for persons/vehicles and/or the confiscation or blocking of associated Authorisations and/or features. The previous sentence does not apply to damage and/or injury sustained as a result of a demonstrable intentional act or omission and/or demonstrable gross negligence on the part of SNBV.

7. Under no circumstances can SNBV be held liable for the consequences of any technical defects in a Schiphol Pass for persons/vehicles and/or the Access Control System. The previous sentence does not apply to damage and/or injury sustained as a result of a demonstrable intentional act or omission and/or demonstrable gross negligence on the part of SNBV.

Article 10 Registration of personal data

Employee and Third-Party data are entered in a database maintained in conformity with the provisions of the Dutch Personal Data Protection Act (Wet bescherming persoonsgegevens). This database is registered with the Data Protection Authority (College Bescherming Persoonsgegevens).

Article 11 Ownership of the Schiphol Pass

1. Schiphol Passes for Persons issued to Employees or Third Parties remain the property of SNBV at all times.
2. Schiphol Passes for Vehicles issued to the counterparty remain the property of SNBV at all times.

Article 12 Supply of Schiphol Passes for persons/vehicles and amendment of the Schiphol Admission Regulations

1. SNBV retains the right to amend all or part of the Schiphol Admission Regulations at any time following consultation with the counterparty, for instance pursuant to the amendment of laws or internal or external regulations.
2. SNBV can terminate or suspend the supply and use of Schiphol Passes for persons/vehicles to/by Employees and Third Parties with immediate effect if:
 - The counterparty is declared bankrupt;
 - The counterparty applies for suspension of payment;
 - The counterparty terminates or suspends its activities or winds up its business;
 - SNBV establishes any abuse of a Schiphol Pass for persons/vehicles issued to an Employee or a Third Party;
 - SNBV establishes any action in violation of the Conditions Schiphol Pass for Persons, the Conditions Schiphol Vehicle Pass, the Schiphol Admission Conditions and/or the Schiphol Regulations;
 - The counterparty fails to fulfil any or all of the provisions arising from these Regulations and/or the terms and conditions and regulations referred to above;
- SNBV is instructed to do so by the government.

Article 30 Final provisions

1. These Regulations are governed by Dutch law.
2. These Regulations are part of the rules and regulations applicable to all SNBV grounds and buildings, including the prevailing Aviation Act 1992 (Wet luchtvaart), Aviation Act 1959 (Luchtvaartwet), Regulations for the Safe Use of Airports and Other Aerodromes (Regeling veilig gebruik luchthavens en andere terreinen), Schiphol Regulations, and rules and regulations pertaining to safety, health and the environment.
3. The counterparty declares to have taken note of all the terms and conditions, rules and regulations referred to in these Regulations and to take responsibility for proper compliance therewith by the counterparty, Employees and Third Parties alike.
4. On the Other party's request, SNBV will provide the counterparty with a copy of the aforementioned rules and regulations without delay and free of charge.
5. Any disputes arising from these Regulations and the terms and conditions and regulations referred to therein will be submitted for judgement to the competent district court of Amsterdam.
6. SNBV is authorised to amend these Regulations, the Conditions Schiphol Pass for Persons, the Conditions Schiphol Vehicle Pass and/or the Schiphol Regulations at any time.

Annex – License to Operate – Rules fro Ground Handling

(See separately attached document)