Contract for granting financial aid under the de minimis aid scheme to support the activity of air operators operating flights to/from "Transilvania - Târgu Mureș" Airport, in order to promote tourism in Mureș County and the areas served by the airport, endorsed by the Romanian Competition Council by opinion No 7374/29.05.2025 2025 and approved by Decision of Mureș County Council No 97 of 26 June 2025

No _____ dated _____

Between:

Mures County Council, a public authority established at the level of the administrative-territorial unit - Mures County, with its headquarters in Targu Mures, str. Piața Victoriei nr. 1, jud. Mureș, tel. 0265/26363111, fax.0265/268718, e-mail address cjmures@cjmures.rofiscal code 4322980, bank account no. RO03TREZ47624510220XXXXX, opened at the Treasury of Târgu Mureș Municipality, represented by the **President Péter Ferenc**,

as a provider of State aid, hereinafter referred to as '**the Provider**' on the one hand

and

_____ with registered office in _____, tel._____, e-mail address _____, registration number/fiscal registration code _____, having an account in RON _____ opened at a unit of the Romanian Treasury or an account in foreign currency _____ opened at the Bank _____, with registered office in _____ in compliance with the provisions of the Order of the Minister of Public Finance no.1235/2003 for the approval of the Methodological Norms for the application of the provisions of Government Emergency Ordinance no.146/2002 on the formation and use of resources disbursed through the State Treasury, approved with amendments by Law no.201/2003, duly represented by Mr/Mrs _____, hereinafter referred to as "**Beneficiary**",

RECITALS

(A) On _____ the Provider has published the notice of the opening of the call for applications for de minimis aid under the *de minimis aid scheme for supporting the activity of air operators operating flights to/from "Transilvania - Targu Mures" Airport, in order to promote tourism in Mures County and the areas served by the airport*, endorsed by the Romanian Competition Council by opinion no. 7374/29.05.2025 and approved by Mureș County Council Decision No 97 of 26 June 2025, the objective of the selection procedure being to support the activity of air operators engaged in promoting Mureș County as a tourist destination and air destinations to/from 'Transilvania-Târgu Mureș' Airport.

Goal of the scheme:

- developing local tourism by stimulating airlines to operate scheduled flights to/from "Transilvania - Târgu Mureș" Airport, respectively to increase the number of passengers

travelling through "Transilvania - Târgu Mureș" Airport, contributing to the increase in the number of tourists and the development of the local economy.

(B) In accordance with the provisions of the Scheme of de minimis aid to support the activity of air operators operating flights to/from "Transilvania - Târgu Mureș" Airport, in order to promote tourism in Mureș County and the areas served by the airport, approved by the Romanian Competition Council by opinion no. 7374/29.05.2025 and approved by the Decision of the Mureș County Council no. 97 dated 26.06.2025, the Provider has undertaken to grant financial aid to air operators who submit applications for de minimis aid together with the documents proving that they fulfil the eligibility criteria after verification of eligibility by Autonomous Administration "Aeroportul Transilvania - Târgu Mureș".

(C) The Beneficiary submitted the application for state aid together with the documents proving the fulfilment of the eligibility criteria set out in the de minimis aid scheme for supporting the activity of air operators operating flights to/from "Transilvania - Targu Mures" Airport, in order to promote tourism in Mures County and the areas served by the airport, on _____, at the following email address: office@transylvaniaairport.ro, registered at the Autonomous Administration "Aeroportul Transilvania - Targu Mures" under the number _____.

(D) The evaluation report accompanied by the supporting documents showing the fulfilment of the eligibility conditions set out in the de minimis aid scheme for supporting the activity of air operators operating flights to/from "Transilvania - Târgu Mureș" Airport, with the aim of promoting tourism in Mures County and the areas served by the airport as well as the proposal for concluding the contract, prepared by the Autonomous Administration "Transilvania - Târgu Mureș" Airport, was submitted to the Provider.

The Parties therefore agree as follows:

1. SUBJECT MATTER

1.1. The purpose of this contract is to establish the conditions under which the Beneficiary will receive from the Provider, de minimis aid in the amount of _____ for the period of _____ (but not more than 30.06.2029), as set out in the Annex which forms part of this contract, related to the promotion activity and the number of flights to/from "Transilvania - Târgu Mureș" Airport.

1.2. The State aid will be paid in RON, calculated at the Euro/R RON exchange rate of the National Bank of Romania, valid on the date of payment of the State aid, for airlines resident in Romania or in Euro for airlines non-resident in Romania, according to the supporting documents submitted to Autonomous Administration "Aeroportul Transilvania-Târgu Mureș".

2. DURATION

2.1. This contract shall enter into force on the date on which it is signed by both parties and shall cease to have effect on the date on which all the obligations undertaken by the parties have been fulfilled.

3. BENEFICIARY'S OBLIGATIONS

3.1. The state aid beneficiary undertakes to undertake actions to promote the county of Mures and flights to/from "Transilvania-Târgu Mures" Airport and to operate scheduled flights to/from "Transilvania-Târgu Mures" Airport, for a period of _____ starting from

..... (until 31 December 2028 at the latest), in accordance with item I and II of the Annex to this contract.

3.2. The Beneficiary is obliged to present in the quarterly report, attached to the tax invoice, the degree of realisation of the evaluation factor no.1 *"The budget allocated by the Marketing Plan for the promotion of Mures County and flights to/from Transilvania Târgu Mures Airport"* and the degree of realisation of the evaluation factor no.2 "The aircraft capacities to be used for flights to/from Transilvania Târgu Mures Airport", indicators calculated according to the formulae presented below:

a) Degree of realisation of evaluation factor no.1 *"Budget allocated by the Marketing Plan for the promotion of Mures County and flights to/from "Transilvania Târgu Mures" Airport"* = No. of promotion actions carried out in the quarter ____ / No. of promotion actions undertaken by contract.

b) Degree of fulfilment of the assessment factor no.2 *"Aircraft capacities to be used in providing flights to/from "Transilvania Târgu Mureș" Airport"* = No. aircraft seats x weekly frequency x no. weeks performed in the quarter ____ / No. aircraft seats contracted x weekly frequency contracted x no. weeks contracted.

3.3. The Beneficiary is obliged to realise the aggregate of the values assumed in the contract, in the weights established in the tender evaluation, the accepted margin of deviation for each evaluation factor is 10%.

3.4. The Beneficiary is obliged to maintain the eligibility conditions on the basis of which the de minimis aid was granted, for a minimum period of 1 year.

3.5. Any change in the fulfilment of the eligibility conditions will be communicated by the Beneficiary to the airport manager: Autonomous Administration "Aeroportul Transilvania-Târgu Mureș", by e-mail: office@transylvaniaairport.ro within 5 calendar days from the date of the change and shall be accompanied by the supporting documents justifying the change.

3.6. In the situations referred to in Article 5.2. the Beneficiary is obliged to notify the Airport Manager of the reasons why the flights cannot be operated and, if there is documentary evidence to this effect, to attach it to the aforementioned notification, which will be sent by e-mail: office@transylvaniaairport.ro.

3.7. The Beneficiary shall electronically send the invoice, representing the amount of de minimis aid requested, within the first 5 calendar days of the month following the period for which it requests payment of the amount referred to in art. 4.1, to the administrator of "Transilvania Targu Mures" Airport by e-mail: office@transylvaniaairport.ro.

3.8. For the purposes of monitoring and control of the Beneficiary, the Beneficiary is obliged to communicate to the airport manager: Autonomous Administration "Aeroportul Transilvania-Târgu Mureș", supporting documents regarding the flights to/from "Transilvania-Târgu Mureș" Airport, types of aircraft used, seating capacity per aircraft, destinations served, weekly frequency of flights and seats allocated once the invoice is sent. Also, in justified cases and if necessary, the Beneficiary is obliged to transmit within 3 working days from the date of the request by the airport operator any data related to the operation of flights to/from "Transilvania-Târgu Mureș" Airport.

3.9. The Beneficiary of the de minimis aid granted under the *de minimis aid scheme to support the activity of air operators operating flights to/from "Transilvania - Târgu Mureș" Airport, in order to promote tourism in Mureș County and the areas served by the airport*, must keep all related documents for 10 years and is obliged to make them available to the contracting parties, including the Competition Council, whenever requested.

4. PROVIDER OBLIGATIONS

4.1. The Provider shall pay to the Beneficiary the aid referred to in Article 1.1 in quarterly instalments, in accordance with the supporting documents submitted by the airport manager Autonomous Administration "Aeroportul Transilvania-Târgu Mureș", by the 15th of the month following the period for which the payment is requested.

4.2. Payment will be made according to the achievement level of the indicators set out in the Annex to this Contract, calculated cumulatively in accordance with Articles 3.2 and 3.3 of this Contract.

5. DEFAULT

5.1. If the Beneficiary does not comply with the conditions set out in the Scheme of de minimis aid to support the activity of air operators operating flights to/from "Transilvania - Târgu Mureș" Airport, in order to promote tourism in Mureș County and the areas served by the airport, including the conditions of eligibility and granting of de minimis aid, the Provider may proceed to the suspension / termination and recovery as appropriate of the state aid granted in accordance with the provisions of Government Emergency Ordinance no. 77/2014 on national procedures in the field of state aid as well as amending and supplementing the Competition Law no. 21/1996 with subsequent amendments and additions.

5.2. Notwithstanding the provisions of art. 5.1, in the event of flight restrictions caused by reasons beyond the control of the Beneficiary (e.g. flight restrictions issued by the countries where/where they operate flights, unfavourable weather conditions or similar), the Beneficiary cannot be obliged to fulfil the obligations undertaken in this contract for the period during which it is unable to operate flights.

For the period during which the Beneficiary is unable to operate the flights for reasons attributable or not attributable to it, the Provider shall have no obligation to pay de minimis aid. Also, the supplier will not be liable for late payment penalties if the Beneficiary has not sent the invoice, representing the amount of de minimis aid requested and the supporting documents within the deadline set out in art. 3.7.

6. TERMINATION

6.1. This Contract shall terminate:

a) by the execution/fulfilment by both parties of all their obligations under this contract and applicable law;

b) by agreement of both parties, recorded in writing in an addendum;

c) by impossibility of execution/fulfilment;

d) by automatic termination, notified by either party, if the other party fails to fulfil its obligations within a maximum of 20 days from the date of notification;

e) by unilateral written cancellation, from the date of its notification, by the Provider in case it is found that the Beneficiary no longer fulfils any of the eligibility conditions set out in Article IV of the De minimis aid scheme for supporting the activity of air operators operating flights to/from "Transilvania - Targu Mures" Airport, in order to promote tourism in Mures County and the areas served by the airport, approved by the Decision of the Mures County Council no. 97 of 26.06.2025.

7. DISPUTE RESOLUTION

7.1. Any disagreement arising out of or in connection with this Contract, including but not limited to its validity, interpretation, performance or termination shall be settled amicably. If an amicable settlement is not possible, the dispute will be settled by the competent courts under Romanian law.

8. MISCELLANEOUS

8.1. Neither Party shall be entitled to assign or transfer its rights or obligations under this Contract, in whole or in part, without the prior written consent of the other Party. If any such right/obligation is so assigned by either Party, the assigning Party shall remain liable as guarantor for the proper fulfilment of the obligations by its assignee(s).

8.2. In the event that any clause or sub-clause or part of a clause in this Contract is likely to be considered invalid because it is contrary to applicable law, the parties agree to replace the invalid clause or sub-clause with valid clauses representing the original economic intention of the parties to the greatest extent possible. In such event, all other terms of the Contract shall remain in full force and effect.

8.3. No amendment or addition to any of the terms of this Contract shall be valid unless agreed in writing and signed by both Parties.

9. NON-DISCLOSURE

9.1. No contracting party shall have the right, without the written consent of the other party:

a) to make the contract or any provision thereof known to any third party other than those persons involved in the performance of the contract;

b) to use information and documents obtained or to which it has access during the term of the contract for any purpose other than that of fulfilling its contractual obligations;

9.2. Disclosure of any information to persons involved in the performance of the contract will be made in confidence and will extend only to that information which is necessary to fulfil the contract.

9.3. A contracting party shall be exempt from liability for disclosure of information relating to the contract if:

a) the information was known to the Contracting Party before it was received from the other Contracting Party, and shall provide proof of that fact;

b) the information has been disclosed after obtaining the other contracting party's written consent to such disclosure;

c) the contracting party is legally obliged to disclose the information.

9.4 Disclosure of information in circumstances/cases other than those set out in sub-chapters 9.2. and 9.3. shall entitle the injured party to claim damages from the other party in the amount of the loss suffered.

9.5 The parties to the contract undertake to comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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. COMMUNICATIONS

10.1. Communications between the Parties relating to the performance of this Contract shall be in writing.

10.2. Communications between the parties may be validly made by post, fax or e-mail, provided that there is a report of transmission by fax/e-mail or confirmation of posting and provided that they are sent to the addresses/numbers indicated in the introductory part of this contract.

PROVIDER, **BENEFICIARY,**

MURES COUNTY COUNCIL

Péter Ferenc

President

The undersigned, Tănase Alexandru, professional translator No. 25200/2009, I hereby certify that this is an accurate translation of the document presented to me.

Subsemnatul, Tănase Alexandru, interpret și traducător autorizat pentru limba străină engleză în temeiul autorizației 37315 /MJ, certific exactitatea traducerii efectuate din limba română în limba engleză,

Traducător autorizat
Translator

MINISTERUL JUSTIȚIEI
TĂNASE
ALEXANDRU
Aut. Nr. 37315
Engleză
TRADUCĂTOR AUTORIZAT