

MEMORANDUM OF UNDERSTANDING

Delegations representing the Governments of the Republic of Finland (“Finland”) and the Republic of Costa Rica (“Costa Rica”), met at Montreal, Canada, on 30 September 2019 to review their bilateral aviation and air transport relations. The list of members of the two Delegations is attached hereto as Attachment (1).

As a result of these discussions, which were held in a cordial and friendly atmosphere, the two Delegations have come to the following understanding:

TEXT OF THE BILATERAL AIR SERVICES AGREEMENT

The Delegations, having reached a mutual understanding in respect of the provisions of an Air Services Agreement (“Agreement”), initialled the agreed text of the Agreement which is attached hereto as Attachment (2).

As from the date of signature of this Memorandum of Understanding and until the Agreement and its Annex come into force, the two Delegations accept to apply the principles included therein between the Aeronautical Authorities, within the scope of their national laws and regulations.

Both Delegations undertook to advise their respective Authorities to begin the internal legal procedure conducive to the signature of the Agreement, and to completion of their respective constitutional/legal requirements for its entry into force.

DESIGNATION OF AIRLINES

The Aeronautical Authority of Costa Rica accepts Finnair as the designated airline(s) of Finland.

The Aeronautical Authority of Costa Rica will advise the Aeronautical Authorities of Finland of its designated airline(s) in due course.

ROUTE SCHEDULE

Both sides mutually accepted the Route Schedule attached hereto as Attachment (3).

COMMERCIAL ACTIVITIES

1. For commercial activities, the principle of reciprocity shall apply.
2. Any designated airline of one of the Contracting Parties may subject to the laws and regulations of the Contracting Party that designates it, participate in cooperative marketing agreements such as blocked-space or codesharing agreements, with:
 - An airline or airlines established in the territory of either of the Contracting Parties, or
 - An airline or airlines of a Third Party. In the event that the Third Party does not authorize or permit comparable agreements between the designated airlines of the other Contracting Party and other airlines on services to, from and through said Third Country, the Contracting Parties have the right not to accept said agreements.

However, the provisions above are subject to that:

Airlines operating under such agreements have appropriate traffic rights and all airlines comply with the requirements applied to such agreements related to informing customers and filing/notification procedures.

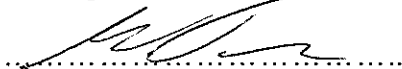
The designated airlines of each Contracting Party will be entitled to provide the agreed services using aircraft leased with or without crew from any airline, including from third countries, provided that all participants in such arrangements comply with the laws and regulations normally applied by the Contracting Parties to such arrangements. Neither Contracting Party will require the air carrier providing the aircraft to hold traffic rights under this arrangement for the routes on which the aircraft will be operated.

COMING INTO EFFECT

The Delegations jointly decided that this Memorandum of Understanding will come into effect on the date of its signature.

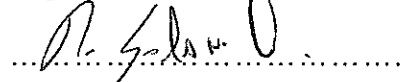
Signed at Montreal, Canada, on 30 September 2019.

For the Delegation of
the Republic of Finland



Head of Delegation

For the Delegation of the
Republic of Costa Rica



Head of Delegation

DELEGATION OF FINLAND

HEAD OF DELEGATION

Dr. Matti Tupamäki
Deputy to Director General of Civil Aviation
Finnish Transport and Communications Agency

DELEGATES

Ms. Päivi Jämsä
Chief Senior Specialist
Ministry of Transport and Communications

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DELEGATION OF COSTA RICA

HEAD OF DELEGATION

Mr. Rodolfo Solano Quirós
Administrative Deputy Minister and Strategic Management
Ministry of Public Works and Transportation
President of the Civil Aviation Technical Council

DELEGATES

Ms. Ana Patricia Gamboa Venegas
Technical Advisor in Air Transport

ROUTE SCHEDULE

1. Routes which may be operated by the designated airlines of the Costa Rica, in both directions:

<u>Points of origin</u>	<u>Intermediate points</u>	<u>Points of Destination</u>	<u>Points beyond</u>
Any points in Costa Rica	Any points	Any points in Finland	Any points

2. Routes which may be operated by the designated airlines of Finland, in both directions:

<u>Points of origin</u>	<u>Intermediate points</u>	<u>Points of Destination</u>	<u>Points beyond</u>
Any points in Finland	Any points	Any points in Costa Rica	Any points

Note 1: The intermediate and beyond points on the above routes to be operated with fifth freedom traffic rights by the designated airlines, shall be agreed upon between the Aeronautical Authorities of both Contracting Parties.

Note 2:

Each designated airline may, when operating an agreed service on a specified route, on any or all flights and at its option:

- a. Operate flights in either or both directions;
- b. Combine different flight numbers within one aircraft operation;
- c. Serve behind, intermediate, and beyond points and points in the territories of the Parties on the routes in any combination and in any order;
- d. Omit stops at any point or points;
- e. Transfer traffic from any of its aircraft to any other aircraft at any point on the routes;
- f. Serve points behind any point or points in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;
- g. Make stopovers at any points whether within or outside the territory of the other Party;
- h. Carry transit traffic through the other Party's territory; and
- i. Combine traffic on the same aircraft regardless of where such traffic originates;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that the service serves a point in the territory of the Contracting Party designating the airline.