

AGREEMENT

In consideration of the mutual covenants contained in this agreement, it is hereby agreed between the parties as follows: This agreement is made April 23, 2018 between Eagle Jet International, Inc., 3600 Red Road, Unit 305-A, Miramar, FL 33025, United States hereafter known as (Eagle) and XXXX hereafter known as (Pilot). There have been and are no representations other than those expressly set forth herein.

- 1. Pilot will fly with Eagle's partner airline BH Air from Bulgaria hereafter known as (Airline). To minimize disturbances to Airline's Management from the general public, Pilot agrees to keep Airline information <u>strictly confidential</u> between Pilot and Pilot's relatives and will not share Airline information with any other third party including but not limited to other pilots or training facility personnel {TRTO, FTO, etc.}. Should Pilot be found in breach of this confidentiality clause, Pilot will be terminated from the program with no refund. Pilot agrees not to make available to the general public via any means including but not limited to Internet, video, or printed material any material relating to Airline including material not directly including the name of Airline {cockpit footage, etc.} or Pilot will be terminated from the program with no refund.
- 2. Pilot agrees to pay Eagle the sum of Twenty Nine Thousand Five Hundred Euros (€29,500) including taxes due immediately upon notification of acceptance by Eagle upon satisfactory completion of A320 Simulator Assessment taking place with Airline on April 30, 2018 in Sofia, Bulgaria. There is no fee for Simulator Assessment.
- **3.** Eagle shall provide to Pilot the following:
 - a) Simulator Assessment.
 - b) Airline Operator Conversion Course so Pilot can act as an A319/320 First Officer with Airline.
 - c) Three hundred (300) block hours from the right seat of A319/320 during Airline operations. During all or part of said three hundred (300) right seat block hours, the captain of the aircraft might be TRI qualified. During all or part of said three hundred (300) right seat block hours, a regular A319/320 First Officer of Airline might be on the jump seat in order to meet the Airline's policy requirements. Pilot might be offered by Eagle the option to extend their program to reach five hundred (500) block hours from the right seat of A319/320 during airline operations including the initial three hundred (300) block hours from the right seat of A319/320 during airline operations by making an additional payment in the amount Ten Thousand Euros (€10,000) due prior to completion of the initial three hundred (300) block hours should Airline confirm the availability of said option.
 - d) Should Pilot be required to overnight while on duty, Airline agrees to cover transportation between airport and hotel and hotel room.
- 4. When reporting to Airline to start the program, Pilot must hold a current Passport, the EASA First Class Medical, the EASA Frozen ATPL with A320 Type Rating and ICAO English Level 4 or Higher all valid for at least ninety (90) days. Should any of said items be scheduled to expire at any given time during the program, Pilot is responsible for notifying Airline of corresponding expiration date at least forty five (45) days in advance to obtain Airline approval to leave the program for the minimum duration required to renew expiring item(s). Should any of said items have expired at any given time while attending the program and Pilot keeps attending the program in spite of said expiration, Pilot will be terminated from the program with no refund. Pilot agrees that any request for absence is pending Airline's approval.
- 5. Pilot is responsible for their living and medical expenses at their home base. Pilot shall act and perform in a good and professional manner and shall follow the orders, requests, and recommendations of Airline. Pilot shall satisfy the rules and requirements of Airline.
- 6. Once Pilot has completed the first flight on line from the right seat, Pilot is responsible for reporting the total amount of hours from the right seat to Eagle via Email once a month. These reports will be verified with the Airline's reports in order to confirm the accuracy of both Airline and Pilot's reports. Failure in reporting these hours will result in immediate dismissal and termination of program for Pilot with no refund.
- 7. Limitations on Liability; Acts of God: Any delay or failure of Eagle to perform its obligations hereunder shall be excused if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of Eagle and without its fault or negligence, such as, by way of example, and not by way of limitation, acts of God, actions or inactions of Pilot, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disaster, wars, terrorist attacks, sabotage, labor problems (including lockouts, strikes, slowdowns and termination of any program due to an international or domestic economic downturn such as a recession or a depression), inability to obtain power, material, labor, equipment or transportation, or court injunction or order, provided that written notice of such delay (including the anticipated duration of the delay) shall be given by Eagle to Pilot within ten (10) days.



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- 8. Refund Policy: Should Pilot cancel the program at any time after having signed this agreement and made program payment(s), no refund will be made to Pilot. Should Pilot leave the program prior to completion of said contracted amount of block hours, no refund will be made to Pilot and Pilot agrees to give Airline and Eagle a forty five (45) day notice. Should Pilot have their medical suspended or revoked for any related but not limited to drug or alcohol offense, or should Pilot lose their medical permanently for any reason, no refund will be made to Pilot. Should Pilot not be able to continue their program due to a temporary loss of medical. Airline will make arrangements for Pilot to return at a later date depending on Airline's availability to complete Pilot's program and after Pilot has provided Airline with medical documentation issued by a certified medical doctor. Should Pilot require some training prior to resuming line flying upon Pilot's return as scheduled by Airline, said training will be paid by Pilot to Airline prior to receiving said training. Should Pilot refuse or fail a drug test conducted by Airline, any monies paid will not be refunded and Pilot will be terminated from the program. Should Pilot be found to be in violation of any company policies or rules such as being careless or reckless with aircraft, any monies paid will not be refunded and Pilot will be terminated from the program. Should Pilot not agree to report for a flight as scheduled by Airline, Pilot will be terminated from the program with no refund except if Pilot is not medically fit to report for said flight in which case. Pilot agrees to provide Airline ahead of time with a written medical statement issued by a certified doctor. If after the Pilot is placed in a training program and the Airline cancels the program, and Pilot is not at fault for the cancellation, or if the Airline refuses to train Pilot, and Pilot is not at fault, at sole discretion of the Airline, Eagle shall have three (3) months within which to place Pilot in a similar program with another airline for training or make a partial refund to Pilot at Eagle's sole discretion.
- 9. Disputes; Jury Trial Waiver; Arbitration; Attorneys' Fees; Limitation of Damages: Any dispute arising out of or relating to this Agreement shall be resolved according to the laws of the State of Florida without regard to its choice of law rules. Pilot and Eagle hereby waive any right to a trial by jury for any controversy or claim arising out of or relating to this agreement or the breach thereof. Any controversy or claim arising out of or relating to this agreement or the breach thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Rules and, specifically, its Supplementary Procedures for Consumer Related Disputes, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event of litigation (including arbitration) between the Parties, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, including attorneys' fees for any appeal, and costs incurred in bringing or defending the litigation. In the event of a dispute, Pilot's monetary damages are limited to the amount Pilot paid pursuant to this Agreement.
- **10.** Release: Pilot understands that Eagle has no control over the aircraft on which Pilot will train and that Eagle does not warrant and is not responsible for the safety or fitness for any purpose of the aircraft being used to train Pilot. Pilot expressly releases Eagle for and from any and all causes of action that might accrue as a result of Pilot's training on the aircraft and/or the condition of the aircraft.
- 11. Sole Agreement; No Other Representations; No Inducement; Severability; Modification; Assignment: This agreement shall constitute the sole and entire agreement between Eagle and Pilot and supersedes all other written or oral agreements and understandings, and may not be changed, modified, altered, or amended except by a written agreement executed by both Eagle and Pilot. Eagle's obligations to Pilot are limited to those expressly described herein. No work, service, or liability on the part of Eagle, other than that specifically mentioned in this Agreement, is induced or intended. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement shall have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the purpose of this Agreement. No party may assign this Agreement, in whole or in part, without the consent of all other parties hereto, which consent may be withheld for any or no reason whatsoever. Any assignment without the consent of all other parties hereto shall be void. Pilot acknowledges that Pilot has not been induced to enter into this Agreement by any representation or statements, oral or written, not expressly contained in this Agreement. Eagle makes no representations, warranties or guarantees, express or implied, other than the express representations, warranties, and guarantees contained in this Agreement.
- 12. Should Airline offer employment to Pilot upon program completion and should Pilot accept said employment offer, Pilot can enter into an employment contract with Airline directly without Eagle involvement.

EAGLE JET INTERNATIONAL, INC.

PILOT

Ву:_____