

## PRIVATE TRAINING AGREEMENT

This Agreement (Agreement) is made on the [REDACTED] between the following Parties:

I Flight Simulation Company -Training b.v., Fokkerweg 300 (AMB1), 1438 AN Schiphol - Oude Meer, The Netherlands, hereinafter referred to as FSC-T or Party.

and

II [REDACTED] (hereinafter referred to as Customer, Party or collectively as Parties)

### 1. Subject matter

FSC-T will make available for Customer and Customers orders from FSC:

- a. Airbus A320 type rating training program, according Annex 1, including the base training, required courseware, training devices, instructional services and documentation;
- b. A total of minimal one thousand (1000) block on Airbus A318/319/320/321 aircraft including Line Flying under Supervision (LiFUS) and Line Flying (LiF) experience.
- c. Intermediation towards a temporary labour agreement with a reputable airline for conducting Line Flying under Supervision (LiFUS) and obtaining Line Flying (LiF) experience, according Annex 2.

### 2. Term

This Agreement shall become effective immediately per date of signing by both Parties and stay in full force until Customer has conducted the amount of flying hours as referred to in Annex 1, unless either party terminates the agreement by giving written notice to the other Party.

### 3. Prerequisites

Customer shall meet the requirements for an A320 type rating as specified under EU FCL.720.A.

### 4. Prices

For the services as provided under Article 1, paragraph a., b. and c. FSC shall invoice and Customer shall pay a price of € 58,900.-- inclusive of VAT.

### 5. Payment

The payment of the agreed course price must have been received by FSC-T no later than fourteen (14) days prior to the starting date of the training as referred to in Article 1, paragraph a. FSC-T's bank details:

Account number: 40.95.70.338  
IBANnumber: NL17ABNA0409570338  
Swift/BIC ABNANL2A

### 6. Cancellation

- a. After cancellation of the course by Customer in writing to FSC between 14 and 7 calendar days prior to the start date of the scheduled course FSC-T will reimburse 50% of the course price to Customer.
- b. After cancellation of the course by Customer in writing to FSC between 6 and 0 calendar days prior to the start date of the scheduled course there will be no reimbursement of the course price.

**7. General Terms & Conditions**

The General Terms & Conditions of FSC-T, filed with the appropriate public register of the Chamber of Commerce at Haarlemmermeer, form an integral part of this Agreement and shall be considered to be fully in force and applicable during this Agreement, with the exception of those articles of the General Terms & Conditions as deleted, changed or otherwise modified by this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the duly authorized representatives of the Parties on the date first above written.

**Customer**

**Flight Simulation Company-Training b.v.**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**ANNEX 1**

<b>Airbus A320 Type Rating + 1000 Block hours</b>			
	<b>Month</b>	<b>Element</b>	
1	Sep 2013	Selection & grading	-4 hours
2	Sep 2013	Airline interview	-1 hour
3	Jan 2014	Type rating incl. base training	30 days
4	Jan 2014	LOFT/LVO	1 day
5	Jan 2014	OPC	1 day
6	Mar 2014	Conversion course	
7	Mar 2014	LIFUS	100 hours
8	2014-2015	LIF	900 hours

## ANNEX 2

1. FSC has a frame work agreement with **Germania Fluggesellschaft** (the Airline-Partner) whereby the Airline-Partner makes available a number of positions as First Officer on the Airline-Partner's commercial flights for Customer's trained with FSC.
2. FSC will intermediate on Customer's behalf a temporary labor agreement between Customer and the Airline-Partner.
3. Customer has performed a grading session with FSC which was completed satisfactory to FSC and has as a result been invited for an interview with the Airline-Partner.
4. The Airline-Partner has conducted an interview with Customer and has declared that Customer qualifies for a temporary labor agreement with the Airline-Partner provided the training offered under this Agreement in Annex 1 has been completed satisfactory to the Airline-Partner.
5. For Customer the purpose of the temporary labor agreement is to obtain one hundred (100) Block Hours of Line Flying under Supervision (LiFUS) and nine hundred (900) Block Hours of Line Flying (LiF) experience with the Airline-Partner on an Airbus A320 aircraft.
6. Customer is fully aware that the Line Flying under Supervision (LIFUS) and the Line Flying (LiF) experience are the sole responsibility of the Airline-Partner.
7. In case the LIFUS or the Line Flying (LiF) experience is terminated by either party before the fulfillment of all Block Hours, Customer shall be reimbursed by FSC with € 32,- per Block Hour that was not conducted. The Airline-Partner's electronic planning system 'AIMS' will determine the number of conducted and therewith the number of not conducted Block Hours.
8. For the avoidance of doubt, this agreement is not a labor agreement. Customer will conclude a labor agreement with the Airline-Partner.