



AGREEMENT

FOR

LINE TRAINING PROGRAM

WITH

Royal Air Maroc Express

AGREEMENT FOR LINE TRAINING PROGRAM

This **AGREEMENT FOR LINE TRAINING PROGRAM** (the “**Agreement**”) is made on the [REDACTED] of [REDACTED] 2012 by and between:

- **ETOPS FLIGHT ASIA LIMITED**, a company duly incorporated under the laws of Hong-Kong, having its registered office at 18/F Wanchai Central Building, 89 Lockhart Road, Wanchai, Hong Kong (Certificate No. 36329666-000-12-05-2), duly represented by Pierre-Gabriel CHAUVAC and hereinafter referred to as “**COMPANY**”;

Hereinafter referred to as “**ETOPS Flight**”

And

- [REDACTED] a [REDACTED] citizen, born on the [REDACTED] and residing at [REDACTED]

Hereinafter referred to as the “**Applicant**”

For the purposes hereof, ETOPS Flight and the Applicant are referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS

- I. The Company is an independent entity of Mechtronix World Corporation which has specialized in providing worldwide operational support to aircraft manufacturers and airlines. ETOPS Flight has set up a Line Training Program according to which newly type rated First Officers without flight experience on type may be trained on ATR 42/72 through Royal Air Maroc Express (“**RAMEx**” or “**the Airline**”) ATR 42/72 flight operations.
- II. The Applicant is a newly type rated First Officers without flight experience on type and interested in joining the Line Training Program.
- II. The Parties have decided to set forth herein the terms and conditions under which ETOPS Flight shall deliver to the Applicant the Line Training Program, and the Applicant shall follow the Line Training Program.

THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Article 1 – Interpretation

1.1 Definition

For the purposes of this Agreement, the terms used with an initial capital letter shall have the meaning set forth below:

TERM	DEFINITION
ETOPS Flight	Has the definition set forth on page 2
Agreement	Has the definition set forth on page 2
Aircraft	ATR 42/72 passenger aircraft
Applicant	Has the definition set forth on page 2
Benefits	Benefits available to Line Trainees as same are set forth in Schedule 1 attached hereto
Block Hour	Each whole hour or part hour between break release at push back/starting taxing prior to take off until the moment brakes are put on park following touch down, as recorded in the Aircraft technical log by the line captain in command and confirmed with RAMEX
Business Day	A day on which on which commercial banks and foreign exchange markets are open in Morocco and in Hong Kong Special Administrative Region for the transaction of business
Crew Member	Any Line Trainee
Home Base	Casablanca or any other base operated by RAMEX
Liabilities	Any liability, obligation, claim, demand, suit, judgment, damage, penalty, loss (including reasonable costs and loss of profits), charges and legal fees
Line Trainee	Has the definition set forth in Article 2.
Line Training Phase	Has the definition set forth in Article 2.
Line Training Program	Has the definition set forth in Article 2.
Off Duty	With respect to each Crew Member, the time period during which this Crew Member is not On Duty
On Duty	Any time period during which a Crew Member is available to RAMEX for the provision of Services or any other activities related to the Services (including but not limited to training currency and license requirements)

Party / Parties	Has the definition set forth on page 2
Qualifications	Qualifications set forth in <u>Schedule 2</u> attached hereto
Screening	Has the definition set forth in Article 3.3.
Selection Phase	Has the definition set forth in Article 3
Services	Flying an Aircraft on such domestic and international routes as RAMEX may require
Supplementary Agreement	Supplementary agreement to be entered into between ETOPS Flight and the Applicant in the form attached hereto in <u>Schedule 3</u> .
RAMEX	Royal Air Maroc Express, an airline registered in Morocco and operating ATR 42/72 in Morocco.

1.2 Schedules

The following are the Schedules to this Agreement:

Schedule 1	-	Benefits
Schedule 2	-	Qualifications
Schedule 3	-	Supplementary Agreement
Schedule 4	-	Statement

Simultaneously with the execution of the Agreement, the Applicant shall sign in two originals the statement attached hereto in Schedule 4.

Article 2 – Scope of the Line Training Program

The Line Training Program shall consist in the following two successive phases ("**Phases**"):

- (i) *Phase 1*: Selection of the Applicants interested in joining the Line Training Program
This Phase shall be referred to herein as the "**Selection Phase**".
- (ii) *Phase 2*: Line training
This Phase shall be referred to herein as the "**Line Training Phase**" and each Trainee attending this Phase shall be referred to herein as a "**Line Trainee**".

Article 3 – Selection Phase

3.1 Object of the Selection Phase

The Selection Phase shall consist in assessing the technical skills, expertise, professionalism, English language capabilities and human qualities of the Applicant.

3.2 Minimum qualifications required

No Applicant may join the Program unless he/she satisfies the Qualifications.

In the event the Applicant does not satisfy the Qualifications mentioned in Schedule 2 point 4 at the time of the Selection Phase, he shall satisfy it at the beginning of the Line Training Phase. The failure by the Applicant to satisfy all Qualifications before the beginning of the Line Training Phase shall result in the immediate and early termination of the Line Training Program.

The Applicant shall provide to ETOPS Flight all relevant true, complete and valid documentation necessary or appropriate to check if the Qualifications are met. Communication of the documentation shall be made by the Applicant at his own costs and in a timely manner.

3.3 Screening

The Applicant shall make him/her-self available to attend a screening (“**Screening**”).

Screening shall consist in the five followings stages (“Stages”), in the order set forth below:

- 1) a preliminary administrative documentation validation by the Moroccan CAA (“Stage 1”)
- 2) a preliminary Virtual Procedure Trainer (“VPT”) test, an interview and a technical knowledge evaluation of the Applicant, by ETOPS, to assess if he/she has the profile to fly the Aircraft for the Airline (“Stage 2”);
- 3) a first simulator screening of the Applicant under the supervision of RAMEx’s Chief Pilot for the purpose of checking his/her technical skills (“Stage 3”);
- 4) a second simulator screening of the Applicant for the purposes of validating his/her home pilot basic license under the authority of the Moroccan CAA (“Stage 4”);
- 5) an Operator Conversion Course Ground School conducted by the Airline, consisting in the followings (“Stage 5”):
 - a training course, followed by examination, in respect of the administrative, security and other procedures applicable within RAMEx; and
 - the assessment by RAMEx of the technical and non technical capabilities of the Applicant to engage in the Line Training Phase.

The Stage 2 shall be organized in Toulouse, at ETOPS facilities.

The Stages 3 and 4 shall be organized in any location as may be decided by Company and RAMEx.

All costs and charges incurred by the Applicant to attend the Screening such as travel, accommodation and meals, shall be at his/her own expenses; provided, however that ETOPS Flight shall do its best efforts to cause RAMEx to provide the Applicant with economy class return flight tickets free of charge on any such route served by ROYAL AIR MAROC and convenient for the Applicant to fly to the interview location.

3.4 Determination of the result of the Selection Phase

The satisfaction of the qualifications set forth in Schedule 2 and the positive assessment of the Stages 1 and 2 of the Screening shall in no event be regarded as a guarantee given by ETOPS Flight that the Line Trainee will succeed the Screening.

The positive or negative result of the Selection Phase shall be under the sole discretion and authority of Company (Stage 2), RAMEx (Stage 3 and 5), or Moroccan DGAC (Stages 1 and 4),

with no right for the Applicant to challenge their decision or to claim damages on the basis of the decision so being made.

The failure by the Applicant to the Screening Phase shall result in the immediate and early termination of the Line Training Program.

Article 4 – Line Training Phase

4.1 Object of the Line Training Phase

The purpose of the Line Training Phase is to enable the Line Trainee to gain flight experience with RAMEX.

It shall consist in 500 Block Hours flown by the Line Trainee, acting as first officer under the instructions of RAMEX's ATR 42/72 type rated instructors or Line Captains.

4.2 Line Training Phase Period

The Engagement Period shall not extend beyond the time necessary for the Line Trainee to fly 500 Block Hours, with a maximum of ten months, unless terminated earlier in accordance with the provisions of this Agreement.

4.3 Schedule of the Line Training Phase

The Airline shall exert its best efforts to provide each Line Trainee with the highest average amount of monthly Block Hours.

The Line Training Phase shall be arranged in accordance with the schedule determined by RAMEX.

4.4 Provision of Services

4.4.1 Quality of the Services

The Line Trainee shall provide state-of-the-art Services with outmost level of care, diligence, expertise and competence expected from an airline pilot in respect of both technical and non technical matters.

4.4.2 Home Base

When performing the Services, the Line Trainee shall be based in any of the Home Bases as decided by RAMEX at its sole discretion. Home Base shall be specified in the Supplementary Agreement; provided, however, that it may be changed at any time by RAMEX.

4.4.3 Control and authority

At any time when performing the Services, the Line Trainee shall be under the sole and exclusive control, supervision and authority of RAMEX.

Therefore, the Line Trainee shall follow all instructions given by RAMEX in connection with the performance of the Services, including operational duties, On Duty time / Off Duty time (i.e., hours of service, rest periods, etc.), flight procedures, rostering, operator manuals, participation in random breath testing and qualification renewal.

The Line Trainee shall also adhere within reason to all rules and regulations set forth in RAMEX's operating manual and other internal policies, including code of conduct, code of dressing, non-smoking policies and drinking.

4.4.4 Instructions by ETOPS Flight

At any time during the Line Training Phase, ETOPS Flight authority shall be limited to order the Line Trainee to terminate, suspend or resume the supply of the Services. The Line Trainee shall immediately follow said instructions upon receipt of written notice by ETOPS Flight, no matter whether it has received contradictory instructions by RAMEX.

In addition, at ETOPS Flight's request, the Line Trainee shall provide all appropriate information necessary for determining confirming the dates on which he has training and currency requirements.

4.4.5 Difficulty to perform

If at any time during the Line Training Phase, the Line Trainee finds himself in a situation where he cannot supply the Services, the Line Trainee shall report this information in writing to ETOPS Flight no later than five hours following the time on which he was scheduled to be On Duty. This information notice shall specify the location of the Line Trainee, the reason why he is not able to supply the Services and how long the difficulty to perform will last.

4.4.6 No obligation to perform

Notwithstanding Article 4.4.5 above, no Line Trainee shall be under the obligation to perform the Services in case such performance would result in:

- the violation of the law of any country which is relevant to any flight or any Aircraft;
- the breach of the requirements of a civil aviation authority having competence over any given flight or Aircraft;
- flying to a war zone or jeopardize the safety of the Line Trainee or the safety of others;
- or
- providing the Services when the Line Trainee considers himself affected by illness or injury or unfit to fly.

4.4.7 Benefits

No direct or indirect compensation including fees or per diem shall be paid to the Line Trainee.

At all time during the performance of the Services, the Line Trainee shall be entitled to the Benefits set forth in Schedule 1 attached hereto.

4.7.8 Training and licensing currency requirements

At any time during this Engagement, the Line Trainee shall satisfy the Qualifications and licensing and training currency requirements shall be arranged as follows:

- Moroccan CAA requirements

The Airline shall arrange and pay for all training costs and licensing requirements imposed by the Moroccan CAA for the Line Trainee to undertake the Line Training.

- Home pilot basic license CAA requirements

The Line Trainee shall participate, at his own cost, in flight simulator training, any other required training and medical examinations, as and when required by his home pilot basic license CAA. The Line Trainee shall inform in advance ETOPS Flight and RAMEX of his/her absence linked to the required training and medical examinations, and shall do his/her best efforts to limit the length of it.

Article 5 – Line Training Program Fee

The fee for the Line Training Program shall be Fourteen Thousand EUROS (14,000 €), including the Selection Phase.

This fee is exclusive of all costs and expenses incurred by the Applicant/Line Trainee such as:

- Accommodation;
- Flight tickets;
- Local transportation; and
- Meals.

All these costs shall therefore be assumed and paid for by the Applicant/Line Trainee.

The fee for the Line Training Program shall be paid according to the following payment schedule

- 7000,00 € (50%) before Stage 2 of the Selection Phase
- 7000,00 € (50%) after the acceptance of the candidate and before the beginning of the Line Training Program

An invoice shall be issued by ETOPS Flight to the Trainee. No delay of payment shall be accepted by ETOPS Flight and participation to the Line Training Program shall be subject to prior payment of the full fees to ETOPS Flight.

In the event that the Applicant fails the Stage 2 of the Selection Phase, the Applicant shall be reimbursed the amount of 6610,00 Euros out of 7000,00 Euros already paid.

In the event that the Applicant succeeds the Stage 2 but fails the Stages 3 and/or 4 of the Selection Phase, the Applicant shall be reimbursed the amount of 4970,00 Euros out of 7000,00 Euros already paid.

No reimbursement shall be done in the event the Line Trainee decides to stop the Line Training (at any Stage).

Except in the event of Force Majeure, in the event of cancellation of the Line Training Program by Company, ETOPS Flight shall reimburse the Line Trainee pro-rata per non-flown Block Hour (20,00 € per hour).

Article 6 - Liability

6.1 Limitation of ETOPS Flight liability

Unless in case of willful misconduct or gross negligence on the part of ETOPS Flight, ETOPS Flight shall not be liable to the Applicant/Line Trainee for, and shall be released from any claim, action, suit or demand made by the Applicant/Line Trainee with respect to any direct or indirect Liabilities suffered by the Applicant/Line Trainee based on, in any way relating to or arising out of the performance of this Agreement.

6.2 Liability of the Applicant

The Applicant/Line Trainee agrees to indemnify and hold harmless ETOPS Flight from any and all Liabilities, of every kind and nature, imposed on, incurred by or asserted against ETOPS Flight based on, in any way relating to or arising out of the following:

- the breach by the Applicant of its obligations under this Agreement; or

- any claim, action, suit or demand made by a third-party, including RAMEX, against ETOPS Flight in connection with the performance or early termination of the Services by the Line Trainee.

6.3 No claim against the Airline

The Applicant/Line Trainee shall not bring any claim against the Airline, Royal Air Maroc and its other subsidiaries on the basis of the execution, performance or termination of this Agreement.

Article 7 – Termination of this Agreement

Except in the event of Force Majeure, in case of breach by one Party of its obligations under this Agreement, the other Party shall be entitled to give written notice to the breaching Party specifying the breach. If the breaching Party has not remedied the breach within 5 Business Days after issue date of such notice, the other Party shall be entitled to terminate this Agreement by giving a further 5 Business Days written prior notice.

In the event of termination of this Agreement by the Line Trainee because of breach by ETOPS of its obligations under this Agreement, ETOPS Flight shall reimburse the Trainee the amount of 20,00 € per non-flown Block Hour.

Article 8 - Force majeure

Either Party has no right to make any claim against the other Party if such other Party fails to fulfil its obligations under this Agreement because it is materially hindered or impeded because of force majeure or other similar circumstances beyond its control and not caused by its negligence. If the Party prevented by such event cannot fulfill this Agreement within a reasonable time then this Agreement may be terminated by either Party. Cancellation in accordance with this clause shall be the sole remedy, without prejudice to the rights and obligations of the Parties accrued up until the date of termination.

Article 9 – No Direct Employment or Consulting

Upon completion of the Line Training, the Line Trainee might be offered the opportunity to provide Flight Services for RAMEX through ETOPS Flight Asia.

Notwithstanding the above, for a period of two years following the termination or expiration of this Agreement, the Line Trainee shall not, directly or indirectly, provide Services or any other kind of services to RAMEX nor enter into an employment agreement with RAMEX.

In case of breach, ETOPS Flight shall be entitled to indemnification from the Line Trainee in an amount of 5'000 euros.

Article 10 – Status of the Applicant/Line Trainee

The Applicant/Line Trainee is an independent contractor for the purposes of this Agreement and he has never been, is not, will not be, and shall not represent himself as, an employee of ETOPS Flight or RAMEX.

Nothing in this Agreement shall be deemed to constitute the Applicant/Line Trainee as a representative or an agent of ETOPS Flight for any purpose, and the Applicant/Line Trainee shall not have the power to enter into legally binding contracts or any agreement on behalf of ETOPS Flight.

Article 11 - Notices

Any notice, request or information required or permissible under this Agreement will be in writing and in English. Notices shall be (i) delivered in person (to the Applicant/Line Trainee or to ETOPS FLIGHT representative, as the case may be), (ii) sent by electronic message, or (iii) sent by express courier. In case of sending by electronic message, notice will be deemed received upon actual receipt (and the date of actual receipt will be deemed to be the date set forth on the confirmation of receipt produced by the sender’s computer immediately after the fax or electronic message is sent). In the case of a notice sent by express courier, notice will be deemed received on the date of delivery set forth in the records of the courier which accomplished the delivery. If any notice is sent by more than one of the above listed methods, notice will be deemed received on the earliest possible date in accordance with the above provisions.

For the purposes hereof, the contact details of the Parties are as follows:

- **ETOPS FLIGHT ASIA Ltd.**

Address: 18/F Wanchai Central Building, 89 Lockhart Road, Wanchai, Hong Kong

Email address: pierre-gabriel.chauvac@mwc.etopsflight.com

With copy to: pilot.job@mwc.etopsflight.com

- Applicant :

Address : _____

Email address: _____

Article 12 - Confidentiality

This Agreement and all non-public information obtained by either Party about the other are confidential and are between ETOPS Flight and the Applicant/Line Trainee only and will not be disclosed by a Party to third parties (other than to such Party’s auditors or legal advisors or as required in connection with any filings of this Agreement) without the prior written consent of the other Party. If disclosure is required as a result of applicable law, ETOPS Flight and the Applicant will cooperate with one another to obtain confidential treatment as to the commercial terms and other material provisions of this Agreement.

Article 13 – No waiver

The rights of one Party against the other Party are not capable of being waived or amended except by an express waiver or amendment in writing. Any failure to exercise or any delay in exercising any of such rights will not operate as a waiver or amendment of that or any other such right. Any defective or partial exercise of any such rights will not preclude any other or further exercise of that or any other such right and no act or course of conduct or negotiation on a Party’s part or on its behalf will in any way preclude such Party from exercising any such right or constitute a suspension or any amendment of any such right.

Article 14 – Severability

If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

Article 15 - Assignment

ETOPS Flight may freely assign its rights and obligations under this Agreement or transfer the benefit thereof to any other company within the ETOPS Group.

Article 16 – Entire Agreement

This Agreement together with its Schedules constitute the entire agreement between the Parties in relation to the subject matter of this Agreement and supersede all previous proposals, agreements and other written and oral communications in relation hereto. The Parties acknowledge that there have been no representations, warranties, promises, guarantees or agreements, express or implied, except as set forth herein.

Article 17 - Back to back provisions

Provisions of this Agreement have been elaborated on a back-to-back principle with the provisions of Service Agreement so the obligations of ETOPS Flight hereunder shall be subject to full compliance by the Airline with its obligations under the Service Agreement.

Article 18 – Governing Law and Jurisdiction

The terms and conditions of this Agreement shall be subject to and interpreted and construed in accordance with the laws of England.

The court in England shall have competence to settle any dispute which may arise between the Parties in connection with this Agreement, save that at its discretion, ETOPS Flight may institute and maintain proceeding in respect of this Agreement in any other country. If ETOPS Flight brings any action or suit to recover payments due under the terms of this Agreement or to enforce any of its rights or the obligations of the Applicant/Line Trainee, the cost thereof, including reasonable attorney’s fees, shall be borne by the Applicant/Line Trainee. In the event of any action in respect of this Agreement being taken, ETOPS Flight may serve any writ, or any other process, upon the Applicant/Line Trainee by posting it to the Applicant/Line Trainee’s last known address indicated in Article 11 herein.

The Applicant/Line Trainee hereby waives any objection which it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or related to this Agreement brought in any of the courts referred to above, and hereby further irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

EXECUTED as an Agreement,

Applicant:

ETOPS FLIGHT ASIA LIMITED

Name:

Name: Pierre-Gabriel CHAUVAC
Title:

SCHEDULE 1

BENEFITS PROVIDED TO LINE TRAINEES

1. Accommodation

During On Duty period away from Base Residence the Airline shall provide business class single occupancy hotel accommodation (as well as per-diem for food in accordance with Airline's policy).

2. Transportation

The Airline shall provide the Line Trainee with free ground transportation between accommodation/hotels/airports whilst On Duty away from Home Base (if free ground transportation is delayed, the Airline shall reimburse the actual cost of a taxi fare in accordance with Airline's policy).

3. Uniforms and Identification

At the Line Trainee's expense of five hundred (500) euros, the Airline shall provide the Line Trainee with a uniform for use whilst On Duty and also provide ID cards and regalia that are required to be worn on display. The Airline shall refund the Line Trainee the amount of two hundred (200) euros upon return of the Uniform and identification items.

4. On Duty Time

The Airline may roster the line trainee for up to the maximum On Duty time allowed by the Moroccan CAA but not to exceed the line trainee basic license limitations. The onus is on the Line Trainee to alert the Airline if any basic license limitations are likely to be exceeded.

5. Medical Insurance

Company shall make available at the Trainee's expenses adequate Expatriate Medical and Repatriation Insurance coverage for the Line Trainee during the Line Training Phase Period. In case the Line Trainee prefers to subscribe to a private health insurance (including cover for evacuation and repatriation), the Line Trainee shall supply to the Company copies of such Insurance Policy and evidence that the relevant premiums have been paid.

6. Permits, Visas and Licenses

The Airline shall provide the Line Trainee with the documentation necessary to apply, at his one expense, all visa or other entry documentation, work permits, license validations and other documents necessary to enable the Line Trainee to undertake the Line Training Phase with the Airline.

SCHEDULE 2
QUALIFICATIONS

The Applicant shall prior to and at all times during the Engagement satisfy the following qualifications:

1. Meet all requirements of the Moroccan CAA and the International Civil Aviation Organization to fly the Aircraft as an international and domestic air transport Crew Member.
2. Meet all licensing and medical examination requirements as specified by the Moroccan CAA to fly the Aircraft, including being the holder of appropriate ATR aircraft type rating and appropriate license.
3. Meet the standards required by the Airline, all simulator checks including re-currency training and checks, as required by the Airline.
4. Meet the Airline's minimum requirements: JAA Frozen ATPL with ATR 42 /72 type rating including aircraft base check completed without any flight experience on type.

SCHEDULE 3

SUPPLEMENTARY AGREEMENT FOR LINE TRAINEES

Date:

BETWEEN:

- **ETOPS FLIGHT ASIA LIMITED**, a company duly incorporated under the laws of Hong-Kong, having its registered office at 18/F Wanchai Central Building, 89 Lockhart Road, Wanchai, Hong Kong (Certificate No. 36329666-000-12-05-2), duly represented by Pierre-Gabriel CHAUVAC and hereinafter referred to as **“COMPANY”**;

Hereinafter referred to as **“ETOPS Flight”**

And

- [REDACTED] a [REDACTED] citizen, born on the [REDACTED] of [REDACTED] and residing at [REDACTED]

Hereinafter referred to as the **“Line Trainee”**

WHEREAS

- A. ETOPS FLIGHT and the Line Trainee have entered into a certain *Agreement for Line Training Program* (**“Agreement”**) on the 1st of June 2012 and
- B. The Line Trainee has satisfied all the Qualifications set forth in Article 3 of the Agreement.

IT IS THEREFORE AGREED THAT:

- The Engagement shall be:
 - Maximum 10 months;
 - commencing on _____ ;
 - with Base Residence at Casablanca

The Pilot shall provide the Consulting Services as Line Trainee.

This Schedule constitutes an entire part of the Consulting Agreement.

On _____, in two originals,

Line Trainee:
Name:

ETOPS Flight Asia Limited
Name: Pierre-Gabriel CHAUVAC
Title:

SCHEDULE 4

STATEMENT

I, the undersigned,

[Last Name, First Name, Address, nationality, passport number, license number],

- hereby acknowledge that an agreement has been concluded between ETOPS FLIGHT ASIA LIMITED (“Company”) and Royal Air Maroc Express (“the Airline”) on April 8 2009 (amended on September 13 2011) for the Provision and Management of ATR 42 / 72 pilots (the “Agreement”), and recognize that I am assigned by the Company to the Airline under this Agreement in order to perform certain domestic and international flights as the Airline may require for a period agreed between the Company and the Airline;

and

- hereby agrees that except for the insurance coverage provided by the Airline under Schedule 4 of the Agreement (see below), I hereby waive and renounce and cause my insurers, to waive and renounce to any claim, recourse or legal action of whatsoever nature against the Airline, Royal Air Maroc or its subsidiaries and their respective employees and insurers, in case of any damage caused to myself during the performance of the above Agreement and agrees to hold them harmless from and against any liabilities, judgments and expenses (including legal fees) resulting there from.

[Last & First Name]:

Date:

Signature

SCHEDULE 4

1. The Airline shall maintain in force at its expense adequate insurance policies. These insurances shall be in respect of all third party liability.
2. COMPANY, its officers, agents, servants, employees, contractors and Crew Members shall be included as additional insured for their respective rights and interests, with underwriters’ waiver of subrogation against them.
3. Not less than thirty (30) days written notice (or such other period as is available under the war risks and kindred perils clauses) will be given to COMPANY of any material alteration or reduction in coverage under the policies referred to in Clause 1 above. The Airline shall, not later than ten (10) days before the commencement of the services under this Agreement and from time to time as COMPANY may reasonably request and prior to each renewal date, furnish to COMPANY certificates of cover notes evidencing that the foregoing insurances are in full force and effect.
4. The liabilities and obligations of the Airline in respect of the indemnities provided under this schedule shall survive for 6 months from the termination of this Agreement.
5. The above coverage by the Airline shall not include any liability arising out of wilful or grossly negligent acts by COMPANY or any of the Crew Member or Members.
6. The Airline shall not cover the lives of the Crew Members nor will the Airline be required to obtain life insurance for the Crew Members (whether on Duty or otherwise). This shall be the individual Crew Member’s own responsibility should he/she wish to obtain life insurance.