

SouthEast[®]
AIRLINES



SOUTHEAST AIRLINES d.o.o.

as "SEA"

- and -



as the "Crew Member"

**Flight Crew Contract for the provision of
services**

THIS AGREEMENT BETWEEN:

- (1) SOUTHEAST AIRLINES a duly incorporated company having its registered office at Trg Svobode 20, 1420 Trbovlje, Slovenia, EU ("**SEA**"); and
- (2) [REDACTED] (the "**Crew Member**").

RECITALS:

- A. SEA wishes to appoint the Crew Member to carry out services as First Officer and the Crew Member has agreed to accept such appointment.
- B. The parties wish to record the terms and conditions upon which the services shall be carried out.

IT IS AGREED:

1. INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"**Aircraft**" means the current passenger aircraft operated by the Airline, presently Airbus A320 or any other aircraft operated by the airline

"**Base Residence**" means airline home base as assigned by SEA or any other mutually agreed location as assigned by SEA.

"**Benefits**" means the benefits set out in Schedule 2.

"**Airline**" means SouthEast Airlines Slovenia.

"**Commencement Date**" means the date the Crew Member starts delivering the service as a Crew member. This is defined as day of 1st flight as active crew member.

"**Line Check**" means the Airline's check releasing the Crew Member for normal line flying duty after line training is completed.

"**Checked to Line**" means an aircraft competency check by an authorized company and regulatory checking pilot clearing the Crew Member to operate the airlines aircraft.

"**Block Hours**" means each whole hour or part hour during active flying duty between push back prior to take off until the moment brakes are put on park following touch down as recorded in the aircraft technical log by the captain in command and confirmed with the Airline.

"**Completion Date**" means the day the Crew Member is able to depart Base Residence having completed his duties.

"**Home Residence**" means the nominated home residence of each Crew Member

"**Pre-commencement Requirements**" means the requirements of Schedule 4.

"**Qualifications**" means the qualifications set out in Schedule 3.

"Services" means the services to be performed by the Crew Member as described in Schedule 1.

1.2 **Headings:** Clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this Agreement.

1.3 **Clauses:** References to Clauses are references to Clauses of this Agreement.

1.4 **Plural and Singular:** Words importing the singular number shall include the plural and vice versa.

1.5 **Statutes and Regulations:** References to a statute include references to regulations, orders or notices made under or pursuant to such statute or regulations made under the statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise and a statute or regulation passed in substitution for the statute or regulation referred to as incorporating any of the provisions.

1.6 **Schedules:** This Agreement includes the Schedules to it.

2. APPOINTMENT

SEA hereby appoints the Crew Member to provide services subject to the terms and conditions set out in this Agreement and the Crew Member accepts such appointment.

3. OBLIGATIONS OF CREW MEMBER

3.1 **Warranty:** The Crew Member warrants and represents to SEA that he holds and will continue to hold throughout the term of this Agreement, the Qualifications.

3.2 **Pre-commencement Requirements:** On arrival to Base Residence, the Crew Member will undertake the Pre-commencement Requirements. The Crew member will be responsible for all costs associated with Crew Members attending a screening/selection process, if required by the Airline including but not limited to, air tickets, accommodation, ground transport, and medical charges, while attending the screening process.

3.3 **Services:** The Crew Member shall carry out the Services.

3.4 **Skill and Diligence:** The Crew Member shall provide the Services with all due care, skill and diligence.

3.5 **License and Currency:** The Crew Member shall be responsible and pay for obtaining and maintaining the Crew Member's license and any other license validations required to meet the Qualifications (including recurrency, proficiency and simulator checks for the purpose of maintaining license currency and validation) and associated medical certification required for any such licenses.

3.6 **Authority:** The Crew Member shall be subject to the operational control of the Airline and the Airline shall have the authority to supervise, direct and control the Crew Member in accordance with the Airline's standard procedures.

4. OTHER ACTIVITIES

4.1 **Scope of Other Activities:** The Crew Member may during the currency of this Agreement, be engaged in other business or activities for any third party, subject to the provisions of Clauses 4.2 and 4.3 below.

4.2 **Limits on Other Activities:** The Crew Member must inform SEA if he/she is engaged in any business or activity that may, in the reasonable opinion of SEA, impact on his ability to provide the Services during the term of this Agreement or which would be contrary to the interests of SEA.

In order to comply with EASA Aviation regulations the Crew Member must inform SEA if he/she operates any other aircraft and report monthly duty times and type of flying activities. Such crew member is subject to contract termination if activities, in the reasonable opinion of SEA, impact safety or operational reliability and performance of SEA.

4.3 **Priority of Service:** If the Crew Member is engaged in another business or activity within the scope permitted by Clause 4.2 above during the currency of the Agreement, the Crew Member acknowledges that he shall always give SEA priority in the provision of his services.

5. REMUNERATION

5.1 **Payment & Benefits:** SEA shall for the period from the Commencement Date until the termination of this Agreement pay:

- (a) 1,500 EUR (one-thousand five hundred EUR) gross for each calendar month worked (pro-rated for any part month) – no roster pattern (as per FTL) until First Officer release Line check is successfully passed.
- (b) 2,500 EUR (two-thousand five hundred EUR) gross for each calendar month worked (pro-rated for any part month) – 22 days ON (as per FTL) and 8 days OFF scheduled monthly pattern until experience of 1000 hours as First Officer is achieved on applicable type.
- (c) 3,900 EUR (three-thousand- nine hundred EUR) gross for each calendar month worked (pro-rated for any part month) – 22 days ON 8 days OFF scheduled monthly pattern after experience 1000 hours on A320 is achieved
- (d) 30,00 EUR gross for each block hour over 80 hours in calendar month of overtime pay
- (e) Per Diem of 50,00 EUR per Crew Member for each overnight assignment if over 16 hours of duty period
- (f) procure that the Crew Member is provided with the Benefits set out in Schedule 2.

less any bank transfer charges and any taxes that may be required to be deducted by the law of the relevant jurisdiction. (if any)

5.2 Payment Date:

For fees payable under Clause 5.1, payment shall be sent from SEA's bank account, less any bank transfer charges, to an account to be nominated by the Crew Member for each month of completed service, no later than the 10th day of the month following the month of service. Where the 10th day falls on a weekend or public holiday, payment shall be sent on the next working day.

On the completion of the contract, for all fees due at the completion date, payment shall be sent from SEA's bank account, less any bank transfer charges, direct to an account to be nominated by the Crew Member, no later than the 10th day of the month, following the month of service.

SEA only contracts with reputable companies. However, in the unlikely event of a contractor not meeting its financial obligations to SEA, SEA reserves the right to withhold the Crew Members payment until payment is received from the contractor.

6. INDEPENDENT CONTRACTOR

6.1 **Liabilities:** The Crew Member is an independent contractor and is not an employee or agent of SEA and its related companies. The Crew Member shall be responsible for the Crew Member's own liability for tax and all other liabilities and expenses of whatever nature relating to the Crew Member. The Crew Member hereby indemnifies and saves harmless SEA and its related companies from:

- (a) all liability for all such taxes, levies and other expenses; and
- (b) for any cost, damage or liability arising from a breach of this Agreement by the Crew Member.

This indemnity shall continue notwithstanding that this Agreement may in all other respects have terminated.

6.2 **Obligations:** The Crew Member shall perform the Services as an independent contractor and shall not incur any obligations on behalf of SEA.

6.3 **No Integration or Control:** In performing the Services, the Crew Member acknowledges that he is not integrated into the business of SEA or under SEA's control.

6.4 **No Claim as Employee:** The Crew Member agrees that at no stage either during or subsequent to the termination of this Agreement, will the Crew Member claim that he was an employee of SEA, or bring any personal grievance or other claim on the basis that he is or was an employee of SEA.

7. CONFIDENTIAL INFORMATION

Confidentiality: The Crew Member recognizes and acknowledges that all information regarding the Airline's business, practices and policies including manuals and other policies and procedures, ("Confidential Information") which may exist from time to time, are valuable, special and unique assets of SEA's business, as applicable, and are confidential. Therefore, the Crew Member hereby undertakes, during the term of this Agreement and thereafter, not to disclose any of the foregoing or other information or any part thereof, to any person, firm, corporation, association or any other entity for any reason or purpose whatsoever, save as required by law or court order or with the express written consent SEA, as applicable. Immediately upon request by SEA, and, in any event, immediately upon termination of this Agreement the Crew Member shall deliver up all documents and other material relating to or connected with the Confidential Information and all copies and duplicates of those items. The obligations of confidentiality imposed upon the Crew Member shall continue notwithstanding that this Agreement may in all other respects have terminated.

8. TERM AND TERMINATION

8.1 **Term:** This Agreement shall commence on its execution by both parties on XXXXXX (ENTER DATE) of service from the Commencement Date, subject to earlier termination in accordance with Clauses 8.2 and 8.3. This Agreement may be renewed for a further term subject to the mutual agreement of both parties. Execution is effective if each party executes this document or an identical copy. Where separate documents are executed this Agreement commences when the separately executed documents are exchanged between the parties by mail, PDF email or facsimile.

8.2 **Termination by SEA:** SEA may terminate this Agreement,

- (a) by giving not less than 30 days' notice; or at SEA's discretion paying the Crew Member the base fee in lieu of such notice.
- (b) immediately in writing if any aspect of the Pre-commencement Requirement is not completed or maintained to the satisfaction of the SEA
- (c) immediately in writing if any representation in this Agreement is untrue.
- (d) immediately in writing if the Crew Member commits or allows to be committed any breach of the terms of this Agreement.
- (e) immediately in writing if the Services are not carried out to the satisfaction of SEA Without limitation, the following events shall not be satisfactory for the purposes of this Clause.
 - (i) the Crew Member ceasing to hold any of the Qualifications; or
 - (ii) in SEA's opinion the Crew Member willfully neglects the interests of the Airline or damages the Airline's property through negligence; or
 - (iii) the Crew Member consumes alcohol in contravention of the Airline's in-house rules applicable to its crews or any applicable rules of any relevant aviation supervisory authority as the same may be amended from time to time; or
 - (iv) in SEA's opinion the Crew Member fails to comply with any in-house rules or policies of the Airline applicable to the provision of the Services; or
 - (v) in SEA's opinion the Crew Member is guilty of any conduct on or off duty which is prejudicial to the interest, good name or reputation of the Airline
 - (vi) the Crew Member becomes, through his own fault, (which shall include refusal or failure to undergo inoculation, vaccination, or other preventative treatment recommended by a medical practitioner nominated by the Airline):
 - (1) sick or disabled; or
 - (2) unable to properly provide the Services or to do so without being a nuisance or menace to colleagues or others; or

- (vii) the Crew Member is guilty of theft of the Airline's property; or
- (viii) the Crew Member engages in smuggling or illicit trading of any kind; or
- (ix) the Crew Member through his own fault, ceases to hold, (for any period of time), any one of the permits or travel documents, (including visas), necessary to provide the Services; or
- (x) the Crew Member shall become insolvent or have committed an act of bankruptcy or compounded with his or her creditors generally; or
- (xi) the Crew Member shall be convicted of a criminal offence in respect of which imprisonment could be imposed or which in the reasonable opinion of the Airline would adversely affect the reputation of the Airline; or
- (xii) in SEA's opinion the Crew Member is significantly incompatible with the Airline's local personnel/officials.
- (xiii) the Crew Member is absent from duty due to sickness for more than 15 consecutive days.
- (xiv) the Crew Member is commencing any union or union related activities or other forms of organized labor actions against the Airline.

8.2 Termination by the Crew Member: The Crew Member shall be entitled to terminate this Agreement after 90 days from the Commencement Date by giving 30 days' notice to SEA.

If the Crew Member terminates this Agreement, before completing 90 days of the contract even if the required 30 days' notice is given, then SEA will be entitled to recover from the Crew Member any recruitment, training and replacement expenses incurred by SEA in the amount of 3000,00 EUR. SEA shall be entitled to deduct this amount from any amounts due to the Crew Member.

8.3 **Termination Without Prejudice:** Termination of this Agreement shall be without prejudice to the rights and obligations of the parties prior to termination. Termination shall also be without prejudice to any of the provisions of this Agreement which are expressed to survive termination.

9. NO ANNOUNCEMENTS

The parties shall treat the contents of this Agreement and the arrangements contemplated in it as confidential and shall not disclose them to any person except with the prior written consent of the other party.

10. NO ASSIGNMENT

The Crew Member shall not assign the Crew Member's rights or obligations under this Agreement.

11. REMEDIES AND WAIVERS

11.1 No waiver of any breach of this Agreement shall be deemed to be a waiver of any other or any subsequent breach. The failure of any party to enforce any provision of the Agreement at any time shall not be interpreted as a waiver of the provision.

11.2 The rights of SEA under this Agreement are cumulative and not exclusive of any rights provided by law.

12. NOTICES

12.1 Each notice under this Agreement is to be made in writing by email, personal delivery or post to the addressee at the facsimile number or email/postal address and marked for the attention of the person or office holder (if any), from time to time designated for the purpose by the addressee to the other. The initial email address, postal address and relevant person or office holder of each party is set out under its name at the end of this Agreement.

12.2 Any communication to any person shall be deemed to be received by that person upon email/telephone communication of delivery receipt (in the case of email) or in any other case when left at the address required by Clause 12.1 or five days after being put in the post, postage prepaid.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and shall supersede all previous negotiations, commitments and/or writings. No alteration of the terms of this Agreement shall be binding unless it is in writing and executed by both parties.

14. GOVERNING LAW

This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of Slovenia and EU, and any dispute shall be subject to the exclusive jurisdiction of the courts and tribunals of Slovenia.

15. FORCE MAJEURE

The Crew Member has no right to make any claim against SEA if SEA fails to fulfil its obligations under this Agreement because SEA is materially hindered or impeded because of circumstances beyond the control of SEA. If SEA cannot fulfil this Agreement within a reasonable time the Crew Member shall be entitled to cancel the Agreement with regard to such part of the Agreement as has not yet been fulfilled. Cancellation in accordance with this Clause shall be the Crew Member's sole remedy. SEA has the right to terminate this contract and all its obligations in case of War, Global pandemic or other unforeseeable events that will limit or stop SAE to be able to perform its business.

16. INDEMNITY AND INSURANCE

16.1 SEA shall procure that the Airline indemnifies and holds harmless the Crew Member from and against all liabilities, claims, demands, suits, judgements, damages and losses including expenses, costs and legal fees in connection therewith or incidental thereto arising out of:

- (a) death of or injury to any person;
- (b) loss of or damage to any property of any person;
- (c) any economic loss, consequential loss, loss of revenue, loss of profits or loss of any other kind whatsoever suffered by the Airline, its officers and employees or third parties;
- (d) any other act or omission of the Crew Member or other pilots; and
- (e) any proceedings arising from the treatment of any person or persons in any of the Airlines aircraft;

caused by or arising out of, or in any way connected with the performance of this Agreement excluding any such claim arising from the gross negligence or willful misconduct of the Crew Member.

16.2 SEA shall procure that it will, at its cost, arrange defense against charges, detention or threatened proceedings against the Crew Member arising from the performance of the Services. The Airline shall be released from its obligations under this Clause 16.2, if a charge, detention or threatened proceedings against the Crew Member arises from an act or omission of the Crew Member done with intent to cause damage or recklessly and with knowledge that damage will probably result.

17. RETURN OF PROPERTY ON TERMINATION

The Crew Member shall, immediately on termination of this Agreement, return to the Airline all manuals, items of uniform, identity card and any other items of property issued to the Crew Member by or on behalf of the Airline. Further, the Crew Member will be required to settle all telephone accounts and other personal bills, if applicable. A final clearance certificate signed and certified by the Airline evidencing that the foregoing requirements have been complied with, will be required by SEA prior to settlement of final payment. SEA shall be entitled to discharge outstanding obligations of the Crew Member out of payments due by SEA to him.

EXECUTED as an Agreement.

EXECUTED for)
SouthEast Airlines)

by: Captain Blaz Berdnik, director)

Date:

Address for Notices: Trg Svobode 20, 1420 Trbovlje, Slovenia, EU

Email: blaz.berdnik@SouthEast.aero

Attention: Notice - Director

EXECUTED by)
[REDACTED] (**name**))
the Crew Member:)

Date:

Address for Notices:

Fax for Notices:

Email for Notices:

Contact Person in case of an Emergency:

Name:.....

Phone:

Fax:

SCHEDULE 1

SERVICES

1. Interpretation

In this Schedule:

"Airline's Rules" means any rules issued by the Airline that are generally applicable to the Airline's pilots.

2. Services

The Crew Member shall pilot such domestic and international flights using the Aircraft as the Airline may require provided that the Crew Member shall not be requested or required to:

- (a) breach any requirement of:
 - (i) the law of any country which is relevant to any flight.
 - (ii) the Civil Aviation Authority requirements of any country relevant to any flight or any aircraft.
- (b) fly to a war zone or jeopardies the safety of themselves or others.
- (c) provide any services when the Crew Member considers himself affected by illness, fatigue, or injury.

The Crew Member shall, in providing services, be directed by the Airline, with respect to operational duties, hours of service, rest periods and rostering, and will adhere to the Airline's Rules. It is the Crew Members responsibility to ensure that he is contactable at all times while providing the Services, by having a mobile phone service, or other suitable messaging or communications devices.

SCHEDULE 2

1. Accommodation:

The Airline shall provide the Crew Members with individual room hotel accommodation only while on lay over when away from Base Residence.

2. Uniforms and Identification:

The Airline shall provide pilot uniform for the Crew Members for use whilst on duty and also provide ID cards and regalia that are required to be worn on display.

3. Time off and Leave:

The Airline shall roster the Crew Members according to the Rest and Duty Time regulations set forth in the Airline's Operations manual approved by EASA.

Airline shall provide the Crew Members with 8 consecutive days off per calendar month. Annual unpaid leave days can be requested by the Crew Member to be approved by the Airline if operationally possible. Two 8 days periods back-to-back can be scheduled only by the approval of the Airline's management. This clause is not applicable during any training period.

Sickness:

The Airline shall provide the Crew Members with an entitlement of a maximum of 14 days paid sick leave per year (pro-rated for any part year) compensated at 70% of the normal monthly rate. Other sick days will be considered unpaid and deducted.

4. Per Diems:

SEA will pay the Crew Member a fixed Per Diem of 50 EUR for each overnight assignment. Overnight assignment is specified as a duty that requires to sleep away from home base regardless of local time and when duty period is minimum 16 hours.

5. Travel Benefits and Hotel accommodation:

The Airline shall allow unlimited jump seat or empty seat travel privileges on its own flights according to the Airlines current policies and Commander discretion. Positioning for duty other than return from consecutive days off will be with a confirmed flight ticket and Economy class for EU travel.

Hotel accommodation provided for duty will be minimum 4* at EU hotels. Hotels must have food service and sufficient window blinds for uninterrupted day rest. Hotel provided will be other than the hotel used by the passengers of the Airline.

6. Transportation:

The Airline shall provide crew duty transport when on duty away from Base Residence. Transportation to and from hotel will be arranged with a designated Crew bus only, taxi service will be used only as last resort and in case of extreme urgency if such provisions cannot be made.

9. Visas, Work Permits:

The Crew Member shall, where necessary and with the Airlines assistance, obtain at the Crew Members own expense all entry visas, work permits and visas, and other documents necessary to enable the Crew Members to undertake the Specified Services. This cost will be reimbursed to the Crew member after providing receipt of the expenses.

SCHEDULE 3

QUALIFICATIONS

The Crew Member must at all times during the term of this Agreement:

1. Meet all current requirements of Slovenia Civil Aviation Authority, EASA 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 Slovenia Civil Aviation Authority to fly the Aircraft, including being the holder of Airbus A320 aircraft type rating and appropriate license, with experience and hours to the satisfaction of the Airline.
3. Meet to the standard required by the Airline, all simulator checks including recurrency training and checks, as required by the Airline.

SCHEDULE 4

PRE-COMMENCEMENT REQUIREMENTS

Prior to commencing to provide the Services the Crew Member will:

- (a) provide evidence to the satisfaction to SEA of having met the Qualifications,
- (b) obtain, all work permits, visas or other entry, documentation required to provide the Services. This will be arranged by SEA with active support by the Crew member.

SCHEDULE 5

**PRE-COMMENCEMENT REQUIREMENTS and
TRAINING PAYMENT SCHEDULE**

1. Training

- (a) The Airline shall arrange and pay for any training, (including simulator or training purposes) it requires any Crew Member to undertake, prior to and during any Crew Member's assignment **after** the crew member is released to full and unrestricted duty - First Officer is released after Line check is successfully passed.
- (b) License and Currency: The airline will assist and facilitate, and the Crew Member shall be responsible for maintaining the Crew Member's license and any other license validations required to meet the Qualifications (including recurrency, proficiency and simulator checks for the purpose of maintaining license currency and validation) and associated medical certification required for any such licenses.
- (c) **Type rating Training cost** and payment schedule:

Amount of 30.000 EUR (Thirty-thousand EUR) will be paid to the selected training provider to cover the cost of EASA Approved Airbus A320 Type rating training program. This amount includes cost of all training, accommodation and transportation at the training center location. This cost will be paid directly to the EASA ATO training provider selected by SEA. Transfer of funds will be done at least 10 days before the commencement of the training. Only SEA selected ATO can be used for this specific training.
- (d) **Practical Training to proficiency cost** and payment schedule:

35.000 EUR (Thirty-five-thousand EUR) will be paid to SEA to compensate the cost of Airbus A320 Practical training to proficiency on applicable type in accordance with SEA OM-D program until airline standards are achieved and Line check is successfully passed. This cost will be paid directly to the training provider selected by SEA or to SEA account – as advised per Invoice. Transfer of funds will be done at least 14 days before the commencement of the company conversion course organized by SEA.