



BalticAviationAcademy

Training Service Contract

GENERAL TERMS AND CONDITIONS

Provisions stated in these General Terms and conditions can be altered only by mutual agreement of the Parties if such agreement is clearly expressed in the Training Service Contract. These General Terms and Conditions shall apply to any and all Training and/or other Services rendered by the Service provider upon the request of the Customer.

These General Terms and Conditions is an integral part of the Training service contract as of Texte 2014 (hereinafter mentioned as the Contract) and has been entered on this date of Texte 2014 by and between:

Texte, date of birth Texte, e-mail address: Texte, passport code: Texte, address: Texte
(hereinafter referred to as the "Customer"),
and

Baltic Aviation Academy JSC, a company duly incorporated under the laws of Republic of Lithuania, company code 300618099, having its registered address at Dariaus ir Gireno str. 21, LT-02512 Vilnius, Lithuania (hereinafter referred to as the "Service provider"), represented by Eglė Vaitkevičiūtė.

1. Representations, Duties and Responsibilities of the Customer

1.1. The Customer covenants to:

1.1.1. Pay for the Services provided according to the terms specified in the Contract. Failure to pay on time will result in Service Provider's suspension or withdrawal of the provision of the Services, including withholding of documentation or certification.

1.1.2. Maintain any insurance covering general liability, personal accidents, hospital care, *etc.* The Service Provider will not cover any costs or expenses arising from any accident to or sickness or liability, wherever or for whatever reason such costs or expenses have been incurred.

1.1.3. Pay any other reasonable expenses incurred by the Service Provider on behalf of the Customer according to the terms mutually agreed by the Parties (e.g. if Customer requires additional Full Flight Simulator Instructor) in addition to the price for the Services stipulated in the Contract.

1.2. The Customer hereby represents and warrants that to the Service Provider that:

1.2.1. he/she is a citizen of the European Union or has working visa with a residence permit in the EU.

1.2.2. holds a Joint Aviation Authorities (J.A.A.) Frozen Airline Transport Pilots License (A.T.P.L.); Joint Aviation Regulations - Flight Crew License (J.A.R.-F.C.L.), Commercial Pilot with Multi Crew Co-operation (M.C.C.), Multi engine (M.E) and Instrument (IR) ratings.

1.2.3. he/she is proficient in the English language (at least level 4 of the ICAO language proficiency requirement as per ICAO).

1.2.4. he/she is in possession of all required valid licenses and approvals including, but not limited to the valid Class 1 Medical Certificate to take the Services hereunder. The Customer shall be in charge for ensuring that all licenses and approvals are maintained effective throughout the term of performance of the Services specified herein;

1.2.5. he/she has necessary technical competences and skills, aviation experience, credentials and licenses, interpersonal skills, medical fitness, and security background.

1.2.6. he/she has not caused any incidents or accidents in the past and not ongoing investigations are pending.

1.3. While taking the Services hereunder, the Customer must behave in accordance with the company policy, procedures and directives of Baltic Aviation Academy JSC and the national laws and regulations of the Republic of Lithuania. A violation of the responsibilities described above and/or unacceptable conduct by the Customer will lead to a breach of contract and the possibility of immediate removal of the Customer from the syllabus without any refund. The removal of the candidate from the training program and the syllabus is at the sole discretion of the Service Provider.

1.4. The Service provider shall have a right to an unrestricted right to inspect whether and to what extend



the Customer complies with the requirements specified hereinabove at any time throughout the validity of this Contract. Should the Customer fail to comply with the requirements set out hereinabove, the Service provider shall be entitled to remove the Customer from taking the training services and retain any amounts paid to the Service Provider for the respective training services. The Service Provider shall have an unrestricted right to check the Customer's security background. The Service Provider may acquire Security information from acknowledged (official) sources such as State Institutions of Law Enforcement, State Tax Inspectorate, Customs, lawyers, other state institutions or institutions of law protection (including but not limited to the Police, State Security Department, Migration Department, *etc.*) as well as previous employers in home and foreign jurisdictions. The Customer hereby confirms his/her consent to check his/her security background, and he/she will provide any documents requested by the Service provider to perform the security check. In cases where the Customer's security background is not acceptable, the Service provider shall be entitled to remove the Customer from any performance of Training Services that are agreed hereunder.

2. Representations, Duties and Responsibilities of the Service Provider

2.1. The Service Provider undertakes to provide the Customer with the Training Services as agreed in the Contract. Training services shall be rendered in accordance with the syllabus and the requirements as described in Baltic Aviation Academy JSC TRTO Training Manual and the TRTO Operations Manual. The Service Provider holds a JAR-FCL 1 TRTO approved by the CAA of the Republic of Lithuania.

2.2. Service Provider may offer safety briefings before using the training equipment. Such briefings are scheduled and performed upon Customer's request. It is the Customer's sole responsibility that he/she has received safety instructions before using any training equipment.

2.3. The Customer will not be the exclusive user of the classrooms, instructors, simulators and any other equipment used for the training services provided under this Agreement. The scheduling procedures must be followed in order to assure reliable availability to all users.

3. Indemnification, Liabilities, Performance and Impossibility of Performance

3.1. The Customer hereby undertakes and agrees to indemnify and hold forever harmless the Service provider, its directors, employees, servants or agents from and against (and agrees that the Customer will make no claim against the Service provider in respect of) any and all liabilities, actions, claims, proceedings, costs, losses, damages, charges and expenses of whatsoever nature) including but not limited to reasonable legal fees, costs which the Service provider and/or Customer and their respective directors, employees, servants or agents or any of them may sustain, incur or pay arising directly or indirectly out of or in connection with Training services and facilities to be provided by the Service provider pursuant to this Contract or otherwise

3.2. The Service Provider shall have no obligation or liability, whether arising in contract (including warranty), delict (whether or not arising from the negligence of the Service Provider), or otherwise, for loss of use, revenue or profit or for any other incidental or consequential damages with respect to any non-conformance or defect in any services, training, materials, data, information or other things provided under this Agreement.

3.3. The Service Provider and the Customer will not be liable for any expenses, losses or damages caused due to delay or inability to act in result of a fire, flood, strike, riots, theft, terrorist acts or any other events which are beyond their control and which may result in a delay or inability to perform the obligations under this Agreement.

3.4. The Service Provider does not guarantee or warrant that the Customer taking the Training services will achieve any particular proficiency to qualify for any licence; certificate or rating issued by any regulatory agency or governmental authority, and the Service provider shall not be responsible for the competences or qualifications of any person trained.

3.5. Each Party in this Contract shall be exempted from liability for non-performance of the Contract if it proves that the non-performance was due to the circumstances which were beyond its control and could not have been reasonably expected by it at the time of the conclusion of the Contract and the arising of such



circumstances or consequences thereof could not be prevented. The Party who is unable to perform the Contract shall be obliged to inform the other Party about the beginning and the end of an impedimental circumstance by facsimile message not later than within 5 (five) days as of the moment the Party became or should have become aware of the impedimental circumstance.

3.6. During the Program the Student will be expected to pass certain checks and examinations. If Student's exam will be found unsuccessful then the Student may be able to resit exam or check at the discretion of the Service provider for agreed price in each specific situation. If result will be again unsuccessful the Training may be cancelled by the Service provider with reimbursement of payments of any unused training minus any costs incurred by the Service provider.

3.7. The Service Provider reserves the right to remove the Customer from the flight training syllabus hereunder whenever violations of properly conduct occur.

4. Payment terms

4.1. The Customer shall pay the price to the Service provider for particular course of Training services according to the terms specified in the Contract. The Parties agree that if the Customer cancels ordered Training services (not due to the fault of the Service provider) the sum already paid to the Service provider for Training services is not refundable to the Customer (The parties agree that such sum will be used for reimbursement of inquired minimum loses of the Service provider due to such cancellation of the Training services. The Service provider is not obliged to prove the exact scope of its loses in such cases).

4.2. All and any reasonable expenses mutually agreed by the Parties and incurred by the Service provider on behalf of the Customer, e.g. if Customer requires additional Full Flight Simulator Instructor, shall be for the account of the Customer and payable by the Customer in addition to the price for Training and/or other Services. The Service provider has the right on behalf of the Customer to order and pay for any services or merchandise (including airplane tickets, accommodation and local transport for representatives of the Customer) if appropriate request (in written form or via e-mail) from the Customer is received. In such case the Customer obligates to reimburse the Service provider for all its costs related to such expenses within 10 business days from receipt of the relevant requirements of the Service provider.

4.3. The Price shall be deemed as paid when it is received in the bank account of the Service provider. The price shall be paid without any reduction or set-off, it is free of all taxes and duties which shall be paid by the Customer and which the Customer hereby undertakes to pay without delay. Should the Service provider be required to pay any such taxes or duties on behalf of the Customer, the Customer shall reimburse the Service provider forthwith upon demand.

4.4. The Customer shall pay the bank charges incurred by the bank the payment is transferred from. All payments under this Clause of this Contract shall be made in EUR (Euro) and transferred to the bank account of the Service provider.

4.5. In case the Customer fails to pay the price for Training and/or other Services to the Service provider on time, the Service provider shall be entitled to calculate and the Customer undertakes to pay the interest in amount of 0,05 percent of due payment per each day of delay. The Parties agree that if the Customer cancels ordered Training services (not due to the fault of the Service provider) the sum already paid to the Service provider for Training services is not refundable to the Customer (The parties agree that such sum will be used for reimbursement of inquired minimum loses of the Service provider due to such cancellation of the Training services. The Service provider is not obliged to prove the exact scope of its loses in such cases).

4.6. Should the Customer fail to pay for the Training and/or other Services before their commencement day, the Service provider shall be entitled to unilaterally suspend the performance of Training services. In such case the performance of the Training services shall be rescheduled when it might be available after all the payments under present Contract are fully paid.

4.7. The Parties expressly agree that the price for Training and/or other Services does not cover transportation costs (to the location of Training services and back), hotel accommodation, per diems and/or accident and death, medical insurance and any other expenses of the Customer unless agreed differently by both parties in written.



BalticAviationAcademy

Training Service Contract

GENERAL TERMS AND CONDITIONS

5. Confidentiality Clause

5.1. The Customer shall not, except as authorized by the Service Provider or required by his/her duties under their flight-training contract, use for their own benefit or gain or divulge to any persons, firm, company or any organization whatsoever any confidential information belonging to the Service Provider or relating to his/her affairs or dealings which may come to their knowledge during the flight training program.

5.2. All electronic and paper documentation provided during the training program is Service Provider's property and must be returned to the Service Provider after the completion of the training. By no means will the Customer distribute nor provide these documents to a third party.

5.3. Confidential information shall include all information, which has been specifically designated as confidential by the Service Provider, and any information, which relates to the commercial and financial activities of the Service Provider, the unauthorized disclosure of which would embarrass, harm or prejudice Service Provider.

6. Miscellaneous

6.1. Any amendments of this Agreement must be in writing, otherwise being null and void.

6.2. The Service provider shall be entitled to unilaterally without a notice to the Customer terminate this Contract or refuse from provision of Training services, if the Customer does not perform its payment in accordance with payment terms stipulated herein.

6.3. Any and all amendments to or alterations of this Contract shall only be valid and bind the Parties if made in writing and signed by duly authorized representatives of the Parties. As of the day of signature they become an inseparable part of this Contract.

6.4. If one or several provisions of this Contract become void, unlawful or unenforceable, this will not affect or injure the validity, legality or enforceability of the remaining provisions, provided, that in such a case the Parties shall by written agreement replace the ineffective provision by the legally effective one, which in its consequences will approximate the ineffective provision as closely as possible.

6.5. This Agreement was made and should be interpreted in accordance with Lithuanian law. In case of any dispute resulting from this Agreement or related therewith, both the Customer and the Service Provider will attempt to resolve them amicably. If no settlement is reached within 30 days from the date of the Party's receipt of the written request for settlement, the disputes resulting from the Agreement or related therewith will be settled by an ordinary court having jurisdiction with respect to the Service Provider's registered seat.

6.6. The Parties may not assign the rights or obligations arising out of this Contract to any third party without a prior written consent of the other Party.

6.7. Any and all notices given on the basis of this Agreement will be sent by courier, by e-mail, by mail or by fax (with confirmation of receipt) to the addresses specified in this contract.

6.8. This Agreement has been read and understood by the Parties as to its contents and consequences. In witness whereof the Parties have signed this Agreement in two equally binding counterparts in English language one for each Party on the date above written.

<p><i>For and on behalf of the Service provider:</i></p> <p>Baltic Aviation Academy JSC</p> <p>By: Eglė Vaitkevičiūtė</p> <p>Title: CEO</p> <p>Date: 2014. <input type="text"/></p> <p>Signature: _____</p>	<p><i>For and on behalf of the Customer:</i></p> <p>Name of the Customer:</p> <p><input type="text"/></p> <p>Date: 2014. <input type="text"/></p> <p>Signature: _____</p>
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This Training Service Contract (hereinafter referred to as the "Contract") has been entered on this date of 2014 [redacted] and between:

[redacted]
Texte

(hereinafter referred to as the "Customer"),

and

Baltic Aviation Academy JSC, a company duly incorporated under the laws of Republic of Lithuania, company code 300618099, having its registered address at Dariaus ir Gireno str. 21, LT-02512 Vilnius, Lithuania (hereinafter referred to as the "Service provider"), represented by Eglė Vaitkevičiūtė.

The Customer and the Service provider are hereinafter collectively referred to as the "Parties" and individually as the "Party".

1. Subject to the terms and conditions set forth in this Contract the Service provider will render Training services to the Customer (hereinafter referred as "Training services").
2. The Customer requests and the Service provider agrees to render below mentioned Training services to the Customer on the terms and conditions below:
 - 2.1. Scope of Training services: A320 type rating (Theory and Simulator), A320 Base Training.
 - 2.2. Starting date of Courses: 5th of January, 2015
 - 2.3. Duration of training: about thirty (30) days for A320 type rating and base training initial course completion
 - 2.4. Location of the training: The A320 type rating trainings are held at the premises of Baltic Aviation Academy JSC: Dariaus ir Gireno st. 21, LT-02189 Vilnius, LITHUANIA.
 - 2.5. The prices indicated in this Contract include:
 - Ground Training – 14 working days / 114 Hours in Vilnius, Lithuania;
 - Full Flight Simulator Training – 9 sessions / 36 Hours in Vilnius, Lithuania;
 - Accommodation during A320 Type Rating course;
 - Local transportation to/from airport/ training center/hotel during A320 Type Rating course
 - A320 Base Training up to 6 touch and go at one of our partner airlines in Europe.
3. Charges for the Training program are as follows:
 - 3.1. The total price for the Training Service shall be 19500EUR
 - 3.2. The terms of the payment:

The amount of 1500EUR to be transferred to the Service Provider's Bank account hereinabove must be received by the Service Provider not later than 5 working days after we sign the contract.

The amount of 10000EUR to be transferred to the Service Provider's Bank account hereinabove must be received by the Service Provider not later than 2 working days until ground course will start. Should any circumstances arise whereby the Service provider fails to provide to the Customer service contemplated by this Contract for reasons other than force majeure circumstances, then the Service provider shall be obliged to repay to the Customer the sum already paid to the Service provider by the Customer for non-rendered services. Such refund shall be made by the Service provider not later than 10 business days after receipt of the appropriate Customer's request.

The amount of 8000EUR to be transferred to the Service Provider's Bank account hereinabove must


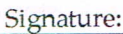


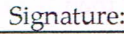
be received by the Service Provider not later than 5 working days until the simulator sessions start. Should any circumstances arise whereby the Service provider fails to provide to the Customer service contemplated by this Contract for reasons other than force majeure circumstances, then the Service provider shall be obliged to repay to the Customer the sum already paid to the Service provider by the Customer for non-rendered services. Such refund shall be made by the Service provider not later than 10 business days after receipt of the appropriate Customer's request.

The amount of line training will be agreed when a provider delivers a price. Line training of 500h will be provided if pilot passes an assessment. Base of line training also will be agreed when a provider delivers that. Price for Line training will be delivered in 6 months after type rating and can vary from 46000Euro to 55000Euro. Line training assessment will be scheduled in six months after type rating completion. All the details of Line training will be given to the candidate before the assessment.

3.3. All bank charges shall be borne by the Customer. All payments shall be made in EUR (Euro) and transferred to the bank account of Baltic Aviation Academy JSC:

Beneficiary: BALTIC AVIATION ACADEMY JSC
 Address: Dariaus ir Gireno st. 21, LT-02189 Vilnius, Lithuania
 Beneficiary's account: LT034010049500743704
 Beneficiary's bank: AB DnB Bankas
 SWIFT: AGBL LT 2X
 Bank correspondent: Deutsche bank AG, Frankfurt a/m
 SWIFT: DEUT DE FF

4. General Terms and Conditions attached to this Contract form an integral part of this Contract and shall be considered to be fully in force and applicable during this Contract. Provisions stated in the General Terms and conditions can be altered only by mutual agreement of the Parties if such agreement is clearly expressed in this Contract.
5. This Contract shall come into force at the date of its signature hereof and shall be valid unless terminated in accordance with provisions herein.
6. By signing this Contract both Parties represent and warrant to each other that they are entitled and authorized to enter into this Contract.
7. The Service provider and the Customer confirm that by the mutual agreement of the Parties below mentioned clauses of the General Terms and Conditions are altered and set forth to read as follows (if any changes are mutually agreed by the Parties):
8. This Contract has been read and understood by the Parties as to its contents and consequences. In witness whereof the Parties have signed this Contract in two equally binding counterparts in English language one for each Party.

<p><i>For and on behalf of the Service provider:</i> Baltic Aviation Academy JSC</p> <p>By: Eglė Vaitkevičiūtė Title: CEO Date: 2014. </p> <p>Signature: </p>	<p><i>For and on behalf of the Customer:</i> Name of the Customer: </p> <p>Date: 2014. </p> <p>Signature: </p>
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