

Terms and Conditions of Contract for Services

Contract for Services No: <0000>

This Contract for Services made on <■■■■2013>

BETWEEN: **Brookfield Aviation International Ltd**, a company incorporated under the laws of England and Wales, having its registered offices at PO Box 279, Epsom, KT19 8YX (the "**Contractor**"); and

(Company name to be advised) XXXXXXXXXXXXXXXX **Ltd**, a company incorporated under the laws of one of the 27 EU countries, having its registered offices at <insert> (The "**Service Company**"); and

<Pilot Name> of <insert pilot address> (the "**Company Representative**")

WHEREAS the Service Company is engaged as an independent consultant by the Contractor to provide the services of the Company Representative on the terms and conditions set out below.

DEFINITIONS:

The "**Company Representative**" means <Pilot Name>, the pilot engaged by the Service Company for the purposes of the Service Company complying with this Contract

The "**Hirer**" means Ryanair Plc, a company incorporated under the laws of Ireland and having its registered offices at Dublin Airport, Dublin, Ireland.

"**Base**" means the allocated reporting base where the Company Representative is supervised by one of the Hirer's Base Captains as may be determined by the Hirer.

"**Base Captain**" means the pilot reporting to the Chief Pilot of the Hirer and maintaining operating standards in accordance with the Hirer's safety management system.

"**Commencement Date**" means the date of commencement of this contract for services as specified in Schedule 1.

"**Contractor's Confidential Information**" means all confidential information relating to the business organisation, trade secrets, transactions, finances, technology, processes, specifications, methods, designs, formulae, technology and business activities or affairs, of and concerning the Contractor or the Hirer and their customers and suppliers.

"**Services**" means the carrying out the duties of a pilot of a 737-800 aircraft..

"**Taxation Authorities**" means the relevant National, State, local Government or relevant authority to which the Service Company is obliged to submit, file and pay their tax, social security, levies, duties, deductions or other related charges.

"**Term**" means the term of this Contract, specified in Schedule 1.

"**Work**" means the work described in Schedule 1.

WHEREBY IT IS AGREED AS FOLLOWS:

1. Basic Terms and Conditions

- a. The Service Company confirms that it is a limited company registered in the current 27 members of the European Union or Switzerland and properly incorporated in accordance with the Company law of that state. The Service Company will maintain the company registration for the duration of this Contract for Services.
- b. The Service Company can provide a substitute notified to the hirer four weeks in advance of the work. Such substitute shall perform the Work provided that the

substitute shall have the necessary experience and qualifications to perform the Work and is acceptable to the Contractor and the Hirer. Should the Service Company not provide an acceptable substitute they are obliged to carry out the work as scheduled.

- c. It is agreed that the Contractor is an independent company and is not an agent of the Hirer or of any entity affiliated with the Hirer. The Contractor has no power or authority to act for, represent or bind the Hirer in any manner.
- d. It is acknowledged that the Service Company is engaged as an independent consultant by the Contractor to provide the services of the Company Representative. Neither the Service Company nor the Company Representative shall be deemed to be an officer, agent, employee or servant of the Hirer or the Contractor.
- e. While the Contractor will use reasonable endeavours to locate or offer the Work, the Service Company acknowledges that the services of the Company Representative are provided on an as required and/or casual basis and there is no obligation upon the Contractor to locate or offer the Work.
- f. The Service Company confirms that it will comply with requirements to discharge present or future taxes, social charges, syndicatif insurances, social securities, levies, duties, imposts, deductions, withholdings or other charges required by the National State, local Government or relevant authority. All payments due to the Service Company in accordance with clause 2 of this contract for services hereunder shall be made inclusive of any present or future taxes, social charges, syndicatif insurances, social securities, levies, duties, imposts, deductions, withholdings or other charges. If the Contractor or Hirer is compelled by a taxation authority, National Government or other organisation to directly deduct such taxes, levies, imposts, duties, deductions, withholdings, assessments or other charges then the total payment to the Service Company will be nett of such deductions.
- g. The Service Company shall provide the Contractor with an annual Certification of Audit to confirm it has discharged within its country of incorporation all its tax, social charges, syndicatif insurances, social securities, levies, duties, imposts, deductions, withholdings or other liabilities associated with this contract for services. A Pro Forma sample of the Certificate of Audit is attached in Annex A.
- h. If the Service Company fails to satisfy the Contractor that it has met its liabilities to the applicable Taxation Authorities, then the Contractor reserves the right to terminate this Contract immediately without liability for compensation or damages and the Service Company will forfeit any payments. The Contractor reserves the right to deduct from the Service Company such liabilities as are reasonably requested by the Taxation Authorities. The Service Company will forfeit all fees which are due up to the date of termination.
- i. The Service Company warrants and undertakes to the Contractor that in the performance of this Contract it will comply with all laws, rules, regulations, decrees and other ordinances issued by any supra-governmental, governmental, state or other authority relating to the subject-matter of this Contract and to the performance by the parties hereto of their obligations hereunder.
- j. The Service Company will make the Company Representative (or an agreed acceptable and qualified nominated substitute agreed at least four weeks in advance) available to perform the Work on behalf of the Contractor for the Hirer from the Commencement Date.

- k. The Service Company will ensure the Company Representative (or an agreed acceptable and qualified nominated substitute) is available to perform the Work from the Commencement Date from March through October and three of the remaining four months for each calendar year of this Contract, as specified by the Contractor. The Contractor will also consider requests for up to three further months free of flying, training or ground standby duties from November to February annually and for ten "ad hoc" days free of duties during the year April to March. The Contractor reserves the right to cancel any requests granted on receipt of notification of termination of the contract by the Service Company
- l. The terms of this contract for services may be varied in writing by mutual agreement between the parties.
- m. The Service Company will ensure that the Company Representative will operate in accordance with the Hirer's Operations Manuals and guidelines.
- n. It is agreed that the Service Company and Company representative will not at any time be deemed to be employees of the Hirer and / or the Contractor.
- o. This Contract shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under this English Contract.
- p. The Contractor procures that the Hirer will:
have in place at all times and in full force professional errors and liability insurance which will cover the Company Representative in relation to the services provided for the Hirer,
- q. The Service Company is responsible for providing the Hirer with references covering the Company Representative's previous ten years' employment in order to obtain airside access permits and other documents necessary to operate on the Hirer's aircraft as determined by the Hirer. These references must be submitted within 14 days of the date of issue of this contract for services to the Contractor's approved reference checking agency (currently St. James Management Ltd) whose fee will be due from the Service Company. Should references be provided in a language other than English it is the responsibility of the Company Representative to provide a translation, certified by a public notary. Should the Company Representative fail to supply valid references within the timescale prescribed, or at any other time during the term of this contract in order to obtain subsequently necessary security identification cards, then the Contractor reserves the right to withhold payments or terminate this contract for services without notice.

The Service Company is required to engage St. James Management Ltd directly for the purposes of complying with this clause. The appropriate contact details for St James Management Ltd are currently as follows: security@stjames.gb.com
St. James Management Ltd, Inflight Building 2, Woodside , Dunmow Road, Birchanger
Bishops Stortford, CM23 5RG. Telephone +44 (0) 1279715480, Facsimile +44 (0) 127920188

- r. In the interests of safety, the Chief Pilot in accordance with the Hirer's Operations Manual may remove the Company Representative, whether or not the Company Representative is certified fit to fly, from duties following a traumatic event including the death of a close family member. In these circumstances at the Hirer's discretion a payment of up to the first three days

of the duties for which they are removed from duties may be made. Additional payments may be made in extenuating circumstances.

5.

"Personal Guarantee" is the personal guarantee that the Company Representative gives to the Service Company and the Contractor for any liabilities the Service Company has with the Contractor resulting from any outstanding training costs, repayments or penalties incurred as a result of a failure by the Company Representative to comply with a clause in this contract.

2 Fees

(a). In consideration of the provision of the services of the Company Representative by the Service Company, and the Service Company, and the Company Representative complying with the terms of this Contract, the Contractor will pay the Service Company a sum as listed under 'fee payable per scheduled block hour' in Schedule 1, pro rata in arrears on or before the 15th day of each month.

(b). The Hirer requires the Company Representative to remain current in Training specified in the Hirer's operations manuals to include Simulator training, classroom training, bird strike, fire, CRM, safety, practical, online, security and any other such syllabus that shall be specified. The cost of such training is approximately €5,700 per annum and is payable by the Service Company at a reduced rate of €4.50 per scheduled block hour operated by the Company Representative during the term of this contract for services. This amount is non-refundable.

(c). Bank transfers to the Service Company pursuant to this Contract are subject to the transfer charges of the relevant bank. The Service Company agrees to pay these transfer fees and for the Contractor to deduct the same from the transfers payable to the Service Company pursuant to this Contract, save that the Service Company will not be charged in excess of €5 for any single transfer.

(d). If the Company Representative does not possess an Irish Aviation Authority (IAA) issued JAR licence upon commencing operating with the Hirer a deduction of €45 per month will be made until such time as the Company Representative confirms to the Contractor that they hold an Irish Aviation Authority issued JAR Licence. Notwithstanding this the Company Representative must hold an Irish issued JAR Licence within one year of the commencement date.

(e). If the Service Company fails to make any payment due to the Contractor under this Contract by the due date for payment, then, the Service Company shall pay interest on the overdue amount at the rate of [2%] per annum above Barclays Bank plc's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Service Company shall pay the interest together with the overdue amount.

(f) Payment in full or in part of the fees claimed under clause 2 shall be without prejudice to any claims or rights of the Contractor against the Service Company or the Company Representative.

3. Scheduling and Positioning Transport

(a). Scheduling will be in accordance with the Hirer's Operations Manual Part A. The Company Representative's operating bases will be as designated by the Hirer. Duties will be scheduled and notified four weeks in advance but can be changed on the day if necessary subject to Operations Manual Part A.

(b). The Company Representative may avail, at the Hirer's discretion, of off duty transport on Hirer's network to travel between home and bases subject to the Hirer's policies. The Company Representative must be in full uniform with valid ID. The Company Representative will require authorisation from both the Captain and the dispatcher to board the flight.

4. Confidentiality / Drugs and Alcohol Screening

- (a) Except as authorised or required by his duties or a court of competent jurisdiction the Service Company and the Company Representative shall keep secret and shall not use or disclose and shall prevent the use or disclosure by or to any person, firm or organisation (except in the course of properly performing his duties or with the consent of the Contractor or as required by a court of competent jurisdiction) of any of the Contractor's or Hirer's Confidential Information which comes to their knowledge during their engagement. The Service Company and Company Representative shall comply with the Hirer's published policies on distribution by electronic or social media and video, photographic or audio recordings made while in the course of the Work as part of this Contract for Services. The Service Company and Company Representative confirm at all times that they are not engaged in professional media services, operating as a journalist or other form of print or broadcast journalism.
- (b) The restriction in clause 4(a) shall apply during and after the termination of this Contract without any time limit but shall cease to apply to information or knowledge which has in its entirety become public knowledge otherwise than through any unauthorised disclosure or other breach on its part of that restriction.
- (c) The Service Company shall procure that the Company Representative shall following termination of this Contract return to the Hirer all Operations Manuals, identity, other material and security passes issued or vouched for him by the Hirer. A clearance certificate to this effect duly signed by the Hirer as evidence of the foregoing, will be required by the Contractor in order to finalise all outstanding payments.
- (d) The Company Representative will at all times be subject to the Hirer's policy in relation to Alcohol and Drugs screening and agrees to undergo any such testing as required by the Hirer. All testing will be carried out by the Hirer's medical advisers and analysis carried out by a specialist laboratory. Any reports generated from such analysis or examinations will remain the property of the Hirer.

Flight Crew are responsible for the safety of the Hirer's passengers and have a duty to be alert and aware at all times. The use of illegal substances diminishes crew's capacity to work safely and will not be tolerated. The Hirer's drug policy is simple – anyone who takes drugs, whether during duty hours or not, is jeopardising the safety of the Hirer's passengers and will face immediate termination of their contract. The possession, sale, transport on aircraft, use or being under the influence of drugs is absolutely prohibited and will lead to immediate termination this Contract.

5. New Cadet Pilot from a Type Rating Program – Post Base Training

Following the release of safety pilot the Contractor will pay the Service Company for the services of the company representative in accordance with the remuneration rates specified in Schedule 1.

The Company Representative will be responsible for the cost of line training flights (currently €150 per scheduled block hour (psbh)) for the company representative. However during line training a significantly reduced charge of €20 psbh shall be levied on

the Company Representative. This amount will be netted against the monthly payment that the Service Company receives from the Contractor for flights operated by the company representative. The charge of €20 psbh is payable for all flights operated until the end of the calendar month that the company representative is line checked.

The full charge of €150 per scheduled block hour will be payable in full by the Service Company if:-

- (a) The company representative does not complete the line training for any reason or circumstances including a failure to complete a line check within a maximum of 120 line sectors; or
- (b) The company representative fails to fulfil the terms of this Contract for services for a period of two years.

6. Command Upgrade Training

- (a). In the event that the company representative, who is a co-pilot, is offered a Command Upgrade Training course by the Hirer which he successfully completes, the Service Company shall pay the Contractor on behalf of the Hirer the amount of €5,000 upon the company representative's services being withdrawn within two (2) years of notice by the Chief Pilot of successful completion of Command Upgrade Training. The provisions of this clause shall survive the termination of this Contract, howsoever occurring.
- (b). The admission and qualification of a co-pilot onto a Command Upgrade training course is a privilege that is entirely at the discretion of the Hirer and is not related in any way to any number of minimum hours. Admission to a Command Upgrade course will only be made on acceptance of a contract for services for the Service Company to supply a Captain which will be conditional on passing such Command training.

7. Termination

Should the Service Company or the Company Representative:

- (a) engage in any serious misconduct or any conduct tending to bring the Hirer or Contractor into disrepute; or
- (b) fail to comply with any of their express or implied obligations under this Contract or any contract supplemental to it; or fail or cease to perform their duties under this Contract to the Contractor's reasonable satisfaction; or
- (c) fail to maintain a medical licence as required by the Hirer; or
- (d) fail any initial or periodic simulator or aircraft proficiency check conducted by or on behalf of the Hirer; or
- (e) fail to maintain the relevant pilot licence; or
- (f) fail to maintain a valid passport, security clearance or security identification cards as required by the hirer; or
- (g) approach any personnel of the Hirer or Contractor, for, or on behalf of any other airline or agency; or
- (h) publish defamatory or derogatory statements in writing or electronically on the Internet, public or private chatrooms using their own name or pseudonyms about the Hirer or the Contractor to any person; or

- (i) fail to maintain standards acceptable to the Hirer in relation to punctuality, attendance and aircraft operations;
- (j) fail to provide evidence to the Contractor and the Hirer that the Company Representative has the right to work within the European Union. If the Company Representative does not have a European Union passport, he must possess the necessary visas and/or permits required to work within the European Union before he is permitted to fly.
- (k) fail to provide a Certificate of Audit as per annex A in respect of all taxes and social insurances as required by the Country of Incorporation of the Service Company.
- (l) become insolvent or bankrupt.
- (m) the Company Representative is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- (n) The Hirer decides to exclude the Company Representative from their premises, airplanes or areas of work or control.

Then the Contractor shall have the right (in addition to any other rights which it has at law) to terminate this Contract immediately and without liability for compensation or damages. The Service Company shall then only receive payment as shall have accrued to the last day in which the Company Representative effectively carried out their duties, but without prejudice to any prior existing claims of either party.

8. Notice

The Contractor or the Service Company may terminate this Contract by giving not less than 3 months' written notice to the other parties. In the event that the Service Company purports to terminate this Contract upon less than 3 months' notice, or the contract is terminated without notice, and thereby breaches this clause of the contract, then the Service Company shall be liable for the costs incurred by the Contractor and / or the Hirer as a result of that breach. It is estimated that the cost of failing to supply the full three months notice would be €5,000 . The Service Company hereby authorise the Contractor to deduct from the Service Company representative's fees any amounts which are owed by the Service Company representative or the Service Company to the Contractor which, for the avoidance of doubt, may include (but is not limited to) monies for outstanding training costs, payments due as a result of failure to serve full contracted notice period.

9. Personal Guarantee

The Company Representative agrees to provide a Personal Guarantee for any monies due by the Service Company to the Contractor for the following:-

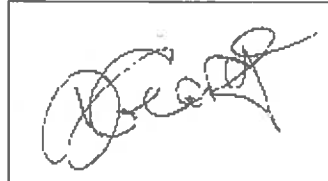
- (a) The Company Representative's outstanding initial training costs,
- (b) Any payments due from the Company Representative as a result of the Company Representative's failure to serve the full three month contracted notice period.

If any monies are due to the Contractor for 8(a),(b) above, the Contractor is entitled to recover any monies due from the Company Representative under the Personal Guarantee. The Personal Guarantee shall be recovered by the Contractor from the Company Representative as a debt.

I hereby agree to be bound by the aforementioned terms and conditions of this contract for services.

Signed for and on behalf of the **Contractor**:

Name: David George Title: Marketing Director



Date : <■■■■ 2013> Signature: _____

Signed for and on behalf of the **Service Company**:

Name: _____

Position: (secretary/director) _____ ON BEHALF OF (Company name)

Date: _____ Signature: _____

Signed by the **Company Representative**:

Name: _____ Signature: _____

Contract for services number 0000 Date: _____

Schedule 1.

Terms

Between Brookfield Aviation International Ltd (Contractor)

And

(Company name to be advised)Ltd. (Service Company)

to provide the services of Pilot Name (Company Representative)

And

Ryanair Ltd. (Hirer)

Dated ■■■■ 2013 **Contract for Services Number 0000**

Term. This is a contract for a period of three (3) years.

Position of Company Representative: First Officer on Boeing 737-800 .

Work: The Company Representative shall perform the duties as pilot as required by the Hirer in accordance with Hirers Manuals and Safety Management System, as may be amended at the Hirer's sole discretion from time to time.

Commencement date; ■■■■ 2013

1. Remuneration

(A) Service Company Payment is based on Company Representative work completed per scheduled block hour.

> 1500 hrs *	€	83.00
< 1500 hrs >500 *	€	75.00
< 500 hrs *	€	60.00

* Hours are defined as those attained flying Ryanair Boeing 737-800 aircraft. Hours which a co-pilot has gained on previous JAR25 aircraft are not applicable.

Please note; It is the responsibility of the company representative to inform the Contractor when he reaches the required hours to move to a higher remuneration rate. The new rate will be applicable from the first day of the month following that in which the hours mark was achieved. This should be done by posting a query to the Contractor via the Brookfield option on the Hirer's Crewdock query system.

Line Training

No payment will be due from Contractor to the Service Company until the Company Representative is released from safety pilot during line training. At this point payment at the appropriate rate, less the €20 per scheduled block hour levied on the Service Company in relation to the cost of the Company Representative's line training, is due until the first day of the month following completion of line check. If more than 120 sectors are required to complete line check then the charge by the Hirer will be netted against the payment to the Service Company unless Brookfield receive express written authorisation to the contrary from an authorised person within Ryanair Flight Operations.

(B). Recurrent Training Fee payable by the Company representative €4.50 per scheduled block hour.

(C). Out of base allowance: €20.00 per completed scheduled block hour.
The supplementary inconvenience allowance is only payable where the Company Representative is:-

- Operating away from their assigned base after initial line-check or subsequently in exceptional circumstances at the sole discretion of the Hirer.

(D). The Hirer's Simulator and/or Base Training Instructors Remuneration
SFI/TRI €450 per Simulator Day
TRE €800 per Simulator Day

(E). Other fees

Company representative's uniform and ID's must be purchased direct by the Service Company.

2. Rostering Guidelines

(a). Assigned Base is the location published in the roster to the Company Representative from where the Company Representative starts and ends a series of duty periods within a block of working days.

(b). A series of duties will ordinarily be in a block of 5 or 6 days, and no more than the EU Ops limit of 7 days.

(c). Base changes will be ordinarily separated by 3 or 4 days, but no less than 2 days.

(d). Pilots should avoid travelling to a new Base on the first day of the series of duties and must ensure that they are adequately rested in advance of their flights.

(e). Travel to/from different bases during a series of duties from/to the assigned base will be considered deadheading and applicable duty time, flight time, rest rules and records apply.

(f). Ordinarily, a Company representative can expect to be assigned to the same base for at least three in every four blocks of duty and will be under the direct supervision of the Base Captain of the base to which he is primarily assigned.

• **EMERGENCY CONTACT DETAILS**

The Emergency Contact details we need are as follows. This is a mandatory requirement for Ryanair,

Your Name:

Address:

Country:

Nationality:

Passport No:

National Insurance Number/Which Country:

Home Phone:

Mobile Phone:

E-mail Address:

Date of Birth:

Captain or First Officer?

Marital Status: Single? Married? Other?

And Next of Kin (Emergency Contact) details,

Emergency Contact 1 Name: (NAME IN FULL)

Emergency Contact 1 Relationship of next of kin:

Emergency Contact 1 Address:

Emergency Contact 1 phone:

Emergency Contact 2 Name:

Emergency Contact 2 Relationship of next of kin:

Emergency Contact 2 Address:

Emergency Contact 2 phone:

ANNEX A

On an annual basis the Service Company will be obliged to supply the following documentation / information on request to the Contractor;

- Tax Clearance Certificate for the Service Company
- Tax Clearance Certificate for the Company Representative
- P35 or equivalent (Service Company End of Year Tax paid statement)
- P60 or equivalent (Company Representative End of Year Tax paid statement)
- Letter from Chartered Accountant approved by Brookfield Aviation confirming affairs of the Service Company and the Company Representative are up to date (please see attached Template 1 below)

Template 1

Brookfield Aviation International Limited
P.O. Box 279
Epsom
Surrey
KT19 8YJ

Dear Sirs,

Re: XXXXXX Ltd.

I confirm that I act as tax agent for the above named Limited Company.

I confirm that xxxxx Ltd. holds a current Tax Clearance Certificate and all its tax affairs with the (relevant tax office) are up to date. I also confirm that XXXX as Company Representative holds a current Tax Clearance Certificate and all his tax affairs with the (relevant tax office) are up to date. I also confirm that all outstanding tax liabilities to the (relevant tax office) are fully paid up and that there are also no arrangements in place.

Should you require any further information regarding the above, please do not hesitate to contact me.

Yours sincerely,

XXXXXXXXXXXXXXXXXX