

## Occupational Training Agreement

Cockpit4u Aviation Service GmbH, Mittelstr. 5, 12 529 Berlin-Schönefeld,  
- following "TRTO" -

Represented by

### Head of Training

a n d

Mr. / Mrs.

.....

Address:

.....

Phone / Mobile: .....

E-Mail: .....

- following "Student" -

Are entering the following agreement:

1. The TRTO is responsible for training required to acquire

**Type Rating Boeing 737 NG incl. Base Training and mediation of an employment contract  
incl. 500 block hours flight experience (see appendix A)**

based on statutory requirements of the training guidelines and occupational training agreement.

2. Training commences at the time the agreement is signed and legally required documentation is submitted. The student acknowledges the internal training regulations for theoretical and practical training, which are part of this agreement. He will receive a copy of the internal training regulations upon request. The student is obligated to comply with the legal regulations representing the basis for training of airmen and the TRTO's internal training regulations.

3. The TRTO is obligated to adhere to agreed upon type rating training deadlines. However, a binding agreement with regard to the duration of training cannot be set. It depends on the flight operational conditions and the qualifications and skills of the student. The TRTO is obligated to

ensure efficient and proper theoretical and practical training as long as the student contributes to the best of his ability. The TRTO's obligation will become void due to force majeure or state intervention.

4. The TRTO neither promises admission to the official examination or its existence. The training manager will determine the point of maturity to take an examination.

5. The student is obligated to complete his type rating training according to this agreement at Cockpit4u TRTO.

6. The student is obligated to pay the training costs of 45.000.- EURO when it becomes due (see appendix A).

The training costs are to be transferred, specifying the first and last name as well as customer number to the following account of the TRTO:

Account holder:	Cockpit4u Aviation Service
Account number:	073225500
BIC:	10070024
IBAN:	DE50100700240073225500
SWIFT:	DEUTDEDBBER
Bank:	Deutsche Bank, Berlin

Accommodation costs, costs for arrival and departure as well as meal expenses for the student are not included in the price.

7. The student assures by signing the occupational training agreement that he is able to immediately satisfy all of the TRTO's requirements based on the agreement and the submitted proposal. If the student experiences financial difficulties, he must notify the TRTO of such circumstances immediately.

8. The parties entering the agreement agree that the TRTO is only liable for damages occurring during flight operations to the extent that insurance coverage exists and applies.

Beyond this liability, the TRTO is not responsible for damages due to training or other events of damage in connection with the training of the student, no matter for what legal reasons, to the extent that this is legally permitted.

9. The student is liable for all damages for which he is at fault toward the TRTO. Exceptions are damages for which he is not at fault. If damages occurred as a result of non-compliance with instructions from the TRTO, teaching personnel, or statutory regulations, it will be assumed that the student is at fault, unless he can prove that he is not at fault. If a student does not appear at the simulator session without accurately timed cancellation, the full price will be additionally charged.

10. The TRTO has the right to terminate the training agreement prematurely for important reasons. An important reason applies especially if the student proves to be unsuitable either based on his character or with regard to his skills to reach maturity to take the exam, the student violates the training regulations, intentionally damages training equipment, or handles such equipment in a way that would appear to cause damage to the equipment.

11. The student has the right to terminate the training agreement prematurely.

12. A handling fee of EUR 350.00 accrues in case of cancellation of the training contract up to 30 days prior the start of training. This is to be transferred by the student to the aforementioned TRTO's bank account.

If the customer suffers from illness and therefore cannot attend the course at the given date the TRTO will offer an alternate course date at earliest convenience without invoicing the handling fee and any deposit refund. Medical certificate is required.

If the occupational type rating training agreement is terminated prematurely, tuition for practical training will apply up until that point in time for already held sessions in addition to the full tuition for theoretical training, training materials and all expenses incurred by the TRTO.

13. The student is obligated to manifest his skills with his own studies beyond the specified curriculum.

14. If individual provisions of this agreement are invalid, all other provisions will remain in effect.

15. Place of fulfillment is Berlin-Schönefeld.

Any additional agreements must be in writing.

Berlin-Schönefeld, .....

.....  
(Student)

.....  
(TRTO)

**Appendix A to Training Agreement from 07.12.2012**

- 1. Training.** Cockpit4u is responsible for the implementation of the type rating under JAA approved training program and the mediation of an employment contract incl. 500 block hours flying experience on type Boeing B737 NG of the airline partners. The implementation of the base training and the 500 block hours flight experience will be performed on sole responsibility of the airline partner. Cockpit4u only acts as a mediator of the base training and employment contract, latter is concluded separately between the student and the airline.
- 2. Cost.** The cost for the training program amounts to 45.000,- EURO and is due in 4 installments on the in §6 referred account of Cockpit4u as follows:

  - 10.000,- EURO due 10.12.2012
  - 17.000,- EURO due 31.01.2013
  - 9.000,- EURO due 01.03.2013
  - 9.000,- EURO due 01.05.2013
- 3. Premature dropout during the flight phase.** Should the student resign before the end of the guaranteed number of block hours of the flight program, a pro rata refund of the not flown block hours will be paid by Cockpit4u. The electronic records of the airline partner count as proof. The amount of the rebate is 36 EURO gross per not flown block hour.
- 4. Employment contract.** By signing the training contract no employment relationship between the TRTO and the student concludes. An employment contract between the student and the airline partner will be concluded. Admission to the type rating training is also carried out solely by the airline partner accounting to their internal regulations. Cockpit4u carries out the training of the student on the basis of the legal regulations as well as internal regulations of the airline partner.