GENERAL TERMS AND CONDITIONS FOR TRAINING PERFORMANCE

Czech Aviation Training Centre, s.r.o. (hereinafter referred to as CATC) based at K Letišti 934/2, 161 00 Prague 6 – Ruzyně, Czech Republic, is a company specialized in training of pilots, cabin crew, technical and other civil aviation staff and in selling training time of its Training Equipment at its Training Basis or at places agreed between Customer and CATC.

These General Terms & Conditions for training performance ('General Terms') are governing the relations between the Customer and CATC, its employees, officers, agents and other subcontractors as the case may be. They form a part of any written acknowledgement from CATC or any agreement between the Customer and CATC for ordered Training Services. The Customer accepts these General Terms by making use of CATC's Services and/or Training Equipment. In case of inconsistencies between these General Terms and any agreement in which is made reference to these General Terms, the agreement supersedes these General Terms.

1. DEFINITIONS

"Agreement": any agreement signed between Parties and specifying a name of the training course, an agreed price for the training course and other conditions.

"Authority": the local Civil Aviation Authority or any similar agency having jurisdiction either over CATC or over the Customer.

"CATC Instructor": person employed by CATC or a person who is in contractual relationship with CATC carrying out any part of CATC training services for students.

"Commencement Date": Commencement Date of Training Services as stipulated in the Agreement.

"Confirmed Commencement Date": a day about which is the Customer informed according to clause 4.4.

"Customer": companies or individuals purchasing the Training Services from CATC.

"Firm Order of the Customer": an accepted quotation of CATC by the Customer in writing.

"In writing": a signed paper document or an electronic mail (e-mail). Use of e-mail always requires confirmation by the recipient on receipt of the message.

"Party": either CATC or the Customer.

"Parties": means jointly CATC and the Customer.

"Session": means one (1) training or simulator session.

"Student": trainee who could be an individual Customer or a person employed by the Customer or a person who is in contractual relationship with the Customer.

"Taxes": any direct or indirect taxes (VAT, withholding, etc.), custom and other duties, fees, commissions and/or similar charges levied by a competent tax or customs authority or any government of any country, incurred in connection with these General Terms or otherwise related to these General Terms or to any transaction contemplated herein, or which are based upon or levied or assessed against Training Services.

"**Training Basis**": CATC premises at Vaclav Havel Airport in Prague, Hangar B, Czech Republic.

"**Training Equipment**": any equipment used to provide Training Services.

"**Training Services**": any and all kinds of trainings and training courses for pilots, cabin crews, technical and other staff provided by CATC to the Customer pursuant to the Agreement.

2. PRE-REQUISITES FOR TRAINING PROVIDED BY CATC

2.1 The main information about CATC Training Services is available on www.catc.cz. The Customer is also entitled to ask for further information about CATC Training Services, regulatory and other training requirements and pre-conditions, contacting info@catc.cz by email.

2.2 All Training Services shall be provided: (i) according to the CATC training programs approved by the Civil Aviation Authority of the Czech Republic, (ii) in English and (iii) at CATC Training Basis, unless otherwise agreed by the Parties in writing.

2.3 The Customer shall convey all requested information about Student to CATC prior to the Confirmed Commencement Date. The Customer is responsible for compliance with any requirements for Student´s qualifications, experience, language skills and all other requirements related to the particular Training Services.

2.4 The Customer shall ensure that any of its Students taking part in Training Services must be familiarized with proper and safe use of the respective CATC Training Equipment and shall comply with any Czech regulations and internal

rules applicable to CATC premises, which shall include but shall not be limited to all applicable security, health and safety regulations.

2.5 The Customer shall carry full and non-limited responsibility of all actions performed by himself and/or by its Students or Employees during Training Services.

2.6 No person under the influence of alcohol, drugs or similar addictive substances are permitted to enter Training Basis. Any cancellation of training due to such cases on side of Students or other Customer staff is non-refundable and shall be paid in full by the Customer.

2.7 When needed and as may be required, it shall be Customer´s responsibility to obtain approvals from Authority for use of CATC Training Services prior to the start of Training Services. CATC will provide all reasonable assistance in obtaining such approvals.

2.8 Should an examination be necessary to confirm the successful completion of the training course or its part, an exam will be held in accordance with the valid CATC conditions, programs and legal regulations. The same applies to any repeat exams.

2.9 In case the responsible CATC Instructor finds out or decides throughout an exam or check within the Training Services that the requested level of skills and abilities of the Student does not reach the level enabling the Student to continue with the next part of the Training Services, CATC recommendation to the Customer shall be issued according to the CATC training program and the Customer and/or the Student shall be informed by CATC in writing accordingly. If recommendation consists of any additional training including but not limited to additional sessions on CATC Training Equipment, CATC and the Customer shall mutually agree whether to give more additional training to the Student on Customer´s costs or to terminate the course. In case of the termination, all amounts already paid by the Customer, the amount invoiced or the amount to be invoiced for Training Services already provided by CATC are non-refundable and invoices shall be paid by the Customer by the due date.

3. QUOTATIONS, PROPOSALS AND PRICING

3.1 Quotation for CATC Training Services is prepared by CATC Sales Department and proposal is sent to the Customer in writing. Once the proposed conditions are agreed and accepted by Parties, the Agreement or Firm Order of the Customer and the General Terms form a final agreement of the Parties on the performance of particular Training Services.

3.2 All CATC prices are quoted exclusive of Taxes. Should CATC be legally required to withdraw any such taxes or duties, then the Customer will be informed about it and invoiced by CATC accordingly.

3.3 For the purpose of the invoice the quotations in a currency other than Czech crowns (CZK) are based on the exchange's rate in force at the time of quoting and unless otherwise stated, the price may at CATC's discretion be subject to revision up or down if any different rate of exchange shall apply at the date of invoice. The payment is however due in the currency agreed – usually Czech Crowns or Euro.

4. SCHEDULING, CHANGES AND CANCELLATION

4.1 CATC generally schedules Training Services for the Customer based on conditions agreed in the Agreement. Nevertheless, such schedule should be considered as a preliminary one because the final time schedule for particular training course or session subjects to availability of CATC Instructors and of the disposable training time on the Training Equipment.

4.2 CATC is not allowed to start any particular training course of session before a Commencement Date, unless otherwise agreed by the Parties in writing.

4.3 CATC is allowed to postpone a start of Training Services ordered by the Customer but is obliged to arrange a commencement of the Training Services not later than within 28 days following a Commencement Date.

4.4 The Customer is informed by CATC about actual commencement of Training Services in writing not later than 14 days before a Commencement Date.

4.5 CATC shall have the right to cancel a performance of the particular Training Services (including complete training courses) 14 or more days prior to the Commencement Date against full refund of the payments already made by the Customer in relation with such Training Service.

4.6 If the Training Services are not cancelled by CATC according to the rules stated in 4.5 and the Customer is not informed by CATC about a commencement of Training Services in writing as stated in 4.4, then CATC is obliged to perform Training Services according to the schedule agreed in the Agreement.

4.7 Training Services that have not started by CATC within 28 days following a Commencement Date

can be considered by the Customer as cancelled due to CATC fault. In such case, CATC is obliged to fully and immediately refund to the Customer all payments already made by the Customer in relation with such Training Services.

Cancellation of Training Services by the Customer must be made in writing to CATC's sales department. Cancellation of any confirmed Training Services ordered by the Customer entitles CATC to the payment of a percentage of the full price of the cancelled Training Services, based on a sliding scale as described below:

Date of notice served to CATC (prior to the Confirmed Commencement Date)	Cancellation Fee
14 calendar days inclusive and less	100% of full price
Between 15 and 30 days	75 % of full price
Between 31 and 50 days	50 % of full price
More than 51 days	No charge

4.8 In case of no-show by the Customer or by the Student in the agreed Training Services, CATC shall have the right to charge Customer cancellation fee on level of 100% of full price regardless of the reason of the no-show.

5. OTHER COSTS AND SERVICES

5.1 Customer shall be responsible for all costs related to the Training Sevices or the Customer's use of CATC's Training Equipment, including, but not limited to all transportation of Customer's personnel and all their living and incidental expenses, any license, certification, validation, approval, permission or any other document and the availability thereof, required by the Authority or needed for any other purpose for the performing of the Training Services and any costs involved for visa (if needed).

5.2 On request, CATC may assist the Customer in ordering other services for Students on behalf of the Customer, including but not limited to hotel bookings, flight tickets, visa and local transport arrangement. For such additional administrative assistance, CATC may charge the Customer with agreed administrative fee.

5.3 For costs being through-invoiced by CATC to the Customer for services provided by third parties to perform the Customer needs or for costs under the Customer's responsibility according to the Agreement (and originally paid by CATC), CATC shall add a service charge of ten per cent (10%) of such costs to its invoice. CATC will notify the Customer in advance of the price for third-party services.

6. PAYMENT TERMS AND INVOICING

6.1 Notwithstanding any other provision in these General Terms, 100% of ordered Training Services must be covered by the Customer's payment in advance, i.e. prior to the confirmed Commencement Date.

6.2 The Customer's payments for Training Services denominated in EUR are made on basis of CATC invoices by wire transfer to CATC bank account:

Bank Name: Komerční banka a.s. (KB)
Bank Address: Na Příkopě 969/33, Praha 1, ČR
Bank Account Owner: Czech Aviation Training Centre, s.r.o.
Bank Account Number: 115-6698180257/0100
Bank Account Currency: EUR
IBAN: CZ3201000001156698180257
SWIFT: CKOMBCZPPXXX

6.3 The Customer payments for Training Services denominated in CZK are made on basis of CATC invoices by wire transfer to CATC bank account:

Bank Name: Komerční banka a.s. (KB)
Bank Address: Na Příkopě 969/33, Praha 1, ČR
Bank Account Owner: Czech Aviation Training Centre, s.r.o.
Bank Account Number: 115-6698380267/0100
Bank Account Currency: CZK
IBAN: CZ4301000001156698380267
SWIFT: CKOMBCZPPXXX

6.4 All costs related to the transfer of the payment according to 6.2 and 6.3 shall be paid by the Customer.

6.5 In case the Customer fails to pay for Training Services in advance as stipulated above, CATC has the right to refuse providing Training Services.

6.6 Any payment not made when due shall carry interest at 0,05 % (per cent) per each delayed day.

6.7 In case the Customer fails to pay for Training Services in advance as stipulated in 6.1. hereabove and CATC does not use its right to refuse providing Training Services as stipulated in 6.5. hereabove so that Training Services are still provided to this Customer and Customer fails to pay for provided Training Services even thereafter, CATC shall have

the right, any time in the future, to suspend and/or refuse providing Training Services to such Customer until the amount due is fully paid by this Customer.

7. TAXES

7.1 The Customer accepts liability for, agrees to indemnify for and hold CATC free and harmless from any taxes, charges, duties and/or other assessments ("Taxes"), including interests and penalties, arising out of or connected with the execution of the Agreement and imposed by any government or Authority (not being the Czech Government or Czech Civil Aviation Authority).

7.2 Should CATC be obliged to pay such Taxes, then the Customer shall reimburse these Taxes to CATC within fifteen (15) days after CATC's request.

8. TECHNICAL FAILURE OF TRAINING EQUIPMENT

CATC shall use its best efforts to maintain the Training Equipment in such condition that enable CATC to satisfy Customer needs in Training Services agreed in the Agreement. Furthermore, if Training Equipment due to a failure or malfunction is unable to perform or complete any agreed Session or its part CATC shall use its best efforts to correct the situation and ensure that the delay is of shortest possible duration. CATC shall then arrange (in cooperation with the Customer) such compensatory time as is required for suitable completion of the planned Training Services.

9. LIABILITY AND INDEMNIFICATION

9.1 Each Party shall assume all risk and liability for any loss, damage, death and injury caused by its officers, directors, employees, agents, and Students, except in the event that such loss or damage is caused by the willful misconduct or gross negligence of the other Party.

9.2 CATC contractual liability for Training Services shall be limited to the refund of the payments made by the Customer in relation with Training Services.

9.3 The Customer shall be liable for all damages to Training Equipment and to Training Basis if caused by the Customer, its officers, directors, employees, agents, and Students (expect for CATC and its employees).

9.4 Customer undertakes not to make any public statements or engage in conduct which may harm the reputation or goodwill of CATC.

10. FORCE MAJEURE

10.1 Parties shall not be in default by reason of failure to perform its obligations hereunder if such failure results from an event of Force Majeure including but not limited to: explosions, war or threat of war, fire, flood, adverse weather conditions, labor disputes, strikes, lockouts or other industrial actions, riots or civil commotion, sabotage, earthquakes and natural disasters, restrictions, regulations, prohibitions, acts, omissions or measures of any governmental, parliamentary or local authority.

10.2 The burden of proof rests on the Party relying upon Force Majeure. This Party shall immediately inform the other Party about the situation and convey all the information indispensable for verification.

10.3 In the event that any failure pursuant to clause 10.1 above results in a delay of more than sixty (60) days, either Party shall be entitled to cancel all or part of the Agreement by written notice to the other Party without any liability for loss or damage caused by such failure to perform.

11. EXCUSABLE DELAY

CATC shall use reasonable endeavors to meet any estimated or agreed period or date of completion of the Training Services. CATC shall not be liable for the consequence whether direct or indirect due to any delay in the performance of the Training Services.

12. INSURANCE

The Customer shall maintain any and all insurances cover for its personnel, such as but not limited to insurance covering general liability, personal injury and/or death, expenses relating to medical and dental treatment, loss or damage of personal property and/or property of CATC and liability towards third parties, whereas CATC shall not cover any direct or indirect associated costs or expenses arising out of any of these.

13. CONFIDENTIALITY

Any agreement between the Customer and CATC shall be treated by both Parties as confidential and shall not be released in whole or in part to any third party without prior written consent of the other Party. In case of wet-lease of Training Equipment, complex, modular and type rating courses, the Customer explicitly authorizes CATC to file and archive specific information of the Student, including Student's performance during the training. CATC shall not disclose such information to any third

party without the prior written consent of an authorized representative of the Customer with the exception of disclosure these information to the Customer's and/or the Student's Authority, if required so.

14. DOCUMENTATION

14.1 Any material that CATC, either uses during the Training Service or distributes to Students for the purpose of the training, shall be for the sole purpose of such training. The Customer shall ascertain that Students and/or other individuals working for the Customer do not carry or use such material as part of their operational material for operating the aircraft.

14.2 All training content, including but not limited to manuals, presentations, and other documentation used or provided during the Training Services, shall remain the exclusive property of CATC. With the exception of disclosure to regulatory Authorities, the Customer shall not reproduce, transmit, transcribe, store in a retrieval system or translated into any language in any form by any means, use for Customer's own purpose, or disclose to any third party, any of CATC's proprietary documentation, unless specifically authorized thereto by an authorized representative of CATC.

15. TERMINATION

15.1 These General Terms shall become binding for the Parties upon signature of the Agreement by both Parties and shall enter into force on the same date. It shall remain in effect for the Parties for a term of the Agreement.

15.2 Either Party may terminate the Agreement in its entirety or regarding individual Training Specification, appendices and annexes without indication of reasons upon three months' notice.

15.3 The right of either Party to terminate the Agreement for cause remains unaffected. An important cause shall include but not be limited to the opening of insolvency proceedings over the assets of a Party or the rejection of the opening of the insolvency proceedings for lack of assets. CATC shall also be entitled to terminate the Agreement for cause if the Customer is in default of payment vis-à-vis CATC for more than two months and does not make payment despite an ultimate written warning. In the event a termination notice is given for cause, the Agreement shall terminate with effect of the end of the day in which such notice is received by the other Party.

15.4 Notices of termination shall be made in writing.

16. SEVERABILITY

In the event of any clause of these General Terms being rendered or declared ineffective or invalid by any legislation or rule of law or by any decision of any court of competent jurisdiction, the remainder of any affected clause or provision of these General Terms shall remain in full force and effect.

17. NOTICES

Any notice, request, requirement, approval, consent or other communication in connection with these General Terms and with the Agreement shall be given in writing and:

- if delivered by hand shall have been deemed received when so delivered, or
- if delivered by registered mail shall be deemed to have been received by the addressee on the day on which it shall have been signed as received, or
- if faxed or emailed, shall be deemed to have been received by the addressee upon electronic acknowledgement.

18. WAIVER

Any failure, delay or indulgence on the part of CATC in exercising any power or right conferred hereunder shall not operate as a waiver of such power or right nor preclude the exercise of any other right or remedy hereunder, and shall be without prejudice to the legal rights of CATC and the obligations of the Customer shall continue in full force and effect.

19. LAW/JURISDICTION

The Agreement and these General Terms shall be governed by and construed in accordance with the laws of the Czech Republic.

The Parties hereto irrevocably agree that the courts of the Czech Republic shall have jurisdiction to settle any dispute which may arise out of or in connection with these General Terms and/or the Agreement.

20. AUDITS

20.1 The CATC, as a Training Organisation, retains full control over the quality system related to all contracted training. By agreeing to these General Terms, the Customer acknowledges that any training conducted at CATC premises, at third-party or at Customer premises , remains subject to the oversight of the Czech Civil Aviation Authority (Czech CAA). The Customer further acknowledges that Czech CAA auditors are permitted to

access, audit, assess, and examine the trainees, instructors, and training materials on-site or during online training.

20.2 The Customer shall provide all necessary cooperation to enable such audits, including ensuring access for Czech CAA auditors to any Customer´s premises where training is conducted, to relevant documentation, and to any personnel involved in the training.

20.3 Such audits and the disclosure of information or access granted to the Czech CAA shall not be deemed a breach of confidentiality obligations under these General Terms.

21. RECORDING OF TRAINING OR EXAMINATION

21.1 The Customer acknowledges that CATC may be subject to oversight by the Czech Civil Aviation Authority (Czech CAA) at third-party premises or at Customer premises and that theoretical and practical training, or partial, or final examinations, may be subject to audiovisual recording for the subsequent review and assessment by the Czech CAA. Such recordings shall be retained exclusively for the Czech CAA´s needs and in compliance with the EU GDPR. Audiovisual records shall be retained in the CATC secured storage for up to 5 years.

21.2. CATC shall act as the data controller for such recordings, and the recordings shall be processed solely for the purpose of fulfilling CATC's legal obligations and regulatory oversight requirements pursuant to applicable aviation regulations.

21.3 Access to recorded materials shall be strictly limited to authorized CATC personnel and authorized representatives of the Czech CAA and only to the extent necessary for the purposes defined herein.

21.4 CATC shall inform all participating Students, employees or other persons involved in the training or examination about the possibility of such audiovisual recording prior to the commencement of the training or examination. The Customer shall reasonably cooperate in informing participants prior to the commencement of training or examination.

21.5 Recordings shall not be used for any purpose other than those explicitly stated above and shall not be disclosed to third parties, except when required by law or by competent authorities (Czech CAA).

In witness whereof, the Parties have executed these General Terms on the dates below mentioned.

On behalf of:

Czech Aviation Training Centre, s.r.o.

Date:

Name:

Title:

Signature:

On behalf of:

Customer:

Date:

Name:

Title:

Signature: