

AGREEMENT No [REDACTED] /2016/508

for

[REDACTED]

Between

[REDACTED]

(hereinafter referred to as the “Customer”)

And

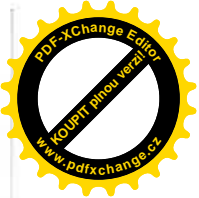
[REDACTED]

(hereinafter referred to as the “MRO”)

And

[REDACTED]





This Agreement is made on the date of the signatures of all Parties between:

(1)

[Redacted]

referred to as the "Company", represented by its General Director Mr. [Redacted]

(hereinafter referred to as "Customer"),

And

(2)

[Redacted]

(hereinafter referred to as "MRO"),

And

(3)

[Redacted]

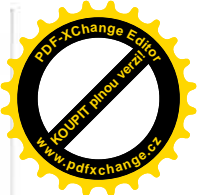
(hereinafter referred to as [Redacted])

(all hereinafter referred as "Parties" or "Party")

Whereas:

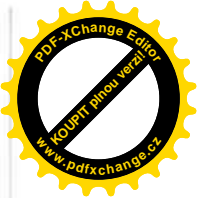
- A) MRO shall perform [Redacted] aircraft as agreed by the Parties
- B) Customer is the operator of the [Redacted] Aircraft;
- C) MRO is a provider of the maintenance, overhaul, repair and modification services of the [Redacted] aircraft; MRO may loan [Redacted] to Customer under terms of this Agreement;
- D) Customer may require such services from time to time for its own fleet;
- E) Customer is willing to perform the services in accordance with the terms and conditions of this Agreement;





F) The Parties wish to stipulate terms and conditions concerning their liability and insurance requirements with respect [REDACTED]



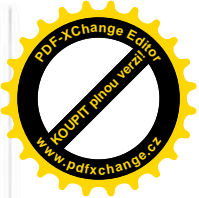


1. DEFINITIONS AND ABBREVIATIONS

In this Agreement the following definitions apply:

AD	Airworthiness Directive
Agreement	This Agreement including any side-letters, attachments, exhibits and annexes hereto including all amendments and supplements to this Agreement as are agreed in writing between the Parties
Approved Data	Any information necessary to ensure that the aircraft or aircraft Component can be maintained in a condition such that airworthiness of the aircraft, or serviceability of operational and emergency equipment as appropriate, is assured
Approved Maintenance Repair Organization, or MRO	Maintenance, Repair, Overhaul provider approved and certified by national authority and additionally by EASA and/or FAA
Aviation Authority	The competent body responsible for the safety regulation of Civil Aviation in any relevant country
BER	Beyond Economical Repair; an Item is deemed to be BER in case the costs for rectification of the Item exceed or are likely to exceed sixty five percent (65%) of the OEM price
Certificate of Conformance, or COC	A document to certify maintenance or manufacturing according to stipulated process specifications.
Certificate of Release to Service, or CRS	The Certificate of Release to Service (EASA Form 1, FAA Form 8130-3) confirms on behalf of the Aviation Authority approved maintenance / production organization that, unless otherwise specified, the listed actions have been carried out in conformity with the Quality Manual by personnel with appropriate authorizations and in accordance with approved regulations. It also confirms that the aircraft Component has been released to service with respect to the work carried out
Components Maintenance Manual, or CMM	Any Components Maintenance Manual issued by the respective manufacturer
Component	A part, assembly (which can be installed as a unit and perform a distinctive function necessary to the operation of a system) or permanently installed emergency operation equipment; for the maintenance organization also a





complete powerplant and its parts. Components require aviation authority approval (EASA Form One, FAA 8130-3 or equivalent).

CRIT/AOG

Critical or Aircraft on Ground, as such terms are commonly understood in the aviation industry

Customer's Excusable delay

Delay with delivery of a/c under the reasons beyond Customer's reasonable control.

Day

Calendar day

Defect/s

Any confirmed abnormal or unusual condition of an Item following any of the Services rendered in respect of that Item under this Agreement whether or not this could eventually result in a failure

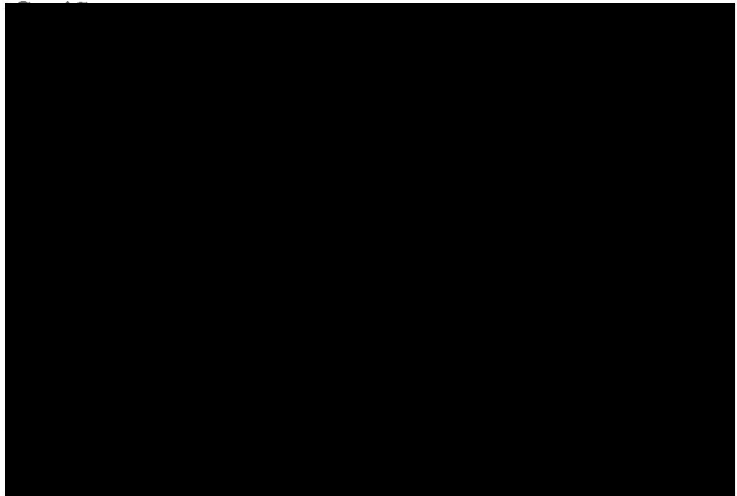
DER

Designated Engineering Representative

DOA

Design Organization Approval

Dual Release



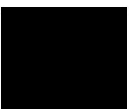
EASA

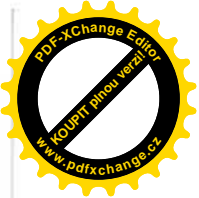
European Aviation Safety Agency

EASA Material Categories

Aircraft Components: A part, assembly (which can be installed as a unit and perform a distinctive function necessary to the operation of a system) or component, or permanently installed emergency operation equipment; for the maintenance organization also a complete powerplant and its parts. Aircraft Components require aviation authority approval (EASA Form 1, FAA 8130-3 or equivalent)

Standard Parts: Parts which are defined in conformity with a national / international standard or specification, e.g. DIN / MS / NAS, or which are defined by a type certificate holder





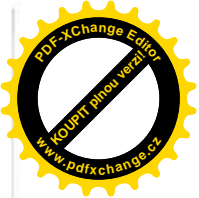
in a standard parts manual which has been approved by the national authority

Raw Material: Semi-finished products, e.g. sheet metal, plastic profiles, which requires additional work before it can be used in a specific application

Consumables: Fluids, such as cleaning agents, pickling agents, primers, paints etc., for surface treatment, adhesives, additives for welding or plasma jet welding, or other auxiliaries or additives, such as lubricants and fuels

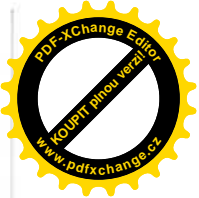
Extended Workbench	Non EASA Part 145 Organizations working under the quality system of a EASA Part 145 Approved Maintenance Organization (Sub-contracting)
FAA	Federal Aviation Administration of the United States of America
FOC	Free of Charge
IATA-DGR	International Air Transport Association – Dangerous Goods Regulations
INCOTERMS	Regulations of the International Chamber of Commerce for freight forwarding, including transportation insurance as published by the International Chamber of Commerce as “Incoterms 2000”
Inspection/To Inspect	The examination of/to examine an Item to establish conformity with an approved standard
Item/Maintained Item	Any level of hardware assembly (i.e. system, subsystem, module, accessory, Component, unit, Part, etc.) to be serviced under this Agreement, as specified in Attachment A or as agreed in writing between the Parties
LDG	Landing Gear set
Life Limited Part or LLP	means the limitation of use of a part in cumulative flight hour, flight cycles or days as specified by manufacturer or Aviation Authorities
LRU	Line Replaceable Unit
Maintenance/To Maintain	Any one or a combination of Overhaul, Repair, Inspection, Replacement or Modification of an Item Those actions required for restoring or maintaining an item in serviceable condition, including servicing, repair,


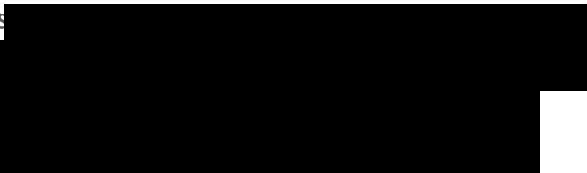
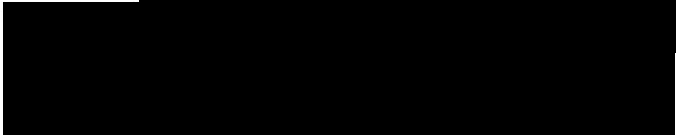




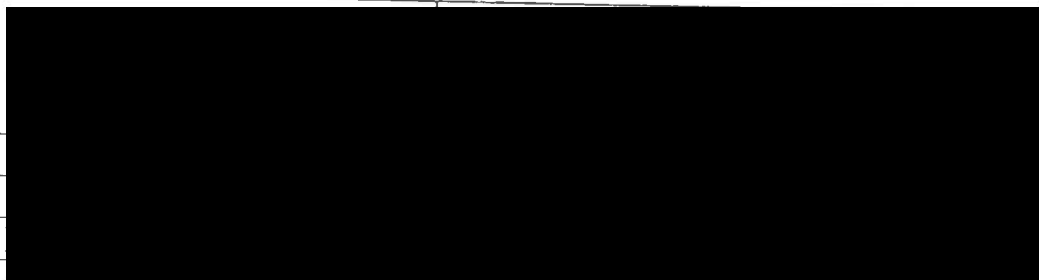
	modification, overhaul, inspection and determination of condition.
Mandatory Modification	Any Modification required by law, regulation or order issued by any competent body or Aviation Authority in any relevant jurisdiction
Materials	Any materials supplied to Customer by MRO as part of the Service of any Item
MLG	Main Landing Gear
Modification/To Modify	The alteration of/to alter an Item in conformity with an approved standard
MRO Excusable Delay	Delay as it is defined in article 2
NAA	National Aviation Authority
NDT	Non Destructive Testing
NLG	Nose Landing Gear
OEM	Original Equipment Manufacturer being the original manufacturer of an Item, Part or Component
Overhaul	The restoration of an Item by Inspection, replacement and/or Repair in conformity with an approved standard to a condition “as new”
Part	One or more pieces joined together which are not normally subject to disassembly without destruction of designed use
Party/Parties	MRO or Customer / MRO and Customer collectively
PMA part	Part of aircraft or aircraft component, manufactured under FAR 21 Subpart K “Part Manufacture Approval”
Quality Department	Department responsible for quality matters
Quality Manual	Maintenance Organization Exposition
Repair/To Repair	The restoration of/to restore an Item / aircraft Component to a serviceable condition by replacing or processing failed or damaged parts in conformity with an approved standard
Scrap Material	Parts which are non-repairable according to OEM Manual
Services	All services and all work and actions such as but not limited to the services specified in this Agreement otherwise agreed upon in writing as are to be performed by MRO in






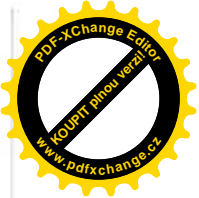
	accordance with the terms of this Agreement
SB	Service Bulletin
SL	Service Letter
Standard Exchange	immediate change of unserviceable Component for serviceable one
Subcontracting/To Subcontract	The contracting of any Services to a Subcontractor
The contracting of any Services to a Subcontractor	
	means the 
SRM	
TBO	Standard Replacement Material
	To be Overhauled
Technical Defect	Any finding during maintenance out of OEM Manual repair capabilities
Turnaround Time; or TAT	The period of time agreed upon between the Parties for the rendering of the Services from the date of Delivery until the date of Redelivery
Warranty Repair Claim	A claim under the warranty given under this Agreement made in accordance with Article 8
Work Order; or WO	Any work order served by Customer to MRO

2. SUBJECT OF THE AGREEMENT









According to this Agreement the MRO will perform [REDACTED] by the schedule as specified below:

[REDACTED]

[REDACTED]

After finishing [REDACTED]

The aircraft downtime starts at the moment the aircraft is free from commercial operations and has entered MRO's maintenance hangar facilities and is ready to enter the maintenance check program.

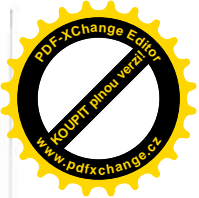
The aircraft downtime ends at the moment MRO completed the work package and the aircraft is ready for flight crew ground check and /or test flight, if applicable.

[REDACTED]

The agreed TAT may be extended in case of force majeure in accordance with clause 13.

Any delay due to the Customer, such as late delivery to the MRO of the aircraft; components, parts and/or material due to be supplied by the Customer, or being supplied on time are later found to be unserviceable or in not sufficient quantity, shall constitute an excusable delay on the MRO's side (MRO Excusable Delay) and the MRO shall have no liability towards the Customer for such delay.





The Customer will provide the MRO with schedule of exact terms [REDACTED] which must be modified at least in a period of 1 (one) month before [REDACTED]

3. SCOPE OF SERVICES

3.1 WORK ORDER

For any Work/Service to be performed by the MRO hereunder, the Customer shall issue and send a WO to the MRO in electronic form based upon the terms and conditions of this Agreement. The terms of this Agreement shall be incorporated by reference into the WO. If there is a conflict between the terms of the WO and the terms of this Agreement, the terms of this Agreement shall prevail.

If such work order issued by the Customer is accepted by MRO, MRO confirms acceptance in writing by executing a written order acknowledgement.

The MRO shall perform all Services according this Agreement in accordance with Customer's WO, AMM and CMM.

3.2 ROUTINE WORK

The following Services are included [REDACTED] ("Routine Work"):

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

3.3 ADDITIONAL WORK

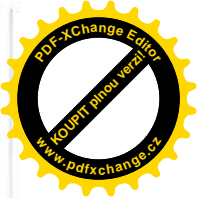
Subject to availability and in addition to the Routine Work and not covered by Fixed Price, MRO shall perform all other work that is required or – in MRO's reasonable discretion and subject to Customer's written consent – deemed necessary to regain airworthiness of the aircraft ("Additional Work").

[REDACTED]

In particular, Additional Work shall be, but is not limited to:

- [REDACTED]
- [REDACTED]





-
-
-
-
-
-
-

4. PRICES

4.1 FIXED PRICE FOR ROUTINE WORK:

[Redacted content]

4.2 TIME AND MATERIAL BASIS RATES

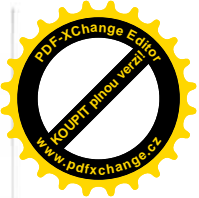
[Redacted content]

The prices are stated excluding VAT and local fees and other taxes.

All material for non-routine works shall have status «new» and shall be charged

[Redacted content]





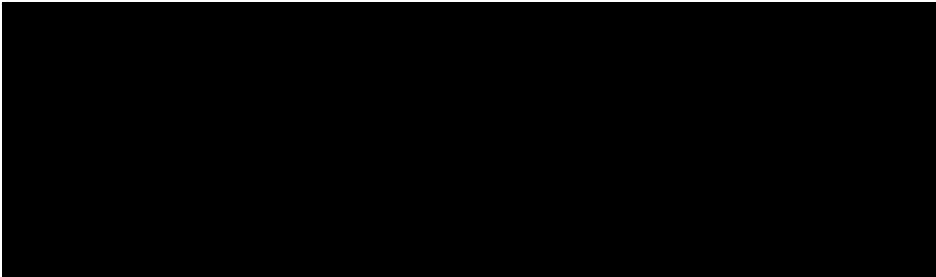
Material for modifications, Service Bulletins/Service Letters and Life Limited Parts will be charged separately.

For Standard Exchange component removed as well as for returned loaned component in the case of damage or fault, Customer shall bear the cost of the repair / Overhaul. In the case the repair/Overhaul is considered by repair station like BER (beyond economical repair) Customer shall pay 100% of purchase cost of relevant material with the same utility.

4.3 PENALTY

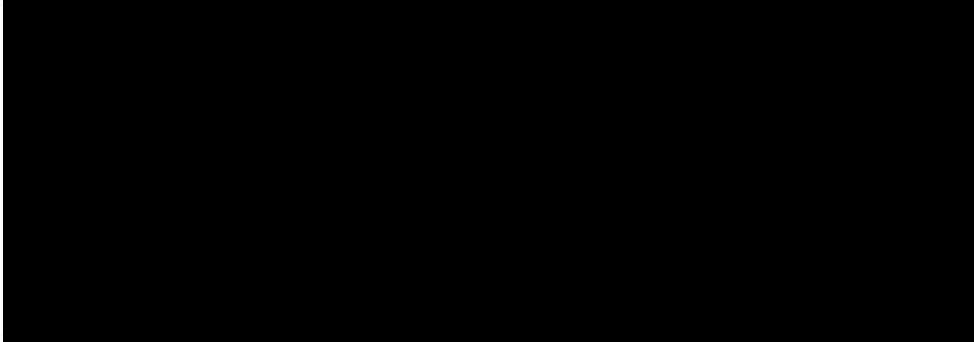
Delayed Delivery

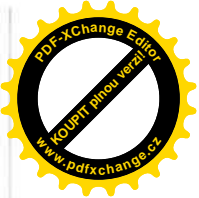
In case of delayed Delivery and subject to there is no Customer's Excusable delay of a/c to CSAT, as per Article 7.1 of this Agreement, the Customer will pay to MRO the contractual penalty as follows:



Delayed Redelivery

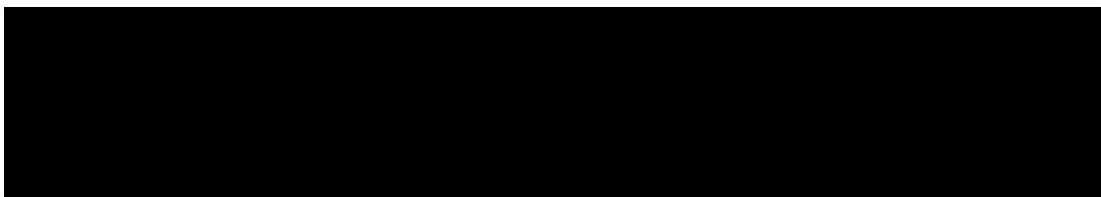
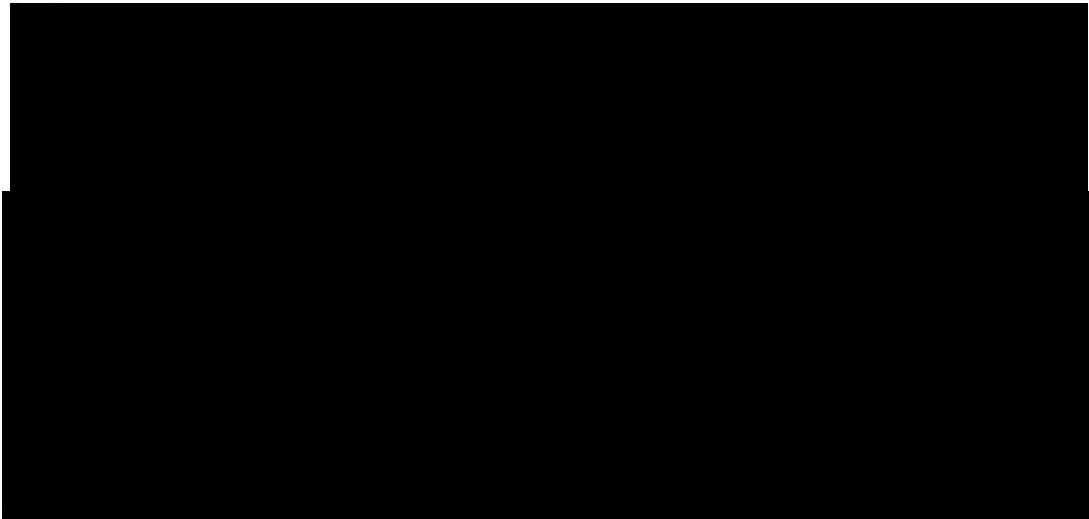
In case of delayed a/c Redelivery to the Customer and subject to there is no MRO's Excusable delay, as per Article 7.1 of this Agreement, MRO will pay to the Customer the contractual penalty to the Customer's account as follows:





5. PAYMENT TERMS

Payment terms shall be as follows:

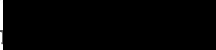


6. MATERIAL SUPPORT

The MRO shall support the Customer with spare parts and consumable materials during maintenance event.

All new spare parts shall have certificates such as EASA Form 1 or FAA 8130-3.

All repaired/ overhauled spare parts shall have certificates EASA / FAA form (Dual release).

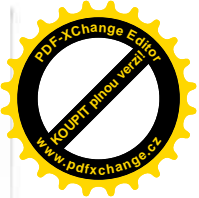
Boeing OEM and Boeing licensed parts shall be used within 

All material required for  shall be supplied by the MRO until otherwise explicitly requested and agreed.



No PMA Parts are allowed under this agreement except consumables such as gaskets, brackets and seals that can be used only under a prior written Customer's consent. Parties are entitled to deliver the documents under this provision to the other Party via email.





7. WARRANTY AND QUALITY ASSURANCE

7.1 Warranty Period

The warranty period for LDG replacement works performed by MRO shall [REDACTED]

7.2 Compliance with EASA/FAA requirements

All works within this Agreement shall be released for approval and certified in accordance with requirements of the EASA, FAA (Dual Release) and BDCA.

7.3 Audit

The Customer and its legal authority may by prior written notice to the MRO and at the Customer's own cost, engage the MRO for purpose of auditing at the location of MRO facilities. Such notice shall contain a description of areas to be audited.

7.4 Customer's Representative

The Customer may send to MRO's maintenance base, one (1) representative for an agreed period of time during the performance of the Services. The Customer's representative shall be qualified and authorized to agree the performance of any work. MRO shall provide the Customer's representative with

- (a) appropriate office space and
- (b) access to communication facilities, at no costs involved for the Customer.

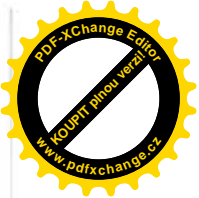
The Customer shall pay all costs of such representative including travel and accommodation.

The Customer shall be responsible for all visas. At least four (4) weeks before arrival, the Customer shall give MRO details of the representative stating

- (a) name (family and first name)
- (b) date and place of birth
- (c) nationality and passport number
- (d) job title and
- (e) any other information that may be required by airport authorities, e.g. for access to facilities.

MRO shall reasonably support the Customer in obtaining permission to access to the facilities from the competent authorities; however MRO shall not be responsible if such permission is delayed or not granted.





8. DOCUMENTATION

Documentation supplied to Customer within one (1) month after Redelivery

- All stamped and performed Routine Work.
- All stamped and performed Additional Work, specified in modifications, open defect, etc..
- All stamped and performed Repairs, including approved data and all relevant data.
- A scanned pdf file of the stamped routine, additional, finding, defects and repairs data. (up to 14 days after redelivery term.)

All technical records copy shall be provided during the maintenance event in electronic format PDF. There should be provided copy of all technical documentation till the end of maintenance event.

The MRO should provide components capability list and its update on regular basis.

The MRO shall provide scrap and inspection reports.

MRO on the daily basis shall provide to Customer removals and installations report of components and materials used during previous calendar day, report on the components and materials arrived to the warehouse, released from the warehouse and the current status of the Customer's materials within the storage.

MRO shall provide the rotatable Component removal-installation index list with Job Cards cross-reference.

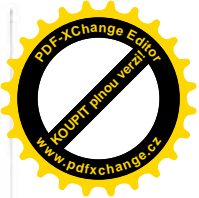
All technical records shall be provided in English.

9. SUBCONTRACTING

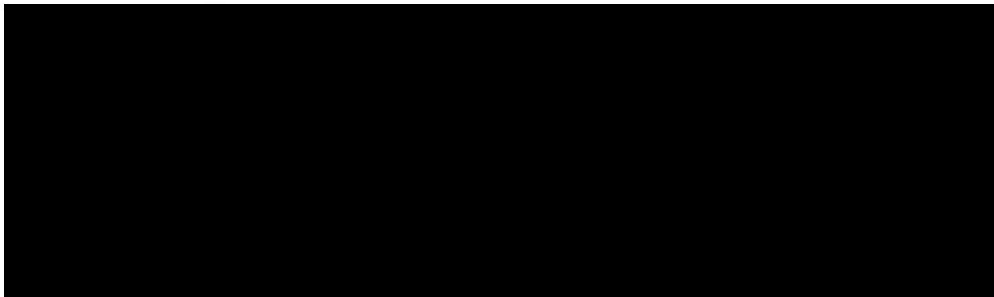
If any services to be performed under this Agreement

- (a) are usually or customarily performed by a third party or
- (b) have to be subcontracted to a third party because of their peculiarity or
- (c) cannot be performed by MRO for reason of its own operational limitations even after a diligent MRO effort to correct this situation (information on that should be timely provided to the Customer) or
- (d) for any other reason, MRO may subcontract such services to a third party if they are an appropriately approved or accepted in written by the Customer, EASA and, if applicable FAA and/or National Authority Approval part 145 maintenance organization for the relevant services.

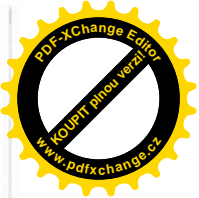
If MRO subcontracts any services, MRO is solely responsible to the Customer under and according to this Agreement.



10. LIABILITY

- 10.1 The Customer, its officers, directors and employees (the “Customer”) agrees to indemnify, defend and hold harmless MRO its directors, officers, agents, employees and Subcontractors from and against all claims, losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) which MRO its directors, officers, agents, employees and Subcontractors may suffer or incur by reason of bodily injury of or property damage to third parties arising out of or in relation to the Services or otherwise in connection with this Agreement, except only to the extent caused by the gross negligence or willful misconduct of MRO.
- 10.2 MRO agrees to indemnify, defend and hold harmless the Customer its directors, officers, agents, employees and Subcontractors from and against all claims, losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) which the Customer may suffer or incur by reason of bodily injury of or property damage to third parties arising out of or in relation to the Services or otherwise in connection with this Agreement to the extent caused by the gross negligence or willful misconduct of the MRO.
- 10.3 Notwithstanding the above each Party shall take responsibility for any death of or injury to its own employees unless caused by the other Party’s Negligence or willful misconduct.
- 10.4 MRO shall be responsible and liable for any loss of or damage to property of the Customer or injury to or death of any person to the extent caused by the gross negligence or willful misconduct of the MRO its directors, officers, agents, employees and Subcontractors.
- 10.5 Neither Party shall be liable for any indirect or consequential damages or losses, including, but not limited to, loss of profit. Neither Party shall be liable for any reason for special, indirect, incidental or consequential damages, such as but not limited to loss of revenues, loss of profits, loss of prospective economic advantage or loss of use resulting from this Agreement. Neither Party shall be liable for punitive damages whatsoever.
- 10.6 The liability which cannot be limited or excluded under the applicable law shall not be limited or excluded.
- 10.7 





11. FORCE-MAJEURE

No Party shall have any responsibility for failure to perform any of its obligations completely or partially if such failure is as a consequence of circumstances beyond one's reasonable control (Force majeure) such as fire, natural calamities, war, military actions, blockage, industrial action, civil commotion, transport accidents, export and import prohibition, that arise after the execution of this Agreement.

If any of such Force Majeure event directly affects the delivery/ TAT period stipulated in the Agreement, then this delivery/ TAT period shall be correspondingly extended for the period of the duration of such Force Majeure event.

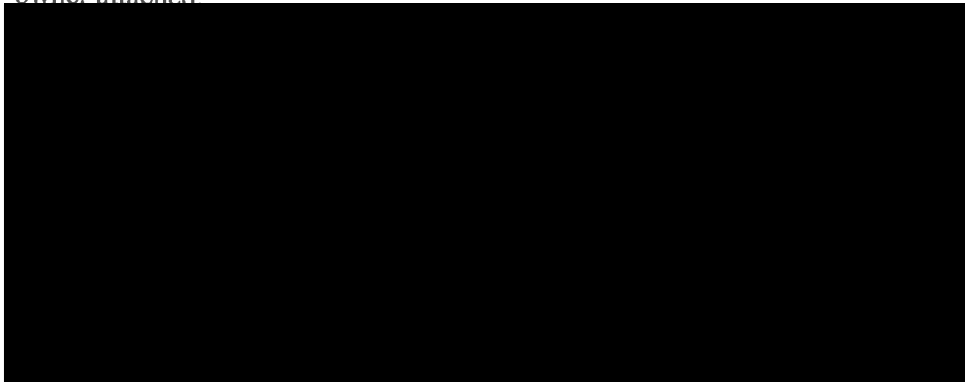
The Party which cannot fulfill its obligations because of such Force Majeure event shall notify the other Party in writing as soon as possible after the beginning of the event but [REDACTED] from commencement of such Force Majeure event. Such notification should advise the expected duration of the Force Majeure event.

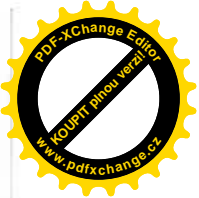
If such Force Majeure events continue for more than 1 (one) month, the Customer and the MRO shall discuss the future of this Agreement. Should the Parties not come to an agreement, the Party not affected by the said Force Majeure event shall have the right to cancel this Agreement in full or with regard to the deliveries/ services affected by such Force Majeure event. This Party shall immediately inform the other Party of its decision.

12. CONFIDENTIAL INFORMATION

12.1 The Parties shall not disclose confidential information or use the same other than for the purposes of performance of the obligations under this Agreement. Party that received confidential information will take any and all actions for its protection, with such actions being not less than those normally taken for protection of its own confidential information.

The information shall be deemed confidential if it is obtained for the purposes of performance of this Agreement and contains, without limitation, the following: commercial secrets, personal data, information protected by law, or information marked by the disclosing Party as "Confidential" or "Strictly Confidential" on the date of disclosure with full name and location data of the owner attached





12.2 Not later the date of this Agreement execution the MRO shall provide the Customer with the information about a chain of its all beneficiaries, including ultimate beneficiaries, and about members of its executive board in due form of Annex hereto, providing relevant supporting documents. In case of any changes in the chain of beneficiaries, including ultimate beneficiaries, or in the executive board, the MRO shall promptly notify the Customer of such changes, providing relevant supporting documents. In case of breach or refusal to perform this obligation the Customer may, unilaterally and without judicial procedures, repudiate the Agreement by giving written notice three (3) days prior to the date of termination.

12.3 The Parties have agreed that, pursuant to Czech public law (Act. No. 340/2015 Coll., Contract registration act) this Contract shall be published in Czech contract register and that all prices, serial numbers and part numbers and identification data of the Parties constitute commercial secret and shall not be published.

13. GOVERNING LAW AND JURISDICTION

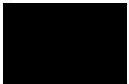
13.1 This Agreement and any legal matters that may arise out of or in connection with this Agreement shall be subject to and construed exclusively in accordance with the laws of the Czech Republic excluding Czech law's conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

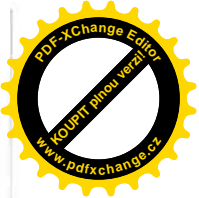
13.2 Any dispute, claim or controversy relating to, arising out of, or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination, shall be finally resolved unless is previously resolved amicably, under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators, out of who one shall be appointed by each of the Parties and the chairman in accordance with the said Rules. The Parties hereby agree that this Agreement shall be governed by and construed in accordance with the laws of Czech Republic without regard to the conflicts-of-law provisions. Any and all disputes arising from this Agreement or in connection with this Agreement shall be submitted to a general court of competent jurisdiction vis-à-vis MRO within the meaning of Section 89a of Act No. 99/1963 Coll., the Rules of Civil

14. INSURANCE

14.1. During the Term of this Agreement (and in respect of products liability insurance only, for a minimum period [REDACTED] after the termination or expiration of this Agreement or upon redelivery of the Aircraft to the Customer, whichever occurs first), MRO shall effect and maintain at its own cost and in full force:

[REDACTED]





14.2

[Redacted]

and, in respect of liability insurance only for (but in respect of hull and spares cover, only for such period the Aircraft remains in the fleet of the Customer) after the termination or expiration of this Agreement or upon redelivery of the Aircraft to the Customer, whichever occurs first (but in respect of products liability only from the moment the Aircraft is not operated by or is not in the care, custody or control of the Customer anymore), Customer shall effect and maintain at its own cost and in full force:

- a) Hull All Risks (including war risks) covering loss or damage of the Aircraft, on which [Redacted] under this Agreement is installed, and
- b) Spares All Risks (including war risks) insurance covering engines and parts [Redacted] under this Agreement and any other parts or items of Customer delivered to MRO) whilst not installed on the Aircraft (including transportation from the MRO's facility to the Customer's facility and vice versa, if such transportation is applicable), and
- c) Aviation Legal liability insurance with respect to the Aircraft (including to the extent available war and allied perils coverage [Redacted])

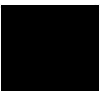
[Redacted]

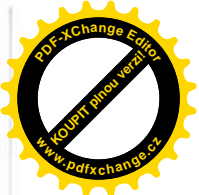
product liability and war and allied perils coverage or such higher amount required by applicable law.

The above liability insurance shall name MRO, its directors, officers, agents, employees and Subcontractors as additional insureds (hereinafter referred to as "Additional Insured") but only to the extent of the indemnity and hold harmless obligations of the Customer under this Agreement and hull and spares insurances shall provide that insurers waive any and all of their rights of subrogation against the Additional Insured, except in respect of claims caused by the Gross Negligence or the Willful Misconduct of the Additional Insured.

14.3 All the above insurances shall contain market standard provisions including, but not limited to:

- in respect of liability insurances required by paragraph 16.2. a provision that such liability insurances shall be primary and without rights of contribution from any other insurances which may be available to the Additional Insured and shall also contain a Severability of Interest Clause;
- a provision that the interest of the Additional Insured shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any other person which results in a breach of any term, condition or warranty of the insurances;



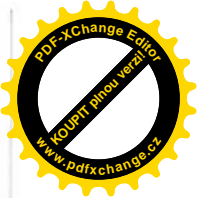


- [REDACTED]
S [REDACTED] (as may be available for war risks cover) and in case such notice is given, it shall be provided to the Additional Insured;

- a provision that the Additional Insured is not liable for the payment of any premium

- 14.4 Prior to the commencement of the Services under this Agreement, each Party shall provide to the other certificate of insurance (and possibly certificate of reinsurance if required by other Party) issued by internationally recognized re/insurers or re/insurance brokers or such other evidence reasonably satisfactory to the other that the re/insurance set out herein is and shall continue in full force and effect during the term of this Agreement and for the subsequent period of time as stated under Article 16 above.





15. TAXES AND DUTIES

15.1 Customer's Tax Obligations

The Customer shall be responsible for any Taxes and/or levies imposed by any government authority [REDACTED] arising out of or in connection with this Agreement, including Taxes and/or levies on the spares or otherwise arising in connection with transactions provided for in this Agreement.

All payments referred to in this Agreement are exclusive of any applicable [REDACTED] VAT or similar tax.

If according to [REDACTED] legislation the services specified in this Agreement are subject to [REDACTED] VAT and the Customer is required to withhold [REDACTED] or other similar tax from amounts payable to the MRO, the value of services determined in the point of the Agreement will be grossed up for the respective amount of [REDACTED] VAT. The grossed-up value of services shall be regarded as a VAT inclusive price. Such grossed-up amount shall be presented in the invoice of the MRO. [REDACTED] amount shall be withheld from the VAT inclusive price and settled / remitted to the [REDACTED] Administrator by the Customer.

The Customer shall also pay any import customs duties imposed by governmental authorities of [REDACTED] having jurisdiction

All payments made by the Customer to the MRO under this Agreement will be made in full and the Customer will not withhold from such payments any taxes, charges or duties levied in its territory, except where the Customer is obliged to make such withholding in accordance with the laws or regulations of its territory. In the case the Customer is required to withhold any taxes from the payment under the Agreement, prices stated in this Agreement shall be increased by the amount of applicable taxes and duties which may be applicable both now and in the future in the Customer territory so that the MRO receives a net sum equal to the sum which it would have received had no such withholding been required

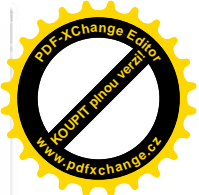
The Customer undertakes to sign without delay any act of reception, document stating applicable VAT and further certificates that may be required, pursuant to the laws and regulations of its territory, so as to import the Engine, and fulfill its payment obligations toward the MRO. The Customer undertakes to obtain all necessary authorizations required by any authority within its territory for the performance of this Agreement, by application of the local regulations.

The Customer's obligation to pay such Taxes and duties shall survive the termination of this Agreement and shall remain in effect for the applicable statute of limitations.

MRO hereby expressly represents and warrants to the Customer the following:

- MRO is a tax resident of the Czech Republic for the purposes of the Czech corporate tax and the Double Tax Treaty concluded between the Czech Republic and the Russian



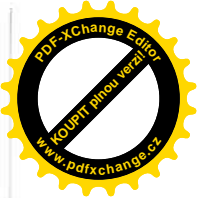


Federation and the place of effective management of CSAT's enterprise is situated in the Czech Republic. This fact shall be proved by tax residency certificate issued by the relevant Czech Tax Authorities for the relevant period;

- MRO is the beneficial owner of each payment due by the Customer under this Agreement;

- MRO maintains no office, branch, place of management or permanent establishment in the [REDACTED] as it is stated in the Double Tax Treaty between the Czech Republic and [REDACTED]





16. TERM AND TERMINATION

16.1 Duration

This Agreement shall become effective from the date both Parties have signed it (“Effective Date”) and shall remain in full force and effect until fulfillment of the Parties obligations.

16.2 Termination

If any of the following events occur, either Party may terminate this Agreement with immediate effect by giving the other Party written notice:

- The other Party is in default in performing any of the terms and conditions of this Agreement and such default is not remedied within [REDACTED] after written notice of such default is given to the defaulting Party; or
- The other Party becomes insolvent, bankrupt, makes a general arrangement or assignment for the benefit of its creditors or commits an act of insolvency or bankruptcy or if a petition for its reorganization or the readjustment of its indebtedness is filed by or against it and such petition is not withdrawn, lifted or dismissed [REDACTED] or if a receiver, trustee or liquidator of all or most of its property is appointed.

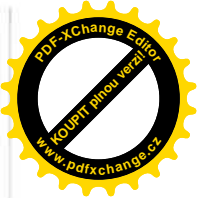
Even if any such termination happens, each Party shall fulfill all obligations which accrued under this Agreement prior to the time that termination becomes effective and no such termination will prevent either Party from claiming against the order for breach of any obligations under this Agreement.

17. TRANSFER OF CUSTOMER’S RIGHTS AND OBLIGATIONS

The Parties have agreed that on or about August 24, 2016 or around (“Transfer Date”) all the rights and obligations of the Customer under this Agreement shall be transferred from [REDACTED] to [REDACTED]. Therefore since the Transfer Date, [REDACTED] shall be considered to be the Customer under this Agreement instead of [REDACTED].

In order to effect the above mentioned transfer the Parties have agreed to sign the appropriate transfer certificate on the Transfer Date.



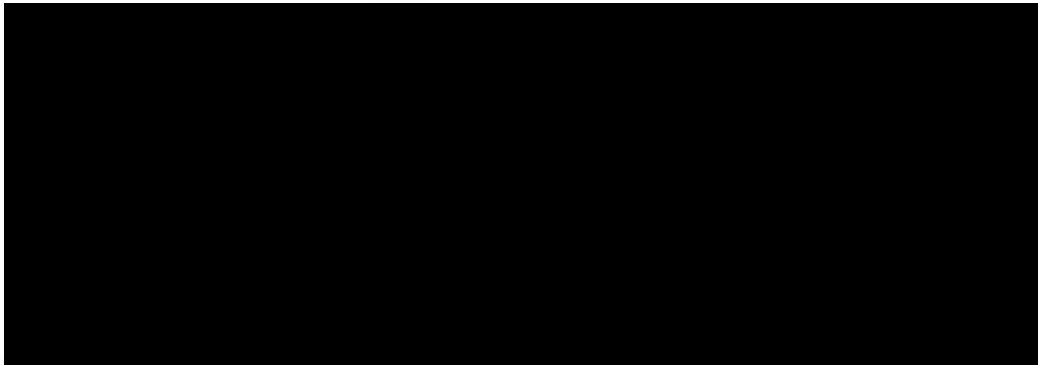


18. SIGNATURES

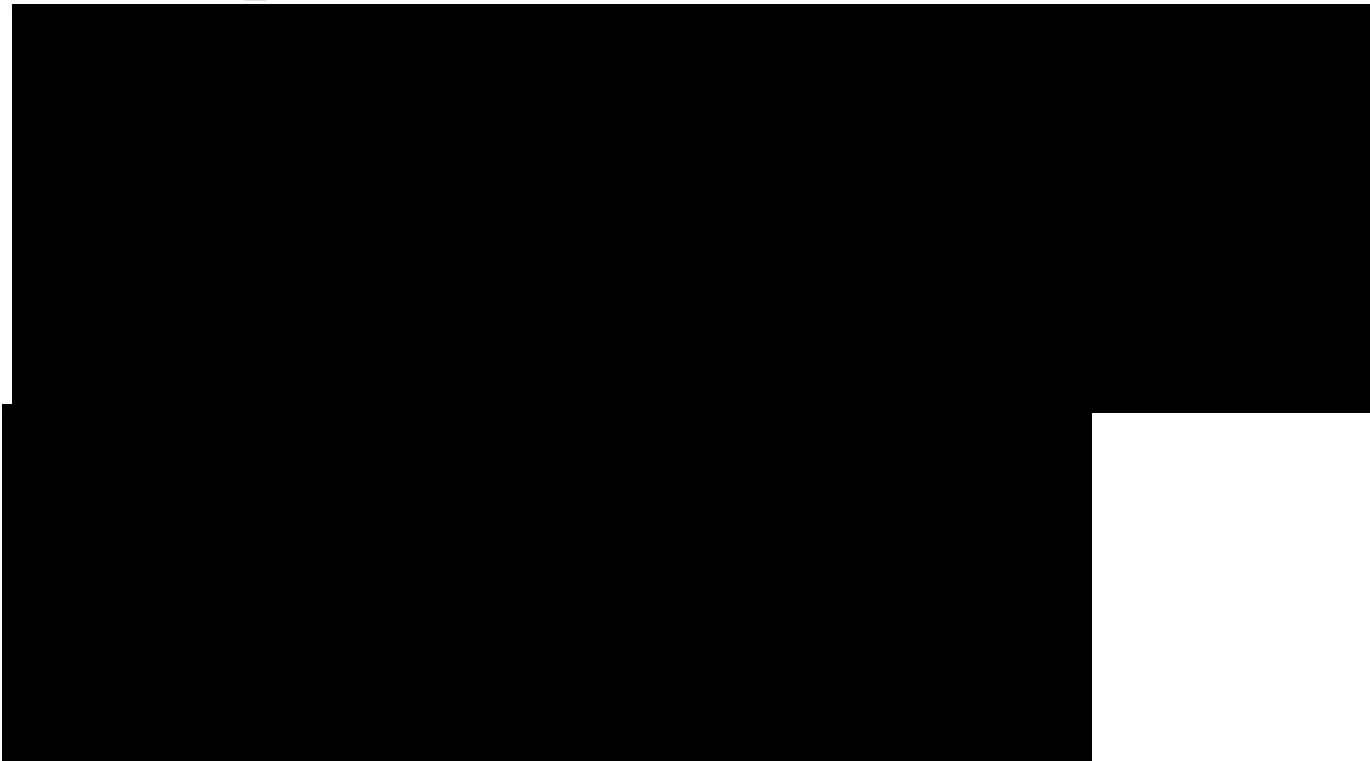
If any of the provisions of this Agreement is or will become or will be considered to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of this Agreement, unless the mandatory provisions of the applicable laws set forth otherwise. The Parties covenant to replace as soon as practicable possible the invalid or unenforceable provision by a valid and enforceable provision which reflects the initial intent of the Parties.

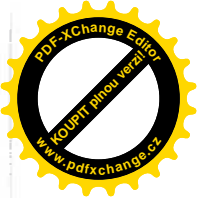
IN WITNESS THEREOF Customer and MRO have caused this Agreement to be executed as of the day and year written below.

For and on behalf of



For and on behalf of





Rights and Obligations Transfer Certificate

This certificate relates to the Agreement #CSAT/0010/1500 dated 10 AUG 2016 between [REDACTED] and [REDACTED] in respect of the [REDACTED] (Agreement). All capitalised terms used but not defined in this certificate shall have the meanings given to them in the Agreement.

10 AUG [Signature]

The Parties hereby acknowledge that according to the clause 17 (TRANSFER OF CUSTOMER'S RIGHTS AND OBLIGATIONS) of the Agreement all the rights and obligations of the Customer under the Agreement have been transferred from [REDACTED] on the Transfer Date. Therefore since the Transfer Date [REDACTED] is be considered to be the Customer under the Agreement instead of [REDACTED]

[REDACTED]

[REDACTED]

Signed for [REDACTED]

[REDACTED]

[REDACTED]