



**Air Navigation Services
of the Czech Republic**

Training Service Agreement
Type rating revalidation for Cessna 560 XL

(hereinafter referred to as the "Agreement")

concluded pursuant to Section 1746 par. 2 of the Act. No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"),

Article 1 Parties

Air Navigation Services of the Czech Republic (ANS CR),

A state enterprise incorporated under the laws of the Czech Republic,
having its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic,

Company Identification Number: 49710371

VAT Identification Number: CZ699004742

IBAN: CZ1203001712800000088153

SWIFT code: CEKOCZPP

Registered in the Commercial Register administered by the Municipal Court in Prague, under Ref. No.: Section A, Insert 10771,

Represented by: Mrs. Jana Navratilova, Executive Director of ATM Training and Business Unit

(hereinafter referred to as the "Client")

and

Silesia Air, s.r.o.

With its registered office at: Šeříková 364/1, 746 01 Opava

Company Identification number: 25905830

VAT Identification Number: CZ25905830

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Represented by: Tomáš Karhánek

(hereinafter referred to as the "Provider")

each individually referred to as a „Party“ or collectively as the „Parties“



Article 2 Definitions

Unless otherwise stated herein, the definitions of the key terms are as follows:

- a) "Performance" shall mean the Training realization according to the conditions of this Agreement,
- b) "Trainee" shall mean a person attending the Training,
- c) "Instructor" shall mean a qualified professional performing/lecturing Training up to the required professional standard.
- d) "Training" shall mean training as described in Art. 3 below.

Article 3 Subject of the Agreement

- 3.1 The Provider hereby undertakes to provide Type rating revalidation for Cessna 560 XL in accordance with art. FCL.740.A of the Commission Regulation 1178/2011 as specified herein together with the OPC check. The revalidated type rating endorsement shall include the IR/PBN clause.
- 3.2 The Training shall be conducted on an airplane of the type Cessna 560 XL (Excel) fitted with engines PW545A and equipped with dual Universal (UNS) FMS installation (hereinafter only "the Airplane").
- 3.3 The Training shall be conducted in accordance with temporary change 2/20 of OM-D of the Client and the respective approval issued by the CAA of the Czech Republic authorizing to execute the type rating revalidation in an airplane instead of an FFS or FSTD (hereinafter together only "OM-D"). The Provider hereby declares that they are fully aware of the content of the OM-D.
- 3.4 The Training shall be provided for 4 pilots of the Client and shall authorize them to operate the type of aircraft Cessna 560 XL from left and right seat (either seat).
- 3.5 The Training shall include the proficiency and OPC checks.
- 3.6 The Provider shall provide the Airplane and a TRE to conduct the Training.
- 3.7 The Training shall be performed in accordance with EASA rules.

Article 4 Venue of Performance

- 4.1 The Training shall be performed from Vaclav Havel airport Prague - LKPR (each flight shall also finish at LKPR) and in the premises of the Client located at LKPR, hangar B.

Article 5 Schedule

- 5.1 The Training shall be conducted between July 1st and July 31st 2020 according to a schedule that will be mutually agreed between the Parties.

Article 6 Price

- 6.1 The price of the Performance has been agreed on EUR 29.760 excluding appropriate VAT (hereinafter only "the Price"), including other taxes, duties and charges. The applicable VAT

rate will be charged, if any, in accordance with the relevant tax regulations of the service provider.

- 6.2 The Price includes all costs related to the Performance.
- 6.3 The agreed Price is binding for the Parties. Any changes in the scope of the Training and the Price can only be made in writing, by means of a written addendum signed by authorised representatives of both Parties.

Article 7 Payment terms

- 7.1 The agreed Price shall be paid against an invoice issued by the Provider following the completion of the Training. An integral part of the invoice must be the handover protocol for the end of the Training.
- 7.2 The invoice document maturity shall be 30 calendar days from the invoice receipt by the Client. The invoice shall include data required by the provisions of Act. No. 235/2004 Coll., on Value Added Tax, as amended and EU Directives 2006/112/ES, if possible, the invoice must be marked with the ANS CR contract number which is located in the heading of this Contract, otherwise it shall be returned to the Provider. In case of justified return of the invoice, the maturity period shall be terminated as of the date of its dispatch by the Customer and a new maturity period shall start to run on the day of the new delivery of the corrected or modified invoice to the Client.
- 7.3 The Client and the Provider shall respect the avoidance of double taxation between the states if such a convention is concluded. All terms of payment according to the Agreement shall be subject to the convention for the avoidance of double taxation and prevention of fiscal evasion with respect to taxes on income.

Article 8 Rights and obligations of Parties

- 8.1 The Client shall ensure the Trainees for the Training.
- 8.2 The Provider shall only use Instructors for the Training whose professional qualifications are up to the required standard and who are licensed to provide the Training.
- 8.3 The Provider undertakes to perform the Training in Czech or English language and if necessary to provide the Trainees with appropriate training materials in English.
- 8.4 The Provider shall not alter the agreed scope and agenda of the Training, as specified in this Agreement, without the Client's prior written consent.

Article 9 Conventional fines and default of interest

- 9.1 Should the Provider fail to comply with the agreed agenda of the Training as specified herein or meet the binding deadlines set forth herein, the Provider shall pay to the Client a conventional fine equaling 10 % of the Price.
- 9.2 Should the Client fail to meet its obligations set forth herein, the Client shall pay the Provider a conventional fine equaling 10 % of the Price
- 9.3 The obliged Party shall pay the conventional fines set forth herein regardless of whether any damage is inflicted upon the other Party in this connection and if so, what the amount of such

a damage is; any such damage can be claimed independently in full despite the related conventional fine has been paid too.

Article 10 Force Majeure

- 10.1 For the purposes of the Agreement, the term force majeure applies to earthquake, storm, floods, epidemic diseases, fire, war, terrorism, actions taken by civilian and military authorities, government restrictions, strikes, lay-offs, civil riots and, generally, any obstacles that are beyond the Parties' control and that could not be anticipated upon the execution (signature) hereof.
- 10.2 Neither of the Parties hereto shall be liable for failure to perform the Agreement for the reasons listed in art. 10.1 hereof; however, this provision is only applicable over the period of existence of such reasons.
- 10.3 The Party affected as described above has to furnish evidence of force majeure. The affected Party has to inform the other Party of such a problem and has to provide information for the verification thereof. The scope of such required information has to be reasonable.
- 10.4 Should a force majeure situation/status last more than three months, either Party hereto is entitled to withdraw from the Agreement and shall not be liable for any payments or compensations.

Article 11 Confidentiality

- 11.1 The Parties hereto shall consider any business information disclosed herein confidential pursuant to Article 504 and Article 1730 par. 2 of the Civil Code. The other Party must not disclose such information to any third party or use it in contradiction with the purpose thereof otherwise it shall be held liable for any damage caused by doing that. The obligation to keep all acquired information confidential shall last also after the termination of the contract-based relationship.
- 11.2 Both Parties shall comply with personal data protection rules pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), i.e. GDPR Regulation, and pursuant to other generally binding legal regulations on personal data protection. More information on data protection is available on www.ans.cz.

Article 12 Copyright

- 12.1 The Provider is an authorized holder of copyright to all training materials that are used within the Training and provided to the Trainees. The training materials must not be further distributed without the Provider's prior written consent.
- 12.2 All fees relating to the copyright and the ownership or use of trademarks used during the Training are considered included in the Price.
- 12.3 Should a third party claim any copyright infringement, the Provider shall bear such a dispute, provided that the Client has not breached its obligations agreed herein.

Article 16 Final provisions

- 16.1 Any amendments and alterations of the Agreement can only be made in writing, based on agreement of both Parties, and have to be signed by authorized representatives of both Parties hereto.
- 16.2 Both Parties hereto declare the respective articles hereof are sufficient in terms of conditions necessary for the establishment of a contract-based relationship and that they have made the Agreement of their free will, not under disadvantageous conditions for either of the Parties.
- 16.3 The Agreement has been made in four original copies in English language, of which each contracting Party shall receive two copies.
- 16.4 The Provider acknowledges that the Client is obliged to publish this Agreement pursuant to the Act No. 340/2015 Coll., on the Register of Contracts, as amended. The Provider also acknowledges that the Client is obliged to provide information pursuant to the Act No. 106/1999 Coll. on Free Access to Information, as amended. When this Agreement is published in the Register of Contracts, in particular the following information contained in this Agreement shall not be provided: names, email addresses and phone numbers of Contracting Parties' contact persons and signatures on the Agreement.
- 16.5 This Agreement shall be valid upon signature by the Provider and the Client and shall enter into force on the day when it is registered in the Register of Contracts according to Act. No. 340/2015 Coll., on the Register of Contracts, as amended.

In Jenec, on

03-07-2020



Air Navigation Services
of the Czech Republic (ANS CR)
Navigační 787
252 61 Jenec
Czech Republic

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Client

Mrs. Jana Navratilova
Executive Director of ATM Training and Business Unit
Air Navigation Services of the Czech Republic (ANS CR)



Provider

Tomáš Karhánek
Chief Executive Officer
Silesia Air, s.r.o.