

Article 2 Definitions

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

- a) "Airplane" shall mean Cessna 560 XL airplane equipped with engines PW545A and Universal (UNS) FMS installation operated by the Provider,
- b) "Pilot" shall mean a pilot of the Client attending the Flight,
- c) "Flight" shall mean a flight conducted on an Airplane with a Provider's TRI/TRE as PIC and a Pilot with a purpose to allow the Pilot to perform the required number of take offs, approaches and landings to remain current on type,
- d) "Order" shall mean a binding order issued by the Client for the provision of a Flight,
- e) "Performance" shall mean the realization of Flights according to the conditions of this Agreement,
- f) "Flight time" means time of Flight starting at take off and ending at landing of the Airplane.

Article 3 Subject of the Agreement

- 3.1 Subject of this Agreement is to establish a frame on the basis of which particular Flights shall be ordered and carried out.
- 3.2 The Provider hereby undertakes to perform Flights for the Client. The Flights shall be performed on the basis of respective Orders and according to mutually agreed schedule.
- 3.3 The Client hereby undertakes to pay for the Flights flown to the Provider a price agreed herein.
- 3.4 The Provider shall provide the Airplane and a TRI/TRE to conduct the Flights. The TRI/TRE shall be either Czech or English speaking.
- 3.5 When a Flight is needed the Client shall inform the Provider and a schedule of Flight acceptable for both Parties shall be agreed. On the basis of this the Client shall issue a binding Order for the Flight. The Order becomes to be binding for both Parties while confirmed by the Provider in writing.

Article 4 Venue of Performance

- 4.1 The Flights shall be performed from and to Vaclav Havel airport Prague - LKPR.

Article 5 Schedule

- 5.1 The Flights shall be organized according to schedule mutually agreed by the Parties.
- 5.2 This Agreement shall be valid till 31st December 2021 which is hence the last day when a Flight may be performed.

Article 6 Price

- 6.1 The Price of the Performance shall be calculated by multiplying the exact Flight time of the respective Flight by [REDACTED] [REDACTED] excluding appropriate VAT per each hour of Flight time (hereinafter only "the Price"). The applicable VAT rate will be charged, if any, in accordance with the relevant tax regulations of the Provider.
- 6.2 The Price includes all costs, taxes, duties and any other payments born by the Provider in connection with the Performance and shall be valid for the duration of this Agreement.
- 6.3 Maximum Flight time flown according to this Agreement shall be 12 hours.

Article 7 Payment terms

- 7.1 The agreed Price shall be paid against an invoice issued by the Provider following the completion of each Flight. The invoiced amount will be based on the hours actually provided.
- 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 Pilots will be fit and ready for each Flight.
- 8.2 The Provider shall provide the Airplane and TRI/TRE according to the agreed schedule of Flights.

Article 9 Conventional fines and default of interest

- 9.1 Should the Provider fail to comply with the agreed schedule of Flights, the Provider shall pay to the Client a conventional fine equaling 20 % of the Price agreed for 1 hour of Flight time.
- 9.2 Should the Client fail to meet its obligations set forth herein, the Client shall pay the Provider a conventional fine equaling 20 % of the Price agreed for 1 hour of Flight time.
- 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 and regardless of whether the conventional fines is higher or lower than the damage incurred.

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.

the Airplane for Flight according to agreed schedule or being in delay with payment of Price for more than 30 days.

- 14.2 In the event of Provider's or Client's withdrawal from the Agreement pursuant to paragraph 14.1 of this Agreement, the breaching Party shall pay the conventional fines as agreed herein and any damage caused by the withdrawal.

Article 15 Final provisions

- 15.1 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.
- 15.2 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.
- 15.3 The Agreement has been made in four original copies in English language, of which each contracting Party shall receive two copies.
- 15.4 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: name of Head of Flight Inspection Section, Provider's bank details, names, email addresses and phone numbers of Contracting Parties' contact persons and signatures on the Agreement.
- 15.5 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.
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