



**FlightSafety International
One Time Agreement for Training**

This Agreement made effective this **1** day of **November, 2017** between **FlightSafety International Inc.** and its subsidiaries ("FSI") and **Air Navigation Services of the Czech Rep, Navigační 787, 252 61 Jeneč, Czech Republic, VAT no. CZ699004742,** Account number [REDACTED] hereinafter referred to as the Customer. Whereas the Customer is desirous of utilizing and FSI is willing to furnish training services for the customer's personnel as follows:

Year*	Course Description	No of Clients	Price per Client	Currency	Pricing Validity
Year 01	Cit Excel, Recurrent Pilot	04	8,050.00	GBP	01.11.2017 - 31.10.2018

Term of Agreement
Payment Plan

November 01, 2017 to October 31, 2018
Prepay

Additional Terms Agreed to under this Agreement:

Invoice to be generated in GBP at £8,050 per pilot + VAT. Price of 9,200 EUR quoted according to spot rate conversion as of 01 Nov 2017

For Payment by Wire Transfer

Barclays Bank PLC
Sort Code 20-53-30, SWIFTBIC: BARCGB22
Account Number [REDACTED]

Please reference the Invoice number

Training to commence in 2018

Pilot Names:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

One Time Training Terms:

Customer agrees to all FlightSafety International Agreement for Training Terms and Conditions dated 10/5/2017. Such Terms and Conditions are incorporated herein by reference.



FlightSafety International Agreement for Training Terms and Conditions Dated 10/5/2017

1. Training and Prices

(a) Customer agrees to pay FSI the rates shown in this Agreement for any personnel scheduled for training at an FSI Learning Center during the term of this Agreement. Any training taken outside of the United States may be subject to a price differential. If any withholding or other taxes (sales, use, VAT or the like) are or become due on the payments from the Customer to FSI under this Agreement, the Customer shall gross up such payment so that FSI receives the full amount provided for hereunder.

(b) All rates are subject to escalation on each anniversary of this Agreement if the term of this Agreement exceeds one year. Unless different rate increases are specified for individual training programs in the Agreement all annual rates shall be escalated by the percent change for the most recently available twelve-month period ending three months prior to each anniversary of this Agreement in the U.S. Government Consumer Price Index- All Urban Consumers (CPI-U), U.S. City Average by expenditure category, Education (not seasonally adjusted). In no event shall any adjusted rate be lower than the previous yearly rate for the respective training program. If Customer has been granted payment terms and is in breach of such terms, Customer will be charged interest at the rate of 1.5% (one and one-half percent) per month on the outstanding balance. FSI shall be entitled to recover any legal or other reasonable expenses incurred in the collection of past due amounts.

(c) Any changes to the list of training programs set forth in this Agreement are valid only if described in an addendum signed by both parties.

(d) In the case of pilot training, all aircraft types must be types that are owned or operated by Customer.

(e) If changes by applicable regulatory authorities require FSI to amend its training programs, FSI reserves the right to adjust prices accordingly.

(f) FlightSafety will be entitled to deny training for any personnel when Customer is not in compliance with Payment Terms.

(g) Should Customer terminate this Agreement prior to the scheduled termination date or not meet the minimum enrollment requirements or volume guarantee as specified in this Agreement, Customer agrees to pay FSI, as liquidated damages and not as a penalty, the difference between the contract rates set forth herein and the published prices for the period of time Customer received training under this Agreement.

2. Termination of Customer Personnel

Customer authorizes its personnel to schedule and receive training from FSI pursuant to the terms and conditions of this Agreement. Customer agrees to promptly notify FSI of any pilots no longer authorized to train or receive training from FSI during the term of this Agreement in writing sent to FlightSafety International, Customer Support, Marine Air Terminal, LaGuardia Airport, Flushing, NY 11371. Customer shall be responsible for the payment of all training conducted prior to FSI's receipt of written notice of termination.

3. In-Aircraft Training

FSI will provide only classroom and/or simulated training under this Agreement. In the event that Customer desires in-aircraft training or the provision of crew services, a separate "hold harmless" agreement must be entered into between the parties to address such request.

4. Maintenance Training at Customer Location

When Maintenance Training is requested at a Customer's location, such training will be presented as "Theory Only". If Customer requests "Practical" training in addition to the Theoretical training, where Customer's aircraft will be utilized during the performance of such training, a separate "hold harmless" agreement must be entered into between the parties to address such request.

5. Additional Expenses.

If an FSI instructor is requested by Customer to travel for training purposes, the Customer agrees to pay all of FSI's reasonable expenses, including but not limited to transportation, food, and lodging.

6. FSI Course Materials

FSI's course materials are copyright protected and constitute FSI's intellectual property. They are intended only for the use of the individual trainee that receives them from FSI for use during the training course that is the subject of this Agreement and student review outside of class. The materials are not intended for use in-flight or for maintenance operations. Such materials may not be copied, distributed to others, or transferred to others for any reason.

7. No Consequential Damages

IN NO EVENT SHALL FSI BE LIABLE FOR LOSS OF PROFITS, SPECIAL INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE BREACH OF ANY PROVISION OF THIS AGREEMENT.

8. Compliance with Laws

Each party shall comply with all applicable local, state and federal laws, orders, regulations and rules in its performance of this Agreement, including taking all actions necessary to comply with Section 612 of Vision 100-Century of Aviation Reauthorization Act as it may be revised from time to time. Customer represents and warrants to FSI that the technical information (and any related materials) received from FSI will not be used by any individual or entity of the government of the Crimea region of Ukraine, Cuba, Iran, Libya, North Korea, Sudan, or Syria or any other countries or regions for which the United States maintains a comprehensive sanctions program or (ii) any individual or organization listed on the U.S. list of restricted or prohibited persons and other applicable lists (including, but not limited to, the U.S. Office of Foreign Assets Control List of "Specially Designated Nationals and Blocked Persons", U.S. Bureau of Industry and Security - "BIS-Entity List, BIS List of Denied Persons, BIS Unverified List, U.S. Directorate of Defense Trade Controls list of Debarred Parties, lists issued by the European Union. Customer further represents and warrants that it is not under the control of, or a national or resident of any embargoed country or region or listed as a restricted or prohibited person on any of the above lists. This provision shall survive the termination of this Agreement.



9. **Indemnification**

- (i) Customer hereby agrees to defend, indemnify and hold harmless FSI, its past, present and future parents, subsidiaries, divisions, predecessors, affiliates, controlling persons, shareholders, directors, officers, attorneys, employees, servants, heirs, administrators, successors, assigns, and agents from and against all claims, liabilities, rights, demands, suits, matters, obligations, damages, including but not limited to damage to any aircraft, bodily injury, death or property damage, losses, actions or cause of actions, of every kind and description, in law or equity, whether based in tort, contract, or any other theory of legal recovery, arising out of (a) the negligence or willful misconduct of Customer, its past, present and future parents, subsidiaries, divisions, predecessors, affiliates, controlling persons, shareholders, directors, officers, attorneys, employees, servants, heirs, administrators, successors, assigns, and agents (collectively referred to as "Customer Parties") during the performance of services hereunder, or (b) incidents or accidents of any nature involving aircraft controlled by or utilized by Customer Parties. Customer agrees that its obligation hereunder shall include reasonable legal fees, costs and disbursements related hereto or incident to establishing the right to indemnification.
- (ii) FSI shall provide Customer with prompt written notice of any claim for which indemnification is sought and details of the basis for the claim. Customer shall have the right to select counsel acceptable to FSI and direct the defense of the claim. FSI shall provide reasonable assistance to Customer in such defense.
- (iii) The provisions of this clause 8 shall survive any expiration, cancellation or termination of this Agreement.

10. **Confidentiality**

The parties agree to hold the terms of this Agreement in strict confidence and not to disclose them to any other person.

11. **Consent to Use of Data.**

The use of personal data that FSI collects, stores, and, in certain instances, discloses to third parties is limited to that necessary for administering, managing, and providing FSI's services and programs. Where appropriate, before disclosing personal data to a third party, FSI contractually requires the third party to take adequate precautions to protect that data and maintain confidentiality. Customer hereby consents and shall cause each individual trainee that trains under this Agreement to consent that its personal data may be processed by FSI in the manner and for the purposes described herein.

12. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of New York, without regard to that state's conflict of laws principles. Any legal action arising out of or relating to this Agreement or the transactions contemplated hereby will be instituted exclusively in the U.S. federal courts of the Second Circuit or state courts situated in the State of New York. The parties waive all rights to jury trial in any litigation arising hereunder.

13. **Successors and Assigns**

Customer may not assign or delegate any of its rights or obligations under this Agreement, voluntarily or involuntarily, whether by operation of law or any other manner without the written consent of FSI. This Agreement binds and benefits the parties and their respective permitted successors and assigns. This Agreement and the individual pilot programs listed are not assignable or transferable without the written consent of FSI.

14. **Entire Agreement.**

This Agreement constitutes the final agreement between the parties on the matters contained in this Agreement and supersedes all prior and contemporaneous negotiations and agreements between the parties on the matters contained herein.

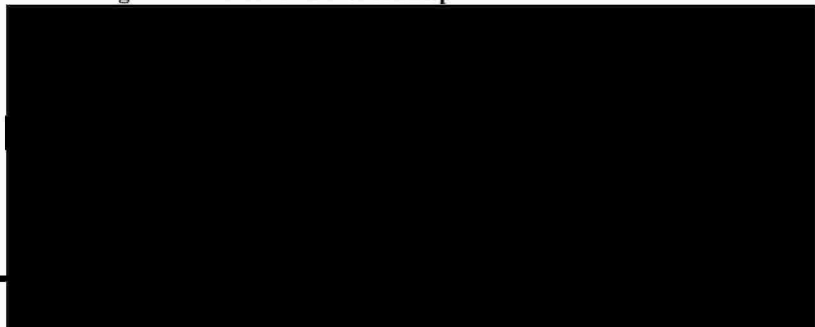
15. **Force Majeure.**

Neither party shall be responsible for a failure or delay of its obligations under this Agreement (other than the payment of money) to the extent and for the period caused by acts of God, war, armed hostilities, government acts or priorities, fires, floods, earthquakes or other natural disasters or labor strikes, or other circumstances beyond the reasonable control of such party.

FlightSafety International Inc.

Air Navigation Services of the Czech Rep

By



Date

JM Bvay 2018

Date

Feb 9 2018

