

GENERAL TERMS & CONDITIONS

GTA General Terms & Conditions for revalidation and renovation (13th of November 2017)

These General Terms & Conditions ('General Terms') are governing the relations between the customer and GLOBAL TRAINING AVIATION Company (hereinafter referred to as "GTA") based at Avda. de la Hispanidad, 12, 28042, Madrid, Spain and its employees, officers, agents and independent subcontractors as the case may be.

1. Validity

These general terms form part of any written acknowledgement from GTA or any proposal between Customer and GTA for ordered simulator training, simulator services and/or other services. The customer accepts these General Terms by making use of GTA's simulators and/or services. In case of inconsistencies between these General Terms and any proposal in which is made reference to these General Terms, these General Terms supersedes the proposal. The validity of proposals is 28 days unless specified otherwise in the proposal. "In writing" is defined as a signed paper document or telefax or an electronic mail. Proposals or contracts shall be duly signed paper documents.

2. Scheduling

Requests for scheduling of training or simulator slots shall be made to GTA's planning & sales department in writing. Customer can make Reservations and/or Bookings. Reservations are options that remain valid for one week; Bookings are firm orders and qualify for cancellation fees. Within thirty days prior to the starting date of the Training only Bookings can be made. GTA retains the right, at its sole discretion, to not honor requests for training in case these requests potentially conflict with GTA's business interest or to remove a simulator from the planning giving Customer at least 56 days written notice. Customer is allowed to utilize its Bookings only for itself.

3. Cancellation fees

Cancellation of Bookings by the Customer shall be made in writing to GTA's planning and sales department. GTA shall charge cancellation fees as compensation according the following principles:

- Cancellation with 56 days notice or less but more than 28 days before the start date of the Booking: 50% of the price of the cancelled booking;
- Cancellation with 28 days notice or less before the start date of the Booking or with no-show: 100% of the price of the cancelled booking.
- Cancellation with 57 days or more prior to the start date of the Booking, Customer can cancel up to

20% of its total annual amount of Bookings without charge. In excess of 20% a cancellation fee of 25% is applicable as compensation on all cancelled Bookings.

Shifting of a Booking qualifies as a cancellation and a new Booking. Shifts of already booked training do not qualify as a re-sell.

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4. Technical downtime

In case the Customer is unable to use the training equipment, such as flight simulators, etc. due to a technical failure, the customer has the option to decide to continue the training and therewith accepting the failure situation as is, or, to suspend the training. If the Customer suspends the training, Customer will be compensated with the same amount of time as was lost.

5. Remedial and/or Excess Training

a. GTA will make its best professional effort to train Customer so as to meet the applicable proficiency standards; GTA cannot guarantee a successful result.

b. If, after corrective efforts by GTA as part of GTA's normal training standards, Customer to the opinion of GTA requires any remedial and/or excess training in order to successfully complete the training, GTA will, without undue delay, notify Customer of such opinion, while at the same time presenting to Customer the extent of the remedial and/or excess training that GTA considers to be appropriate and the price for such remedial and/or excess training.

c. GTA shall only engage into remedial and/or excess training if authorized so by Customer,

d. In case Customer does not wish to authorize GTA to engage in remedial and/or excess training, GTA shall, at Customer's choice, either complete the training as is, or stop the training with immediate effect. Any decision by Customer to stop the training shall not release Customer of its obligations to pay for such training.

e. GTA shall also inform Customer if trainee(s), to the opinion of GTA, is not likely to successfully complete the course, even if remedial and/or excess training would be administered. In that case, GTA is entitled to stop the training at any time without any financial reimbursement.

f. Remedial and/or excess training (sessions) will be invoiced at GTA's Catalogue prices.

6. Costs

Customer shall be responsible for all costs related to training or Customer's use of GTA'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, permit or any other document

and the availability thereof, required by the Civil Aviation Authority, having jurisdiction of Customer, or needed for any other purpose for the performing of the training service, any costs involved for visa, VAT if applicable.

7. Crew partner

The Customer agrees that the service is provided under a “crew concept”. GTA includes the service of provisioning a crew partner at no additional cost, unless the crew partner service request is made by the Customer with less than four days to the date of the sessions. Provisioning of a crew partner with less than four days will be charged at 50€ per hour.

8. Payments

GTA will submit invoices to Customer for the amounts due GTA for ordered simulator training, simulator services and/or consultancy services. Payment shall be made in full, minimum seven (7) days prior to the start of the provision of the services regardless any internal procedures applicable with Customer. All costs related to the transfer of the payment are for the account of the Customer. Any payment not made when due shall carry interest at two (2%) percent per month. In addition, failure to pay in time may result in GTA's suspension or withdrawal of the provision of services and allocation of Customers Bookings to other customers. This does not release the Customer of its obligation to pay while all costs arising out of the suspension or withdrawal of the training shall be for the account of the customer. GTA not be made liable in any circumstances to pay any taxes and/or duties that are applicable outside of the countries where GTA performs their training services. The prices stipulated in the Proposal and/or Proposal are exclusive of VAT and are free from all taxes and/or duties that are to be paid by the Customer, if applicable. It is Customer's liability to pay for any taxes and/or duties that are applicable in accordance with the legislation applicable to the Customer. GTA shall not be made liable in any circumstances to pay any taxes and/or duties that are applicable outside of the countries where GTA performs their training services.

9. Confidentiality

Any proposal between Customer and GTA 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, Customer explicitly authorizes GTA to file and archive specific information of the student, including student's performance during the training. GTA shall not disclose such information to any third party without the prior written consent of an authorized representative of customer with the exception of disclosure to customer's regulatory authority if requested so. With the exception of disclosure to regulatory authorities, 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 GTA's proprietary documentation, unless specifically authorized thereto by an authorized representative of GTA.

10. Documentation

Any material that GTA, either uses during the training or distributes to trainees for the purpose of the training, shall be for the sole purpose of such training. Customer shall ascertain that trainees or other individuals working for Customer do not carry or use such material as part of their operational material for operating the aircraft.

11. Liability and indemnification

Customer releases GTA, its associated partners, its employees, its agents and its independent contractors from any liability for, and shall indemnify and hold them harmless from and against, any and all losses, costs, damages, claims or expenses of whatever nature and regardless how caused arising out of or attributable to simulator training, simulator services and/or consultancy services, including the performance of the trainee's, the use of the training equipment by customer, and any other advice, assistance or services provided by GTA to customer, whether or not covered by a proposal or proposal, unless caused by GTA's gross negligence or wilful misconduct.

12. Insurances

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 GTA and liability towards third parties, whereas GTA shall not cover any direct or indirect associated costs or expenses arising out of any of these.

13. Force Majeure

Parties shall not be responsible for, nor be deemed to be in default on account of delays in the performance of any proposal or these General Terms, regardless of how caused or motivated, where failure to perform or delay in performing is due wholly or in part, directly or indirectly, to any act of force majeure of GTA and/or Customer, as the case may be, as defined in the Spanish Civil Code, including removal of the training equipment from GTA by the owner(s) or rightful claimant(s) of the training equipment.

14. Applicable law and jurisdiction

The laws of SPAIN shall govern the validity, construction, interpretation and effect of these General Terms and any proposal between Customer and GTA. In case of any dispute, Parties agree to make every effort to reach an amicable settlement. Failing such settlement, the dispute shall exclusively be brought before the district Madrid, SPAIN, unless Parties agree to arbitration in writing.

15. Termination

In the event of failure of a Party to comply with these General Terms and/or the proposal, that Party shall have a reasonable time, after receiving written notice from the other Party, to correct such failure. If such failure is not corrected or steps are not taken by that Party to the satisfaction of the other Party within a reasonable period of time after receipt of notice as aforesaid, the latter Party shall have the right to terminate the proposal, the proposal or any other proposal related to the training and/or services between GTA and customer, provided the failure is of a material nature.