

AERVIVA DWC LLC

and

[NAME SURNAME]

AGREEMENT FOR SERVICES

THIS AGREEMENT IS DATED 16 March 2021

BETWEEN

- (1) Aerviva DWC LLC, a private company duly incorporated and operating under the laws of UAE, registration number 3868, with its registered office at Business Center, Dubai World Central, PO Box 712325, Dubai – UAE (hereinafter – **Aerviva**), and
- (2) The individual whose details are provided at items 1 and 2 of **Schedule One** (the **Individual**).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

Agreed Assignment means a period of time, such as a roster period, or any other defined duty period, where the Individual has agreed to be available to the Client to preform his duties as required during this period, by acknowledging such assignment period through any means provided by the client, whether electronically or other.

Agreed Sum means a sum equal to the Flight Allowance plus Per Diem and plus Agreed Expenses (as defined in the notes to **Schedule One, items 13 to 15**) multiplied by 30.

Client means the name of the airline stated at item 9 of **Schedule One**.

Client Operations Manual ('COPM') is the generic term given to any manual(s) or handbook(s) or combination of both which sets out any procedures and policies operated by the Client.

Commencement Date means the date provided at item 10 of **Schedule One**.

Confidential Information means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of Aerviva and Client for the time being confidential to Aerviva and the Client and trade secrets including, without limitation, technical data and know-how relating to the business of Aerviva and the Client or any of their suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Individual creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

End Date means the date provided at item 11 of **Schedule One**.

Engagement means the engagement of the Individual by Aerviva on the terms of this agreement.

Property means all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) belonging to Aerviva and/or the Client relating to the business or affairs of Aerviva and/or Client or their customers and business contacts, and any equipment, keys, hardware or software provided for the Individual's use by Aerviva and/or Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Individual on the computer systems or other electronic equipment of the Client and/or Company, the Individual during the Engagement.

Services means performing flying and associated duties in the capacity described at item 12 of **Schedule One**.

Termination Date means the date of termination of this agreement, howsoever arising.

- 1.1 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.6 This Agreement supersedes and replaces in its entirety all prior Agreements and supplementary documents such as Schedules and Annexes entered between the parties and all other understandings or representations of the parties, whether written or otherwise.

2. TERM OF ENGAGEMENT

- 2.1 Aerviva shall engage the Individual to provide the Services on the terms of this agreement.
- 2.2 The Engagement shall commence on the Commencement Date and end on the End Date unless it is terminated before the End Date:
 - 2.2.1 as provided by the terms of this agreement; or
 - 2.2.2 by either party giving to the other not less than 45 days' notice in writing.
- 2.3 In line with our commitment to build long term relationships, it is anticipated that contracts will renew at the End Date albeit this is not a contractual commitment and will depend on business requirements.

3. DUTIES AND OBLIGATIONS

- 3.1 During the Engagement the Individual shall provide the Services to the best of his ability with all due care and skill and use its best endeavors to promote the interests of Aerviva and Client.

The individual shall be available to the client during the agreed assignment period. If an individual, who already have an agreed assignment, decides not to be available for certain time during the agreed assignment period, Aerviva shall appoint a suitable and skilled substitute. In such incident the individual will be charged for the additional cost of the replacement as defined in Schedule Three, Table B.

- 3.2 The Individual may, with the prior written approval of the Client and Aerviva appoint a suitably qualified and skilled Substitute to perform the Services instead of the Individual. If the Client and Aerviva accept the Substitute, the Individual shall continue to apply respective fees to Aerviva in accordance with clause 4 and shall be responsible for the remuneration of the Substitute.

- 3.3 The right of substitution as set out in clause 3.2 shall only apply to Substitutes who have the necessary qualifications and experience, have received the necessary training and have satisfied all of the screening, security clearance and any other requirements required by the Client and/or under aviation law, including those set out at clause 3.5 below. Aerviva may therefore refuse a proposed Substitute where the above criteria is not met in full or for any other valid reason.

- 3.4 The Individual shall use their reasonable endeavors to ensure they are available at all times on reasonable notice to provide such assistance or information as the Client and or Aerviva may require.

- 3.5 The Engagement pursuant to this agreement shall be conditional upon the following:

- 3.5.1 Aerviva providing such documentation about the Individual as required by Aerviva and/or the Client, including such documentation as required under Aviation or other laws from time to time in force;
- 3.5.2 Aerviva receiving satisfactory references about the Individual as required to enable them to receive an Airport Authority Identity Pass or such other security or airside passes as required.
- 3.5.3 The Individual possessing, displaying whilst on duty where required, producing on demand, and keeping safe and secure, valid and up to date Crew ID/Airport ID passes or such other security or airside passes enabling them to perform the Services.
- 3.5.4 The Individual providing all such documentation and certificates (including CRC certificates to be provided every two years or otherwise upon request by Aerviva or the Client) to enable ID passes and airside passes to be issued. The cost of providing the Criminal Record Certificate will be borne by the Individual and the date of the certificate should be no more than 10 weeks old when submitted.
- 3.5.5 The Individual possessing any necessary licences required by aviation law and the satisfactory completion of all relevant training by the Individual (including passing statutory and Company checks and any such checks as required by the Client, CAA or any other relevant body).

- 3.5.6 The Individual successfully passing all and any medical examinations and/or providing such medical certificates as required by Aerviva and/or Client, the CAA and/or any other relevant regulatory body;
 - 3.5.7 The Individual providing any other document or proving any other matter which may be reasonably required by Aerviva and/or Client from time to time in order to satisfy applicable laws and regulations or Client/Company requirements; and
 - 3.5.8 The Individual retaining any professional qualifications which are relevant and necessary to perform the Services.
- 3.6 It is a condition of this agreement that the Individual agrees the following:
- 3.6.1 To ensure that they are fit to perform the Services and will not be in breach of any rules or procedures of the Client and/or Company or any statutory rules or regulations by performing the Services;
 - 3.6.2 To comply with the reasonable instructions and standard working procedures of the Client and comply fully with any rules, procedures set out in the COPM and all laws, rules or obligations applicable to any country in which you visit or are based;
 - 3.6.3 To undergo all and any training and checks as the Client may require to perform the Services under this agreement;
 - 3.6.4 To comply with all Customs and Immigration regulations while travelling and/or on duty on behalf of the Client;
 - 3.6.5 To continue to satisfy the requirements of the Client (including those as specified in the COPM) in respect of knowledge, experience, skill and medical fitness and also the general requirements for fitness under applicable International Aviation Law, including those laws that apply to the country where a license is issued or where the Services pursuant to this agreement are performed.
 - 3.6.6 To inform (at any time during the term of this agreement) Aerviva if they are convicted of any criminal offences save for minor road traffic matters and/or whether any licences are suspended and/or revoked or whether they have been interdicted or incapacitated or if they are undergoing any treatment or are under the influence of any medications or substances which may impact the lawful and proper performance of your duties.
- 3.7 Unless specifically authorised to do so by the Client in writing:
- 3.7.1 the Individual shall not have any authority to incur any expenditure in the name of or for the account of the Client; and
 - 3.7.2 the Individual shall not, hold them self out as having authority to bind the Client.

4. FEES

- 4.1 Aerviva shall pay the Individual such fees and expenses that are applicable as set out in **Schedule One**. Such fees and expenses shall be paid in Euros.
- 4.2 Aerviva shall pay applicable fees to the Individual in accordance with clause 4.1 by the 10th working day of the following month.
- 4.3 Aerviva shall be entitled to deduct from any fee (and any other sums) due to the Individual any sums that the Individual may owe to Aerviva and/or Client at any time.
- 4.4 Payment in full or in part of the fees claimed under clause 4 or any expenses claimed under clause 4 shall be without prejudice to any claims or rights of Aerviva against the Individual in respect of the provision of the Services.

- 4.5 Payments shall not be affected by any changes in value of the local currency of Aerviva (Article 204 of UAE Civil Code)
- 4.6 Fees will be considered for review as described under note 13 of **Schedule One**.

5. CONFIDENTIAL INFORMATION AND PROPERTY

- 5.1 The Individual acknowledges that in the course of the Engagement they will have access to Confidential Information. The Individual has therefore agreed to accept the restrictions in this clause 5.
- 5.2 The Individual shall not (except in the proper course of their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:
 - 5.2.1 any use or disclosure authorised by the Client or required by law; or
 - 5.2.2 any information which is already in, or comes into, the public domain otherwise than through the Individual's unauthorised disclosure.
- 5.3 At any stage during the Engagement, the Individual will promptly, on request, return to the Client all and any Property in the Individual's possession.

6. DATA PROTECTION

- 6.1 The Individual acknowledges that the Client and/or Aerviva may process Personal Data (as defined in Regulation (EU) 2016/679 – the General Data Protection Regulation or 'GDPR') relating to the Individual as may be necessary on the basis of several legal grounds, including:
 - (a) necessity for the performance of a contract to which the Individual is a party;
 - (b) compliance with a legal obligation to which the Client and/or Aerviva is subject; or
 - (c) necessity for the purposes of the legitimate interests pursued by the controller or by a third party.

Which of the above legal grounds are relied upon for the processing of the said Personal Data depends on the nature of the Personal Data in question and in what context such data is being processed.

- 6.2 Moreover, due to the Client's and/or Aerviva's obligations arising out of Union or Member State law, the Client and/or Aerviva must necessarily process and/or otherwise hold Personal Data relating to the Individual which constitute Special Categories of Personal Data (as defined in the GDPR) including, as appropriate:

- (a) information about the Individual's physical or mental health or condition in order to monitor sickness absence;
- (b) the Individual's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and
- (c) information relating to any criminal proceedings in which the Individual has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

For more information on how Your Personal Data is processed, contact info@aerviva.com

7. TERMINATION

- 7.1 Notwithstanding the provisions of clause 2.2, Aerviva may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Individual (other than in respect of amounts accrued before the Termination Date) if at any time:
 - 7.1.1 the Individual commits an act of serious unprofessional conduct or any act which brings (or could bring) the Client into disrepute;
 - 7.1.2 the Individual commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client;
 - 7.1.3 the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation for which a fine or non-custodial penalty is imposed); or
 - 7.1.4 the Individual is, in the reasonable opinion of Aerviva or Client, negligent or incompetent in the performance of the Services;
 - 7.1.5 the Individual commits any fraud or dishonesty or acts in any manner which in the opinion of Aerviva brings or is likely to bring the Individual, Aerviva or Client into disrepute or is materially adverse to the interests of the Aerviva or the Client; and
 - 7.1.6 the Individual commits any serious breach of Aerviva or Client's policies and procedures.
- 7.2 The rights of the Client under clause 7.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Individual as having brought the agreement to an end. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of these rights.

8. OBLIGATIONS ON TERMINATION

- 8.1 On the Termination Date the Individual shall:
 - 8.1.1 immediately deliver to the Client all Property and Confidential Information which is in their possession or under their control;
 - 8.1.2 irretrievably delete any information relating to the business of Aerviva and the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in their possession or under their control outside the premises of the Client;

- 8.1.3 provide a signed statement that they have complied fully with their obligations under this clause 8, together with such evidence of compliance as the Client may reasonably request.
- 8.2 In the event that the notice required under clause 2.2.2 is not provided by the Individual to terminate this agreement, the Individual shall immediately pay to Aerviva the Agreed Sum as a pre-estimate of the losses suffered by Aerviva as a result of not serving notice. This clause is without prejudice to any other legal rights or claims in respect of a breach of contract by the Individual, including any claim in respect of losses incurred by Aerviva over and above the Agreed Sum for the Individual's breach of contract by failing to provide notice. The Agreed Sum shall be due as a debt and may be deducted from any sums owed to the Individual by Aerviva upon termination. Parties hereby agree that the Agreed Sum stated in this Clause is reasonable, fair and corresponds to the losses of Aerviva would incur due to breach by the Individual and conforms the Article 390 of the UAE Civil Code.
- 8.3 If the Individual terminates this agreement for whatever reason before the end of this agreement, contractual penalty set in the Schedule One, Item 24 shall be due from the Individual immediately. This clause is applicable for newly upgraded Captains only.
- This clause is not applicable if the Client is unable to assign 30 or more duty days to the Individual per rolling 90 days period.
- 8.4 If the Individual has been holding valid agreement with the Client less than 24 months, and it terminates this agreement for whatever reason within 4 (four) months of the last OPC/LPC training, the Individual shall be required to repay to Aerviva the amount of 4,000 EUR, corresponding to the cost of such training, covering simulator, instructor, hotel accommodation, travel etc.. This clause shall cease to be effective if the Client fails to assign the Individual a position within 15 days after completing the check or provided less than 30 duty days in the first 2 (two) months after the check.

9. STATUS

- 9.1 The relationship of the Individual to Aerviva will be that of independent contractor and nothing in this agreement shall render the Individual an employee, worker, agent or partner of Aerviva and the Individual shall not hold him/herself out as such.
- 9.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Individual shall, unless otherwise agreed, be fully responsible for and shall indemnify Aerviva for and in respect of:
- 9.2.1 all and any taxes and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Individual in respect of the Services, where such recovery is not prohibited by law. The Individual shall further indemnify

Aerviva against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Aerviva in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;

- 9.2.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual or any Substitute against Aerviva arising out of or in connection with the provision of the Services.
- 9.3 Aerviva may at its option satisfy the indemnity at clause 9.2 (in whole or in part) by way of deduction from payments due to the Individual.

10. VISAS

- 10.1 If the Individual requires a visa/ work permit for the performance of the Services within EU/EEA the obligation to obtain and pay for such visa is on the Individual. The Client shall cover expenses when a visa would be required for operational needs outside EU/EEA.

11. UNIFORM

- 11.1 The Client will provide the Individual with an iPad and a uniform which must be worn in the manner as specified by the Client and their COPM for all flying duties. This uniform remains the property of the Client at all times and must be cleaned and kept in good condition. For security reasons, in the event that this agreement is terminated, for whatever reason, the iPad and the uniform, dry cleaned, must be returned to the Client within seven days after the last duty, failing which, a deduction of 1.100 Euro will be made from any payments due to the Individual.

The client will provide the Individual holding a position of a Captain with a mobile device. For security reasons, in the event that this agreement is terminated, for whatever reason, the mobile device must be returned to the Client within 7 days after the last duty, or a deduction in the amount equal to remaining value of device will be made from any payments due to the Individual.

If returned uniform is not dry cleaned or is damaged, damage other than normal wear and tear, a deduction of 250.00 EUR will be made from any payments due to the Individual.

- 11.2 Aside from uniform, shoes and accessories shall be the responsibility of the Individual and must comply with the uniform regulation.

12. NOTICES

- 12.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing, whether by letter or email.
- 12.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution, which must be served by letter sent first class post or hand delivered to the registered office of Aerviva.

13. ENTIRE AGREEMENT

- 13.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.2 The Parties hereby agree for exclusion of liability of misrepresentation in all of its forms, other than fraudulent or reckless misrepresentation (Article 185 of UAE Civil Code is not applicable).
- 13.3 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 13.4 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 13.5 The Parties agree and confirm that they will not be bounded by Article 141 of UAE Civil Code, unless and until an agreement is entered into in writing between the parties.
- 13.6 Nothing in this clause shall limit or exclude any liability for fraud.
- 13.7 Both Parties shall carry out their obligations relying upon each other and in good faith. The Agreement shall not be restricted to an obligation upon the Parties to do that which is (expressly) contained in it, but shall also embrace that which is appurtenant to it by virtue of the law, custom, and the nature of the transaction (Article 246 of UAE Civil Code).

14. VARIATION

No variation of this agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

16. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of The United Arab Emirates.

17. JURISDICTION

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

I hereby agree to the terms of this agreement:

[NAME SURNAME]
.....

On behalf of the Individual

.....
2021-03-16

Director
.....

For and on behalf of Aerviva DWC LLC

.....
2021-03-16

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SCHEDULE ONE

1	Name of Individual:	[NAME SURNAME]
2	3/4 Letter Code:	
3	Country of residence:	
4	Nearest International Airport (NIA):	
5	Home Base:	As agreed with the Client
6	Operational Base:	As assigned by the Client
7	Telephone number of Individual:	
8	Email address of Individual:	
9	Name of Client:	SmartLynx Airlines
10	Commencement Date:	1st of April, 2021
11	End Date:	31st of December, 2021
12	Position:	FO 1.1
13	Flight Allowance:	
14	Per diem:	N/A
15	Agreed expenses:	N/A
16	Excess BLH Fee above 75 BLH per month, per BLH:	
17	Flight Allowance while in initial training:	Ground fee (REFER TO SCHEDULE 3 TABLE A)
18	Ground Fee:	(REFER TO SCHEDULE 3 TABLE A)
19	Day Off Removed Fee and on AOG calls:	CP – 125 Eur / FO – 50 Eur per day
20	Excess Sector Fee above 34 sectors per month, per sector:	25.00 EUR – Captain 12.00 EUR – First Officer
21	Insurance: (a) Accident and illness insurance	Provided by the Client
22	Other Operational Fees: (a) Line Training Captain's Fee: (b) Ground instructor Daily Fee: (c) Full Flight Simulator Training Fee: (d) Base training fee:	a) 25.00 EUR (twenty five Euros) per sector, if applicable b) 50.00 EUR (fifty Euros) per day, if applicable c) 25.00 EUR (twenty five Euros) per SIM BLH, if applicable d) 100.00 EUR (one hundred Euros) per BLH, if applicable

	(e) ATO ground instructor/ATO SIM instructor/Examiner Fee:	As per training activities assigned to above fees, if applicable
23	Other Fees: (a) Loyalty supplement	N/A
24	Contractual Penalty:	Amount of: - 15,000 Euro for upgraded Captains if leaving within 1st year from the date of being upgraded to Captain/ line check date; - 7,500 Euro if for upgraded Captains if leaving within 2nd year from the date of being upgraded to Captain/ line check date;

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NOTES TO SCHEDULE ONE

1	The name of the Individual who will provide the services.
2	3/ 4-letter code provided by Client.
3	Country of residence.
4	This is the code of the International Airport which shall be stipulated as the airport from which an Individual shall travel to and from their operational base, e.g. LON, PAR.
5	As designated by the Client.
6	Operational Base refer to COPM.
7	The contact telephone number (usually mobile number) of the Individual.
8	The email address of the Individual.
9	The name of the airline to whom services are provided.
10	This is the start date of this agreement.
11	This is the date of the end of this agreement.
12	<p>This is the position of the Individual.</p> <p><i>*Hereby it is stated that during the period from the date of successfully passed upgrade to Commander line check and until next OPC date an Individual will be assigned role of Commander and perform duties and responsibilities as Commander in accordance with Clients Operations manual (COPM). All the duties assigned during this period will be paid at rates which correspond to CP UPG scale as stated in the agreement.</i></p> <p><i>After performed OPC, Individual will be primarily assigned First officer duties. In cases when Individual will be assigned Commander duties these duty days shall be paid by the Client as CP scale 1 daily rate.</i></p>
13	<p>This is the fee payable for each day when the Individual performed FDP exclusive of those fees at items 14,15,18 and 20.</p> <p>If a FDP which is planned to end prior to midnight due to unforeseen circumstances extends into next day with less than 2 hours the second day will be paid as ground fee.</p> <p>This fee is payable as follows:-</p> <p>Captains: this fee is payable from the next day after successful passing initial training line check.</p> <p>The fee review shall apply from the next day after Individual reaches the total independent flight experience in accordance with Schedule 3. The Block hours flown during training do not count towards fee review.</p> <p>First Officers: this fee is payable from the first actual duty flight after successfully passing the initial training line check.</p> <p>The fee review shall apply in accordance with Schedule 3.</p> <p>For the avoidance of doubt these fees are not applicable during initial training when the fees at item 17 are applicable.</p>

14	This is the per diem rate. Not applicable during initial training when the fees at item 17 are applicable.
15	These are the expenses that are agreed to be paid. Not applicable during initial training when the fees at item 17 are applicable.
16	This is the fee for each Block Hour (BLH) flown above 75 BLHs per calendar month. There are no pro-rata payments for excess BLH. Simulator or dead heading hours do not count towards excess BLH fee*. Block hours during initial training do not count towards overtime. *Client appointed TRI/ TRE refer to item 22 Schedule One
17	This is the Flight Allowance whilst in initial training, only this payment applies while in initial training (i.e. Ground Course and Line Flying under supervision). After successfully passing the initial training, the flight Allowance will be payable as per item 13 above.
18	This is a fee payable for each day the individual is assigned ground duties (including, but not limited to reserve, stand-by, office, meeting duties, practical trainings, travel/ positioning duties etc.) and/ or legal rest periods regardless of NIA. Ground fee will be converted to flight allowance for any day, which includes an FDP. Ground fee is not applicable to instructors while conducting ground trainings.
19	This is a flat additional fee per day payable in any of the following cases: - when an Individual is required to fly on less than 24 hours' notice on an off day that he is not rostered to work (subject to the Individual being fit, able and agree to do so), the roster off day is changed to a flight duty day, or - at AOG notice when Individual is called out and accepting immediate flight duty from an assigned off day, blank day, reserve, reduced rest day or other reason comparable absence day. This additional fee is applicable maximum once per each such duty day, and shall apply only to the first day in case of AOG coverage. Not applicable if the planned duty due to unforeseen circumstances extends into off day with not more than 2 hours. The off day will not be reassigned, unless its removal results in less than minimum required off days.
20	This is a fee payable for each flight sector flown above 34 sectors per calendar month. Sectors flown under training do not count towards excess sectors. There are no pro-rata payments for excess 34 sectors.
21	(a) The Client will pay 75% of total Daily Fee during the first 7 days of illness/ unfit subject to evidence being supplied upon demand. The limit for the illness/ unfit days paid by the Client is 7 days during a calendar year. From the consecutive 8 th day illness will be covered under Insurance schedule.
22	(a) Line Training Captain's Fee: This is payable per flight sector when the Line Instructor's duty is assigned by the client, and the following training activities are conducted: <ul style="list-style-type: none"> • Line flying under supervision during Either Pilot's Seat training • Line flying under supervision during Operator Conversion course • Line flying in command during Upgrade to commander course • Line Checks

	<p>(b) Ground Instructor Fee</p> <p>This is payable on top of the Flight Allowance for each Ground Course training day carried out, when requested by Client, including CRM training.</p> <p>(c) Full Flight Simulator Training Fee</p> <p>These fees are paid to a SIM Instructor/ Examiner per hour for each simulator block hour worked. SIM Instructor /Examiner’s hours do count towards excess BLH fee at item 16.</p> <p>(d) Base Training Fee</p> <p>This fee is payable for each Base Training Flight BLH in command as Instructor. Base Training hours do not count towards excess BLH fee at item 16 above.</p> <p>(e) Approved Training Organisation (ATO)</p> <p>When the individual acts as an approved ATO, the Line Training Captain’s Fee is payable as per item 20 above depending on the training provided (i.e. Line Instructor, Ground instructor Simulator training, Base training).</p>
23	<p>(a) Loyalty supplement</p> <p>This fee is payable only to NTR CPT and when the individual has been delivering services and holding renewed contracts for the Client (item 9, Schedule 1) for each 3 (three) complete periods of 18, 30 and 40 months from the date of completion of Initial training. No pro-rata payments applicable. This supplement is not payable in case the individual has been terminated on grounds that include but are not limited to; sub performance, serious unprofessional conduct or any act which brings (or could bring) the Client into disrepute.</p>
24	<p>This is contractual penalty for early termination of the contract. This clause shall cease in case of substantial unforeseen circumstances, e.g., Individual’s loss of license. This amount is due immediately and shall be withheld from any fees due if Individual resigns or is forced to terminate this agreement for whatever reason before contract expires.</p>

SCHEDULE TWO**ADDITIONAL OPERATIONAL MATTERS****1. Roster:**

- 1.1. A roster will normally be issued by the Client 14 days or more in advance.
- 1.2. Off days will be given in line with COPM.
- 1.3. Unavailable days (UNA, UPL, SICK, GRD etc.) will count towards minimum monthly off days' requirements in line with COPM.
- 1.4. No fee is applicable when Individual is unavailable or unreachable for duty.
- 1.5. In the event of lack of work and during operational downturn the Client can roster/ change the roster and send an individual home on unpaid leave.
- 1.6. Unavailable days (UNA) can only be taken in the low season (Nov 1st – Apr 30th each year) by the individual in agreement with the Client with 30 days' written notice. During the high-season (May 1st – Oct 31st) no Unavailable days (UNA) are available and therefore cannot be requested.
- 1.7. The Client reserves the right to change any duty in a published roster where it is considered necessary due to operational needs.
- 1.8. Any roster changes impacting an off day assigned less than 24 hours before the start of the off day shall be agreed with the relevant Individual.
- 1.9. If due to unforeseen circumstances the planned duty extends into off day with not more than 2 hours, the off day will NOT be reassigned, unless its removal results in less than minimum required days off.
- 1.10. The Client reserves the right to assign UPL2 activity that refers to unpaid leave.
- 1.11. No Pay ("NP") refers to not paid activity in rosters. Such activity can be assigned to distance learning/ training activities at NIA. Any other roster activities regardless of NIA may be assigned as "NP" with prior written consent.

2. Accommodation:

- 2.1. The Client provides suitable accommodation unless if the Client's operational base is the same as the Individual's Nearest International Airport (NIA) or if the Individual lives within 60 kilometres of the assigned operational base. Suitable accommodation can be provided upon request to prevent excessive fatigue in accordance with the Fatigue Risk Management System principles.
- 2.2. Any damage caused by the individual to the accommodation provided by the client (incl. lost keys) will be covered by the Individual.
- 2.3. The Client reserves the right to deviate from Schedule two clause 2.1. with prior written consent.

3. Travel

- 3.1. The Client arranges all travel from/to the Nearest International Airport (NIA) (ref Schedule One) for duty purposes and whilst in training, unless the NIA of the individual and the client operational base are the same.
- 3.2. All non-duty travel costs will be borne by the individual.

- 3.3. The Individual will be responsible for their own transport to the NIA ,regardless of the client's operational base.
- 3.4. The Client reserves the right to deviate from Schedule two Clause 3.1. with prior written consent.

4. Training:

- 4.1. If the Individual fails any of the necessary tests or exams during training or otherwise fails to meet the specified standards of the client, the Individual may be given a further attempt to reach the required standards provided that during the period between the first and second attempts NO fee may be claimed by the Individual.

5. Contracts

- 5.1. This agreement shall only be valid if the Individual signs ALL documents which are attached to or referred to in this agreement, they are not falsified nor circumstances forming essential basis of this agreement have changed since, and all such crucial documents are returned to Aerviva. Aerviva shall not be obliged to make any payments to the Individual if any of the documents are unsigned and unreturned, contain false information or representation (Agreed Sum would then become due from the Individual in case of falsifications under same circumstances as of the Agreement clause 8.2.).

6. Days off:

- 6.1. Off days will be given in line with COPM.

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SCHEDULE THREE

TABLE A

Captain

Scale	Experience	Daily flight allowance, EUR	Excess BLH fee above 75 BLH, EUR	Ground fee, EUR	UNA days limit per calendar year	Additional
Scale CP UPG*	CP UPG/ NTR CP	135	30	45	30	
Scale 1	Up to 500 BLH on A320 family	190	40	63	30	
Scale 2	Up to 1500 PIC BLH on A320 family	220	50	73	30	
Scale 3	1500 - 3000 PIC BLH on A320 family	235	55	77	30	
Scale 4	>3000 PIC BLH on A320 family	250	60	82	30	
LTC/ TRI	SmartLynx appointed LTC/ TRI	-	-		30	
Scale 5	SmartLynx appointed TRE	265	62	87	30	

First Officer

Scale	Experience	Daily Flight allowance, EUR	Excess BLH fee above 75 BLH, EUR	Ground fee, EUR	UNA days limit per calendar year	Additional
Scale 1.1	1st year after successful passing initial training line check	45	25	26	30	
Scale 2.1	2nd year after successful passing initial training line check	75	27	37	30	

Scale 3.1	3rd year after successful passing initial training line check	75	27	37	30	
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TABLE B

Agreed Assignment.

Daily cost of suitable substitute.

Position	Euros per day
Captain	250
First Officer	100

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