



Agreement  
Between  
**Atrans Aviation Group**

**And**

Pilot: .....

468 North Camden Drive, suite 200  
Beverly Hills, CA 90210  
United States of America.

Pilot's initial: \_\_\_\_\_

Company's initial: \_\_\_\_\_

**THIS AGREEMENT** is made between Atrans Aviation Group Inc “**AAG**”, registered head office at 468 North Camden Drive, suite 200, Beverly Hills, CA 90210 (hereinafter called “**AAG**”) license no: C3661364.

BVI branch: Atrans Aviation Group Limited, registered office at P.O Box 3175, Road Town, Tortola, BVI.

Vietnam branch: AAG Joint Stock Company, registered office at Hai Au building, FL4, 39B Truong Son st, Ward 4, Tan Binh District, Ho Chi Minh City, Vietnam. Represented by .....

and

Mr. .... (hereinafter called the “**Contractor**”) passport no: .....

**WHEREAS**

AAG is engaged principally in the selection and provision of suitably qualified personnel for their clients and for third parties world-wide.

AAG has been requested to recruit and engage a suitable person or persons in the capacity of A320 pilot so that their services can be made available to VietJet Air of 60A Truong Son St, Ward 2, Tan Binh District, Ho Chi Minh City, Vietnam (hereinafter called **The Airline**).

AAG agrees to send to VietJet Air at least 10 (ten) qualified cadet pilots for the enrolment of Five Hundred (500) block hours from the right seat of A320 aircraft during VietJet Air flight operations, A320 Line Training Program (hereinafter – "The Program").

Upon completion of 500 hours Line Training Program, AAG will second all cadet pilots to VietJet Air to occupy the First Officer position with 36 months contract.

**A. AGREEMENT FOR 500 HOURS LINE TRAINING PROGRAM**

1 The Contractor shall meet the following minimum requirements:

- Hold a valid and current A320 Type Rating.
- Hold a Commercial Pilot with Multi Engine Land Certificate (ME-CPL)
- Instrument Rating (IR)
- Minimum English ICAO Level 4.

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- Must be physically and mentally fit.
- Class 1 medical
- ATPL Frozen, ATP, MCC.
- All licenses accepted such as FAA, JAA, CAA, CASA and etc..
- The Contractor will be required to undergo The Airline's approved Simulator assessment prior to being accepted.

- 2** The Contractor shall produce evidence of all licenses held by him to The Airline and take such steps (if any), as may be required to qualify himself under the laws of Vietnam to provide services to The Airline.
- 3** The Contractor shall present to VietJet Air valid licenses, type ratings and medical certificates as it is stipulated in this agreement. If The Contractor's license, type rating or medical certificate is due to expire while attending the Program, The Contractor will renew the item to be expired at The Contractor's own expense.
- 4** The airline obliges to provide The Contractor with the following:
- 4.1** Operator's Conversion Course required by the Aviation Authorities in accordance with OPS 1.945.
  - 4.2** Five Hundred 500 block hours from the right seat of A320 aircraft during The Airline operations including the Base training and the initial minimum of forty (40) legs or one hundred (100) block hours and the line check with line training Captain, TRI, TRE.
  - 4.3** One (1) Standard VietJet Air Uniform set to be kept by The Contractor throughout duration of program and thereafter returned to VietJet Air in good condition considering normal tear and wear.
  - 4.4** All Manuals and Operational Documentation required completing the Program which shall be returned to VietJet Air immediately upon completion of program.
  - 4.5** Observation Flights if any as required by local Authorities and VietJet Air in addition to the Five Hundred (500) block hours from the right seat of A320 aircraft during VietJet Air operations.
  - 4.6** VietJet Air shall support The Contractor to complete all documentation (including, but not limited to CAAV license) necessary to be eligible for the Program.
  - 4.7** Should The Contractor be required to out-base overnight during VietJet Air

operations, VietJet Air agrees to provide such The Contractor's transportation between airport and hotel, accommodation in 3 stars or equivalent hotel in a single room and meals.

**4.8** VietJet Air will provide transportation service for on duty The Contractor from office-airport- office

**4.9** VietJet Air shall do its reasonable efforts to provide The Contractor with the highest possible average amount flight hours a month from the right seat of A320 aircraft in order to reduce the duration of the Program

**5** The Airline shall pay for Simulator Check fee only, other fees such as: Air ticket, hotel, Visa... The Contractor has to pay by himself.

**6** During the Program (500 flight hours) no salary have been paid for The Contractor.

**7** The Contractor is required to provide his own health insurance. VietJet Air places The Contractor under the same liability insurance coverage as its regular first officers.

## **8 PAYMENT**

**8.1** The Contractor agrees to pay AAG ninety five thousand dollars (USD95.000) for the Program cost according to the following payment plan:

- Fifteen thousand dollars (USD15,000) shall be paid one day after The Contractor has enrolled in the Program.

- Thirty five thousand dollars (USD35,000) shall be paid one day after passing the Skype interview or Face to Face interview with the Airline.

- Forty five thousand dollars (USD45,000) shall be paid one day after passing the Simulator Check with the Airline.

**8.2** Payments shall be made by The Contractor to AAG following each period invoice send out to The Contractor.

**8.3** In case of the Contractor fails to make any payment from the date receiving of invoice, this agreement will not take its validity.

## **9 REFUND**

**9.1** Should The Airline be unable to complete the Program of a Contractor for any

reason including reasons beyond The Airline control, AAG undertakes to refund The Contractor the entire money paid in advance by The Contractor to AAG within thirty (30) days from the date The Airline and AAG notifies The Contractor that The Airline is unable to complete the Program of The Contractor.

- 9.2** In case The Contractor fail the Simulator Check by The Airline, AAG does not have to refund The Contractor the entire money paid in advance by The Contractor to AAG. The contract has to pay for the expense of Re-taking the Simulator check by the airline.
- 9.3** In case The Contractor fail the line training check by The Airline in first two hundred (200) hours, The Contractor shall no longer be in the Program, and AAG shall refund to The Contractor USD20,000.
- 9.4** AAG shall be entitled to terminate the engagement of The Contractor within this agreement and AAG does not have to refund to The Contractor in cases of:
- If The Contractor commits any grave misconduct or any conduct which brings The Airline into disrepute,
  - If The Contractor fails or refuses to carry out his duties according to the company's schedule,
  - If The Contractor absence through sickness, or any other reason, exceeded 05 days without express permission of The Airline.
  - If The Contractor found to have any action contrary to the relevant aviation authority regulation, company policies or is found to have any action which could diminish his capacity to work safely.
- 9.5** If The Contractor terminates this agreement at his discretion, AAG does not have to refund The Contractor the entire money paid in advance by The Contractor to AAG.
- 9.6** In case AAG does not provide any Screening Check by VietJet Air after 3 months from the date of signing this agreement, AAG shall refund The Contractor the entire money paid in advance by the Contract to AAG.

## **B. AGREEMENT FOR THE SECONDMENT AFTER 500 HRS LINE TRAINING PROGRAM.**

- 1** Upon completion of 500 hours Line Training Program, AAG will second The Contractor to VietJet Air to occupy the First Officer position, and will be paid salary as the pay scale is stipulated in Clause **B.5**.

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- 2 Assignment end date: 36 months from the date The Contractor completes 500 hours Line Training Program.
- 3 The Contractor shall remain a pilot of AAG at all times and shall not be deemed to be a pilot of The Airline by virtue of the Secondment.
- 4 During the term of this Agreement the Contractor shall render services to The Airline upon the following terms and conditions:
- 4.1 The Contractor shall undertake and perform such duties as The Airline require, in accordance with the working conditions as they apply to temporary crew, and flight hour limitations operated by The Airline. He will observe and comply with all instructions and regulations from time to time given to him by The Airline.
- 4.2 In rostering the Contractor for duty The Airline shall allow him to have a roster pattern which shall have two options:  
**Option 1** - Six weeks on duty, two weeks off duty; or  
**Option 2** - Three weeks on duty, one week off duty; or.  
Provided however that The Airline may request the Contractor to reschedule such days free of duty and the Contractor shall not unreasonably withhold his agreement to such rescheduling. The last working day which will automatically terminate duty and vacation.
- 4.3 The Contractor is required to clear with the Chief Pilot/Operations Co-Ordinator and have him duly authorise in advance individual requests for changes to the published, official roster.
- 4.4 The Contractor shall be provided by The Airline with suitable means of ground transportation at layover stations, excluding the base, to and from airfields whilst on duty.
- 4.5 The Contractor shall produce evidence of all licences held by him to The Airline and take such steps (if any), as may be required to qualify himself under the laws of Vietnam to provide services to The Airline.

## **PAYMENTS**

### **5 5.1 First year contract:**

In consideration of his services hereunder AAG shall pay to The Contractor:

- Basic salary of USD (\$1,000/month), payable in arrears on the 20<sup>th</sup> day of each month by direct transfer to The Contractor's bank account, details

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of which shall be furnished in writing by The Contractor to AAG as soon as possible after execution hereof.

- A monthly allowance of USD (hour allowance: \$12/hour, sector allowance \$5/sector, Per diem: \$20/ night (when lay over out of base)) shall be paid pro rata by AAG to The Contractor whilst on duty in arrears on the 20<sup>th</sup> day of each month by direct transfer to The Contractor's bank account.

**Second year contract:**

In consideration of his services hereunder AAG shall pay to The Contractor:

- Basic salary of USD (\$1,600/month), payable in arrears on the 20<sup>th</sup> day of each month by direct transfer to The Contractor's bank account, details of which shall be furnished in writing by The Contractor to AAG as soon as possible after execution hereof.

- A monthly allowance of USD (hour allowance: \$20/hour, sector allowance: \$10/sector, Per diem: \$30/ night (when lay over out of base)) shall be paid pro rata by AAG to The Contractor whilst on duty in arrears on the 20<sup>th</sup> day of each month by direct transfer to The Contractor's bank account.

**Third year contract:**

In consideration of his services hereunder AAG shall pay to The Contractor:

- Basic salary of USD (\$2,200/month), payable in arrears on the 20<sup>th</sup> day of each month by direct transfer to The Contractor's bank account, details of which shall be furnished in writing by The Contractor to AAG as soon as possible after execution hereof.

- A monthly allowance of USD (hour allowance: \$40/hour; sector allowance: \$15/sector; Per diem: \$50/ night (when lay over out of base)) shall be paid pro rata by AAG to The Contractor whilst on duty in arrears on the 20<sup>th</sup> day of each month by direct transfer to The Contractor's bank account.

**5.2** Pay period will start on the 1<sup>st</sup> day of every month and end on the 1<sup>st</sup> day of next month.

**AIRLINE TICKETS**

**6** The Airline shall ensure that the contractor and their qualified family members shall have Free of Charge, travel on The Airline's network follow the policies of Vietjet air.

**COMPLIANCE WITH LAWS**

**7 7.1** The Contractor shall abide by all laws of Vietnam and any other States in which he may be required to perform his duties hereunder.

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**7.2** The Contractor shall not consume alcoholic beverages of any kind in the period beginning 12 hours before the time at which he is rostered for duty.

**TAXATION**

**8** AAG shall be responsible for the payment of the contractor's income based taxes or social security charges or levies to the extent that such taxes or social security charges or levies arise in Vietnam.

**CURRENCY**

**9** Any reference to USD in this Agreement shall be deemed to refer solely to the lawful currency of United States of America.

**TERMINATION**

**10 10.1** AAG may terminate this Agreement if The Contractor:

- a. shall commit any grave misconduct or any conduct tending to bring himself or AAG or The Airline into disrepute, or any serious breach or non-observance of any of the conditions of this Agreement;
- b. shall be deemed unsuitable for the subject assignment by The Airline for any specific reason;
- c. Shall will fully neglect, fail or refuse to carry out his duties as requested by the Airline, AAG and required by this agreement;
- d. Is found to have misrepresented his qualifications;
- e. Is convicted of any criminal offence that may carry a custodial sentence;
- f. Fails to carry out any reasonable request by the Airline, it authorized agents or AAG;
- g. Shall fail any simulator or line check (initial or recurrent) and medical as carried out by the Airline;
- h. Is implicated in Terrorism Organizations all over the world.

**10.2** If The Contractor terminates this contract at his discretion, he shall pay to AAG USD40,000.

**10.3** The Contractor who have completed at least 36 months of service under his Term of Service and submit a signed written letter of resignation, submitted with at least sixty (60) days' notice before finishing contract to AAG in the event they voluntarily terminate his contract with AAG.

- 10.4** The Contractor who have unprofessional actions as: misconduct or disrepute or refuse his duties, he shall pay to AAG USD40,000 when is terminated his contract.
- 10.5** The Contractor shall fail any initial or periodic simulator/aircraft proficiency check or line check carried out by or on behalf of The Airline or fail to maintain the required standard of proficiency performance and qualification, then AAG shall be entitled forthwith to terminate this Agreement without notice and without any payment in lieu of notice and The Contractor shall only be entitled to so much of his payment as shall have accrued to the date of such termination.
- 10.6** The Contractor shall following termination of this Agreement return to The Airline all manuals, items of uniform, identity card and any other items of property issued to The Contractor by or on behalf of The Airline.

#### **INCAPACITY**

- 11** **11.1** The Pilot will be provided with six (6) paid sick days per calendar year. Sick Days will be pro-rated for partial years of service. Pilot is entitled to exercise Sick Days after sixty (60) days of service under the terms of this contract.
- 11.2** Pilot shall provide a written letter or certificate to The Airline from a qualified physician at an International Clinic when Pilot is sick for two (2) or more days. Pilot shall advise The Airline for each day he/she is sick. Pilot shall advise The Airline as soon as he/she is fit for flight duty.
- 11.3** Once the pilot notifies The Airline that he/she is full capable to resume his/her duties, The Airline may, if the period of ill exceeds five (5) days, require the pilots to undergo a medical examination.
- 11.4** In the event the Pilot uses more than accrued days of sick leave, the Pilot's remuneration will be reduced in an amount equal to one thirtieth (1/30) of the Monthly salary. Base Rate Payable per Calendar Month.
- 11.5** The contractor will not be required unpaid leave without agreement of Chief pilot and Director of Flight Operation. If the Contractor may intends to leave the roster assignment with a minimum of 6 unpaid-leave days the airlines will hold the salary of the contractor, the airlines will pay next monthly payment after coming back for working. During period unpaid leave, the contractor must provide a written letter or certificate to The Airline from a qualified physician at an International Clinic each 10 days.

**11.6** After 30 unpaid leave days, the contractor will present at Vietjet air's office unless the contractor will meet terms and conditions in items # 10 of this agreement.

**MEDICAL**

**12 12.1** It shall be the responsibility of the Contractor to ensure that he has all necessary vaccinations/inoculations required for any State in which he may be required to perform his duties and that all such vaccinations/inoculations are kept up to date.

**12.2** In respect of any period of incapacity through accident or ill health extending for 3 consecutive days or more, the Contractor shall, at his own expense, furnish to AAG a certificate from a registered Medical practitioner setting out the nature of such incapacity and the probable extent of the periods of incapacity.

**12.3** The Contractor shall, at any time during the period of this Agreement, submit at the request of AAG to a Medical Examination by any registered Medical Practitioner nominated by AAG and shall, as part of such examination, submit to any reasonable x-ray or other diagnostic tests or procedures by such registered Medical Practitioner.

**CONFIDENTIALITY**

**13** The Contractor recognises and acknowledges that details of AAG's and The Airline's customers, arrangements, contracts (including the contract between AAG and The Airline and the contract between AAG and the Contractor) techniques manuals and other policies and procedures which may exist from time to time are valuable, special and unique assets of their respective businesses. Therefore, the Contractor will not, during the term of this agreement, or for a three year period thereafter, disclose any of the above or other information or any part thereof to any person, firm, corporation association or any other entity for any reason or purpose whatsoever.

**MISCELLANEOUS**

**14** The Contractor agrees that he will not, during the term of this Agreement or for a one year period thereafter, provide his services to The Airline either directly or indirectly in any capacity without the prior written consent of AAG.

- 15** This Agreement shall be governed by the laws of Vietnam. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Vietnam in accordance with the Arbitration Rules of the Vietnam International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of 03 (three) arbitrators. The language of the arbitration shall be English.
- 16** The terms of this Agreement may be varied in writing by mutual agreement between the parties.
- 17** In this Agreement, every word importing the masculine gender shall if appropriate be construed as if it imported the feminine gender.
- 18** This Agreement shall not become binding until it is executed by AAG. The Agreement supersedes all prior agreements, whether written or oral, between the Contractor and AAG or any related company thereof.
- 19** The benefit of this Agreement may be assigned to, and enforced by, any company which is for the time being a member of the same Group as AAG, provided that such shall not give rise to additional taxes or costs being incurred by the Contractor. AAG shall remain liable for the remuneration due to the Contractor hereunder in the event that the assignee fails to meet any such obligation. Group means in relation to AAG every other company which is for the time being a subsidiary or holding company of AAG or a subsidiary of any such holding company.

SIGNED for and on behalf of **AAG**

DATE: .....

\_\_\_\_\_  
Mr. ....

SIGNED by the **Contractor**

DATE: .....

\_\_\_\_\_  
Pilot: .....

Pilot's initial: \_\_\_\_\_

Company's initial: \_\_\_\_\_