

This Aircraft Training ExclusiveService Agreement in Europe („Agreement“) is made on this date in month of [REDACTED] year 2014 between:

[REDACTED]
Address [REDACTED]

hereinafter referred to as the „Customer“ on the one part

and

JSC BFA AIRLINES, company code 302960856, having its registered office address at Jonazoliu 6-24, Vilnius, LT-04134, Lithuania, a company duly incorporated under the laws Republic of Lithuania hereinafter referred to as the „BFA“on the other part.

PARTIES HEREBY AGREE AS FOLLOWS

1. AGREEMENT

This Agreement together with the attached Appendix A to an agreement constitutes the Contract between the Parties on the subject matter. The Appendix A to an agreement shall form an integral part of the Contract between Parties on the subject matter thereof unless specifically otherwise provided for in this Agreement.

2. TERM

This Agreement shall become effective on the date mentioned above and shall continue in full force and effect ive till 14 of August 2015 (the “Term“) unless terminated earlier in accordance with the provisions of the Contract. This Agreement shall thereafter automatically renewed for successive Three-year periods unless either party provides written notice of termination to the other not later than 90 days prior to the end of the initial term or any subsequent terms.

3. Validity Date of Agreement

Till [REDACTED], 2016

4. Time of Delivery

From [REDACTED], 2014

5. Objective,Specifications and Prices

See Appendix A

BFA

(signature)

Customer

(signature)

6. V.A.T

Not Applicable

7. Cancellation Fees

According to General Terms and Conditions.

8. Terms of Delivery

According to General Terms and Conditions.

9. General Payment Terms

See clause 7. Price and Payment

General payment terms apply to all products, including hotel that has been booked by BFA, unless stated for individual products in Appendix A, Specifications and Prices.

Payments for airline tickets if arranged by BFA, will be invoiced by delivery.

METHOD OF PAYMENT

Invoices will be addressed to:

[REDACTED]

Address [REDACTED]

All amounts set forth in this Agreement are stated in, shall be invoiced and paid before the commencement of any of the training services. All bank charges will be borne by Customer.

Payment shall be made in the form of wire transfer to:

Beneficiary: UAB BFA Airlines

Adutiskio g. 3-3, Vilnius, LT-02112, Lithuania

Beneficiary's account: LT 687230000006467237

Beneficiary's UAB Medicinos bankas, Pamenkalnio g. 40, LT-011114, Vilnius,

Bank code 72300

SWIFT: MDBAL

INDEXATION

The indexation factor to be applied to the prices as per Appendix A of the General Terms and Conditions of the Agreement is the following: the Harmonized Indices of Consumer Prices (HICP) – Euro Zone – All items (or any index in replacement thereof). This index is compiled by Eurostat, and can be found on its web page <http://europa.eu.int/com/eurostat/>.

BFA

(signature)

Customer

(signature)

10. Notice

Any changes or amendments to this agreement shall be negotiated and signed by both parties and with reference to this contract.

Any notice under this Agreement and General Terms and Conditions, given by either Party to the other, shall be in writing addressed to:

Contract Contact:

UAB BFA Airlines:
Attn: Matas Maciulis

General Director
Jonazoliu 6-24
LT-02187 Vilnius, oLithuania

Customer Contact:

Customer:
Attn: [REDACTED]

Pilot
Address [REDACTED]

Phone: 370-61027171
Fax no:
E-mail: info@bfa-airlines.eu

Phone:
Fax no:
E-mail:

The Parties shall promptly notify each other of any change in the above addresses.

If you are in agreement with the terms and conditions in this Agreement, please sign both originals and return one to BFA.

GENERAL TERMS AND CONDITIONS

Dated [REDACTED], 2014 governing the relations between the Buyer and BFA, its employees, officers, agents, and independent subcontractors as the case may be, with its headquarter at Vilnius- International airport, Lithuania, in the following referred to as „BFA“, for the performance of BFA's training or training services.

1. VALIDITY

These General Terms and Conditions forms part of any written acknowledgement from BFA for ordered training or training services, or any agreement between Buyer and BFA.

By making use of BFA's training or training services, Buyer also accepts these General Terms and Conditions. In case of inconsistencies between these General Terms and Conditions and the Main Agreement between Buyer and BFA, in which reference is made to these General Terms and Conditions, the Main Agreement supersedes these General Terms and Conditions. „In writing“ in the following is defined as a signed paper document or telefax or an electronic mail. Agreements or contracts shall be signed paper documents. BFA accepts telefaxed copies of signed agreements or contracts. This Contract comes into force on the date of signing this Contract by both parties.

BFA

(signature)**Customer**

(signature)

2. LOCATION

The training or training services will take place in one of Middle Azija airlines.

3. SCHEDULING

Requests for scheduling of training or simulator periods (normally 4 hours) shall be made to BFA's Customer Planning in writing. Scheduling will be made on a first come- first serve basis, and will be confirmed by BFA in writing.

4. CANCELLATION FEES

Cancellation of ordered training or simulator periods (in the following referred to as the „resource“) by Buyer shall be made in writing to BFA's Customer Planning. Cancellation fees will be invoiced as below:

- Cancellation with 60 days notice or less Customer more than 30 days: 50% of the price of the cancelled resource.
- Cancellation with 30 days notice or less bCustomer more than 15 days: 75% of the price of the cancelled resource.
- Cancellation with 15 days notice or less, or no-show: 100% of the price of the cancelled resource.
- (One day=24- hour period prior to scheduled start time of planned activity).

5. TECHNICAL FAILURE OF THE TRAINING EQUIPMENT

In case Buyer is unable to use the training equipment, such as flight simulators, cabin trainers etc., due to a technical failure, the Buyer will be compensated with the same amount of time as was lost.

6. COSTS

Buyer shall be responsible for all costs related to training:

- Any cost involved for visa
- Flight tickets
- Hotel accommodation
- Any cost for line training

7. PRICE AND PAYMENT

BFA will submit invoices to Buyer for the amounts due BFA for ordered training or training services. All payment shall be made in full after signing an agreement. The Customer shall pay to BFA for the booked Training Services the prices specified in the Agreement. The prices mentioned in the Agreement are exclusive of all Customeries, taxes or other levies, as applicable in the relevant country of performance, which shall be added by the Provider to the invoice and paid by the Customer. The prices are based upon the contents of the subject Course as on the date of execution of this Agreement. Customer acknowledges that any change to such contents due to any requirements of either Customer or any regulatory authority shall result in an amendment in such prices, taking into account the extent of the changes. The amended rates shall become

BFA

(signature)

Customer

(signature)

effective per the date such changes materialize. The Customer acknowledges that there may be a price increase at the end of each calendar year as per the indexation formula specified in the Agreement, with Customer further notice. Any delay in the payment of an invoice shall bear one per cent (1%) interest per each day of delay, compounded monthly. Unless otherwise provided for in the Agreement, BFA requires prepayment of all payments due by Customer for the Training Services as mentioned on the invoice(s), which shall only be performed if such prepayment has been received by the Provider ultimately one business day prior to the starting date of the relevant Training Services, as confirmed by Provider's bank. BFA explicitly reserves the right to immediately suspend, without notice, any Training Services if the Customer is in default with any obligations towards BFA under the Contract and all costs and losses as a result of such suspension, including the price of the suspended Training Services, shall be for the account of Customer. In addition, failure to pay may result in BFA's suspension or withdrawal of the provision of services, including withholding of documentaion or certification.

8. CONFIDENTIALITY

Any Agreement between Buyer and BFA shall be treated by both parties as confidential and shall not be released in whole or in part to any third party with Customer prior written consent of the other party.

9. LOG

The Customer shall sign a journey log as completed by the Provider each time the Customer uses Equipment, indicating the number of hours the Equipment was used. The Trainee will receive a copy of the journey log. The Customer will be billed even if there is a late arrival of a Customer Representative and the Customer will be charged on an hourly basis for any time spent in the Equipment in excess of the booked time. Based on the information contained in the log, the Provider will prepare an invoice of the hours spent on any Equipment in excess of what has been pre-paid by the Customer. Appendix A (Rates) shall analogously apply to these invoices. In the absence of manifest errors, the journey logs shall be conclusive evidence as between the Customer and the Provider of the actual hours of usage of the Equipment.

10. DEFECTS

If there is a defect or deficiency in the Equipment that materially affects the portion of the training to be or being done by the Customer, it will be entitled to either continue with the training, in which case it will be deemed to have successfully completed the booked training session or, alternatively, to suspend the training. In all cases, the Customer shall promptly report any defects or deficiencies in the Equipment to the Provider. If the Customer suspends the training, the Provider shall promptly address any such defects or deficiencies and shall in consultation with the Customer determine the extra time required to complete the training and the date and time on which the training can actually be completed. BFA's liability for (parts of) training sessions lost as a result of such defects or deficiencies will at all times be limited to the rescheduling of these (parts of the) training sessions within a reasonable period, at mCustomerually agreeable time and for such period of time required to achieve the training objective of the training session at issue. If the Customer so wishes, it can also be reimbursed for the (parts of) training sessions lost proportionate to the invoiced amounts for such (parts of the) sessions.

11. COMPLIANCE WITH LAWS

The Customer is responsible for ensuring that all Customer Representatives will comply with all applicable laws, rules, regulations, company practices, directives and codes of conduct in the location where the Training Services are provided as well as all terms and conditions of this Contract.

BFA

(signature)

Customer

(signature)

12. USE OF EQUIPMENT

The Customer agrees to prudently use any Equipment and Training Materials upon which it receives Training Services and it shall be responsible for any losses, damages, costs, expenses and fees incurred directly or indirectly as a result of the use of the Equipment and Training Materials by a Customer Representative contrary to the terms of the Contract. In all cases where the Customer directly retains its own instructors, Customer shall ensure that they have the knowledge, skills and qualifications necessary to use the Equipment and shall provide proof of same to BFA if so requested.

13. STANDARD OF PERFORMANCE

The Training Services shall be performed in accordance with the standards and practices pertaining to the Provider as a licensed training centre. The Customer shall at all times be solely responsible to ascertain that its trainees meet the entry level requirements of the Course as promulgated in the Syllabus and their ability to sufficiently understand English. BFA shall not be responsible for the competency of any of the Customer Representatives who may receive or, as the case may be, provide Training Services, or for the operation, servicing, repair or maintenance of any aircraft by such Representatives after completion of such Training Services. BFA does not guarantee that any person receiving the Training Services will achieve the necessary proficiency to qualify for any licence, certificates or ratings issued by any regulatory agency or government authority and the Customer shall be solely responsible for applying for same. If the Provider believes that Customer trainees require any remedial or excess training to successfully complete a Course, the Provider will timely advise the Customer. If so instructed by the Customer, the Provider shall provide such remedial or extra training against published list prices.

14. APPROVALS

The Provider shall only be responsible for obtaining and maintaining the approvals required for the Training Services to the extent specified in the Agreement. Any other licenses or approvals required with respect to the Training Services shall be the sole responsibility of the Customer. Cancellation based on the lack of approvals that are the responsibility of the Customer shall entitle the Provider to financial compensation on the same basis as if it were a cancellation by Customer under Appendix A.

15. TRAINING MATERIAL

The party providing the Training Material for the performance of the Training Services warrants that it is the owner thereof or that it has the right to provide same to the other party for use for the Training Services and it will indemnify and keep the other party harmless from and against any claim and/or liabilities whatsoever related to the infringement by such Training Material of any third party rights. Any Training Material to be provided by Customer to BFA for the proper performance of the Contract shall be timely made available by Customer. Any Training Material used shall be for the sole purpose of the Training Services and the Customer shall ascertain that such material shall not be used or applied for operational purposes, like for operating or maintaining aircraft. Any Training Material compiled by BFA on the basis of documentation provided by the Customer pursuant to this clause shall become proprietary data of BFA.

BFA

(signature)

Customer

(signature)

16. TITLE

The Customer acknowledges that the Equipment, the Training Material as well as any specifications, plans, drawings, technical documents, software and anything else that may be viewed by the Customer during the course of the Contract, unless specifically provided by Customer, is proprietary to BFA (the „Proprietary Items“) and is provided to the Customer solely for the Training Services purposes under the Contract. The Customer agrees to use only those portion of the Proprietary Items as aCustomerauthorized by BFA and in the manner instructed by BFA . The Customer recognizes and agrees that it shall not have any claim or right with respect to any Proprietary Item provided by BFA .

17. RESPONSIBILITIES

17.1 All pilots, ground personal training will be performed in accordance with the standards and practices of BFA subject to approval of Lithuania CAA

17.2 All trainings will be conducted in English language.

17.3 BFA shall not assume any liability for the performance of Trainees.

Entry requirements:

- 70 hours as pilot-in-command of airplanes;Total flight time 200 hrs
- Valid ME, IR (multi-engine, instrument rating);
- Valid CPL (ATPL theory) or ATPL;
- Valid B-737-300-900 Type rating
- Valid Class 1 Medical Certificate;
- MCC certificate of completion*;
- CRM certificate
- Emergency training certificate
- Dangerous goods training certificate

18. LIABILITIES AND INDEMNIFICATION

Buyer releases BFA, its agents,servants,employees or representatives („Indemnitees“) from any liability for and must indemnify and hold harmless the Indemnitees from and against any and all claims,suits, judgements, damages, liabilities and losses (including aircraft), including costs and expenses incidental thereto of any nature whatsoever and regardless how caused, arising out of or attributable to any training, advice, assistance or services provided hereunder or any other matter related to this Contract.

19. INSURANCES

Buyer shall maintain any and all personnel insurance required for Buyer's personnel, such as but not limited to insurance covering general liability, personal accidents, hospital care, etc. BFA will not cover any cost or expenses arising from any accident to or sickness or liability of any of Buyer's personnel whenever or for whatever reason such costs or expenses have been incurred.

BFA

(signature)

Customer

(signature)

Buyer shall keep all students-pilots insured in respect of liability arising from loss of or damage caused to BFA's property by Buyer's personnel.

20.FORCE MAJEURE

20.1 If circumstances arise which are beyond the reasonable control of the Parties to this Contract and which make it impracticable or impossible for them to fulfil in whole or in part any of their obligations in accordance with the Contract ("Force Majeure") the affected Party shall forthwith dispatch a notice to the other Party within (3 days of the later date when such circumstances occurred or became known to that Party.

20.2 If the Party affected by such circumstances has taken all reasonable precautions to minimise the expenses, has exercised due care and taken reasonable alternative measures all with the objective of performing this Contract, then the failure of such Party to fulfil any of its obligations hereunder shall not be considered a breach of, or default under, this Contract.

20.3 Force Majeure shall not include insufficiency of funds or failure to make payments due under the provisions of this Contract.

20.4 BFA or Customer may terminate the Contract after the occurrence of Force Majeure circumstances contemplated in this Clause if such circumstances prevail for over fifty (50) days from the day on which they have first occurred or become known to BFA and Customer

21. EXCUBFALE DEALY

The parties shall not be responsible for, nor be deemed to be in default on account of delays in the performance of any agreement or these General Terms and Conditions, regardless of how caused or motivated, due to acts of God, fire, explosion, war, riots, labor disputes, strikes, governmental regulation or any other causes beyond the parties' reasonable control and not due to their fault and negligence. The parties shall not be charged with any liability for failure to perform any agreement between Buyer and BFA or these General Terms and Conditions, when the delay is the result of the foregoing ExcuBFAle Delays.

The parties shall give notice to each other of the commencement of an ExcuBFAle Delay within ten (10) days thereof. Such notice shall state the nature of the delay and if possible, its expected duration.

However, if the cause of the delay is such as to render any agreement between Buyer and BFA or these General Terms and Conditions impracticable, either party shall have the right to terminate this Agreement.

22. Laws

Any dispute between the Parties hereto arising under or in connection with these General Terms and Conditions or any Agreement between Buyer and BFA, including any dispute as to the validity thereof, shall- if not settled between the Parties- be referred to and exclusively settled by arbitration in Vilnius, Lithuania, in accordance with the Lithuanian arbitration act. The laws of Lithuania shall govern the validity, construction, interpretation and effect of these General Terms and Conditions and any agreement between Buyer and BFA.

This Contract shall be governed by and construed in accordance with the law of the Republic of Lithuania.

This Contract comes into force on the date of signing this Contract by both parties.

BFA

(signature)

Customer

(signature)

23. REPORTING DOCUMENTS

BFA shall sign Statement of work fulfilled and provide it to Customer in two copies not later than 10 (ten) days on completion of the services provided.

24. TERMINATION

The Contract may be immediately terminated by a party without any further notice being required if the other party files a voluntary petition in bankruptcy, shall be adjudicated bankrupt or insolvent, shall seek any reorganization or liquidation, shall seek or consent to or acquiesce in the appointment of a trustee, shall may any assignment for the benefit of creditors or, generally, if there is a detrimental change in its financial position. In addition the Contract may be terminated if a Party material breaches its obligations under the Contract and fails to remedy such breach within the reasonable term notified by the other party. Furthermore, each party has the right to terminate the Contract with three months written notice. Termination does not prejudice the rights and remedies that are available at law or otherwise. Termination or expiration of the Contract shall neither effect the validity of any bookings made at the time of termination or expiration, nor will it effect the provisions of the Contract which by their nature and context are intended to survive.

25. GENERAL

No waiver or any breach of any provision of any agreement between Buyer and BFA or these General Terms and Conditions shall constitute a waiver of any subsequent breach of the same or any other provision hereof and no waiver shall be effective unless made in writing and signed by both Parties.

No modification, alteration or waiver of any provision herein contained shall be binding on the Parties hereto unless evidenced by at parties written amendment signed by duly authorized representatives of both Parties.

UAB BFA Airlines.

Customer

Director Matas Maciulis

[REDACTED]

BFA

(signature)

Customer

(signature)

Appendix A – Charges and Refunds

1. B-737CL Line Training 500 flight hrs 50000 Euro.
2. Customer must pay a deposit of Euro 5000 to BFA in order to start the process of license validation with the Central Asia CAA and book a start date for line training with the Central Asia airline.
3. Customer must pay Euro 45000 (the balance for Euro 50000) after interview with the airline and before the beginning of the line training.
4. As agreed upon, BFA will pay the airline by 10000-Euro parts. Every 10000 Euro will be paid before the beginning of its respective 100 hours.
5. Euro 5000 will be reimbursed to customer in case the license validation is not provided to customer within the delay specified by BFA and agreed upon.
6. Not trasfered money to an airline will be reimbursed to customer in case the Central Asia airline cannot provide line training.

Conditions

1. This Exclusive Agreement is valid till [REDACTED] 2016.
2. Customer can't negotiate directly with an airline representatives regarding line training, for that penalty 50000 Euro

UAB BFA Airlines.

Customer

Director Matas Maciulis

[REDACTED]

BFA

(signature)

Customer

(signature)