

Leonardo S.p.a.

Leonardo Training Academy

General Terms & Conditions for the Supply of Training Services





1. General Terms and Conditions for the supply of Training Services

1.1 Unless otherwise specified in the Proposal (hereinafter referred to as "Proposal") issued by Leonardo S.p.a., acting through Leonardo Training Academy organization (LTA), the supply of Training Services is subject to the terms and conditions hereunder. The Proposal and terms and conditions herein constitute the entire agreement between the parties and shall supersede any prior communications or representations between the parties, including any other provisions set forth in any other document issued by the Client to LTA concurrently or subsequently to the signature of the Proposal Acknowledgement.

- a) Unless otherwise specified in the Proposal, simulated flight training will be operated by Rotorsim Srl, a joint venture between CAE Aviation Training B.V. and LEONARDO S.p.a., having its registered office in Via Indipendenza, 2 – 21018 Sesto Calende (VA), Italy.
- b) On Ground, Simulator flight and in flight training may take place at any other Leonardo S.p.a authorised helicopter training facilities or at Client's facilities.

The terms hereunder shall have the following meanings for all purposes of these GENERAL TERMS AND CONDITIONS.

| | |
|-----------------------------------|--|
| Leonardo Training Academy or LTA: | means the Leonardo S.p.a. helicopters training organization whose facilities are located in Sesto Calende, Via Indipendenza, 2 – 21018 Sesto Calende, (VA), Italy. |
| LTA Providers: | means any organization/company other than LTA identified in the Proposal, as the case may be, delivering Training Services to Client. |
| Trainee (s): | Any participant or participants qualified to receive Training Service provided by LTA |
| Training Course(s): | means the selected Training Service(s) as detailed in the Proposal. |
| Training Material: | Any supporting material, documentation and training aid provided during the Training Services, including, but not limited to, training manual, syllabus, presentation and any other reference material used during the training courses. |
| Training Service(s): | means on ground and in flight training, simulated flight training and any other available LTA additional training course and on site training service, specifically requested by the Client, as listed in the Course Catalogue page of the LTA web site. |
| Pre Arrival Information: | a set of instructions relevant to the Trainees for joining the relevant training course, including administrative and logistics information to be sent in advance (i.e. 6 weeks before the training course start date) by LTA to the Client. |
| Prerequisites: | the minimum qualifications required to a Trainee to commence participation on designated Training Services as described in the applicable regulation, LTA 's and/or Subcontractor's Proposal. |

2. Location

- 2.1 All Training Services may be held at the LTA, or at any other LTA Providers, as detailed in the Proposal.
- 2.2 On site training service at Client premises is subject to specific requirement to be mutually agreed in advance.
- 2.3 For further details and information please contact your Training Account Manager or your regional Training Academy, full details of your point of contacts are indicated in clause 21 of this document.

3. Language

- 3.1 Training Service and classrooms texts will be conducted in English language. Therefore students shall have a good command of the English language (ICAO level 4 or equivalent), both written and spoken. If translation is required, the Client shall plan with LTA as soon as possible (at least six months in advance) the availability of a dedicated course with translator for each course. LTA does not guarantee that it will be possible to organize a dedicated course with translator in the time frame required by the Client. In case of dedicated course with translator, an additional fee will be applied and the duration of the Training Course may vary.
- 3.2 Due to the terminology and peculiarity of matters imparted at the Training Service, LTA reserves the right to evaluate the adequacy of a translator chosen by the Client before commencing any Training Service.



4. Training Services confirmation

- 4.1 Training Service (including simulated flight training) will be provided upon LTA's receipt of **Proposal Acknowledgment** duly signed along with full (100%) payment within the validity period therein.
- 4.2 The Proposal shall be deemed accepted upon receipt of the Proposal Acknowledgement Form duly signed by the Client within the validity period of the Proposal.
- 4.3 The Proposal, once accepted, shall be exclusively amended in writing and the Client shall sign and send to LTA the relevant Proposal Amendment Acknowledgment (**Enclosure 1**) subject to the provision in section 5.1 herein.
- 4.4 The above documentation shall be sent to the same email address from which the Client has received the economic proposal, either by mail to – LTA , Via Indipendenza 2, 21018 - Sesto Calende, (VA), Italy, or by fax +39 0331 915145.
- 4.5 Before the expiry date of the Proposal but anyway not later than six (6) weeks as of the selected Training Courses start date, the Client shall register on the LTA Customer Training Website, http://www.leonardocompany.com/customer-support/elicotteri-helicopter/customer_portals/my-training fill in the Pilot Biodata Form and/or Technician Biodata Form, as applicable, and enrol in the specific courses. Please refer to the Pre Arrival Information that will be sent from Training Operation Planning department for more detailed information about how to complete this procedure.
Copy of the Piloting License, Medical, Picture and ICAO Level for Pilots and copy of the Maintenance License and English Level as applicable for Engineers, shall be provided through the said Website, trainees shall carry original of their License with them for the course.
- 4.6 For pilot services such as flight on Client's Helicopter at Client's site refer to clause 17.

5. Amendment, cancellation and participant substitution

- 5.1 After acceptance of the Proposal as per the term of section 4.2 above, any modification or amendment of such Proposal is permitted no later than 6 (six) weeks before the start date of the related Training Course. The Client shall return to LTA the Proposal Amendment Acknowledgement form duly signed (**Enclosure 1**).
- 5.2 If the Client intends to cancel the relevant Training Course, the Client shall act in accordance with section 5.1 above.
Should the cancellation be notified to LTA beyond that period of time as indicated in section 5.1 above, then Client will be charged for the entire amount of the relevant Training Course.
- 5.3 The Client hereby recognizes and accepts that in case of "No Show" at the Training Course start date the Client shall pay the full price of the Training Course unless in case of the occurrence of the following events:
 - natural disasters;
 - epidemics;
 - war, hostilities, terrorism attack, sabotage;
 - Accidents (i.e. illness followed by copy of medical certificate).
- 5.4 The Client is entitled to substitute a participant with another suitable participant, who satisfies pre-requisites, provided that LTA being notified by the Client at least 2 (two) weeks before the Training Course start date, providing that this is technically possible (e.g. there is a clearance from the Transportation Security Administration ('TSA')). In such a case substitution shall be on neutral costs basis for the Client.
Any communication to this effect shall be forwarded to the Training Operations Planning at the following e-mail address:
TrainingOperationsPlanning.mbx.AW@leonardocompany.com

6. Invitation Letter

- 6.1 Subject to LTA receiving Acknowledgment of Proposal and full (100%) payment as per section 4.1 above, LTA will send to Client participating to the relevant Training Service in Italy, an Invitation Letter for VISA purposes.
- 6.2 The Client shall send to LTA the Invitation Letter Request which shall include the following details and documentation:
 - title of the Training Course selected;
 - Training Course start date;
 - participants full name, organization job title, date and birth-place;
 - passport number / issue and expiry date;
 - fax number and mail address;
 - date of arrival to/in and departure from Italy;
 - evidence of the bank transfer by means of which the Client has effected payment as specified in section 4.1 above.
- 6.3 Delays in arriving at the place where the selected Training Course will be held due to VISA problems bring about the cancellation of the Training Course concerned and LTA shall be entitled to withhold the payment.
LTA will take care of informing the Embassy concerned about the fact that the participant cannot participate at the Training Course and the VISA will be revoked accordingly.
For further details and information please contact
hospitality.training.AW@leonardocompany.com
- 6.4 All Client's Trainees shall have with her/him a current and valid passport, VISA and applicable license, ready for presentation upon arrival at the training facilities.

7. Payment

- 7.1 Client shall pay in full (100%) no later than the validity period of the Proposal, unless otherwise agreed in writing. A copy of the wire transfer shall be sent to LTA in advance of the selected Training Course start date.
- 7.2 Trainees are required to present copy of payment proof on their arrival to LTA.



7.3 Should a Training Service need to be extended for reasons relevant to Client delays other than those stated in Article 5.3, the extra costs incurred by LTA will be recharged to the Client.

7.4 All expenses incurred by LTA on behalf of the Client which are not specified in the proposal, shall be either paid by the Client or recharged to the Client in accordance with the payment terms of this Proposal.

7.5 The Proposal will include the following Training Services fees:

- tuition at the LTA facilities;
- Training Service material used during the Training and relevant documentation as applicable;
- Lunches if Training Service are performed at the LTA facilities during working hours;

Training Course fees do not include (unless otherwise specified in writing) as follows:

- tax fees;
- Any agents' charges, foreign correspondents' charges or other indirect costs incurred in connection with transactions undertaken by the Client to effect payment
- all students' expenses related to the selected Training Service;
- travel expenses to/from home Country;
- daily travel to/from hotel and LTA facilities;
- any accommodation expenses;
- personal and medical insurance coverage, including Ground and Flight Risks of the Client personnel;
- VAT if an where applicable;
- Flight operation fees and landing/airspace fees and charges additional to the LTA services as specified in article 17 herein.

7.6 The Client hereby acknowledged that LTA is not responsible for paying any other expenses incurred by the Trainees, i.e. airfare, medical or hotel charges.

Special rate for hotels in the local area in Sesto Calende is available upon request. For further details and information please contact: hospitality.training.AW@leonardocompany.com

7.7 In case at the end of the Training Course the student has not reached the required preparation to attend the examinations, additional sessions can be proposed. In this case, extra time required for the preparation before the final examination will be charged separately.

Additionally, should the Client personnel do not achieve the required standard at the end of the ground course hours/weeks allocated, LTA, at its sole discretion, will reserve the right to exclude the Client personnel from the remaining part of the courses, in such a case, the course will be accounted as fully used by the Client and LTA will not recognize any partial credit for the part of the course not used by the Client personnel.

LTA has the right to terminate the training for any Trainee at any time during a course according to the failure policy as defined in the applicable Exposition Manuals (e.g. disciplinary or safety reasons, underperformance etc.).

7.8 Payments shall be effected by wire transfer to:

LEONARDO S.p.a.
Leonardo Training Academy
Banca Popolare di Milano,
Via Verdi 8, 21013 Gallarate,
ABI 05584
CAB 50240
Bank Account 25873
BIC CODE: BPM IIT MM 111
Euro Iban Code: IT73W055845024000000025873
Usd Iban Code: IT02N0558450240CCDUS0025873

Description of Payment: number LTA Training Proposal or Invoice

7.9 Alternatively, the Client may elect to pay the fees with Credit Card (in this case please fill the **Enclosure 2.** with Credit Card details), cash (up to EUR 999,99) or cheque on the start date of the relevant Training Course.

7.10 In the event the Client is not able to pay the advance payment and final balance by wire transfer as per section 7.3 above due to the short timescales of an issue of a Proposal, it will be necessary for the Client to effect full payments of the selected Training Course on arrival at LTA facilities in Sesto Calende or give evidence of the wire transfer prior to course starting.

7.11 The Client acknowledges and accepts that it is not entitled to participate to the selected Training Course unless relevant payments have been received by LTA in due time.

8. Invoice

8.1 In order to allow LTA to issue relevant invoice for the Training Course the Client shall provide LTA with the following information to be included in the Proposal Acknowledgement:

- Client business name and registered office;
- Name of the Client;
- Invoice addressee;
- Client address;
- P.IVA (or Codice Fiscale for Italian Clients) or;
- VAT number, if Client is an EU Member or registered in EU for VAT purposes (or EORI for UK, CNPJ for Brazil or Fiscal Code for extra EU Members)

8.2 The above mentioned details are necessary to ensure that Clients' payments be appropriately allocated. An additional fee will be applied in case of request of any invoice re-issuing due to a change in the original heading.

Client may request an electronic copy of the invoice by sending an e-mail to the appropriate point of contact, as detailed in clause 21 of this document.



9. In flight training liability and insurance covers

9.1 In case of in flight training on the Client's HELICOPTER, the Client during the entire duration of the in flight Training Service, at its sole expenses, shall procure and maintain in full force with a leading Insurance Company, the following insurance policies:

- **HELICOPTER LIABILITY INSURANCE** (including passengers liability and war and allied perils risks) for bodily injury and property damage arising from the Training activity for in the minimum limit of € 30.000.000 or equivalent in other currencies any one occurrence/ HELICOPTER.
LTATraining Providers, their officers, directors, employees, agents, the pilot and its training services suppliers are to be named as Additional Insured in the insurance policy.
- **HELICOPTER HULL ALL RISKS INSURANCE** (ground and in flight), including War and allied perils risks, for the value of the HELICOPTER.
This policy must include the waiver of subrogation against Leonardo S.p.a., LTA Providers, their officers, directors, employees, agents, the pilot and its training services suppliers.
- **PERSONAL ACCIDENT INSURANCE** for its pilots and passengers.
This policy must include the waiver of subrogation against Leonardo S.p.a., LTA Providers, their officers, directors, employees, agents, the pilot and its training services suppliers.

9.2 An insurance certificate evidencing compliance with the forgoing section 9.1 shall be submitted by the Client to LTA at least 15 (fifteen) days before starting the in flight Training Service, as per attached draft (**Enclosure 3**).

9.3 Client shall also undertake to relieve, LTA Providers, their officers, directors, employees, agents, the pilot and their training services suppliers from any damage or claims that may arise from the activity connected with the on ground, in flight and/or simulated flight Training Course, as the case may be, including any accident to the helicopter and/or damages, bodily injury or death to any third party.

10. Force Majeure

10.1 LTA is not responsible nor liable for any loss or damage as a result of substitutions, alternations, postponements, or cancellations of Training Service due to causes beyond its control including, without limitation, acts of God, natural disaster, epidemic, sabotages, accidents, national strike, labour dispute, terrorism or hostilities.
Details about the Training Course programme may be subject to change due to such unforeseen circumstances. If any modification to the Training Course Programme is implemented by LTA, enrolled participants will be notified before commencements and during the relevant Training Course in due time.

10.2 Should any circumstances arise whereby through no deliberate fault of LTA it fails to provide to the Client any service contemplated by the Proposal for reasons other than those referred to in paragraph 5.3, then LTA's liability to Client and/or Trainee shall be limited to grant to Client and/or Trainee (at no additional cost) the use of the Training Services and/or facilities on alternative dates convenient to the Customer and/or Trainee when they might be available for such use.

11. Certificate

11.1 Except for "Dry" simulator hours, the LTA will issue the "Certificate of Training" upon satisfactory completion of the relevant Training Course.

Should LTA not be in the position to issue the hard copy of the above mentioned document, the LTA will send the hard copy of the Certificate by Express Courier, providing that the Client communicate to LTA the following information:

- ✓ Name of the Client;
- ✓ Client address;
- ✓ Client phone number;
- ✓ Client email address

Students not achieving the required Standards or not meeting the entry pre-requisites will be provided with a Certificate of Attendance. In case of loss of the "Certificate of Training" by Client, a hard copy of it may be required, at a 100,00 EUR fee for each copy, to LTA by sending a written request to relevant point of contact (please see clause 21 of this document for full details).

11.2 LTA does not guarantee that after receipt of the on ground and/or in flight Training Service (including simulated flight training) that the selected participant of the Client will achieve the necessary proficiency to qualify for any license, certificate or rating issued by a regulatory or government authority, LTA shall not be responsible for the competence of any person trained.

11.3 Regarding the on ground and in flight Training Service (including simulated flight training) Client waives any express or implied warranties arising from course of dealing, usage of trade, fitness for any intended purpose or merchantability.

12. Indemnity

Client hereby agrees to defend, indemnify and hold harmless Leonardo S.p.a. and Rotorsim Srl, their past, present and future parents, subsidiaries, divisions, predecessors, affiliates, controlling persons, shareholders, directors, officers, attorneys, employees, servants, heirs, administrators, successors, assigns, and agents from and against all claims, liabilities, rights, demands, suits, matters, obligations, damages, including but not limited to damage to any aircraft and/or training equipment (including simulators), bodily injury, death or property damage, losses, actions or cause of actions, of every kind and description, in law or equity, whether based in tort, contract, or any other theory of legal recovery, arising out of (a) the negligence or wilful misconduct of Client, its past, present and future parents, subsidiaries, divisions, predecessors, affiliates, controlling persons, shareholders, directors, officers, attorneys, employees, servants, heirs, administrators, successors, assigns, and agents (collectively referred to as "Client Parties") during the performance of Training Services hereunder, and/or (b) incidents or accidents of any nature involving aircraft controlled by or utilized by Client parties. Client agrees that its obligation hereunder shall include reasonable legal fees, costs and disbursements related hereto or incident to establishing the right to indemnification.

LTA shall provide Client with prompt written notice of any claim for which indemnification is sought and details of the basis for the claim. Client shall have the right to select counsel acceptable to LTA and direct the defense of the claim. LTA shall provide reasonable assistance to Client in the defense of the claim.

The provisions of this clause 12 shall survive any expiration, cancellation or termination of any contract issued hereunder.



13. Training Material

- 13.1 Training Material provided by LTA and/or Rotorsim Srl and/or LTA Training Providers is property of LTA and/or Rotorsim Srl Providers as the case may be, and constitute their own respective intellectual property. Client does not obtain any right of ownership or license to the Training Materials used during the Training Services.
- 13.2 Training Material and any supporting material, documentation and training aid provided during the training courses is intended for training purposes only and may therefore only be used for training purposes during the training course(s). It shall not be used for any other activity including, but not limited to, flight operations or aircraft maintenance by the Client and/or his personnel nor it may be copied, distributed to others, or transferred to others for any reason.

14. No Consequential Damages.

TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, IN NO EVENT SHALL LEONARDO S.p.a., ROTORSIM SRL, BE LIABLE FOR LOSS OF PROFITS, SPECIAL INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE BREACH OF ANY PROVISION OF THIS AGREEMENT.

POTENTIAL LIABILITY of LEONARDO S.p.a. AND/OR , ROTORSIM SRL TO CLIENT, FOR ANY AND ALL CLAIMS IN ANY WAY ARISING FROM OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES IN THAT AMOUNT NOT EXCEEDING IN THE AGGREGATE THE AMOUNT CORRESPONDING TO THE CHARGES ACTUALLY PAID BY CLIENT FOR THE CONCERNED TRAINING COURSE.

15. Confidentiality

All information and Training Material (hereinafter referred to as "Confidential Information") obtained from LTA and/or, Rotorsim Srl, including the Proposal, shall be treated as confidential and proprietary of LTA and/or Rotorsim Srl and/or LTA Providers. Clients shall protect and keep such Confidential Information in confidence and not make available or otherwise disclose such Confidential Information to any third party without the prior written consent of LTA and/or Rotorsim Srl, and/or LTA Providers, as the case may be.

16. Transportation Security Administration (TSA)

- 16.1 For FAA License Holders Only:
The United States Transportation Security Administration (TSA) screens and grants candidates permission to train at all Federal Aviation Administration (FAA) regulated flight schools. Client's Personnel are required to complete an application prior to beginning flight training in accordance with 49 U.S.C. 44939 and 49 CFR 1552.
- 16.2 Foreign pilots and non-U.S. citizens/nationals seeking a new initial type rating and pilots requiring recurrent training need to obtain TSA screening and permission to train.
Once LTA confirms the training schedule and course details, foreign pilot candidates need to apply on-line at least 60 (sixty) days prior to their first scheduled full-flight simulator date and perform finger printing.
Without evidence of TSA approval, LTA is not allowed to start any kind of FAA FFS/Helicopter training.

17. Rules for pilot services on Client's Helicopter

- 17.1 Flight Activities performed by LTA for circumstances like assisting the Client at their base and/or ferry the Client Helicopter are always intended to be "Non revenue flights" as identified by EU-OPS.
- 17.2 Passengers are not allowed on board during this service unless otherwise specified in the Proposal.
- 17.3 LTA pilots must be in command all the times during these services. Notwithstanding Minimum Equipment List and operation Minima as described in the Client's Operation procedure, the LTA pilot will be the only person responsible for the final decision to dispatch the Client Helicopter for the purpose of the flight to be conducted.
- 17.4 Fuel Policy, Selection of Heliports, Meteorological Condition and Route Selection will be under the sole decision of the LTA pilot.
- 17.5 Unless otherwise specified in the Proposal, fuel, handling and flight planning charges, including any agent necessary to arrange route charges, custom charges, landing fees, airport/state taxes and any other ferry associated (e.g. ATC, Immigration etc.) charges will be either borne by the Client or recharged to the Client by LTA .
- 17.6 Helicopter Maintenance: Client shall ensure that the helicopter is maintained and released to service by an organisation appropriately approved/accepted in accordance with EU Commission Regulation (EC) 2042/2003, Part-145, except that pre-flight inspections need not necessarily be carried out by the Part-145 organisation.
Helicopter continuing airworthiness requirements needed to comply with those set up in Commission Regulation (EC) No 2042/2003, Part-M.
- 17.7 Security requirements: Client shall ensure that the LTA Pilot is properly trained by Client personnel and in accordance with Client's procedure about relevant requirements of the national security programmes of the State of the registration and/or operation of the Client's helicopter.
- 17.8 Client shall ensure that all the instrument and equipment necessary for the flight are present on board and fully operational, including Emergency and Survival equipment necessary for the particular route (e.g. Floats and/or Life Raft for overwater flight).
Any delay or stop due to the absence of the necessary equipment will be charged to the Client at the same hourly rate used to compute the flight (e.g. One hour of delay will be charged as an additional flight hour for a maximum of six (6) flight hours a day).
- 17.9 Unforeseen stop due to adverse weather condition or missing over flight clearances, congested ATC, mechanical problems etc. that will delay the Flight Operation will be charged to the Client as Follows.
Less than 3 hours of stop: no charge.
Between 3 and 6 Hours of delay: 3 Flight hours of charge at same hourly rate used to compute the service.
Above 6 Hours: 6 Flight hours of charge at same hourly rate used to compute the service per day.
Above 1 day and for any following day: 6 Flight hours a day of charge at same hourly rate used to compute the service.
In the case of problems at an intermediate destination where the original flight cannot be resumed after more than two (2) days of delay, AWTA may at its option terminate the service, in this event, original charges apply only on portions of flight completed and any subsequent responsibility will be solely returned to the Client, including Helicopter custody, risks and any tax or fee necessary at the intermediate destination.



17.10 Flying, Duty and rest Period

The limits of employment for the instructor pilots are linked both to flight and duty time. In particular, an AWTA pilot will not be employed for more than:

- 6 FH in 24h
- 10 FH in 48h
- 25 FH in 7 days
- 85 FH in 30 days

In the same way, a pilot instructor will not be employed for more than 13h per day, always respecting normal limits to the weekly rest time.

Concerning the rest period, an LTA Instructor Pilot cannot be employed if:

- He/She has not rested for 12 hours from the last duty activity
- He/She has not rested for 24 hours for each 6 consecutive service days or 48 hours each 7 consecutive service days

17.11 If needed, the Client will be responsible to provide all the required Ground and Flight qualified Personnel for supporting the training and flight activities at his own base.

During the assignment period for Client assistance at Client's premises, the LTA personnel will perform training for operation under simulated conditions and in any case they shall not be involved or conduct real operations. The LTA assigned personnel shall have the right to refuse to perform any mission which might be construed as a real operation.

17.12 Within the expiry date of the Proposal but anyway not later than six (6) weeks as of the date the selected Training Service start date, the Client shall also send to LTA a copy of the Helicopter Valid Certificate of Airworthiness and the Certificate of Registration as applicable and ensure that the Helicopter is provided with the following documents on board at all times:

- The original or a copy of the noise certificate, including an English translation, when a certificate has been issued by the Authority responsible for issuing such certificate;
- The original or a copy of the Air Operator Certificate, if applicable;
- The aircraft radio licence; and
- The original or a copy of the third party liability insurance certificate(s) subject to the provision in section 8 herein.
- Helicopter technical log
- Mass and balance documentation

17.13 TRANSPORT OF DANGEROUS GOODS IT IS FORBIDDEN UNDER ALL CIRCUMSTANCES.

18. Miscellaneous

18.1 Except for "Dry" simulator hours, on ground and in flight Training Service (including simulated flight training) will be conducted by an LTA instructor (or by an instructor deployed by LTA approved subcontractor) in accordance with LTA regulations.

18.2 Client shall comply with all LTA and/or Rotorsim Srl and/or Subcontractor rules, regulations and policies regarding personal behavior and facility security and safety while at the LTA facilities, as indicated on LTA web site http://www.leonardocompany.com/customer-support/elicotteri-helicopter/training-solutions/training-academies/academy-italy?WT_ac=Italy. The Client is also invited to be aware of the "Useful information for stay in LTA". Such information may be downloaded from LTA's brochure (paragraphs 4 and 5). Client accepts to comply with the above mentioned facilities and securities rules, also supplied before commencing training course.

18.3 LTA must receive electronic copy of students passports, bio data and licenses as per Article 4.5 above before any relevant Training Course start date otherwise Client may be denied access to the relevant Training Course.

18.4 Both pilots and technicians must proof and provide LTA with the evidence that they meet the pre-requisites required to be enrolled, otherwise they may be denied access to the relevant Training Course.

18.5 Unless otherwise mutually agreed, simulator dry hours availability is from 23 pm to 7 a.m.

18.6 A digital picture of trainees might be taken on their arrival at LTA premises

18.7 Dry Simulator leasing is limited to authorized Instructor Lessee that needs to comply with the applicable requirement set out in the "Instructor Lessee Initial and Recurrent qualification requirement" set out in the applicable Leonardo Helicopters policy (TIL GEN 12-01)

19. Applicable Law and competent Court

19.1 This General Terms and Condition shall be interpreted and governed in accordance with the Laws of Italy, with the exclusion of its conflict of law rules.

19.2 Any dispute arising out of or in connection with the Proposal and/or in any way arising out of or connected with any Training Course provided pursuant to the provisions set forth herein, shall be submitted to the exclusive jurisdiction of Busto Arsizio, (VA), Italy.

20. Compliance with Laws

Client represents and warrants to LTA and/or ROTORSIM Srl that the technical information (and any related materials) received from LTA and/o ROTORSIM Srl will not be used by any individual or entity of the government of Cuba, Iran, Libya, North Korea, Sudan, or Syria or any other countries for which a comprehensive sanctions program exist. Client also attests that it has no reason to believe that any person receiving training will transfer, export or re-export training techniques or materials to any individual or entity located in, or part of the government of any of the aforementioned countries. Client further certifies that it will not allow any individual or organization listed on the U.S. Department of Treasury's List of "Specially Designated Nationals and Blocked Persons" to use the technical information (and any related materials) received from LTA and/or ROTORSIM Srl. Client further represents and warrants that it is not under the control of, or a national or resident of any embargoed country or a designated national of those countries. This provision shall survive the termination of this Agreement.



21. LTA points of contacts for your Account Management

For any clarification and/or request, Client shall reach the following contact details referring to geographical areas:

Americas

email: training.americas.mbx.aw@leonardocompany.com

phone number: +39 0331 915139

North Europe and Australasia

email: training.nea.mbx.aw@leonardocompany.com

phone number: +39 0331 915303

South Europe

email: training.sei.mbx.aw@leonardocompany.com

phone number: +39 0331 915247

East Europe, Russia and Stan Countries

email: training.ers.mbx.aw@leonardocompany.com

phone number: +39 0331 915049

Africa

email: training.africa.mbx.aw@leonardocompany.com

phone number: +39 0331 915067

Middle East

email: training.me.mbx.aw@leonardocompany.com

phone number: +39 0331 915313

Far East

email: training.fe.mbx.aw@leonardocompany.com

phone number: +39 0331 915248

Global Oil and Gas Operators

email: training.go.mbx.aw@leonardocompany.com

phone number: +39 0331 915134



Enclosure 2 – CREDIT CARD FORM

Please debit my Credit Card as follows:

| | | | |
|-------------------|--|-----------------------|--|
| Credit Card Type: | | Amount to be debited: | |
|-------------------|--|-----------------------|--|

| | | | |
|---------------------|--|-----------|--|
| Credit Card Number: | | CVV Code: | |
|---------------------|--|-----------|--|

| | | |
|--------------------------|----|----|
| Expiration date (MM/YY): | MM | YY |
|--------------------------|----|----|

| | | | | |
|-------------|-------|----------|-------|----------------|
| Name Holder | Name: | Surname: | Date: | ____/____/____ |
|-------------|-------|----------|-------|----------------|

CARDHOLDER SIGNATURE: _____

Do you already have an account with LTA ?

Yes Specify Account Name and Number

No Kindly fill in the form below for registration

| | |
|-----------------------|--|
| Client Business Name: | |
|-----------------------|--|

| | | | |
|--------------------|-----------------|----------|--|
| Registered office: | Street: | Country: | |
| | Zip: | | |
| | City: | | |
| | State/Provence: | | |

| | | | |
|--|-----------------|----------|--|
| Invoice Addressee (if different form Registered Office): | Street: | Country: | |
| | Zip: | | |
| | City: | | |
| | State/Provence: | | |

| | |
|------------|--|
| VAT Number | |
|------------|--|

Enclosure 3 - CERTIFICATE OF INSURANCE

The INSURER: _____

The INSURED: _____

We hereby confirm insurance cover as follows:

Insured aircraft (Type):

Serial number:

Geographical limits:

Period, from hours of

to hours of

1. Aircraft Hull All Risks Insurance (including war and allied perils risks)

This insurance covers loss of or damage to the aircraft whilst flying, taxing or on ground.

Policy number:

Agreed Value insured: €

Deductible:

The Insurer hereby agrees to extend above coverage of the policies as follows:

- to include a provision that the Insurer waives all rights of subrogation against Leonardo S.p.a. and Rotorsim Srl, their officers, directors, employees, agents, the pilot and LTA's training services supplier.

2. Aircraft Liability Insurance (including war and allied perils risks)

This insurance covers the Insured's legal liability arising out of their aircraft for bodily injury and property damage arising from their activity.

Policy number:

Limits of coverage: €

The Insurer hereby agrees to extend above coverage of the policies as follows:

- to include Leonardo S.p.a. and Rotorsim Srl, their officers, directors, employees, agents, the pilot and LTA's training services supplier as Additional Insured.

3. Co-Pilot and Passengers personal Accident Insurance

Policy number:

Sum insured co-pilot: €

Sum insured passengers: €

The Insurer hereby agrees to extend above coverage of the policies as follows:

- to include a provision that the Insurer waives all rights of subrogation against Leonardo S.p.a. and Rotorsim Srl, their officers, directors, employees, agents, the pilot and LTA's training services supplier.

NOTE: Only for the Training Flights in Italy and in Europe, please here attach the Insurance Certificate stated in the E.U. Regulation 785/2004



CE N 785 2004.pdf

Date: _____

Insurer signature: _____