



CONTRACT ON PROVISION OF HELICOPTER MI-8 PILOTS' (CREW) NVG FLIGHTS' SIMULATOR TRAINING

6 September 2023 Number:

/ KPS- 94

This Contract on Provision of Helicopter MI-8 Pilots' (Crew) Night Vision Goggles (NVG) flights' Simulator Training ("**Contract**") entered into force on below stated day, month and year by and between following Parties:

SLOVAK TRAINING ACADEMY s.r.o., a legal entity incorporated and existing under the laws of the Slovak Republic, registration number 470 559 52, having its registered office at: Sturova 095/27, Dubnica nad Vahom, 018 41, Slovakia, represented by Mr. Jozef Dzuruš, CEO ("**STA**" or "**Supplier**");

and

The Lithuanian Armed Forces, address: Šv. Ignoto str. 8, LT-01144 Vilnius, Lithuania, legal entity code: 188732677, bank details: A. s. LT76 7300 0100 0246 2779 AB „Swedbank“, represented by the Director of the Lithuanian Military Aviation Authority Col Vidmantas Raklevičius (the "**Customer**" or "**Purchaser**"), acting in accordance with the order no. V-9 issued on January 4, 2023 by the Chief of Defence of the Republic of Lithuania.

1. SUBJECT MATTER OF THE CONTRACT

- 1.1 The subject matter hereof is the obligation of STA to provide for the Customer a NVG flights' simulator training of Lithuanian Military Aviation Authority (LTMAA) helicopter Mi-8 pilots' (crew) in Slovakia based on schedule in Annex 1 of this Contract, hereinafter together referred to as "**Training**". Training will be provided in English language for 1 crew of LTMAA staff, hereinafter together referred to as "**Students**". Crew consists of 3 members (Captain and two On-board Flight Engineers. Co-pilot's duties in simulator will be performed by one of the two On-board Flight Engineers).
- 1.2 The theoretical classes will be not conducted for more than 6 hours per day. Theoretical classes will be combined for two groups (crews) at the same time. Flying (practical classes) will be separated per crew. Each crew will fly no more than four and half flight hours per day.
- 1.3 Training will commence no earlier than 30 days after signature of this Contract. Anticipated starting and ending day of the Training is stated in Annex 1 to this Contract, however, these dates may be postponed by STA in justified cases such as lengthy procedure to obtain export licenses by Slovak authorities, delay with obtaining End User Certificate from the Customer, and other reasons outside of control of STA.
- 1.4 Furthermore, the subject matter hereof is the obligation of the Customer to pay to STA a price ("**Price**") for the Training under the terms and conditions of this Contract, as well as the regulation of other rights and duties of Parties in the fulfilment hereof.



2. RIGHTS AND DUTIES OF PARTIES

- 2.1 Customer is obliged to deliver to STA original End User Certificate within 3 days after signature of this Contract in order to allow STA to apply for relevant export licenses from Slovak authorities to be able to perform this Contract. Any delay caused by Slovak authorities is not attributable to STA.
- 2.2 STA shall be obliged to proceed, in the execution of the subject matter hereof, with due professional care, according to its best knowledge and abilities, in accordance with applicable laws and/or this Contract, in accordance with Customer's justified interests which are or should be known to STA.
- 2.3 Responsibilities of STA. STA will provide/ensure:
- (a) Ready to use FTD Mi-8 MTV1 simulator with NVG compatible cockpit;
 - (b) At least one (1) experienced pilot instructor;
 - (c) Classroom with projector (access to water and coffee machine during theoretical classes);
 - (d) Text books and training materials associated with a training, NVG and helmets will be provided;
- 2.4 STA is allowed to exchange instructor due to any reason or without any reason.
- 2.5 Responsibilities of Customer. Customer will:
- (a) Ensure readiness of Students to be able to attend theoretical and practical classes;
 - (b) Provide credentials and bio of Students at least 3 weeks before start of Training;
 - (c) Ensure that Students will arrive on time to training facilities in Trenčín, Slovakia. The address of training facility: Rybarska 1, 911 01, Trenčín, Slovakia;
 - (d) Provide flight suits, boots for Students, unless otherwise agreed with STA;
 - (e) Arrange accommodations, meals and insurance for Students at its own cost.
- 2.6 After successful completion of the Training, each Student will receive a certificate issued by HELI COMPANY s.r.o. (full subsidiary of STA), which can be further authorized and acknowledged by the LTMAA. HELI COMPANY is fully certified Approved Training Organisation (ATO).
- 2.7 Customer acknowledges and agrees that for the successful completion of the Training, all responsibilities and cooperation of Customer set out in this Contract must be fulfilled, as well as qualification and capabilities of Students to complete the Training are required. In the event that STA will not be able to provide Training in full or in part due to the fact that such required responsibilities or cooperation of Customer have not been fulfilled or due to lack of qualification and capabilities of Students, it will not be considered as a breach of STA to fulfill its obligations hereunder and the Customer will not be entitled to compensation.
- 2.8 In the event the any Student will not be able to attend theoretical or practical classes, the Customer is not entitled to compensation for a missed class.

3. PRICE, TERMS OF PAYMENT, RESERVATION FEE



- 3.1 Parties have agreed that Total Price for carrying out the activities hereunder is **5,360 EUR**. Price breakdown is described in Annex 2 to this Contract.
- 3.2 Price shall be counted without the applicable VAT and any and all customs duties, if applicable.
- 3.3 Total Price in the amount 5,360 EUR will be paid to Supplier when the object of the Contract in conformity with the requirements established in the Contract and the annex(s) hereto is delivered to the Purchaser upon signing the Delivery-Acceptance Certificate by both Parties within thirty (30) days of signing the Delivery-Acceptance Certificate and receipt of the invoice.
- 3.4 The invoice shall be sent by electronic means.
- 3.5 All payments hereunder shall be performed in the EURO currency.
- 3.6 In the event of delay of Customer with the payment hereunder, Customer shall pay to STA a penalty in the amount of 0,25% of the due amount for each day of delay with any payment hereunder.

4. CONFIDENTIALITY DUTY

- 4.1 Parties have agreed that all information they provided to each other in negotiations on this Contract and in connection herewith shall be confidential and neither Party to which such information has been provided may either divulge the same to a third person or use for its own interests, the same in conflict with the purpose thereof. Customer shall further keep confidential all information concerning Training that is not already in public domain. Regarding this, Customer undertakes to ensure that all of Students, Customer's employees or persons acting on Customer's behalf in connection with implementation of the subject matter of this Contract shall also keep confidentiality of such information. Customer is liable towards STA for any breach of confidentiality made by previously named persons.
- 4.2 Parties undertake to keep confidential this Contract contents hereof. A duty of Party, if any, to provide information to those persons entitled by legal regulations shall not be affected thereby.
- 4.3 If duty under Article 4 of the Contract is breached by a Party, the second Party shall have the right to require Party in breach to surrender a benefit arisen from the breach. The right to damage remedy shall not be affected thereby.
- 4.4 The confidentiality duty hereunder does not apply to information that:
 - (a) Might be disclosed without breach of this Contract, namely its disclosure is necessary for the due fulfilment hereof;
 - (b) Were exempted from these restrictions by mutual written consent of Parties;
 - (c) Are already in public domain or were disclosed without breach of this Contract;
 - (d) The recipient knows such information before its disclosure by Party;
 - (e) Are requested by the court, the public prosecutor or by a competent administrative body in accordance with law, or whose disclosure is required by law;
 - (f) Party discloses to the person bound by a legal obligation of confidentiality (e.g. a lawyer or tax agent) for the purposes of exercising its rights.



4.5 The duty of confidentiality according to this Article 4 hereof shall survive termination of this Contract.

5. INDEMNITY AND FORCE MAJEURE

- 5.1 The Customer agrees to indemnify and keep STA and its instructors or other employees indemnified against any and all damages, including lost profit, costs or expenses of whatsoever kind or character that may be incurred or suffered by STA arising in connection with this Contract or in connection of early cancellation of the Training for any reason, other than by reason of gross negligence or willful misconduct on the part of STA.
- 5.2 Neither STA nor any of its affiliates shall be liable to Customer for damages, including indirect, incidental, or consequential damages suffered by Customer in relation to this Contract, even if informed of the possibility thereof in advance (other than by reason of gross negligence or willful misconduct on the part of STA).
- 5.3 If and to the extent that a Party's performance of any of its obligations pursuant to this Contract is prevented, hindered or delayed directly or indirectly by any cause beyond the reasonable control of such Party, and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure event for as long as the Force Majeure event continues. The Party whose performance is prevented, hindered or delayed by a Force Majeure event shall promptly notify the other Party of the occurrence of the Force Majeure event.

6. DURATION OF CONTRACT, TERMINATION OF CONTRACT

- 6.1 This Contract shall become valid and shall take effect as of the date of signing by both Parties.
- 6.2 Unless otherwise set forth herein, Contract may be terminated early, i.e. before completion of the Training:
- (a) By a written agreement of Parties, such agreement shall include a settlement of their liabilities and claims arising from this Contract; or
 - (b) By written notice of Party delivered to second Party for reason of material breach of Contract by second Party; or
 - (c) By written notice of STA delivered to Customer if the export license is not issued within 120 days after signature of this Contract.
- 6.3 The termination of the Contract does not affect any rights of Parties which arise under this Contract prior to such termination and right to damage remedy.

7. NOTICES, COMMUNICATIONS

- 7.1 All notices, requests or other messages to be made or sent in accordance with this Contract shall be made in writing and addressed to the respective Party and marked explicitly as notices, requests or



messages in accordance with this Contract.

- 7.2 The notices, requests and other messages shall be deemed to have been duly sent or made:
- (a) in the case of delivery in person, delivery by a messenger or post, upon the moment of delivery; or
 - (b) in the case of an e-mail, upon the moment of delivery.

All notices regulated by this Article must be made in written only.

- 7.3 Should a notice, request or message be sent to or made in the registered office at a time other than the regular working hours on a business day, such notice, request or message shall be deemed to have been sent or made on the following working day.
- 7.4 Parties have further agreed upon the following substitute method of delivering all papers/instruments sent in connection with this Contract and/or on the basis hereof (including all substantive law legal actions). If the post license holder is unsuccessful in delivering a paper/instrument sent as a registered item, postage prepaid, to the other Party at the address specified in this , or subsequently notified in writing to the respective Party, or in the event that recipient Party refuses receipt, the date of return of an undelivered/refused paper/instrument to the sender shall, for the purposes of this Contract, be deemed to be the date of delivery thereof, even if the recipient Party had no knowledge of the delivery thereof.
- 7.5 Should any of the contact (delivery) data change, the relevant Party shall be obliged to inform in advance second Party thereof in written.

8. GOVERNING LAW, SETTLEMENT OF DISPUTES

- 8.1 The Contract is concluded and shall be interpreted in accordance with the law of the Republic of Lithuania.
- 8.2 All disputes or disagreements arising between the Parties in relation to the Contract shall be solved by way of negotiations; if the Parties fail to solve the dispute, it shall be examined in accordance with the procedure established by the legal acts of the Republic of Lithuania at the courts of the Republic of Lithuania in respect of the domicile of the **Purchaser** (or if the Purchaser is the unit of the Lithuanian Armed Forces - "according to a legal person's - the Lithuanian Armed Forces").

9. FINAL PROVISIONS

- 9.1 If any provision of this Contract is invalid or unenforceable or it becomes invalid or unenforceable in the future or it is declared to be such by the decision of a court or other body, this shall not cause the invalidity or unenforceability of the other provisions hereof. Parties undertake to replace such provision with a new, valid or enforceable provision corresponding to and reflecting best, by its contents, the contents and purpose of the initial, invalid and/or unenforceable provision.
- 9.2 This Contract shall supersede all preceding agreements or arrangements between Parties (whether written or oral) concerning the subject matter of this Contract. Parties represent and are aware of the fact that neither Party concluded this Contract in view of any guarantees or liabilities that are not set



forth explicitly in this Contract.

- 9.3 Any changes or supplements to this Contract shall be carried out in the form of written amendments signed by both Parties on the same instrument, such amendments to become integral parts of this Contract.
- 9.4 Customer undertake neither to assign nor to transfer, without the prior explicit written consent of STA, any rights or duties arising from this Contract, to a third person or third persons, or transform any rights or duties arising hereof into the form of a security. STA is entitled to assign or to transfer any rights or duties arising from this Contract, to a third person or third persons, without consent of Customer.
- 9.5 Parties hereby declare that they have been informed about all factual and legal circumstances regarding the conclusion hereof and that, considering the above mentioned, Parties are allowed and capable to enter into this Contract.
- 9.6 Contract shall be interpreted only and exclusively in accordance with the provisions explicitly expressed herein. The habits and established practices of Parties shall be disregarded.
- 9.7 Contract has been executed in four (4) counterparts in the English language with the validity of an original; each Party receives two (2) counterpart.
- 9.8 Parties declare that they have taken the legal acts related to the conclusion of this Contract freely and solemnly and that they are not aware of any legal impediments to the conclusion hereof, that they have duly acquainted themselves with the contents of this Contract, and they consent hereto; in witness whereof, they attach below their authorized representatives' signatures made in their own hand.
- 9.9 Following annexes form an integral part of the Contract:

Annex 1 – Training Schedule
Annex 2 – Price Breakdown

IN WITNESS WHEREOF, the Contract has been signed on the below-specified day, month and year.

In On 2023

In Kaunas On 6 SEPTEMBER 2023

STA:

Customer:

SLOVAK TRAINING ACADEMY, s.r.o.
Mr. Jozef Dzuruš, CEO

On behalf of **THE LITHUANIAN ARMED FORCES**
Col. Vidmantas Raklevičius





Annex 1
Training Schedule

Anticipated starting day: 23 October 2023

Anticipated ending day (last crew): 26 October 2023

COURSE OF TRAINING:

Indicative Schedule	Primary schedule
Days	Oct. 23 – Oct. 26
CREW *	NVG Trng.

* Crew will be drawn from LTMAA staff to form crew out of three members (Captain and two On-board Flight Engineers. During simulator training one of On-board Flight Engineers will perform Co-pilot's duties and swap with each other to accomplish On-board Flight Engineer's training objectives)



Annex 2

Price Breakdown

a.) Mi-8 NVG Simulator Training (whole crew)

	Unit price (EUR)	Number of units theory	Number of units flying	Total price (EUR)
Ground School	120 €	6		720 €
Mi-8NVG compatible FTD simulator - Incl. instructor pilot	580 €		8	4 640 €
TOTAL (EUR) per crew		6	8	5 360 €

* The crew consists out of 3 members (Captain and two On-board Flight Engineers). Co-pilot's duties in simulator will be performed by one of the two On-board Flight Engineers. During simulator training one of On-board Flight Engineers will perform Co-pilot's duties and swap with each other to accomplish On-board Flight Engineer's training objectives.

Summary

	Hours of Theory	Flight Hours	Price
NVG Training (one crew)	6	8	5 360 €
TOTAL 1 crew	6	8	5 360 €
TOTAL TRAININGS OFFERED			5 360 €

END USER STATEMENT

1. **NAME AND ADDRESS OF THE PRODUCER- SERVICE PROVIDER:**

Slovak Training Academy, s.r.o.
Address: Štúrova 925/27, Dubnica nad Váhom 018 41, Slovakia

2. **NAME AND ADDRESS OF THE SELLER (EXPORTER):**

Slovak Training Academy, s.r.o.
Address: Štúrova 925/27, Dubnica nad Váhom 018 41, Slovakia

3. **NAME AND ADDRESS OF THE END USER (IMPORTER):**

Lithuanian Armed Forces
Address: Šv. Ignoto g.8, LT-01144 Vilnius

DESCRIPTION OF GOODS

6 september This is to certify the following goods and services have been ordered from **Slovak Training Academy, s.r.o.** under the Contract Order No. **KPS-94** The equipment detailed below will not be sold, exported or transferred to any third party.

No.	Item	Quantity (pcs.)
1.	Mi-8 Pilots' (Crews) NVG Training	1

5. **PURPOSE OF IMPORT**

For exclusive use of the End user for defence purposes of Lithuanian Military Aviation Authority.

6. **GUARANTEES AND OBLIGATIONS**

We certify that the End User is authorized to import the articles listed above. The goods shall be re-exported only with previous written authorization of the competent Slovak Authorities. The End-User guarantees to transfer this obligation for re-export confirmation by the competent Slovak Authority to each prospective future subsequent End-User of the goods. We hereby confirm that we will inform any future Buyer of the above-mentioned goods for existence of re-export clause.

The End user committed himself, that he will allow an inspection during passing over the goods, of representatives of Slovak embassy or other authorized official persons. The End User is obliged to transfer the responsibility (authorization of the competent Slovak authority) to each of the other End User's partner by writing form.

The goods will not be re-exported or otherwise re-sold or transferred to an embargoed destination or a sanctioned person, which are subject to UN, EU or OSCE embargo or sanction. The End User is obliged to transfer the responsibility to each of the other End User's partner by writing form.

In Kaunas, Lithuania on 6 September 2023

Col Vidmantas Raklevičius, Director of the Lithuanian Military Aviation Authority
Name, position and signature



