

# GENERAL CONDITIONS OF BUSINESS

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## Standard Terms and Conditions for the Supply of Training Services

**Whereas**, Carmine Topics - Sociedade Unipessoal Ltd, also referred as CARMINE AVIATION (the “Supplier”) is the owner or consignee of certain training and sensibilization programs, (individually, a “Course”, and collectively, the “Courses”), and subject to the Standard Terms and Conditions of Supply of Training Services set forth herein (this “Agreement”), Supplier has agreed to provide certain Courses to the “Customer”, and the Customer has agreed to engage such Courses from the Supplier.

**Now therefore**, in consideration of the foregoing and the mutual agreements herein contained, and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Supplier and Customer agree as follows:

### 1. Standard Terms and Conditions for the Supply of Training Services

- 1.1 Unless otherwise specified in the Proposal (hereinafter referred to as “Proposal”) issued by Carmine Aviation, acting the supply of Training Services is subject to the terms and conditions hereunder.
- 1.2 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 Customer to Carmine Aviation concurrently or subsequently to the signature of the Proposal Acknowledgement.

### 2. Location and Premises

- 2.1 Courses may be held and lectured at Customer site, Carmine Academy Premises or on-line.
- 2.2 For the courses held at Customer facilities (site) the specific terms and condition must be mutually agreed 4 (four) weeks prior to the first day of the Course(s).

### 3. Language

- 3.1 Training Service and classrooms texts will be conducted in Portuguese or English language. The language shall be clearly defined in the respective proposal.
- 3.2 Therefore, students shall have a good command of the English language, both written and spoken. If translation is required, the Customer shall plan with Carmine Academy as soon as possible, at least four months in advance.
- 3.3 In case of dedicated course with translator bared by the Customer, an additional fee will be applied and the duration of the Training Course may vary. Due to the terminology and peculiarity of matters imparted at the Training Service, Carmine Academy reserves the right to evaluate the adequacy of a translator chosen by the Customer before commencing any Training Service.

### 4. Training Services confirmation

- 4.1 Training Service (including simulated flight training) will be provided upon Academy’s receipt of Proposal Acknowledgment duly signed along with full (100%) payment within the validity period therein.
- 4.2 The above documentation shall be sent to the same email address from which the Customer has received the economic proposal and always to [academy@carmine-aviation.com](mailto:academy@carmine-aviation.com).

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### 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 8 (eight) weeks before the start date of the related Training Course.
- 5.2 If the Customer intends to cancel the Course, the Customer shall act in accordance with section 5.1 above. Should the cancellation be notified to the Academy beyond that period of time as indicated in section 5.1 above, then Customer will be charged for the entire amount of the relevant Training Course.
- 5.3 The Customer hereby recognizes and accepts that in case of “No Show” at the Training Course start date the Customer shall pay the full price of the Training Course unless in case of the occurrence of the following events:
- Natural disasters;
  - Pandemics;
  - War, hostilities, terrorism attack, sabotage;
  - Accidents (i.e. followed by copy of medical certificate).
- 5.4 The Customer is entitled to substitute a participant with another suitable participant, who satisfies pre-requisites, provided that the Academy being notified by the Customer at least 2 (two) weeks before the Training Course start date, providing that this is technically possible. In such a case substitution shall be on neutral costs basis for the Customer. Any communication to this effect shall be forwarded to the Training Operations Planning at the following e-mail: [academy@carmine-aviation.com](mailto:academy@carmine-aviation.com).

### 6. Invitation Letter

- 6.1 Subject to Acknowledgment of Proposal and full (100%) payment as per section 4.1 above, Carmine Academy will send to Customer participating to the relevant Training Service, an Invitation Letter for VISA purposes.
- 6.2 The Customer shall send to Carmine Academy 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 tile, date and birth-place;*
  - *Passport number / issue and expiry date;*
  - *Accommodation prove of reserve;*
  - *Date of arrival to/in and departure from Portugal.*
- 6.3 Delays in arriving at the place where the selected Training Course due to VISA problems bring about the cancellation of the Training Course and Carmine Academy shall be entitled to withhold the payment.
- 6.4 Carmine Academy 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.

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### 7. Payment

- 7.1 Customer 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 Carmine Academy in advance of the selected Training Course start date.
- 7.2 Trainees are required to present copy of payment proof on their arrival to Carmine Academy.
- 7.3 Should a Training Service need to be extended for reasons relevant to Customer delays other than those stated in Article 5.3, the extra costs incurred by Carmine Academy will be recharged to the Customer.
- 7.4 All expenses incurred by Carmine Academy on behalf of the Customer which are not specified in the proposal, shall be either paid by the Customer or recharged to the Customer in accordance with the payment terms of this Proposal.
- 7.5 The Proposal will include the following Training Services fees:
- i. Tuition at the Carmine Academy facilities;
  - ii. Training material used during the Training and relevant documentation as applicable;
  - iii. Lunches if Training Service are performed at the Carmine Academy facilities during working hours;
- 7.6 Training Course fees do not include (unless otherwise specified in writing) as follows:
- i. Tax fees;
  - ii. Any agents' charges, foreign correspondents' charges or other indirect costs incurred in connection with transactions undertaken by the Customer to effect payment
  - iii. All students' expenses related to the selected Training Service;
  - iv. Travel expenses to/from home Country;
  - v. Daily travel to/from hotel and Carmine Academy facilities;
  - vi. Any accommodation expenses;
  - vii. Personal and medical insurance coverage, including Ground and Flight Risks of the Customer personnel;
  - viii. VAT if and where applicable;
- 7.7 The Customer hereby acknowledge that Carmine Academy is not responsible for paying any other expenses incurred by the Trainees, i.e. airfare, medical or hotel charges.
- 7.8 Additionally, should the Customer personnel do not achieve the required standard at the end of the ground course hours/weeks allocated, Carmine Academy, at its sole discretion, will reserve the right to exclude the Customer personnel from the remaining part of the courses, in such a case, the course will be accounted as fully used by the Customer and Carmine Academy will not recognize any partial credit for the part of the course not used by the Customer personnel.
- 7.9 Carmine Academy 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.).
- 7.10 Payments shall be made by wire transfer to the bank account stated at the respective invoice.

### 8. Invoice

- 8.1 In order to allow Carmine Academy to issue relevant invoice for the Training Course the Customer shall provide Carmine Academy with the following information to be included in the Proposal Acknowledgement:
- i. Customer business name and registered office;
  - ii. Name of the Customer;
  - iii. Invoice/fiscal address;
  - iv. Customer address;
  - v. Fiscal identification (IVA / VAT) if Customer is an EU Member or registered in EU or EORI for UK, CNPJ for Brazil or Fiscal Code for extra EU Members.

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- 8.2 The above-mentioned details are necessary to ensure that Customers' 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.
- 8.3 Customer 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. UAV Flight training liability and Insurance covers**

- 9.1 In case of real flight training (i.e. non simulation training) operating Customer's UAV, the Customer during the entire duration of the flight Training Service, at its sole expenses, shall procure and maintain in full force the following insurance policies:
- 9.1.1 UAV LIABILITY INSURANCE for bodily injury and property damage arising from the Training activity for in the minimum limit of € 5.000.000 or equivalent in other currencies.
- 9.1.2 This policy must include the waiver of subrogation against Carmine Aviation, Carmine Academy, 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 Customer to Carmine Academy at least 15 (fifteen) days before starting the in flight Training Service.
- 9.3 Customer shall also undertake to relieve, Carmine Aviation, 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 UAV and/or damages, bodily injury or death to any third party.

### **10. Force Majeure**

- 10.1 Carmine Academy 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.
- 10.2 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 Carmine Academy, enrolled participants will be notified before commencements and during the relevant Training Course in due time.
- 10.3 Should any circumstances arise whereby through no deliberate fault of Carmine Academy it fails to provide to the Customer any service contemplated by the Proposal for reasons other than those referred to in paragraph 5.3, then Carmine Academy's liability to Customer and/or Trainee shall be limited to grant to Customer 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.

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### 11. Certificate

- 11.1 Except for "Dry" simulator hours, the Carmine Academy will issue the "Certificate of Training" upon satisfactory completion of the relevant Training Course.
- 11.2 Should Carmine Academy not be in the position to issue the hard copy of the above mentioned document, Carmine Academy will send the hard copy of the Certificate by Express Courier.
- 11.3 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 Customer, a hard copy of it may be required, at a 100,00 EUR fee for each copy.
- 11.4 Carmine Academy does not guarantee that after receipt of the on ground and/or flight Training Service (including simulated flight training) that the selected participant of the Customer will achieve the necessary proficiency to qualify for any license, certificate or rating issued by a regulatory or government authority, Carmine Academy shall not be responsible for the competence of any person trained.
- 11.5 Regarding the on ground and in flight Training Service (including simulated flight training) Customer waives any express or implied warranties arising from course of dealing, usage of trade, fitness for any intended purpose or merchantability.

### 12. Indemnity

Customer hereby agrees to release, Indemnify, defend and hold Carmine, its subsidiaries, affiliates and shareholders, and all of their respective officers, directors, members, managers, employees, agents, successors and assigns (collectively referred to as the "Seller Indemnitees") harmless against any and all losses, liabilities, damages, costs, expenses, judgments, actions, proceedings, claims, damages, compensation, penalties or other liabilities (including reasonable attorneys' fees) ("Claims") resulting or arising (directly or indirectly) from:

- i. Property damage or injury to or death of any person and any other direct, indirect, incidental, consequential, economic, or statutory civil damages any of which arise out of or are in any way related to the provision of services or the sale of any Parts by the Seller Indemnitees, and/or
- ii. the use, operation, repair, maintenance, or disposition of Parts provided under any Purchase Order, whether or not arising from breach of contract, strict liability, or tort (including negligence), and/or
- iii. as a result of the breach by Customer of any of its obligations, representations, warranties or covenants made in connection with the transactions contemplated by this Agreement; provided however, Customer shall not be required to indemnify the Seller Indemnitees for claims or liabilities arising from the gross negligence or willful misconduct of any Seller Indemnitee. This indemnity shall survive and continue in full notwithstanding the termination of this Agreement.

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### 13. Training Material

- 13.1 The supply of the training services under this proposal shall not be construed as granting expressly or impliedly to the Customer any title or rights to any designs, copyright, intellectual property rights, patent, utility, design model, trademark, or any license whatsoever in relation to the Training provided to the Customer under this proposal.
- 13.2 The copyright in all supporting material, technical publications, training documentation and training aids, both hardware and software (the “Training Material”) produced by Carmine Academy for the purpose of training services and provided to the Customer and/or trainee(s) during the courses is proprietary to Carmine Academy and shall be used by the Customer for the sole and limited purpose of attending the training courses as per the respective proposal. Neither Customer nor any trainee is permitted to make use of any such Training Material for the benefit of any third party or to modify, copy, translate into any language, reproduce or make derivative works of any Training Material in whole or part without the prior written consent of Carmine Academy.
- 13.3 The Customer recognizes the confidential and proprietary nature of the Training Material and of any information contained therein and undertakes not to provide or disclose any such documents and information to any third party without the prior written consent of Carmine Academy.

### 14. Unenforceability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

### 15. Confidentiality

Information contained in Carmine Aviation offers and/or contracts is intended for the exclusive use to the Customer. Any distribution, copying, publicizing or other disclosure to third parties without prior written consent of Carmine Aviation is prohibited.

### 16. Standard Terms Language

These GCB may be made available in a number of languages. However, in the case of any question of interpretation or difference in translation, the English version shall prevail.

### 17. Applicable Law and Jurisdiction

The governing law of the contract shall be the law of Portugal.

In the event of any dispute arising out of this Contract, the parties hereto agree to submit to the jurisdiction of the courts of Portugal.

### 18. General Data Protection Regulation ‘GDPR’

Carmine Aviation and its Division Academy is a compliant with the General Data Protection Regulation (GDPR) and the Data Protection.

Carmine Aviation have a data protection policy which demonstrates our commitment and understanding of data protection law. Carmine Academy only process personal data where necessary and always uphold the rights and freedoms of those subjects that can be identified. By entering into a contract with Carmine Aviation Limited a legal obligation to process the data of your staff and other representatives of your organization may be created and we therefore will process the data in our legitimate business interest.

**Approved by Carmine’s Managing Partner on the 1<sup>st</sup> March, 2023.**

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[Enclosure 1 to the Policy STCSTS]

### **PROPOSAL ACKNOWLEDGEMENT FORM**

[PLEASE FILL IN AND SIGN ALL REQUIRED FIELDS]

**CUSTOMER (NAME AND STAMP)**

**ADDRESSEE:**

**CARMINE AVIATION – ACADEMY**

With the subscription of this proposal acknowledgement (proposal ref. \_\_\_\_\_), the Customer above appointed, accepts all the provisions of the referenced Proposal together with the Standard Terms and Conditions, attached to the same. The Customer shall sign and return this proposal acknowledgement and declaration; through which failure to comply will result in the expiration of the respective proposal.

Date:

Name:

Role/Title and/or Rank:

Signature: