



STUDENT FLIGHT TRAINING AGREEMENT

(Contains 7 pages)

ALL DETAILS OF THIS AGREEMENT ARE PRIVATE & CONFIDENTIAL

This Service Agreement, hereinafter referred to as "Agreement", is entered into and made effective as of the date set forth at the end of this document by and between the following Parties:

Hercules Aviation Training School Private Limited, who will hereafter be referred to as "COMPANY" with principal offices located at H.NO 51, Adanbagh Extension, Dayalbagh, Agra, Uttar Pradesh 282005, India.

and

_____(name)
s/o _____ (father's/ guardian's
name) born on _____ (date of birth),
resident of _____
(address) identity card number _____ (PAN/ AADHAR/ PASSPORT)
who will hereafter be referred to as "STUDENT".

RECITALS:

Article 1 – SUBJECT OF THE AGREEMENT:

1.1 In this agreement the company acts as aviation training, employment and career development consulting agency. Company provides arrangement of aviation training programs, program management and career development support package to its client, the Student through its own services (services offered on the basis of legally contracted to the Company and its subsidiaries and partners) and either affiliated or outsourced third-party providers as well as prospective internship and employment companies.

1.2 Training program selection. The student has selected **(ATPL – IND)** and enrolled for the following stages of training programs.

- ✓ **Commercial Pilot License Flying Training with Multi-Engine Instrument Rating. (CPL FLG TRG)**
- ✓ **Asst Flight Instructor Rating and Internship. (AFIR & INT)**

1.3 Commencement dates & projections. The date of registration for the said program is _____. The first stage of the Training Program is projected to commence on _____. Dates may change, subject to document processing requirements and Company's operational needs. In case Student is unable to make the below stipulated date, his/her enrollment will be automatically deferred to the next available date. The Ground Classes are projected to take 6 months and flying training towards Commercial Pilot License is projected to take 10 to 12 months for completion. AFIR training is projected to start immediately after the completion of CPL FLG TRG and receipt of Commercial Pilot License. The internship will commence immediately on endorsement of Asst Flight Instructor Rating on the student's license. The



internship will be limited to a total period of 24 months for ATPL- INDIA and for a period of 60 months for ATPL-ZERO candidates.

1.4 Distribution of monetary funds. Company will accept and distribute Student's monetary funds to the affiliated service providers including but not limited to, accommodation/transportation providers and other third-party organizations required for provision of Student's flight training and internship program, as outlined in article 3, 4 and 7 of this agreement.

Article 2 - RESPONSIBILITIES, LIABILITIES & LIMITATIONS

2.1 Background. Both parties, Company and Student, will be responsible and liable, within the respective boundaries stipulated in this agreement, under the Indian law.

2.2 Limitations. Company does not bear any legal or financial responsibility and does not provide compensation for: [a] any losses incurred by the Student as a result of actions and decisions made by Directorate General of Civil Aviation (DGCA), Civil Aviation Authority of the country or any other foreign government agencies, that might affect Student's status and eligibility for study and employment; [b] delays of any nature caused by the Student him/herself, due to any reason, for which Student is personally responsible; [d] suspension from training due to such reasons as: extremely low performance standards that may be dangerous and/or cause injury to persons and equipment, insufficient knowledge of English which inhibits Student's ability to conduct safe flights, not being able to understand instructors and/or training materials provided by the Student, learning difficulties and/or inability to improve; [e] any additional charges, as well as direct and indirect expenses incurred by the Student due to his/her inability to comply with the outlined training program/curriculum by the Company and its affiliates and partners including but not limited to Training and Procedure Manual, Disciplinary Manual, Safety management system, Operations manual, standard operating procedures and/or standards which may result in Student being required to undergo additional theoretical and/or practical training and/or internal skill and knowledge testing. [f] any additional training may be required due to recommendation by the Student's designated flight instructor, and/or examiner and/or any other training body and authority responsible for pilot license issuance. Such additions and resultant expenses will be retroactively added to the outlined here training program cost. All additional aforementioned expenses, as well as expenses associated with the additional flight training, such as airplane rental, instructor fees, fuel surcharge fees, accommodation cost, examiner fees, government fees, and other related expenses are sole responsibility of the Student.

2.3 Agreement signing and validity. This agreement is valid for both parties when signed and submitted by Student using online electronic format. The date of signing, geographical stamp and IP will be auto-generated and included at the bottom of this agreement. The responsibilities of Company, as outlined in this agreement, will come into force only after Student makes the initial enrollment deposit payment pursuant to paragraph 4.

2.4 Redemption of liability. By signing this agreement, Student redeems Company from any liability for Student's welfare, health, accidents and incidents and resultant to Student and third-parties damages, throughout the entire duration of his training, internship, employment during and after the term of this agreement.

2.5 Arbitration. Any claim or dispute arising from or relating to this Agreement or to this



arbitration clause must be resolved by binding arbitration under the rules of the state of Telangana.

2.6 Regulations. Upon commencement of training, Student is obligated to comply with all the rules and regulations set forth by the Company. Any new changes to these rules will be intimated to the student electronically via email on the registered email address. It will be the sole responsibility of the student to keep himself/herself updated of all such rules and regulations.

2.7 Limited availability. Due to high demand and limited training facilities this program has a limited availability of annual training slots. Company has a right to refuse enrollment to students on selective basis. The basis taken into account are: pilot aptitude testing scores, academic transcript scores, English test scores and student's character and motivation discovery conducted during the enrollment interview. If Student is awarded training, this means that his/her training slot has been allocated, booked and guaranteed. This also means that some other student was displaced from the training slot in favor of this award. Student is asked to appreciate this fact and treat his training slot award as a valuable commodity.

2.8 12 Months Guarantee. The company will be obliged to complete 200 hours of flying training towards Commercial Pilot License flying training syllabus with prejudice to student's performance and attendance (Maximum leave allowed to the student is 15 days during the training period) as per the training and procedure manual and the agreement within 12 months from the time (a) the student successfully passes all the written pilot examinations conducted by DGCA or (b) award of Flight Radio Telephony Operators License (Restricted), also known as FRTOL(R) or (c) Student Pilot License issued by the company or (d) signing of this agreement whichever is later. This license, FRTOL(R) is issued by DGCA once the student completes the requisite written exam for which the training will be provided by the company. The Student Pilot License will be issued after the student has cleared all the written Pilot license examinations conducted by DGCA.

Article 3 – COST OF TRAINING

3.1 Included services.

3.1.1 The cost of **INR 62,25,000/- (Rupees Sixty-Two lac Seventy-five thousand only)** includes the following fees and services:

- (a) 185 hours of flying training on Single engine aircraft approved for training by DGCA.
- (b) 15 hours of flying training on multi-engine aircraft approved for training by DGCA.
- (c) SPL & FRTOL examination and issuance of license.
- (d) Flying Training on Simulator as per DGCA's Requirement.
- (e) Administrative support and consultation for processing documents.
- (f) Training towards Assistant Flight Instructor Rating including ground training and 20 hours of flying training.
- (g) Accommodation with food and transportation from Hostel to Flying Club and back for 12 months.

3.2 General refund policy. Due to the limited availability of training slots and lengthy process of qualifying a student for enrollment and visa paperwork, any vacated slots due to cancellation will not be filled by an alternate student on a short notice. Because of that, students who cancel program enrollment after less than 45 days prior to the program's scheduled start date stipulated in paragraph 1.2, will not be eligible for a refund. Student must thoroughly familiarize him/herself with the refund terms and conditions outlined in



paragraph 3.3 of this agreement.

3.3 Specific refund stipulations. Company will maintain a student balance account and intimate the student on a monthly and/or as and when required basis about the status of the balance and expenses incurred. In case the student is eligible for a refund as per para 3.3(a) to 3.3(d), a cancellation fee equal to 10% of the course fees will be deducted from the refund amount.

- (a) In such event that Student is declared permanently unfit to undertake any flying by the Government due to medical reasons the Company will refund all the funds remaining on the student's balance account except for the administrative and training expenses already incurred by the Company and/or paid to the third- party providers; provided student must meet all the admissions requirements at the time of registration. Should the Student apply for the program knowingly about the medical condition, or furnish fake, incomplete or fraudulent documents, Student will not qualify for the refund;
- (b) In such event that Company decides to cancel Student's training before or after commencement of training program, with or without Student's consent, Company will refund 100% of the funds remaining on the Student's balance account;
- (c) In case the company is not able to oblige to Article 2.8 of this agreement the company will refund the fees for the pending flying hours as per the details of breakdown provided in article 3.4(f) of this agreement and still be obliged to complete the remainder of flying training hours without any additional costs;
- (d) No other refunds will be issued after Student commences his/her training program;
- (e) In case the student is eligible for a refund, a cancellation fee equal to 10% of the course fees will be deducted from the refund amount;
- (f) All refunds will be processed by the Company via bank transfer or check within sixty business days from written request submitted by Student and after verification of all the details to the satisfaction of the Company.

3.4 Additional Expenses and Services. The following items are not included in the estimates fees of this agreement and can be availed at additional cost.

- (a) Government fees. There are various fees and taxes charged by the Government for processing of documents, examinations and/or services including but not limited to written examinations, Issuance of FRTOL(R), FRTOL, Private Pilot License, Commercial Pilot license, yearly medical examinations and tests. The estimated expenditure on such fees will be ₹ 100,000/- approximately. Such fees will be paid by the student directly to the Government and its agencies.
- (b) Ground Classes. Ground classes for five subjects including the study material for Technical General, Air Navigation, Air Regulations, Aviation Meteorology and RTR(A) is charged at ₹ 2,35,000.
- (c) Uniform. Black Shoes with laces and Belt are compulsory for the student and are not provided with the standard issue as per 3.1.1. Also, only one set of uniform is provided as per article 3.1.1. Any additional items required will be procured by the student as per requirement.
- (d) Headset. Students can either purchase the Headset for training at MRP or get it issued on rental basis against a security deposit of ₹ 55,000/- and a monthly rental of ₹ 400.
- (e) Training Material. Books and training material can either be purchased or issued on rentals on case-to-case basis.
- (f) Additional training. Charges for any additional training required are as follows.
 - a. Single Engine Aircraft (G 1000) – ₹ 22,000/-



- b. Multi Engine Aircraft – ₹ 55000/-
- (g) Any additional Item required by the student not mentioned in Article 3.1.1 will be procured by the student at his/her own expense.

3.5 Taxes. The cost of training which will be borne by the student may be affected pursuant to any decisions by Government of the country or state where the training is being imparted. The taxes can be recovered retrospectively from the student if any such order is passed by the respective Government as per tax legislation in their respective areas of operation.

3.6 Health Insurance. Student is personally responsible for his/her own medical insurance, accident/incident insurance.

Article 4 – PAYMENTS

(Please note: all costs and payment amounts stipulated in this article and sub-articles are estimates only. The actual payments will be billed to the Student by the Company's accounting department and will be based on the actual flight time and services required by the Student to complete each phase of training.)

- 4.1 Registration fee. A non-refundable Registration fee of ₹ 25,000 (Rupees twenty-five thousand only) is charged to initiate the enrolment process including processing of this agreement. The payment of registration fees also ensures availability of the training slot for the next thirty days till the first installment is paid.
- 4.2 Installment Plan ATPL - INDIA. The Company will have the sole right to extend any payments deadline.
 - (a) First Installment – The student will make a payment of INR 20,00,000/- (Rupees Twenty lac only) within 15 days of registration.
 - (b) Second Installment – The student will make a payment of INR 20,00,000/- (Rupees Twenty lac only) within 60 days of commencement of the course or before completion of 25 hours of flying training, whichever is earlier
 - (c) Final Installment – The student will make a payment of INR 20,45,000/- (Rupees Twenty lac Forty-five thousand only) before completion of 75 Hours of Flying Training.
 - (d) Hostel Fees – The student will make a payment of INR 1,80,000/- (Rupees one lac eighty thousand only) when reporting to the hostel for flight training.

Article 5 – FORCE MAJEURE

All parties, Student, Company, FTP and all additional third-party providers are freed from their respective obligations and liabilities if an extraordinary event of circumstance, such as war, strike, riot, crime, disruptive pandemic, or an event described by the legal term "Act of God" or "Force Majeure" takes place before, during or after the active term of this agreement.

Article 6 – AGREEMENT DURATION, TERMINATION & SUBSTITUTION

- 6.1 Commencement. This agreement comes into legal force from the moment of its signing by both parties and terminates when all responsibilities of both parties are fulfilled, or agreement is terminated in accordance with the conditions stipulated within, or within 60 months from the date of signing for student who has enrolled himself/herself for ATPL ZERO course or within 36 months from the date of signing for all



other student(s) other than student(s) who have enrolled themselves for ATPL ZERO course, whichever comes first. The responsibilities and liabilities of the Company commence only after the first installment payment is made by the Student, and received by the Company, in accordance with and pursuant to article 4. Student's responsibilities and liabilities commence from the moment of signing and transmitting this agreement.

6.2 Automatic termination. This agreement will be automatically terminated and Company released from all further responsibilities and liabilities, if the student:

- (a) Student deviates from his/her training curriculum and/or payment schedule, or
- (b) Student changes flight training provider or changes any part of flight training program outlined in article 7, or
- (c) Student becomes unreachable or fails to respond to Company's attempts to contact him/her via email within 14 working days, or
- (d) Student abdicates his/her residence and cannot be located by the Company's staff, or
- (e) Student is involved in a serious aircraft accident and becomes a subject of investigation by any regulatory body and/or authority.

6.3 Ex post facto substitutions. In some cases, the Company may find that the training of Student is affected due to operational, administrative or legal reasons and the Company and associated service providers are not able to fulfill its/their obligations due to any reason. In such cases, the company would be at liberty to substitute the place and service provider of training without additional cost to the student and the Student will be required to comply with such retroactive substitution.

6.4 Substitution of training and internship providers. In such event that any of the contracted to Company third party providers become unavailable or fail to perform their duties to any reason, the Company reserves a right to replace any contracted parties by furnishing a two-week notice to Student.

Article 7 – TRAINING PROGRAM & CERTIFICATION OUTLINE

The training program will include the following phases of training and internship:

- (a) Phase 1: Ground Classes – DGCA ground classes and examination, RTR(A) license from WPC, Class 2 and Class 1 medicals. (allocated term – 06 months)
- (b) Phase 2: Student Pilot License – Police Verification, training and issuance of Student Pilot License and FRTOL(R). (allocated term – 02 Months)
- (c) Phase 3: Private Pilot License – Training and Issuance of Private Pilot License and FRTOL. (allocated term – 03 Months)
- (d) Phase 4: Commercial Pilot License with multi-engine and instrument rating. (allocated term – 10 months)
- (e) Phase 5: Assistant Flight Instructor training and rating. (allocated time – 04 months)
- (f) Phase 6: Flight Instructor Internship. (24 Months)

Article 8 – FLIGHT INSTRUCTOR INTERNSHIP TERMS & CONDITIONS

8.1 Internship acceptance. This internship is valid only for students selected for the ATPL-INDIA or ATPL-ZERO program. It is not valid for students who have enrolled in any other program including but not limited to CPL – INDIA or PPL -INDIA. At the end of flight training program outlined in article 7(a) to 7(e) of this



agreement, and upon achieving Assistant Flight Instructor License, Student will commence internship as a Company Pilot and Assistant flight instructor. Acceptance to internship is subject to the following terms and conditions:

- (a) Student must complete his/her training up to phase 5 within the 150% of the allocated term stipulated in article 7(a) to 7(e) of this agreement;
- (b) Student must not have any DGCA and/or internal Company policy violations, accidents and/or incidents;
- (c) Student must demonstrate English language proficiency on ICAO-5 level or higher;
- (d) Student must have no DUIs ("driving under the influence") arrests and/or drug/alcohol related convictions;
- (e) Student must have a clean criminal history background check;
- (f) Student must have no more than one failed practical examination;
- (g) Student must maintain clean and professional appearance throughout the entire term of his/her training and demonstrate high standard of knowledge and professionalism suitable for a flight instructor.

8.2 ATPL – INDIA Remuneration package. Salary for this internship will be paid by the Company directly to Student.

The starting remuneration package during internship will be as follows

- (a) Base Salary of ₹ 60,000/- (Rupees Sixty thousand only) per month. The base salary will depend on the attendance of the student.
- (b) For every flying hour completed above 30 hrs in a month the student will be paid an extra allowance of ₹ 1000/- per flying hour. (Illustration – *For example if the student achieves 100 hours in a month, the allowance will be ₹ 1000 x (100-30), i.e ₹ 70000/-*).
- (c) The internship is limited to 24 months for students enrolled in ATPL – INDIA program.

8.3 Termination. At all times, Student's flight instructor internship and employment status is subject to Company's administration's consideration, FTP's chief flight instructor approval and monthly performance review. Student's employment may be terminated at any time by the Company if he/she becomes not in compliance with the conditions and requirements mentioned in this agreement.

Article 9 – CONFIDENTIALITY:

The Parties agree that the terms of this Agreement shall be kept confidential and secret. No Party shall publicly comment on the terms contained within this Agreement.

Article 10 – SIGNATURE & STUDENT DECLARATION

By signing this agreement in electronic format, I, _____, hereby confirm that I have reviewed the content of this document in its entirety, understood it, and I agree to abide by its terms and conditions.

I also agree to make a payment of first installment pursuant to article 4 of this agreement within thirty (30) calendar days from the date of registration as given in article 1.3 of this agreement. I understand that company and all the third-party providers, will assume their contractual responsibilities only after this payment is made.

I give consent for my IP address and location to be recorded in this agreement for the electronic stamp purposes.



EXECUTION:

FIRST PARTY(COMPANY)

SECOND PARTY (STUDENT)

X _____

X _____

SIGNATURE

Date: _____

Name _____

SIGNATURE

Date: _____

Name _____

on behalf of Hercules Aviation Training School Pvt Ltd

SAMPLE