

Commercial Pilot Licence with Instrument Rating Course

PRIVATE EDUCATION INSTITUTION-CADET CONTRACT

This Contract binds both the Private Education Institution (PEI) and the Cadet once both parties sign this Contract. If the Cadet is under eighteen (18) years of age, the Cadet will be represented by the Parent/Legal Guardian.

This Contract is made between:

- (1) Registered Name of PEI : ST Aerospace Academy Pte.
Ltd.
Registration Number : 200709745W
PEI's Address : 600 West Camp Road,
Seletar Aerospace Park,
Singapore 797654
- (2) Full Name of Cadet : _____
*(as in NRIC for Singapore Citizen (SC) and Permanent Resident (PR) / as in passport for international Cadet)**
NRIC Number (for SC/PR)* : _____
Student's Pass Number (if available)/
Passport Number (for international Cadet)* : _____
Cadet's Address : _____

- (3) Full Name of Parent/Legal Guardian* : N.A.
(if Cadet is under eighteen (18) years of age)
NRIC/Passport Number* : N.A.

1. COURSE INFORMATION AND FEES

- 1.1 The PEI will deliver the Course as set out in Schedule A to the Student, towards conferment of the stated qualification upon successful Course completion.
- 1.2 The PEI confirms that the Course has been permitted by the Council for Private Education (CPE) and no amendments have been made to the Course as set out in Schedule A, unless otherwise permitted by CPE.
- 1.3 The Course Fees payable are set out in Schedule B and the optional Miscellaneous Fees in Schedule C.
- 1.4 The PEI considers payment made one (1) day after the scheduled due date(s) in Schedule B as late. The PEI will explain to the Cadet its policy for late payment of

* Delete as appropriate by striking through.

Where non-applicable, put "N.A.". Leave no fields blank.

State all dates in the format of DD/MM/YYYY.

Course Fees, including any late payment fee charged in Schedule C and any impact on Course/module completion.

- 1.5** The terms of the Contract are set out in this Private Education Institution-Cadet Contract, including Schedules A through D and the Addendum herein.

2. REFUND POLICY

2.1 Refund for Withdrawal Due to Non-Delivery of Course:

The PEI will notify the Cadet within three (3) working days upon knowledge of any of the following:

- (i) It does not commence the Course on the Course Commencement Date;
- (ii) It terminates the Course before the Course Commencement Date;
- (iii) It does not complete the Course by the Course Completion Date;
- (iv) It terminates the Course before the Course Completion Date;
- (v) It has not ensured that the Cadet meets the course entry or matriculation requirement as set by the organisation stated in Schedule A within any stipulated timeline set by CPE; or
- (vi) The Student's Pass application is rejected by Immigration and Checkpoints Authority (ICA).

The Cadet should be informed in writing of alternative study arrangements (if any), and also be entitled to a refund of the entire Course Fees and Miscellaneous Fees already paid should the Cadet decide to withdraw, within seven (7) working days of the above notice.

For circumstance (iii), the following conditions are to be met to be entitled to a refund of the entire Course Fees and Miscellaneous Fees:

- (i) Not due to Force Majeure Event depicted in Addendum, Article 5, Clause 5.1.
- (ii) Not due to an extension of course duration as a result of additional training required at the reasonable discretion of PEI or on the Cadet's request for PEI to offer such additional training.

2.2 Refund for Withdrawal/Termination Due to Other Reasons:

If the Cadet withdraws from the Course for any reason other than those stated in Clause 2.1, the PEI will, within seven (7) working days of receiving the Cadet's written notice of withdrawal or PEI written notice of Termination, refund to the Cadet an amount based on the table in Schedule D.

Other reasons are categorised as "Withdrawal/Termination With Cause" and "Withdrawal/Termination Without Cause".

Withdrawal/Termination With Cause:

- (i) Cadet transfers to another course conducted by PEI subjected to the Cadet meeting all pre-requisites and obtaining all necessary approvals for the transfer to be effective.
- (ii) A Force Majeure event set out in Addendum, Article 5, Clause 5.1 continues for a period exceeding sixty (60) days as set out in Clause 5.2.
- (iii) The Cadet's initial visa is refused by the relevant immigration authorities where training will be conducted. Documentary evidence of visa approval must be

provided to PEI by the Cadet.

- (iv) The Cadet's initial Student Pilot Licence ("SPL") or relevant National Aviation Authority (NAA) security clearance, where applicable, of the Cadet is rejected by the relevant NAA.
- (v) The Cadet becomes incapacitated for more than a cumulative period of thirty (30) days during the duration of the Training Programme. "Incapacitated" means any physical, mental or other disability rendering the Cadet incapable of performing his/her duties or continuing the Training Programme.

Withdrawal/Termination Without Cause:

- (i) The Cadet does not present himself/herself after three (3) days from the date of commencement of the Training Programme at the location advised to the Cadet in writing where such absence is not agreed to in writing by PEI.
- (ii) The Cadet fails to make timely payment for money as specified in Schedule B and Schedule C.
- (iii) The Cadet is in material breach of a term of this Contract. Repeated breaches of a term shall be considered such a material breach.
- (iv) The Cadet has been issued with two (2) or more Letter of Warning as defined in the Addendum, Article 4, Clause 4.2.
- (v) The Cadet breaches a condition of his/her visa
- (vi) The Cadet commits a breach as defined in Article 4, Clause 4.1.
- (vii) The Cadet has consistent poor performance in theory examinations and/or not meeting the standard level of proficiency required in flight training and is terminated by PEI after reasonable consideration.

2.3 Refund During Cooling-Off Period:

The PEI will provide the Cadet with a cooling-off period of seven (7) working days after the date that the Contract has been signed by both parties.

The Cadet will be entitled to a refund of the entire Course Fees and Miscellaneous Fees already paid if the Cadet submits a written notice of withdrawal to the PEI within the cooling-off period, regardless of whether the Cadet has started the course or not.

3. ADDITIONAL INFORMATION

- 3.1** The laws of Singapore will apply to how this Contract will be read and to the rights the parties have under this Contract.
- 3.2** If any part of this Contract is not valid for any reason under the law of Singapore, this will not affect any other part of this Contract.
- 3.3** If the Cadet and the PEI cannot settle a dispute using the way arranged by the PEI, the Cadet and the PEI may refer the dispute to the CPE Mediation-Arbitration Scheme (www.cpe.gov.sg).
- 3.4** All information given by the Cadet to the PEI will not be given by the PEI to anyone else, unless the Cadet signs in writing that he agrees or unless the PEI is allowed to give the information by law.
- 3.5** If there is any other agreement between the PEI and the Cadet that is different from the terms in this Contract, then the terms in this Contract will apply.
- 3.6** If the Cadet or the PEI does not exercise or delay exercising any right granted by this Contract, the Cadet and the PEI will still be able to exercise the same type of right

under this Contract during the rest of the time the Contract continues.

- 3.7** If this Contract is also signed or translated in any language other than English and there is a difference from the English language copy of this Contract, the English language copy will apply.
- 3.8** In the event of any inconsistency between or amongst the terms set forth in the paragraphs 1 through 3 of this Private Education Institution-Cadet Contract, Schedules A through D and/or the Addendum, the relevant terms shall prevail in accordance with the following order of priority:
- (a) paragraphs 1 through 3 of this Private Education Institution-Cadet Contract;
 - (b) Schedules A through D
 - (c) the Addendum.

SCHEDULE A
COURSE DETAILS

1) Course Title	Commercial Pilot Licence with Instrument Rating Course
2) Course Duration (in weeks)	18 months + 2 months estimated transition time from Ground School in Singapore to Australia for flight training
3) Full-time or Part-time Course	Full-time Course
4) Course Commencement Date (Start of Ground School)	
5) Course Completion Date (awarded course qualification)	
6) Date of Commencement of Studies <i>(Date on which Cadet starts attending Course, if different from Course Commencement Date)</i>	N.A.
7) Qualification <i>(Name of award to be conferred on the Cadet upon successful Course completion)</i>	<ul style="list-style-type: none"> – Frozen ATPL – Commercial Pilot Licence (CPL) with Instrument Rating (IR) and Multi-engine (ME) Endorsement
8) Organisation which develops the Course	ST Aerospace Academy Pte. Ltd. (STAA)
9) Organisation which awards/ confers the qualification	Civil Aviation Authority of Singapore (CAAS)
10) Course entry requirement(s)	<ul style="list-style-type: none"> – Age: 18 & above – Education: At least GCE 'A' Level or equivalent preferred (those with 5 GCE 'O' Level credits including Maths, English and a Science subject may be considered) – Able to pass CAAS CLASS 1 Aviation Medical Examination – Good proficiency in English language (e.g. IELTS Overall Grade of 5.5) – No criminal conviction or finding of guilt (include all motor vehicle traffic-related convictions) – Male Singaporeans must have either completed, be exempted from, or not be liable for, full-time National Service (NS) – Pass STAA selection test

11) Course schedule with modules and/or subjects	See Appendix A
12) Scheduled holidays (public and school) and/or semester/term break for course	Singapore Gazetted Public Holidays
13) Examination and/or other assessment period	<p>Ground School: At the end of each phase.</p> <p>Flight Training: Check rides and flight test are scheduled after cadet meets the proficiency level of each training phase.</p>
14) Expected examination results release date	<p>Release of ground results is subjected to CAAS, typically three (3) weeks after assessments.</p> <p>Flight test outcome will be notified upon flight test completion.</p>
15) Expected award conferment date	Award conferment date is determined by CAAS, typically three (3) weeks upon receiving application and supporting documents from Cadet.

**SCHEDULE B
COURSE FEES**

Fees Breakdown <i>[shows the full breakdown of total payable course fees]</i>	Total Payable (with GST, if any) (S\$)
Course Fees	S\$152,040.00
GST	S\$3,547.74
Total Course Fees Payable:	S\$155,587.74
No of Instalments:	9

Each instalment after the first shall be collected within one week before the next payment scheduled.

INSTALMENT MILESTONE

Instalment Milestone	Amount Payable	Date Due	Training Phase
1*	S\$18,078.72	Within 7 days upon contract signature	Phase 1
2*	S\$18,075.51	To be paid 7 weeks after Ground School commencement	Phase 1
3*	S\$18,075.51	To be paid 15 weeks after Ground School commencement	Phase 1
4	S\$16,893	To be paid 23 weeks after Ground School commencement	Phase 2
5	S\$16,893	To be paid 8 weeks after flying training commencement	Phase 2
6	S\$16,893	To be paid 16 weeks after flying training commencement	Phase 2
7	S\$16,893	To be paid 24 weeks after flying training commencement	Phase 3
8	S\$16,893	To be paid 32 weeks after flying training commencement	Phase 3
9	S\$16,893	To be paid 40 weeks after flying training commencement	Phase 3
Total Course Fees Payable	S\$155,587.74		

***Instalment milestone amount payable inclusive of Singapore GST of 7%**

Flying training commencement date in the respective Overseas Training Location shall be informed by PEI to the Cadet in writing.

SCHEDULE C
MISCELLANEOUS FEES¹

SCHEDULE C1 - ADDITIONAL TRAINING COST & CHARGES (ATCC)

- C1.1 ADDITIONAL TRAINING COST & CHARGES (ATCC) All additional training cost and charges will be borne by the Cadet. Such charges as set out below will also be borne by the Cadet.
- C1.2 Both PEI and the Cadet recognise that flying is a skill and although the training as outlined in Appendix A and B is sufficient to meet all training requirements for the Cadet to be qualified to undertake the Commercial Pilot Licence with Instrument Rating (CPL/IR) and ground examinations, there may be additional training required depending on the Cadet's abilities, aptitude, skills, knowledge and effort put towards his/her training.
- C1.3 If at any time PEI makes an assessment in its reasonable discretion that the Cadet requires such additional training and should the Cadet request PEI to offer such additional training to the Cadet, such additional training shall be carried out at the Cadet's expense. All such instruction provided to the Cadet over and above the Training Services as outlined in Appendix A and B, including, without limitation, any training required beyond the Training Period, shall be charged to the Cadet at PEI's published rates upon completion of each training phase.
- C1.4 For the re-attempt of flight tests and/or theory tests, all test fees and associated charges will be charged to the Cadet at rates contained in the table below upon completion of each training phase.
- C1.5 Extension in benefits defined under the Addendum, Article 3 ("**Cadet Services**") beyond the Training Period shall be charged at PEI's published rates for the duration of any such extension as determined by PEI. The Cadet is solely responsible to pay to the service provider all costs incurred as a result of any extension in board and lodging in Australia and this is not covered under Appendix C.
- C1.6 The PEI shall collect S\$6,000 from the Cadet at the point of contract signing as a deposit for the ATCC ("**ATCC Deposit**") that the Cadet may incur in the course of his/her training. This amount shall be utilized to offset the ATCC which shall be computed at the end of his/her training, and any balance unconsumed amount shall be refunded to the Cadet. In the event the ATCC Deposit is insufficient to pay for the ATCC incurred, the Cadet shall make payment for the outstanding within fourteen (14) days from the date of STAA's invoice.

¹ Miscellaneous Fees refer to any optional fees which the Cadets pay only when applicable. Such fees are normally collected by the PEI when the need arises.

ATCC APPLICABLE TO TRAINING IN SINGAPORE:

S/No	Item Description	Rate	Variable Type
1	ATPL Theory Exam Registration	At Cost plus 15%	CSV
2	ATPL Theory Remedial Training	S\$480 per subject (Comprises two sessions of two hours each)	CSV

ATCC APPLICABLE TO TRAINING IN AUSTRALIA:

S/No	Item Description	Rate	Variable Type
1	Cessna C172 Aircraft (solo)	A\$256 per hour	FTV
2	Cessna C172 Aircraft (dual)	A\$398 per hour	FTV
3	C172 Flight Training Device (FTD)	A\$216 per hour	FTV
4	Piper Seminole PA44 Aircraft (solo)	A\$444 per hour	FTV
5	Piper Seminole PA44 Aircraft (dual)	A\$613 per hour	FTV
6	PA44 Flight Training Device (FTD)	A\$226 per hour	FTV
7	ICAO Level 4	At Cost plus 15%	FTV
8	CAAS GFT Flight Test	A\$1,500 per test	FTV
9	Personal Accident Insurance (in Australia)	A\$30 per week	CSV
10	Health Insurance (in Australia)	A\$15 per week	CSV
11	Transport (in Australia)	A\$35 per week	CSV
12	Dual Occupancy Room (in Australia)	A\$160 per week	CSV
13	Air Ticket	At Cost plus 15%	CSV

NOTE: Subject to changes e.g. inflation, fuel price fluctuation.

Legend: CSV – Cadet Services Variable. FTV – Flight Training Variable

Formula for computation of ATCC

ATCC = SUM OF CADET SERVICES + SUM OF FLIGHT TRAINING SERVICES

ATCC = $\Sigma(\text{CSV}_i \times \text{Duration}) + \Sigma(\text{FTV}_i \times \text{Rate})$ where i = individual items reference in the table above.

For instance, for training in Australia, a Cadet who has extended his/her training duration by additional 2 weeks and flown additional 5 hours in C172 & 1 hour in C172 FTD. His/her ATCC is therefore:

ATCC = (personal accident insurance x 2 weeks) + (health insurance x 2 weeks) + (dual occupancy room x 2 weeks) + (transport x 2 weeks) + (C172 aircraft hiring x 5 hours) + (C172 FTD hiring x 1 hour)

ATCC = (30 x 2) + (15 x 2) + (160 x 2) + (35 x 2) + (398 x 5) + (216 x 1) = A\$2,686

SCHEDULE C2 - Personal Expenses

The Cadet shall be responsible for all other personal costs and expenses incurred during or beyond the Training Period as it may apply including, but not limited to the following:

- a. Fees required for aviation medical examinations and medical licensing fees stipulated by the NAA.
- b. All visa application fees, student pass application fees and associated charges, for entry into Singapore and/or Australia in order to undergo the entire Training Programme.
- c. All applicable Singapore GST on the portion of the Training Fee for Training conducted in Singapore.
- d. The Cadet's own accommodation and transportation charges in Singapore during Ground School training conducted in Singapore.
- e. Daily self maintenance including meals and other expenses.
- f. Local and/or international telephone call charges and internet access fees.
- g. Additional English Language Intensive Course for Overseas Students (ELICOS) training, for the purpose of safety and proper communication, will be necessary should the Cadet's standard of English language falls short of the standard required for the Cadet's participation and completion of the Training Services.
- h. Extension of Cadet Services resulting from Cadet's own leave of absence from training.

SCHEDULE D
REFUND TABLE

Refundable amount of fees to be computed based on Schedules B and C	If Cadet's written notice of withdrawal or PEI termination <i>with</i> cause is received:
<p>Total Training Fee paid (TFP) deducting the Training Services Charges (TSC) for the portion of course taught and services consumed till the date of withdrawal/termination.</p> <p style="text-align: center;">Formula: (TFP - TSC)</p>	when there is an excess of course fees paid
<p>Total Training Services Charges (TSC) of course taught and services consumed deducting Total Training Fee (TFP) paid till the date of withdrawal/termination.</p> <p style="text-align: center;">Formula: (TSC - TFP)</p>	when there is shortfall of course fees paid

% of [the amount of fees paid under Schedules B and C]	If Cadet's written notice of withdrawal or PEI termination <i>without</i> cause is received:
80%	("Maximum Refund") more than 60 days before the Course Commencement Date
40%	before, but not more than 60 days before the Course Commencement Date
20%	before, but not more than 30 days before the Course Commencement Date
0%	On or after the Course Commencement Date

All refund application or notice must be made to the addressee specified in Addendum, Article 9.

The refunds will be less any applicable bank administrative charges payable.

ADDENDUM

This Addendum is attached and made a part of this Contract.

PEI and Cadet

(collectively the “**Parties**” and each a “**Party**”).

The parties, for good consideration, hereby agree the following terms and conditions:

RECITALS

WHEREAS PEI owns and operates a flight training organisation in Singapore known as ST Aerospace Academy Pte Ltd (“**STAA in Singapore**”) through which it conducts part of the Training Services (as defined below);

WHEREAS PEI owns and operates a flight training academy in Australia known as ST Aerospace Academy (Australia) Pty Ltd (“**STAA in Australia**”) through which it conducts part of the Training Services;

WHEREAS the Cadet desires to engage PEI to provide the Training Services under the Training Programme (as defined below) and will enrol on a full-time basis;

WHEREAS PEI is able and willing to provide such training services in accordance with the terms and conditions of this Contract; and

WHEREAS PEI is offering the CAAS Commercial Pilot Licence with Instrument Rating Course (“**Training Programme**”), which is approved by the Civil Aviation Authority of Singapore (“**CAAS**”);

In this Contract, PEI utilises training facilities within the ST Engineering Group including STAA in Singapore, STAA in Australia and any future flight training entity setup and owned by PEI and/or the ST Engineering Group. PEI shall decide at its sole discretion on the use of any of the above-mentioned training facilities subject to requirements including but not limited to NAA approval, training schedule and business growth.

In consideration of the foregoing and the mutual covenants herein, the Parties agree as

follows:

Headings: paragraph headings are for convenience only and shall not be used in construing the Agreement.

**ARTICLE 1
THE TRAINING SERVICES**

1.1 Training Programme and Training Services.

The Cadet undertakes to participate in the Training Programme and pay PEI for the conduct of Training Services (as defined below) as set out in this Agreement. PEI undertakes to conduct the said Training Programme and provide flight training services as described in Schedule A ("**Training Services**") in preparation for the Cadet to achieve a qualification stated in Schedule A.

The Training Services encompass all aircraft and simulator training as well as relevant check rides conducted at PEI training facilities. The phases of this Training Services provided are illustrated in Appendix A. Flight training phases of the Training Services provided will be in the location as stated in Appendix A. The Training Period shall exclude any time taken by the Parties for administrative and logistical matters, including but not limited to wait time during notification of ATPL (Theory) Ground School examination results, time taken to apply for and obtain the requisite immigration visa for the Overseas Training Location and travelling time between Singapore and Australia.

1.2 Aircraft and Simulator Types (Not applicable to Air Transport Pilot Licence (Theory) Course). The aircraft and simulators to be used as part of the Training Programme are detailed in Appendix A.

1.3 Changes to Aircraft and Simulators (Not applicable to Air Transport Pilot Licence (Theory) Course). The aircraft and simulator types specified in clause 1.2, depending on aircraft and simulator availability may be substituted at PEI's discretion with similar aircraft and/or simulator type(s).

1.4 Difficulty with the Training Programme. PEI shall notify the Cadet within a reasonable time if the Cadet is determined to be unlikely and/or unable to complete the Training Programme. Should the Cadet elect to release himself/herself from training, Cadet Contract Clause 2 will apply.

1.5 Incident or Accident Report. PEI shall notify the Cadet's specified next-of-kin within twenty-four (24) hours of any incident or accident involving the Cadet.

1.6 Singapore Gazetted Public Holidays. STAA in Singapore will follow the gazetted public holidays in Singapore and no formal training shall be conducted during these dates as determined by the Singapore Government before the start of each new year and published officially on the Ministry of Manpower website.

**ARTICLE 2
COMPENSATION**

2.1 Late payment interest at the rate of twelve percent (12%) per annum will be charged, on any amount payable by the Cadet to PEI under this Contract, including without limitation, under Schedule C, C1.6, from the due date until the date of actual payment (as well after as before any judgement). Such interest shall accrue from day to day and shall be compounded monthly.

2.1.1 PEI will use reasonable efforts to provide an invoice to the Cadet thirty (30) days prior to each Milestone.

- 2.1.2 The Training Fee will remain fixed throughout the duration of the Training Period, unless the Cadet incurs additional training charges as described in clause 4.3 or amendments had been made to the Training Services as detailed in clause 6.2.
- 2.2 All payments by the Cadet are to be made in the currency of Singapore Dollars (SGD) or otherwise stated. Payment details will be provided to the Cadet in the invoice.
- 2.3 Training Services may be suspended at PEI's discretion, without any liability to PEI, if any payment due to PEI by the Cadet is outstanding by more than thirty (30) days.

ARTICLE 3 BENEFITS

- 3.1 The Training Fee shall only cover the items described below for the Training Period. All other items, benefits and services, including any items, benefits and services provided beyond the Training Period, will be subject to additional charges.
- 3.1.1 Books and Materials. All books and materials needed in the Training Programme as detailed in Appendix C.
- 3.1.2 Flight Training (Not applicable to Air Transport Pilot Licence (Theory) Course). Aircraft and simulator training, inclusive of fuel charges, instructor fees, navigation and landing charges and all licence issuance fees, in accordance with the Training Programme. Additional flight training required over and above the Training Programme, shall be charged at PEI's published rates.
- 3.1.3 Examination Fees. The Training Fee covers the charges of flight tests and theory examinations of one attempt each as prescribed in the Course Curriculum in Appendix A.
- 3.1.4 Uniform. PEI will provide the Cadet with uniform comprising two white short-sleeve collared shirt, one white long-sleeve collared shirt (Not applicable to Air Transport Pilot Licence (Theory) Course), two pairs of dark blue trousers, two pairs of epaulettes (Only one pair is applicable to Air Transport Pilot Licence (Theory) Course), one dark blue tie, one name tag and one jacket (Not applicable to Air Transport Pilot Licence (Theory) Course).
- 3.1.5 Transportation in Australia (Not applicable to Air Transport Pilot Licence (Theory) Course). PEI will provide ground transport for the Cadet, to and from the designated accommodation sites and training venues.
- 3.1.6 Air Ticket (Not applicable to Air Transport Pilot Licence (Theory) Course). PEI will provide the Cadet with a round trip economy class tickets between Singapore and Australia.
- 3.1.7 Fee Protection Scheme (FPS). PEI will purchase insurance for every one of its students to protect their fees, as stipulated under the Fee Protection Scheme (FPS) of the Council for Private Education (CPE). PEI will purchase the insurance protection from a CPE-appointed insurance company.
- 3.1.8 Medical Insurance Scheme ("MIS"). PEI has in place a medical insurance scheme for all of its cadets. This medical insurance scheme provides for an annual coverage limit of not less than S\$20,000 per cadet, at least B2 ward in

government and restructured hospitals and 24 hours' coverage in Singapore and Australia throughout the course duration. Where medical or other charges are not covered by the MIS, the Cadet will pay any and all such charges of medical treatment.

3.1.9 Personal Accident Insurance (“PAI”) (Not applicable to Air Transport Pilot Licence (Theory) Course). PEI will provide PAI for the Cadet in an amount of One Hundred Thousand Singapore Dollars (S\$100,000), for the Training Period. An explanatory statement (which is not exhaustive) describing the coverage has been provided to the Cadet and the Cadet hereby agrees to such coverage.

3.1.10 Board & Lodging in Australia (Not applicable to Air Transport Pilot Licence (Theory) Course). PEI will work with a service provider to accommodate the Cadet in a furnished double occupancy room inclusive of utilities (water and electricity), for 48 weeks of training conducted in Australia. The Cadet will adhere to such terms and conditions applicable to board and lodging as determined by the said associate of third party service provider.

ARTICLE 4 CONDUCT, DISCIPLINE & PERFORMANCE

- 4.1 The Cadet shall be deemed to be in repudiatory breach of this Contract if the Cadet commits or is guilty of any of the following:
- 4.1.1 breach any terms and conditions of the Student Handbook, which terms are expressly incorporated into this Contract by mutual agreement. However, in the event of a conflict between the terms herein and the terms of the Student Handbook, the terms herein shall prevail.
 - 4.1.2 violating PEI's policies and guidelines;
 - 4.1.3 refusing or failing to obey any lawful and reasonable instruction of PEI supervisor or delegates;
 - 4.1.4 assaulting or threatening another person while on PEI's premises or other training venues;
 - 4.1.5 causing injury to or endangering the safety of the other cadets, PEI employees or the public;
 - 4.1.6 using without proper authorisation any fire prevention or safety equipment at PEI's property;
 - 4.1.7 deliberately or negligently committing any act that affects the quality of production of work, disruption of flight operations or results in wastage and/or damage to PEI's property;
 - 4.1.8 possessing or taking or removing from PEI's premises, any of PEI property including without limitation, electronic documents and information, or property belonging to another cadet, without proper authorisation;
 - 4.1.9 falsifying PEI records or documentation, including time records and receipts for expenses;

- 4.1.10 bringing to, or consuming on PEI's premises, any drugs other than those prescribed by a registered General Practitioner or Company Doctor, or any intoxicating liquor;
- 4.1.11 gambling within PEI's premises;
- 4.1.12 accepting or soliciting any gifts (or payments) from third parties while representing PEI;
- 4.1.13 misusing any information that the Cadet has obtained in the course of his/her training with PEI;
- 4.1.14 harassing any person while on PEI's premises or in the course of performing duties during the Training Programme;
- 4.1.15 conducting himself/herself in a manner that, as determined by PEI, could seriously damage his/her reputation or the reputation of PEI;
- 4.1.16 being convicted of any criminal offence which in the view of PEI puts honesty or trustworthiness of the Cadet in question;
- 4.1.17 disclosing without proper authorisation any information which relates to PEI business, transactions or affairs whether to the media or otherwise;
- 4.1.18 any neglect of duty or misconduct which in the opinion of PEI justifies summary dismissal;
- 4.1.19 breaching any of the terms and conditions of this Contract;
- 4.1.20 absenting himself/herself without approval from a PEI supervisor;
- 4.1.21 reporting for training in a condition in which, in the opinion of PEI, would be unable to carry out his/her duties properly and safely;
- 4.1.22 using any of PEI's property for purposes other than for which it is intended;
- 4.1.23 using obscene, abusive or offensive language;
- 4.1.24 failing to abide by safety rules and/or failing to report to PEI any accident occurring within PEI's premises;
- 4.1.25 smoking in any part of PEI's premises where smoking is prohibited;
- 4.1.26 failing to notify PEI of changes in his/her residential address, telephone number and email address immediately as they occur; or
- 4.1.27 breach of safety regulations;
- 4.1.28 breach of aviation regulations;
- 4.1.29 failing to meet the requirements of a minimum passing score for the approved syllabus requirements within the approved time-frame of the Contract

- 4.1.30 failing to satisfactorily complete flight training lessons and check rides within the approved time-frame of the Contract; or
- 4.1.31 any other conduct similar to any of the above.
- 4.2 In the event of such breach, PEI has the discretion to issue the Cadet with a Letter of Warning (“**LOW**”). PEI has the right to terminate the Cadet who has been issued with two (2) LOW.
- 4.3 In the event of such breach deemed serious by the PEI, PEI has the discretion to issue the Cadet a written notice of termination with immediate effect.
- 4.4 The Cadet will be given an opportunity to explain the breach within three (3) days upon receipt of the written notice of termination. If no explanation is forthcoming or if the explanation is not satisfactory to PEI in its absolute discretion, PEI shall be entitled to forthwith terminate this Contract, and the Cadet’s participation in the Training Programme, without any liability to the Cadet, by giving written notice of such termination to the Cadet.
- 4.5 If PEI does not terminate this Contract in relation to an earlier breach and the Cadet subsequently commits another breach, PEI shall be entitled to forthwith terminate this Contract, and the Cadet’s participation in the Training Programme, without any liability to the Cadet, by giving written notice of such termination to the Cadet.
- 4.6 Termination of this Contract and the Cadet’s participation in the Training Programme by PEI under this Article 4 shall be without any liability to PEI.

ARTICLE 5 DELAYS

- 5.1 Neither Party shall be responsible for any delay in performing or failing to perform its obligations under this Agreement where such delay or failure to perform is due to subcontractors; breakdown of aircraft or other equipment; changes in governmental requirements by the relevant authorities in Singapore, Australia and Qatar (including without limitation, CAAS, CASA, QCAA and the Australian Government Department of Immigration and Citizenship), hindrance in transportation; natural hazard or disaster; labour unrest; riot; civil commotion; lockout; fire; flood; earthquake; typhoon; adverse weather conditions; war; acts of foreign enemies or terrorist acts; perils of the sea or other perils or cause or circumstance whatsoever which is beyond the control of such Party. Each such event of delay is known as a “**Force Majeure Event**”. Failure to make payment shall not be a Force Majeure Event in any event whatsoever. If the Training Period is extended due to any Force Majeure Event, PEI will use reasonable efforts to notify the Cadet of such extension.
- 5.2 If a Force Majeure Event continues for a period exceeding sixty (60) days, the Cadet and PEI may at any time thereafter, elect to terminate this Agreement by giving written notice to the other Party.

ARTICLE 6 TERM AND MODIFICATIONS

- 6.1 Contract Validity. This Contract shall become effective from the date both Parties have signed the same and for a period of 36 calendar months. For the avoidance of

doubt, the Training Period is defined in Appendix A.

- 6.2 Amendments. Should the Cadet wish to vary the scope of training provided by PEI, then PEI undertakes to review such request and advise the Cadet of the impact of such revision. Such advice will include, but not be limited to, variations in timing, charges and content. Modifications of or additions to this Contract or its appendices must be mutually agreed and approved in writing by the Parties and recorded as an Addendum to this Contract signed by the Parties.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

- 7.1 Representations and Warranties. PEI represents and warrants that:
- 8.1.1. It will maintain the relevant NAA Flight Training Organisation (“FTO”) endorsement and NAA approval on the Training Programme;
 - 8.1.2. It will resume the Training Services after the cessation of the Force Majeure event, if neither party terminates this Contract.
- 7.2 PEI represents and warrants that it is an entity incorporated under the laws of Singapore, possessing perpetual existence as a legal entity, having the capacity to sue and be sued in its own name, having full power, legal right and authority to carry on its business as currently conducted, and to execute, deliver and perform the provisions of this Contract.
- 7.3 The Cadet represents and warrants that he/she is not an undischarged bankrupt, does not have any criminal record or is not the subject of or involved as a direct party in any litigation in a court of law.
- 7.4 Attainment of Qualifications upon Course Completion. PEI offers no warranty or guarantee that the Cadet will obtain the relevant qualification within the Training Period specified in Appendix A.

ARTICLE 8 INDEMNIFICATION

- 8.1 The Cadet agrees to release, defend, indemnify and hold harmless PEI and their respective officers, directors, employees, instructors, service representatives and agents, from and against any and all claims, demands, suits, judgments, damages, liabilities, losses (including costs and expenses), and charges in connection therewith or incidental thereto, for the death or injury to any persons including any employees, designees or himself, and for loss of or damage to any property, including any aircraft, arising out or in connection with any action taken, or omitted to be taken, by the Cadet as a result of or in connection with this Agreement and the services provided hereunder, to the extent caused by the Cadet’s negligence or willful misconduct.

ARTICLE 9 NOTICES

- 9.1 Any notice to be served on either of the Parties by the other shall be in English and

in writing and shall be sent by hand or by courier service or by registered post. If a notice is delivered by registered post, it shall be deemed to have been received by the addressee within three (3) days of posting.

9.2 All written correspondences shall use the address stated below:

	THE CADET	PEI
Name:		
Address:		
Contact Details:		

**ARTICLE 10
NO ASSIGNMENT**

10.1 Neither Party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

**ARTICLE 11
COUNTERPARTS**

11.1 This Agreement may be signed in counterparts (including faxed copies), each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**ARTICLE 12
RIGHTS OF THIRD PARTIES**

12.1 A person who is not a signatory to this Agreement shall have no rights under any law to enforce the terms of this Agreement.

**ARTICLE 13
CONFIDENTIALITY**

13.1 The Cadet acknowledges that in the course of the Contract and conduct of Training Services thereof, he/she will have access to Confidential Information. The Cadet has therefore agreed to accept the restrictions in this Article 13. The Cadet recognises and acknowledges that all information regarding PEI's business practices, training processes and policies including manuals and other policies and procedures, which may exist from time to time, are valuable, special and unique assets of PEI are proprietary and is Confidential Information.

- 13.2 The Cadet hereby undertakes not to disclose any of the foregoing or other information or any part thereof, to any person, firm, corporation, association or any other entity for any reason or purpose whatsoever, save as required by law, court order, administrative or regulatory authorities or with PEI's prior written consent, where such consent is not to be unreasonably withheld.
- 13.3 The Cadet acknowledges and agrees to the collection, use, disclosure and processing of personal particulars and information provided by the Cadet (including personal particulars and information of third parties) for the purposes of PEI providing the Training Services and the Training Programme to the Cadet and for the purposes of PEI performing its obligations under the Contract. The personal particulars and information of the Cadet made available to PEI may be disclosed to the relevant Governmental authorities and PEI's service representatives and agents. Such information is required to ensure the PEI's compliance with the conditions of his/her visa and its obligations under immigration laws generally. In other instances information collected on this Contract or during enrolment can be disclosed without the Cadet's consent where authorised or required by law.
- 13.4 The Cadet represents and warrants that all personal data provided by the Cadet (including personal particulars and information of third parties) to PEI is accurate and complete. The Cadet agrees to promptly inform PEI of any updates or changes to personal data and information provided by the Cadet.
- 13.5 Personal data will be used and retained in accordance with the ST Aerospace Personal Data Policy available at <https://www.staero.aero/>.

**APPENDIX A – CAAS Commercial Pilot Licence with Instrument Rating (CPL/IR)
COURSE CURRICULUM**

PHASE 1
Description: ATPL (Theory) Ground School Location of Training Facilities: Singapore Examination at End of Phase: ATPL (Theory) Expected Duration = 22 weeks Flight Training: Nil Theory Instruction: 950hr
PHASE 2
Description: Basic Instrument Flying and Navigation Training Location of training facilities: Australia Check Ride at End of Phase: Progress Tests (in-house) Examination at End of Phase: Pre-solo Exam, BAK Exam, Area Solo Exam (all in-house) Expected Duration = 18 weeks Flight Training: Single Engine Aircraft = 57 hrs, Flight Training Device = 4 hrs
PHASE 3
Description: CPL with NVFR, Multi-engine Endorsement and Instrument Rating Location of training facilities: Australia Check Rides at End of Phase: Navigation Progress Check (in-house), CPL/IR Progress Check (in-house) and CPL/IR Test Examination: Nil Expected Duration = 30 weeks Flight Training: Single Engine Aircraft = 108 hrs, Multi Engine Aircraft = 35 hrs, Flight Training Device = 21 hrs

For the avoidance of doubt, “**Training Period**” shall be for seventy (70) weeks of contact hours, which comprise 22 weeks of Ground School in Singapore, followed by 48 weeks of flying training in Australia.

* PEI reserves the right to amend the training syllabus and duration as and when required to meet appropriate regulatory requirements.

PROGRAMME DURATION = 70 WEEKS
PROGRAMME FLIGHT TRAINING = 225 HOURS
PROGRAMME THEORY TRAINING = 950 HOURS

NOTE: Release of results is subject to CAAS, typically 3 weeks after assessments. Conferment of final flight training qualification is typically 1 month after final flight assessment.

**APPENDIX B – CAAS Commercial Pilot Licence with Instrument Rating (CPL/IR)
COURSE BY AIRCRAFT TYPE**

	Dual (Hrs)	Solo (Hrs)
Phase 1: ATPL Theory		
* Cessna C172	0	0
* Flight Training Device	0	
	SUB TOTAL	0
Phase 2: Progress Check and Basic Instrument Flying		
* Cessna C172	45	12
* Flight Training Device (Alsim 172)	4	
	SUB TOTAL	61
Phase 3: Commercial Pilot Licence, Multi-engine Endorsement & Instrument Rating		
* Cessna C172	20	88
* Piper Seminole PA44	35	
* Flight Training Device (Frasca 142)	21	
	SUB TOTAL	164
	TOTAL AIRCRAFT HOURS	200
	TOTAL FLIGHT TRAINING DEVICE HOURS	25
	TOTAL FLIGHT TRAINING HOURS	225

* PEI reserves the right to amend the training syllabus and duration as and when required to meet appropriate regulatory requirements.

APPENDIX C – COURSE MATERIALS

Items To Be Issued To Student			
Category	Item Description	ISSUED IN SG	TO BE ISSUED IN OZ
Textbooks	Air Law		
	AGK Part 1 - Airframes & Systems		
	AGK Part 2 - Electrics & Electronics		
	AGK Part 3 - Powerplant		
	AGK Part 4 - Instrumentation		
	Flight Performance & Planning 1		
	Flight Performance & Planning 2		
	Human Performance & Limitations		
	Meteorology		
	Navigation 1 - General Navigation		
	Navigation 2 - Radio Navigation		
	Operational Procedures		
	Principles of Flight		
	Communications		
	Stationery	Navigation Computer CRP-5	
CAAS Approved Calculator			
Mathematical Set			
Protractor PP-2			
Navigation Ruler			
Flight Documents	En Route Supplement Australia (ERSA)		
	En Route Chart Low 1/2 (ERC)		
	Visual Terminal Chart Melbourne (VTC)		
	Visual Flight Guide		
	Visual Navigation Chart Melbourne (VNC)		
	Planning Chart Australia (PCA)		
	World Aeronautical Chart (WAC)		
	Aircraft Operating Manual - C172S		
	Aircraft Operating Manual - PA44		
	Pilot Log Book		
Uniform	Jacket		
	Short sleeve collar shirt (white) x 2		
	Long sleeve collar shirt (white)		
	Trousers (navy blue) x 2		
	Tie (navy blue)		
	Name tag		
	1-Bar Epaulettes		
	2-Bar Epaulettes^		
	Pilot Wing*		

^To be issued after passing Basic Progress NAV Check. *To be issued after passing CPL/IR Flight Test.

PEI reserves the right to make amendments to any of the above items as long as the course materials meet training requirements under this Contract.

The parties hereby acknowledge and agree to the terms stated in this Contract.

SIGNED by the PEI

Authorised Signatory of the PEI
Name:
Date:

Seal of PEI

SIGNED by the Cadet

SIGNED by the Cadet's parent or legal guardian
(if the Cadet is under eighteen (18) years of age)

Name of Cadet:
Date:

Name of Parent or Legal Guardian:
Date: