

**General terms**  
**Star Wings Aviation Training Center GmbH**

**1. General terms / scope of services**

1.1. The Contractor is letting the Full Flight Simulator Level D / CJ3 to the Principal.

1.2. The Contractor commits herself to observe fixed dates for the leasing. The Contractor's obligation is being dropped in case of being prevented, in case of prevention due to force majeure or state interventions.

**2. Payment conditions**

2.1. The fees listed below are calculated on the basis of the Contractor's current valid price list and will be additionally charged with the actual valid German VAT (Value added tax) of 19%.

2.2. The hourly rate is equivalent to 60 minutes per blocktime, according to SIM Log entry and includes the Panel Operator.

2.3. The minimum period for use is one hour, additional time will be charged by minute.

2.4. Principal's Payment Obligations:

(1) Payment shall be due and payable without discount upon receipt of invoice or a similar account of costs, provided no deviating (written) agreement has been made between the Parties.

(2) In the event Principal should not pay even after reminder of Contractor after maturity of invoice, Principal shall be in default. Even without such reminder, Principal shall be in default if a time-limit for payment has been fixed according to calendar. Principal shall be in default with payment obligations at the latest if he does not pay within 30 days of maturity and receipt of invoice or similar account of costs. This shall only apply toward a Principal who is a consumer, if he has been especially indicated to these consequences in the invoice or account of costs. Besides, statutory provisions shall apply.

(3) Any outstanding payments shall be subject to interest during the term of default. Default interest shall be 9 per cent points above the basic interest rate as far as Principal is a company in the meaning of § 14 BGB [German Civil Code]. It shall not be excluded that Contractor may claim a higher interest rate in case of default basing on a different legal reason. Likewise, claiming of further damages shall not be excluded.

(4) Principal's set-off against other receivables towards Contractor shall not be permitted.

(5) In the event of delayed or incomplete payment, Contractor shall be permitted to cancel training with costs, and refuse to render services.

**3. Fees in case of withdrawal by Contractor (cancellation fees)**

3.1. Should Principal withdraw from a contract prior to an agreed date of dry lease, the following fees are applicable as compensation toward Contractor:

|                                    |                         |
|------------------------------------|-------------------------|
| 168 hours prior to the first date: | 20 % of the agreed fee  |
| 96 hours prior to the first date:  | 40 % of the agreed fee  |
| 72 hours prior to the first date:  | 60 % of the agreed fee  |
| 48 hours prior to the first date:  | 80 % of the agreed fee  |
| Below this period:                 | 100 % of the agreed fee |

Authoritative for determination of time-limits shall be receipt of withdrawal notice at the Contractor's.

#### **4. Additional Agreements and Changes of Agreement**

4.1. Oral additional agreements do not exist. Any changes of or amendments to this agreement require written form. Also cancellation of this written form requirement clause requires written form.

#### **5. Events of Defaults**

5.1. In the event Contractor is unable to provide the services as agreed due to force majeure, government orders or orders of airport administration, or due to technical disorders, there shall be no right to claim damages.

#### **6. Data Protection**

Dealing with your personal data in a professional and responsible way is of great importance to us. The following will provide you with all the necessary information explaining how we handle your data on the basis of the European Basic Data Protection Regulation (DSGVO) in a fair and transparent manner.

6.1 The personal data necessary for the use of the simulator is collected and processed exclusively for the purpose of implementing the training agreement by the above-mentioned responsible party within the meaning of Art. 4 para.7 DS-GVO, the legal basis being Art. 6 para. 1 lit. b) DS-GVO. You can contact our data protection officer, represented by Safe Data Consulting GmbH, Alstertwiete 1, 20099 Hamburg via email at [datenschutz@starwings-com](mailto:datenschutz@starwings-com).

6.2 The categories of the processed personal data are: name, first name, address, mobile number, email address, emergency contact/next of kin: name, first name, address, mobile number, email address (purpose: emergency contact); date of birth, copy of Pilot Licence, copy of Flight Log, copy of Medical.

6.3 Your data will only be forwarded to recipients of any companies involved in the implementation of this contractual relationship. In case the personal data has been transmitted to Star Wings Aviation Training Center GmbH for training purposes by another company, there is an agreement of joint responsibility for this purpose according to Art 26 DSGVO.

6.4 You have the following rights concerning personal data pertaining to your person towards the jointly responsible parties (analogous extract from the contract:

- Right to Information (Art. 15 DSGVO),- Right to Correction or Deletion (Artt. 16/ 17 DSGVO),
- Right to Limitation of Processing (Art. 18 DSGVO),
- Right to Objection to Processing (Art. 21 DSGVO),- Right to Data Transferability (Art. 20 DSGVO).

In addition to that, you have the right to complain to a supervisory authority, for Star Wings that is the State Representative for Data Protection and Freedom of Information North Rhine-Westphalia (LDI).

In an agreement of joint responsibilities, the following responsibilities are defined concerning your rights as data subject:

- The commissioning and/or transmitting company is responsible for the data collection and the concomitant duty to inform according to Art 13. DSGVO.
- Star Wings, for their part, are responsible for processing the data, in particular its modification related to training results, data deletion according to Art. 17. DSGVO and data transferability according to Art. 20 DSGVO.
- All your further rights as data subject according to Artt. 15 ff DSGVO are granted by the respective partner company that first collected the data and transmitted it. If you nevertheless assert your rights against Star Wings, the other party will immediately be informed of this so that it can meet the data protection requirements.

6.5 The storage period is limited to the period necessary for the fulfilment of the agreement or results from statutory obligations. Data is automatically deleted in accordance with the statutory retention requirements.

6.6 Please find further information concerning data protection on our website at [www.starwings.com/Datenschutz](http://www.starwings.com/Datenschutz)

## **7. Severability**

7.1. Should individual provisions of this agreement be invalid, the validity of the other provisions shall remain unchanged. Both parties shall agree to replace such invalid provision by a valid provision which comes as close as possible to the original economic purpose.

## **8. Place of Jurisdiction**

8.1. Place of jurisdiction for both parties shall be the business seat of Star Wings Aviation Training Center GmbH.