



# General Terms and Conditions of **REFERRAL PROGRAM AGREEMENT**

Version No: RP-2024/08/01-1

#### Document versions:

| Version No.     | From:      | To: | Link:   | Description of amendments |
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| RP-2024/08/01-1 | 2024.08.01 | -   | <a href="https://baatraining.com/wp-content/uploads/2024/08/Terms-and-Conditions-of-Referral-Program-Agreement.pdf">https://baatraining.com/wp-content/uploads/2024/08/Terms-and-Conditions-of-Referral-Program-Agreement.pdf</a> | Initial version           |

The Agreement (as defined below) shall be governed by these General Terms and Conditions of Referral Program Agreement (hereinafter referred to as “**General Terms and Conditions**”), together with its incorporated attachments or annexes, if any. Any departure from these General Terms and Conditions shall only be valid if mutually agreed between the Parties in writing.

## 1. Definitions and interpretations

- 1.1. Capitalized terms in the Agreement shall have the following meaning, unless the context otherwise requires:
  - 1.1.1 “**Agreement**” means General Terms and Conditions together with the Referral Statement as well as other incorporated attachments or annexes executed by the Parties, if any.
  - 1.1.2 “**Company**” means UAB “BAA Training”, a company duly incorporated and existing under the laws of the Republic of Lithuania, company code 300618099, having its registered address at Dariaus ir Gireno g. 21, Vilnius 02188, Lithuania, which holds Approved Training Organization Certificate No. LT.ATO.004 issued by Civil Aviation Administration of the Republic of Lithuania. Depending on the context, reference to “Company” herein shall also mean Company’s employees, instructors or other personnel.
  - 1.1.3 “**Confidential Information**” means any information conveyed by the Company and received by the Referring Person and/or Referred Customer orally or visually in connection with the execution and performance of the Agreement, which has not been brought by the Company into public use, however does not include the information, which was: 1) generally known or available to the public, through no act or omission on the part of the Referring Person; 2) provided to the Referring Person by a third party without any restriction on disclosure and without breach of any obligation of confidentiality to the Referring Person; 3) independently developed by the Referring Person without use of the information provided hereunder.
  - 1.1.4 “**Effective Date**” means the latest date indicated on the Referral Statement from which the Agreement takes effect.
  - 1.1.5 “**KYC Procedure**” means a procedure applied by the Company for: 1) gathering identification data of the customers, suppliers, beneficiaries and third-party payers (if any), their key personnel, representatives, members of the management bodies, shareholders and ultimate beneficial owners, 2) assessment of regulatory and reputational risks and 3) ensuring regulatory compliance.
  - 1.1.6 “**Parties**” means the Company and the Referring Person and “**Party**” means either of them.
  - 1.1.7 “**Referral Form**” means digital form published on the Company’s website: <https://baatraining.com/referral-program/> dedicated for the Referring Program.
  - 1.1.8 “**Referred Customer**” means potential customer indicated (recommended) by the Referring Person in the Referral Form.
  - 1.1.9 “**Referring Person**” means person who completes and submits the Referral Form.
  - 1.1.10 “**Referring Program**” means program that allows to refer potential customers to the Company and receive a referral fee subject to the terms of the Agreement.

1.1.11 **“Referral Statement”** means template form provided for in Annex No.1 to the General Terms and Conditions.

## 2. Referral Program Overview

2.1. The Referring Person agrees to participate in the Referring Program by recommending potential customer (Referred Customer) for obtaining Company’s flight crew aviation training services listed below in the table (hereinafter – **“Aviation Training Programs”**) and, subject to successful implementation of all conditions set forth in these General Terms and Conditions and/or the Agreement, to claim the referral fee:

| No. | Flight Crew Aviation Training Program  |
|-----|--|
| 1   | Airline Transport Pilot Licence Integrated Program (ATPL Integrated Program) |
| 2   | BAA Training Cadet Program (ATPL Integrated Program + Type Rating)           |

**CAUTION:** the list of the Aviation Training Programs presented in the table above is exhaustive. With respect to any other flight crew aviation training program and/or other services provided by the Company, regardless of whether the potential customer was referred by Referring Person or not, these General Terms and Conditions as well as the referral fee provided herein shall not apply.

## 3. Referral Process:

- 3.1. The Referring Person may utilize his experience, expertise, and contacts to refer potential customer(s) to the Company. The Referring Person, willing to refer potential customer for respective Aviation Training Program, shall complete Referral Form and submit it providing identification and contact details of both, the Referring Person and the Referred Customer. Before submitting the Referral Form, the Referring Person must obtain consent of the Referred Customer to share his/her personal data and other information and, at the Company’s written request, be able to provide evidence.
- 3.2. The Parties do not intend for this Agreement to obligate the Referring Person to provide referral services or any other services to the Company. The Referring Person will not be required to devote any specific amount of time to rendering services under this Agreement.

## 4. Contracting with Referring Person

- 4.1. Upon receipt of the Referral Form, the Company shall contact the Referred Customer and, having verified that the Referred Customer exists and is interested in obtaining Aviation Training Programs, the Company provides the Referring Person with Referral Statement for signing which, together with these General Terms and Conditions, constitutes the Agreement between the Parties.
- 4.2. **CAUTION:** For the avoidance of doubt, the execution of the Referral Statement shall not entitle the Referring Person to claim the referral fee and/or any other fee. The Referral Statement serves as a confirmation that the Referred Customer is being considered by the Company and that the Referring Person will be entitled to claim for the referral fee if all eligibility conditions set out in Section 7 („Eligibility“) are met.

## 5. Declining the Referral Form

- 5.1. In the event the Company determines that the Referral Program cannot be applied in respect of particular Referring Person and/or Referred Customer, the Company informs about it the Referring Person in writing within 30 (thirty) calendar days from the day the Company becomes aware of the circumstances to decline the Referral Form regardless of whether the Referral Statement was signed or not.
- 5.2. The Company does not consider the Referred Customer and/or the Referring Person in cases when the Company cannot contact the Referred Customer and/or it appears that the Referred Customer is not interested in obtaining any Aviation Training Programs and/or it becomes known that the eligibility criteria set out in Section 7 („Eligibility”) will not be met and/or other cases provided for in these General Terms and Conditions.

## 6. Right to unilaterally amend General Terms and Conditions

- 6.1. Before submitting the Referral Form, the Referring Person each time is requested to familiarize with the latest version of the General Terms and Conditions and confirm consent with the terms and conditions set therein.
- 6.2. Throughout the duration of the Referral Program, the Company reserves the right to unilaterally amend any condition of the General Terms and Conditions by publishing the change(s) on the Company's website.
- 6.3. Unilaterally changed General Terms and Conditions are not applicable in relation to the Referral Forms that were submitted before publishing the new version of the General Terms and Conditions on the Company's website.

## 7. Eligibility

- 7.1. Referring Person is eligible to referral fee for the respective Referred Customer only if **ALL** conditions below are respected:
  - 7.1.1. Referred Customer meets all of the Company's admission criteria, listed below in the table, and:

|   |   |
|---|---|
| <b>Age</b>                                | Over 18 years old   |
| <b>Right to live &amp; work in the EU</b> | Yes   |
| <b>Education</b>                          | Secondary or Higher   |
| <b>English language proficiency</b>       | ICAO level 4 (will be tested during the Company's' assessment)  |
| <b>Personal competence and aptitude</b>   | Completion of special tests and interviews developed by the Company   |
| <b>Knowledge and skills</b>               | Sufficient knowledge and skills relevant for pilots' job that will be tested during the Company's' assessment |
| <b>Physical status</b>                    | Valid EASA 1st Class Medical Certificate  |
| <b>Other</b>                              | Other pre-entry requirements imposed by legislative bodies  |

- 7.1.2. Referred Customer has not previously applied to the Company regarding any Aviation Training Program during the period of last 3 (three) years before the date of submission of the Referral Form; and
- 7.1.3. prior to receipt the Referral Form, the Referred Customer has not been referred by another person; and
- 7.1.4. Referred Customer successfully passes assessment<sup>1</sup> performed by the Company in order to assess whether the Referred Customer has knowledge, skills, behavioral and other characteristics to be able to complete trainings under certain Aviation Training Program; and
- 7.1.5. Referring Person has successfully passed KYC Procedure applicable in the Company; and
- 7.1.6. Referred Customer has successfully passed KYC Procedure applicable in the Company; and
- 7.1.7. within 12 (twelve) calendar months from the date of submission of the Referral Form, the Referred Customer has concluded training service agreement with the Company regarding one of the Aviation Training Programs; and
- 7.1.8. Referred Customer in accordance with training service agreement concluded with the Company has transferred at least initial instalment; and
- 7.1.9. Referred Customer has accomplished at least 1st module of the theory course under the training service agreement (approximately it takes around 2 calendar months).

## **8. Referral fee**

- 8.1. The Company will pay the Referring Person a one-time payment of 2000 EUR (two thousand euros) for 1 (one) Referred Customer subject to fulfilment of all conditions set forth in Section 7 ("Eligibility).
- 8.2. The maximum amount of the referral fee paid to the Referring Person may not exceed EUR 10 000 (ten thousand euros) per calendar year.

## **9. Payment Terms**

- 9.1. Referral fee will be processed via bank transfer to the bank account indicated by the Referring Person.
- 9.2. Payment will be made within 30 (thirty) calendar days after successful fulfillment of all eligibility conditions determined in the Agreement.

## **10. Taxes**

- 10.1. The Referring Person shall be responsible for the timely payment and declaration of all and any taxes applicable to the Referring Person under the Agreement and enforced by legal acts, and the Company shall be exempted from any liability, which may arise due to the Referral

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<sup>1</sup>Assessment services performed by the Company are paid

Person's failure to appropriately fulfil his/her tax obligations. The Parties hereby agree that the referral fee have been calculated and specified inclusive of all the taxes payable by the Parties and exclusive VAT (where VAT must be paid according to requirements of enforced legal acts).

- 10.2. In case the laws impose mandatory requirement for the Company to pay any taxes applicable to the Referring Person under the Agreement, the Company deducts any payable taxes from the referral fee. If such obligation becomes known after the payment of the referral fee, the Referring Person must refund the amount equal to amount of taxes paid by the Company within 5 (five) business days of receiving written notification.

## **11. No authority & Non-Exclusivity**

- 11.1. The Referring Person will have no authority to enter into any agreement with respect to the provision of the Company's services or to bind the Company in any way and shall not represent to any potential customer or any other third party that it has such authority.
- 11.2. The Agreement is non-exclusive to the Referring Person and the Company. The Referring Person acknowledges and agrees that the Company may enter into other agreements similar to the Agreement with other parties and that the the Referring Person shall have no rights under such agreements or to any fees for matters referred to the Company by other parties or identified by the Company.

## **12. No Partnership**

- 12.1. The Agreement does not make either Party the employee, joint venturer, partner, agent, or legal representative of the other for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party. In fulfilling its obligations under the Agreement each Party will be acting as an independent contractor.

## **13. Term and Termination**

- 13.1. This Agreement will commence on the Effective Date and will remain in effect for a period of 12 (twelve) calendar months unless earlier terminated as provided in this section.
- 13.2. Either Party may terminate this Agreement effective upon 30 (thirty) days' written notice to the other.
- 13.3. The Company reserves the right to terminate this Agreement immediately if the Referring Person breaches any terms of the Agreement.
- 13.4. On termination, the Company shall not be liable to pay the Referring Person the referral fee and/or any other fee, except for those Referred Customers referred to the Company in accordance with the requirements of the Agreement prior to the Referring Persons's receipt of notice of termination from the Company or to the Company's receipt of notice of termination from the Referring Person.

## 14. Liability limitations

- 14.1. Under no circumstances shall the Company be liable for any indirect, incidental, economic, special, punitive, or consequential, damages, whether for breach of contract, negligence, or under any other cause of action, that result from or relate to this Agreement or the relationship or the conduct of business contemplated herein.

## 15. Confidentiality

- 15.1. The Referring Person agrees to keep the terms of the Agreement and all Confidential Information received during the implementation of the Referring Program and/or the Agreement confidential and will not disclose such information to any third party without the Company's prior written consent.

## 16. Data protection

- 16.1. When processing personal data, each Party agrees to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter "GDPR") and all acts amending or replacing it. For the purposes of this clause, the terms "processing", "personal data", "controller", "personal data breach" and "data subject" have the same meanings as in the GDPR.
- 16.2. In order to conclude and perform the Agreement, the Parties, as independent data controllers, may process personal data of each other, their employees, representatives, participants (shareholders, etc.), advisers such as: names, surnames, contact details (address, email, phone number), occupation, bank account number, signature, date of birth (of the Referring Person), copy of the individual activity certificate, copy of the business certificate, other personal data necessary for the conclusion of the Agreement, and its performance.
- 16.3. During the implementation of the Referring Program the Parties may also process personal data of the Referred Customer. The Referring Person confirms that prior to collecting and submitting personal data of the Referred Customer to the Company, the Referring Person has obtained the Referred Customers' consent to share his/her personal data with the Company and, upon written request of the Company, will provide the evidence.
- 16.4. Each Party shall ensure that the shared personal data is accurate. Parties will notify each other without undue delay if they become aware of inaccuracies in shared personal data.
- 16.5. The Company informs that the contact details of its data protection officer are: **privacy@baatraining.com**. Further information on the processing of data can be obtained by contacting e-mail referred to in clause or by reading the Company's privacy policy <https://baatraining.com/privacy-policy>.

## 17. Notification procedure

17.1. All notices and other communications under this Agreement are to be in writing, and will be deemed to have been given: (1) when delivered in person against signature; (2) 3 (three) calendar days after mailed by certified or registered mail, return receipt requested (3) in the case of electronic transmission such as email, when sent; in each case addressed as follows, or to such other address as any Party may designate by notice to the other Party in accordance with the terms of this section:

**If to the Company:**

|                     |  |
|---------------------|--|
| <b>Legal name:</b>  | Legal name: UAB "BAA Training"   |
| <b>Address:</b>     | Address: Dariaus ir Gireno g. 21, LT-02188, Vilnius, Republic of Lithuania |
| <b>Email:</b>       | info@baatraining.com   |
| <b>Phone Number</b> | +370 5 2525536   |

## 18. Governing law

18.1. This Agreement shall be governed by and construed in accordance with the law of Lithuania.

## 19. Dispute Resolution

19.1. Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the Parties. All and any disputes related to or arising out of the Agreement shall be finally settled by the courts of the Republic of Lithuania located in Vilnius, Lithuania.

## 20. Representations

20.1. Each of the Parties represents to the other that (1) it has full legal right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement, (2) this Agreement constitutes its legal, valid, and binding obligation, enforceable in accordance with this Agreement's terms, and (3) this Agreement does not conflict with or violate any agreement or arrangement to which it is a Party or by which it is or may be bound.

20.2. Referring Person confirms that neither the Referring Person, nor the Referred Customer at the time of submission of the Referral Form and/or during the term of the Agreement are not and/or will not become (i) subject to sanctions imposed by the United Nations, Canada, the United States, the European Union, Lithuania and/or the United Kingdom or other legal restrictions which would make it illegal for the Company to do business with such person; or (ii) based/residing in a country or region which is subject to sanctions that make it illegal for the Company to do business with such person.

## 21. Counterparts

21.1. The Agreement may be signed by the Parties on any number of separate counterparts, and all such counterparts so signed constitute one agreement binding on all the parties even

though all the Parties are not signatories to the same counterpart. A signature delivered by facsimile, email, or other means of electronic transmission will have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement may be signed electronically.

**The Parties are signing this Agreement  
as of the Effective Date**

**On behalf of the Company:**

**On behalf of the Referring Person:**

\_\_\_\_\_

\_\_\_\_\_

## REFERRAL STATEMENT

This Referral Statement is entered into by and between:

UAB "BAA Training", registration code 300618099, with its principal place of business at Dariaus ir Gireno g. 21, LT-02188, Vilnius, Republic of Lithuania (the "**Company**"), and

| Name, Surname | Date of birth<br>(dd/mm/yyyy) | Address |
|---------------|-------------------------------|---------|
|---------------|-------------------------------|---------|

The Company and the Referring Person are hereinafter collectively referred to as the Parties and each individually as the Party.

The Referring Person is operating under:

**Individual activity certificate**

**Business certificate**

**Not applicable**

The Referring Person has provided a copy of his/her Individual activity certificate or Business certificate to the Company:

**Yes**

**No**

This Referral Statement together with the General Terms and Conditions of Referral Program Agreement published on Company's website [www.baatraining.com](http://www.baatraining.com) („**General Terms and Conditions**") shall constitute an Agreement concluded between the Parties.

All capitalized terms used, but not defined herein have the meaning given to them in the General Terms and Conditions.

This Referral Statement shall be valid only together with the General Terms and Conditions.

**Details of the Referred Customer:**

|   |   |  |
|---|---|--|
| <b>Full legal name of the Referred Customer</b> | <b>Date of birth of the Referred Customer</b> | <b>Date of submission of the Referral Form</b> |
|---|---|--|

**Contact details of the Referring Person:**

|                     |
|---------------------|
| <b>Address:</b>     |
| <b>Email:</b>       |
| <b>Phone Number</b> |

**Bank details of the Referring Person:**

After fulfilling all the requirements stipulated in the Agreement for receiving the referral fee, the referral fee is transferred to:

|                         |
|-------------------------|
| <b>Account holder</b>   |
| <b>Bank name</b>        |
| <b>SWIFT code</b>       |
| <b>Bank account No.</b> |

By signing this Referral Statement, the Referring Person acknowledges that he/she has been familiarized with the General Terms and Conditions and accepts them.

The Referring Person confirms that he/she is aware of that the Referral Statement serves as a confirmation that the Referred Customer is being considered by the Company and that the Referring Person will be entitled to claim for the referral fee only if all eligibility conditions set out in the General Terms and Conditions are met.

**On behalf of the Company:**

**On behalf of the Referring Person:**

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date: