



EMPLOYMENT CONTRACT – FI PILOT

on the one part, OSM Aviation Finland OY with domicile in Finland and company number 2498985-3 (the "**Company**")

and

on the other part, **Olivier Karim Djidjelli (DOB 03.05.1977)**, acting on his own name and representation, (hereinafter referred to as the "**Employee**").

In this Contract, the Company and the Employee may each be individually referred to as a "**Party**" or collectively referred to as the "**Parties**", as may be required by the context.

THEY STATE AS FOLLOWS:

That both Parties mutually recognise each other to have sufficient capacity to execute this employment contract ("**Contract**"), in consideration of the following:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following definitions apply:

"AOC"	means the Client's Airline Operator Certificate;
"Assignment"	means services to be performed by the Employee for a Client for a period of time during which the Employee is provided by the Company to provide either work under a Staff Leasing Service or a Total Outsourcing Service which is stated in the relevant Assignment Form;
"Assignment Form /Appendix 1"	means written confirmation of the Assignment details to be given to the Employee upon acceptance of an Assignment;

“CBA”	means the Collective Bargaining Agreement for Pilots entered into between Ab Norwegian Air Resources Finland Ltd and the Norwegian Pilots Association Finland, NPAF Ry dated 1 July 2014 for the period 1 July 2014 to 31 March 2016 as amended or replaced from time to time;
“Client”	means the person, firm or corporate body with whom the Group has entered into a contract and to whom the Employee is provided by the Company under a Staff Leasing Service or to whom the Company provides a Total Outsourcing Service which includes the Employee;
“Client's Group”	means (a) any individual, company, partnership, statutory body or other entity which from time to time controls the Client, including (but not limited to) as a holding company; and (b) any company, partnership, statutory body or other entity which from time to time is controlled by or is under common control with the Client, including (but not limited to) as a subsidiary or holding company;
“Group”	means (a) any individual, company, partnership, statutory body or other entity which from time to time controls the Company, including (but not limited to) as a holding company; and (b) any company, partnership, statutory body or other entity which from time to time is controlled by or is under common control with the Company, including (but not limited to) as a subsidiary or holding company;
“Qualifications”	means the qualifications stated in clause 2.5 that the Employee must always meet during the employment;
“Staff Leasing Service”	means services to be provided under a contract that the Group has entered into with Client relative to a definite period of time, where the Employee is provided to the Client to provide services under the direction and control of the Client;
“Total Outsourcing Service”	means services to be provided under a contract that the Group has entered into with Client regarding full crew management not only staff leasing activities. The Employee will while performing services for the Client remains under the direction and control of the Company (to the extent regulatory AOC requirements permit).

- 1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3 The headings contained in this Contract are for convenience only and do not affect the interpretation of the Contract.
- 1.4 Any reference, expressed or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the commencement date of this Contract) and all subordinate legislation made (before or after this Contract) under it from time to time.

2. EMPLOYMENT AND BASE

- 2.1 The Group is an aviation group providing full services to its clients; from recruitment to training, as well as planning and execution. The Group has and will enter into agreements for the provision of Staff Leasing Services or Total Outsourcing Services relative to the Client's bases in Finland.
- 2.2 The Company undertakes to hire the Employee in order to perform either Staff Leasing Services or Total Outsourcing Services as **First Officer**. No period of service with any previous employer will count for statutory purposes as continuous with the Employee's employment with the Company.
- 2.3 The Contract shall enter into force and the Employee's employment shall commence immediately after the Employee has successfully completed the training. The completing of the training is the prerequisite for the entry into the force of the Contract.
- 2.4 The employment is an employment for an indefinite period of time subject to termination in accordance with clause 15.1 below. The employment is a full time position (100 %). This contract commences on the **10th of October 2018**.
- 2.5 By signing this Contract the Employee hereby irrevocably and unconditionally confirms that all employments with another employer including but not limited to any other company within the Client's Group is hereby terminated at the latest upon commencement date of the employment set out in this Contract and the Employee will not be in breach of their existing or any former terms of employment, whether expressed or implied, or of any other obligation, arrangement, order or contract binding on the Employee.
- 2.6 The Employee's employment is at all times conditional on the Employee meeting the following Qualifications;
- a) Meets all current requirements of the relevant Civil Aviation Authority and the International Civil Aviation Organisation to fly aircraft as an international and domestic air transport pilot;

- b) Meets all licensing and medical examination requirements as specified by the relevant Civil Aviation Authority to fly the aircraft, including being the holder of relevant aircraft type rating and appropriate licence, with experience and hours to the satisfaction of the Client and Company;
 - c) Meets the standard required by the Company and the Client for all training, and simulator and other checks (including recurrency training and checks), as required by the Client;
 - d) Obtains and maintains all visas or other entry documentation, valid passport, and other permits required to perform the duties and services and notifies the Company immediately if he/she requires immigration permission to work in Finland or any country in which the Employee is required to perform its services or there is any change in their circumstances affecting such permission. The Employee will be required to provide such original evidence of their immigration permission as the Company requests and the Company reserves the right to retain copies of the documents for a period of up to two years following the termination of the Employee's employment. The reasonable cost of the requisite visa/employment permit shall be reimbursed on production of receipts by the Employee;
 - e) Pass any medical examination or other test required by the Company or the Client at any time during the Employee's employment; and
 - f) Is familiar with and adheres to the rules and regulations that generally apply to the relevant position of the Employee in an airport area, and the standards, rules and regulations that generally apply to the Employee in relation to the employment.
- 2.7 The Employee is obliged to hold tax and social security numbers in Finland and provide the Company with information evidencing the Employee's tax and social security numbers in Finland.
- 2.8 The Employee is hired to render services in mobile or itinerant work centers. The Employee's place of work will be the Base stated in Appendix 1 but the Company reserves the right to change the base location with two (2) months' notice to the Employee. Base change is common due to the Company's business and should be expected.

3. AREA OF RESPONSIBILITY/JOB DESCRIPTION

- 3.1 The Employee shall perform work on such domestic and international flights as the Company may require and shall participate in training as and when required. The Employee's job title will be confirmed in each Assignment Form.
- 3.2 The Employee's Duties and Services include but are not limited to;
- a) Providing pilot services to the Client, the Employee shall pilot such domestic and international flights using the aircraft as the Client may require;

- b) The Employee shall be rostered up to the maximum time allowed by the relevant Civil Aviation Authority. Scheduling will be based on the Client's operational parameters as may be approved by the relevant Civil Aviation Authority and the Client's Operation Manual;
- c) Compliance with the Client's Operational Manual;
- d) Providing evidence of a valid licence to the Client on request;
- e) Ensuring that at all times that he/she is fit to fly;
- f) Abiding by the laws of any country or state in which the Employee is required to perform duties;
- g) Notwithstanding (b) above the Employee shall be responsible for monitoring the Employee's own flight time limitations in accordance with the relevant Civil Aviation Authority regulations. The Employee shall not carry out simulator duties or fly for hire or reward for any other party. The Employee shall provide flight time details (including all deadheading, positioning or passive transfer time) to the Client or the Company on request; and
- h) Undertaking training as the Client or Company may require.

3.3 The Employee is obliged in all circumstances and at all times to represent the Company, the Group, the Client and other companies within the Client's Group in a responsible and loyal manner.

3.4 The Employee shall not be engaged in any other employment or business, irrespective of whether such business competes with the Company's or Client's business or not, without the prior written consent of the Company.

3.5 The Employee may not, under any circumstances, undertake any training, flight service or other duties of whatever kind for any third party during the employment that might affect the working time regulations within the aviation industry, without the prior written consent of the Company. A breach of this obligation may constitute gross misconduct entitling the Company to terminate the employment with immediate effect pursuant to clause 15.3 below.

4. HOLIDAY

4.1 The period of remunerated vacation will be the days and entitlements, as set out in the relevant Assignment Form and the CBA. Given the requirements of your role, you shall be required to work on weekends and Finnish Public Holidays, if scheduled on such days unless these have been requested and approved as holiday the usual way.

4.2 Holiday entitlement shall accrue pro-rata during each holiday year (1 April to 31 March) in accordance with the Annual Holidays Act (Act 162/2005 as amended) and the CBA.

5. WORKING TIME REGULATIONS

5.1 The Employee is required to comply with the obligations under the EASA FTL or rules that may amend or replace these stated rules.

5.2 The Employee must adhere to the terms and conditions set out in the attached Appendix 1, and the Company's separate policies in relation to rest, breaks and working time and any rules and provisions agreed in the CBA.

6. COLLECTIVE AGREEMENTS

6.1 The Company is not bound by any Collective Bargaining Agreement. However, the Company will provide the Employee with benefits equal to those defined in the CBA from the dates stated in Appendix 1.

6.2 In case the CBA is modified or replaced, the Company is entitled to, in its sole discretion, to amend, modify or discontinue the benefit provided to the Employee under Section 6.1 above so that the benefits provided to the Employee match the terms set out in the CBA (as varied from time to time). A copy of the CBA will be provided with this Contract. If the Company enters into a Collective Bargaining Agreement then this will prevail over the CBA.

7. COMPLIANCE

7.1 The Employee's employment is regulated by this Contract (including the attached appendix), the CBA, policies and instructions specifically given by the Company and Client at all times, subject always to the limits established by the law in the applicable jurisdiction.

7.2 The Employee shall abide by all laws of Finland and any other country or state in which he/she may be required to perform his/her duties, as long as such rules are applicable to him/her.

7.3 The Employee shall comply with all the policies of the Company/Group, applicable to his/her job at any time.

7.4 The Employee shall comply with the rules of conduct of the Company/Group, including its policy on the use of alcohol and drugs.

7.5 When providing services to the Client, the Employee shall comply with the Client's directions, instructions, rules, regulations, policies and operating procedures and such other rules and regulations applicable to the Employee's duties.

8. DISCIPLINARY & GRIEVANCE PROCEDURES

8.1 The Company's disciplinary and grievance procedures are available separately. They do not have any contractual effect or otherwise for part of this Contract.

9. CONFIDENTIALITY

9.1 The Employee undertakes towards the Company:

- a) to keep strictly confidential any information relating to the Company's customers and the customers of any company within the Group or the Client and Client's Group which the Employee has received in the performance of the Employee's work for the Company. The Employee shall also adhere to this secrecy undertaking in relation to the Employee's co-workers in the Company, Group, Client and Client Group, except as necessary for their performance of their duties towards the customers.
- b) to keep strictly confidential any information which relates to the Company's, Group's, Client's or Client's Group's internal affairs such as strategic plans, customer lists, profitability, pricing, employees, methods, processes, routines, codes and other similar types of information which the Company reasonably wants to keep secret.
- c) not to make use of – otherwise than in the performance of the Employee's duties for the Company - the information referred to in clause 9.1 a) and b) above.

9.2 The Employee's right in the performance of the Employee's duties for the Company to keep, evaluate and use information which the Employee has been entrusted with during the employment, ceases immediately upon the request of the Company and ceases automatically when the employment is terminated.

9.3 The secrecy undertaking is not limited in time, i.e. it shall prevail even after the Employee's employment with the Company has terminated. The secrecy undertaking shall apply until the information has been made public by a third party having the legal right to disclose the information.

9.4 The Employee must return to the Company upon request and, in any event, upon the termination of the employment, all property belonging to the Company or any of its Clients or any of their business associates including without limitation all uniforms, ID cards, documents and tangible items including those which contain or refer to any confidential information and which are in the Employee's possession or under the Employee's control.

10. PERSONAL DATA

10.1 The Employee gives his/her consent to the Company to store and process personal data according to the Personal Data Act (the “**Act**”) and other legislation concerning the processing of the Employee’s personal data.

10.2 According to the Act and the Act on Protection of Privacy in Working Life (Act 759/2004 as amended) the Employee’s personal data will not be stored longer than what is necessary for normal business requirements.

10.3 The Company stores and uses the following categories of data about the Employee: name, address, nationality, phone number, salary, date of birth, hiring date, marital status, next of kin, professional background, educational background and the notes from performance reviews, health information and personality tests.

10.4 The Processing purposes will be all related to the employment management including but not restricted to:

- Maintaining personnel records;
- Paying and reviewing salary and other remuneration and benefits;
- Providing benefits including if relevant, pension, life insurance, permanent disability insurance, and providing details of these third parties on behalf of the Company;
- Carrying out assessments and reports;
- Holding on health records or absences;
- References and information for future employees and, where appropriate, governmental or quasi-governmental bodies for the purposes of National Insurance etc;
- Transferring information regarding the Employee to an associated company or other third party where required in a country or territory inside or outside the EEA; and
- Transferring the Employee’s personal data to Temporary Employment Agencies.

10.5 The Company has implemented the necessary technical and organizational measures to protect personal data against accidental or illegal destruction, accidental loss, deterioration, unauthorized disclosure and unauthorized access.

10.6 According to the Act, the Employee is basically entitled to know what information is processed, just as the Employee is entitled to object to that information being processed and to demand that information will be corrected, deleted, opposed or blocked if it is incorrect or misleading or has in some other way been processed in contravention of the law. Employees wishing to exercise this right must contact the Company.

11. SALARY ET

- 11.1 In exchange for the Employee's services established in this Contract the Employee shall receive the entitlements regarding remuneration in the CBA and relevant Assignment Form.
- 11.2 The salary, deducted by statutory advance tax withholding and other statutory payments, will be paid on 25th day of each month by means of a bank transfer to a Finnish bank account in Euros designated by the Employee, before the last day of the month to which the payment refers.
- 11.3 The Employee is at all times obliged to keep the Company informed of the Employee's address and his/her next of kin.
- 11.4 To the extent permitted by law the Employee consents to the Company making deductions from the Employee's salary either during employment or upon termination in respect of any monies owed by the Employee to the Company including, but not limited to, excess holiday, overpayment of salary, overpayment of sick pay, loans or advances.

12. TAXES

- 12.1 The Company shall be entitled to deduct any Tax arising at Base or as required under the law of any other jurisdiction. "Tax" or "Taxes" means any tax, duty, withholding, deduction, impost, contribution, levy, charge, or any social security charges or contributions (including National Insurance contributions) in respect of the payments, salary remuneration and benefits provided to the Employee under this Contract.
- 12.2 Subject to any deductions by the Company in accordance with clause 12.1 above, the Employee shall be responsible for all Taxes relating to the Employee or to this Contract, and shall:
- (i) file all tax returns and pay any required Taxes as they fall due in any applicable jurisdiction; and
 - (ii) provide the Company with information requested by the Company evidencing the Employee's tax and social security numbers and payment of Taxes in accordance with clause 12.2 (i) above;
 - (iii) indemnify the Company and/or the Client and Client's Group in respect of any failure by the Employee to pay Taxes due or comply with any applicable laws and regulations.

13. PENSION & INSURANCE

- 13.1 The Company will comply with pension duties according to Finnish Law.

13.2 The Company will provide for insurances in accordance with the Company's Insurance policy applicable from time to time which will at least correspond to the insurances stated in the CBA.

14. SICK LEAVE

14.1 The Employee is entitled to Finnish statutory sick pay providing he/she satisfies the relevant requirements.

14.2 If the Employee is prevented from performing his/her duties due to illness, the Employee is entitled to paid sick leave in accordance with the CBA. The Company is entitled to deduct from the salary any Statutory Sick Pay received by the Employee.

15. TERMINATION

15.1 Either the Employee or the Company can terminate this Contract on three (3) months' written notice. If the Employee terminates this Contract without notice or upon a shorter notice period than the one provided in this clause the Employee shall be liable to the Company for any damages that the Company suffers together with the Company's legal costs in relation to the recovery of such damages on an indemnity basis.

15.2 The Company reserves the right to pay only basic salary (as stated in the CBA) in lieu of notice or any part thereof.

15.3 In the event that the Employee is found to have committed an act of gross misconduct, the Company will be entitled to terminate the employment without notice or pay in lieu of notice.

16. GENERAL

16.1 This Contract is to be supplemented by the attached Appendix 1 and the CBA, where applicable, and set out the entire agreement and understanding between the Employee and the Company and supersede all prior agreements, understandings or arrangements (oral or written) in respect of the Employee's employment by the Company. Any previous contract of employment or contract for services between the Employee and the Company shall be deemed to have been terminated by mutual consent.

17. GOVERNING LAW

17.1 This Contract will be governed by and interpreted in accordance with Finnish law.

18. JURISDICTION

18.1 Each party irrevocably agrees that the courts and tribunals of Finland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation.

SIGNED by

for and on behalf of the Company



Kirsi Rechartt

Head of Human Resources Finland

OSM Aviation

I agree to the terms and conditions herein.

I understand and accept that the Company may process personal data about me in accordance with the above clause on Personal Data. In addition, I understand and accept that the Company may transfer my personal data outside the EEA when necessary in accordance with the above.



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Signed by the Employee

Paris 22/10/2018

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Place and date