

Document comparison by Workshare Professional on 26 July 2013 18:55:02

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Document 1 ID	interwovenSite://GBDMS/UKMATTERS/51164170/2
Description	#51164170v2<UKMATTERS> - EU and JAT - Secondment Side Letter (TJP)
Document 2 ID	interwovenSite://GBDMS/UKMATTERS/51164170/3
Description	#51164170v3<UKMATTERS> - EU and JAT - Secondment Side Letter (TJP)
Rendering set	dla standard

Legend:	
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Statistics:	
	Count
Insertions	3
Deletions	3
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	6

DATED

2013

(1) ETIHAD AIRWAYS PJSC

- and -

(2) THE GOVERNMENT OF THE REPUBLIC OF SERBIA

- and -

(3) JAT AIRWAYS A.D.

CONSULTANCY AGREEMENT

THIS CONSULTANCY AGREEMENT is made on

2013

BETWEEN:

- (1) **ETIHAD AIRWAYS PJSC**, a company organised under the laws of the Emirate of Abu Dhabi and with its head office at PO Box 35566, Khalifa City A, Abu Dhabi, United Arab Emirates ("**Etihad**");
- (2) **THE GOVERNMENT OF THE REPUBLIC OF SERBIA**, [●] ("**GOS**"); and **[Please provide]**
- (3) **JAT AIRWAYS A.D.**, [●] a company incorporated in Serbia acting through its head office at Bulevar Umetnosti 16A, Belgrade, Serbia (the "**Company**" and/or "**JAT**"). **[Please provide]**

BACKGROUND:

- A GoS and JAT have requested that on a short term basis Etihad second a number of Etihad employees into the JAT businesses in recognition of, and in order to secure for JAT the benefit of, Etihad's experience and airline management expertise to address the most urgent initiatives required to keep JAT operational, and to further support corporate due diligence into the JAT business. Pursuant to this Consultancy Agreement, Etihad has agreed to second a number of technical and operational Etihad employees to JAT (the "**Secondees**").
- B The Company is incorporated as a joint stock company under the laws of Serbia and is wholly owned by the GoS. Etihad is the national airline of the capital of the U.A.E., Abu Dhabi.
- C The Parties have on this day entered into an Investment Agreement pursuant to which the GoS and Etihad each have funding obligations in relation to the Company, including in respect of subscription by Etihad of up to 49% of the enlarged share capital of the Company.

IT IS AGREED:

1. The Secondees will provide support services throughout the JAT businesses, including JAT Katering d.o.o ("**Ketering**"). The nature of the support services will be general consultancy support which is commensurate with each of the Secondees' areas of expertise in Etihad (the "**Services**"). The Secondees will remain employed by Etihad throughout the period in which they are each providing support services, and no employment relationship shall be established or deemed to exist between any Secondee and JAT or Ketering.
2. Etihad shall procure that the Secondees will provide the services in a professional manner using reasonable skill and expertise and during normal working hours in Serbia. The Secondees will provide the Services at JAT's premises or at such other place as JAT may reasonably direct from time to time. The number of Secondees shall be agreed between Etihad and JAT dependent on the immediate needs of the JAT business and availability of relevant personnel. The provision of the Services will commence as of 1 August 2013 and will continue, until 30 September 2013, unless extended by mutual written agreement between Etihad and GoS. Etihad and JAT shall be entitled to terminate the secondment of any Secondee by notice to the other party.
3. JAT shall continue to have full accountability and responsibility for all areas of the JAT businesses, including management, operations and any commercial decisions. JAT shall not request or require the Secondees to make any decisions affecting the JAT businesses during the term of the secondment, and JAT shall not act upon or rely upon the support being provided. So

far as is permitted by law neither Etihad nor the Secondees shall be responsible, accountable or liable in any way whatsoever for the provision of the Services by the Secondees.

4. JAT shall comply with and shall procure that the Secondees comply with relevant laws and other requirements relating to the health and safety of the Secondees. JAT shall procure that Secondees are provided with all reasonable co-operation, information, access and assistance regarding the businesses to enable the Secondees to provide the Services.
5. ~~In~~ In consideration of the provision of the Services, JAT will pay to Etihad fees which shall not be less than the market rate for up to 5 (five) personnel of a similar qualification and experience performing similar services. Such fees shall include all costs, expenses, travel and subsistence incurred by Secondees and Etihad in providing the Services. The market rate shall be determined by Etihad acting reasonably. The fees shall be payable within 28 days of the presentation of any invoice (electronically or by post) to JAT by Etihad. ~~Etihad to provide~~ **update**
6. This agreement and the rights of the Parties shall be governed by and construed in accordance with English law.
7. The Parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this agreement (including any non-constructed disputes or claims) and that accordingly any suit, action or proceedings arising out of or in connection with this agreement shall be brought in such courts.
8. This agreement does not constitute a partnership or joint venture between Etihad and JAT.

Executed as a deed by **ETIHAD AIRWAYS**)
PJSC in the presence of:)

Director

Witness signature -----

Witness name -----
(block capitals)

Witness address -----

Executed as a deed by **THE GOVERNMENT**)
OF THE REPUBLIC OF SERBIA in the)
presence of:

.....

Witness signature

Witness name
(block capitals)

Witness address

.....

Executed as a deed by **JAT AIRWAYS A.D.**)
in the presence of:)

.....

Director

Witness signature

Witness name
(block capitals)

Witness address

.....

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