**Master**  **Seniority** Principle **Document**  **-** Statement of **Principle**  **(MPD)**

The Norwegian Group's pilots are an important resource and will be offered career opportunities and the opportunity to be involved in the Group's further growth. All pilots shall be able to apply for pilot positions on all aircraft types throughout The Norwegian-Group at anytime. Regardless of which company in Norwegian-the group the individual pilotis employed in, the Group shall always build its expansion on the principle of permanent employment, safe working conditions and respect for local agreements and labour law principles, clarified in the points below.

1.Denne statement confirms how Norwegian Air Shuttle ASA («Norwegian) will exercise its ownership remedies to subsidiaries that offer pilots who serve for Norwegian from all bases, regardless of the type of employment contract and employment relationship they have.

2. The declaration facilitates real and equal career opportunities in Norwegian, in order to achieve higher quality in all operating stages.

3. Norwegian recognizes the free right of organisation and negotiation, and shall ensure that companies in the Group comply with mandatory national rules for collective agreements and the conclusion of collective agreements. As a result, it is natural also that the rights and obligations that may be derived from this Declaration will have to give way if their contents are in violation of national mandatory legislation or in violation of collective agreements of the individual companies in the Group.

It is also agreed – and follows from the nature of this Declaration – that at the start of new bases, each group company shall not enter into any start-up protocols contrary to the principles of awarding positions and corporate seniority in this Statement, cf. also the principles of the first subsection above.   
  
4. When hiring pilots, competitive local pay and working conditions shall be applied and facilitate good and secure working conditions, including that administrative and legal matters in each country are maintained in a safe and efficient manner.

5. A permanent need for pilots is met through permanent employment in a company in the Norwegian Group. This does not preclude the possibility of the use of temporary hires or hired pilots in line with the current national and local collective agreementsat any time.

6. When starting new and expanding existing bases outside Scandinavia, pilots and pilots can be used on temporary contracts for a period of up to 36 months. At a fixed base, this provision cannot be used when the extension relates to a permanent need. When hiring pilots, national legislation (including relevant EU directives) and the principles set out in this Declaration shall be followed. Hired pilots from external companies shall not be linked to rental as self-employed.

**Corporate seniority - Basic elements**

7. Based on Norwegian's desire to facilitate career opportunities for the pilots, the following principles in paragraphs 8 – 20 om employment and seniority shall bebased:

8. When a base offers permanent employment (employment on a non-timed contract), the positions shall be deemed vacant and awarded in accordance with MSL among the pilots employed by the Group and who apply for a position at this basen. The assumption is that the pilots meet the requirements set for competence and rules on preferential rights, cf. also section 17 b).

9. The pilots are placed on the Corporate Seniority List - Master Seniority List (MSL).

10. There is a fundamental principle in this Declaration that the position assigned at a base cannot be pushed out as a result of the seniority of otherpilots, unless this occurs as part of a downsizing process and national legislation is followed.

11. Placement on MSL:

a) First day at OCC (Ground School/ground course)

b) By-course: Sum of total flight time and MCC time.

This includes pilots employed by companies in the Norwegian Group as well as pilots engaged through external companies.

12. The following principles shall be based:

a) The principle of service: Stay in service period is deducted when calculating seniority, with the exception of stays after 1 March 2020 as a result of voluntary leave to remedy the company.

b) Vacancies shall be advertised within the Group and shall be offered in accordance with MSL, provided that the pilot meets the requirements set for competence,cf. also section 8.

c) Downsizing shall generally take place within the individual country and the individual type of aircraft as far as it complies with national legislation andcollectiveagreements. All downsizing shall initially be sought loosely through voluntary schemes. This document is not intended to describe the procedure for downsizing processes, which must comply with national requirements and legislation.

d) It is stated for the order that pilots who have been dismissed or resigned from their positions as a result of their own/employee relationships, or who have voluntarily terminated their positions in companies in the Norwegian Group, will not be covered by MSL.

13. MSL shall be updated continuously, and all pilots covered by MSL shall be displayed in the seniority order.

14. Bids/transfers/upgrades/downgrades and otherwise other matters arising directly or indirectly as a result of the seniority principles shall be approved by Norwegian in cooperation with relevant pilot associations ("oversight committee», ref. point 19), representing the affectedpilots.

15. Any deviations from seniority principles shall be agreed separately and in each case with the relevant pilot associationsn represented in the Oversight Committee.

16. When a pilot changes the place of service/place of employment, the pilot shall be placed on applicable local conditions in accordance with his accumulated service time in Norwegian. A further clarification of this provision is stated in a separate statement dated 13 March 2018.

17. Right of first refusal:

a) Pilots who have been terminated due to the circumstances of the business, including pilots who have not been granted an extended contract as a result of persuasion, shall have preferential right to re-employment in vacancies (fixed as temporary) for up to 5 years with 4 months notice in accordance with the principles of MPD, regardless of the employment company from which the individual was terminated. The right to re-employment under this provision lapses if a pilot is offered a permanent position to which he or she declines. The right of re-employment will not be lost or deemed used up, if the pilot takes up a temporary position.

b) The right of re-employment normally occurs when there is an unconsed vacancy after the end of the bidding among those who are already working (employed or hired) for the NorwegianGroup. To the extent that it does not violate the job protection in eachcountry, anyone who as of 1 March 2020 was employed by the Group,but who has since lost their positions due to bankruptcies/ and or downsizing in group companies, shall have a similar right as the pilots who are employed to bid on positions after paragraph 8 of this statement.

The first subsection entitlement applies only when the Group creates new bases or announces newpositions.

18. Norwegian shall ensure that they establish a body that shall ensure that the principles of this Declaration are complied with and which may take a position on complaints concerning the practice of this ("oversight committee").. This body shall consist of apermanent representative from Norwegian Pilot Services NorwayAS and apermanent representative fromthe NPU. In addition, in cases concerning employment or other relevant matters in other group companies, the body shall consist of one permanent representative from the employer side and one permanent representative from the pilot association in the relevant group company. Each party chooses their own representative.

Disputes arising from this Statement shall always be submitted to the Oversight Committee for comment and attempted resolution before proceeding. Disputes arising from this Declaration are otherwise subject to arbitration under the Norwegian Arbitration Act. The individual pilot, and/or relevant union (NPU or others), may take legal action for arbitration pursuing the Norwegian arbitrationif theassociation/he/she believes that promises made in this Declaration have not been complied with.

19. This Statement applies from March 11, 2021 and then replaces the Declarationthat expires on March 10, 2021. The declaration is valid until March 31, 2017. As of December 31, 2022,unless the NPU agrees to make changes to the Statement even before this time.

Fornebu, February 1, 2021

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Shuttle ASA