

Training Agreement – Terms and Conditions

1 DEFINITIONS

1.1 “**Agreement**” shall mean the agreement concluded on the basis of these Terms and Conditions between the Customer and Fly 7 for the provision by Fly 7 of Training Services and/or Training Facilities described in an Offer.

1.2 “**Customer**” shall mean legal entity or individual which/who concludes an Agreement with Fly 7.

1.3 “**Fly 7**” shall mean FLY 7 EXECUTIVE AVIATION SA, a limited company incorporated under the laws of Switzerland, with its registered office at Avenue du Grey 117, 1018 Lausanne, Switzerland.

1.4 “**Fly 7 Training**” is the trade name under which Fly 7 provides Training Services and/or Training Facilities.

1.5 “**Offer**” shall mean an offer for the provision of Training Services and/or Training Facilities submitted to the Customer by Fly 7.

1.6 “**Party**” or collectively “**Parties**” shall mean Fly 7 and the Customer.

1.7 “**Trainee**” shall mean the individual(s) undertaking training pursuant to the Agreement.

1.8 “**Training Facility**” shall mean a training facility operated by Fly 7 or on behalf of Fly 7.

1.9 “**Training Fee**” shall mean the fee owed by the Customer to Fly 7 for the Training Services and/or the use of the Training Facilities pursuant to the Agreement.

1.10 “**Training Services**” shall mean training services as defined in an Offer.

2 APPLICABILITY

2.1 These Terms and Conditions govern the business relationship between Fly 7 and its Customers and apply to all Fly 7 Training Services, Training Facilities and products. They shall form an integral part of the Agreement.

2.2 Conflicting or deviating terms and conditions shall not apply, unless otherwise agreed in writing between Fly 7 and its Customers.

2.3 These Terms and Conditions shall prevail over all other terms and conditions, and specifically any terms and conditions of the Customer.

3 AGREEMENT FOR PILOT TRAINING

3.1 Fly 7 shall provide the Training Services and/or provide the Training Facilities to the Trainees designated by the Customer on the basis of an Agreement.

3.2 The basis for the conclusion of an Agreement is an Offer submitted to the Customer by Fly 7. Unless stated otherwise in the Offer, Offers are non-binding and require, when accepted by the Customer, to be confirmed by Fly 7.

3.3 An Agreement is concluded, when (i) the Customer accepts the Offer in writing (including email) within the period stipulated in the Offer and (ii) Fly 7 confirms in writing (including email) the provision of services contemplated in the Offer.

4 SCOPE OF THE AGREEMENT

4.1 Fly 7 undertakes to carry out training in accordance with the applicable current training regulatory requirements and best industry practices.

4.2 Fly 7 undertakes to carry responsibility for a regular and efficient training within its capacity and with consideration for the cooperative responsibility of the Trainee.

4.3 Fly 7 has the right to use subcontractors to carry to carry out training.

5 COOPERATION OF THE TRAINEE

5.1 Fly 7 shall provide the Trainee with an orientation about safety and security at the Fly 7 premises.

5.2 The Trainee undertakes to follow instructions given within the framework of the training at all times and comply with Fly 7's safety and security regulations.

5.3 The successful completion of a training requires certain skills, aptitude, motivation, diligence and capacity to accept instruction on the Trainee's part which cannot be evaluated in advance. Accordingly, the Customer and the Trainee acknowledge and agree that no employee, agent or other representative of Fly 7 can or does make any representation, promise or warranty concerning:

- (a) the Trainee's ability to successfully complete the training, or any part thereof, either at all or within a specified period of time; or
- (b) the time necessary to obtain one or more particular ratings, a given number of flight hours or to successfully complete written tests and flight tests.

5.4 The Trainee shall take responsibility for the management of their own individual flight training progression and development.

5.5 The Trainee shall inform Fly 7 as soon as possible of any health condition that may affect safety during a flight or training in a simulator.

5.6 Consumption of alcohol and illegal drugs is strictly forbidden on the Fly 7 premises and must not be consumed within 10 hours of any flight, simulator or ground training. This is without prejudice of any more stringent aviation regulations.

5.7 Fly 7 will refuse to allow a Trainee to fly if Fly 7 deems the Trainee is unfit to fly whether as a result of the consumption of alcohol and/or drugs, illness or any other reason.

5.8 The Trainee consents to Fly 7 performing ad-hoc drug and alcohol testing (by taking specimen samples of breath, blood and/or urine)

as and when Fly 7 deems it appropriate. Where a blood sample is required from a Trainee, an appropriately qualified medical professional will be used to take that sample.

5.9 If the Trainee tests positive for drugs and/or alcohol, Fly 7 has the right to cancel Training and terminate the Agreement, in accordance with Article 7.4.

6 TRAINING FEE

6.1 On the basis of the Training Fee agreed between Fly 7 and the Customer, the Customer shall pay Fly 7 the Training Fee such that it is credited to the account specified by Fly 7 prior to the start of training.

6.2 All and any expenses incurred by Fly 7 on behalf of the Customer and which are not included in the Agreement shall be for the account of the Customer and payable by the Customer in accordance with the payment terms of the Agreement.

7 DATES, TERMINATION, CANCELLATION

7.1 The training dates agreed upon in an Agreement are binding and may only be changed with the explicit consent of Fly 7.

7.2 The Customer will ensure that the Trainee keeps to the training dates established by Fly 7.

7.3 Unless otherwise specified in the Agreement, the Customer may cancel training while paying the following cancellation fees as a compensation for Fly 7's damage resulting from the Customer's cancellation:

| Cancellation received by Fly 7 | Cancellation fee (percentage of the Training Fee) |
|---|---|
| More than 5 days before Training starts | 0% |
| 4 to 2 days before Training starts | 50% |

| | |
|---|------|
| Less than 24 hours before Training starts | 100% |
|---|------|

7.4 Fly 7 will keep 100% of the Training Fee if the Trainee fails to appear at the start of training.

7.5 Fly 7 is entitled to cancel training at any time during a course and to terminate the Agreement with the Customer in whole or in part without replacement (e.g. for disciplinary reasons or for lack of performance), for an important reason. Important reasons for cancellation shall be in particular:

- (a) liable infringements by the Trainee against the Agreement, the training rules, the training regulations, or relevant legal provisions,
- (b) liable damage of a training device, an aircraft or any other property of Fly 7 by the Trainee,
- (c) a missed payment deadline and
- (d) deficiencies in the person of the trainee insofar as they shall have a negative consequence for the purpose of the training and/or are at risk of endangering public safety and order.

The Customer will not be entitled to any refund of the Training Fee or other monies paid to Fly 7.

7.6 Events due to force majeure such as war, natural disasters, earthquakes, epidemics or industrial disputes which are unforeseeable, unavoidable and beyond the control of Fly 7 and for which Fly 7 bears no responsibility, including a loss of trainer without replacement, release Fly 7 from the obligation to provide the Training Services and/or make the Training Facilities available on time for the duration of the resulting effects. Agreed dates for the provision of Training Services shall be postponed for the duration of the event and the effects thereof. The Customer shall be informed in an appropriate manner of the occurrence of such event and corresponding repercussions. If the end of the event and its repercussions are not foreseeable or should they

last longer than three (3) months, either Party shall be entitled to withdraw from the Agreement.

8 PERSONAL DATA PROTECTION

- 8.1 Fly 7 treats all company and personal data it receives in connection with its activities or that it generates through its activities, in complete confidence.
- 8.2 Fly 7 treats personal data with the utmost care. When individual personal reports are made on Trainees, Fly 7 considers them the sole beneficiaries of that information, regardless of who has placed the Order or pays the Training Fee. Reports or information on Trainees shall be shared with other persons, in particular other members of the organisation the Trainee belongs to and/or their supervisors, only with the consent of the Trainee.
- 8.3 Fly 7 uses the personal data provided by the Customer and the Trainee for the purpose of processing the Agreement or registration (e.g. name, address, payment data) and fulfilling the Agreement. Customer and Trainee data will not be passed on to third parties except for the purpose of executing the Agreement.
- 8.4 At any time and without charge, the Customer and the Trainee may have their respective stored data queried, changed or deleted by Fly 7. Any consent given can be revoked at any time.
- 8.5 More information can be found at: <https://www.fly7.ch/en/privacy/>

9 COPYRIGHT

Manuals, Syllabus, procedures and other training documents developed by Fly 7 are proprietary and may not be reproduced without Fly 7's approval.

10 LIABILITY AND INSURANCE

- 10.1 The activity of Fly 7 is a pure service activity. Fly 7 therefore makes no guarantee or warranty to the Customer or the Trainee that the Trainee will acquire any particular proficiency to qualify for any license, certificate or rating issued by any regulatory agency or governmental authority and Fly 7 shall not be responsible for the competence of any participating individual.
- 10.2 Fly 7 shall be liable exclusively for damage caused by it or its employees intentionally or through gross negligence. Any further liability, as well as for indirect or consequential damages, is excluded.
- 10.3 The Customer shall take out any and all insurances required for itself, its personnel and any Trainee registered by the Customer including, but not limited to, insurance covering general liability and accidents.
- 10.4 The Customer shall take out all insurances in respect of liability arising from loss of or damage to Fly 7's property.
- 10.5 The Customer shall indemnify Fly 7 in full against all costs, damages, expenses and losses, including any interest, fines, legal and other professional fees and expenses awarded or incurred or paid by Fly 7 as a result of or in connection with any claim brought against Fly 7 for actual or alleged damage to any third-party property or equipment, including any airport or aircraft, caused by the Trainee.
- 10.6 If circumstances arise in which Fly 7, through no fault of its own, fails to provide intended Training Services to the Trainee for reasons other than those set forth in Article 7.6 (e.g. technical problems relating to an aircraft or due to any regulatory or operational reasons), Fly 7's liability to the Customer shall be solely to provide the Trainee (at no additional cost) with the use of the Training Services and/or the use of the Training Facilities on alternative dates convenient to the Customer when they are available for such use.

11 VARIATION

Fly 7 reserves the right to amend these Terms and Conditions at any time and will endeavour to provide notification of such changes on Fly 7's website, <http://www.fly7-training.com>.

12 GOVERNING LAW

The Agreement shall be governed by, construed, and enforced in accordance with the laws of Switzerland, without regard to its conflict-of-law rules.

13 JURISDICTION

Any dispute, controversy or claim arising out of, or in relation to, the Agreement, including the validity, invalidity, breach, or termination thereof and non-contractual claims, shall be in the exclusive jurisdiction of the courts of Lausanne.