

GENERAL TERMS AND CONDITIONS (GTC) OF G-UNLIMITED GMBH

Edition 1, 1st of November 2024

1. SCOPE OF APPLICATION

- 1.1 The following General Terms and Conditions (hereinafter referred to as “**GTC**”) apply to all business relationships between g-unlimited GmbH (hereinafter referred to as “**g-unlimited**” or “**we**”) and the customer (hereinafter referred to as “**Customer**” or “**you**”) for services (hereinafter referred to as “**Services**”) offered on our website www.g-unlimited.ch (hereinafter referred to as “**Website**”) or specifically agreed with the Customer. The Website is operated by:

g-unlimited GmbH
Sonnhaldenstrasse 7
8413 Neftenbach
Switzerland

Swiss UID: CHE-105.637.694

- 1.2 Individual agreements made with the Customer shall take precedence over these GTC. Conflicting terms and conditions of the Customer will not be recognized.
- 1.3 G-unlimited reserves the right to change these GTC at any time. All changes become effective with the publication of the new GTC on the Website. The relevant date for the applicability of the valid GTC is the date of acceptance of our offer.
- 1.4 Please read these GTC carefully before accepting an offer. By accepting the offer, you agree to be bound by the following terms and conditions and our Privacy Policy and represent that you have the capacity and authority to enter into legally binding contracts.

2. SERVICES OFFERED

- 2.1 We generally provide Services in the following areas:
- Flight Instruction and Examination on Aircraft and Simulators
 - Flight Testing, especially Reverse Engineering
 - Aircraft Management for Private and Commercial usage
 - Charter and Sales of Airplanes and Boats
 - Security, especially in Flight Transportation
 - Buy and sell Real Estate, especially in combination with Aviation
 - Specialized in consulting for any matters with Aviation
 - Any Business with Cigars
- 2.2 We reserve the right to change the Services at any time.

3. ACCEPTANCE OF THE OFFER / CONCLUSION OF CONTRACT

- 3.1 Our written quotations are valid for thirty (30) days from the date of issue, unless a different period of validity is stated on the quotation. By accepting the quotation in writing, the Customer accepts the Services set out in the quotation under the conditions set out in these GTC. Prior to receipt of the Customer's acceptance of an offer, the offer can be

withdrawn by g-unlimited at any time. We provide our Services at the prices communicated to the Customer.

- 3.2 A binding contract is concluded with the written confirmation of the execution of the order or with the start of the provision of the Services by g-unlimited. In the absence of an agreement to the contrary, e-mails are deemed equivalent to the written form.

4. CONTRACTUAL OBLIGATIONS OF G-UNLIMITED

- 4.1 G-unlimited will perform the Services carefully, conscientiously and faithfully. Unless expressly agreed upon otherwise, no specific success or result is owed.
- 4.2 G-unlimited shall, as far as applicable, use properly trained employees with the necessary expertise and shall supervise and monitor them continuously during the execution of the Services.
- 4.3 G-unlimited is authorized to take all measures necessary for the proper execution of the Services. Upon request, g-unlimited will regularly inform the Customer about the status of the Services.

5. OBLIGATIONS OF THE CUSTOMER TO COOPERATE

- 5.1 G-unlimited provides its services the basis of the information provided by the Customer. The Customer shall support g-unlimited to the best of its, his or her ability and shall provide all information and documents necessary for the proper execution of the Services in a timely and correct manner.
- 5.2 The Customer is solely responsible for the correctness and completeness of the information and the documents provided by the Customer.
- 5.3 If the Customer fails to fulfill its obligations to cooperate, it shall bear the consequences of such failure. In particular, the Customer shall reimburse g-unlimited for any additional expenses incurred.

6. TIMELINES AND CHANGES TO SERVICES

- 6.1 A time schedule for the execution of the agreed Services must be agreed with the Customer.
- 6.2 G-unlimited will consider the Customer's requests for changes to the Services by the Customer to the extent reasonably possible. As far as the implementation of the desired changes affects the conditions of the contract, in particular the expenses of g-unlimited or the time schedule, the parties will agree on an appropriate adjustment of the conditions

of the contract, in particular an increase of the remuneration and a postponement of the agreed deadlines.

7. INVOLVEMENT OF THIRD PARTIES

G-unlimited is entitled to involve third parties for the execution of the Services at its own discretion. In this case, g-unlimited shall ensure that the contractual obligations of g-unlimited are fulfilled by the third party.

8. FEES, EXPENSES AND TAXES

- 8.1 Unless fixed prices or another fee calculation is agreed, the remuneration of g-unlimited is generally based on the time spent at the rates stated on the Website or in the offer. G-unlimited reserves the right to change its rates at any time. Fees will be calculated according to the rates offered at the time the offer is made.
- 8.2 Out-of-pocket expenses and other expenses are not included in the fee and will be charged to the Customer separately at the actual cost or at the usual industry rates, unless otherwise agreed.
- 8.3 The fee and expenses are exclusive of VAT and any other statutory levies.

9. INVOICING AND TERMS OF PAYMENT

- 9.1 G-unlimited shall issue its invoice(s) at its discretion after completion of the provision of the Services or monthly, including the expenses and taxes incurred. The invoice shall contain a detailed description of the Services provided, the activities and the time spent as well as the expenses and taxes to be paid.
- 9.2 G-unlimited is entitled to issue interim invoices for Services already rendered and expenses incurred. G-unlimited shall also be entitled to demand reasonable advance payments for the Services and expenses to be rendered before the start of the provision of the Services.
- 9.3 Invoices from g-unlimited are due for payment upon issue. Payment of all amounts payable to g-unlimited shall be made free and clear of any deductions or set-offs and in the designated currency by wire transfer of immediately available funds to an account designated by g-unlimited to the Customer in writing. Payments shall only be deemed to have been made when they have been irrevocably credited to such an account.
- 9.4 In the event of late payment, and without prejudice to any other remedies available to g-unlimited, g-unlimited shall be entitled to charge late payment interest at the rate of five

per cent (5%) per annum, calculated from the due date of the payment until the date of its actual receipt by g-unlimited.

10. INTELLECTUAL PROPERTY RIGHTS

G-unlimited fully retains all copyrights to the work results to which it is entitled. Except for the limited right and license for the Customer's own use granted under a contract, nothing herein or in the contract shall be construed as granting to the Customer, by implication, waiver or otherwise, or to any third party any Intellectual Property Rights of g-unlimited, which shall remain the sole property of g-unlimited. "**Intellectual Property Rights**" means patents, copyrights, trademarks, trade names, trade dress, trade secrets, know-how, concepts, ideas, discoveries, inventions (whether patentable or not), processes, developments, suggestions, materials, improvements, works of authorship, artwork, software, documentation and any other rights in other tangible and intangible assets of a proprietary nature.

11. CONFIDENTIALITY

G-unlimited shall maintain strict confidentiality vis-à-vis third parties with regard to all business, operational or technical information and processes of a confidential nature entrusted to it by the Customer or otherwise made known to it, and shall not disclose such confidential information to any third party without the prior written consent of the Customer, except (a) to g-unlimited's accountants, lawyers and bankers, and (b) to the its suppliers, (b) to the extent necessary for g-unlimited to perform its obligations or enforce its rights under the contract or otherwise, or (c) as may be required by law or legal process, governmental, administrative or regulatory requirements, including but not limited to financial reporting requirements. This obligation of confidentiality shall survive the termination of the Agreement without limitation.

12. RETENTION OF DOCUMENTS / RIGHT OF RETENTION

12.1 G-unlimited will carefully store the documents of any kind received from the Customer (e.g. documents, contracts, notes, correspondence, etc., regardless of whether they are originals, copies or drafts) and will only use them in direct connection with the execution of the Services or insofar as a legal obligation exists.

12.2 G-unlimited reserves the right to retain the documents provided to it until all claims have been settled in full.

13. WARRANTY

If the Services are faulty, the claim of the customer is limited to rectification, reduction or replacement, at the discretion of g-unlimited, as far as this is permitted by mandatory law. If the rectification does not result in freedom from defects, the Customer may demand an appropriate reduction in price.

14. LIABILITY

- 14.1 G-unlimited provides the agreed Services with the necessary care. G-unlimited is liable for damages as far as they have their direct cause in a proven intentional or grossly negligent breach of contractual obligations or other duties of care by G-unlimited.
- 14.2 To the fullest extent permitted by law, any further liability based on contract or other legal grounds is expressly excluded. Without limiting the generality of the foregoing, in no event shall G-unlimited, its affiliates and their respective shareholders, officers, directors, agents and/or employees be liable for any special, indirect, incidental, punitive or consequential damages, including, without limitation, loss of profits or goodwill, loss of use, loss of time, inconvenience, or commercial loss.

15. FORCE MAJEURE

- 15.1 In the event of force majeure, i.e. the occurrence of events beyond the control of the affected party (such as official orders and measures, labor disputes, cases of natural disasters, epidemics and pandemics), which significantly impair or render impossible the performance of Services, the affected party shall notify the other party in writing as soon as possible of the nature of the event in question and its expected duration. In such event, the affected party shall be entitled to postpone the performance of its Services for the duration of the hindrance and a reasonable start-up period, but shall resume performance immediately if the event in question ceases to exist.
- 15.2 The parties shall endeavor in good faith to minimize the effects of a force majeure event as far as possible.

16. TERMINATION OF THE CONTRACT

The contract shall terminate upon completion of the agreed Services, upon expiry of the agreed term or upon notice of termination, as the case may be. Unless otherwise agreed, the contract may be terminated with a notice period of thirty (30) days notice to the end of a calendar month. The Services may be terminated with immediate effect for good cause. Good cause shall be deemed to be any circumstance that makes it unreasonable for the terminating party to adhere to the contract in good faith, in particular the opening of bankruptcy, composition or similar proceedings against the Customer. The termination must be in writing to be effective.

17. DATA PROTECTION

G-unlimited only collects and processes personal data that is necessary for the execution of the contract concluded with the Customer within the framework of the statutory provisions, in particular in compliance with the applicable data protection laws. Further information on the processing of your personal data, your rights and related issues can be found in the Federal Act of Data Protection under <https://www.fedlex.admin.ch>, which forms an integral part of these GTC.

18. SEVERABILITY CLAUSE

- 18.1 If any provision of these GTC is or becomes illegal, invalid or unenforceable for any reason, the validity of the remaining provisions shall not be affected. Unless otherwise agreed, the invalid provision shall be replaced by a valid provision which comes as close as possible to the economic purpose of the provision and the intention of the parties at the time of the conclusion of the contract. The same applies to any loopholes in these GTC.

19. APPLICABLE LAW AND PLACE OF JURISDICTION

- 19.1 These GTC, the contractual relationships based on them and any disputes shall be governed exclusively by Swiss substantive law, without giving effect to the conflict of laws provisions of any jurisdiction and without giving effect to the United Nation Convention on Contracts for the International Sale of Goods.
- 19.2 All disputes arising between the parties out of or in connection with these GTC or the contractual relationships based thereon (including interpretation, validity, binding effect, amendment, breach, termination or enforcement) shall be submitted to the exclusive jurisdiction of the competent courts of the Canton of Zurich, Switzerland. However, g-unlimited shall have the right to bring any action against the Customer before the competent court of the Customer's domicile or registered office.

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