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General Terms and Conditions for Offline and Online Training Courses

Scope

- These General Terms and Conditions of Training apply to Offline and Online Training Courses (hereinafter referred to as "Training Course") organized by Vector Aero GmbH, Maintenance Training Organization, approval No. DE.145.0029, Tower str. 1, 04435 Leipzig/Halle Airport, Schkeuditz, Germany, Register Court: Leipzig Local Court, Register No. HRB 30745 (hereinafter referred to as "Vector Aero").
- The General Terms and Conditions of Training govern the rights and obligations vis-à-vis the natural persons or legal entities concluding the Training Course contract with Vector Aero (hereinafter "Contractual Partner") and/or the natural persons participating in the Training Course (hereinafter "Participant").
- The contact person for the Training Course is the person who assumes organizational responsibility (hereinafter referred to as the "Organizer"). If the Vector Aero assumes organizational responsibility, the Vector Aero is the Organizer.
- 4. An Offline Training Course is a Training Course that takes place in a physical classroom or a practical training environment. It involves face-to-face interactions between the lecturer and participants, relying on physical materials and direct human interaction for teaching and learning (hereinafter referred to as "Training Course").
- 5. An Online Training Course is a Training Course that is conducted virtually through digital platforms, using video lectures, pre-recorded content, and online learning materials. Participants access the course materials, submit assignments, and interact with the lecturer and other participants through online platforms via the Internet using a terminal device (hereinafter referred to as "Training Course").
- 6. These General Terms and Conditions of Training apply on an exclusive basis unless expressly provided otherwise hereinafter. Terms and conditions of the Contractual Partner that conflict with, deviate from, or supplement these General Terms and Conditions of Training shall not become an element of the contract, even if Vector Aero does not expressly object to them.
- 7. If a contractual relationship with a third party is required for the technical implementation of the Training Course (e.g., registration and/or user account with an online service provider), the respective terms of use and/or general terms and conditions of this third party must also be taken into account. As far as the services of the third party are concerned, Vector Aero is not a party to the contract.
- 8. The contract language is English.

2. Subject of the contract

- The subject of these General Terms and Conditions of Training is the booking of the Training Course by the Contractual Partner, participation in the Training Course by the Participant, the conduct of the Training Course, and the provision of any training-related services by the Organizer.
- The content, time schedule, requirements for participation in the Training Course, and any participation fees to be paid are primarily set out in the respective Training Course description or Training Offer.

3. Registration; Conclusion of contract

- Registration for the Training Course can take place via websites used for this purpose by the Organizer or via registration forms that are provided. The Contractual Partner is obliged to provide truthful information.
- 2. Unless otherwise agreed upon in individual cases, by completing and sending the registration form provided, the Contractual Partner submits an offer for the Participant to take part in the Training Course (hereinafter referred to as "Online Registration"). A contract regarding participation in the Training Course comes into effect when this offer is accepted by the Organizer. Acceptance takes place via confirmation of registration, which is transmitted by e-mail or mail.
- In the case of Online Registration, the Contractual Partner will receive an automated email confirmation that the registration has been received. This email does not yet constitute acceptance within the meaning of paragraph 2 above.
- A contract can also be concluded if the Organizer submits an individual Training Offer in text form and the Contractual Partner accepts this, also in text form.
- A registration confirmation is binding in principle and entitles the Participant to participate in the Training Course in question.

4. Registration with third parties, access

- Prior registration with third parties may be required, e.g., to guarantee access to certain software. The Organizer will inform the Contractual Partner of this in advance.
- 2. If the Contractual Partner or Participant receives access data for participation in the Training Course, he may not pass this access data on to third parties. The Contractual Partner or Participant is obliged to treat access data confidentially and to protect it from access by third parties. The Contractual Partner or Participant is obliged to inform the Organizer immediately if there are any indications of misuse of the access data by third parties who are not Participants or Contractual Partners.
- 3. Training Courses are generally only available in real time on the scheduled date and cannot be accessed retrospectively unless expressly communicated otherwise.

Contract information

- Contractual Partner can access and print out these General Terms and Conditions of Training on the Vector Aero website. The Organizer stores the text of the contract (contract information and Terms and Conditions of Training). The contract information (booked Training Course; Participant, participation fee) can be found by the Contractual Partner in their registration confirmation or their individual Training Offer in text form. The contract information is not available online.
- If the Participant is not also the Contractual Partner, the Contractual Partner is obliged to bring these General Terms and Conditions of Training to the attention of the Participant(s).

6. Standard of Training Courses

The Training Courses shall be conducted in accordance with Vector Aero's working methods and procedures based upon the manufacturer's manuals, approved Standards, the current version of Vector Aero's Maintenance Training Organization Exposition and the current rules and regulations of the EASA and the German Federal Aviation Office (Luftfahrt-Bundesamt), as applicable.

7. Requirements and obligations of the Participant to cooperate

- 1. Participation in the Training Course requires an internet connection, a terminal device together with the corresponding common web browsers or, if applicable, further software (in each case in accordance with the state of the art). Participant can find the exact technical requirements for participation in the Training Course description or the Training Course offer by the Organizer or these requirements will be sent to the Contractual Partner by email before the start of the Training Course.
- The participant himself is responsible for fulfilling the technical requirements. If the Participant does not fulfil the technical requirements or if technical faults occur during the Training Course for which the Participant is responsible, this shall not release the Contractual Partner from any payment obligation.
- If a Participant must fulfil certain requirements to take part in the Training Course (e.g., a specific qualification or Aircraft Maintenance License), they must provide proof of this to the Organizer. Without such proof, Participant may be denied access to the Training Course.
- 4. If a successful completion of the Training Course requires any exam, the exam will be made according to the applicable Organizer rules unless otherwise agreed. Organizer does not warrant that the participant will reach the intended training level, nor does Organizer warrant that a participant will pass the exam.
- 5. Due to technical circumstances that are beyond the Organizer's control, the Organizer is not responsible for the continuous availability of the Training Course or the accessibility of the associated content of the Training Course (e.g., live streams, online seminars, documents, etc.) at all times. The temporary, short-term unavailability of the Training Course and the associated content does not entitle the Contractual Partner or Participant to price reductions, cancellation or claims for damages.
- In addition, the Organizer accepts no responsibility for disruptions caused by factors beyond the Organizer's control. Such disruptions include, in particular, disruptions to the public telecommunications network or power failures.

8. Changes to the Training Course program and schedule

- Daily schedules of the Training Course will correspond with the customary working hours at Vector Aero unless agreed otherwise with the Contractual Partner.
- If, due to force majeure or other reasons beyond Vector Aero's reasonable control, the course cannot be performed at the agreed date or can only be performed with unreasonable economic effort, then the course will be performed on the next possible date agreed. The same applies in the case of the illness of a lecturer.
- Vector Aero shall have the right to replace the envisaged lecturer with an equally qualified lecturer and to change the training site and/or date even at short notice if this is due to a material cause and provided that this is acceptable for the Contractual Partner.
- 4. Vector Aero reserves the right to change and/or amend the content of Training Course material, Media or program without seeking the Contractual Partner's consent, even after a Contractual Partner contract has been concluded in case this is deemed necessary for technical reasons, such as technical or regulatory updates, further development and/or didactic improvement, and provided that the scope of Vector Aero's services does not materially change.
- The Organizer shall endeavor to communicate changes in good time by e-mail or on its website. Changes within the meaning of this paragraph do not entitle the Contractual Partner to a reduction in price or to assert other claims for damages.

9. Participation fee; due dat

- In the case of a Training Course for which a fee is charged, the Contractual Partner is obligated to pay the agreed participation fee. The amount of the participation fee is stated in the training description or the training offer.
- The participation fee must be paid in advance in accordance with the payment options stated. The participation fee must be paid no later than 7 days before the start of the Training Course; the date when payment is received in the Organizer's account is the date determining whether payment is remitted on time.

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- An invoice will be issued upon receipt of the signed Registration or Training Offer, whenever applicable. Vector Aero may send invoices in a PDF format by email, in which case the date of sending the email is deemed the date of the invoice.
- Payment shall be made in the invoiced currency by wire transfer to the bank account as specified in the invoice.
- The Contractual Partner shall make all payments to Vector Aero by wire transfer to Vector Aero's account at:

Deutsche Bank AG Postfach 110721, 10837Berlin, Germany BIC (SWIFT): DEUTDEBLXXX IBAN: DE1186070000194785200.

- All payments shall be made in full without any deduction, defence, set-off, counterclaim, recoupment, or other right of any kind or for any other circumstance.
- 7. If the Contractual Partner fails to make payment on the due date, the Contractual Partner shall pay interest on the overdue amounts from the due date to the date of payment in full at a monthly rate of 1%. Payment of default interest shall not release the Contractual Partner from their obligation to pay the sums due for the registered Training Course.
- Taxes, withholding taxes, duties, dues, fees and the like, which are levied at Vector Aero's
 expense in connection with the Agreement, but not income taxes, shall be borne by the
 Contractual Partner. VAT and the like shall be charged to the Contractual Partner if applicable
- 9. Offsetting claims of Contractual Partner's own against claims of Vector Aero is permissible only if the counterclaim is undisputed or has been established with final, binding legal force, is not disputed by Vector Aero or is acknowledged by Vector Aero, or if it is closely related to Vector Aero's claim within the same reciprocal contractual relationship to which both Contractual Partner and Vector Aero are party.
- Contractual Partner cannot exercise a right of retention unless Contractual Partner's counterclaim is based on the same contractual relationship.

10. Right of withdrawal

If the Contractual Partner is a consumer, he is entitled to a statutory right of withdrawal, about which we inform him below. "Consumer" means every natural person who enters into a legal transaction for purposes that predominantly are outside their trade, business or profession (Sec. 13 of the German Civil Code (BGB)).

Withdrawal policy

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us

Vector Aero GmbH Leipzig/Halle Airport 04435 Schkeuditz Germany Phone +49 342047044217 Fax +49 342047044218 info@vectoraero.de

of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post, fax, or e-mail). You may use the attached sample withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount that is in proportion to what was provided until you notified us of your withdrawal from this contract, in comparison with the full coverage of the contract.

Sample withdrawal form

(Complete and return this form only if you wish to withdraw from the contract).

To: Vector Aero GmbH Leipzig/Halle Airport 04435 Schkeuditz Germany Phone +49 342047044217 Fax +49 342047044218 info@vectoraero.de I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

Ordered on (*)/received on (*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only if this form is submitted on paper)

(*) Delete as appropriate

End of the withdrawal policy

11. Cancellation by Contractual Partner; designation of a representative

- No contractual right of rescission or cancellation on the part of Contractual Partner is agreed.
- If Participant is unable to attend the Training Course for any reason, for which the Organizer is not responsible, the participation fee is due and payable nonetheless, and payments that have already been made will not be refunded. This even applies if the Contractual Partner cancels the Participant's attendance before the start of the Training Course.
- 3. Notwithstanding the provisions of paragraph 2 above, Organizer may provide for full or partial refunds of the participation fee.
- If refunding of participation fees is provided for, but no specifics are set forth, the following rules apply:
 - 100 percent refund for cancellations up to 35 days before the start of the course
 - 75 percent refund for cancellations up to 30 -34 days before the start of the course
 - 50 percent refund for cancellations up to 22-29 days before the start of the course
 - 25 percent refund for cancellations up to 15-21 days before the start of the course
 - No refund for cancellations less than 14 days before the start of the course
- Notices of non-participation must be sent to the Organizer in text form (e.g., letter, fax, e-mail). The postmark date or, in the case of fax transmissions or e-mails, the date sent, is the date determining when the notice was transmitted.
- Unless otherwise agreed, refunds will be processed within two weeks after the end of the Training Course and will be credited using the payment method used for the registration process. Contractual Partner is responsible for any bank transaction fees charged for a refund.
- 7. If Participant is unable to attend the Training Course, Contractual Partner is entitled to designate a substitute to attend the Training Course instead of the Participant. The substitute must be designated to the Organizer by name. To this end, the information required for registration must be transmitted to the Organizer in text form.

12. Cancellation by Vector Aero; withdrawal by Vector Aero

- 1. Vector Aero reserves the right to cancel or discontinue the Training Course in whole or in part for good cause pursuant to the provisions below. Good cause is deemed to exist if, upon consideration of all circumstances of the individual case and upon weighing the interests of both parties, Vector Aero cannot reasonably be expected to hold the Training Course. In particular, good cause is deemed to exist if there is a credible risk of terrorist attacks, natural disasters, force majeure (e.g. acts of war, strike, epidemic, disruptions of operations), or in the event of the absence, illness, or death of an lecturer or other persons who are essential to the content and implementation of the Training program.
- 2. If the Training Course is cancelled in accordance with Article 12 paragraph 1, the obligation to pay a participation fee shall lapse. The Contractual Partner may demand reimbursement for payments already made. If the Training Course is cancelled, the Contractual Partner shall receive a pro rata refund commensurate with the scope of the Training Course missed. The Contractual Partner is not entitled to any further claims due to the cancellation or interruption, unless Vector Aero is responsible for the reason for the cancellation or interruption.
- 8. If the training description of Training Course specifies a minimum number of Participants when the contract is concluded, because the Training Course can no longer fulfil its purpose for the Participant with less Participants due to the training format and the planned framework conditions (in particular workshops, discussion groups or similar programs that require interaction), Vector Aero is entitled to declare its withdrawal from the Training Course up to 14 days before the Training Course and to cancel or postpone it if the minimum number of Participants is not reached.

13. Disruption of the technical infrastructure

Participant is obliged to refrain from any activity that is intended or suitable to disrupt and/or excessively overload the Training Course or the technical infrastructure behind it.

Advertising and sales activities

- During the Training Course, any kind of advertising as well as the offering and sale of goods or services by the Participant and/or Contractual Partner is prohibited.
- The Participant and/or Contractual Partner is responsible for their own references to the Training Course (e.g., on the Internet). In this respect, they are not acting on behalf of the Organizer.

15. Photos, video/audio recordings

- . The Organizer will take photos and make video and/or audio recordings during the Training Course. These recordings are for quality assurance purposes and are used exclusively internally and for this purpose. When using the recordings, the Organizer shall ensure that the personal rights of the Participant are not violated.
- Participant is not permitted to take photos or make video/audio recordings of the Training Course (e.g. screenshots, recordings).

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16. Training material: know-how, copyright and rights of use

- 1. Training documents sent or handed out to Participant are protected by copyright. Reproduction, dissemination, and/or publication of these documents is not permitted. Reproduction of the documents without Vector Aero's express consent is permitted exclusively for personal purposes within the meaning of Sec. 53 of the German Copyright Act (UrhG). Likewise, unless otherwise agreed in individual cases, no rights of use are granted to the content contained in the training documents and conveyed by the lectures.
- 2. Participant and/or Contractual Partner undertake to treat as confidential all technical details, technical descriptions, construction drawings, specifications, software codes, technical expert opinions and the knowledge resulting therefrom as well as other knowledge gained through participation (hereinafter "know-How") and commercial or business information and knowledge that is labelled as confidential, e.g. by a corresponding watermark or that is expressly designated as confidential within the Training Courses, and not to pass this information and knowledge on to third parties. This does not apply to information that was known or generally accessible to the Contractual Partner, the Participant and/or the public prior to the disclosure or that became known or generally accessible to the public after the disclosure without the involvement of the Participant or Contractual Partner or information that was disclosed or made accessible to the Participant or Contractual Partner by an authorized third party or that was independently developed by an employee of the Contractual Partner who had no knowledge of the disclosed information.

17. Travel, Accommodation and insurance

- Within the training offer or training services agreement, Vector Aero will explicitly state
 whether the instructor's travel and accommodation expenses are included within the
 quoted fees.
- Suppose instructor travel and accommodation costs are identified as included in the training offer or training services agreement. In that case, no additional charges for these items will be levied beyond the agreed-upon fees. The specifics of what is covered will be itemized within the training offer or training service agreement to avoid any ambiguity.
- Conversely, if the instructor's travel and accommodation expenses are not encompassed within the quoted fees, these costs will be borne by the Contractual Partner and billed in accordance with the following stipulations:
 - Reimbursement for travel time and daily expenses
 - Air travel costs, classified by travel duration (economy class for journeys up to 8 hours, business class for longer durations).
 - Accommodation expenses, adhering to a minimum standard of a 4-star hotel or equivalent.
 - Local transportation, typically involving a rental vehicle.
 - Any ancillary and reasonable costs directly associated with the training delivery, such as freight or postal charges.
- When Vector Aero covers these expenses directly, a 10% Admin fee will be added to the costs. The Contractual Partner is responsible for providing participant health and accident insurance. If additional insurance is required for the training, a separate agreement and billing process will be necessary.

18. Aircraft, Engine access arrangements for practical training

- The training agreement document specifies under the designated section which party bears the responsibility for providing aircraft and engine access arrangements essential for practical training. In scenarios where the Contractual Partner is designated to furnish these arrangements, they must:
 - Grant Vector Aero and the training participants access to the necessary facilities, aircraft and/or engine, maintenance documentation, ground support equipment, test equipment, and tools vital for executing the practical training.
 - Supply all requisite technical and maintenance documentation along with software access (e.g., AirNav, Airbus World, MyBoeingFleet) that Vector Aero and the participants will employ during both the preparation and execution phases of the training.
 - Permit Vector Aero to conduct audits of the practical training facilities to verify compliance with the regulatory standards essential for training execution.
 - Additionally, the Contractual Partner must comply with audits by relevant competent authorities, such as EASA or the German Federal Aviation Office (Luftfahrt-Bundesamt), upon their request.
 - Acknowledge that Vector Aero assumes no liability for any consequential, special, incidental, or punitive damages arising under any circumstances from the usage or inaccessibility of the provided equipment and/or services.
- 2. In instances where Vector Aero is responsible for organizing aircraft and/or engine access for practical training, it is essential to note that Vector Aero relies on external third-party providers to furnish such access. As a result, the availability and scheduling of aircraft and/or engine access are contingent upon these third-party providers' operational timelines and capacities. When Vector Aero indicates the potential to provide aircraft access within the training agreement, this is based on preliminary information and commitments received from the third-party providers at that time. However, these provisions are inherently subject to change based on the third party's subsequent availability and scheduling constraints.
- 3. The Contractual Partner is expected to exhibit flexibility in accommodating potential adjustments to the scheduling of practical training sessions, which may be necessitated by changes in third-party availability. While Vector Aero is committed to communicating any such changes to the Contractual Partner promptly and will exert all reasonable efforts to propose alternative arrangements, it is understood that some adjustments may be inevitable. Vector Aero's objective is to ensure that, even under changing circumstances, the Contractual Partner receives effective and continuous training solutions, minimizing inconvenience and ensuring the fulfilment of training objectives within the constraints of third-party provider schedules.
- 4. The costs associated with securing aircraft access, including but not limited to usage fees, facility rentals, and any other related services, are chargeable. These expenses will be transparently communicated to the Contractual Partner and itemized within the training agreement or an updated invoice, ensuring a clear understanding and agreement on the financial responsibilities.

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- 5. The costs associated with securing aircraft access, including but not limited to usage fees, facility rentals, and any other related services, are chargeable. These expenses will be transparently communicated to the Contractual Partner and itemized within the training agreement or an updated invoice, ensuring a clear understanding and agreement on the financial responsibilities.
- 6. The Contractual Partner agrees that all charges related to the provision of aircraft and/or engine access by Vector Aero are to be borne by the Contractual Partner and paid according to the terms specified in the payment section of the agreement. Vector Aero will ensure that any such charges are communicated in advance and with detailed justification to facilitate transparency and trust.

19. Force Majeure

- 1. "Force Majeure" means an occurrence beyond the control and without fault or negligence of the Party affected and which the Party cannot prevent or provide against by exercising reasonable diligence. It includes an act of God or a public enemy, expropriation or confiscation of facilities, any form of Government intervention, hostilities, rebellion, terrorist activity, a local, national or regional emergency, sabotage, riots, floods, unusually severe weather conditions which could not reasonably be anticipated, fires, explosions or other catastrophes, strikes or any other concerted act of workmen or other similar occurrences.
- Save that all payments must be made on time. In other cases, no delay or failure to perform by either Party shall give rise to any claim for any losses, including anticipated profits, if caused by Force Majeure.
- If any delay or failure in performance caused by Force Majeure continues for 7 days or more, either Party may terminate the contract by giving 7 days' notice in writing.

20. Liability

- Vector Aero assumes no liability for ensuring that the information and content provided by third parties in the training documents are up-to-date, accurate, and complete. In particular, Vector Aero assumes no liability for damages and/or losses arising from the use or sharing of what is learned and/or communicated as part of the Training Course.
- Vector Aero is liable for intent and gross negligence (Vorsatz und grobe Fahrlässigkeit). Vector Aero is liable for ordinary negligence (leichte Fahrlässigkeit) pursuant to the German Product Liability Act (ProdHaftG) and is also liable for injury to life, body, or health of persons.
- 3. In the case of ordinary negligence, the Organizer's liability is limited to cases of breach of obligations essential to the contract (cardinal obligations), that is, those obligations that make the proper performance of the contract possible and on the fulfillment of which the other party to the contract may regularly rely. In this case, the scope of liability is limited to the foreseeable damage or loss that typically occurs. There is no liability for indirect damage or loss, consequential damage or loss due to defects or lost profit. This limitation of liability also applies in the event of fault on the part of Vector Aero's legal representative or vicarious agent.
- 4. Contractual Partner shall be liable for any kind of damage to and/or loss of property (including any aircraft), for which Contractual Partner, its officers, employees, agents or the training participants registered by Contractual Partner are responsible. Contractual Partner will hold harmless and indemnify Vector Aero from and against any claims brought by third parties in connection with this Agreement unless such claims are due to Vector Aero's gross negligence or intent.

21. Data protection

Vector Aero processes personal data collected in connection with registration for and participation in the Training Course in compliance with the applicable provisions of the law on data protection. For further information, particularly on the purposes and scope of processing and on the rights of data subjects, please see Vector Aero's data protection information, which is referenced each time a Participant or a Contractual Partner registers for the Training Course.

22. Export clause

Insofar as the fulfilment of contractual obligations by Vector Aero requires an approval or is prohibited due to national, European or US-American regulations of foreign trade law including embargos (and/or other sanctions), the fulfilment of the contract is subject to the granting of an approval by the competent authorities; in the event of non-granting of the approval or in the event of a prohibition, there is no breach of duty on the part of Vector Aero. Vector Aero shall not be liable for damages due to delays or impediments to performance with regard to German, European, US, or international regulations of foreign trade law, including embargoes (and/or other sanctions). The same applies to other claims (such as repayment or guarantee claims due to advance payment guarantees, etc.).

23. Final provisions

- Should one or several provisions of these General Terms and Conditions of Training be or become invalid, the validity of the remaining provisions shall not be affected thereby.
- The EU Commission has set up the following online dispute resolution platform for the outof-court settlement of consumer disputes: www.ec.europa.eu/consumers/odr. Vector Aero
 is neither obliged nor willing to participate in a dispute resolution procedure under the Act
 on Alternative Dispute Resolution in Consumer Matters (Verbraucherstreitbeilegungsgesetz).
- 3. The law of the Federal Republic of Germany shall apply to the exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). In relation to Contractual Partners or Participants who do not have their registered office in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from or in connection with this contract shall be Leipzig.
- 4. If the Contractual Partners or Participants are merchants, legal entities under public law or special asset funds under public law, the place of performance for Vector Aero's services is the Organizer's registered office. The place of fulfilment for payments by the Contractual Partner or participant is Sckeuditz.

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