General Conditions of Carriage

of **Unicair GmbH**

Ostring 17

65205 Wiesbaden

Germany

These General Conditions of Carriage (General Terms and Conditions) shall apply to any and all contracts of carriage for the provision of emergency medical services flights made between Unicair GmbH and a Customer.

Article 1 Definitions

1.1 Titles and headings

The titles and headings of the articles and their sections in these General Terms and Conditions are included for convenience of reference only and shall not be taken into consideration in the interpretation of the text.

1.2 Definition

Except where the context unequivocally dictates otherwise, the following expressions have the meaning here assigned to them when they are used in these Conditions:

1.2.1 "Unicair"

means "Unicair GmbH"

1.2.2 "Customer" / "Customers"

means both such person(s) who, being the instructing party, has/have entered into the contract of carriage with Unicair and any person carried or to be carried in an aircraft pursuant to a ticket (“Passenger” or “Passengers”), except members of the Crew.

1.2.3 "Conventions"

means that one of the following conventions is applicable, depending on its respective scope of application:

generally

the Convention for the Unification of Certain Rules for International Carriage by Air ("Montreal Convention") of 28 May 1999;

in part also

the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on 12 October 1929 ("Warsaw Convention");

the Warsaw Convention, as amended by the Hague Protocol of 28 September 1955;

the Convention supplementary to the Warsaw Convention established at Guadalajara on 18 September 1961;

the Warsaw Convention, as amended by the Additional Protocol no. 1, signed at Montreal on 25 September 1975;

the Warsaw Convention, as amended by the Additional Protocol no. 2, signed at Montreal on 25 September 1975;

the Warsaw Convention, as amended at The Hague and by the Additional Protocol no. 4 signed at Montreal on 25 September 1975.

1.2.4 “Crew”

means in all contracts of carriage carried out by Unicair that an emergency physician, a hospital nurse and/or an emergency medical technician will be present on board in consultation with the respective clinic or hospital.

1.2.5 “Air ambulance flight” / “Air ambulance flights”

means primarily, whether it is applicable to an entire route or a portion thereof,

- flights for the carriage of sick or injured persons or emergency clients
- flights for medical evacuation
- flights for the recovery and/or medical treatment of victims of an accident or persons who are in life-threatening circumstances
- flights for the transportation of rescue and/or recovery personnel and/or equipment
- flights for the transportation of medicinal products, in particular blood supplies, organs for transplantations or medical equipment

as well as flights that are directly related to the aforementioned flights, in particular further or return transportation.

Article 2 Scope of application of the General Conditions of Carriage

2.1. Any and all services, offers, order confirmations, contracts and orders of Unicair are made subject exclusively to the following General Terms and Conditions. They form part of the contract, unless otherwise agreed in writing by separate agreement between Unicair and the Customer. The General Terms and Conditions of Unicair also apply to future contracts for carriage by air, even where not explicitly mentioned or agreed again.

2.2. Unicair will not accept any terms and conditions of the Customer, which contradict or deviate from these terms and conditions, unless Unicair has expressly acknowledged their applicability in writing. Any counter-confirmations by the Customer making reference to his own terms and conditions are hereby expressly objected to.

2.3. The General Terms and Conditions apply to both consumers and entrepreneurs within the meaning of section 14 BGB (German Civil Code).

2.4. The Customer is responsible for communicating these General Terms and Conditions and other notices from Unicair to the Passenger accurately and promptly. If the Customer fails to comply with this requirement, the Customer shall indemnify Unicair in respect of any and all Passenger claims.

Article 3 Governing law

The Contract of Carriage and any carriage of passengers performed by Unicair as well as any other services provided by Unicair shall be governed by the provisions of the Montreal Convention as implemented in the European Community by Regulation (EC) No 2027/97 as amended by Regulation (EC) No 889/2002 and by the national legislation of the Member States or by the Warsaw Convention (as applicable), by the applicable substantive laws of the Federal Republic of Germany, in particular the Air Traffic Act (LuftVG) and these General Terms and Conditions. Compensation and assistance services for passengers in the event of denied boarding and cancellation or long delay of flights are provided in accordance with EC Regulation No. 261/2004.

Article 4 Contract of carriage

4.1. When ordering an air ambulance flight, the Customer must specify the desired route, flight time, information regarding the Passenger, carriage of any accompanying persons, volume of luggage and any special requests relevant to transportation.

4.2. In addition, the Customer is responsible for providing the following information and documents prior to transportation:

- Number and names of the Passenger(s) and any accompanying person(s)
- All required entry and exit documents for Passengers and accompanying person(s), including passport data, visa and proof of vaccination
- Consent of the Passenger/patient for transport after being informed about the specific risks of an air ambulance flight and after being given the necessary data protection information about the processing of personal data.
- A current medical report on the Passenger
- Name and address as well as the relevant contact persons of both the discharging and the referral hospital

4.3. Any information provided and offers made by Unicair are non-binding and subject to change. Any drawings, illustrations, measurements, weights, span of air routes or other performance data are only binding if expressly agreed in writing. Performance specifications can be changed by Unicair at any time without prior notice. Under no circumstances will a manifest error bind Unicair.

4.4. The contract of carriage is concluded only after Unicair has confirmed the booking in writing. The Customer is obliged immediately to verify the booking confirmation and notify Unicair without delay of any errors or discrepancies. If the Customer requests changes at a later point in time, Unicair may either accept or reject such changes at its sole discretion.

4.5. The employees of Unicair are not authorised to enter into any oral collateral agreements or give oral warranties, which go beyond the content of the written contract made with Unicair.

4.6. Unless otherwise agreed with the Customer, the following provisions apply to the airfare:

4.6.1 The airfare includes all costs for the carriage of the Passenger(s) and any accompanying person(s), including crew costs (including hotel accommodation), landing fees, Eurocontrol charges, standard catering, non-alcoholic beverages, baggage, security charges, as well as passenger fees and taxes, insofar as these are payable by the carrier under the laws, administrative regulations or provisions of an entity other than the airport.

4.6.2 Not included in the airfare are: ground transportation between airports and between airports and city terminals; costs and charges for upgrade or special catering, VIP handling, extension of airport opening hours, purchase of additional traffic rights and special services, and aircraft de-icing on the ground; costs for visa stamps and customs, unforeseeable additional costs, customs duties, and airport and passenger taxes, fees and other charges levied on passengers or for the use of services by passengers under the laws, administrative regulations or rules of an entity other than the airport.

4.6.3 If Unicair incurs additional costs or charges not included in the airfare, these will be invoiced separately to the Customer and must be paid in addition to the airfare.

4.7. Any contractual obligations of Unicair are conditional upon their compliance with applicable law and are entered into under the proviso that all necessary permissions as well as necessary landing, departure and traffic rights have been obtained and any regulatory requirements can be complied with. In the event that Unicair is unable to obtain all necessary permissions and/or rights, Unicair shall be entitled to withdraw from the respective contract without any liability to the Customer.

Article 5 Terms of carriage

5.1. Carriage is undertaken on the basis of the written confirmation of order. Unicair will use its best efforts to carry the Passenger and the accompanying persons and the luggage properly and punctually. This requires that the Passenger and the accompanying persons complete all formalities, in particular those specified in Articles 4.1. to 4.2., prior to take-off and carry all necessary documents required for transportation.

5.2. The flight and travel times specified by Unicair cannot be guaranteed. They are merely agreed as expected flight arrival and departures times. Any specifications made in this respect are neither expressly assured by Unicair nor do they constitute fixed times or dates. Due to the specific features of air traffic, in particular the saturation of air space and airports, changes and delays may occur.

5.3. Unicair is entitled to use a different aircraft and to assign the carriage in whole or in part to third parties; however, Unicair will remain responsible for the carriage booked. However, any changes must not unreasonably inconvenience the Customer.

5.4. Unicair is not responsible for interferences that impair the performance of the contract of carriage and/or render its performance impossible, if these interferences are due to circumstances beyond the control of Unicair.

5.5. Impairments of performance of the contract (*Leistungsstörungen*) include in particular adverse weather conditions, impediments by authorities or third parties, official orders saturation of air space or airports, denial of required landing, take-off, traffic-, and flyover rights abroad, natural phenomena, force majeure, pandemics, strikes, riots, blockages, embargoes, significant security risks or war or war-like conditions. Another event falling within the term of impairment of performance of the contract is the significant deterioration of the medical condition of the Passenger after the start of the journey. Under such circumstances, Unicair is entitled to withdraw from the contract of carriage, amend the carriage and/or demand special compensation in the case of extra costs incurred. Unicair is not liable for any resulting damage incurred by the Customer.

5.6. Generally, the captain, in consultation with the physician, has full authority on board and makes the final decision with respect to any and all changes in the course of the carriage. Accordingly, the captain is fully competent to decide on changes to payload and seating capacity, on Passengers and goods, and the loading, distribution and unloading of luggage. Similarly, the captain is authorised to decide whether and how

the flight is undertaken, on any deviations from the intended flight route, and where to land. Furthermore, the captain is entitled to refuse to carry unregistered persons and to cancel or divert a flight immediately whenever necessary. In the abovementioned cases, the Customer shall pay the contractual charter price and bear any additional costs incurred by Unicair in respect of the measures taken in such situation.

Article 6 Refusal to carry on board

6.1. Unicair may refuse carriage or further carriage of a Passenger or any person(s) accompanying him or withdraw from the contract of carriage at its own reasonable discretion if, after due consideration:

6.1.1. the condition of the Passenger differs considerably from the medical report (Art. 4.2.) based on visual observation of the Passenger

6.1.2. this measure is necessary for reasons of security or public policy or to avert infringement of any applicable laws or conditions governing flights from, into or over individual countries;

6.1.3. the carriage potentially causes security or health risks for the Crew or third parties;

6.1.4. the conduct of the Passenger, his condition or mental or physical state, presents a hazard or risk to himself, the accompanying person(s), the Crew or third parties;

6.1.5 the Passenger or any person(s) accompanying him do not appear to have valid travel documents or documents required for entering or leaving a country and/or any required documents according to Articles 4.1. to 4.2.;

6.1.6 the Passenger or any person(s) accompanying him fail to observe the safety requirements of Unicair;

6.2. Unicair shall not be responsible for any resulting damages or for delays resulting from such disturbances.

Article 7 Restrictions on luggage and carriage

7.1. Carriage of luggage is subject to approval by the captain in charge.

7.2. The following items must not be contained in the luggage:

7.2.1. Generally, it is not permitted to carry items that might potentially endanger the aircraft and/ or any persons on board the aircraft. Regarding requirements for carry-on luggage, Unicair makes reference to the relevant legislative provisions, particularly Regulation (EC) No 1546/2006. Unicair will provide detailed information regarding the carrying of luggage upon request.

7.2.2. In particular, the following items must not be included in the luggage of the Passenger and any accompanying person(s):

- Items that might potentially endanger the aircraft or any persons or property on board the aircraft. This includes especially the following items: explosives; compressed gases; oxidizing, radioactive or magnetized materials; materials that are easily ignited; poisonous, offensive or irritating substances, and liquids of any kind (other than liquids in the Passenger's carry-on luggage for his use in the course of the journey);
- items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;

- items which are considered to be unsuitable for carriage because they are dangerous or unsafe or on account of their weight, size or type, or which are of fragile, perishable or delicate nature;
- weapons of any kind, in particular firearms, cut or thrust weapons and sprays. Unicair may, at its discretion, accept firearms for hunting and sporting purposes. Such firearms must be unloaded with the safety lock on.

7.2.3 Unicair is not liable for any items referred to in 7.2.1. and 7.2.2. if these, despite being prohibited, are deliberately included in the Passenger's luggage. The Passenger will be liable for any resulting damages, in particular fines or penalties that Unicair must pay or deposit by reason of the Passenger's failure to comply with the applicable laws, regulations, instructions, documents or travel regulations on entry to or travel through the country concerned.

7.3. The Passenger is obliged to submit to customs inspections of his luggage on request.

7.4. The Passenger is liable for any damages resulting from failure to observe the above provisions. If the above provisions are infringed, Unicair is entitled to refuse carriage.

Article 8 Terms of payment

8.1. The agreed payment terms for the respective contract are laid out in the order confirmation. Unless otherwise agreed, the invoice shall be paid in full immediately upon receipt of the invoice.

8.2. Payment will be deemed to be effective only if Unicair can dispose freely of the sum to be paid.

8.3. If the Customer delays payment, Unicair is entitled to charge the Customer default interest on the delayed amount at the legal interest rate applicable at the time. Unicair reserves the right to claim additional damages caused by the delay. In the event of late or insufficient payment, Unicair is also entitled to cancel the contract of carriage and to charge the Customer the cancellation costs referred to in Art. 11.2 as well as to refuse to carry the Passenger(s) concerned.

Article 9 Liability of Unicair

9.1. Liability for personal injuries

9.1.1. If a Passenger is killed, bodily injured or otherwise sustains damage to his health on board an aircraft or while embarking or disembarking, liability of Unicair for personal injury is subject to

- Regulation (EC) No 2027/97 of 9 October 1997 on air carrier liability in the event of accidents as amended by Regulation (EC) No 889/02 of 13 May 2002;
- in the case of international, i.e., cross-border, carriage within the meaning of the Convention supplemented by the Convention's provisions (primarily the Montreal Convention and, where applicable, the Warsaw Convention); and
- supplemented by the present General Terms and Conditions of Unicair.

9.1.2. There are no financial limits to the liability for Customer or Passenger injury or death. For Passengers' damages up to 128,821 special drawing rights (SDR) (currently approximately EUR 160,650) per Passenger the air carrier cannot contest claims for compensation. Above this amount, Unicair will not be liable if it

can be proven that the damage was not due to an unlawful and faulty act or omission of Unicair or its servants or agents or that it was exclusively due to an unlawful or faulty act or omission of a third party. Unicair will make an advance payment to cover immediate economic needs of the entitled persons.

9.2. Liability for damage to luggage

9.2.1. Liability of Unicair for damages due to destruction, damage and loss of luggage and the Passenger's and the accompanying persons' personal property is subject to

- Regulation (EC) No 2027/97 of 9 October 1997 on air carrier liability in the event of accidents as amended by Regulation (EC) No 889/02 of 13 May 2002;
- in the case of international, i.e., cross-border, carriage within the meaning of the Convention supplemented by the Convention's provisions (primarily Montreal Convention and, where applicable, Warsaw Convention); and
- supplemented by the present General Terms and Conditions of Unicair.

9.2.2. In the case of a carriage undertaken exclusively within the Federal Republic of Germany and in the case of international carriage within the scope of the Montreal Convention, liability is limited to 1,288 special drawing rights for each Passenger (currently approximately EUR 1,606). If the value of the luggage exceeds this amount, the Passenger must fully insure the luggage before the carriage.

9.2.3. If the luggage is damaged, lost, partly lost or destroyed, the Passenger must inform Unicair immediately in writing. If the checked luggage is accepted upon retrieval, it is deemed - unless there is proof to the contrary - that Unicair has handed out the checked luggage undamaged and complete. Scratches, small dents and scuffing do not constitute damage to checked luggage, but are general sings of normal wear and tear. The Passenger must ensure that his luggage is resistant to the foreseeable stresses of air travel.

9.2.4. The liability restrictions do not apply, if Unicair has caused the damage deliberately or recklessly.

9.3. Damages caused by delay, denied boarding and cancellation

If boarding has been unreasonably denied, or if a flight has been considerably delayed or cancelled, the Passenger will receive compensation under the provisions laid down in Regulation (EC) No 261/2004 if the legal requirements for such measures are fulfilled.

9.4. Supplementary provisions for all cases of liability, unless otherwise provided for in the preceding paragraphs or in provisions of the Convention

9.4.1. The liability of Unicair shall not exceed the amount of proven damages under any circumstances.

9.4.2. Unicair is only liable for indirect or consequential damages when such damage was caused by gross negligence or wilful misconduct. This does not apply to indirect or consequential damages resulting from personal injury or death or deterioration to the health of a person caused by negligent breach of duty by Unicair.

9.4.3. Any liability of Unicair for any damages incurred on the occasion of or in consequence of the illness and/or the underlying ill-health of the Passenger to be carried shall be excluded. Equally, Unicair shall not be liable if the damage incurred is caused by misdiagnosis and/or medical malpractice and any other

medical error. In particular, Unicair will not be liable for any actions or omissions of the Crew.

9.4.4. For any negligence on the part of the Passenger which causes or contributes to the damage, the applicable provisions pertaining to the exclusion or reduction of the liability for damages in case of contributory negligence of the injured Passenger apply. The same applies if the Passenger fails to avoid or mitigate the damage.

9.4.5. Unicair is not liable for any damage arising from its compliance with any laws or from failure of the Customer to comply with the same.

9.4.6 Unicair is not liable for the cancellation or delay of a flight if this was not directly caused by gross negligence or wilful misconduct on the part of Unicair. In particular, Unicair is not liable for events beyond its reasonable control, such as adverse weather conditions, impediments by authorities or third parties, official orders, congestion of airspace or airports, the non-granting of necessary landing, take-off, traffic and overflight rights abroad, natural events, force majeure, pandemics, strikes, riots, blockades, embargoes, significant security risks or war or war-like conditions. Unicair is also not liable for the actions of other airlines, security and ground handling companies and their agents, or for personal belongings left by Passengers on board the aircraft.

9.4.7 The exclusion and limitation of Unicair's liability shall apply mutatis mutandis to its employees, agents and other representatives whose assistance Unicair uses in the performance of the air ambulance flight (including their employees and agents). The total amount of damages payable by Unicair and such persons shall not exceed the limits of liability applicable to Unicair.

9.4.8. Any right to damages will be extinguished if an action is not brought within two years. The period is reckoned from the date of arrival of the aircraft at the destination or from the date on which the aircraft ought to have arrived or from the date on which the carriage stopped.

Article 10 Customer's liability

10.1 The Customer is responsible for providing Unicair with correct and complete information and documentation in accordance with Art. 4.1 and Art. 4.2. Furthermore, the Customer is responsible for ensuring that the Passenger is in possession of all required travel documents in accordance with Art. 4.2. In the event the aircraft is not able to depart from the place of departure at the scheduled time or during stopovers due to Passenger or luggage not being ready for boarding in time, or missing travel or other documents required for carriage or due to other actions or omissions of the Customer, its employees or agents, the Customer shall compensate Unicair for demurrage charges incurred at the respective airport and any extra fees for additional ground time and flight time. In addition, the Customer shall reimburse Unicair for any additional costs proven to the Customer, which are incurred by Unicair in connection with the delay or cancellation of a flight due to the reasons set forth above.

10.2 The Customer is also liable to Unicair for all costs incurred in connection with a Passenger who does not comply with all the legal requirements of the country of departure, the countries flown over and the country of destination.

Article 11 Cancellations/Re-routing/Rebookings

11.1. Cancellation of the booked flight by Customer must be made in writing to Unicair before pick-up of the Passenger. Written withdrawal from the contract may be effected through letter, email or fax.

11.2. If the Customer withdraws from and cancels the contract, cancellation fees are payable in accordance with the following table:

- in the event of cancellation after conclusion of the contract of carriage but at least 7 days before the scheduled 1st departure date: a flat rate of 10% of the airfare (but at least EUR 500.00)
- in the event of cancellation less than 7 days but at least 48 hours before the scheduled 1st departure date: a flat rate of 25 % of the airfare
- in the event of cancellation less than 48 hours but at least 24 hours before the scheduled 1st departure: a flat rate of 50% of the airfare
- in the event of cancellation less than 24 hours before the scheduled 1st departure time or if the air ambulance flight has already commenced: a flat rate of 100 % of the airfare.

The aforementioned time periods refer to the time of Unicair's receipt of the written cancellation notice. The date of the positioning flight is considered as the 1st departure date.

11.3. The cancellation fees (Art. 11.2) represent liquidated damages; Unicair expressly reserves the right to claim reimbursement for costs incurred. However, the Customer is entitled to provide evidence that Unicair incurred no damage or significantly less than the amount of liquidated damages set forth hereunder.

11.4 If the Customer wishes to change the routing or has any other rebooking requests, this is subject to the acceptance of such changed services by Unicair and subject to the availability of the aircraft and crew as well as the granting of all necessary permits, landing, take-off and traffic rights. The Customer may have to pay a higher airfare for this and, in such a case, pay Unicair the difference owed accordingly immediately upon receipt of the invoice.

Article 12 Withdrawal from the contract of carriage

12.1 Unicair may, without prejudice to its rights and without being obliged to pay damages, withdraw from the contract of carriage at any time for good cause, e.g. if

12.1.1. insolvency proceedings are opened against the Customer or the Customer's assets or the Customer is in other serious financial difficulties; or

12.1.2. force majeure or other disruption of service for which Unicair is not responsible (Art. 5.4 and Art.5.5) prevents the flight from being performed; or

12.1.3. the German Foreign Office has published current travel warnings and security advisories for the country of destination which may endanger the aircraft or the passenger; or

12.1.4. the aircraft is not operational for unexpected technical reasons (AOG).

12.2 Unicair shall not be liable for any damage resulting therefrom or for any delay caused by such cancellation. Unicair is also not obliged to offer a later flight.

Article 13 Data protection

13.1 The Customer acknowledges having provided Unicair with personal data and medical records for the following purposes: to make flight bookings, to purchase ancillary services where applicable, to complete immigration formalities and to transmit such data to the relevant authorities and other service providers (crew, ground ambulances, hospitals) in connection with the operation of the air ambulance flight.

13.2 The Customer authorises Unicair to disclose such data and medical records to its own offices, authorised agents, domestic and foreign authorities, other airlines and other providers of the aforementioned services for the fulfilment of the aforementioned purposes.

13.3 The Customer will also ensure that the Passenger receives the following information on data protection and data processing of his/her personal data and health data and consents to the necessary processing of such data (including by Unicair).

Article 14 Place of Jurisdiction and Declaration on Consumer Mediation

14.1 As far as the Customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all legal disputes is Idstein, Federal Republic of Germany. However, Unicair is also entitled - at its discretion - to bring an action at the general place of jurisdiction of the Customer.

14.2 Unicair is neither willing nor obliged to participate in a dispute resolution procedure before a consumer mediation board.

Article 15 Miscellaneous

15.1 If any provision of these General Terms and Conditions is or becomes invalid or void, the remaining provisions remain unaffected. The parties agree to replace any invalid or void provision by a valid provision, which is as similar as possible to the invalid or void provision.

15.2. All agreements made between Unicair and the Customer having regard to the performance of the contract must be made in writing. Any changes to this agreement must also be made in writing. The same applies to the revocation of the requirement of the written form.

Status: February 2022, Unicair reserves the right to modify these General Terms and Conditions

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Article 16 Fulfilment of legal information requirements by Unicair

16.1. Ancillary Notice according to Regulation (EC) No 2027/97 as amended by Regulation (EC) No 889/02

This is a notice required by Regulation (EC) No 889/2002. This notice may not be used as a basis for a claim for compensation, nor to interpret the provisions of the Montreal Convention. Since Unicair is legally required to communicate this notice it does not form part of the contract of carriage between Unicair and the Customer.

"ANNEX

Air carrier liability in respect of passengers and their baggage: This information notice summarises the liability rules applied by European Community air carriers as required by European Community legislation and the Montreal Convention.
Compensation in case of death or injury: There are no financial limits to the liability for passenger injury or death. For damages up to 128,821 SDRs (approximate amount in local currency) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.
Advance payments: If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximate amount in local currency).
Passenger delays: In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 5,346 SDRs (approximate amount in local currency).
Baggage delays: In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,288 SDRs (approximate amount in local currency).
Destruction, loss or damage to baggage: The air carrier shall be liable for destruction, loss or damage to baggage up to 1,288 SDRs (approximate amount in local currency). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.
Higher limits for baggage: A passenger may benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.
Complaints on baggage: If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the Passenger's disposal. Liability of contracting and actual carriers: If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.
Time limit for actions: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.
Basis for the information: The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the European Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the member states of the European Community."

16.2. Notice according to Regulation (EC) No 261/2004 Passenger Rights

This is a notice required by Regulation (EC) No 261/2004. This notice may not be used either as a basis for a claim for compensation, or to interpret the provisions of the Montreal Convention. Since Unicair is legally required to communicate this notice it does not form part of the contract of carriage between Unicair and the Customer.

"In the event of denied boarding and of cancellation or delay of at least 2 hours of flights, you are entitled to the following rights under the aforementioned Regulation. Although this notice is required, it may not be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention. The rights under this Regulation apply on the condition that you have a confirmed booking on the flight concerned and you have presented yourself for check-in as stipulated and at the time indicated or, if no time is indicated, not later than 45 minutes before the scheduled departure time. Regulation (EC) No 261/2004 shall not apply to passengers travelling free of charge or at a reduced fare not available directly or indirectly to the public. If a flight is delayed for two hours or more in the case of flights of 1500 kilometres or less, or for three hours or more in the case of flights between 1500 and 3500 kilometres; or for four hours or more in the case of flights of more than 3500 kilometres, you have a right to

care in the form of meals and refreshments depending on the class of carriage booked and in a reasonable relation to the waiting time, two telephone calls, telex or fax messages, or e-mails and hotel accommodation in cases where the flight continues on the day after the scheduled carriage. If the provision of the care would itself cause further delay, you are not entitled hereto. If a flight is delayed for more than 5 hours you have the right to withdraw from the carriage and to reimbursement of the full cost of the ticket price within seven days, if the flight is no longer serving any purpose in relation to your original travel plan due to the delay and return to the first point of departure where appropriate. In the case of overbooking you have a right to care. In addition, we will offer you re-routing at comparable transport conditions to the airport of final destination. If you refrain from carriage, you are entitled to reimbursement of the full cost of the ticket price. In any event you are entitled to compensation, depending on the distance of the flight. For all flights of 1 500 kilometres or less, the compensation amount is 250 EUR per passenger, for all flights between 1 500 and 3 500 kilometres 400 EUR and for flights of more than 3500 kilometres 600 EUR. You may choose between a cash payment or a travel voucher. If we offer you re-routing to the airport of final destination and the arrival time does not exceed 2 or 3 or 4 hours respectively, depending on the distance, the compensation will be reduced by 50%. There will be not entitlement to the aforementioned benefits if you were denied boarding under the above or the following provisions. In case of cancellation of a scheduled flight you have the same rights to care and compensation as well as to reimbursement of the full cost of the ticket price as in the case of denied boarding under the aforementioned conditions. A claim to the aforementioned rights is excluded where the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken. A claim to compensation is furthermore excluded if we inform you of the cancellation at least two weeks before the scheduled time of departure; or between two weeks and 7 days before the scheduled time of departure, provided that departure is delayed by no more than 2 hours before the scheduled time of departure and the final destination is reached less than 4 hours after the scheduled time of arrival, or less than 7 days before the scheduled time of departure if departure is delayed by no more than 1 hour before the scheduled time of departure and the final destination is reached less than 2 hours after the scheduled time of arrival. Unicair is entitled to declare that any compensation granted for compensation claims, irrespective of their legal grounds, may be deducted."

PRIVACY AND DATA PROTECTION NOTICE

The EU General Data Protection Regulation (GDPR), which entered into force on 25 May 2018, is a Regulation of the European Union, which harmonises the rules for the publication of personal data by private organisations and public agencies in the EU. It is intended to ensure that personal data is protected throughout the entire EU. Personal data, as defined in this privacy notice, means all information that is capable of identifying you. We take the protection of personal data very seriously. We will only process your personal data in conformity with the relevant statutory data protection requirements. This particularly includes data concerning our contractual relationship that are to be collected on the basis of the law or a contractual agreement.

1. Name and contact data of the data controller and the company data protection officer

This privacy notice applies to the data processing by:

Controller: Unicair GmbH, Walramstr. 21, 65510 Idstein, Germany, Email: r.petersen@unicair.eu, Phone: +49 (0) 27 36 / 44 28-0, Fax: +49 (0) 27 36 / 44 28-50, Website: https://unicair.eu

We have appointed a data protection officer for our company:
E-mail: datenschutz@unicair.eu

2. Collection and storage of personal data

We will process personal data, which we receive from you or other data subjects in the course of our business relationship or during the acquisition of business. Additionally, insofar as this is required to provide our services, we process personal data that we legally obtain from publicly available sources (e.g. aircraft registers, record of debtors, register of companies, firms or associations, press, Internet) or which are legitimately transferred to us from other enterprises of the Air Alliance Group or by other third parties (e.g. a credit agency).

We will generally collect the following personal data:

- Personal details (title, first name, last name)
- For legal entities, we will additionally collect the company number, the registered court and the register number as well as the VAT identification number
- Email address
- Address or other contact data
- Telephone number (landline and/or mobile) and fax number
- Data concerning health as defined in section 9 (1) GDPR
- Nationality

Furthermore, this may also include data that are necessary for the performance of the contract or to carry out pre-contractual measures. For example, these may include order data (e.g. payment transaction), data from the performance of our contractual obligations (e.g. sales data during transactions) and information regarding your financial situation (e.g. creditworthiness data, scoring or rating data) and other data that are comparable to the above categories.

3. Purpose of the data processing and the legal basis

We will process personal data in conformity with the provisions of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (*Bundesdatenschutzgesetz*/ BDSG)

a) to meet our contractual obligations (Art. 6 (1) (b) GDPR)

The data is primarily processed,

- to be able to identify our (potential) contracting partner;
- to fulfil mutual contractual obligations or to be able to carry out necessary pre-contractual measures;
- in particular relating to the planning and contractual implementation of an air ambulance flight;
- for the purposes of communicating with you and
- for invoicing.

The data is processed at your request and in accordance with Art. 6 (1) 1st sentence (b) GDPR, it is necessary for the above purposes, for the performance of a contract to which you are party or in order to take steps prior to entering into the contract.

b) for the purposes of the legitimate interests (Art. 6 (1) (f) GDPR)

Where necessary, we may process your data beyond the actual performance of the contract for the purposes of the legitimate interests pursued by us or by a third party.

Examples include:

- Consultation with and sharing of data with credit agencies (e.g. SCHUFA) to determine creditworthiness and/or default risks;
- Advertising, market and opinion research, insofar as you have not objected to the use of your data,
- Establishment of legal claims and defence of legal disputes;
- Guaranteeing the safety of our IT and our IT operations;
- Measures to control the business and for the further development of services and products.

c) based on your consent (Art. 6 (1) (a) GDPR)

Insofar as you have given us consent to process personal data for specific purposes (e.g. photographs during events, newsletter dispatch), the lawfulness of this processing exists on the basis of your consent. Your consent can be withdrawn at any time. The withdrawal of consent will only take effect in the future and shall not affect the lawfulness of the data processed before the withdrawal.

d) based on your consent (Art. 9 (2) (a) GDPR)

In accordance with Art. 9 (2) (a) GDPR, the processing of personal data as defined in Art. 9 (1) GDPR, such as the processing of data concerning your health for the planning and implementation of the air ambulance flight, is only admissible with your explicit consent insofar as you are legally and physical capable of giving this consent.

Your consent can be withdrawn at any time. The withdrawal of consent will only take effect in the future and shall not affect the lawfulness of the data processed before the withdrawal.

4. Storage and erasure of the data

We will process and store your personal data as long as this is necessary to meet our contractual and legal obligations.

If the data are no longer required for the performance of our contractual or legal obligations, they will be regularly erased, unless the - limited - further processing is necessary for the following purposes:

- To comply with retention duties under commercial and tax law, which may arise under the German Commercial Code (*Handelsgesetzbuch/* HGB) or the Tax Code (*Abgabenordnung*/ AO). The predetermined retention and/or documentation periods are generally two to ten years.
- To preserve evidence during the statutory limitation periods. In accordance with sections 195 et seqq. German Civil Code (*Bürgerliches* Gesetzbuch/ BGB), these statutory limitation periods may be up to 30 years, whereas the standard limitation period is 3 years.

5. Transfer of data to third parties

A transfer of your personal data to third parties will not be made for any other purposes than those listed in the following.

Insofar as this is necessary, in accordance with Art. 6 (1) GDPR, for the performance of the contract with you and/or for the proper preparation and implementation of an air ambulance flight, your personal data, including data concerning your health, will be transferred to third parties. These particularly include service providers or contracting partners, which we use during commissioned data processing. Thus the legal basis of the processing and the provision of your personal data is that the processing is necessary for the performance and implementation of the contract

Insofar as service providers are not acting on our behalf in the context of commissioned data processing, for instance cooperation partners associated with the performance of air ambulance flights, the legal basis of the transfer of the personal data, including data concerning your health, is that the services of third parties are necessary to ensure the optimised and efficient performance of the contract with you and/or to comply with our contractual duties.

Other data recipients may include agencies for which you have given consent to the data transfer or where the transfer of personal data is lawful for the purposes of legitimate interests.

6. Rights of data subjects

You have the right:

- in accordance with Art. 7 (3) GDPR, to withdraw your consent to the processing of personal data at any time. This has the consequence that we will no longer be allowed to continue the data processing based on this consent in the future;

- in accordance with Art. 15 GDPR, to obtain from us information about the personal data concerning you that is being processed. In particular, you may obtain information about the purposes of processing, the categories of personal data concerned, the categories of recipients to whom the personal data have been or will be disclosed, the envisaged period for which the personal data will be stored, the right to request rectification or erasure of personal data or restriction of processing of personal data or to object to such processing, the right to lodge a complaint; where the personal data are not collected by us, any available information as to their source and the existence of automated decision-making, including profiling and, if applicable, the significance of such processing;

- in accordance with Art. 16 GDPR, to obtain from us without undue delay the rectification of inaccurate personal data concerning you or to have incomplete personal data completed;

- in accordance with Art. 17 GDPR, to obtain from us the erasure of personal data concerning you, unless the processing is necessary for exercising the right of freedom of expression and information, for compliance with a legal obligation, if it is in the public interest or if it is necessary for the establishment, exercise or defence of legal claims;

- in accordance with Art. 18 GDPR, to obtain from us restriction of processing of personal data concerning you if you have contested the accuracy of the personal data, the processing is unlawful but you oppose the erasure of the personal data and we no longer need the personal data but you require them for the establishment, exercise or defence of legal claims, or if you have objected to processing pursuant to Art. 21 GDPR;

- in accordance with Art. 20 GDPR, to obtain from us personal data concerning you, which you provided to us in a structured, commonly used and machine-readable format and you have the right to transmit those data to another controller, and

- in accordance with Art. 77 GDPR, to lodge a complaint with a supervisory authority. Generally, you can contact the supervisory authority competent for your habitual residence or place of work or our registered offices for this purpose.

7. Specific right to object

In accordance with Art. 6 (1) 1st sentence (e) GDPR (processing is necessary in the public interest) and Art. 6 (1) 1st sentence (f) GDPR (data processing for the purposes of the legitimate interests), you have the right to object to the processing of your personal data at any time, if there are compelling reasons based on your specific situation.

If you object, we will not continue to process your personal data unless we can substantiate legitimate interests for the processing, which will prevail over your interests, rights and liberties, or if the processing is necessary for the establishment, exercise or defence of legal claims.

If you would like to use your right to object, please send an email to datenschutz@unicair.eu

8. Right to withdraw the declaration of consent under data protection law

You have the right to withdraw your consent given under data protection law at any time. The withdrawal of consent will not affect the lawfulness of processing based on the consent before its withdrawal.