

MY OPS LLC

General Terms and Conditions of Sale

Effective date: 01 September 2025 — Version 1.0

These General Terms and Conditions of Sale (the “**Terms**”) govern the provision of trip support, ground handling coordination, FBO services, fuel coordination, permits, slot management, and any other business aviation services (collectively, the “**Services**”) supplied by **MY OPS LLC**, a limited liability company organized under the laws of the State of Wyoming, United States of America (the “**Company**” or “**MY OPS**”), to any operator, broker, owner, agent, or other person requesting such Services (the “**Client**”).

By placing an order, sending a request for quotation, confirming a quote, or paying any invoice issued by MY OPS, the Client unconditionally accepts these Terms in their entirety. Any general terms of the Client are expressly excluded unless accepted in writing by an authorized officer of MY OPS.

1. Definitions

“**Booking**” means a confirmed order placed by the Client for one or more Services in relation to a specific flight operation.

“**Pre-Booking**” means the initial confirmation of a Booking against a quotation, including payment of the Pre-Booking amount referred to in Section 4.

“**Pre-Booking Amount**” means the amount stated in the quotation and invoiced by MY OPS prior to the operation, representing an advance payment on account of the final invoice. It is not a fixed-price commitment, deposit, or maximum cap on the Client’s liability.

“**Operation**” means the flight or ground event for which the Services are provided.

“**Final Invoice**” means the invoice issued by MY OPS after the Operation, reflecting the actual costs incurred and the Services actually rendered.

“**Supplier**” means any FBO, handler, fueler, caterer, transport provider, authority, or any other third party engaged or coordinated by MY OPS in the performance of the Services.

2. Scope of Services

MY OPS acts as a coordinator and intermediary between the Client and Suppliers. Unless expressly stated otherwise in writing, MY OPS does not itself operate aircraft, provide ground handling, dispense fuel, or perform any regulated aviation activity. Services are provided in a coordination, brokerage, and trip-support capacity only.

MY OPS uses commercially reasonable efforts to select competent Suppliers but does not guarantee the performance of any Supplier and acts as an agent of the Client for the purpose of

contracting with Suppliers, save where MY OPS expressly invoices the underlying service in its own name.

3. Quotations and Orders

3.1 All quotations issued by MY OPS are estimates based on the information provided by the Client and the rates communicated by Suppliers at the time of quotation. Quotations are valid for seventy-two (72) hours unless otherwise stated.

3.2 Quotations are subject to availability, slot allocation, permit issuance, weather, regulatory changes, fuel-price fluctuations, currency variations, and any other factor outside the reasonable control of MY OPS. Final amounts may differ from the quotation.

3.3 A Booking is deemed confirmed only upon (i) written acceptance by the Client of the quotation, and (ii) receipt by MY OPS of cleared funds in respect of the Pre-Booking Amount, unless MY OPS has expressly granted credit terms in writing.

4. Pre-Booking, Final Invoice, and Additional Charges

This Section 4 is a material term of the Terms and the Client expressly acknowledges and accepts it.

4.1 Nature of the Pre-Booking. Payment of the Pre-Booking Amount constitutes an advance payment on account of the Services to be rendered. **It is not a fixed-price quotation, not a lump-sum, and does not cap the Client's financial liability.** It is paid in order to secure the Booking, engage the Suppliers, and cover the initial commitments made by MY OPS on behalf of the Client.

4.2 Final Invoice after the Operation. After completion of the Operation, MY OPS will issue a Final Invoice which may include, without limitation:

- the difference between the Pre-Booking Amount and the actual costs invoiced by Suppliers;
- any service, item, supply, ground movement, fueling, catering uplift, transport, permit, slot fee, overtime, parking, hangarage, de-icing, security, customs, cleaning, lavatory, water, GPU, ASU, or other ground operation actually rendered;
- any additional Service requested before, during, or after the Operation by the Client, the operator, the crew, the passengers, or any person reasonably appearing to act on their behalf;
- any cost arising from changes to the schedule, route, aircraft, crew, passengers, or special requests;
- any tax, levy, fuel surcharge, currency adjustment, bank charge, or regulatory cost applied by Suppliers or authorities;
- any cost incurred by MY OPS in connection with the Operation that was not foreseeable at the time of the Pre-Booking.

4.3 Payment of the Final Invoice. The Final Invoice is payable in full, in the currency stated thereon, within seven (7) days of issuance, by bank transfer to the account indicated by MY OPS. The Client expressly waives any right to set off, deduct, or withhold any amount from the Final Invoice.

4.4 No refund of the Pre-Booking Amount. Where the actual costs are lower than the Pre-Booking Amount, MY OPS will credit the balance to the Client's account or, at MY OPS' discretion, reimburse the balance by bank transfer within thirty (30) days. No interest is due on any such balance.

4.5 Disputes. Any dispute regarding the Final Invoice must be raised in writing within seven (7) days of issuance, failing which the Final Invoice is deemed accepted in full.

5. Prices, Taxes, and Currency

5.1 Prices are stated exclusive of all taxes, duties, fees, and levies, which shall be borne by the Client.

5.2 Unless otherwise stated, invoices are issued in United States Dollars (USD) or Euros (EUR). Payments must be made in the currency of the invoice. Bank charges, intermediary bank fees, and currency conversion costs are borne by the Client.

5.3 MY OPS reserves the right to pass through any Supplier price increase, fuel surcharge, currency adjustment, or regulatory cost that occurs between the quotation and the date of the Final Invoice.

6. Payment Terms

6.1 The Pre-Booking Amount is payable immediately upon receipt of the corresponding invoice and in any event prior to the Operation. MY OPS reserves the right to suspend or cancel the Services if the Pre-Booking Amount has not been received in cleared funds in time to engage the Suppliers.

6.2 Late payment of any invoice automatically gives rise, without prior notice, to (i) interest at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is lower, accruing daily from the due date until full payment, and (ii) a fixed recovery indemnity of forty (40) Euros (or USD equivalent) per overdue invoice, without prejudice to any further damages or recovery costs.

6.3 In the event of late payment, MY OPS may also (i) suspend the performance of any other Services for the Client, (ii) require advance payment in full of any future Booking, and (iii) refer the matter to a collection agency or legal counsel at the Client's cost.

7. Cancellation and No-Show

7.1 If the Client cancels a Booking, the Client shall remain liable for (i) all costs already incurred or committed by MY OPS with Suppliers, (ii) all cancellation fees applied by Suppliers, and (iii) a coordination fee equal to the coordination component of the Pre-Booking Amount.

7.2 Any amount remaining after deduction of the above will be credited to the Client or refunded at MY OPS' discretion.

7.3 No-show, late cancellation, or failure of the Operation to take place for reasons not attributable to MY OPS shall be treated as a cancellation under this Section 7.

8. Obligations of the Client

8.1 The Client shall provide MY OPS, in a timely manner, with all information necessary for the performance of the Services, including aircraft registration, crew details, passenger details, schedule, ground requirements, and any special request.

8.2 The Client warrants that it has the authority to place the Booking on behalf of the operator and/or the owner of the aircraft, and to commit them to these Terms.

8.3 The Client is responsible for ensuring that the aircraft, the crew, the passengers, and the Operation comply with all applicable laws, regulations, permits, insurance requirements, and Supplier conditions.

9. Liability

9.1 MY OPS performs the Services with the diligence reasonably expected of a professional trip support coordinator. MY OPS is under an obligation of means (*obligation de moyens*), not of result.

9.2 To the maximum extent permitted by applicable law, the aggregate liability of MY OPS to the Client for any and all claims arising out of or in connection with a Booking, whether in contract, tort, or otherwise, is limited to the total amount actually invoiced by MY OPS to the Client for the relevant Booking, excluding any amount paid through to Suppliers.

9.3 MY OPS shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including loss of profits, loss of business, loss of opportunity, loss of reputation, or loss of data.

9.4 MY OPS shall not be liable for the acts, omissions, errors, delays, defaults, insolvency, or fault of any Supplier, authority, or third party. The Client's recourse for any such matter is against the relevant Supplier directly.

9.5 Nothing in these Terms limits any liability that cannot be limited under applicable law, including liability for gross negligence or willful misconduct.

10. Force Majeure

Neither party shall be liable for any failure or delay in performance caused by an event beyond its reasonable control, including without limitation acts of God, war, terrorism, civil unrest, strike, labor dispute, pandemic, epidemic, governmental act, airspace closure, airport closure, slot restriction, permit denial, weather, fuel shortage, cyberattack, or failure of telecommunications or banking systems. The affected party shall notify the other party promptly and shall use commercially reasonable efforts to mitigate the effects of the event.

11. Confidentiality and Data Protection

11.1 Each party shall keep confidential all non-public information received from the other party in connection with the Services and shall use such information solely for the performance of the Services.

11.2 MY OPS processes personal data of crew, passengers, and contacts solely for the purpose of providing the Services and complying with applicable law. MY OPS implements reasonable technical and organizational measures to protect such data.

12. Intellectual Property

All intellectual property rights in any quotation, document, tool, platform, software, or material provided by MY OPS remain the exclusive property of MY OPS. The Client is granted a non-exclusive, non-transferable, revocable license to use such material solely for the purpose of the Services.

13. Sanctions and Compliance

13.1 The Client warrants that it, its operator, owner, crew, passengers, and beneficial owners are not subject to any economic sanction, embargo, or restrictive measure imposed by the United States, the European Union, the United Kingdom, the United Nations, or any other competent authority.

13.2 MY OPS may at any time refuse, suspend, or terminate any Booking, without liability, if it reasonably determines that the performance of the Services would or could violate any applicable sanction, embargo, anti-money-laundering, anti-bribery, or export-control regulation.

14. Termination

14.1 MY OPS may terminate any Booking or the contractual relationship with the Client with immediate effect, without notice and without liability, in the event of (i) non-payment of any invoice when due, (ii) breach by the Client of any material provision of these Terms, (iii) insolvency, bankruptcy, or analogous proceedings of the Client, or (iv) circumstances falling under Section 13.

14.2 Termination is without prejudice to any sum due to MY OPS at the date of termination and to any right of MY OPS to claim damages.

15. Assignment

The Client may not assign, transfer, or subcontract its rights or obligations under these Terms without the prior written consent of MY OPS. MY OPS may freely assign or subcontract its rights or obligations.

16. Notices

Any formal notice shall be sent in writing by email to the address used by the parties for the operational correspondence, with confirmation copy to **legal@myops-aero.com** for notices to MY OPS.

17. Severability — Waiver — Entire Agreement

17.1 If any provision of these Terms is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

17.2 The failure or delay of MY OPS to enforce any provision of these Terms shall not constitute a waiver of such provision or of any other right.

17.3 These Terms, together with the quotation accepted by the Client and any written agreement signed by MY OPS, constitute the entire agreement between the parties regarding the Services and supersede any prior understanding or representation.

18. Governing Law and Jurisdiction

18.1 These Terms and any contractual or non-contractual obligation arising out of or in connection with them are governed by, and shall be construed in accordance with, the laws of the **State of Wyoming, United States of America**, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

18.2 Any dispute arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the competent state or federal courts located in the State of Wyoming, United States of America. The Client expressly waives any objection based on *forum non conveniens* or lack of personal jurisdiction.

MY OPS LLC

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