



Main Service Agreement

MAIN SERVICE AGREEMENT

1. Introduction

This Main Service Agreement (“Agreement”) is a legal agreement between the Customer (“You” or “Customer”) and Michigan Helicopters LLC, a Michigan Limited Liability Company (“Company”). This Agreement outlines the terms and conditions of the Company’s Services with the Customer. Collectively you and the Company shall be referred to as the “Parties” herein.

BY ENTERING INTO THIS AGREEMENT, THE PARTIES AGREE TO BINDING ARBITRATION OF ALL DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT AS SET FORTH IN THE ARBITRATION SECTION BELOW. PLEASE READ THAT SECTION CAREFULLY.

1.1. Linked Agreements

This Agreement is linked to the following agreements (“Linked Agreements”), all of which are governed by the terms and conditions set forth in this Agreement:

- a. Air Charters and Tours Service Agreement
- b. Helicopter Training and Student Helicopter Rental Service Agreement
- c. Aircraft Maintenance, Repair, and Overhaul (“MRO”) Service Agreement
- d. Privacy Policy

When referring to “this Agreement,” such reference means this Agreement and any linked agreements.

1.2. Acceptance and Effective Date

This Agreement shall become effective (“Effective Date”) and binding upon:

- a. The date of signature to this Agreement by both Parties, whether written or electronic; or
- b. In instances where the Customer submits acceptance electronically under a clickwrap arrangement, the Effective Date shall be the moment the Company processes a payment charge from the Customer. Prior to such a charge, the agreement remains subject to the Company’s final review and may be rejected at its discretion.

The parties acknowledge that the electronic acceptance of this Agreement through a clickwrap arrangement shall be legally binding and shall have the same force and effect as a paper signing of the Agreement.

1.3. Parent/Guardian Authorization

If the Customer is under the age of 18, a parent or legal guardian (“Authorized Representative”) must authorize the Customer’s participation in Services provided by the Company. By signing this

Agreement, the Authorized Representative hereby consents to all terms and conditions on behalf of the minor Customer and assumes full responsibility for the minor's compliance with this agreement.

The Authorized Representative agrees to be financially responsible for any costs, damages, or liabilities incurred by the minor Customer related to the services provided by the Company, including but not limited to maintenance, repair, and overhaul services, property damage, and fees associated with any breaches of this Agreement.

The Authorized Representative grants the Company permission to administer first aid or to seek emergency medical treatment for the minor Customer in the event of an incident or accident during the provision of services if the Authorized Representative is unavailable. The Authorized Representative agrees to bear any costs associated with such medical treatment, except where such costs are covered by the Company's insurance policy.

The Authorized Representative acknowledges that this Agreement, along with all Linked Agreements, constitutes a complete and binding legal agreement between the minor Customer, the Authorized Representative, and the Company, and agrees to the binding arbitration section as detailed in this Agreement.

The Company reserves the right to request verification of the identity and legal authority of the Authorized Representative. The Authorized Representative agrees to provide such verification as requested.

1.4. Continuity of Agreement

The Customer, including its Authorized Representative, expressly agrees and acknowledges that this Agreement, together with all Linked Agreements, shall remain in continuous effect and govern all future transactions, reservations, bookings, or services provided by the Company to the same Customer, without requiring repeated execution or printing of separate agreements for each transaction. Each subsequent transaction, reservation, or booking made by the Customer constitutes an express reaffirmation of the Customer's consent to and acceptance of all terms and conditions outlined in this Agreement. This continuity remains in effect unless expressly terminated by either Party in accordance with the termination provisions of this Agreement.

2. Definitions

- a. "Aircraft" refers to any helicopter or aircraft owned, leased, operated, or maintained by the Company.
- b. "Customer" refers to the individual or entity entering into this Agreement and participating in Aircraft Activities, including their heirs or assigns. This includes any person on whose behalf the Customer has authority to act, purchase, or reserve Aircraft Activities. The Customer represents and warrants that they have communicated all terms of this Agreement to such participants, including those participating in Air Tours.
- c. "Released Parties" refers to Michigan Helicopters LLC, Contact Aviation LLC, Ethos Copters LLC, and their respective affiliates, officers, employees, agents, instructors, pilots, and staff.

- d. "Aircraft Activities" include flying aircraft, flight instruction, aircraft rental, aircraft maintenance, operations, embarking, disembarking, Air Tours, and all related activities.
- e. "Flight Instructor" refers to any individual authorized by the Company to provide flight instruction or oversight during Aircraft Activities, including but not limited to the Chief Pilot, Chief Flight Instructor, Pilot in Command, co-pilots, certified flight instructors, or any other pilots affiliated with the Released Parties.

3. Company's Services

3.1. General Description of Services

The Company provides comprehensive helicopter services and operates with a fleet of well-maintained helicopters, staffed by experienced FAA licensed pilots and certified mechanics, to ensure safe and reliable services ("Services").

3.2. Scope of Services

The Company's Services are outlined in greater detail in the respective Linked Agreements and in the below listed website pages:

- a. Aircraft Training: <https://mihelo.com/training>
- b. Air Charters and Tours: <http://www.airtaximi.com/>

3.3. Customer Representations and Action Requirement

a. English Proficiency

The Customer represents and warrants that he or she possesses sufficient proficiency in the English language to understand all verbal and written instructions, safety protocols, operational procedures, and communications by the Company during the provision of Services. The Customer acknowledges that effective communication is essential for safety and the proper execution of Aircraft Activities. If, at any time, the Company determines that the Customer's English proficiency is inadequate for these purposes, the Company reserves the right to suspend or terminate the provision of Services until adequate proficiency is demonstrated or a qualified interpreter, approved by the Company, is provided at the Customer's expense.

b. Action Requirement

The Customer agrees to undertake any actions the Company requests to enable the efficient provision of Services. The Company may notify the Customer of matters requiring Customer action, which may include confirmations, approvals, or responses delivered through email, paper, or orally. The Customer is responsible for responding to such notifications in a timely manner.

If the Customer fails to respond to the Company's notifications, the Customer acknowledges that:

- a. The Company may be unable to perform services contingent on the Customer's input or approval, which may result in delays or interruptions of scheduled Services, including but not limited to tours, training, charters, maintenance, rentals, or repairs provided under this Agreement.
- b. Any delay or interruption in Service, including operational disruptions, rescheduling fees, safety concerns, or regulatory compliance issues arising due to the Customer's lack of response, shall be solely the responsibility of the Customer.
- c. The Company reserves the right to close any pending service requests, bookings, or maintenance tasks if the Customer fails to respond within a reasonable timeframe. Closure of a request or task does not imply resolution of the underlying issue, nor does it absolve the Customer from obligations under this Agreement or from the consequences of unresolved issues.

If Service has been interrupted or adversely affected due to the Customer's failure to act or communicate, reinstatement or rescheduling of the Service shall be at the Company's discretion and may incur additional fees.

4. Payment Terms

4.1. Pricing and Costs

The Customer shall be obligated to pay for the Services in accordance with the pricing, costs, and payment terms specified in this Agreement and each respective Linked Agreement. The cost of Services will vary depending on the type of flight. All payments shall be made in full and in a timely manner. Failure to make timely payments may result in suspension or termination of Services, in addition to any other remedies available under this Agreement or applicable law.

4.2. Deposits and Payment Methods

The Company requires a deposit to secure Services, with the amount varying based on the specific service provided. Payments may be made using credit cards, debit cards, wire transfers, ACH transfers, or other payment methods as specified by the Company. Credit card payments will incur a 3.9% convenience fee. The Company reserves the right to refuse certain payment methods at its discretion and may require alternative forms of payment if necessary.

4.3. Cancellation and Rescheduling Policy

As an aircraft or flight instructor is reserved specifically for the Customer's time frame, once a flight is booked, no refunds will be issued. Should the Customer wish to change the training date, a \$200.00 change fee will apply, and such changes must be completed at least 7 days prior to the scheduled flight. Any cancellations within the 7-day window will result in the full deposit being charged without exceptions.

If the Customer arrives up to 10 minutes past the scheduled departure time, the flight time will be shortened by that amount. If the Customer arrives more than 10 minutes past the departure time,

the flight will be forfeited, and no refund will be issued. If a flight is rescheduled due to safety reasons, such as adverse weather conditions, no fee will be charged.

4.4. Invoice Disputes and Late Payment

Any invoice disputes must be communicated in writing within 7 days of receipt. After this period, non-disputed invoices are deemed accepted. Unpaid invoices seven (7) days past due shall incur a late fee of 2.3% per month (27.6% per year).

4.5. Collection and Exclusions:

The Customer shall reimburse any attorney fees or expenses incurred by the Company in efforts to collect overdue amounts. The stated fees do not cover additional software, work, or assets not specified in the invoice.

4.6. Cap on Liability

If the Company is found liable to the Customer for any damage or loss which arises out of its Services, the Company's liability shall in no event exceed the greater of (1) the total amount paid by the Customer to the Company in a one year period, or (2) U.S. \$1,000.00 if such total amount paid by the Customer to the Company is less than \$1,000.00. This limitation of liability may not apply under certain jurisdictions.

4.7. Pricing Adjustment

The Company reserves the right to periodically review and adjust its hourly rates, fees, and other pricing structure for Services, including those specified in Linked Agreements, to reflect changing market conditions, increases in operational expenses, or other factors such as inflation, insurance premiums, fuel costs, or regulatory changes.

The Company will notify Customers of any price adjustments in writing or electronically prior to implementing any rate changes. Such notice shall constitute an amendment to the pricing structure without the necessity of executing a new or amended agreement. Customers who continue to use or schedule Services following receipt of notice shall be deemed to have accepted the adjusted pricing.

Notwithstanding the foregoing, pricing adjustments shall not retroactively affect previously confirmed and paid bookings or reservations unless explicitly agreed upon in writing by both Parties.

4.8. Booking Reservations and Pricing Estimates

All booking reservations, pricing quotes, or cost estimates provided to the Customer at the time of booking are preliminary and subject to final confirmation by the Company. The Company reserves the right to adjust or confirm final pricing and scheduling based on operational requirements, market conditions, or unforeseen circumstances. Customers who receive final confirmation of

pricing and booking details in writing or electronically prior to the provision of Services. Any adjustments to the initial estimates will be communicated to and acknowledged by the Customer.

5. Operational Policies

5.1. Passenger Requirements

All passengers must present a valid government-issued ID for security purposes.

5.2. Boarding Procedures and Check-In Deadlines

Customers must arrive at the designated departure location by the time specified in their booking confirmation, typically no later than 30 minutes prior to departure time. This allows for necessary identification checks, safety briefings, and compliance with U.S. and Canadian entry/exit requirements, where applicable.

The Company reserves the right to deny boarding if a Customer arrives late or cannot present valid government-issued identification matching the name on the booking. Such denial will be considered a Customer-initiated cancellation, and the Company's cancellation policies shall apply.

5.3. Flight Alterations and Termination

Michigan Helicopters reserves the right to alter, amend, or terminate any flights due to any circumstances, including but not limited to weather, safety reasons, sports events, security, maintenance, emergencies, aircraft availability, or acts of God.

5.4. Refusal of Service and Passenger Conduct

The Company may refuse to board, remove from an Aircraft, or discontinue services to any Customer who, in the sole judgment of the Company:

- a. Presents a safety, security, or health risk to themselves or others;
- b. Appears to be under the influence of alcohol, drugs, or other substances that impair judgment;
- c. Behaves in a disruptive, abusive, or threatening manner towards staff or other passengers;
- d. Fails to comply with Flight Instructor's instructions or Company policies.

Customers removed or denied service under this provision are not entitled to refunds and remain responsible for any resulting costs or damages.

5.5. Price Changes

The Company reserves the right to modify its prices at any time. Any price changes will be communicated to Customers prior to purchase. The Company is not obligated to provide advance notice for changes that do not affect previously confirmed purchases.

5.6. Baggage and Property Policies

- a. Each Customer is permitted to bring one standard carry-on item and one personal item no larger than a purse or laptop bag. Additional checked or oversized luggage may incur additional fees and must be approved in advance by the Company.
- b. Carry-on items shall not exceed 15x15x10 dimensions or 25 lbs. and must fit in the under-seat compartment. Larger carry on bags will require an additional seat purchase due to the limited space of the Aircraft. The Company may refuse to transport or carry any overweight or oversize baggage.
- c. Customers shall not bring aboard or in their luggage any hazardous materials, illegal substances, or items prohibited by applicable Federal or Michigan law, Canadian regulations, or Company policies. The Company reserves the right to inspect luggage and refuse transport of any prohibited or suspicious items.
- d. The Company is not liable for loss, theft, or damage to personal property, including luggage, brought onto the Aircraft or premises unless required by applicable law.

5.7. Health Documentation and Compliance

Customers are responsible for complying with any health-related requirements imposed by U.S. or Canadian authorities, including mandatory medical certificates, health screenings, or vaccination documentation. If a Customer fails to present required health documentation upon request, the Company reserves the right to deny boarding or reschedule the Aircraft Activities without liability.

6. ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION, AND COVENANT NOT TO SUE

PLEASE READ CAREFULLY—THIS SECTION AFFECTS YOUR LEGAL RIGHTS

6.1. Voluntary Participation and Assumption of Risk

The Customer acknowledges and agrees that participation in Aircraft Activities is *entirely voluntary* and that they are under no obligation to do so. By choosing to participate, the Customer understands and accepts that Aircraft Activities *involve inherent risks and dangers*, including but not limited to serious bodily injury, permanent disability, paralysis, death, and property damage. These risks may arise from factors such as mechanical failure, equipment malfunction, adverse weather, turbulence, collision, bird strikes, or the negligent acts or omissions (excluding gross negligence or willful misconduct) of the Released Parties or others. The Customer hereby voluntarily and knowingly assumes all such risks, both known and unknown, foreseeable or unforeseeable, to the fullest extent permitted by applicable Federal and Michigan law.

6.2. Release of Liability

THE CUSTOMER HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE RELEASED PARTIES FOR ANY AND ALL LIABILITY, CLAIMS,

DEMANDS, ACTIONS, OR CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, INJURY, OR DEATH THAT MAY BE SUSTAINED BY THE CUSTOMER, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, WHILE PARTICIPATING IN AIRCRAFT ACTIVITIES OR IN CONNECTION WITH THE USE OF THE AIRCRAFT.

6.3.Covenant Not to Sue

The Customer agrees, on behalf of themselves and any other participants for whom they are responsible, not to initiate or assist in the prosecution of any lawsuit or claim against the Released Parties arising out of or related to Aircraft Activities. This covenant not to sue includes any personal injury, wrongful death, property damage, or other claims. The Customer acknowledges that they are giving up substantial legal rights, including the right to sue, and does so voluntarily.

6.4.Indemnification

The Customer agrees to *indemnify, defend, and hold harmless* the Released Parties from any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorney's fees and court costs) arising out of or related to:

- a. The Customer's participation in Aircraft Activities;
- b. Any breach of this Agreement by the Customer;
- c. Any negligent, reckless, or intentional act or omission by the Customer; and
- d. Any injury or damage caused to third parties by the Customer.

6.5.Compliance with Safety Instructions

The Customer agrees to *strictly comply with all safety instructions, rules, regulations, and procedures* provided by the Released Parties, including but not limited to:

- a. Attending all mandatory safety briefings and training sessions.
- b. Following all instructions given by pilots, instructors, and staff.
- c. Using all provided safety equipment properly.
- d. Refraining from any conduct that could endanger themselves, other passengers, crew, or property.
- e. Reporting any unsafe conditions or concerns immediately to the Released Parties.

The Customer acknowledges that failure to comply with safety instructions may result in increased risks of injury or death and may lead to immediate termination of Aircraft Activities without refund. The Released Parties reserve the right to refuse service to any Customer who fails to comply with safety protocols.

6.6. Health Certification

The Customer certifies that they are *in good health and physical condition*, and have no medical, physical, or mental condition that would impair their ability to participate safely in Aircraft Activities. The Customer agrees to:

- a. Disclose any relevant medical conditions, allergies, or limitations to the Released Parties prior to participation.
- b. Not participate while under the influence of alcohol, drugs, or any substance that may impair their abilities.
- c. Consult a physician if they have any concerns about their ability to participate safely.
- d. Provide a valid medical certificate or physician's note if requested by the Released Parties.

6.7. Consent to Emergency Medical Treatment

In the event of an accident, illness, or medical emergency arising during Aircraft Activities, the Customer *consents to the provision of first aid* and appropriate medical treatment as deemed necessary by the Released Parties or medical professionals. The Customer understands that they are responsible for all costs associated with such medical treatment and any related transportation.

6.8. Personal Property

The Customer acknowledges that they are solely responsible for their own personal property while participating in Aircraft Activities. The Released Parties are *not liable* for any loss, theft, or damage to personal items, including but not limited to luggage, clothing, electronic devices, or valuables brought onto the Aircraft or premises.

6.9. Severability

If any term or provision of this section is held to be illegal, invalid, or unenforceable under applicable Federal or Michigan law, such illegality, invalidity, or unenforceability shall not affect any other term or provision of this Agreement. In such case, this section shall be deemed amended to the extent necessary to render its terms legal, valid, and enforceable.

7. Financial Responsibility

The Customer accepts full financial responsibility for any loss of or damage to the Aircraft or equipment, including any applicable deductibles. This includes, but is not limited to, damages resulting from:

- a. Improper or unauthorized use or handling of the Aircraft.
- b. Failure to comply with operational guidelines or safety instructions.
- c. Negligent, reckless, or intentional conduct by the Customer.

In the event of such damage or loss, the Customer agrees to reimburse the Released Parties for the full cost of repair or replacement, as well as any associated costs, including but not limited to:

- a. Loss of utilization at a rate of \$7,500.00 per day commencing on the date the Aircraft becomes unavailable and continuing until the Aircraft is returned to service;
- b. Diminution in value; and
- c. Administrative fees.

These charges are in addition to and do not limit any other rights or remedies the Company may have under this Agreement, Linked Agreements, or applicable law.

8. Travel Insurance

The Company recommends that Customers obtain travel or trip cancellation insurance to cover unforeseen events, including medical emergencies, weather-related cancellations, or other disruptions. The Company does not provide travel insurance and is not liable for losses that could be covered by such policies.

9. Customer Media Recording

9.1. Permission to Record

The Customer may create video recordings or take photographs during Aircraft Activities only with prior written consent from a Flight Instructor or authorized Company personnel. The Chief Pilot shall have the ultimate authority to allow, restrict, or prohibit any recording or photography on a case-by-case basis.

All recording or photography activities must remain in compliance with Federal Aviation Regulations (“FAR”) Part 91.21, ensuring that any portable electronic devices used do not cause interference with the Aircraft’s navigation or communication systems.

The Customer must adhere to the sterile cockpit rule as described in the FAR/Aeronautical Information Manual (“AIM”) during critical phases of flight—such as taxiing, takeoff, landing, and any operation below 10,000 feet other than cruise flight—refraining from non-essential activities and communications.

9.2. Restrictions on Recording

The Customer agrees not to record or videotape any flights conducted under Instrument Flight Rules (“IFR”) or Visual Flight Rules (“VFR”) without explicit permission from a Flight Instructor or authorized Company personnel, subject to final approval by the Chief Pilot.

The Customer agrees not to post, share, distribute, or publish any video footage or photographs obtained during Aircraft Activities without prior written consent from the Released Parties.

The Customer acknowledges that unauthorized recording or distribution may constitute a commercial operation or purpose, subject to additional regulations under the Federal Aviation Administration (“FAA”) and may exceed the scope of activities permitted under a private pilot’s license.

9.3.Regulatory Compliance

The Customer acknowledges that, per FAA Notice 8900.292, video footage from manned aircraft may be considered electronic media and could be used as evidence in enforcement actions by the FAA.

The Customer agrees to exercise caution in creating and distributing any media to ensure compliance with all applicable laws, regulations, and FAA guidelines. Such media may expose the Customer to liability.

The Customer understands that failure to comply with these regulations may result in legal consequences, including fines or penalties imposed by regulatory authorities.

9.4.Safety and Operational Integrity

The Customer must ensure that any recording devices used do not obstruct any controls, displays, or instruments in the Aircraft.

The Customer agrees not to use flash photography or any lighting that could distract or impair the vision of the Flight Instructor or Pilot in Command.

All recording devices must be securely mounted or held to prevent them from becoming loose objects within the cockpit, which could pose a safety hazard.

The Customer shall immediately comply with any request from a Flight Instructor to cease recording if it is deemed to interfere with safety or operations.

10. Company Media Recording and Usage

10.1. Consent to Use of Likeness

The Customer grants permission to the Company to photograph, film, or record the Customer during Aircraft Activities.

The Customer authorizes the Company to use such media for promotional, advertising, educational, training, archival, or other business purposes in any media format now known or hereafter developed, without compensation or further consent.

10.2. Waiver of Rights

The Customer waives any rights to privacy, publicity, or compensation arising from the use of their likeness in any media recorded by the Company.

The Customer releases the Company from any claims, demands, or liabilities arising out of or related to the use of such media, including but not limited to claims for defamation, infringement, rights of publicity, or rights of privacy.

10.3. Indemnification

The Customer agrees to indemnify, defend, and hold harmless the Released Parties from any and all claims, liabilities, damages, losses, or expenses (including reasonable attorney's fees) arising out of or related to:

- a. The Customer's breach of this Section.
- b. Any unauthorized use or distribution of media by the Customer.
- c. Any violation of applicable laws or regulations resulting from the Customer's media recording activities.

10.4. Purchase of Media Recordings

The Customer acknowledges that recordings or photographs made by the Company during Aircraft Activities may be available for purchase. The Customer understands that the purchase of media recordings is optional and that ownership rights of such media remain with the Company unless otherwise agreed in writing.

10.5. Customer-Requested Camera Mounting

The Customer may request that the Company mount cameras on the Aircraft to capture specific footage during Aircraft Activities. Such requests are subject to the Company's approval and must comply with all FAA regulations, including any requirements for supplemental type certificates or field approvals for mounting equipment. Any media generated from such Customer-requested recordings may be available for purchase, subject to additional charges, which the Company will disclose in advance.

The Customer acknowledges that any footage captured remains the property of the Company unless otherwise agreed in writing, and its use is subject to the terms outlined in this Agreement.

10.6. Confidentiality and Proprietary Information

The Customer agrees that any media or information obtained during Aircraft Activities that is designated as confidential or proprietary by the Company shall not be disclosed or used for any purpose outside the scope of this Agreement without prior written consent from the Company.

10.7. Compliance with Privacy Laws

The Customer and the Company agree to comply with all applicable privacy laws and regulations, including but not limited to laws governing the collection, use, storage, and disclosure of personal information.

11. Force Majeure

The Company and its third-party partners and subcontractors shall not be liable or deemed in default for any failure or delay in the performance of this Agreement when and to the extent such failure or delay is caused by or results from events beyond their reasonable control ("Force Majeure Event"). Such events include, without limitation:

- a. Acts of God;
- b. Flood, fire, earthquake, or other natural disasters;
- c. War (whether declared or not), invasion, terrorist threats or acts, riot, or other civil unrest;
- d. Government orders, laws, or regulations, including any regulatory changes that prohibit, restrict, or otherwise impede the performance of services under this Agreement;
- e. Actions, embargoes, or blockades in effect on or after the Effective Date;
- f. Actions by any governmental entity; and
- g. National or regional emergencies.

In the event of a Force Majeure Event, the Company and its third-party providers may modify the scope of Services, adjust the term of this Agreement, or cancel the Agreement altogether without incurring any liability toward the Customer.

12. Confidentiality

The Parties acknowledge that, in the course of the dealings hereunder, each may acquire information about the other, their respective business activities and operations, technical information and trade secrets, all of which are proprietary and highly confidential ("Confidential Information"). Each Party shall hold all Confidential Information of the other Party in confidence and shall not, without prior written consent of the disclosing Party, disclose or make available to any person or entity, or use for its own or any other person's or entity's benefit, other than as necessary in performance of its obligations under this Agreement, any Confidential Information of the disclosing Party except for information: (i) which may be disclosed to third parties pursuant to the terms of this Agreement; (ii) which is or becomes generally known to the public through no fault of the receiving Party; (iii) obtained on a non-confidential basis prior to negotiations leading to this Agreement; (iv) independently developed outside the scope of this Agreement and without misappropriating the disclosing Party's Confidential Information; or (v) lawfully disclosed by or to a third party or tribunal pursuant to a subpoena, court order or other legal process. Each party shall protect the other Party's Confidential Information with the same care as its own confidential materials, always ensuring at least a reasonable degree of care. Company may disclose the Confidential Information of Customer to its subcontractors as necessary for the subcontractors to

perform the Services. However, any subcontractors to whom Confidential Information is disclosed shall be solely liable for any breach of this Section pertaining to the confidentiality of the disclosed information.

13. Non-Disparagement and Defamatory Communications

The Customer agrees not to publish, communicate, or cause to be published any false, misleading, or disparaging statements, remarks, or information about the Company or its officers, employees, agents, business practices, or services. This prohibition applies to, but is not limited to, oral statements, written statements, blog posts, social media posts, online reviews, advertising materials, or any other public or commercial communication. Nothing in this Section shall prevent the Customer from making truthful statements or disclosures required by law, including participating in any legal process, governmental investigation, or regulatory proceeding.

In the event the Customer publishes or communicates any statements that the Company reasonably believes to be false, defamatory, or otherwise harmful, the Company may provide the Customer with written notice specifying the objectionable content. The Customer then shall retract or correct such publication or communication to avoid further legal action. Failure to make such a retraction or correction within 7 days of notice may subject the Customer to liability for damages under applicable law and shall be considered a breach of this agreement.

14. Data Protection and Privacy Policy

The Company collects, uses, and stores personal or medical information in compliance with all applicable U.S. federal, Michigan, and Canadian data privacy laws. By entering into this Agreement or using the Services, the Customer acknowledges and agrees to the terms of the Company's Privacy Policy, which is accessible at <https://mihelo.com/privacy-policy> and available upon request in person at the Company's registered office or primary service locations.

The Company's Privacy Policy describes how personal data is collected, processed, secured, and shared for operational, regulatory, and other legitimate business purposes, including facilitating cross-border Aircraft Activities and communications with regulators or border authorities. The Customer retains all rights to access, correct, or request deletion of their personal information as provided by applicable laws and regulations. For questions regarding the Company's data practices or to request a copy of the Privacy Policy in person, Customers may contact the Company pursuant to the Notices and Communications section of this Agreement.

15. Public Health and Viral Disease Policy

15.1. Health and Safety Commitment

The Company prioritizes the health and safety of its Customers, employees, and contractors. In light of potential viral outbreaks, pandemics, or other public health concerns, the Company reserves the right to implement precautionary measures to mitigate health risks while ensuring the continued provision of Services.

15.2. Compliance with Public Health Guidelines

The Customer agrees to comply with all applicable federal, state, and local public health regulations and Company policies, including but not limited to:

- a. Health screening requirements prior to participation in Services;
- b. Mandatory face coverings or personal protective equipment (PPE) as directed by public health authorities or the Company;
- c. Adherence to social distancing measures where feasible;
- d. Disclosure of recent illness, symptoms, or potential exposure to contagious diseases as required for safety purposes; and
- e. Any additional protocols implemented by the Company in response to an outbreak or public health crisis.

15.3. COVID-19 and Viral Illness Acknowledgment

The Customer acknowledges that participation in Aircraft Activities may involve risks of exposure to contagious diseases, including but not limited to COVID-19, influenza, and other airborne illnesses. The Customer voluntarily assumes these risks and agrees that the Company shall not be liable for any illness, injury, or damages arising from such exposure, except in cases of gross negligence or willful misconduct.

15.4. Screening and Reporting Requirements

The Customer agrees to self-monitor for symptoms of any contagious illness before engaging in Services. If the Customer exhibits symptoms of an infectious disease or has been in close contact with someone diagnosed with a contagious illness within the preceding 10 days, the Customer must notify the Company before participating in any scheduled Services. The Company reserves the right to deny access to its premises, aircraft, or Services if it determines, in its sole discretion, that the Customer poses a health risk to others.

15.5. Service Modifications Due to Public Health Concerns

The Company reserves the right to modify, reschedule, or cancel Services in response to public health emergencies, government mandates, or operational concerns. In such cases:

- a. The Company will notify Customers as soon as possible regarding any schedule changes or restrictions;
- b. Refunds or rescheduling options may be offered at the Company's discretion, subject to applicable policies; and
- c. The Company shall not be liable for any financial losses, travel disruptions, or other consequences resulting from public health-related Service modifications.

15.6. Customer Responsibility and Indemnification

The Customer agrees to indemnify, defend, and hold harmless the Company and its affiliates from any claims, liabilities, damages, or losses related to public health risks, including claims of exposure to contagious diseases, except where such exposure is the direct result of the Company's gross negligence or willful misconduct.

15.7. Future Policy Updates

This policy is subject to revision in response to new health threats, government directives, or evolving industry best practices. The Company reserves the right to update or modify this policy at any time and will communicate changes to Customers as necessary.

16. Refusal of Certain Services

The Company reserves the right to refuse any service request or action that it reasonably determines is inappropriate, unethical, outside the scope of this Agreement or Linked Agreements, or in instances where the Customer is in breach of this Agreement. In such cases, the Company may provide the Customer with a written or oral explanation outlining the nature of the refusal and any steps required to remedy the breach.

17. Term and Termination

17.1. Commencement and Duration

This Agreement shall commence on the Effective Date and shall remain in effect until all Services specified herein are completed, unless terminated earlier as provided in this Agreement.

17.2. Service Term

The term of this Agreement for each specific Service is as follows:

- a. Helicopter Training and Student Pilot Rentals: The Agreement remains effective for the duration of the training program or rental period as outlined in the training schedule or rental agreement.
- b. MRO Services: The Agreement remains effective until the completion of the MRO Services.
- c. Air Charters and Tours: The Agreement remains effective until the completion of the scheduled tour or charter services.

17.3. Termination Provisions

This Agreement may be terminated under the following conditions:

- a. By Either Party: Upon providing thirty (30) days' written notice to the other Party.

- b. By the Company: Upon ten (10) days' written notice to the Customer for non-payment of fees or breach of payment terms.
- c. Immediate Termination: By either Party, immediately upon the other Party's uncured material breach of any term of this Agreement that remains uncured after fifteen (15) days' written notice, insolvency, bankruptcy, or the appointment of a receiver or trustee for a substantial part of its assets.
- d. Mutual Agreement: At any time by mutual written agreement executed by both Parties.

17.4. Rights and Obligations Upon Termination

Upon termination of this Agreement:

- a. The Customer shall pay the Company for all Services rendered up to the date of termination, including any outstanding fees and costs incurred.
- b. The Customer shall immediately return all Company-owned equipment, materials, and aircraft in the Customer's possession.
- c. If the Customer has entered into any payment plan or financing arrangement, the Customer remains liable for the total amount due under such arrangement.
- d. Termination shall not affect any rights or remedies accrued prior to termination, nor relieve either Party of obligations incurred prior to termination. All provisions that by their nature should survive termination (including confidentiality obligations and indemnifications) shall remain in effect.

18. Dispute Resolution and Arbitration

In the event of any controversy or claim arising out of or relating to this Agreement and its Linked Agreements, or the breach thereof, the parties agree to first attempt to resolve the dispute through good faith negotiation. If the dispute has not been resolved within 30 days from the commencement of such negotiation, then it shall be settled by arbitration. The arbitration shall be administered by the American Arbitration Association ("AAA"). The proceedings shall be conducted in English and remotely via a platform at the AAA's discretion. The choice of law as provided under this Agreement shall govern the arbitration proceeding.

19. Subcontractor Engagement for Specialized Services and Liability

The Company may engage subcontractors to perform specific services that are integral and specialized for fulfilling its obligations under this Agreement. Notwithstanding the use of subcontractors, the Company shall remain liable for the acts and omissions of such subcontractors as if these activities were performed by the Company's own personnel.

No provisions herein shall impose any obligation upon the Customer to remit payment to any subcontractor, third party, or vendor, nor establish any contractual or other relationships, express or implied, between any such subcontractor, third party, or vendor and the Customer.

20. Miscellaneous

20.1. Amendment

This Agreement may be amended or modified only by a written document, which will be labeled as an "Amendment" and must be signed by authorized representatives of both Parties.

20.2. Waiver

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20.3. Survival

Certain provisions of this Agreement, as well as any Linked Agreements, shall survive any termination or expiration of this Agreement. These provisions include, but are not limited to, those concerning:

Limitation of Liability

Indemnification

Arbitration and Dispute Resolution

Governing Law

Confidentiality

Non-Disparagement

Intellectual Property and Media Rights

Financial Obligations

Assumption of Risk, Release of Liability, and Covenant Not to Sue

Severability

Successors and Assigns

And any other provisions under this Agreement or Linked Agreements, which, by their nature, should be understood to survive the termination or expiration of this Agreement.

20.4. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

20.5. Cumulative Remedies

Any rights and remedies of the Company under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

20.6. Severability

If any term or section of this Agreement is invalid, illegal or unenforceable in any jurisdiction:

- a. Such term or section shall be modified to the minimum extent necessary to render it valid and enforceable.
- b. If modification is not possible, the term or section shall be severed from this agreement.
- c. The validity, legality, and enforceability of the remaining terms or sections shall not be affected or impaired.

20.7. Entire Agreement

This Agreement and the Linked Agreements referred to in this Agreement supersede all prior or contemporaneous understandings, agreements, negotiations, and discussions, whether oral or written, between the parties concerning this subject matter and constitute the entire agreement between the parties.

20.8. Non-Reliance

The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth in this Agreement.

20.9. Notices and Communications

a. Notices

All formal notices or communications required or permitted by this Agreement must be in writing and may be delivered by any of the following methods:

- i. Personal Delivery: Considered given at the time of delivery.
- ii. Overnight Delivery Service: Considered given the day after it is sent.
- iii. Certified Mail (Return Receipt Requested, Postage Prepaid): Considered given two days after it is mailed.
- iv. Regular U.S. Mail (Postage Prepaid): Considered given two days after it is mailed.

A Party's refusal to accept delivery of a notice does not invalidate the notice or its contents.

b. Address for Notices:

Notices to the Company shall be sent to:

Michigan Helicopters LLC
1675 Airport Road
Waterford, MI 48327

Notices to the Customer shall be sent to the contact information provided by the Customer on intake forms or as subsequently authorized by the Customer. It is the Customer's responsibility to maintain current and accurate contact information with the Company to ensure timely receipt of any notices.

- a. Either party may change its designated address for notices by providing written notice to the other party at least three days before the change takes effect.
- b. In addition to formal notices, the Company and the Customer may engage in routine or informal communications regarding the Services or this Agreement using various technologies or methods, including phone calls, emails, text messages, and other electronic methods.

20.10. Governing Law

This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to Michigan's conflict of law principles.

20.11. Compliance with Laws and Non-Discrimination Commitment

The Parties shall comply with all applicable laws and regulations. The Company reserves the right to refuse Service or terminate this Agreement if the Customer fails to comply with any legal requirements or Company policies.

The Company does not unlawfully discriminate but retains full discretion in determining the availability of its Services. While the Company may offer reasonable accommodations for Customers with disabilities or reduced mobility, such accommodations are subject to operational feasibility and require at least 72 hours' prior notice. The Company is not liable for any inability to accommodate requests.

SIGNATURES

By signing this Agreement, the Parties agree to have read this Agreement, have understood its provisions, to enter into it voluntarily, and to abide by it. The Customer understands that he or she is **giving up substantial rights**, including the right to sue, and agrees to be bound by all terms and conditions contained herein. The Customer signs this Agreement freely and voluntarily without any inducement, assurance, or guarantee being made.

CUSTOMER

MICHIGAN HELICOPTERS LLC

Print Name: _____

By: Benjamin Tong

Signature: _____

Signature: _____

Date: _____

Date: _____