

## CHARTER AGREEMENT – TERMS & CONDITIONS

WHEREAS, this Charter Agreement (“Agreement”) is made on the date signed by and between JetConsult BV, with offices at Landjuweel 10, 3905PG, Veenendaal(a), The Netherlands, company registration number 65850572 (Dutch Chamber of Commerce) (the “Company” or “JETCONSULT BV”) and the Charterer, the person or entity as named on the attached air charter quotation, your successor, assigns, heirs, agents and representatives (collectively, “Client”, “Customer”, or “You”). NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, Client agrees to the costs, fees, and terms set forth hereto and incorporated as part of this agreement as follows: The parties agree that JETCONSULT BV shall be permitted to subcontract aircraft charter services hereunder. This Agreement may not be assigned by the Client without the prior written consent of JETCONSULT BV. The following Terms & Conditions shall apply to this Agreement:

### A. AIR CHARTER SERVICES, ITINERARY, SCHEDULE, PRICING:

Client has engaged JETCONSULT BV to act as its broker to arrange for the charter services, solicit bids and sign contracts for air transportation on Client’s behalf for the mentioned itinerary and schedule and to include services for the tentative charter price outlined in the attached charter quotation. Quoted aircraft are not tail specific. All pictures are aircraft type

representative but not definite. The quoted price does not include, i) Passenger Taxes; ii) Security Taxes; iii) Royalty Taxes; iv) Luxury taxes; v) VAT (where applicable) unless stated otherwise on the attached charter quotation. JetConsult BV hereby accepts said engagement and shall act as a broker on behalf of the Client from third-party certified air carriers (the “Operator” or “Operators”).

JetConsult BV shall arrange that the third-party Operator provides the Aircraft manned, maintained, equipped and fueled for the scheduled flight(s). The Client agrees that the carriage will be provided by the Operator who will have sole responsibility for the operation of the flight schedule and maintenance and operation of the Aircraft. The Client accepts that JetConsult BV acts only as agent for the Client between him and the Air Charter Operator in arrangement of the flight booking. The Client also accepts that the crew of the Aircraft are the servants and agents of the Operator and shall be authorized to take instructions only from the Operator unless otherwise agreed by the Operator in writing

prior to the commencement of the flight schedule. Flight bookings are based on internationally recognized ICAO (4 letter) and/or IATA (3 letter) airport codes and not by airport names which are subject to change and interpretation.

All prices quoted herein are accurate on the date quoted, however are based on the fuel prices of the current month, the current airport handling fees and current passenger tax rates. In case the fuel price and/or the mentioned rates increase, JETCONSULT BV reserves the right to surcharge. Quoted prices are only valid for two (2) days or until 48 hours prior to the trip, whichever comes first. All prices quoted are subject to change without notice until this Agreement is signed, and the fee paid in full.

The attached charter quotation must be signed and returned via electronic mail to [Sales@jetconsult.net](mailto:Sales@jetconsult.net). All quotes are based upon availability of aircraft at all times. Aircraft are not held on quotes. Securement of Payment (either via credit card or secured wire transfer) is required prior to each flight. Wire transfer in accordance with the wire transfer instructions noted below. Credit card payments are subject to a five (5) percent processing fee. Nonpayment or non-securement of payment constitutes cancellation of the flight and the cancellation terms indicated below will apply. Once both the attached quotation and this corresponding agreement is signed and returned to JetConsult BV, your reservation is considered to be booked. At the time of booking, JetConsult BV will try -however cannot guarantee- to reserve the aircraft for the Client (right of first refusal) for maximum 48 hours until your signed contract has been received. Your reservation is considered to be confirmed once full payment is received and the third-party air carrier(s) is (are) contracted by JETCONSULT BV on behalf of the Client (You).

JetConsult BV will only contract the third-party air carrier(s) for the quoted aircraft/flight(s) after your full payment is received, unless other arrangements have been made. A Flight Booking Confirmation will be sent after full payment is received, and the air carrier(s) is (are) contracted by JetConsult BV on behalf of the Client. The quoted aircraft is subject to final aircraft and crew availability at the time of confirmed booking, and is subject to traffic rights, permits, parking approvals and airport slots.

Departures and Arrivals are subject to permissions. The quoted aircraft is subject to Owner’s Approval unless stated otherwise. Smoking on the aircraft is not allowed unless stated otherwise. Pets or animals of any kind are not allowed unless stated otherwise. All timing shown are LOCAL if not stated differently.

The quoted price includes all normal and foreseen operational costs such as fuel, oil, landing-, handling- and airway-fees, crew-accommodation and standard catering for the quoted itinerary (unless stated otherwise), with the exception of: Segment Fees (US), luxury taxes (where appropriate), unscheduled overnight fees, international fees, De-icing or hangar related expenses due to inclement weather, client special requests, airport and passenger taxes, royalties, security fees, itinerary changes, special customer catering requests, certain VIP lounges, SAT-phone usage on board, Internet or data usage on board. These and all other costs, including, but not limited to license fees, clearance fees, baggage screening charges, passenger duties, security charges, customs duties, any connections to and from airports, ground accommodation, ground transfers, cabin service, or any other additional service costs whatsoever and howsoever arising, shall be paid by the Client unless otherwise specified or agreed in writing. Any such additional costs shall be invoiced by JetConsult BV to the Client and shall be paid promptly by the Client.

Additional service requests such as special catering wishes, ground transportation, meeting rooms, first parking or other services arranged by JETCONSULT BV will be billed at cost plus a ten (10) percent service fee exclusive of VAT (where applicable). In addition, a credit card shall be provided, or other arrangements made, by Client for any additional charges incurred beyond those paid for in accordance with the payment procedures herein.

Upon completion of the charter flight(s), JETCONSULT BV shall invoice Client for all actual charges, expenses, and advances. Payment shall be due upon presentation of the invoice and shall be paid within 24 hours without deduction or setoff except for any amount previously paid for anticipated charges, unless otherwise agreed. Should such invoice not be paid within 24 hours upon receipt, JETCONSULT BV will automatically, and without further notice, charge Client’s credit card the balance together with the 5% processing fee. JETCONSULT BV reserves the right to authorize the hold on the credit card guaranteeing payment and/or charge the credit card for all agreed upon charges (plus the five (5) percent convenience fee) in JETCONSULT BV’s sole discretion. In the event a credit card is not provided or not chargeable and the due payment is not received within 24 hours, extra collection cost of 15% will be due.

Full payment is due upon return of this signed agreement. A reservation is considered to be confirmed once full payment is received. A flight booking confirmation with all relevant information (manifested passengers, airport information, aircraft registration, operator information, itinerary, meeting point, boarding time, terms of carriage etcetera) will be sent to the Client once all required passengers’ information/documentation and full payment is received. Where the required advance payment is not made, JetConsult BV has the right to terminate this contract and cancellation fees shall apply.

Should the need arise; JetConsult BV or the operator reserves the right to substitute aircraft of similar capacity while maintaining the service contracted for at no additional expense to the Client who shall be informed of any such change prior to departure with as much notice as possible. If at any time prior to the scheduled time of departure, the Aircraft becomes unavailable or unserviceable for any reason whatsoever prior to commencement of the flight schedule, JetConsult BV or the operator will endeavor to find another suitable alternative at the same price. Should this prove to be impossible, JetConsult BV or the operator will endeavor to find any suitable alternative aircraft as at close a price to the charter price and put such possibility to the Client for acceptance. If JetConsult BV or the operator is not able to substitute the Aircraft, or the Client does not accept any available alternative because the alternative charter price exceeds the initial charter price, JetConsult BV or the operator shall return the charter price to the Client and shall not be under any further liability whatsoever to the Client. However, the Client shall remain liable to pay for any part of the flight schedule that has already been operated. If JetConsult BV or the operator is able to provide an alternative for the same price and the client does not accept and/or cancels the flight, cancellation fees will apply.

## **B. PASSENGER IDENTIFICATION & DOCUMENTATION:**

The client is fully responsible for obtaining all necessary travel documents, including any required passports and visas for all passengers traveling across any international boundary, and for complying with laws of each country flown from (the departure country), through (any transit country) and into (the destination country). Furthermore, the client is responsible for all Immigration Papers, Permission(s) and supporting documents for traveling with minors abroad (over whom the accompanying person does not have the parental authority), and all required International Customs documents for all Cargo, including customs documents for dangerous goods, weapons or animals of any kind (if allowed and confirmed by JetConsult BV) and has to submit these at least 72 hours prior to scheduled departure to JetConsult BV unless the flight is arranged within 72 hours prior to the first scheduled departure time.

### **1. DOMESTIC FLIGHTS:**

Each passenger 18 years of age and older will be required to present a government Issued photo ID at each departure in order to satisfy Transportation Security Administration requirements. Minor passengers (under the age of 18) must be legally represented by a parent or legal guardian who will be held responsible for the minor's conduct and all charges respecting services provided for the minor.

### **2. INTERNATIONAL FLIGHTS:**

If the Client's journey involves an ultimate destination or stop in a country other than the country of departure, both the Warsaw Convention and Montreal Convention, formally, the "Convention for the Unification of Certain Rules for International Carriage by Air" (the "Convention") may be applicable and the Convention governs and in most cases limits the liability of the air charter supplier for death or personal injury and for loss of or damage to baggage. The client is responsible for ensuring that all passengers have required travel documentation, including passports and visas for each flight. The client is fully responsible for ensuring that for all Cargo and Goods (including pets and other live animals), the required international customs documents have been obtained for each flight. All documents required for international travel and customs must be presented to the flight crew for review before boarding.

## **C. PASSENGER BEHAVIOR, CLIENT'S RIGHTS & RESPONSIBILITIES**

### **1. PASSENGER BEHAVIOR:**

The Client shall instruct and cause the passengers to act in a reasonable and responsible manner at all times while aboard the aircraft and to comply with the directives and instructions of the pilot(s) in command of the Aircraft. The Client shall be liable to the operator and JETCONSULT BV for any damage caused by any of the passengers to the Aircraft or otherwise. The Client is liable for all demurrage as well as for costs for additional time on the ground and flight time if the time during which the aircraft has been chartered is exceeded because passengers, luggage, or cargo are late for boarding for any reason caused by the client, their employees, or their passengers, including inability to provide correct travel or other necessary documents.

### **2. CLIENT'S RIGHTS AND RESPONSIBILITIES:**

2.1. Passenger Information Worksheet. Prior to flight departure, Client is required to complete and deliver to JETCONSULT BV a Passenger Information Worksheet setting forth: the passenger names and weights; the legs each passenger will be flying; the ID type and number for each passenger (photo ID required); and, if applicable, catering preferences. International flights may additionally require the passenger's date of birth, passport number and country of issuance, and applicable visa information. JetConsult BV needs to be fully informed about any handicap(s) (e.g. reduced mobility, pregnancy, heart disease, lung disease) of any passenger, otherwise JetConsult BV has the right to resign from contract and cancellation fees are applicable. Only manifested passengers (and their baggage) are permitted on board the aircraft. Passengers will not be permitted to board the aircraft without the above required documentation. To avoid departure delays, passenger manifest changes must be communicated 12 hours in advance to JETCONSULT BV by calling JetConsult at: +31-318 240116 or by sending an email to [Sales@jetconsult.net](mailto:Sales@jetconsult.net).

2.2. Passenger Baggage. The following items must be declared prior to the departure date: (i) drugs; (ii) weapons; (iii) hazardous cargo; and (iv) unusually heavy or large items. The standard per person allowance is one (1) fifteen (15) kilogram bag plus one (1) five (5) kilogram personal item. Certain aircraft have limited baggage capacity to carry more than the standard allowance. It is the responsibility of Client to bring to JETCONSULT BV's attention prior to the flight its/their desire to carry an amount of luggage greater than the standard allowance. This will allow JETCONSULT BV an opportunity to determine if the luggage can be carried. If the aircraft cannot be loaded with all of the intended luggage, the luggage may be shipped separately via an available air freight or courier service to the destination at the option and expense of Client. The Commander of the aircraft may refuse carriage of cargo which, in its sole discretion: is improperly packaged; is not suitable for carriage; is hazardous/dangerous; exceeds the operational capacity of the aircraft; cannot be loaded within the allotted space; cannot be transported in accordance with applicable laws and regulations; or, has an aggregated value in excess of €10,000 with no prior special arrangements having been made.

2.3. Hazardous Cargo. Client shall not tender any cargo that is hazardous or dangerous. Client ensures that the passengers' baggage does not contain anything of a hazardous nature or of a nature prohibited by any country or state involved and that the passengers are not accompanied by animals of any kind.

2.4. Weapons. Client may not bring weapons aboard the aircraft without prior arrangements. If weapons are detected, Client may be subject to prosecution by law enforcement authorities.

2.5. Preparation and Delivery of Cargo. Client shall deliver the cargo at the time and place indicated on the face of the cargo, properly prepared, labeled, securely packaged, and ready for transportation by aircraft. Weight and size of cargo shall be provided prior to departure date.

2.6. Other Responsibilities. Client shall be responsible for loss or damage to the aircraft or other property aboard the aircraft, including expense, claim, liability, and/or suit associated therewith, caused by or attributable to Client, its employees, its passengers, and/or the cargo. Client shall also be responsible for any other matter allocated to it pursuant to this agreement, including loss, damage, expense, claim, liability, and/or suit associated therewith, to include all matters not specifically allocated to the air charter operator. Client agrees to indemnify and hold harmless (including attorneys' fees and costs) the operator of and from the foregoing responsibilities.

2.7 Passenger Manifest Changes. Only manifested passengers (and their baggage) are permitted on board the aircraft. Passengers will not be permitted to board the aircraft without the above required documentation. To avoid departure delays, passenger manifest changes must be communicated 12 hours in advance to JETCONSULT BV by email or phone.

2.8 Itinerary Changes. Flight schedules must be determined at time of confirmation. Itinerary changes are permitted, but subject to aircraft and crew availability and subject to price adjustments. Acceptance of changes to the itinerary is at JETCONSULT BV's sole discretion. In the event changes are not accepted by JETCONSULT BV and the flight is cancelled, all cancellation charges as mentioned below will apply. Notification of changes and/or cancellations must be in writing and transmitted immediately by e-mail or phone.

## **D. OPERATIONAL CONTROL OF THE AIR CHARTER FLIGHT(S)**

Your flight will be operated by a third-party CAA (Civil Aviation Authority) compliant air charter company certified to operate the quoted flight(s) under a valid Air Operator's Certificate (AOC) issued by the Civil Aviation Authority (CAA) of the country of aircraft registration. The air charter pilot(s) shall be in command of the aircraft at all times and shall be entitled to make all decisions regarding the boarding (or refusal to board) any passengers and acceptance or rejection of any baggage for flight. The third-party Operator terms and conditions (of carriage) are applicable additional to this contract and substitute JETCONSULT BV General terms and Conditions whenever contradictory. The Client hereby accepts any and all applicable general terms and conditions and/or the specific terms and conditions of carriage of the third-party air charter supplier(s) or operator(s) contracted by JETCONSULT BV which will be provided upon the Client's request prior to the first scheduled departure time.

For security reasons, luggage must not contain Dangerous Goods as specified by IATA. The Commander of the aircraft reserves the right for luggage checks in order to ensure safety on board and legal certainty in the country of the flight destination. The commander of the aircraft has the right to take necessary safety measures at any time. He/she has jurisdiction over changes in payload and seating capacity, over all passengers and all cargo, as well as over loading, distribution and unloading of cargo and luggage. The Commander also decides how and whether a flight can be undertaken, and whether there will be changes in the route or the landing destination.

#### **E. CANCELLATION TERMS**

Cancelled reservations are chargeable to the Client, immediately effective from reservation onwards. Customer shall pay the following cancellation charges if notice of cancellation is received:

Confirmed cancelled reservations are chargeable to the Client, immediately effective from booking:

- (i) At least 72 hours before the first scheduled Departure Time, 50% of total Quoted Charter Price;
- (ii) 72 to 48 hours before the first scheduled Departure Time, 75% of total Quoted Charter Price;
- (iii) 48 to 24 hours before the first scheduled Departure Time, 90% of total Quoted Charter Price;
- (iv) 24 hours up to the first scheduled Departure Time, 100% of total Quoted Charter Price;
- (v) "No Show" from ANY scheduled Departure Time (whether or not notice is given), 100% of total Quoted Charter Price;

A reservation is considered confirmed once signed contract has been received or when confirmed by e-mail. Confirmed flight reservations may not be cancelled after the first scheduled Departure Time and are subject to a 100% Cancellation Charge effective immediately upon confirmation of the flight. Notification of cancellations must be in writing and transmitted immediately by email to: [sales@jetconsult.net](mailto:sales@jetconsult.net).

#### **F. LIMITED LIABILITY:**

JETCONSULT BV is not an air carrier and is not operating the flight(s) You purchase. The air charter suppliers have sole responsibility, liability and control of all aspects of the aircraft charter services provided to You, including without limitation, aircraft availability and pricing, the commencement and termination of scheduled flights, the operation, regulation, condition and safety of the flight, passengers, baggage, cargo and other people and events associated with your air travel, such as crew performance and catering services. JETCONSULT BV is not responsible for any negligent act or omission by the air charter supplier or its personnel and is not responsible for any personal injury, property damage, accident, delay, inconvenience, or change in itinerary that may occur. You assume all liability and responsibility for your safety, schedule, baggage, cargo, business and personal activities and financial ramifications associated with your air reservations and travel arranged by JETCONSULT BV and performed by the air charter suppliers.

JETCONSULT BV shall not be liable to the Client or any other person or entity for any injury to or death of any person or for any damage to or loss of any property unless such injury, death, damage or loss is the direct result of negligence or intentional misconduct on behalf of JETCONSULT BV or any of its employees; provided, however, that (a) under no circumstances shall the liability of JETCONSULT BV exceed the amount of you paid for your flight and (b) under no circumstances shall JETCONSULT BV be responsible for any lost profits, special or consequential damages.

#### **G. INDEMNIFICATION, REPRESENTATIONS AND WARRANTIES:**

You shall indemnify and hold harmless JETCONSULT BV, its affiliates and all of their officers, directors, employees, contractors, legal representatives, and other agents, successors and assigns (collectively "The JETCONSULT BV Indemnified Parties") from and against any and all liabilities, losses, damages, penalties, costs and expenses on account of any claim, suit, action, demand, proceeding or anything of a similar nature made or brought against any of The JETCONSULT BV Indemnified Parties. JETCONSULT BV makes no representations or warranties of any kind, either express or implied, as to any matter including, but not limited to, implied warranties of fitness for a particular purpose, merchantability or otherwise. Client waives any and all claims or demands based upon warranties of any kind and acknowledges and accepts JETCONSULT BV's disclaimer.

#### **H. JURISDICTION/VENUE:**

Each of the parties hereby submits to personal jurisdiction in The Netherlands in connection with any disputes or controversies arising under the Agreement or with the enforcement hereof. If JETCONSULT BV collects any amount due or payable hereunder from the Client by or through an attorney - at - law, the Client shall pay, upon demand, the reasonable attorneys' fees and costs incurred by JETCONSULT BV in such effort. Venue for any legal action or proceeding shall rest in the District Court of Justice Amsterdam, The Netherlands.

#### **I. FORCE MAJEURE:**

The Company shall not be responsible for any failure to fulfill its obligations hereunder due to any causes beyond its reasonable and direct control, or have any liability to Client for any delay, cancellation or damage, arising in whole or in part, including without limitation from any act of God, act of nature or weather, strike or labor dispute, mechanical or equipment failure, lack of essential supplies parts, acts or omissions of government or civil or military authority, shortages of materials, transportation delays, fires, floods, natural disasters, labor disturbances, political changes, changes in domestic or international laws, riots, or wars.

#### **J. BINDING AGREEMENT:**

This Agreement once signed by the Client and returned to JETCONSULT BV shall constitute a legally binding agreement between the parties.

#### **K. CONFIDENTIALITY:**

The Company does not disclose any information regarding clients, their passengers or departure/destination to any outside source, unless authorized by the Client or required by law (i.e., in conjunction with a government inquiry or in litigation or dispute resolution). Only JETCONSULT BV's personnel is authorized to obtain information about your account, personal information, or flight schedule. The Client shall hold all information regarding this Agreement and including this Agreement in confidence and without disclosure except for the express written permission of JETCONSULT BV.

#### **L. MISCELLANEOUS:**

This Agreement (together with any other documents delivered by the Client to JETCONSULT BV in connection with any of the flights): (a) represents the entire agreement between the parties hereto with respect to the subject matter hereof; (b) shall be governed by and construed in accordance with the substantive laws of The Netherlands; (c) may not be altered or amended except pursuant to a written agreement signed and delivered by the parties; (d) shall be binding upon and Inure to the benefit of the parties hereto and their respective successor and permitted assigns and (e) may be executed via facsimile and multiple counterparts. The Client may not assign this Agreement, or the rights or privileges here conferred to any other person or entity.

#### **M. METHOD OF PAYMENT:**

Full payment is due upon return of the flight contract. Full payment must be received within 24 hours after returning this flight contract. All prices quoted herein are accurate on the date quoted and are subject to change without notice. Acceptable forms of payment are: cash payment, direct wire transfer or credit card (American Express, Visa, MasterCard or/and via PayPal). Quoted price reflects a 5% cash discount. If a credit card is being used for payment, the cash discount will be forfeited. Payments not received within 48 hours of the trip departure date are past due.