

CHARTER FLIGHT BROKERAGE AGREEMENT

Swiss Private Jet SA as charter flight broker and agent of the Client

This Charter Flight Brokerage Agreement shall exclusively apply for each Charter Mission with an Aircraft which is not operated by Swiss Private Jet SA

This Charter Flight Brokerage Agreement (this “**Agreement**”), including the Flight Offer (as defined below) and the General Terms and Conditions below (these “**General Terms**”), is made by and between Swiss Private Jet SA, a company organized under the laws of Switzerland, with its registered offices at Chemin Jean-Baptiste Vandelle 8, 1290 Versoix, Switzerland (“**SPJ**”) and the natural or legal person first indicated in the Flight Offer (the “**Client**”).

1. Definitions and Interpretation

1.1 In this Agreement (including the Notice to the Passengers), unless the context otherwise requires or it is otherwise provided, the following capitalized words and phrases shall have the following meanings:

“**Additional Services**” means any additional services requested by the Client, such as catering or ground transportation (including taxi and limousine).

“**Additional Services Agreement**” means any agreement related to any Additional Service (including any general terms and conditions) between the provider of the Additional Service and the Client (represented by SPJ).

“**Aircraft**” means the aircraft indicated in the Flight Offer.

“**Applicable Regulations**” means (i) all applicable laws, regulations, orders, sanctions, demands and travel requirements, in particular those of any state or country to be flown from, into or over (including immigration, customs and sanitary regulations) and (ii) the Operator’s rules and instructions pertaining thereto.

“**Baggage**”, which is equivalent to luggage, means such Passenger’s belongings necessary or appropriate for wear, use, comfort or convenience in connection with his trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the Passenger.

“**Carriage Agreement**” means the carriage agreement or charter agreement related to the Charter Mission (including any general terms and conditions of carriage) between the Operator and the Client (represented by SPJ).

“**Charter Mission**” means the charter flight or series of charter flights described in the Flight Offer.

“**Damage**” means any damage, liability, loss, cost, expense, surcharge, fine, penalty, claim, delay, accident, bodily injury, moral injury, death or other harm of whatsoever nature and kind (including legal costs and lawyers’ fees).

“**Documents**” means the Flight Offer, the Flight Confirmation and any Flight Briefing, and “**Document**” means any of them.

“**EC Regulation**” means the Regulation (EC) No 2027/97 of the Council of 9 October 1997 on air carrier liability in respect of the carriage of passengers and their baggage by air as amended by the Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002, as further amended or supplemented from time to time.

“**Flight**” means each leg of the Charter Mission, between one take-off and one landing.

“**Flight Briefing**” means any flight briefing sent by SPJ to the Client with respect to the Charter Mission. Any new Flight Briefing issued by SPJ shall supersede any previous Flight Briefing.

“**Flight Confirmation**” means the flight confirmation sent by SPJ to the Client with respect to the Charter Mission.

“**Flight Offer**” means the flight offer sent by SPJ to the Client with respect to the Charter Mission, containing the specific terms of this Agreement, to be selected and executed by the Client for the entry into this Agreement.

“**Indemnitees**” means SPJ and the Operator, as well as their respective shareholders, beneficial owners, partners, officers, directors, employees, agents, representatives, servants, auxiliaries, delegates, subcontractors, group companies, affiliates, successors and assigns, and any other person (including the Owner and any lessee or financier of the Aircraft).

“**Meeting Time**” means the meeting time for the Passengers indicated in the Flight Briefing.

“**Montreal Convention**” means the Convention for the Unification of Certain Rules for International Carriage by Air signed on 28 May 1999, as amended or supplemented from time to time.

“**Notice to the Passengers**” means the Notice to the Passengers and the Summary of the provisions on air carrier liability for Passengers and their Baggage as attached hereto. The Client and the Passengers acknowledge and agree that the Notice to the Passengers concerns only the Operator, and not SPJ.

“**Operator**” means the operator of the Aircraft. In this Agreement, any reference to the Operator shall, where the context permits, include reference to any sales agent of the Operator.

“**Owner**” means the owner of the Aircraft.

“**Party**” means SPJ or the Client.

“**Passengers**” means the passengers to be carried onboard each Flight.

“**PNR Data**” means the passenger name record (PNR) data, including, as applicable, the Client's name (as person providing the information and/or making the booking) and the Passengers' names, genders, addresses, dates of birth, places of birth/origin, passport or identity card details (nationality, number, date of issue and date of expiry), contact phone numbers, emergency contact details, the date of reservation, the travel itinerary, information concerning Baggage and any changes to the foregoing.

“**Price**” means the total price indicated in the Flight Offer and in the corresponding (proforma) invoice sent by SPJ to the Client.

“**Privacy Policy**” means SPJ's data protection policy which is available on the Website.

“**SDR**” means a special drawing right as defined by the International Monetary Fund. The exchange rate of SDR into national currencies and Euros can be found on the International Monetary Fund's website.

“**Warsaw Convention**” means the Convention for the Unification of Certain Rules relating to International Carriage by Air of 12 October 1929, as amended or supplemented from time to time.

“**Website**” means SPJ's website, being www.swissprivatejet.ch or any replacement website designated from time to time by SPJ.

- 1.2 The division of this Agreement into articles, and the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Words and phrases defined in

any part of this Agreement shall have the same meanings throughout this Agreement. Unless otherwise expressly provided herein, the term “or” is not exclusive and “include”, “including”, “in particular” and “especially” are not limiting. Where the context permits, the use of the singular herein shall include the plural and vice versa, and the use of the masculine personal pronoun shall include both genders.

2. Appointment and Role of SPJ

- 2.1 The Client hereby appoints SPJ as its agent for arranging the Charter Mission. Accordingly:
- (i) SPJ shall act as an intermediary between the Client and the Operator, in the capacity as agent, in the name and on behalf of the Client;
 - (ii) The Carriage Agreement shall be entered into between the Operator, as air carrier, and the Client (represented by SPJ); and
 - (iii) The Client hereby authorizes SPJ, and appoints it, to conclude the Carriage Agreement with the Operator, SPJ acting as agent, in the name and on behalf of the Client. At any time upon the Client's request, SPJ will disclose the identity of the Operator to the Client and/or will provide the Client with a copy of the Carriage Agreement, provided that SPJ shall be entitled to redact the price paid by SPJ to the Operator (which is a privileged information of SPJ and shall not be disclosed to the Client).
- 2.2 In the context of this Agreement and the Charter Mission, SPJ acts as charter flight broker, does not act as air carrier (in particular, SPJ does not act as contracting, actual, direct or indirect air carrier) and does not provide air transportation services. SPJ is not a party to the Carriage Agreement. For each Flight, the air carrier shall be the Operator.
- 2.3 All requests to be made, and all documents or information to be provided, by the Client and/or the Passengers to the Operator in connection with the Charter Mission shall be made/provided through SPJ.
- 2.4 Any Additional Services requested by the Client shall be arranged by SPJ, acting also in this respect as agent, in the name and on behalf of the Client. Accordingly, SPJ shall conclude any Additional Services Agreement with the relevant provider (which may also be the Operator) as agent, in the name and on behalf of the Client.

3. Booking Process

- 3.1 Upon signature of the Flight Offer, the Client shall immediately (and in any case before the positioning of the Aircraft for the first Flight, unless otherwise agreed in writing by SPJ) pay the Price to SPJ.
- 3.2 Instead of immediately paying the Price, and subject to SPJ's consent, the Client may elect to guarantee the full payment of the Price by credit card (using one of the credit card types approved by SPJ); in such case, the Client shall pay the Price to SPJ within the time period indicated by SPJ, failing which SPJ shall be entitled to exercise the guarantee and charge the credit card for the full amount of the Price.
- 3.3 As soon as reasonably practicable after receipt of the Price or guarantee of the full payment thereof by credit card (whichever occurs first), SPJ shall conclude the Carriage Agreement with the Operator, acting as agent, in the name and on behalf of the Client. The Client acknowledges and agrees that SPJ shall not have any obligation to negotiate the terms of the Carriage Agreement.
- 3.4 SPJ shall not bear any liability in case the Operator eventually refuses to, or for any reason does not, enter into the Carriage Agreement (in particular in case of unavailability of the Aircraft or its crew) or if the Owner refuses its approval of the Charter Mission. In such case, as SPJ's sole obligation, SPJ shall refund the Price to the Client (to the extent already received by SPJ), unless otherwise agreed between the Parties.
- 3.5 Upon conclusion of the Carriage Agreement and, as applicable, the Owner's approval of the Charter Mission, SPJ will send a Flight Confirmation to the Client.

- 3.6 The Client shall indicate to SPJ (for further transmission to the Operator) the identity of all Passengers sufficiently in advance before the first Flight and shall communicate to SPJ (for further transmission to the Operator) all information and documents related to the Passengers as may be requested by the Operator (through SPJ), including any PNR Data. For flight safety purposes, the Client shall be responsible for informing SPJ of any allergies the Passengers may have.
- 3.7 Before the first Flight of the Charter Mission, SPJ will send a Flight Briefing to the Client, indicating in particular (i) the Aircraft registration mark, (ii) the Flight(s) number(s) and/or the name of the Operator, (iii) the names and contact details of the handling agents and (iv) the Meeting Time(s).
- 3.8 The Client acknowledges and agrees that the Operator shall, as applicable, be solely responsible for the issuance and delivery of any passengers' tickets, Baggage receipts and other necessary documents to the Passengers, and that SPJ shall not bear any obligation or liability in relation to the same.
- 3.9 All times indicated in the Documents are local times.

4. Price and Additional Charges

- 4.1 The Price includes exclusively:
- (i) Fuel;
 - (ii) Landing and overflight fees;
 - (iii) Crew (a flight attendant will be present onboard the Aircraft during the Flight(s) only if such presence is indicated in the Flight Briefing);
 - (iv) Handling agent services by the ground handling agents selected by the Operator; and
 - (v) SPJ's remuneration (which is a privileged information of SPJ and shall not be disclosed to the Client).
- 4.2 Unless otherwise expressly provided herein, the Client shall not be entitled to any reduction or refund of the Price (or any part thereof) for any reason whatsoever (including in case of reduction in the number of Passengers). The Price is a fixed price, subject to any increase as provided in this Agreement.
- 4.3 Unless otherwise expressly provided in the Flight Offer, the Price does not include in particular the following charges, which shall be additionally borne by the Client, including if such charges relate to any positioning, ferry and/or repositioning flights related to the Charter Mission (the "**Additional Charges**"):
- (i) Any Additional Services requested by the Client, it being understood that any Additional Services shall be subject to availability and to SPJ's prior written consent, which may in particular be conditioned upon the Operator's consent;
 - (ii) Internet and/or phone usage (if available onboard the Aircraft), it being understood that SPJ does not warrant the functioning of internet and/or phone. Notwithstanding anything herein or in any Document to the contrary, internet and/or phone usage is never included in the Price;
 - (iii) Deicing and anti-icing charges;
 - (iv) Any Smoking Cleaning Fees (as defined below);
 - (v) Any charges resulting from a change to the Charter Mission requested by the Client and/or the Passengers;
 - (vi) Any change to the handling agents selected by the Operator (any request by the Client and/or the Passengers for a specific handling agent cannot be guaranteed);
 - (vii) Fuel surcharges invoiced by the Operator;
 - (viii) Insurance overcharges (including war-risk insurance premiums) for certain countries/areas;
 - (ix) Any additional insurance requested by the Client;
 - (x) VIP lounges;
 - (xi) Royalties and non-objection fees;
 - (xii) Particular or special overflight permissions, special flight permits and non-standard approvals;
 - (xiii) Additional crew costs invoiced by the Operator;
 - (xiv) Any value added tax and other taxes (including special taxes such as the Italian Luxury Tax or the United Kingdom Air Passenger Duty) imposed in relation to the Charter Mission;
 - (xv) Any statutory taxes, charges, emissions trading or any other costs or duties payable in connection with greenhouse gas emissions;

- (xvi) Taxes and charges imposed in relation to pets;
- (xvii) Expenses relating to stopovers due to customs and immigration procedures; and
- (xviii) Any unexpected expenses invoiced by the Operator.

- 4.4 The Client acknowledges and agrees that the amount of the Additional Charges may include a margin in favor of SPJ. Additional Charges shall be immediately due and payable by the Client upon receipt of a corresponding invoice from SPJ.

5. Operator and Aircraft

- 5.1 SPJ undertakes to use reasonable endeavors to ask the Operator to provide, once a year (at a time selected by SPJ in its sole discretion):
- (i) A copy of the Operator's Air Operator Certificate (or the local equivalent) for commercial operations; and
 - (ii) A copy of a third-party liability insurance certificate for the Aircraft (it being understood that SPJ does not itself hold a liability insurance covering the Client, the Passengers and/or the Charter Mission, including if any Flight(s) are to or from the United States of America).
- 5.2 SPJ shall not have any other duty in relation to the selection of the Operator.
- 5.3 For Flights outside of the European Union and Switzerland, the Client acknowledges and agrees that, from time to time, the Operator and/or the Operator's country may be subject to an operating ban or part of a ban list (including a ban within the European Union and/or Switzerland). The Client agrees that, although SPJ will use reasonable endeavors to make the Client aware of any such bans, SPJ shall not bear any liability in relation to such Flights and bans and the Client shall be solely responsible for informing the Passengers of such bans in due course and for encouraging them to use alternative means of transport (upon SPJ's request, the Client shall provide SPJ with evidence that such information and encouragement were provided to the Passengers).
- 5.4 The cabin dimensions, seat capacity, floor plan, year of manufacture, year of refurbishment (if any), speed and/or pictures of the Aircraft indicated in any Document are given for information only and may be different. Notwithstanding the seat capacity indicated in any Document, the Flight Offer may indicate a maximum number of passengers, which shall be binding on the Client.
- 5.5 The Aircraft is a non-smoking aircraft, unless the contrary is expressly confirmed by SPJ and/or the Operator. In case the Passengers smoke in the Aircraft (without prejudice to SPJ's rights under articles 13.7, 13.8 and 17, in particular if the Aircraft was a non-smoking aircraft), the Client shall be charged a smoking cleaning fee based on the costs incurred by the Operator for the related cleaning(s) of the Aircraft (the "**Smoking Cleaning Fee**").

6. Passengers

- 6.1 Persons with reduced mobility, minors traveling without their legal representative, pregnant women, newborns and persons with a need for any specific assistance (collectively, "**Special Passengers**") are accepted onboard the Aircraft only if (i) they have been announced by the Client at the time of the Charter Mission request, (ii) SPJ has confirmed in writing to the Client the Operator's acceptance to carry such Special Passengers during the Charter Mission and, cumulatively, (iii) the Special Passengers comply with any specific conditions imposed by the Operator. Such acceptance is subject to all Applicable Regulations.
- 6.2 All Passengers must ensure that their state of health allows them to attend the Charter Mission. In case of doubt, the Passengers should seek medical advice. The Operator shall be entitled at any time and in its sole discretion to require from any Passenger (not only a Special Passenger) the production of a medical certificate of non-contraindication to the Charter Mission.
- 6.3 The Client undertakes to submit to the Passengers all terms of this Agreement which apply to the Passengers (including the Notice to the Passengers) and to cause the Passengers to agree to, and comply with, such terms.

- 6.4 The Client shall be jointly and severally liable for all Passengers' obligations under or in connection with this Agreement.

7. Baggage

- 7.1 The number and weight of pieces of Baggage are limited according to the Aircraft type and model, the number of Passengers, the itinerary and any applicable operational restrictions. Any Baggage capacity indicated in any Document is given for information only, and the pilot in command shall take the final decision regarding Baggage at the time of boarding, based on the actual weight and size of the pieces of Baggage.
- 7.2 The Passengers are responsible for their Baggage and shall make sure that their Baggage does not include any prohibited, regulated or dangerous goods (SPJ will provide guidance upon request). The transport of weapons and munitions for leisure is subject to the Operator's prior written consent.
- 7.3 The Operator may refuse the carriage of Baggage if it is deemed excessive for any reason whatsoever, or not compliant with dangerous goods and prohibited articles regulations or any other Applicable Regulations that the Operator has to comply with.
- 7.4 If required, the Passengers shall accept inspection of their Baggage by customs or other government officials. SPJ shall not be liable to the Passengers or the Client for any Damage suffered by the Passengers in connection with such inspection or the Passengers' failure to accept such inspection (without prejudice to SPJ's rights under articles 13.7, 13.8 and 17).
- 7.5 The Client and the Passengers acknowledge and agree that the Operator is entitled to request any Passenger to permit a search to be made on his person and his Baggage and may search the Passenger's Baggage in his absence if the Passenger is not available for such permission to be sought for the purpose of determining whether he is in possession of or whether his Baggage contains any articles which are prohibited under this article or the Operator's regulations regarding dangerous goods and prohibited articles. If the Passenger is unwilling to comply with such request, the Operator may refuse to carry the Passenger or his Baggage and SPJ shall not be liable to the Passengers or the Client for any Damage suffered by the Passengers in that event (without prejudice to SPJ's rights under articles 13.7, 13.8 and 17).

8. Pets

- 8.1 Pets are accepted onboard the Aircraft only if (i) they have been announced by the Client at the time of the Charter Mission request, (ii) their presence is indicated in the Flight Offer (for the avoidance of doubt, SPJ may accept or refuse pets in its sole discretion) and, cumulatively, (iii) they hold all documents required under any Applicable Regulations (including any vaccination and vermifuge certificates and animal passports).
- 8.2 Such acceptance is subject to all Applicable Regulations, in particular pets regulations in place at the airports/countries of the Charter Mission.
- 8.3 The Client shall be solely responsible for any cleaning fees invoiced by the Operator in connection with the pets, in particular in case of Damage caused by any pet to the Aircraft cabin.
- 8.4 The Operator shall be entitled to impose (i) a weight limit per animal, (ii) an exclusion of some breeds and/or (iii) transport modalities (such as the obligation to keep pets in a cage or on a leash).
- 8.5 For the avoidance of doubt, in case the transport of any pet is refused at any time by the Operator in accordance with the terms of this Agreement and/or the Carriage Agreement (including, for instance, because such pet was not announced by the Client at the time of the Charter Mission request and/or its presence was not indicated in the Flight Offer), this shall be deemed a cancellation of the Charter Mission by the Client entitling SPJ to the payment of the applicable Cancellation Charges (as defined below), unless the Client or the relevant Passenger immediately accepts to travel without such pet (it being understood that neither SPJ

nor the Operator shall have any obligation or liability in relation to such transport refusal and the possible consequences thereof).

9. Compliance

- 9.1 The Client and the Passengers shall be solely responsible for complying, and shall comply, with the terms of the Carriage Agreement and of any Additional Services Agreement.
- 9.2 The Client and the Passengers shall also be solely responsible for complying, and shall comply, with all Applicable Regulations. In particular:
- (i) The Passengers shall be legally authorized to take the Flight(s) (this shall be checked by the Client) and shall be solely responsible for carrying a valid passport, obtaining any visa where required and ensuring the accuracy of any required document or information (including any invitation or sponsorship);
 - (ii) The Passengers shall be solely responsible for complying with any sanitary restrictions/conditions of the countries of departure and arrival of each Flight (in particular in relation to the Covid-19 sanitary crisis), including holding any valid and up-to-date medical certificate, vaccination certificate and/or negative PCR/antigenic test certificate (as required);
 - (iii) Neither the Client nor the Passengers shall use the Aircraft for any illegal purpose or for providing transportation of passengers or cargo for compensation or hire;
 - (iv) The Client undertakes to use the Aircraft exclusively for the transportation of the Client, its officials, employees and guests; and
 - (v) The Client and the Passengers shall ensure that any pet holds all documents required under any Applicable Regulations (including any vaccination and vermifuge certificates and/or any animal passport).
- 9.3 The Client and the Passengers shall also be solely responsible for knowing, and becoming aware in due course of any change to, all Applicable Regulations.
- 9.4 SPJ shall not be liable to the Passengers or the Client for any Damage suffered by the Passengers in connection with the Client's or any Passenger's failure to comply with any Applicable Regulations (in particular in respect of any Passenger's failure to hold the required travel and sanitary documents). The Client shall be billed for any additional costs (including surcharges, fees, fines, penalties) resulting from such non-compliance by the Client or any Passenger (without prejudice to SPJ's rights under articles 13.7, 13.8 and 17).

10. Meeting Time and Delay

- 10.1 The Client shall be solely responsible for ensuring that the Passengers arrive at the airport sufficiently in advance to be ready (and on board with their Baggage) at the scheduled departure time of each Flight, and in any case at least on the Meeting Time.
- 10.2 In case the Passengers are in delay beyond the Meeting Time for any reason whatsoever (including late arrival for any reason, missing Passengers, missing documents, customs formalities, failure to obtain any required negative PCR/antigenic test on time), SPJ and/or the Operator shall be entitled in its/their sole discretion to treat such delay as constituting a cancellation of the Charter Mission by the Client entitling SPJ to the payment of the applicable Cancellation Charges.
- 10.3 If, nonetheless, SPJ and the Operator do not treat such delay as constituting a cancellation of the Charter Mission and the Operator accepts to perform the Charter Mission, the Client shall reimburse SPJ for any costs incurred as a result of such delay, a new departure time (which may extend to the following day, the next airport opening day, the next available slot or the next date of availability of the Aircraft) will be determined by the Operator and neither SPJ nor the Operator shall be liable for any Damage caused by such change.

11. Cancellation and Changes by the Client

- 11.1 After the signature of the Flight Offer by the Client, in case the Client and/or the Passengers cancel the Charter Mission for any reason whatsoever, the Client shall be charged (i) the Cancellation Fees (as defined below), (ii) any Additional Charges already incurred by SPJ and/or the Operator and (iii) any Damage incurred by SPJ as a result of such cancellation (collectively, (i) to (iii), the “**Cancellation Charges**”).
- 11.2 The cancellation fees shall be the following (unless the Flight Offer contains different cancellation fees, in which case the cancellation fees indicated in the Flight Offer shall prevail over the cancellation fees indicated below) (the “**Cancellation Fees**”):
- (i) Cancellation received and acknowledged by SPJ 21 days or more prior to the scheduled departure time of the first Flight: 30% of the Price;
 - (ii) Cancellation received and acknowledged by SPJ less than 21 days but more than 7 days prior to the scheduled departure time of the first Flight: 50% of the Price;
 - (iii) Cancellation received and acknowledged by SPJ less than 7 days but more than 4 days prior to the scheduled departure time of the first Flight: 75% of the Price;
 - (iv) Cancellation received and acknowledged by SPJ less than 4 days prior to the scheduled departure time of the first Flight, or at any time before if the Aircraft has already been positioned to the point of departure of the first Flight, or in case of no show of the Passengers: 100% of the Price,
- provided that the Cancellation Fees set out above shall not be lower than EUR 2,500, or the equivalent in the currency indicated in the Flight Offer.
- 11.3 If it is indicated in the Flight Offer that any Flight or the Charter Mission is booked (i) as (an) empty leg(s) related to another mission of the Aircraft (“**Empty Leg(s)**”) or (ii) as (a) one-way Flight(s), the Cancellation Fees shall be 100% of the Price as of the signature of the Flight Offer by the Client, irrespective of the time when the cancellation is received and acknowledged by SPJ.
- 11.4 In case the Price had not yet been paid by the Client at the time of cancellation, the Client shall pay the applicable Cancellation Charges to SPJ within 3 days of cancellation; if the Client had guaranteed the payment of the Price by credit card in accordance with article 3.2, SPJ shall be entitled to immediately exercise the guarantee and charge the credit card for the full amount of the Cancellation Charges (and any other amounts owed by the Client and/or the Passengers to SPJ under or in connection with this Agreement). In case the Price was already paid by the Client, SPJ shall reimburse the Price to the Client upon deduction of the applicable Cancellation Charges and any other amounts owed by the Client and/or the Passengers to SPJ under or in connection with this Agreement.
- 11.5 No partial cancellation of the Charter Mission shall be possible (unless otherwise agreed on a case-by-case basis by SPJ). In case of partial cancellation of the Charter Mission, the full Price (and any other amounts owed by the Client and/or the Passengers to SPJ under or in connection with this Agreement) shall remain due and payable and no part thereof shall be reimbursed by SPJ.
- 11.6 No cancellation of Additional Services shall be possible (unless otherwise agreed on a case-by-case basis by SPJ). In case of cancellation of any Additional Service, the corresponding Additional Charges shall remain due and payable and no part thereof shall be reimbursed by SPJ.
- 11.7 For the avoidance of doubt, the Cancellation Charges shall also be due in case the Client and/or the Passengers cancel the Charter Mission, or if any Passenger cannot take a Flight, because any Passenger does not comply with any Applicable Regulations, including any sanitary restrictions/conditions of the countries of departure and arrival of any Flight (in particular in relation to the Covid-19 sanitary crisis); this shall in particular be the case if any Passenger does not hold a valid and up-to-date medical certificate, vaccination certificate and/or a negative PCR/antigenic test certificate (as required), for instance because such Passenger’s PCR/antigenic test was positive. The foregoing shall apply even if there has been a change in Applicable Regulations between the time of signature of the Flight Offer and the time of departure of any Flight.
- 11.8 Any change to the Charter Mission requested by the Client and/or the Passengers (in particular any change to the airports, dates, times and/or number or identity of the Passengers indicated in any Document) shall be

subject to SPJ's prior written consent (which shall in particular be conditioned upon the Operator's consent) (in particular, the Client and/or the Passengers shall not rely on any consent provided by the crew of the Aircraft), in which case the Client shall immediately pay to SPJ any Additional Charges resulting from such change agreed by SPJ (in particular any modifications charges invoiced by the Operator and any margin in favor of SPJ). For the avoidance of doubt, any such change, if not accepted in advance by SPJ, shall be deemed a cancellation of the Charter Mission by the Client entitling SPJ to the payment of the applicable Cancellation Charges.

12. Changes by the Operator

12.1.1 The Client acknowledges and agrees, and confirms that the Passengers acknowledge and agree, that all information regarding the Charter Mission and the Flight(s) which is provided in the Documents may be changed at any time by the Operator (in particular at the time of issuance of any new Flight Briefing by SPJ), without SPJ or the Operator incurring any obligation or liability to the Client or the Passengers.

12.1.2 In particular:

- (i) The Operator may change the handling agents and/or the crew;
- (ii) The airports, dates and/or times of departure and/or arrival may be modified by the Operator, in particular because of airport slots, traffic rights, take-off, overflight, landing and parking permissions, weather conditions and air traffic control orders;
- (iii) The duration of each Flight indicated in the Documents is given for information only and may change in particular because of weather conditions and air traffic control orders;
- (iv) The routing may be adapted by the Operator in particular because of weather conditions or other operating reasons, and may include a diversion or a stop; and
- (v) The Operator may replace the Aircraft designated in the Documents by another aircraft of its fleet of an identical or similar type and/or model, which shall be deemed the "Aircraft" for the purposes hereof.

13. Payment Terms and Default

13.1 All amounts to be paid by the Client and/or any Passenger to SPJ under or in connection with this Agreement shall be paid by wire transfer or, subject to SPJ's consent, credit card (using one of the credit card types approved by SPJ), net of bank charges, in the currency indicated in the corresponding (proforma) invoice from SPJ.

13.2 In case of payment or guarantee by credit card:

- (i) An additional non-refundable credit card administration fee of 5% of the amount so paid or guaranteed will be payable; and
- (ii) The Client represents and warrants to SPJ that (i) the holder of the credit card consents to such payment or guarantee (and accepts to be unconditionally charged in case of exercise of the guarantee, without recourse against SPJ) and (ii) such payment and/or guarantee (and the exercise thereof) shall not breach any Applicable Regulations.

13.3 Unless otherwise provided herein, all amounts payable by the Client and/or any Passenger to SPJ under or in connection with this Agreement shall be due and payable by the Client and/or the Passenger immediately upon receipt of a corresponding invoice from SPJ.

13.4 All payments made by the Client and/or any Passenger to SPJ under or in connection with this Agreement shall be made without any deduction or withholding and cannot be subject to any offsetting or counterclaim. If the Client and/or any Passenger is required by law to make any deduction or withholding for any reason, the Client and/or the Passenger shall increase the amount payable so that, after any such deduction or withholding, SPJ receives the amount which it would have received had no such deduction or withholding been made.

13.5 Unless otherwise expressly provided herein (including in the Flight Offer), all amounts payable by the Client and/or any Passenger under or in connection with this Agreement are amounts exclusive of any value added or similar taxes which may be imposed in any country on such amounts, this Agreement, the Carriage

Agreement, any Additional Services Agreement, the Charter Mission, any Additional Services and/or the provisions of SPJ's services hereunder. The Client and/or any Passenger shall be responsible for, and shall indemnify SPJ, for any such taxes and for any other taxes, charges and duties incurred by SPJ, the Client and/or any Passenger under or in connection with this Agreement (excluding only taxes assessed on SPJ's incomes).

- 13.6 The Client acknowledges and agrees that this Agreement (as executed by the Client, including in accordance with the processes set out in article 18.10, or otherwise accepted by it in accordance with article 18.9) shall constitute a debt acknowledgment from the Client, in particular with respect to the Price and the Cancellation Charges, for the purpose of article 82 of the Swiss Federal Act on Debt Enforcement and Bankruptcy (RS 281.1).
- 13.7 Each of the following events shall constitute an event of default by the Client (each, an **"Event of Default"**):
- (i) Any delay in the payment of any amount payable by the Client and/or any Passenger to SPJ under or in connection with this Agreement;
 - (ii) Any other breach by the Client and/or any Passenger (or delay in the performance) of any of its/their obligations under or in connection with this Agreement;
 - (iii) Any breach by the Client and/or any Passenger of the terms of this Agreement, the Carriage Agreement, any Additional Services Agreement or any other agreement;
 - (iv) Any breach by the Client and/or any Passenger of any Applicable Regulations;
 - (v) The Client goes bankrupt or becomes insolvent (or is affected by any other similar event); or
 - (vi) The Client (or any related person, including the direct or indirect beneficial owner of the Client) or any Passenger is or becomes subject to any sanction imposed by any national or supranational authority (including the United Nations, the United States Office of Foreign Assets Control (OFAC), the European Union, the United Kingdom and the Swiss State Secretariat for Economic Affairs (SECO)).
- 13.8 In case any Event of Default occurs, without prejudice to SPJ's other rights and remedies under this Agreement, at law or otherwise:
- (i) SPJ shall be entitled to suspend the provision of its services hereunder;
 - (ii) SPJ shall be entitled to deem the Charter Mission as cancelled by the Client and to charge the Client for the applicable Cancellation Charges;
 - (iii) Default interest at the rate of 10% per annum shall be automatically due on any amount payable by the Client and/or any Passenger from the first day of delay until the date of actual and full payment by the Client and/or the Passenger (both before and after debt enforcement or judicial proceedings), without the need of any notice from SPJ; and
 - (iv) The Client and/or the Passenger shall indemnify and hold SPJ harmless against any foreign exchange loss, enforcement costs, collection costs, court and lawyers' fees and any other Damage incurred by SPJ as a result of such Event of Default.

14. Adverse Events

- 14.1 The availability of the Aircraft for the Charter Mission is not sufficient to guarantee that the Charter Mission can be performed.
- 14.2 The Client acknowledges and agrees, and confirms that the Passengers acknowledge and agree, that the Charter Mission and all Flights are subject to, and may be impacted by, the following parameters and/or limitations (collectively, **"Adverse Events"**), which may also occur in relation to any positioning, ferry and/or repositioning flights related to the Charter Mission:
- (i) All Flights are subject to airport slots, traffic rights, take-off, overflight, landing and parking permissions, and may be subject to other operational restrictions.
 - (ii) There may be restrictions for any Flight starting and terminating in the same country (cabotage).
 - (iii) All Flights may be affected by any act of God, act of nature, weather conditions, pandemic, epidemic, quarantine, war, terrorism, political instability, acts of civil or military authority, strike or labor dispute (whether involving the workforce of the Operator or any other party), mechanical failure, unserviceability of the Aircraft, unavailability or illness of the crew, airport or airspace closure, safety risk, lack of essential supplies or parts, decision or action or absence of decision or action by any authority or a third party,

compliance with any Applicable Regulations, air traffic control orders, order from the Owner or by any other cause beyond the reasonable control of the Operator.

- (iv) The pilot in command of the Aircraft shall be in complete charge and control of the Aircraft at all times and shall have absolute discretion as to all matters relating to the operation and safety of the Aircraft, including with respect to payload (Passengers and Baggage), planned route, timing and final landing destination. In particular, if, in the pilot in command's sole judgment, safety of flight may be jeopardized, then the pilot in command may terminate, cancel, modify or divert a Flight.
- (v) The Operator (or the pilot in command) will refuse carriage or onward carriage, or will cancel any Flight when:
 - (a) Such action is necessary for reasons of safety;
 - (b) Such action is necessary to prevent violation of any Applicable Regulations; or
 - (c) The conduct, age or mental or physical condition of any Passenger is such as to (i) require special assistance from the Operator, (ii) cause discomfort or make himself objectionable to other Passengers or (iii) involve any hazard or risk to himself or to other persons or properties (this includes any situation where any Passenger endangers the safety of the Aircraft or any person or property on board; obstructs the crew in the performance of their duties; fails to comply with any instruction of the crew; uses any threatening, abusive or insulting language towards the crew or behaves in a disorderly, unpredictable, unsafe or aggressive manner (including as a result of alcohol, drugs or medicines consumption) towards the crew or other Passengers).
- (vi) If it is indicated in the Flight Offer that any Flight or the Charter Mission is booked as (an) Empty Leg(s), the Operator may cancel the Flight or the Charter Mission at any time, in particular if the main mission is cancelled or changed.

14.3 In case of delay in the performance, or a diversion, modification, cancellation or termination, of any Flight or the Charter Mission by the Operator (or in case the Operator is otherwise prevented from, or delayed in, performing its obligations under the Carriage Agreement or carrying on its business) due in whole or in part to any Adverse Event:

- (i) Neither SPJ nor the Operator shall be deemed to be in breach of its obligations or bear any liability towards the Client and/or the Passengers.
- (ii) If any Flight or the Charter Mission is delayed (by a few hours or even a few days) or modified due in whole or in part to any Adverse Event, the Client and the Passengers shall accept such delay or modification without any indemnification.
- (iii) If, due in whole or in part to any Adverse Event, any Flight departs from an airport different from the one indicated as the airport of departure in the Documents, the Passengers shall be solely responsible for reaching the new departure airport at their or the Client's costs and the Flight shall be deemed completed. No refund or indemnity shall be granted by SPJ or the Operator, and SPJ shall be entitled to charge the Client for any cost incurred by SPJ as a result of such change.
- (iv) If, due in whole or in part to any Adverse Event, any Flight is diverted (before or during such Flight) and the Aircraft consequently lands at an airport different from the one indicated as the airport of arrival in the Documents, the Flight shall be deemed completed and the Passengers shall be solely responsible for reaching their destination at their or the Client's costs. No refund or indemnity shall be granted by SPJ or the Operator, and SPJ shall be entitled to charge the Client for any cost incurred by SPJ as a result of such diversion.
- (v) If any Flight or the Charter Mission is cancelled or terminated prior to completion, due in whole or in part to any Adverse Event attributable to the Client or any Passenger (in particular, the conduct, age or condition of any Passenger), SPJ shall be entitled in its sole discretion to (i) deem the Charter Mission as completed (with the Price and all Additional Charges being due as per the terms hereof) or (ii) charge the Client the applicable Cancellation Charges as if the Charter Mission had been cancelled by the Client. SPJ shall in addition be entitled to the payment by the Client of any additional costs (whether incurred by SPJ or the Operator) caused by such Adverse Event.
- (vi) If any Flight or the Charter Mission is cancelled or terminated prior to completion, due in whole or in part to any Adverse Event which is not attributable to the Client or any Passenger, SPJ shall reimburse the Client for such part of the Price (to the extent already received by SPJ; if the Price had not yet been paid by the Client, the Client shall be released from the obligation to pay such part of the Price) related to the non-performed part of the Charter Mission, only to the extent the Operator repays all amounts paid by SPJ to the Operator in respect of the same, provided that SPJ shall be entitled to charge the Client for:
 - (a) Any cost incurred by SPJ as a result of said cancellation or termination;

- (b) Any cost (including any Additional Charges) already incurred by SPJ and/or the Operator in connection with the Flight or the Charter Mission which has been cancelled or terminated (including any cost of any positioning flight already performed or to be performed, in particular to reposition the Aircraft at its home base); and
- (c) The costs attributable to such flight(s) as may be necessary to return the Passengers to their original airport of departure.
- (vii) The Client (and/or, as applicable, the Operator) shall be solely responsible for any and all accommodation, refreshments, meals, transportation and any other Damages incurred in respect of the Passengers wherever and howsoever the same shall arise. All such Damages shall, if incurred by SPJ, be reimbursed by the Client to SPJ on demand.

14.4 If, due in whole or in part to any Adverse Event, the Aircraft designated in the Documents is substituted by another aircraft (which may be of a different type and/or model, even inferior) (the “**Replacement Aircraft**”) before completion of a Flight or the Charter Mission (so that such Flight or the Charter Mission is not cancelled or terminated in accordance with article 14.3), the following shall apply to such Flight or the Charter Mission performed by the Replacement Aircraft (the “**Replacement Flight(s)**”):

- (i) The Client and the Passengers shall accept the Replacement Aircraft and any delay and/or modifications to the Replacement Flight(s) without any indemnification.
- (ii) Neither SPJ nor the Operator of the replaced Aircraft shall be deemed to be in breach of its obligations or bear any liability towards the Client and/or the Passengers.
- (iii) The Client shall pay to SPJ any additional costs incurred in connection with such change of aircraft (including any increase in the Price). No refund or indemnity shall be granted to the Client and/or the Passengers.
- (iv) If the Replacement Aircraft is part of the Operator’s fleet, the Replacement Aircraft shall be deemed to be the “Aircraft” for the purposes of the Replacement Flight(s).
- (v) If the Replacement Aircraft is not part of the Operator’s fleet, (i) the Operator of the replaced Aircraft shall not be deemed to be the contractual carrier for the Replacement Flight(s), (ii) SPJ shall issue, and the Client shall accept and sign, a new flight offer (which shall be governed by these General Terms or the carriage agreement set out on the Website, as applicable), and (iii) the part of the Price paid by the Client which should have been reimbursed to the Client in accordance with article 14.3 (had the Replacement Flight(s) not been performed) shall be retained by SPJ and credited against the payment of the price under the new flight offer.

For the avoidance of doubt, SPJ shall not have any obligation to find a Replacement Aircraft.

14.5 The Client shall pay to SPJ all additional costs and any other Damage arising from or in relation to any Adverse Event (especially in case of any change or delay to any Flight). In particular, in case any parking permission is not granted at any destination airport, the Client shall bear any costs resulting from the positioning/repositioning of the Aircraft to/from any alternate airport where parking is available.

15. Personal Data

15.1 All personal data with respect to the Client and the Passengers will be collected and processed by SPJ in accordance with the Privacy Policy. The Client hereby confirms that it has read the Privacy Policy and expressly agrees to all terms thereof. The Client further confirms that it has submitted the Privacy Policy to all Passengers, that they have read it and that they expressly agree to all terms thereof.

15.2 Without prejudice to the generality of the foregoing:

- (i) The Client hereby expressly authorizes, and confirms that the Passengers expressly authorize, SPJ to collect and transfer PNR Data to the Client, to the Operator and to any service providers (whether directly or through the Operator) such as airport operators, handling agents, limousine companies, insurance companies or other companies, to the extent such transfer is necessary for the performance of the Charter Mission and/or the provision of any Additional Services.
- (ii) For security and immigration purposes, authorities of certain countries may require that the Operator transfers to them specific travel data related to the Passengers and the Passengers’ journey. The Client hereby expressly authorizes, and confirms that the Passengers expressly authorize, SPJ and the Operator to transfer to these authorities any required PNR Data.

- (iii) The Client acknowledges and expressly agrees, and confirms that the Passengers acknowledge and expressly agree, that PNR Data may have to be transferred to countries where the data protection level is not equivalent to that provided in the Client's and/or the Passengers' home country.
- (iv) The Client further expressly authorizes, and confirms that the Passengers expressly authorize, SPJ and the Operator to collect information on the preferences and tastes of the Client and the Passengers (including catering specific requests) in order to improve the quality of the service rendered to the Client and the Passengers (SPJ may in particular communicate such information to any future carrier of the Client and/or the Passengers).
- (v) SPJ does not assume liability for any breach of any data protection regulation by the Operator and/or any other person or authority to which SPJ and/or the Operator may transfer personal data of the Client and/or the Passengers. The Client and the Passengers hereby waive any and all claims and remedies against SPJ.

16. Exclusion of Liability

- 16.1 SPJ does not assume liability for, and the Client and the Passengers waive, any and all claims and remedies against SPJ in relation to, any Damage due to any action or omission of the Operator or third parties or occurring out of or in connection with the Charter Mission, the Flight(s) and/or any Additional Services, whether incurred by the Client or by the Passengers.
- 16.2 Without prejudice to the generality of the foregoing:
 - (i) SPJ is not a party to the Carriage Agreement and to any Additional Services Agreement and shall not bear any obligation or liability in relation thereto.
 - (ii) SPJ does not assume liability for any injury, death, loss, accident, delay or other Damage due to any action or omission of the Operator or third parties or occurring out of or in connection with the Flight(s), whether incurred by the Client or by the Passengers. The Client hereby acknowledges and agrees, and confirms that the Passengers acknowledge and agree, that in any such event the Client and the Passengers shall only have recourse against the Operator.
 - (iii) SPJ does not assume liability for any aggravation or deterioration of the state of health of the Client and/or the Passengers during or following the Charter Mission.
 - (iv) SPJ shall not bear any liability (and shall in particular not reimburse any amount to the Client or the Passengers, and the Client shall pay the Price and any other amount payable hereunder) if the Operator ceases activity, goes bankrupt or is affected by any other similar event before the departure of any Flight.
 - (v) SPJ shall not bear any liability in relation to the Aircraft, the services of the Operator or any Additional Services.
 - (vi) SPJ shall not be deemed to have made any representations or offered any warranties with respect to the Operator or the Aircraft, its crew, its operation and its maintenance, including the design or condition of the Aircraft, its satisfactory quality or fitness for the Client's intended use, the quality of the material or manufacture of the Aircraft, its compliance with any specifications or with any Applicable Regulations.
 - (vii) In the context of this Agreement and the Charter Mission, SPJ has no power or responsibility of any kind whatsoever regarding operational matters, including audits or checks, how any Flight is carried out and the loading of the Aircraft. All safety, security and operational matters are in the absolute and sole discretion of the Operator and/or the pilot in command.
 - (viii) SPJ does not assume liability in relation to any failure, issue or risk occurring in respect of any mean of communication used between the Parties (including any internet or email system failure, or the fact that any email would arrive in the spam/junk email folder of the other Party).
- 16.3 To the maximum extent allowed by applicable law, any liability of SPJ for any Damages arising out of or in connection with this Agreement, the Carriage Agreement, any Additional Services Agreement, the Charter Mission, the Flight(s), any Additional Services, any Adverse Event and SPJ's services hereunder is excluded. Notwithstanding anything herein to the contrary, the Client and the Passengers shall not have any rights or remedies against SPJ other than those expressly set out in this Agreement and SPJ has no obligation to pay the Client or the Passengers any amount other than those expressly set out in this Agreement (if any).

- 16.4 In no event shall SPJ be held liable for any indirect, incidental or consequential Damage (including pure economic loss, loss of profits, loss of business, depletion of goodwill and loss of image).
- 16.5 All exclusions, waivers or limitations of liability or obligations contained herein:
- (i) Shall apply towards the Client, the Passengers and any related persons; and
 - (ii) Shall also apply in favor of SPJ's shareholders, beneficial owners, partners, officers, directors, employees, agents, representatives, servants, auxiliaries, delegates, subcontractors, group companies, affiliates, successors and assigns.

17. Indemnification

- 17.1 The Client and the Passengers shall be jointly and severally liable for, and shall indemnify and hold the Indemnitees harmless against, any direct or indirect Damages:
- (i) Which the Client (or any auxiliary thereof), any Passenger (or any auxiliary thereof) or any Passenger's animal or Baggage may cause to any Indemnatee, to the Aircraft or to any other asset in connection with the Charter Mission, the Flight(s) and/or any Additional Services;
 - (ii) Which may result out of or in connection with any Passenger's improper conduct during embarkation, disembarkation or on board the Aircraft, at the airport or during any ground transportation (or other Additional Service);
 - (iii) Which may result out of or in connection with the Carriage Agreement and/or any Additional Services Agreement;
 - (iv) Which may result out of or in connection with any breach by the Client or any Passenger of the terms of this Agreement, the Carriage Agreement, any Additional Services Agreement or any other agreement; and/or
 - (v) Which may result out of or in connection with any breach by the Client or any Passenger of any Applicable Regulations.
- 17.2 Without prejudice to the generality of the foregoing:
- (i) The Client accepts, and confirms that the Passengers accept, full responsibility for the cleaning and/or repairing of the Aircraft cabin if Damages take place during the Charter Mission, or if for whatever reason the cabin is not left at the end of the Charter Mission in the same condition as it was found at the beginning thereof;
 - (ii) The Client and the Passengers shall pay to SPJ on demand any costs incurred by SPJ and/or the Operator in returning or transporting (or arranging the same, in the case of SPJ) any Passenger to the point of origin of any Flight or to any other point pursuant to the direction of any competent authority in any country to, from or over which the Aircraft is flown (in particular in case any Passenger is turned away by the authorities upon arrival in the country of destination, for instance because such Passenger does not comply with the sanitary restrictions/conditions of the country of destination); and
 - (iii) The Client and the Passengers shall be jointly and severally liable for, and shall indemnify and hold the Indemnitees harmless against, any claim of any kind whatsoever from the Operator (or any related person) or any Passenger (or any related person).

18. Miscellaneous

- 18.1 The existence, terms and conditions of this Agreement are confidential, and each Party and its agents shall not disclose such existence, terms or conditions to any other person, except (i) as may be required by law or legal process, (ii) as may be appropriate to obtain advice from its legal or financial advisors, (iii) as may be required to permit any person rendering services to such Party in connection with this Agreement to render such services, (iv) as may be required to permit such Party to perform its obligations or exercise its rights under this Agreement or (v) as may be required to permit such Party to pursue all available remedies for a breach of this Agreement by the other Party.
- 18.2 Unless otherwise expressly provided herein, all notices, demands or requests required or permitted to be given by any of the provisions of this Agreement shall be deemed to have been sufficiently given only when (i) delivered personally against receipt therefor, (ii) sent by overnight courier or certified or registered mail,

postage prepaid, or (iii) sent by electronic transmission via email, addressed to the relevant Party at the address indicated in the Flight Offer (or such other address communicated from time to time by a Party to the other in accordance with the terms of this article).

- 18.3 The failure of either Party to enforce any of the provisions of this Agreement or any rights with respect hereof shall in no way be considered as a waiver of such provisions or rights or in any way to affect the validity of this Agreement. The waiver of any breach of this Agreement by any Party shall not operate to be construed as a waiver of any other prior or subsequent breach.
- 18.4 Each Party agrees to do and perform such other and further acts and execute and deliver any and all such other instruments as may be required from time to time by law or reasonably required by the other Party to establish, maintain and protect the rights and remedies of such Party and to carry out and effect the intent and purpose of this Agreement.
- 18.5 The provisions of this Agreement may not be waived, altered, modified, amended or supplemented in any manner whatsoever except by written instrument signed by an authorized signatory of each Party. In particular, any modifications of this Agreement made by hand by the Client at the time of execution of the Flight Offer by the Client shall not be valid (unless expressly accepted by SPJ in writing) and the silence of SPJ regarding such handmade modifications shall not be deemed an acceptance of the same by SPJ.
- 18.6 This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, but this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other.
- 18.7 SPJ shall be entitled to delegate or subcontract any of its rights, obligations and/or services hereunder to any third party without the Client's consent.
- 18.8 The Client shall be personally liable for compliance with the terms of this Agreement even if it only acts as an intermediary and/or as agent for an end customer (in such case, the end customer shall be jointly and severally liable with the Client).
- 18.9 This Agreement shall become effective once the Client has executed and delivered a counterpart of the Flight Offer to SPJ. The Flight Offer does not need to be countersigned by SPJ. In case the Client is unable to execute a counterpart of the Flight Offer, SPJ may in its sole discretion accept that this Agreement becomes effective upon written confirmation from the Client by email or WhatsApp (or any other mean of communication acceptable to SPJ) that it accepts the terms of the Flight Offer; in such case, this Agreement shall become effective upon receipt of such confirmation by SPJ and references herein to the signature of the Flight Offer shall be deemed to include reference to such acceptance of the terms thereof by email or WhatsApp (or any other mean of communication acceptable to SPJ).
- 18.10 For the execution of the Flight Offer or any document provided herein to be executed and delivered by the Client, the following processes shall be effective as delivery of an originally executed counterpart and shall be deemed to satisfy the requirement for a written form:
- (i) The digital execution of the Flight Offer or any such document via any digital signature platform used by SPJ;
 - (ii) The delivery (in particular via email) of a counterpart of the Flight Offer or any such document digitally signed by the Client (including using Adobe); or
 - (iii) The delivery (in particular via email) of a scanned (PDF) executed counterpart of the Flight Offer or any such document.
- 18.11 If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired, and the Parties agree and undertake to substitute any provision which shall become invalid, illegal or unenforceable by another suitable provision which shall maintain the economic bargain between, and the intention of, the Parties.

- 18.12 This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written (including any previous offer).
- 18.13 In case of contradictions between the versions of these General Terms in various languages, the English version shall prevail.

19. Governing Law and Jurisdiction

- 19.1 This Agreement shall be governed by and construed in accordance with the laws of Switzerland, excluding their conflict of law provisions.
- 19.2 Any dispute, controversy or claim arising out of, or in connection with, this Agreement, including the validity, invalidity, breach or termination hereof, shall be submitted to the exclusive jurisdiction of the courts of Geneva, Switzerland (with the right to appeal to the Swiss Federal Court), to which the Parties hereby irrevocably agree to be submitted. The foregoing shall not prevent SPJ to sue the Client and/or the Passengers before any other competent court.
- 19.3 In case of any dispute, controversy or claim arising out of, or in connection with, this Agreement, all communications between SPJ and the Client and/or the Passengers shall be made exclusively in the English or French languages.

NOTICE TO THE PASSENGERS

(According to art. 3 para. 1 lit. c of the Warsaw Convention, art. 3 para. 4 of the Montreal Convention and art. 6 para. 2 of the EC Regulation)

The Warsaw Convention, the Montreal Convention and/or the EC Regulation may be applicable to the Passengers' journey and these instruments govern and may limit the liability of air carriers in respect of death or injury and for destruction or loss of, or damage to, Baggage, and for delay.

Where the Montreal Convention or the EC Regulation applies, the limits of liability are as follows:

- (1) There are no financial limits in respect of death or bodily injury. For damages above 128,821 SDRs per Passenger, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.
- (2) In respect of destruction or loss of, or damage to, or delay in respect of, Baggage: 1,288 SDRs per Passenger in most cases.
- (3) In respect of damage occasioned by a delay to the journey: 5,346 SDRs per Passenger in most cases.

Where the Warsaw Convention applies, the limits of liability are as follows:

- (1) In respect of death, bodily injury or damage occasioned by a delay to the journey: 16,600 SDRs per Passenger in most cases.
- (2) In respect of destruction or loss of, or damage to, or delay in respect of, Baggage: 17 SDRs per kilogram for checked Baggage and 332 SDRs per Passenger for unchecked Baggage.

Regardless of which Convention/Regulation applies to the journey, the Passenger may benefit from a higher limit of liability for destruction or loss of, or damage to, or delay in respect of, Baggage by making at check-in a special declaration of the value of the Baggage and paying any supplementary fee that may apply. Alternatively, if the value of the Baggage exceeds the applicable limit of liability, the Passenger should fully insure it prior to travel.

Summary of the provisions on air carrier liability for Passengers and their Baggage

This information notice summarizes the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention, in case these instruments are applicable to the Passengers' journey.

Compensation in the 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 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.

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.

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.

Destruction, loss or damage to Baggage

The air carrier is liable for destruction, loss or damage to Baggage up to 1,288 SDRs. 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 can 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 7 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 action

Any action in court to claim damages must be brought within 2 years from the date of arrival of the Aircraft at destination, 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, which is implemented in the Community by the EC Regulation and national legislation of the Member States.