

AIR CHARTER BROKERAGE AGREEMENT

SWISS Private Jet SA
As charter flight broker and agent of the client

ARTICLE 1: DEFINITIONS AND INTERPRETATION

In this Air Charter Brokerage Agreement (this “Agreement”), the following terms shall have the following meanings:

“Additional Services” shall have the meaning ascribed to such term in Article 8 hereof.

“Aircraft” shall mean any aircraft operated by the Carrier to perform the Flight(s).

“Baggage”, which is equivalent to luggage, shall mean such articles, effects, and other personal property of a Passenger as are 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” shall have the meaning ascribed to such term in Article 3 hereof.

“Carrier” shall mean the air carrier being the operator of the Aircraft whose ICAO code is contained in the flight number(s) indicated in the Flight Confirmation.

“Client” shall mean the legal entity or individual booking the Flight(s) either for his own account as Passenger, or for the account of third Passenger(s).

“Client’s Agent” shall mean SWISS PRIVATE JET SA.

“Flight(s)” shall mean the flight or series of flights operated by the Carrier to be performed from the point of departure until destination as described in the Flight Confirmation.

“Flight Confirmation” shall mean the confirmation of the Flight(s) as may be issued from time to time to the Client by the Client’s Agent and signed by the Client.



“Passenger” shall mean any person except members of the crew carried or to be carried in an Aircraft with the consent of the Carrier.

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

“Price” shall mean the price specified in the Flight Confirmation.

“Replacement Aircraft” shall have the meaning ascribed to such term in Article 10 hereof.

“Replacement Flight” shall have the meaning ascribed to such term in Article 10 hereof.

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.

Unless otherwise provided, the term “or” is not exclusive and “include”, “including” and “in particular” are not limiting.

ARTICLE 2: SCOPE OF APPLICATION

This Agreement is entered into between the Client’s Agent and the Client.

By executing the Flight Confirmation or by accepting this Agreement in any other manner (in particular by confirming the Flight(s), whether orally or in writing, and/or by paying the Price), the Client confirms that it has submitted this Agreement to all Passengers and that they have accepted the same. The Client shall cause all Passengers to comply with the terms of this Agreement.

The Client shall not be entitled to assign this Agreement to any person without the Client’s Agent’s prior written consent.

All requests to the Carrier to be made by the Client and/or the Passengers hereunder shall be made through the Client’s Agent.



No variation of this Agreement shall be effective unless agreed in writing by the Client's Agent.

In case of contradiction between the terms of the Flight Confirmation and the terms of this Agreement, the terms of the Flight Confirmation shall prevail.

ARTICLE 3: APPOINTMENT OF THE CLIENT'S AGENT

The Client hereby appoints the Client's Agent as its agent for arranging the Flight(s) by chartering the Aircraft from the Carrier, it being understood that the Client's Agent shall act in a capacity as agent of, for and on behalf of, the Client. Accordingly, the Client authorizes the Client's Agent to enter into a carriage agreement (including any general terms and conditions of carriage) with the Carrier as agent of, for and on behalf of, the Client (the "Carriage Agreement").

At any time upon the Client's request, the Client's Agent will disclose the identity of the Carrier to the Client.

ARTICLE 4: CARRIER'S LIMITATIONS

The Client and the Passengers acknowledge and agree the following limitations.

The pilot in command of the Aircraft will 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 of the Aircraft. In particular, if, in the pilot in command's sole judgment, safety of flight may be jeopardized, then the pilot in command may terminate or cancel a Flight.

The Carrier may refuse carriage or onward carriage, or may cancel the reservation of any Passenger when:

such action is necessary for reasons of safety;

such action is necessary to prevent violation of any applicable laws, regulations, orders, demands or travel requirements of any country to be flown from, into or over; or



the conduct, age or mental or physical state of the Passenger is such as to

- require special assistance from the Carrier which the Carrier is unable to provide;
- cause discomfort or make himself objectionable to other Passengers; or
- involve any hazard or risk to himself or to other persons or to property.

All Flight(s) are subject to airport slots, take-off, overflight, landing and parking permissions.

The Carrier may have to change at any time any information regarding the Flight(s) which is provided in the Flight Confirmation. In particular:

the Carrier may change the handling agent indicated in the Flight Confirmation;

the departure and arrival times may be modified by the Carrier, in particular because of airport slots, take-off, overflight, landing and parking permissions;

the flight time is given for information only and may change in particular because of weather conditions and air traffic control orders;

the routing may be adapted by the Carrier in particular because of weather conditions or other operating reasons, and may include a diversion or a stop.

The Client's Agent shall not bear any obligation or liability to the Client or the Passengers out of or in connection with the limitations set forth in this Article.

ARTICLE 5: CLIENT'S AND PASSENGERS' OBLIGATIONS AND COMPLIANCE WITH LAWS

The Client shall indicate to the Client's Agent (for further transmission to the Carrier) the identity of all Passengers sufficiently in advance before the first Flight and shall communicate to the Client's Agent (for further transmission to the Carrier) all information and documents (including passport copies) related to the Passengers as may be requested by the Carrier (through the Client's Agent).



The Passengers shall be solely responsible for complying, and shall comply, with all laws, regulations, orders, demands and travel requirements of any country to be flown from, into or over (including immigration and customs regulations) and with the Carrier's rules and instructions pertaining thereto. In particular, the Passenger shall be solely responsible for carrying a valid passport, obtaining any visa where required and ensuring the accuracy of any required document or information.

The Client's Agent shall bear no liability for the consequences to any Passenger resulting from his failure to comply with such laws, regulations, orders, demands, travel requirements, rules or instructions (in particular in respect of any Passenger's failure to hold the required travel documents). The Client shall be billed for any additional costs (including surcharges, fees, fines, penalties) resulting from such noncompliance by any Passenger.

If required, the Passengers shall attend inspection of their Baggage by customs or other government officials. The Client's Agent 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 attend such inspection.

The Passengers shall not smoke onboard the Aircraft unless it is expressly provided in the Flight Confirmation and in the Aircraft that the Aircraft is a smoking aircraft.

The Passengers shall arrive at the airport sufficiently in advance to be ready at the departure time of the Flight. In case of delay of the Passengers, the Client shall reimburse the Client's Agent for any amounts invoiced by the Carrier to the Client's Agent as a result of such delay. Furthermore, the Client's Agent shall be entitled to treat such delay as constituting a cancellation entitling the Client's Agent to payment in accordance with the provisions of Article 9 hereof.

The departure and arrival times indicated in the Flight Confirmation may not be changed by the Client and/or the Passengers, save with the Client's Agent's prior written consent (which shall in particular be conditioned upon the Carrier's consent), in which case the Client shall pay to the Client's Agent any additional costs incurred as a result of such change.



In case any Passenger wishes a specific catering from a company which is not an authorized handling agent for the Aircraft, the Client's Agent shall not bear any liability regarding the proposed nutrition and the effects it might have on the health and well-being of the Passenger.

ARTICLE 7: BAGGAGE, DANGEROUS GOODS AND PROHIBITED ARTICLES

The Passengers shall comply with the Carrier's regulations regarding Dangerous Goods and Prohibited Articles. Such regulations are available upon request.

The Passengers shall not include in their Baggage:

articles which do not constitute Baggage as defined herein;

articles which are likely to endanger the Aircraft or persons or property on board the Aircraft, including explosives, compressed gases, corrosives, oxidizing, radioactive or magnetized materials that are easily ignited, poisonous, offensive or irritating substances and liquids of any kind (other than liquids in the Passengers' unchecked Baggage for their use in the course of the journey, provided that the nature and volume is allowed under applicable regulations);

articles the carriage of which is prohibited by applicable laws, regulations or orders of any country to be flown from, into or over; and

articles which, in the opinion of the Carrier, are unsuitable for carriage, by reason of their weight, size or character.

If any Passenger is in possession of, or if his Baggage includes:

weapons of any kinds, in particular sidearms;

munitions; or

articles which, judging by their outward appearance or makings, appear to be weapons or munitions,



he shall present them to the Carrier for inspection, prior to commencement of the Flight(s). The Client and the Passengers acknowledge and agree that the Carrier may accept such articles for carriage only if there are carried as checked Baggage in accordance with the regulations governing carriage of dangerous goods.

The Client and the Passengers acknowledge and agree that the Carrier 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 Carrier's regulations regarding Dangerous Goods and Prohibited Articles. If the Passenger is unwilling to comply with such request, the Carrier may refuse to carry the Passenger or his Baggage and in that event the Client's Agent shall be under no liability to the Passenger or the Client.

ARTICLE 8: RESERVATION PROCESS, PRICE AND PAYMENT TERMS

Unless otherwise specified in the Flight Confirmation, the Client shall pay the Price to the Client's Agent within two (2) business days of receipt of the corresponding invoice and, if the invoice was sent before the beginning of the first Flight, in any case before the positioning of the Aircraft for such first Flight.

As soon as reasonably practicable after receipt of the Price (unless otherwise expressly agreed by the Client's Agent), the Client's Agent shall enter into the Carriage Agreement with the Carrier, acting in a capacity as agent of, for and on behalf of, the Client. At any time upon the Client's request, the Client's Agent will provide the Client with a copy of the Carriage Agreement, provided that the Client's Agent shall be entitled to redact the price paid by the Client's Agent to the Carrier.

This Agreement shall not be effective unless and until full payment of the Price has been received by the Client's Agent (unless otherwise expressly agreed by the Client's Agent) and the Carriage Agreement has been signed by the Client's Agent (as agent of, for and on behalf of, the Client) and the Carrier.



The Client's Agent shall not bear any liability in case the Carrier eventually refuses to, or for any reason does not, enter into the Carriage Agreement. In such case, the Client's Agent's sole obligation shall be to reimburse the Price (to the extent already received from the Client) to the Client.

The Price includes exclusively:

- landing and overflight charges;
- crew night stop (as applicable);
- handling agent services;
- VIP catering;
- the Client's Agent's remuneration.

The Price does not include any additional services (the "Additional Services"), including:

- special catering requested by the Client or the Passengers (such as caviar, champagne, special wines or spirits, specific catering from a company which is not an authorized handling agent for the Aircraft);
- additional insurance premiums (including for war risk insurance or cover extension for a country excluded from the insurance coverage);
- de-icing (including for ferry flights for positioning and repositioning of the Aircraft);
- satellite phone calls and internet (if available on the Aircraft);
- change of destination requested by the Client or the Passengers;
- Passengers' ground transportation (limousine, taxi, etc.);
- any other services listed as not included in the Flight Confirmation.

The Additional Services will be additionally invoiced to the Client and payable by the Client immediately upon receipt of the corresponding invoices from the Client's Agent.

Unless otherwise expressly provided in the Flight Confirmation, the Price does not include any value added tax and any other taxes or charges which may be imposed in any country on the Price (and/or any other amount payable by the Client and/or the Passengers hereunder) or otherwise in connection with the Flight(s). All such taxes and charges shall be borne by the Client.

All payments to be made by the Client or any Passenger hereunder shall be made without deduction, set-off, counterclaim or withholding whatsoever.



In case of late payment of any amount (including the Price) to be made by the Client and/or any Passenger hereunder, default interest shall accrue on such amount at the rate of ten percent (10%) p.a. from the first day of delay (without the need of any notice from the Client's Agent) until the date of actual payment (both before and after any debt enforcement or court proceedings), and the Client and/or the Passenger (as applicable) shall indemnify the Client's Agent for any foreign exchange loss and court and legal fees. Without prejudice to the foregoing, the Client's Agent shall be entitled to treat any delay in the payment of the Price as constituting a cancellation entitling the Client's Agent to payment in accordance with the provisions of Article 9 hereof.

The Client acknowledges and agrees that the amount of the Client's Agent's remuneration corresponding to the difference between the price paid by the Client's Agent to the Carrier and the price invoiced by the Client's Agent to the Client is a privileged information and shall not be disclosed to the Client.

ARTICLE 9: CANCELLATION POLICY

No partial cancellation (in particular, if the Flight Confirmation concerns several Flights, no cancellation of a Flight) shall be possible at any time, save with the Client's Agent's prior written consent (which shall in particular be conditioned upon the Carrier's consent). In case of partial cancellation, the full Price (and any other amounts due by the Client and/or the Passengers hereunder) shall remain due and payable and no part thereof shall be reimbursed by the Client's Agent.

In case the Client or the Passengers cancel the Flight(s), the Client shall pay to the Client's Agent the cancellation fees set forth in the Flight Confirmation, calculated on the Price. The applicable cancellation fee shall be determined at the time when the cancellation is received by the Client's Agent.

In case the Flight Confirmation sets forth a different cancellation policy, the terms of the Flight Confirmation shall prevail over the cancellation policy set forth above.

In case of cancellation of the Flight(s), the Client shall in addition reimburse the Client's Agent for all costs actually incurred by the Client's Agent in connection with any Additional Services related to the Flight(s).



In case the Price had not yet been paid by the Client at the time of cancellation, the Client shall pay the applicable cancellation fee and all costs referred to in the previous paragraph to the Client's Agent within two (2) business days of cancellation. In case the Price was already paid by the Client, the Client's Agent shall reimburse the Price to the Client upon deduction of the applicable cancellation fee, all costs referred to in the previous paragraph and any other amounts owed by the Client and/or the Passengers to the Client's Agent.

ARTICLE 10: FORCE MAJEURE

In case of delay in the performance, cancellation or termination of any Flight by the Carrier due in whole or in part to any act of God, act of nature, weather conditions, acts of civil or military authority, strike or labor dispute, mechanical failure, failure to obtain any required airport slots, take-off, overflight, landing or parking permissions, lack of essential supplies or parts or for any other cause beyond the control of the Carrier, or in case the pilot in command decides to terminate or cancel a Flight for safety reasons (any of the foregoing, a "Force Majeure Event"), neither the Client's Agent nor any of its shareholders, partners, affiliates, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns shall be deemed to be in breach of their obligations or bear any liability towards the Client and/or the Passengers provided, however, that if a Flight is canceled or terminated prior to completion, due in whole or in part to any such cause, the Client's Agent shall refund to the Client all payments previously received with respect to such Flight (to the extent the Carrier repays all amounts paid by the Client's Agent to the Carrier in respect of the same), other than the costs attributable to any ferry flight already performed, to all Flights theretofore performed and to such Flight as may be necessary to return the Passengers to their original airport of departure, for which the Client's Agent shall have the right to charge the Client.

Without prejudice to the generality of the foregoing, if any Flight is diverted for any Force Majeure Event and the Aircraft consequently lands at an airport different from the one indicated as the airport of arrival in the Flight Confirmation, 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 shall be made by the Client's Agent.



If, due to a Force Majeure Event, the aircraft designated in the Flight Confirmation is substituted by another aircraft (the “Replacement Aircraft”) before completion of a Flight (so that such Flight is not canceled or terminated in accordance with the first paragraph of this Article), the following shall apply to such Flight (or portion of Flight) performed by the Replacement Aircraft (the “Replacement Flight”):

If the Replacement Aircraft is part of the Carrier’s fleet (i) the Client shall pay to the Client’s Agent any additional costs incurred in connection with such change of aircraft and (ii) the Replacement Aircraft shall be deemed to be the “Aircraft” for the purposes of the Replacement Flight;

If the Replacement Aircraft is not part of the Carrier’s fleet, (i) the Carrier shall not be deemed to be the contractual carrier for such Replacement Flight, (ii) the Client’s Agent shall issue a new flight confirmation (which shall be governed by this Agreement or the Conditions of Carriage set out above, as applicable), (iii) the part of the Price paid by the Client which should have been refunded to the Client in accordance with the first paragraph of this Article (had a Replacement Flight not been performed) shall be retained by the Client’s Agent and credited against the payment of the price under the new flight confirmation, and (iv) the Client shall pay to the Client’s Agent any additional costs incurred in connection with such change of carrier and aircraft.

ARTICLE 11: CLIENT’S AND PASSENGERS’ LIABILITY

The Client and any Passenger shall be jointly and severally liable for, and shall indemnify the Client’s Agent, its shareholders, partners, affiliates, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns, and any other person (including the Carrier and any owner, lessee or financier of the Aircraft) against, any direct or indirect damage:

which the Client, any Passenger or any Passenger’s animal may cause to the Aircraft (including its exterior and interior parts) in connection with the Flight(s)

which may result out of or in connection with any breach by the Client or any Passenger of this Agreement; or



which may result out of or in connection with any breach by the Client or any Passenger of any applicable laws, regulations, orders, demands and travel requirements (including immigration and customs regulations) or of the Carrier's rules and instructions pertaining thereto.

Without prejudice to the generality of the foregoing, the Client shall be liable for, and shall indemnify the Client's Agent, its shareholders, partners, affiliates, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns, and any other person (including the Carrier and any owner, lessee or financier of the Aircraft) against, any claim of any kind whatsoever from any Passenger or any related third party.

ARTICLE 12: PERSONAL DATA

The Client hereby authorizes, and confirms that the Passengers authorize, the Client's Agent to collect and transfer PNR Data to the Carrier.

Authorities of certain countries may require that the Carrier transfers to them specific travel data related to the Passengers' journey for security and immigration purposes. The Client hereby authorizes, and confirms that the Passengers authorize, the Carrier to transfer to these authorities and to any handling agent any required PNR Data.

The Client and the Passengers acknowledge and 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.

The Client further authorizes, and confirms that the Passengers authorize, the Client's Agent 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 (the Client's Agent may in particular communicate such information to any future carrier of the Client and/or the Passengers).



ARTICLE 13: ROLE AND LIABILITY OF THE CLIENT'S AGENT

The Client's Agent is a charter flight broker and only acts as an intermediary between the Carrier and the Client. The Client's Agent arranges carriage by air by chartering aircraft from the Carrier, acting as agent of, for and on behalf of, the Client. The Carriage Agreement is entered into between the Carrier and the Client (represented by the Client's Agent). Without prejudice to its rights under this Agreement, the Client's Agent is not a party to the Carriage Agreement and shall not bear any obligation or liability in relation thereto.

The Client's Agent does not act as air carrier and does not provide air transportation services.

The Client's Agent does not assume liability for any damage due to any action or omission of the Carrier or third parties or occurring out of or in connection with the Flights, whether incurred by the Client or by the Passengers. The Client and the Passengers hereby acknowledge to the Client's Agent that in any such event the Client and the Passengers shall only have recourse against the Carrier and waive any and all claims and remedies against the Client's Agent.

To the full extent permitted by applicable law, any liability of the Client's Agent and of its shareholders, partners, affiliates, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns for any damage arising out of or in connection with its activities and/or its services hereunder is excluded.

In any case, any liability of the Client's Agent and of its shareholders, partners, affiliates, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns for consequential or indirect damages and for loss of revenues or profits is excluded.



ARTICLE 14: APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Switzerland, excluding its conflict of law provisions.

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 Canton de Vaud, Switzerland (subject to the right to appeal to the Swiss Federal Court), to which the parties hereby irrevocably agree to be submitted. The foregoing shall not prevent the Client's Agent to sue the Client and/or the Passengers before any other competent court.

