

## General Terms and Conditions of Contract of Exxaero International B.V. 1.

### 1. Definitions

1.1 As used in these General Terms and Conditions of Contract: (a) "Document of Carriage" means any document delivered, either individually or collectively to passengers in respect of carriage that gives an indication of the place(s) of departure and destination(s) and of one or more agreed stopping places; (b) "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal, 28th May 1999, which is implemented in the European Community by Council Regulation (EC) No. 2027/97 as amended by European Parliament and Council Regulation (EC) No. 889/2002 and national legislation of the Member States; (c) "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929, as amended at The Hague on 28 September 1955, as amended by Additional Protocol No. 1 of Montreal (1975, as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975), as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975); (d) "we", "us", "our", "carrier" means EXXAERO International B.V. or, where applicable, its affiliated companies; (e) "you", "your", "passenger", means any person, carried or to be carried in an aircraft with our consent; (f) "charterer" means the contracting party of carrier; (g) "GTC" means these General Terms and Conditions of Contract; (h) "Agreement" means a contract of carriage (Aircraft Charter Agreement, Aircraft Lease Agreement, Flight Quotation or any other agreement relating to the flight(s)) with carrier.

### 2. Scope

2.1 These GTC shall apply to all offers, quotations and all agreements entered into with carrier and shall therefore apply to any and all carriage performed by carrier for and on behalf of charterer. Unless provided otherwise in these GTC carriage hereunder is subject to the laws of the Netherlands. Any general terms and conditions that you may utilize do not apply, unless carrier has expressly accepted these in writing. 2.2 Carriage hereunder is subject to the following: (a) The flight(s) is/are in all respects subject to the provisions, obligations and conditions of the Agreement; (b) Each passenger is duly qualified and entitled to be carried as a passenger upon the charter flight in question in accordance with all governmental and aviation authority regulations relating thereto and with any applicable provisions of the Agreement; (c) Charterer undertakes to provide these GTC to all passengers; (d) All passengers are subject to these GTC.

### 3. Variation or cancellation by charterer

3.1 Carrier shall not be obliged to agree to any request by the charterer for the variation of the agreed upon flight program or the details of any flight, and any variation to which carrier agrees shall be conditional upon prior agreement of the charterer to accept the related increase in the total charter price and any other consequential changes arising in relation to the affected flight or flights. 3.2 The charterer shall have the right to cancel any flight by giving carrier advance written notice of such cancellation. Charterer will be obliged to compensate carrier for the consequently suffered damages fixed on the applicable cancellation charge (hereinafter: "Cancellation Charge") that has been agreed upon or, when no Cancellation Charge has been agreed upon, by paying the total charter price, regardless the reason for cancellation by charterer.

### 4. Operational control

4.1 Charterer agrees that carrier has full operational control and responsibility over the aircraft and the flights to be conducted with the aircraft under the Agreement. 4.2 Carrier, by virtue of the captain, shall, amongst others, have complete authority and discretion i) as to whether or not a flight should be undertaken, ii) as to the amount of space and load available on the aircraft for utilisation, iii) as to where landings should be made in deviation to the agreed flight schedule. Charterer undertakes to accept all such decisions by the captain of the aircraft.

### 5. Performance of the carrier

5.1 Carrier undertakes to use its best efforts to carry you and your baggage with reasonable dispatch. However, advertised times are approximate and not guaranteed by carrier. Carrier may without notice, approval or consent of charterer substitute or alternate carrier or aircraft. 5.2 The performance of the flight is conditional upon obtaining all authorizations and permits from governmental or other authorities necessary, including without limitation take-off clearance, over flying clearance, landing clearance. Charterer undertakes to provide carrier with the flight schedule with sufficient prior notice enabling carrier to process the applications timely. 5.3 Carrier reserves the right to postpone, cancel or reroute the flight or parts thereof when, in the reasonable opinion of carrier, a valid reason – other than those already mentioned under 5.2 – for such a decision occurs. 5.4 Carrier will by all means have a valid reason as meant under 5.3 to, postpone, cancel or reroute the flight or parts thereof in the occurrence of a force majeure as meant in article 6:75 Dutch Civil Code. Under these General Terms and Conditions of Contract the following conditions are considered a force majeure event; war, riots and civil commotion and the like, national and international sanctions, sabotage, strike, blockade, lockout, local industrial conflicts, quarantine, hijacking, acts of terror, requisition, confiscation, retention, technical reasons, weather conditions or when the security of the passengers or the crew is deemed in danger. 5.5 If due to the occurrence of a force majeure event the flight is cancelled, both carrier and charterer will be entitled to terminate the contract. After termination – regardless by whom – charterer shall be obliged to reimburse all costs incurred by carrier, the agreed charter price will then no longer be due. If due to the occurrence of a force majeure event the flight is postponed or rerouted prior to the flight, charterer is entitled to terminate the contract. After termination the agreed charter price will remain due, unless a Cancellation Charge is agreed upon, then the Cancellation Charge will be due. If carrier partially cancels a flight, e.g. a certain distance due to conditions mentioned above, and this is not a reason for charterer to terminate the contract, carrier shall refund charterer the consequently saved costs. If due to the occurrence of a force majeure event the flight is rerouted during the flight, the total charter price will remain due. Notwithstanding the foregoing, charterer will remain due the total charter price in the event the flight is cancelled, postponed or rerouted because national or international sanctions are applicable on charterer or any of the passengers. 5.6 In case carrier cancels a flight for another valid reason than those meant under article 5.2 and 5.4, both carrier and charterer will be entitled to terminate the contract. After termination – regardless by whom – charterer shall be entitled to claim a refund of at maximum any prepaid amounts regarding the flight in question, the agreed charter price will no longer be due. If the flight is postponed or rerouted prior to the flight for another valid reason than those meant under article 5.2 and 5.4, charterer is entitled to terminate the contract. Charterer shall then be obliged to reimburse all costs incurred by carrier, the agreed charter price will then no longer be due. If carrier partially cancels a flight for another valid reason than those meant under article 5.2 and 5.4 and this is not a reason for charterer to terminate the contract, carrier shall refund the charterer the consequently saved costs. If the flight is rerouted during the flight for another valid reason than those meant under article 5.2 and 5.4, the total charter price will remain due. 5.7 Notwithstanding the above, (when applicable) the cost of the return flight of aircraft and crew to home base shall remain due by charterer at all times. 5.8 Termination of the contract by either party, as well as the information on the cancellation, postponement or rerouting of a flight will happen in writing, including per e-mail. 5.9 For the purpose of determining the incurred costs as mentioned under articles 5.5-5.7 and the saved costs as mentioned under article 5.5 and 5.6, the administration of carrier serves as conclusive proof.

### 6. Refused entry

6.1 In the event that any passenger is refused entry at any destination airport, the charterer shall indemnify and keep indemnified the carrier, their respective

employees, servants and agents from and against any and all costs or expenses whatsoever incurred by any of them in respect thereof.

### 7. Termination

7.1 Carrier may suspend the performance of the flight and/or terminate the Agreement with the charterer immediately upon written notice, including per email, to the charterer in any of the following events: (a) in the event of any breach by charterer of any provision of the Agreement, including when the charterer fails to make payment of any amount payable hereunder on the due date; (b) if the charterer loses control over a substantial part or all of its assets, is adjudicated bankrupt, suspends its payments, or in general, becomes insolvent. (c) if in the reasonable opinion of the carrier a material adverse change occurs in the business, assets, condition or operations of the charterer; (d) when carrier reasonably believes that national or international sanctions prohibit the collaboration or the performance of the flight. 7.2 In case carrier terminates the Agreement pursuant to clause 7.1 hereinabove, carrier shall have the right to retain all amounts paid by charterer and to demand all other amounts due. Neither the payment of the charter price nor the termination of the Agreement for any of the aforesaid reasons shall affect the right of carrier to collect damages from charterer.

### 8. Liability

8.1 Carriage by us that involves an ultimate destination or stop in another country than the country of departure is subject to the rules and limitations relating to liability (of carrier, charterer and passengers) as established by either the Montreal Convention and the Regulations mentioned under article 1b, or the (amended) Warsaw Convention, unless such carriage is not 'international carriage' as defined by either of the aforementioned conventions. In that event carriage by us is subject to the rules and limitations relating to liability (of carrier, charterer and passengers) as provided in Section 3, Title 16, Book 8 of the Dutch Civil Code (Book 8, titel 16, Afdeling 3 BW). 8.2. The liability of carrier for death or bodily injury, for loss of or damage to baggage, and for delay is limited congruent to the limits as laid down in the applicable rules and regulations as referred to in article 8.1. 8.3 Any right to damages shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive. 8.4 It is expressly understood and agreed between parties (charterer, passenger(s) and carrier) that the liability of carrier other than the liability of carrier under the applicable rules and regulations as referred to in article 8.1 is explicitly excluded in all cases. 8.5 Charterer shall indemnify and hold free and harmless carrier, their respective employees, servants and agents against any costs, claims, damages or liability of any sort that may fall upon carrier as a result of any failure of charterer or a passenger to comply with the contract of carriage or any of the agreements made in that context or with any regulation or condition in force at the time of commencement of the flight, barring when it concerns liability of carrier under the applicable rules and regulations as referred to in article 8.1.

### 9. Documentation

9.1 You are responsible for obtaining all required travel regulations, orders, demands, travel requirements, rules or documents and visas and for complying with all laws, instructions of countries to be flown from, into or through which you transit. You shall comply with Government travel requirements, present exit, entry and other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures. 9.2 If the scheduled departure is delayed by the charterer or any passenger or passengers, the carrier is entitled to demurrage payable by the charterer at a rate of Euro 2000,- per hour or part of hour and in case the carrier proves the actual costs exceed the aforesaid amount, the actual costs of such delay.

### 10. Refusal of Carriage

10.1 In the reasonable exercise of carrier's discretion, carrier may refuse to carry you or your baggage, without written notification, if one or more of the following events has occurred or we reasonably believe may occur: (a) Such action is necessary in order to comply with any applicable laws, regulations, or orders, including but not limited to national and international sanctions; (b) The carriage of you or your baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew; (c) Your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property; (d) You have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated; (e) You have refused to submit to a security check; (f) You do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your documentation during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested; (g) You fail to observe our instructions with respect to safety or security; (h) You have previously committed one of the acts or omissions referred to above. 10.2 A refusal as defined in article 10.1 sub a to h does not result in a breach of the contract by carrier. In case of the refusal of a passenger as defined in article 10.1 sub a to h the total charter price will be payable, regardless of whether the execution of the flight will be entirely cancelled as a result.

### 11. Dangerous goods and electronic equipment

11.1 You must not include in your baggage and may not carry into the cabin; compressed gases (flammable, non-flammable and poisonous), corrosives (such as acids, wet batteries), explosives, munitions, radioactive or magnetised materials, infectious substances, fireworks and articles which are easily ignited; flammable liquids and solids (such as flammable aerosols, lighter or heating fuels, matches), oxidising materials, poisons; weapons, firearms and ammunition; other restricted articles (such as mercury, magnetic material, offensive or irritating materials) or any other items which are likely to endanger the aircraft or persons or property on board the aircraft. You must not include in your baggage items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to. 11.2 Liquids, Aerosols and Gels (LAGs) including pastes, lotions, perfumes hair gel, drinks and other items with similar consistencies may be confiscated by security personnel at certain airports in case they do not meet the applicable conditions. 11.3 For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

### 12. Search

12.1 For reasons of safety and security carrier may request that you permit a search, x-ray or other type of scan be made of your person and baggage. If you are not available, your baggage may be searched in your absence. If you are unwilling to comply with such request carrier may refuse to carry you and your baggage. In the event an x-ray or other scan causes damages to you or your baggage, we shall not be liable for such damage unless due to its fault or negligence.

### 13. Conduct on board

13.1 If carrier reasonable believes you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may, without prejudice to any other rights including the right to claim damages which carrier may have against charterer, take such measures as it deems reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft



### 14. Personal data

14.1 The charterer shall, prior to each flight, provide to the carrier a full list of passengers that are to be carried, together with such other information relating to the passengers as the carrier may reasonably require for the purposes of complying with the relevant regulations. You recognise that carrier will receive personal data for the purposes of our providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, including for the purpose of compliance to national and international sanctions, you authorise carrier to retain and use such data and to transmit it to our own offices, authorised agents, government agencies or other carriers

### 15. Fines/Penalties

15.1 If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands, travel requirements, rules or instructions of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage or any of your funds in our possession.

### 16. Sub-sales

16.1 The charterer shall not be entitled to sell to third parties any part of the flight accommodation without carrier's prior written consent. Where such consent is granted, it is given on condition that: (a) if the regulations relating to the sale of such part of the flight accommodation so require, the charterer shall be the holder of such authority as may be necessary under those regulatory provisions; and (b) that every such sale shall be subject to the relevant terms of this Agreement. 16.2 Breach by the charterer of the provisions of clause 18.1, if not promptly remedied, shall entitle carrier to cancel the relevant flight and be compensated by the charterer fully for any resulting costs, expenses and loss of profit suffered by the carrier.

### 17. Price and payment

17.1 Carrier agrees to perform the flights in accordance with the terms of the Agreement with the charterer, in consideration for which the charterer agrees to pay the total charter price to carrier. The charterer shall make payment of the total charter price to carrier at the time or times and in the amounts specified in and in accordance with the provisions of the Agreement. 17.2 Carrier may also arrange on behalf of the charterer for the provision in relation to the performance of flights such additional services and at the rates specified in the Agreement, payment for which (unless specified otherwise) shall be made by charterer within 7 days of receipt of carrier's invoice. 17.3 The total charter price is based upon costs calculated known on the date the total charter price was offered by the carrier to the charterer. The total charter price may be varied by carrier as a result of any changes occurring after the date of the offer but prior to any relevant flight as follows: (a) if the cost of aviation fuel increases between the date of the carrier's offer and the date of any flight, carrier shall be entitled to increase that portion of the total charter price relating to such flight by such amount as is necessary to reimburse carrier the amount of its increased costs resulting from such aviation fuel price increase. Carrier shall inform charterer prior to the flight of any such increase. (b) in the event of the introduction of new, or increase of existing Government duties or levies or increase in insurance costs, carrier shall be entitled to pass on to charterer any resulting increase in the cost of providing the affected flight in its entirety. 17.4 Failing payment within the applicable payment term, the charterer shall automatically become due legal interest in accordance with article 6:119a of the Dutch Civil Code.

### 18. Applicable Law and Jurisdiction

18.1 These GTC shall be governed by and construed in accordance with Dutch law and the District Court of Oost-Brabant shall have exclusive jurisdiction to deal with any disputes arising hereunder

### 19. Special conditions, legislation, etc.

19.1 For chartered flights going to or from the United States, the District of Columbia, or territories and possessions of the United States, local immigration legislations requires the charterer agrees that the return portion of the round trip passage may be used to effect the passenger's removal from the United States based on a finding of inadmissibility, excludability or deportability under 8 CFR 217.4, which assent is hereby effectuated. As mentioned in article 8.4 we are not liable to cover expenses related to any such inadmissibility, deportation or evocations of visa from US authorities.

### 20. General

20.1 Carriage to be performed hereunder by several successive carriers is regarded as a single operation. 20.2 No agent, servant or representative of ours has authority to alter, modify or waive any provision of this contract. 20.3 Charterer shall not be entitled to suspend payment of any amounts due to carrier for any reason, or to set off any amounts due to carrier against any amounts allegedly due by carrier to agent. 20.4 The headings to the clauses of these General Terms and Conditions of Carriage are inserted for convenience only and do not form part of this Agreement and have no effect upon its interpretation. 20.5 If any term or condition of this Agreement shall to any extent be invalid or unenforceable, the remainder of these General Conditions of Carriage shall not be affected thereby and each of the terms and conditions shall be valid and enforceable to the fullest extent permitted by law. 20.6 The charterer shall not be entitled to assign, novate, deal or transfer any of its rights or obligations under the contract with the carrier without the prior written consent of the carrier. 20.7 The total charter price, payment terms and other commercial terms contained in the contract with the carrier are confidential and may not be disclosed to any third party without the prior approval of the carrier or as required by law.

User:

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