

General Terms and Conditions of Carriage

1. Description of Company and General Information

- 1.1 CTR Atmospherica Aviation a.s. (hereinafter the “Company”) is the holder of an authorisation to operate commercial aviation transport (aircraft) issued by the Civil Aviation Authority under number CZ-64.

The Company reserves the right to amend the General Terms and Conditions of Carriage without prior notification.

- 1.2 Information about the Company (service provider)

CTR Atmospherica Aviation a.s.

Registered office: Francouzská 454/74, Vinohrady, 101 00 Prague 10

Company ID number: 26456176, tax ID number: CZ26456176

Entered in the Commercial Register maintained by the Municipal Court in Prague, section B, entry 7220

- 1.3 Carriage provided by the Company is governed by the following documents:

- a) Generally binding legal regulations of the Czech Republic
- b) Convention for the Unification of Certain Rules for International Carriage by Air - Montreal, 28 May 1999
- c) Convention for the Unification of Certain Rules Relating to International Carriage by Air, the Warsaw Convention, No. 15/1935 Coll., as amended by the Hague Protocol, No. 15/1966 Coll., on international carriage;
- d) The relevant directives, regulations and orders of the European Community (in particular EU-OPS, Council Regulation (EC) No 2027/97, Regulation (EC) No 889/2002 of the European Parliament and of the Council amending Council Regulation (EC) No 2027/97)

- 1.4 Any and all disputes arising from the ordering of a flight or in connection therewith that cannot be resolved by negotiation between the contracting parties will be decided in accordance with Czech law by the Company’s general court in the Czech Republic.

2. Application of General Terms and Conditions of Carriage

- 2.1 The Company’s General Terms and Conditions of Carriage apply to all flights whose performance was ordered by the Client (hereinafter also referred to as a “passenger”) and confirmed by the Company.

- 2.2 The contracting parties can, as a part of an order for a flight, set special terms and conditions of carriage. Special terms and conditions have to be recorded in writing in a flight order and confirmed by the Company.

- 2.3 A contract on carriage by air is concluded at the moment the Company confirms the acceptance of a flight order fully completed and signed by the Client.

- 2.4 Flights performed by the Company are not governed by any general business terms and conditions of the Client.

3. Aircraft

- 3.1 By confirming the order for a flight, the Company guarantees that it will provide an aircraft that has sufficient capacity to carry the number of passengers stated in the order. In the event of a need, the Company can, at any time, replace the agreed aircraft with another suitable aircraft of the same or a higher category.

- 3.2 The Company is obligated to carry only the number of passengers that is stated in the order and only the passengers that the Client stated in the list of passengers.

- 3.3 A higher number of passengers than stated in the order will be carried by the Company only if it is enabled by the conditions at the time carriage commences. A higher number of passengers could lead to an increase in the price of carriage.

4. Price of Flight

- 4.1 The price of a flight stated in an order includes:

- a) all operating costs, including charges related to the specific flight;
- b) catering for all persons on board to the extent of the range published at www.atmospherica.aero;
- c) insurance;
- d) a satellite telephone on board the aircraft;
- e) cabin service for passengers (always for a Hawker 900XP category aircraft and replacement aircraft for this type of aircraft that are suitable for carriage in accordance with section 3.1)

- 4.2 The price of a flight does not include:

- a) transport of passengers to the airport and from the airport;
- b) the costs of a visa, any customs charges and tax;
- c) additional costs related to changes compared to a confirmed flight order;
- d) additional costs resulting from changes as a consequence of non-compliance with agreed specific conditions of a flight by the Client (departure and arrival times, changes to the number of passengers, etc.);
- e) additional costs that arise as a consequence of force majeure (unsuitable meteorological conditions, in particular fog, storms and sandstorms) that make the performance of a flight impossible at the time confirmed in the flight order);
- f) defrosting the aircraft before departure;
- g) additional costs related to a flight delay, unless they are not caused by an error by the Company.

5. Payment Terms and Cancellation Charges

- 5.1 The Client can pay the price of the flight to the Company in the following ways:

- a) By wire transfer to the Company's account stated in the order or an advance invoice;
- b) Through a push payment.

- 5.2 Wire transfer: Unless the order for a flight states otherwise, 100% of the price of the flight must be paid and credited to the Company's account no later than 24 hours before the start of the flight. In the event that an order is made less than 24 hours before departure, the Client has to demonstrably send the Company a confirmation of wire transfer of funds, including a Swift message, before the flight is realised.

- 5.3 Push payment: In the event of the payment of the price of a flight through a push payment, the merchant will create a request for payment (a payment link) in the GP Webpay portal. The payment link is subsequently sent to the Client by e-mail. If the Client decides to make the payment, he clicks on the payment link and is redirected to the GP Webpay payment gateway.

Card payment using the payment link is secure:

- A card payment is realised using the GP Webpay payment gateway in cooperation with Česká spořitelna, a.s.;
- Information from a payment card is input by the Client directly to the bank, so the Company does not have any access to information about the Client's payment card, this information is not stored anywhere and is not provided to third parties;
- Data transfer is realised using a secure HTTPS protocol that encrypts the information;
- A card payment is based on the 3D Secure standard, which at the current time is the most secure method of online card payments.

- 5.4 Additional payments for the price of a flight and any additional payments resulting from an increase in the price of a flight are payable based on invoicing within 5 days, unless agreed otherwise.

5.5 Invoices contain all the requisites of a tax document stipulated by the law. In the event of a delay paying an invoice, the Company is entitled to bill the Client penalty interest totalling 0.05% for each day of delay.

5.6 Cancellation Charges

Unless stated otherwise in a confirmed flight order, in the event of the cancellation of a confirmed flight by the Client or in accordance with para. 6.4.1 the following cancellation charges will be billed:

- | | |
|--|---------------------------|
| a) up to 7 days before departure | EUR 500; |
| b) less than 7, but more than 2 days before departure | 30% of a flight's price; |
| c) less than 48 hours, but more than 24 hours before departure | 60% of a flight's price; |
| d) less than 24 hours before departure | 80% of a flight's price; |
| e) after the departure time stipulated in the contract | 100% of a flight's price. |

In the event that the price of a flight has already been paid by the Client, the Company will return the amount paid after the deduction of a cancellation charge set in accordance with the aforementioned cancellation conditions within 7 business days of the cancellation of the confirmed flight by the Client. The Company will primarily use the same means of payment to return the amount that the Client used to pay the price of the flight.

In the event that the price of a flight was not paid by the Client, the Company will issue the Client with an invoice for the amount of the cancellation charge set in accordance with the aforementioned cancellation conditions. An invoice is payable within 5 days of the day of its issue.

6. Cancellation of Flights and Refusal of Carriage

6.1 The Company will arrange the performance of flights in accordance with a confirmed order, unless the Company and the Client expressly agree otherwise, or unless circumstances caused by force majeure occur, as stated in para. 6.3 or para. 6.4. All changes must be confirmed by both contracting parties in an amendment to a flight order.

6.2 The Client takes note that if passengers do not comply with the agreed times of boarding for transport, such non-compliance could influence the options for further transport, cause a delay or cancellation of the flight or lead to additional costs. Even if the Company makes every effort to comply with the original departure time, operating circumstances or limits on crew service could have as a consequence a serious deviation from the original confirmed departure time or the cancellation of a flight or flights.

6.3 Force Majeure

The Company reserves the right to cancel, divert and, in the event the time is available, also put off or delay a flight or any part of a flight, if it cannot be performed for reasons that the Company cannot influence. These reasons include, but are not limited to force majeure, meteorological conditions, operating restrictions, technical defects, strikes, uprisings, embargoes, wars, hostile acts or disturbances and their direct and indirect consequences, regardless of whether they are actual, a risk or only reported.

In the event that, for the aforementioned reasons, it is not possible to land at the destination airport, the Contract on Carriage by Air is regarded as having been performed at the moment of landing at a substitute airport. The contract is also regarded as having been performed in the event that for the aforementioned reasons it is not possible to land the aircraft at the airport designated for the departure of the flight and such landing is made at a substitute airport, from which it is possible to transport the Client to destination airport.

If a flight is cancelled or curtailed for the reasons stated in this paragraph, the total price of the flight will be appropriately reduced by the price of the sections or parts that were cancelled. The proportionate part of the price by which the total price of the flight was reduced will be returned to the Client within 7 business days of the realisation of the flight. For the return of the amount, the Company will primarily

use the same means of payment that the Client used to pay the price of the flight.

6.4 Cancellation of Flight and Refusal of Carriage

6.4.1 Cancellation of Flight by Company

The Company reserves the right to cancel a flight, if the Client commits a serious breach of the conditions agreed in the flight order or set out by the General Terms and Conditions of Carriage. In the event of the cancellation of a flight in accordance with this paragraph the Company is entitled to bill the Client cancellation charges in the amount stated in para. 5.6.

An aircraft commander is, with final validity, responsible for the performance of a flight and can cancel a flight for safety or technical reasons, or can decide to land at an airport other than the one confirmed in the flight order. In such cases the Company does not bear any liability for damage caused, see paragraph 6.3.

6.4.2 Refusal of Carriage

The Company is entitled to refuse to carry a passenger, luggage or cargo if such carriage could lead to a threat to the aircraft's security or a breach of valid laws and regulations. The Company is also entitled to refuse to carry a passenger who refuses to undergo a security check or who, in a serious manner, interferes with carriage.

7. Carriage and Travel Documents

7.1 When travelling in the European Union all passengers will submit a valid ID card; when travelling to other countries outside the EU it is necessary to submit a valid passport and, if necessary, also a valid visa. Passengers are solely responsible for compliance with all requirements for the validity of personal or other documents required by all local authorities in destinations visited.

7.2 In the event that it is required by third parties (airport procedures, government authorities) for the realisation of a flight, the Company is entitled to request from the Client when ordering a flight and the Client is obligated to hand over to the Company a list of passengers, specifying the following information: first name, surname, nationality, date of birth and passport number (visa, if necessary).

7.3 Luggage

7.3.1 The Company will make every effort to transport the Client's luggage, if it is permissible with regard to flight safety, the aircraft's capacity and valid regulations. In the event of any doubts about the option of carrying luggage, the Client must inform the Company.

7.3.2 The general weight limit for luggage carried is 14 kg, excluding 6 kg cabin baggage per passenger. The carriage of luggage that exceeds this limit must be expressly approved by the Company and must be stated in the flight order.

7.3.3 The Company will refuse to carry luggage whose carriage is prohibited by laws or regulations or that could endanger the security of an aircraft or passengers. This provision concerns, in particular, weapons and other dangerous goods in accordance with the provisions of the ICAO.

7.3.4 The Company does not transport animals, unless it is expressly agreed in a flight order.

7.3.5 A passenger is solely responsible for the production of all documents required by local authorities as far as concerns luggage carried and its contents or animals carried.

8. Liability

8.1 Company's Liability

- 8.1.1 The Company's liability in international air carriage is governed by the Convention for the Unification of Certain Rules for International Carriage by Air of 28 May 1999 (the "Montreal Convention"), as well as by Regulation No 2027/97 of the European Parliament and of the Council, as amended by Regulation No 889/2002 of 13 May 2002, which is based on the Montreal Convention and relates to international and domestic air carriage.
- 8.1.2 The Company is liable up to the amount of actual damage, but no more than the limit restricting its liability. The Company is not liable for indirect or subsequent damage or for lost profit.
- 8.1.3 Restrictions on liability:
- a) The Company does not bear liability for damage caused by third parties;
 - b) The Company does not bear liability for damage and non-compliance with agreed conditions caused by:
 - (i) Force majeure;
 - (ii) Meteorological conditions;
 - (iii) Circumstances that directly or indirectly result from orders or actions by authorities;
 - (iv) Circumstances that the Company could not have an influence on;
 - c) The Company does not bear liability for damage and non-compliance with the agreed conditions caused by the relevant authorities not granting the necessary permits (for example "required preliminary permission" or "permission to land", etc.);
 - d) The Company will not satisfy claims that could arise due to delays by passengers, luggage or cargo or due to landing at a substitute airport or departing from a substitute airport, with the exception of cases where the claims arose as a consequence of gross negligence or intent by the Company;
- 8.2 Client's Liability
- 8.2.1 The Client is liable for compliance with the flight conditions, even in the event it is only an intermediary.
- 8.2.2 A passenger is obligated to properly assess his/her current physical condition, in particular with regard to heart defects, high blood pressure, vertigo, colds and other problems, also in the case of pregnant women their current medical condition and the risks of carriage with regard to the stage of their pregnancy. All risks resulting from carriage in this context are borne by the passenger.
- 8.2.3 If a passenger is injured, the Client is obligated to immediately inform the Company, no later than immediately after the end of the flight.
