

STANDARD TERMS AND CONDITIONS FOR THE CHARTER OF AIRCRAFT

These conditions apply to all charters of aircraft owned or managed by Dragonfly Aviation Services LLP and operated by Executive Aviation Services Limited and exclude all other terms, conditions, warranties and representations except any specifically agreed between the parties in writing.

1 DEFINITION

In these Conditions the following expressions shall have the following meanings:-

The Operator – Executive Aviation Services Limited

The Carrier – Dragonfly Aviation Services LLP.

The Charterer – any person, firm or body corporate chartering or offering to charter any aircraft from the Carrier.

The Aircraft – any aircraft which is the subject of a charter agreement between the Carrier and the Charterer.

The Agreement – The agreement between the Carrier and the Charterer for the charter of the aircraft from the Carrier.

2 AIRCRAFT AND CREW

The Carrier shall provide for the Charterer's use the Aircraft manned and equipped for the performance of the Flight Schedule. The Carrier shall provide no services during flight, save for those specifically agreed in writing beforehand.

3 CARRIERS DISCRETION

If the aircraft shall for any reason (whether before or after the commencement of the Flight Schedule) becomes incapable of undertaking or continuing all or part of the Flight Schedule the Carrier may at its discretion substitute therefore one or more aircraft of the same or another type and the provisions of the Agreement shall apply mutatis mutandis to the substituted aircraft PROVIDED ALWAYS that if the carrier elects not to substitute another aircraft the Carrier shall not be under any liability to the Charterer for any delay cost or other liability or loss sustained by the Charterer as a consequence of the inability of the Aircraft to perform or complete the Flight Schedule. The Charterer shall remain liable to pay for that part of the Flight Schedule (if any) that has been performed at the time the Aircraft becomes incapacitated.

4 CAPTAIN'S DISCRETION

The Captain of the Aircraft shall have absolute discretion:

- i. To refuse any passenger(s) baggage cargo or any part thereof passenger
- ii. To decide what load may be carried on the Aircraft and how it shall be distributed.
- iii. To decide whether and when a flight may be safely undertaken and where the aircraft should be landed.
- iv. To decide if the aircraft requires to be de-iced or hangared to prevent icing

5 LOADING AND PACKING

- i. Subject as otherwise provided in these Conditions loading and unloading of any Aircraft shall be at the expense of the Carrier

- ii. The Charterer shall ensure that any goods to be transported are sufficiently and properly packed for carriage and shall supply adequate dunnage and tie down

material, taking into account all reasonable demands of the Carrier and the Captain and where necessary complying with IATA Restricted Articles Regulations (a copy of which is available for inspection at the office of the Carrier).

- iii. Charges incurred for ground transportation, warehouse handling, warehousing and customs clearance shall be payable by the Charterer.

6 UNUSED CAPACITY

The Carrier shall be entitled at its own discretion and without compensation to use any part of the carrying capacity of the Aircraft unused by the Charterer (except for the purpose of the carriage of additional passengers) and to use any part of the Flight Schedule unused by the Charterer.

7 CHARTER PRICE

The Charterer shall pay the Carrier the charter price and subject as otherwise herein provided the Charterer shall not be responsible for any other expenses of or in connection with the Aircraft or the Flight Schedule. For the purpose of this clause time shall be of the essence of this agreement and non-payment of the charter price when the same becomes due shall entitle the Carrier to suspend or cancel the Flight Schedule without liability and without prejudice to the Carrier's right to claim from the Charterer the monies remaining unpaid.

8 INTEREST ON DELAYED PAYMENT

If the Charterer shall delay in making any payment to the Carrier when the same falls due interest on the overdue amount shall be payable at 2% above the base rate of Barclays Bank Plc per month or part of a month, compounded monthly.

9 CARRIER'S PROTECTION AGAINST INCREASED COST

In the event of there being an increase in the cost of the Carrier performing any of its obligations under the Agreement between the date of the Agreement and the completion of the Flight Schedule which is beyond the control of the Carrier the Carrier may give written notice thereof to the Charterer and the price payable by the Charterer shall thereby be increased by the amount directly attributable to such increase and shall be payable within 7 days after receipt of such notice by the Charterer unless the Charterer has terminated the agreement pursuant to clause 15(iii) hereof.

10 TAXES AND CHARGES

Unless expressly included therein the charter price does not include any taxes, levies or charges assessed or imposed by any taxation or airport authority consequent upon the execution or performance of this Agreement or the carriage embarkation or disembarkation of passengers or the loading or unloading of baggage and/or goods all of which shall be paid by the Charterer on demand.

11 NON-PERFORMANCE OR DELAYS

- i. If the performance of the aircraft is delayed, prevented or otherwise affected by any passenger arriving later than 15 minutes before scheduled departure time the carrier may at its discretion and without liability depart as scheduled
- ii. In the event of non-performance or delay caused by the actions of third parties labour difficulties force majeure (including but not limited to inclement weather) or technical breakdown or accident to the aircraft or any part thereof or of any machinery to be used in relation to the Aircraft the Carrier shall use its best endeavours to perform or continue the Flight Schedule but otherwise shall have no liability to the Charterer
- iii. The Charterer shall be liable to pay such portion of the charter price as shall be proportionate to that part of the Flight Schedule which has been performed together with all passengers' expenses and any additional charges and expenses payable by the Charterer pursuant hereto.

12 ADDITIONAL FLIGHTS

If, at the request of the Charterer, the Aircraft is used by the Charterer otherwise than in accordance with the Flight Schedule the Charterer shall pay to the carrier in respect of such use a sum calculated at the basic rate applying to the Flight Schedule which sum shall be notified by a duly authorised officer or employee of the Carrier and shall thereupon become due and payable together with all fees and charges imposed by law in respect of each flight including without prejudice to the generality of the foregoing landing fees, hangarage fees, parking fees air navigation fees ground service and handling fees customs fees airport surcharges accommodation meals and refreshment charges and all pilot and crew expenses thereby incurred.

13 DEPARTURE FROM FLIGHT SCHEDULE

The Carrier shall use all reasonable endeavours to complete the Flight Schedule but shall be entitled without liability to depart from the Flight Schedule if it deems this necessary in its absolute discretion and any additional expenses (including the fees and charges referred to in clause 12 hereof) shall be borne by the Charterer.

14 DIVERSIONS

If for any reason the aircraft is diverted from its intended destination (as shown in the Flight Schedule) to another airfield, the journey shall be deemed to be complete when the aircraft arrives at the diversion airfield.

15 TERMINATION BY EITHER PARTY

Subject to the provisions of clauses 16 and 17 hereof either party may terminate the agreement by giving written notice to the other:

- i. At any time before the time specified for the commencement of the first journey set out in the Flight Schedule or
- ii. At any time if the other party commits an act of bankruptcy or becomes insolvent or enters into any arrangement or composition with its creditors or being any individual dies or being a partnership is dissolved or being a corporation passes a resolution for or has a petition presented for winding up (otherwise than for the purpose of merger or reconstruction only) or
- iii. In the case of the Charterer only giving to the Carrier written notice of termination within 7 days of receipt by it if notice of increase from the Carrier as referred to in clause 9 hereof.

16 TERMINATION BY CARRIER

If the agreement is terminated by the Carrier

- i. pursuant to clause 15 (i) hereof then the Charterer shall not be liable to pay the charter price and the Carrier shall be under no further liability to the Charterer by reason of such termination, or
- ii. pursuant to clause 15 (ii) hereof then the Charterer shall be liable to pay the appropriate cancellation charges referred to in clause 18 hereof together with such portion of the charter price as shall be proportionate to that part of the Flight Schedule which has been performed together with any additional charges and expenses incurred by the Carrier and so that the Carrier shall be under no further or other liability to the Charterer by reason of such termination.

17 TERMINATION BY CHARTERER

If the agreement is terminated by the Charterer:

- i. pursuant to clause 15(i) hereof then the Charterer shall be liable to pay the Carrier the appropriate cancellation charge (if any) referred to in clause 18 and
- ii. pursuant to clauses 15(ii) and 15(iii) hereof then the Charterer shall be liable to pay such portion of the charter price as shall be proportionate to that part of the Flight Schedule which has been performed together with any additional charges and expenses payable by the Charterer pursuant hereto

18 THE CANCELLATION CHARGE

- i. If notice of cancellation is received or cancellation is effected less than fourteen days and more than seven days before scheduled departure time: 10 percent of the total charter price.
- ii. If notice of cancellation is received or cancellation is effected less than seven days but more than 24 hours before scheduled departure time: 25 percent of total charter price.
- iii. If notice of cancellation is received or cancellation is effected less than 24 hours before departure time: 50 percent of total charter price.

15.0 AMENDMENTS TO OPERATOR'S STANDARD TERMS & CONDITIONS

15.1 Operator and Victor, acting as agent for applicable Victor Members, agree that in respect of all aircraft charters or seat sales organised through the Victor programme, Operator's Standard Terms and Conditions are amended as follows:

15.1.1 The following recital shall be added:

DragonFly Executive Aviation Charter (Operated by Executive Aviation Services Ltd.)
(hereinafter "Dragonfly") has entered into an agreement with Fly Victor Limited (hereinafter "Victor") pursuant to which Dragonfly, at Victor's request, charters aircraft or sells aircraft seats to members of Victor's programme (hereinafter "Victor Members"). Both Dragonfly and Victor Members have acknowledged that Victor acts solely as agent for both Victor Members and Dragonfly in respect of such charters of seat sales and that Victor has no liability whatsoever in respect of the operation of such charter flights."

15.1.2 The following definitions shall be added:

"Victor Member Terms and Conditions" shall mean the terms and conditions as between Victor and Victor Members applying to the charter of aircraft or the purchase of aircraft seats by Victor Members through the Victor Programme;

"Flight Initiator" shall mean a Victor Member who charters an aircraft from Dragonfly for an itinerary of his/her specification."

15.1.3 Notwithstanding any provisions to the contrary, the following provision shall apply as regards governing law and jurisdiction:

"These Dragonfly's Standard Terms and Conditions and any non-contractual disputes arising out of or in connection therewith shall be governed and construed in accordance with English law. Dragonfly and [Charterer] agree that any and all disputes arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales."

15.1.4 Notwithstanding any provisions to the contrary, any and all charter payments payable to Dragonfly shall be collected from [Charterer(s)] by Victor and paid to Dragonfly pursuant to payment terms agreed under separate cover by Victor and Dragonfly. For the avoidance of doubt, no charter payments shall be payable by the [Charterer(s)] directly to Dragonfly.

15.1.5 Notwithstanding any provisions to the contrary, bookings are processed through the Victor programme and all exchanges of information between Dragonfly and [Charterer(s)] shall be conducted through Victor in accordance with the provisions of the Victor Member Terms and/or any separate written agreement between Victor and Dragonfly as the case may be.


15.1.6 The definition of [Charterer] or any similar term describing the person(s) chartering or hiring the aircraft from Dragonfly through the Victor programme shall be amended as follows:

"[Charterer] means either the Flight Initiator or the Victor Member(s) purchasing seats, depending on the type of charter flight arranged through Victor acting as agent."

Operator agrees to the Victor Operator Terms and Conditions in full as described above for all business transactions conducted by Operator with Victor for and on behalf of Victor members unless otherwise notified in writing to Victor.

Signed for and on behalf of:

DragonFly Executive Aviation Charter (Operated by Executive Aviation Services Ltd.)
Cardiff International Airport
CF62 3BD Rhoose, Vale of Glamorgan
United Kingdom

By:  _____

Name: TRACY EVANS

Title: Ops Manager

Date: 23/08/11

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