



The following Terms and Conditions for Charter Agreements apply to all charter operations conducted by EXEC 1 AVIATION, Inc., an Iowa corporation having an office at 3700 Convenience Dr., Ankeny, Iowa 50208 (hereinafter referred to as "EXEC 1"), and each and every charter customer (each a "Client") who executes a charter quote with EXEC 1, except to the extent that the quote contains special terms and conditions that specifically replace those set forth below.

1. Agreement For Services. Client and EXEC 1 agree that the following terms and conditions shall apply to all charters from the point at which EXEC 1 has received Client's passengers for transport until the aircraft reaches the final destination, except as otherwise noted herein or specifically modified on the applicable quote sheet, with these Terms and Conditions, together with the applicable quote sheet, constituting an "Air Charter Agreement" or "Agreement."

2. Charter Price, Charges and Related Provisions.

A. Booking. For each separate flight or series of flights to be completed under this Agreement, Client will sign and date the quote sheet where indicated. Client shall e-mail the completed form to Charter@Exec1Aviation.com. The attached Quote Sheet is to be considered a proposal and not a binding agreement or contract until EXEC 1 provides Client with written confirmation of the acceptance of the terms. Full payment of the quoted price must be received by EXEC 1 in accordance with 2E below. If Client books transportation during Peak Travel, defined as three days before through three days after any holiday listed on opm.gov, Client shall pay a non-refundable deposit of twenty five percent (25%) of the Price. EXEC 1 will not book or reserve transportation during Peak Travel until it has received payment of the non-refundable deposit.

B. Price. Client shall pay EXEC 1 the minimum of the "Total" charter price set forth on the face of the quote sheet plus any additional billing per this Agreement, which shall be deemed irrevocably earned unless transportation hereunder is canceled, in which event the provisions of subsection 4.F., below, shall apply. The price is based on the planned itinerary and anticipated charges. Price includes estimated charges and taxes for the flight itinerary listed above. Additional flight time charges may be incurred in the event of weather avoidance, holding, and ATC routing changes. Quote does not include aircraft de-icing or hangar related expenses due to ice or inclement weather, catering, WiFi (unless specified), customer special requests, or itinerary change. Should any part of this itinerary change the trip may be re-quoted. Additional charges may not be included with original invoice and may be billed at a later time.

C. Expenses, Charges and Advances. All fuel, oil, crew salary, and aircraft maintenance shall be paid by EXEC 1. All other expenses, charges and costs, including, without limitation, transportation taxes, foreign taxes, levies, non-objection fees, duties, royalties, catering, ground transportation, deicing, hangar fees for inclement weather, landing fees, handling fees, airway fees, security fees, navigation fees, ramp fees, after-hours airport operations fees, parking fees, and special or accessory services requested by Client shall be paid for by Client. Client shall also be responsible for the cost of cleaning, repair or replacement required due to extraordinary wear and tear, pet cleaning fees, damage to, or misuse of the Aircraft or its contents caused by Client or passengers. Any advances or disbursements made by EXEC 1 for Client shall be promptly reimbursed by Client.

D. Restricted Activities; EXEC 1's Right of Refusal to Conduct Flight. All aircraft are restricted from the following activities:

i. Smoking of tobacco or other similar products of any kind.

ii. Possession and/or use of any illegal drugs or substances.

Client agrees and acknowledges that EXEC 1 reserves the right to refuse to commence a charter trip, or to terminate a charter trip as soon as is reasonably practicable, in the event Client attempts to smoke or use illegal drugs on board the aircraft. EXEC 1 reserves the right to refuse passage, at its sole discretion, to any person whose condition, including but not limited to intoxication, will present any hazard or risk to himself, other persons or property. In the event Client breaches any of these requirements and EXEC 1 is unable to terminate the trip before the breach, Client agrees and acknowledges that (i) Client shall be responsible for any damages resulting from these activities, including but not necessarily limited to cleaning costs and costs from any loss of use of the aircraft while it is being cleaned, the full cost of Client's scheduled trip, and any additional repositioning costs arising from the early termination of the charter trip; and (ii) EXEC 1 shall have full authority to charge all of said above amounts to Client's credit card in addition to any other costs and expenses owed by Client hereunder.

E. Before EXEC 1's aircraft is dispatched for this agreement one of the following must occur:

(i) EXEC 1 must receive payment in full for all anticipated charges in U.S. dollars and it must clear EXEC 1's bank account 48 business hours before the plane is dispatched or repositioned.

(ii) EXEC 1 must have a valid credit card authorization for the full price plus processing fees in place 48 business hours before the plane is dispatched or repositioned.

**Business hours are defined as Monday-Friday excluding holidays between the hours from 9am to 5pm CST. If the last leg of the flight has concluded the wire has not been received in U.S. dollars and if it has not cleared EXEC 1's bank account, EXEC 1 reserves the right to execute the credit card authorization for payment without any additional correspondence with the Client. Once the wire has been received and has cleared EXEC 1's bank account, the credit card authorization will be released.

F. Wire Transfer. Bank Name: _____ Address: _____ Account #: _____ ABA #: _____ Name on Account: _____ Contact: _____ Swift Code: _____

G. Collection, Lien and Related Rights. Client shall remain responsible for all sums due hereunder until fully paid. In the event Client fails to make payment of any sums due and owing within the timeframe provided for herein, in addition to the amounts due and owing, Client shall pay interest at the rate of one and one half (1.5%) percent per month or the highest legal rate, whichever is less until paid. Moreover, Client shall also pay for and/or reimburse EXEC 1 for its costs related to any efforts to collect amounts due hereunder, including, but not limited to, reasonable legal fees and costs.

3. Price and Payment.

A. The price has been fixed on basis of the current local taxes and other public fees and fuel price of the date of present Air Charter Agreement. EXEC 1 reserves the right to adjust the charter price in the event of Governmental Authorities imposing new taxes or fees and/or increasing existing taxes and fees directly connected with the flight transportation and for changes in the fuel price implemented after the date of issue of the Air Charter Agreement.

B. EXEC 1 reserves the right to adjust the charter price due to any change of rate of exchange from the date of signature until the completion of the Air Charter Agreement. If agreement cannot be achieved as to adjustment of the charter price, EXEC 1 shall have the option to cancel the Air Charter Agreement without compensation. Payment must be made in conformity with the rules and regulations of all governments concerned and must be accompanied by authorization necessary for conversion and transfer of such currencies as may be required by Client. Any refund by EXEC 1 under this Air Charter Agreement shall be made in the currency and at the place where the payment was originally made by Client.

C. Passenger ground transportation and catering is not included in the charter price.

4. EXEC 1's Rights and Responsibilities.

A. Exclusive Control and Performance. EXEC 1 shall have exclusive direction and control over the aircraft, its crew and passengers, and all cargo on board. EXEC 1 agrees to undertake to provide the transportation services with due diligence but does not guarantee any speed, route, departure or arrival time or date.

B. Subcontracting of flight. EXEC 1 shall be entitled to subcontract the whole or any part of the transportation services, and each such subcontractor shall be entitled to all rights, benefits, defenses, limitations and/or immunities available to EXEC 1 pursuant to this charter. Subcontractor shall be a properly certificated charter operator.

C. Aircraft Substitution. EXEC 1 reserves the right to substitute aircraft of the same category or larger at no additional expense to Client.

D. Liberties. EXEC 1 shall be at liberty to make interim stops for fuel, supplies, repairs and take whatever steps and do whatever actions it deems necessary for the protection of itself, the aircraft, pilots and passengers, including, without limitation, the substitution of another aircraft. EXEC 1 shall also be excused from delay or inability to perform caused by circumstances beyond its reasonable control.

E. Right of Refusal. In addition to the rights set forth in Section 2.D. above, EXEC 1 may refuse carriage of cargo, baggage, or luggage that, in its sole discretion: is improperly packaged; is not suitable for carriage; is hazardous and/or dangerous; exceeds the operational capacity of the aircraft; cannot be loaded within the allotted space; cannot be transported in accordance with applicable laws and regulations; or, has an aggregated value in excess of \$1,000,000 with no prior special arrangements having been made.

F. Cancellation. If transportation is canceled by Client pursuant to this subsection, Client shall be responsible to pay the following cancellation fees to EXEC 1. Cancellation of a round-trip, one way or multi-leg domestic flight less than forty-eight (48) hours from the proposed departure time will be assessed a cancellation fee of 100% of the Price (trip cost). Cancellation of an international flight less than seventy-two (72) hours from the proposed departure time will be assessed a cancellation fee of 100% of the Price.

Cancellation of a round-trip, one way or multi-leg domestic flight between ninety-six (96) and forty-nine (49) hours from the proposed departure time will result in a charge of 50% of the Price. Cancellation of a trip ninety-seven (97) hours or more from the proposed departure time will result in a \$2,500 fee. The aforementioned cancellation policy is summarized below:

- Trip cancelled 48 hours or less from departure = 100% trip cost
- Trip cancelled 49-96 hours from departure = 50% trip cost
- Trip cancelled 97 hours or more from departure = \$2,500 fee

*EXEC 1 may make cancellation agreements outside this policy if agreed upon in writing or email communication to Client.

Should all or a portion of the transportation occur three days before and/or three days after any holiday listed on opm.gov, the transportation will be considered Peak Travel. Transportation during Peak Travel is not subject to cancellation and Client agrees to pay one hundred percent (100%) of the Price. Multiple aircraft bookings occurring on the same date or over the same dates by the Client shall be subject to one-way cancellation policy after the first booking. Cancellation fees are subject to the payment terms described herein and said cancellation fee is not to be deemed a penalty, but rather shall be paid to EXEC 1 for EXEC 1's loss of marketability of the aircraft, actual expenses and damage caused by cancellation. EXEC 1 may terminate this Air Charter Agreement by notice to Client without any compensation:

i. If Client commits any breach of this Agreement.

ii. If Client suspends payment or goes bankrupt (or goes into liquidation) or commits an act of bankruptcy or enters into an agreement with its creditors.

iii. If Client cancels more than two flights in a series of flights, EXEC 1 is entitled to cancel the remaining flights in this series without being liable to pay any cancellation fee or compensation whatsoever, provided that EXEC 1 makes use of this right of cancellation within eight days after receipt of Client's notice of cancellation of any third or more flights.

iv. Client shall indemnify EXEC 1 for all claims whatsoever put forward by passengers, shippers or other persons in connection with cancellation on the part of either Client or EXEC 1.

G. Termination. EXEC 1 may terminate a charter without notice if EXEC 1, in its sole discretion, determines that transportation would be unsafe or in violation of any applicable law, rule or regulation.

5. Client's Rights and Responsibilities.

A. Passenger Baggage. The following items must be declared prior to the departure date:

- i. Drugs
- ii. Weapons
- iii. Hazardous Cargo
- iv. Unusually Heavy or Large Items

The standard per person baggage allowance is one (1) 35-pound bag plus one (1) personal item. Certain aircraft have limited baggage capacity to carry more than the standard allowance. It is the responsibility of Client to bring to EXEC 1's attention prior to the flight their desire to carry an amount of luggage greater than the standard allowance. This will allow EXEC 1 an opportunity to determine if the luggage can be carried. If the aircraft cannot be loaded with all of the intended luggage it may be shipped separately via an available air freight or courier service to the destination at the option and expense of Client.

B. Hazardous Cargo. Client shall not tender to EXEC 1 any cargo that is hazardous or dangerous.

C. Weapons. You may not bring weapons aboard the aircraft without prior arrangements. If weapons are detected, you may be subject to prosecution by law enforcement authorities.

D. Preparation and Delivery of Cargo. Client shall deliver the cargo to EXEC 1 at the time and place indicated on the face, properly prepared, labeled, securely packaged, and ready for transportation by aircraft. Weight and size of cargo shall be provided prior to the departure date.

E. Other Responsibilities. Client shall be responsible for loss or damage to the aircraft or other property aboard the aircraft, including expense, claim, liability and/or suit associated therewith, caused by or attributable to Client, its employees and/or the cargo. Client shall also be responsible for any other matter allocated to it pursuant to this charter, including loss, damage, expense, claim, liability and/or suit associated therewith, to include all matters not specifically allocated to EXEC 1. Client agrees to indemnify and hold harmless (including legal fees and costs) EXEC 1 of and from the foregoing responsibilities.

F. Client as a Corporation. If Client is a corporation, limited liability company, limited partnership, limited liability partnership, limited liability limited partnership or other form of business organization (collectively, a "Business Organization"), it is duly formed and in good standing under the laws of its state of organization and has the power to enter into and perform this Contract. If Client is a Business Organization, this Contract and the execution, delivery and performance thereof by Client have been duly authorized by all necessary corporate, company or partnership action, as the case may be, on the part of Client; and will not violate any charter, organizational document or governing instrument by which Client is bound. This Contract will not violate any provision of law, any order of any court or agency of the government, or, to the best of Client's belief, any provision of any indenture, contract or other instrument by which Client is bound.

G. Client Compliance. Client represents and warrants that it will conduct business hereunder in full compliance with all applicable laws, rules and regulations, including but not limited to 14 C.F.R. Part 212, and, specifically, that it will not directly or indirectly solicit or accept monies from passengers for any portion of the cost of the charter.

H. Required Documents. Passports, Visas, Entry/Exit Documents, Vaccination Certificates and all other required documents are the sole responsibility of the Client and individual passengers.

I. On Time Departure. The Client is required to arrive at least fifteen minutes prior to the departure time designated in the Quote Sheet. If the Client and/or all of the passengers and passenger baggage have not arrived thirty minutes following the stated departure time Exec 1 may, in its sole discretion, determine the Client has cancelled this Agreement pursuant to paragraph 4(F). Client shall be responsible for all charges resulting from cancellation as outlined in paragraph 4(F).

6. Liability and Indemnity. EXEC 1's liability with respect to any cargo, Client, Consignee and/or any other party claiming with respect to cargo or goods and whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, shall be only as follows:

A. All charter flights conducted by EXEC 1 under this Agreement shall be covered by aircraft liability insurance. At Client's request, EXEC 1 will provide Client a certificate of insurance evidencing such liability coverage and naming Client as an additional insured. Insurance coverage for loss or damage to property (including, without limitation, baggage and personal effects) of Client or any passenger will be limited to the relevant insurance coverage in place. Upon request from Client, and if available, EXEC 1 will arrange for higher coverage for any such property loss or damage in consideration of an additional charge as specified by EXEC 1.

B. Client shall indemnify EXEC 1, its employees and agents against all claims, expenses and costs, including legal costs, in respect of any liability to third parties for any damage whatsoever arising out of any act or omission on the part of Client, passengers and shippers, resulting in liability of EXEC 1, its employees or agents.

C. Exceptions. EXEC 1 shall not be liable for loss, damage, delay or other result caused by:

i. acts of Force Majeure (as defined below);

ii. the act or default of Client or Consignee;

iii. the nature of the cargo or any defect, characteristic or inherent vice thereof;

iv. violation by Client or Consignee of any term or condition contained in or incorporated into this charter, including, without limitation, improper packing, securing, marking or addressing, and/or failure to observe any of the terms or conditions relating to shipments not acceptable for transportation or acceptable only under certain conditions; or

v. compliance with the delivery provisions from Client or noncompliance with special instructions not authorized herein.

D. Limitation of Liability.

i. Client agrees that unless a higher value is declared on the face hereof EXEC 1's liability for loss, damage or otherwise with respect to cargo is limited to fifty cents (\$.50) per pound actual weight of the cargo so lost or damaged or actual loss or damage with respect to said cargo, whichever is less.

ii. IN THE CASE OF AN INSURABLE EVENT, AND PROVIDED THAT ALL INSURANCE AS IS REQUIRED UNDER SUBSECTION 6(A) ABOVE IS IN FULL FORCE AND EFFECT AND NO DENIAL OF COVERAGE HAS OCCURRED FOR ANY REASON WHATSOEVER (EXCEPT FOR A DENIAL ARISING SOLELY DUE TO CLIENT'S OWN ACTIONS OR FAILURE TO ACT), CLIENT AGREES THAT THE INSURANCE PROCEEDS TO WHICH IT IS ENTITLED WILL BE ACCEPTED AS CLIENT'S SOLE RECOURSE AGAINST EXEC 1 FOR ANY LOSS OR DAMAGE TO CLIENT EXCEPT TO THE EXTENT CAUSED BY OR DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EXEC 1.

iii. In no event shall any Party be liable to the other, or have any duty for indemnification or contribution to the other, for any claimed indirect, special incidental, consequential or punitive damages, costs or expenses, including attorneys' fees and including damages for loss of revenue, profit, business opportunities and the like, even if such Party had been advised, or knew or should have known of the possibility of such damages.

7. Catering. EXEC 1 does not generally provide nor contract for catering services during the transportation.

8. Diversions. EXEC 1 may at the reasonable discretion of the aircraft Captain or EXEC 1's Director or Operation or Chief Pilot divert, postpone or delay any charter flight. EXEC 1 assumes no obligations to operate over any particular route or routes, and the EXEC 1 is hereby authorized within reasonable limits to select the routes to be flown over or deviate from.

9. Force Majeure. EXEC 1 may cancel or delay charter flight(s) under this Agreement without being liable to pay any cancellation fee or compensation whatsoever in the event that the charter flight(s) cannot be performed or completed due to any cause beyond the control of EXEC 1 including, but not limited to, strikes, lock-out, civil commotion, war or warlike operations or imminence thereof, riots, civil war, blockade, embargo, act or omissions of governmental authorities including all civil aviation authorities, acts of God, fire, flood, fog, frost, ice, storms, epidemics, quarantine, hijacking, requisition of aircraft by Public Authorities, breakdown or accident to aircraft, or if the safety of passengers and/or property is deemed by the aircraft captain or EXEC 1's Director of Operation to be in jeopardy (collectively, "Force Majeure"). In case of such cancellations EXEC 1 shall be under no obligation or liability to Client beyond refund of the agreed charter price for such cancelled flight(s), or in case of cancellation of part of a charter flight such part of the charter price relating to the cancelled part of the flight.

10. Conditions of Carriage. The present Agreement shall be subject to the provisions of the Title 14 Volume 2 Chapter 1 Subchapter G Part 135 (a.k.a. FAR Part 135) governing commercial air carriers.

11. Utilization of the Aircraft. Client is not entitled to assign his rights or sublet under this Air Charter Agreement, partly or in full, without the express permission in writing of EXEC 1. All empty leg flights stipulated in the present Agreement as well as all empty leg flights in connection with performance of the flight(s) agreed upon in this Agreement are at the exclusive disposal of EXEC 1.

12. Acceptance of Load. Client shall ensure that each passenger is in normal health, capable of undertaking the flight contemplated and that passengers are in possession of all documents enabling them to comply with all formalities and regulations both in respect of themselves and their baggage, and Client is responsible for all duties, fees and charges in this connection.

A. Client ensures that the passengers' baggage does not contain anything of a hazardous nature or of a nature prohibited by any country or state involved. Items on the TSA prohibited items list are prohibited and must be removed prior to boarding the aircraft. Furthermore, Exec 1 Aviation must deny boarding to any passenger found to be in possession of unauthorized explosives, incendiaries or weapons, or otherwise believed to be a threat to the aircraft.

B. If EXEC 1 is fined or has to meet expenses due to non-compliance on the part of Client, passengers or shippers with all formalities or regulations under which the air transportation is performed, Client shall indemnify EXEC 1 for all such fines, expenses and additional costs.

13. International Flights.

A. Passenger information must be provided at least 72 hours prior to departure in order to make the necessary customs and immigration arrangements. The following information is required for each passenger: Full Legal Name Citizenship Passport Number Date of Birth Visa Information (if applicable) Each passenger must have: Valid Passport Valid Visa (if applicable) Proof of Required Vaccination.

B. You will not be permitted to board without the above required documentation. EXEC 1 does not assume any financial liability associated with international charges, customs and immigration charges, and other fees or fines accountable to passenger negligence; however, we will share information obtained in our flight planning.

C. International flights incur charges for overflight, security, and airspace use. Some fees are based on the day and/or time of flight. The prices quoted are based on the scheduled flight time and in rare instances they can change. We will do our best to keep you informed of these fees; however, this does not relinquish your responsibility for all international fees.

14. TSA and Passenger Security. Federal regulations require the positive identification of each passenger and a security check with the Transportation Security Agency (TSA). For each passenger, we request the name, identification type (e.g., driver's license number and state of issuance) be provided at least 24 hours (72 hours for international travel) prior to departure. Any changes to the passenger list should be provided as soon as possible. At the time of boarding, each passenger will be required to present a photo ID for positive identification. Providing passenger information late may result in delays.

15. Law, Jurisdiction, Legal Fees, Illegality and Execution. This charter shall be governed by the laws of the state of Iowa, and any dispute arising out of or in connection with this charter and/or the transportation of the cargo hereunder shall be brought in state or federal court located in Iowa, with the substantially prevailing party to recover its reasonable legal fees and costs. The illegality or non-validity of any paragraph, clause or provision contained or referred to in this Agreement shall not affect or invalidate any other paragraph or provision hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same Agreement. A signature delivered by facsimile or electronic mail shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

16. Headings. The headings used herein are for convenience only, are not substantive and may not be used to interpret the agreement between the parties.

17. Integration/Entire Agreement. This Agreement, Quote Sheet and any attachments hereto constitute the entire agreement between the contracting parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this agreement. Any amendments or modifications of this agreement shall be in writing and executed by the contracting parties.