

TERMS AND CONDITIONS

1. DEFINITIONS: The parties to this 'Agreement' are the 'Customer' identified in the Quote For section on the first page and flyExclusive, FAA Air Carrier Certificate No. 3EJA805N ('flyExclusive'). 'Quote' refers to the specific itinerary and pricing on the first page. The Agreement includes the Quote.

2. THIRD PARTY BROKERS: If Customer is entering into this Agreement on behalf of another party (i.e. as a broker), then Customer represents that it is acting as agent for its customer, and that it has authorization to enter into this Agreement on behalf of the third party.

The customer also represents that the party actually using the air transportation has received and has agreed to be bound by these terms and conditions. Customer is agreeing that it is responsible for all amounts due under this Agreement as well as for the collection and remittance directly to the I.R.S. of all Federal Excise Taxes and Segment Fees, and is in compliance with 'The Role of Air Charter Brokers in Arranging Air Transportation', which is available at <http://airconsumer.ost.dot.gov/rules/BrokerNoticeFinal.pdf>.

3. AIRCRAFT: flyExclusive will provide an aircraft that meets or exceeds the size and specification agreed upon in the Quote. The aircraft either from its own fleet or by utilizing an affiliate aircraft operated by another FAR part 135 certified Air Carrier that meets Arg/US gold standards or better. For more information visit www.aviationresearch.com.

4. TRIP QUOTE AND FLIGHT BOOKING: All prices quoted are valid for 24 hours from the date of the quotation or until 48 hours prior to departure, whichever is sooner. All quotes are subject to aircraft availability at time of booking. Quotes include flight charges, landing fees, overnight charges, and standard stock. Additional charges include, but are not limited to, special order catering or beverages, deicing charges and weather-related hangar fees, special event fees, customs and international fees in excess of the amount specified in the Quote.

5. PAYING FOR A TRIP:

Time & Manner. Payment for all charters and auxiliary services are due 72 Hours prior to the flight. Payments should be remitted to Company by one of the following methods: 1. Using the secure payment link included with the DocuSign message for your acceptance of the trip quotation. Please note that a four percent (4%) service fee is applied to payments made by credit card, and in the event of any refund, that service fee is not refundable, even if the rest of the payment is refunded.

Late Fees. Late fee charges of 1.5% per month (18% per year) or the highest legal rate, whichever is less, may be assessed on all past due invoices. In the event of default that requires third-party intervention to collect, Customer agrees to pay all costs of collection, including out-of-pocket expenses, and attorney fees, regardless of whether a formal court proceeding is filed.

6. CATERING REQUESTS AND FBO SELECTION: Catering arranged by flyExclusive on behalf of the Customer will be subject to a handling surcharge of 15%. flyExclusive will select FBO's at all airports. If Customer requests a non-preferred FBO, flyExclusive will charge Customer a \$500 FBO fee. If Customer selects a non-preferred FBO when a Signature FBO is available, then flyExclusive will charter Customer a \$1,000 FBO fee.

7. ITINERARY CHANGES: If you need to change your travel schedule or passenger manifest list, please contact your Company charter sales representative as far in advance as possible, calling 800-544-2165. Company cannot guarantee a specific aircraft make, model, or availability, especially if your changes are significant in time or passenger listing. Also, the Company's charter quotations may be subject to government permit requirements, airspace control authorizations, airport landing and departure slots, aircraft availability, crewmember availability, departure or arrival weather, and similar factors. In the event Company is not able to fulfill the trip as originally quoted to Customer, Company will use its best commercial efforts to provide Customer an alternative option available at the time to replace the prior aircraft for the trip. Alternative trip options may be presented at a cost higher or lower than the previous trip. The Customer will have the option to accept or decline the alternative trip based on the revised quote options. There will be no cancellation penalty for you if you decide not to accept one of the alternative flight options.

8. SMOKING, PET FEES, EXCESS WEAR & TEAR, and AIRCRAFT CLEANING: Smoking is not permitted on any flyExclusive flight. Any damage to the aircraft interior or equipment or excess soiling of the aircraft arising from the actions of the passengers, their baggage, or pets, is the responsibility of the Customer. Customer agrees that the credit card provided may be charged by flyExclusive for any and all repairs or extra cleaning required under this Section. A flat pet fee of \$750 will be added to contracts that will be flying any pet even if crated.

9. CANCELLATION: Cancellation Process. To cancel a trip, you must call 800-544-2165. In all cases, Customer is responsible for any amounts due as compensation for the partial completion of an itinerary, including, but not limited to, the costs of positioning the aircraft and returning it to its base. Unless otherwise agreed to in writing between Company and Customer, all booked trips will be subject to the following cancellation fees. **Charter Flight Cancellation Fees.** The following cancellation fees apply to charter flights entirely within the Continental United States ('Domestic Flights'), flights with at least one origin or destination outside of the Continental United States ('International Flights'), and flights booked on Peak Days:

TIME RELATIVE TO PLANNED DEPARTURE	DOMESTIC FLIGHT CANCELLATION	INTERNATIONAL FLIGHT or PEAK DAY CANCELLATION
Outside 7 Days	\$0	100% of Quoted Price
7 Days to 96 Hours	Flat Fee of \$1000	100% of Quoted Price
Within 96-48 Hours	25% of Quoted Price	100% of Quoted Price
Within 48-24 Hours	50% of Quoted Price	100% of Quoted Price
Within 24 Hours	100% of Quoted Price	100% of Quoted Price

Cancellation fees will be charged to the credit card provided or other client funds on account with flyExclusive. Any fees incurred upon booking (i.e. slot fees, special event fees) are subject to 100% penalty upon booking if client changes or cancels the trip in which the fees were incurred.

10. DELAYS: Peak Day Adjustment of Departure Time. If your trip departure is on a Peak Day, you agree that the Company may automatically shift your departure time to a point four (4) hours earlier or four (4) hours later than the original quoted time. On the busiest flight days of the year, this schedule flexibility is used to help ensure the best flight experience by the most passengers possible.

Delayed Departures. If all passengers are not present and ready to board within one (1) hour of the scheduled trip departure time, the Company may cancel the flight, and normal cancellation charges will apply. If all passengers are present and ready to board but the flight departure is delayed by more than one (1) hour for a reason besides force majeure, the Company will provide you with a service credit of \$500 per full hour of delay, capped at \$2,000.

Weather delays and any other situation out of the control of flyExclusive (such as edcts, tfr's, flow control) will not constitute any concession to the client for delay.

11. WIFI: Wifi is an amenity on our aircraft and loss of wifi service will not constitute a concession to client. If a client cancels a trip due to a wifi outage they will be subject to the cancellation policy referenced in section 9 of this contract.

12. NON STOP: Flights are subject to potential fuel stop(s) at the discretion of the Pilot in Command, Director of Operations, or Chief Pilot. Any flight cancelled within 48 hours due to the flight needing a fuel stop will be subject to the above cancellation penalties.

13. PARTIAL COMPLETION OF FLIGHTS: In the event that flyExclusive is unable to complete the trip due to reasons beyond its reasonable control ('Force Majeure') including but not limited to: mechanical issues, crew sickness, airline delays, airport or airspace restrictions, the Customer will be responsible only for the portion of the itinerary completed. In the event that weather causes a trip to be terminated prior to completion, the charges for the trip will be adjusted to reflect incurred expenses, actual flight hours and/or any minimum charges that might apply.

14. PRICING: Flight Hours & Pricing. The price for a flight inside the lower 48 U.S. states ('Continental United States') using a fixed-wing aircraft is an unchanging amount tied directly to the relevant hourly rate for the aircraft multiplied by the flight hours identified in the trip quote. The price for all other flights (outside the Continental United States or using helicopters) will be based on the relevant hourly rate for the aircraft multiplied by the actual flight hours for the trip, if the actual hours of flight time are greater than the estimate provided in the trip quotation. Pricing Confirmation. The price quoted is confirmed once aircraft availability and owner approval are secured and the trip is confirmed. (Special requests are honored, when possible, but availability and pricing are not guaranteed.)

Pricing Terms. Please note the following pricing terms: 1. All prices are stated in U.S. dollars (\$); 2. There is a two-hour minimum flight charge per 24-hour period on all trips unless otherwise agreed upon in writing between Company and Customer; 3. When applicable, additional charges apply, e.g., for international fees and taxes (estimated at the time of quotation but billed to Customer at actual cost), customs and immigration charges, catering (plus a 15% service fee), flight phone use, ground transportation (plus a 15% service fee), hangar, de-icing, airport landing fees, ramp or parking fees, unforeseen flight diversions, supplemental crew expenses, aircraft security fees, etc.; and 4. All flight itinerary changes are subject to review, approval, and pricing revisions as aircraft availability, aircraft performance and operational limitations, crew duty time restrictions, government permits, extended airport hours, etc., are reevaluated and secured. These changes may affect the original charter quote. Company will provide an updated price quote detailing itinerary changes upon request. Fuel Surcharge. Price quoted includes an estimated fuel surcharge that may increase or decrease. The actual fuel surcharge cost will be billed once determined.

15. SECURITY: Customer will provide a complete passenger manifest for each flight segment detailing passenger names, weights and dates of birth as shown on their IDs. All passengers and crew are subject to a search of their

baggage and persons prior to entry of any airport secured area. Local airport regulations may also restrict the access to the ramp by ground transportation. All passengers 18 and older must travel with a valid government-issued photo identification. All passengers must travel with valid passports for on international flights, plus all other applicable travel documents (visas, immunization forms, etc.). Failure to provide required documentation may result in delay or cancellation of the flight, subject to the cancellation policies in Section 9. For a list of restricted items that may not be carried onboard the aircraft see www.tsa.gov. Hazardous materials (HAZMAT) may not be transported aboard any flight. For details reference <http://www.phmsa.dot.gov/hazmat/info-center>

16. PILOT IN COMMAND: The captain of the Aircraft is the final authority for the safe and secure operation of the aircraft and has complete discretion over accepting passengers or baggage, preparation of the aircraft for flight, whether a flight shall be undertaken, route of flight, fuel stops if required, diversion and termination of the flight. The Customer shall accept as final and binding all decisions of the captain on all matters relating to the operation of the Aircraft, including any deviation from proposed routes or where landing shall be made.

17. GOVERNING LAW AND JURISDICTION: This Agreement is governed by the laws of the state of North Carolina without giving effect to North Carolina's principles of conflict of laws and is enforceable exclusively in the federal and state courts sitting in the United States District Court for the Eastern District of North Carolina and in Lenoir County, North Carolina, respectively. Customer on behalf of itself and on behalf of its passengers, hereby consents and irrevocably submits to the jurisdiction of such courts (including personal jurisdiction), agrees that all claims arising under or out of this Agreement must be heard and determined in either of such courts, and waives any objection (on the grounds of each of jurisdiction, forum non-conveniens, or otherwise) to the jurisdiction of either such court.

CUSTOMER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY).

18. EXCLUSION OF LIABILITY/INDEMNITY: (i) flyExclusive shall have no liability to Customer and passengers for any failure by it to perform its obligations under this Agreement arising from force majeure, labor disputes or strikes of any kind (including those of flyExclusive personnel) or lock-outs or any other cause beyond the control of the flyExclusive including accidents to or failure of the Aircraft engines, or any other part thereof or any machinery or apparatus used in connection therewith. (ii) Customer shall indemnify flyExclusive against any loss, damage, liabilities, costs or expenses of whatsoever nature caused to be suffered or incurred by flyExclusive and its officers, employee's, agents, or subcontractors arising out of any act or omission of Customer, passengers, its officers, employees or agents whether arising in contract or tort (including negligence) or otherwise. (iii) flyExclusive shall not be deemed to undertake any carriage as a common carrier. (iv) flyExclusive, its agents or assigns shall not be liable in any manner or way to Customer or passengers for special, consequential, incidental, or punitive damages.

MISCELLANEOUS PROVISIONS

Agreement Completeness: Together with the Trip Quote or other charter services agreement, these Conditions of Carriage constitute the entire understanding of the parties with respect to the subject matter herein and supersedes all previous agreements, communications, representations, and warranties, whether oral or written.

Amendment: These Conditions of Carriage may be revised by Company at any time at its sole discretion. The Conditions of Carriage applicable to your charter trip are those in effect at the time of your flight.

Assignment: Neither party may assign its rights or responsibilities under this Agreement without the prior written consent of the other Party, except that the Company may assign responsibilities to third party service providers, such as approved charter air carriers, fixed base operators, caterers.

Compliance with Applicable Law: Each party will comply with all applicable law in its performance of this Agreement. This includes compliance with all applicable aviation safety, customs, immigration, border quarantine laws, as well as compliance with applicable anti-bribery (e.g., Foreign Corrupt Practices Act), anti-money laundering, and sanctions laws.

Force Majeure: No party shall be liable for any failure or delay in its performance under this Agreement to the extent that such failure or delay is caused by circumstances or events that are reasonably beyond that party's control. Force majeure circumstances and events include Acts of God, air traffic congestion, aircraft unavailability due to unscheduled maintenance or other safety needs, earthquakes, epidemics and pandemics, flight crewmember unavailability due to personal emergencies or safety needs, floods, government actions or inactions affecting flight operations, labor strikes or walkouts, riots, terrorism, volcanic eruptions, and war.

Governing Law & Jurisdiction: These Conditions of Carriage are governed by and interpreted under the laws of the State of North Carolina, excluding its choice of law provisions. For any matter arising under these Conditions of Carriage, the parties consent to the exclusive jurisdiction of the federal courts located in the Eastern District of North Carolina where federal jurisdiction exists, and to the jurisdiction of the state courts located in Lenoir County, North Carolina if federal jurisdiction does not exist.

Indemnification: Customer shall indemnify, defend, and hold harmless Company (including Company's parent, sister, and subsidiary companies and all of their respective shareholders or members or partners, directors, officers, employees, agents, and counsel) from and against any and all claims, actions, suits, proceedings, judgments, administrative agency civil penalties, damages, costs, and expenses (including, without limitation, reasonable and

documented attorneys' fees and costs) brought by any of Customer's passengers, guests, or invitees, or to the extent they are due to either of the following: (1) Customer's or passenger's violation of any law applicable to the charter, security, or interference with the operation of the aircraft; or (2) Customer's or passenger's breach of these Conditions of Carriage.

Severability: If any provision of these Conditions of Carriage is held to be invalid or otherwise unenforceable, the remaining provisions will be unimpaired, and the invalid or unenforceable provision will be replaced by a mutually acceptable provision that is valid and enforceable and that comes closest to the original intent of the parties.

Use of the Charter Service; Brokerage: Customer agrees it is purchasing the charter air transportation services either (1) for the carriage of Customer and its guests, and Customer will receive no compensation from a guest passenger for being carried on board the flight, except as permitted by law, or (2) Customer is a broker authorized by its own customer and the passengers to arrange the flights on their behalf, and Customer's brokerage of these flights is fully compliant with applicable law. Additionally if Customer is brokering these flights, Customer agrees that it will be solely responsible for the collection and remittance of payments for the services provided as well as for applicable sales taxes (e.g., U.S. excise taxes, segment fees, and international fees).