



GENERAL TERMS AND CONDITIONS OF CARRIAGE

Unless otherwise expressly agreed in writing, these “General Terms and Conditions of Carriage” (the “GTCC”) apply to any air transportation service if or which an agreement (the “Agreement”) having object the Aircraft (“the Aircraft”) has been concluded between the Client or by an agent on behalf of the Client on one hand and FLYING SERVICE N.V. FLYINGGROUP LUX S.A. or Hyperion Aviation Ltd. (hereinafter commonly called “FLYINGGROUP”) as air carrier, or FLYINGGROUP S.A.R.L. acting as agent in its own name but on behalf of FLYINGGROUP as air carrier, on the other hand.

FLYINGGROUP is the contracting carrier as defined in legislation governing carriage by air. In case FLYINGGROUP assigns the performance of the air transportation services to a third-party operator such other carrier is the actual carrier as defined in the applicable regulation.

These GTCC are published on FLYINGGROUP’s website and annexed to the Agreement.

1. OPERATING LICENCE - AIR OPERATOR CERTIFICATE

1.1. FLYINGGROUP herewith covenants that the Aircraft will be operated by and under a valid Operating License and Air Operator Certificate as granted by the Competent Authorities in accordance with Regulation (EC) N° 1008/2008, on common rules for the operation of air services in the European Community and Regulation (EU) N° 965/2012 laying down technical requirements and administrative procedures applicable to commercial transportation by aeroplane ("CAT-OPS") related to air operations pursuant to Regulation (EC) N°2018/1139 of the European Parliament and of the Council, or any Regulation issued by EASA amending or completing those regulations, or any rulemaking amending or completing those regulations and any other applicable Regulation, as well as the Agreement.

1.2. The Client undertakes not to jeopardize or to prejudice the position of FLYINGGROUP under the conditions of the operating licence and air operator certificate of FLYINGGROUP.

2. OPERATIONAL CONTROL AND RESPONSIBILITY

2.1. The Client agrees that FLYINGGROUP has full operational control and responsibility over the Aircraft and the flights to be conducted with the Aircraft under the Agreement.

2.2. As such, and in respect of the safe and secure operation of the Aircraft, FLYINGGROUP, by virtue of the captain of the Aircraft, shall, amongst others, have complete authority and discretion (i) as to whether or not a flight should be undertaken, (ii) in respect of the amount of space and load available on the Aircraft for utilisation and its distribution, (iii) as to where landings should be made in deviation to the requested flight schedule. The Client undertakes to accept all such decisions by the captain of the Aircraft.

2.3 FLYINGGROUP reserves the right to add flight crew members to any flight on top of the minimum required by the stipulations of the operating licence and air operator certificate, without any obligation for prior notice to the Client.

3. FLIGHT SCHEDULES

3.1. The flight times calculated and shown in the flight schedule are approximate and not guaranteed by FLYINGGROUP.



3.2. FLYINGGROUP shall not be responsible for deviation and delays caused by air traffic control, slot restrictions, labour and civil disturbances, mechanical failures to the Aircraft or ground equipment, crew duty time limitations for crew duties beyond the accepted flight schedule, local, national or international regulations, severe weather conditions or any and all other causes beyond the reasonable control of FLYINGGROUP.

3.3. In case of delay in the commencement or completion of any of the flight(s) considered under the Agreement, caused by the Client or anyone acting on his behalf, FLYINGGROUP will be entitled to claim indemnification for the damage suffered and will have the right to cancel the flight(s) considered under the Agreement, in full or partially, without any compensation or refund to the Client and not affecting its right to claim indemnification.

3.4. The Client may ask FLYINGGROUP to cancel or to make reasonable alterations, deviations or delays to a confirmed flight schedule at any time, in which case FLYINGGROUP shall be entitled to charge the contractual cancellation fees and the extra costs incurred for additional flight preparation resulting from the cancellation, alteration, deviation or delay in question.

4. AUTHORIZATIONS AND PERMITS

4.1. FLYINGGROUP undertakes to timely apply for the authorizations or permits from governmental or other authorities necessary for the performance of the flight(s) considered under the flight schedule as requested by the Client. However, FLYINGGROUP will not be liable for any refusal, untimely granting or cancellation of authorization or permit provided that FLYINGGROUP has processed the applications within the time frames as published from time to time in the official publications and provided that sufficient time was available between confirmation and first departure.

4.2. The Client undertakes to provide FLYINGGROUP with the requested flight schedule with sufficient prior notice enabling FLYINGGROUP to process the applications within the time frames as published from time to time.

5. DOCUMENTS

5.1. FLYINGGROUP will issue documents in accordance with the requirements, practices and procedures of FLYINGGROUP. The Client and its passengers will be bound by the terms and conditions of the issued traffic documents.

5.2. The Client shall comply with and ensure that all passengers accompanying observe and comply with all applicable laws, regulations, orders, decrees, directions, permits, licences, and authorities granted for the flights and/or issued by any relevant governmental or other authority, including but not limited to, Customs, Police, Public Health, and all other relevant regulations and authorities in jurisdictions where the aircraft originates, lands and flies over, and that such passengers comply with all relevant requirements, whether documentary or otherwise, in respect of themselves or their baggage and pay all taxes and dues which may be levied in connection with their baggage or otherwise upon such passengers.

6. CARRIAGE OF ANIMALS

The Client and Passengers are entitled to demand the transport of (domestic) animals and pets, but this request is subject to approval by FLYINGGROUP. Such request should be done at the time of booking of the flight. If FLYINGGROUP agrees to carry the requested animals, then the Client and the Passengers assume full responsibility for the safety, health, and conduct of their (domestic) animals and pets, and for compliance with all governmental requirements, regulations, or restrictions, including entry/exit permits and required health certificates of the respective countries, states, or territories.

7. DANGEROUS GOODS, PROHIBITED ARTICLES AND SECURITY

7.1 For safety and security reasons, articles such as those listed below may not be carried in the passengers' baggage. However, some articles, such as medicines, toilet articles, medical oxygen, wheelchair battery etc. may be carried in the passenger's baggage provided they are carried and packed in accordance with the applicable regulations.



7.2 Liquids, Aerosols and Gels (LAGs) including pastes, lotions, liquid/solid mixtures and the contents of pressurized containers, such as toothpaste, hair gel, drinks, soups, syrups, perfume, shaving foam and other items with similar consistencies might be confiscated by security personnel at certain airports in case they do not meet one of the conditions described here below:

- (a) be carried in the hold luggage; or
- (b) be carried in individual containers with a capacity not greater than 100 milliliters or equivalent in one transparent re-sealable plastic bag of a capacity not exceeding 1 litre, whereby the contents of the plastic bag fit comfortably and the bag is completely closed; or
- (c) to be used during the trip and is either required for medical purposes or a special dietary requirement, including baby food. When requested to do so the passenger shall provide proof of authenticity of the exempted LAG; or
- (d) obtained airside beyond the point where boarding passes are controlled from outlets that are subject to approved security procedures as part of the airport security programme, on condition that the LAG is packed in a Security Tamper-Evident Bag (STEB) which is a bag that conforms to the recommended security control guidelines of the International Civil Aviation Organisation, inside which satisfactory proof of purchase at airside at that airport on that day is displayed; or
- (e) obtained in the security restricted area from outlets that are subject to approved security procedures as part of the airport security programme; or
- (f) obtained at another European Union airport, on condition that the LAG is packed in a STEB inside which satisfactory proof of purchase at airside at that airport on that day is displayed; or
- (g) obtained on board an aircraft of a Community air carrier, on condition that the LAG is packed in a STEB inside which satisfactory proof of purchase on board that aircraft on that day is displayed.

FLYINGGROUP HAS NO LIABILITY WHATSOEVER IN CASE OF CONFISCATION OF ANY OF THE ITEMS BY AIRPORT AUTHORITIES.

7.3 PROHIBITED ARTICLES IN THE CABIN

Passengers are not permitted to carry the following articles into security restricted areas and on board an aircraft:

- (a) **Guns, firearms and other devices that discharge projectiles** — devices capable, or appearing capable, of being used to cause serious injury by discharging a projectile, including:
 - firearms of all types, such as pistols, revolvers, rifles, shotguns,
 - toy guns, replicas and imitation firearms capable of being mistaken for real weapons,
 - component parts of firearms, excluding telescopic sights,

- compressed air and CO2 guns, such as pistols, pellet guns, rifles and ball bearing guns,
 - signal flare pistols and starter pistols,
 - bows, cross bows and arrows,
 - harpoon guns and spear guns,
 - slingshots and catapults;
- (b) **Stunning devices** — devices designed specifically to stun or immobilise, including:
- devices for shocking, such as stun guns, tasers and stun batons,
 - animal stunners and animal killers,
 - disabling and incapacitating chemicals, gases and sprays, such as mace, pepper sprays, capsicum sprays, tear gas, acid sprays and animal repellent sprays;
- (c) **Objects with a sharp point or sharp edge** — objects with a sharp point or sharp edge capable of being used to cause serious injury, including:
- items designed for chopping, such as axes, hatchets and cleavers,
 - ice axes and ice picks,
 - razor blades,
 - box cutters,
 - knives with blades of more than 6 cm,
 - scissors with blades of more than 6 cm as measured from the fulcrum,
 - martial arts equipment with a sharp point or sharp edge,
 - swords and sabres;
- (d) **Workmen's tools** — tools capable of being used either to cause serious injury or to threaten the safety of aircraft, including:
- crowbars,
 - drills and drill bits, including cordless portable power drills,
 - tools with a blade or a shaft of more than 6 cm capable of use as a weapon, such as screwdrivers and chisels,
 - saws, including cordless portable power saws,
 - blowtorches,
 - bolt guns and nail guns;
- (e) **Blunt instruments** — objects capable of being used to cause serious injury when used to hit, including:
- baseball and softball bats,
 - clubs and batons, such as billy clubs, blackjacks and night sticks,
 - martial arts equipment;
- (f) **Explosives and incendiary substances and devices** — explosives and incendiary substances and devices capable, or appearing capable, of being used to cause serious injury or to pose a threat to the safety of aircraft, including:
- ammunition,
 - blasting caps,
 - detonators and fuses,
 - replica or imitation explosive devices,
 - mines, grenades and other explosive military stores,
 - fireworks and other pyrotechnics,
 - smoke-generating canisters and smoke-generating cartridges,
 - dynamite, gunpowder and plastic explosives.



7.4 PROHIBITED ARTICLES IN THE HOLD BAGGAGE

Passengers are not permitted to carry the following articles in their hold baggage:

Explosives and incendiary substances and devices - explosives and incendiary substances and devices capable of being used to cause serious injury or to pose a threat to the safety of aircraft, including:

- ammunition,
- blasting caps,
- detonators and fuses,
- mines, grenades and other explosive military stores,
- fireworks and other pyrotechnics,
- smoke-generating canisters and smoke-generating cartridges,
- dynamite, gunpowder and plastic explosives.

8. NO SUBCONTRACTING BY THE CLIENT

The Client undertakes to charter the Aircraft under the Agreement for the own use by the Client. The Client will use the entire capacity of the Aircraft for the transportation of passengers of the Client, who is not entitled to subcontract by reselling or sub-chartering neither any part nor the entire capacity of the Aircraft.

9. CONDUCT ON BOARD

In case a passenger conducts in a way to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties or fails to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption or behaves in a manner which causes discomfort, inconvenience, damage, or injury to other passengers and the crew, FLYINGGROUP's captain may take such measures as it deems necessary to prevent continuation of such conduct, including restraint.

10. AIRCRAFT UNSERVICEABILITY - UNAVAILABILITY

If the Aircraft becomes unserviceable or unavailable - for whatever reason, including technical failure with the Aircraft or operational restriction - FLYINGGROUP shall have the right to cancel the flight(s) contemplated under the flight schedule as requested under the Agreement. FLYINGGROUP will have no other or further obligation or liability then to use its best efforts to source internally or externally a substitute aircraft for the Client in order to undertake or to continue to undertake the requested flight schedule.

In the event that such substitute aircraft cannot be offered under the terms and conditions of the Agreement, FLYINGGROUP shall be entitled to offer a separate ad hoc agreement for the substitute aircraft, and the Client agrees to reasonably accept those conditions provided those conditions are within the scope of the then current market conditions.

11. LIABILITIES

11.1. The Client shall indemnify and hold free and harmless FLYINGGROUP, its officers, employees and agents against any costs, claims, damages or liability of any sort that may fall upon FLYINGGROUP by reason of any failure by the Client, its servants or agents, or any passenger carried with the authority of the Charterer to comply with the Agreement or with any regulation or condition in force at the time of commencement of the flight.

In particular, the Client shall indemnify and hold free and harmless FLYINGGROUP for any and all damage that FLYINGGROUP may suffer directly or indirectly (i) in the event of the air operator certificate and operating licence of FLYINGGROUP being withdrawn on the grounds of failure by the Client to comply with the Agreement, (ii) resulting



from the Client or its passengers, goods and/or cargo carried on the flights considered under the Agreement (iii) if any passenger not being in possession of any identity document, visa, health certificate or other document required by any stopping place on the Flight Schedule.

In the event of any breach by the Client of these GTCC or any, FLYINGGROUP shall have the right to cancel the Agreement, and, in the event that a service has commenced, to terminate such flight all without liability of any kind to FLYINGGROUP and, to retain all amounts as have been paid by the Client and, to demand all other amounts due under the terms of the Agreement regardless of its cancellation. Neither the payment of the charter price nor the termination of the Agreement for any of the aforesaid reasons shall affect the right of FLYINGGROUP to collect damages from the Client.

11.2. The liability of FLYINGGROUP as air carrier vis-à-vis its passengers and their luggage is limited congruent to the limits as laid down in Regulation (EC) N° 2027/1997 as amended by Regulation (EC) N° 889/2002 implementing the Convention of Montreal of May 28, 1999.

As far as the above limitations of liability shouldn't be applicable for whatever reason, the liability of FLYINGGROUP as air carrier vis-à-vis its passengers will be governed by the Convention of Warsaw of October 12, 1929, or that Convention as amended at The Hague on September 28, 1955, whichever is applicable, even when the carriage is not an international carriage as defined by that Convention. In case of substitution by another carrier, the Convention of Guadalajara of September 18, 1961 is applicable. Lessee undertakes that throughout the term of this Agreement, insurance coverage will be maintained according to the liability requirements of the Regulations and Conventions as mentioned herein.

11.3. The liability of FLYINGGROUP as air carrier vis-à-vis third parties on the ground is limited in accordance with the uniform regulations as laid down in the Convention of Rome of October 7, 1952, as far as applicable. In absence whereof, congruent to the principles of international private law, the *lex rei sitae* of the country or state overflowed and where the damage caused by the Aircraft has occurred, will apply.

11.4. It is expressly understood and agreed between parties that FLYINGGROUP will have no other liability than the liability as referred to in former paragraphs herewith. The Client accepts and agrees that no special declaration of interest in delivery of baggage at destination can be made as provided in the applicable Regulations. FLYINGGROUP shall never be liable to the Client in any manner whatsoever (whether in tort or contract) for any indirect or consequential loss or damage whatsoever.

11.5. The Client shall indemnify and hold free and harmless FLYINGGROUP, its officers, employees and agents against any costs, claims, damages or liability of any sort in case FLYINGGROUP assigns the performance of the air transportation services to a third-party operator.

12. INSURANCE COVERAGE

FLYINGGROUP shall, throughout the term of the Agreement, maintain the insurance coverage according to the liability requirements as laid down in the applicable Regulations.

13. EU NOTICE REQUIREMENT

This information notice summarizes the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

(a) There is no maximum sum in terms of liability in case of Passenger death or injury. For cases of personal injury up to SDR 113,100 FLYINGGROUP and/or the actual carrier cannot contest claims for compensation. In case of claims greater than this amount, the contractual and/or the actual carrier can defend itself by proving that its actions were not negligent or otherwise at fault.



(b) If a Passenger is killed or injured, FLYINGGROUP and/or the actual carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs.

(c) FLYINGGROUP and/or the actual carrier is liable for damages caused if Passengers are delayed unless the company took all reasonable measures to avoid these damages or it was impossible to take these measures. The liability for damages caused by Passenger delay is limited to SDR 4694. Any possible liability under EC regulation 261/2004 remains unaffected.

(d) The contractual and/or the actual carrier is liable for damages caused if baggage is delayed unless the company took all reasonable measures to avoid these damages or it was impossible to take these measures. The liability for damages caused by baggage delay is limited to SDR 1131.

(e) FLYINGGROUP and/or the actual carrier is liable for the destruction, loss or damage to baggage up to a sum of SDR 1131. In case of checked baggage, if the baggage was not damaged prior to carriage, the company is liable even if it is not at fault. With regard to hand baggage, FLYINGGROUP and/or the actual carrier is only liable if its actions are negligent or otherwise at fault.

(f) A Passenger can benefit from a higher liability limit by making a General Declaration at the latest at booking subject to a supplementary fee.

(g) If the baggage is damaged, delayed, lost or destroyed, the Passenger must write and complain to FLYINGGROUP and/or the actual carrier as soon as possible. Passengers whose checked baggage sustained damage must submit a written complaint within seven days upon the date the baggage was placed at the Passenger's disposal.

(h) If FLYINGGROUP and/or the actual carrier that actually carries out the flight is not the same, the Passenger may address complaints to or make claims for damage against either company. If the name of code of a contractual and/or actual carrier is indicated on the confirmation, that company is the contracting contractual and/or actual carrier.

(i) Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

(j) The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the Member States.

Note

This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Montreal Convention, and it does not form part of the contract between the carrier(s) and the Client. No representation is made by the carrier(s) as to the accuracy of the contents of this notice.

EU passenger and baggage delay compensation provisions do not apply.

14. DATA PROTECTION AND PRIVACY / CONFIDENTIALITY

14.1. FLYINGGROUP understands that during the course of its relationship with the Client, FLYINGGROUP (including FLYINGGROUP's officers, employees, contractors and agents) and actual carriers may have communication of Personal data (Personal Data shall have the meaning assigned to it in FLYINGGROUP PRIVACY POLICY published on FLYINGGROUP's website) about the Client and/or Passengers. FLYINGGROUP commits and the Client accepts that the Client's and Passengers' Personal Data will be held and processed by it in compliance with the Regulation (EU)



2016/679 of the European Parliament and of the Council (“**GDPR**”) and the FLYINGGROUP PRIVACY POLICY published on the FLYINGGROUP’s website.

14.2 Without prejudice to what is stated in the FLYINGGROUP PRIVACY POLICY , FLYINGGROUP and/or the third party operator are explicitly entitled to transmit Personal Data obtained from official identification documents and other Personal data processed or used in connection with the performance of the Agreement to public authorities and border control agencies, provided that the authority’s or agency’s request for disclosure is based on a mandatory legal regulations and it is necessary for performance of the contract of carriage. Moreover FLYINGGROUP and/or the third party operator is also explicitly authorized by the Client to collect and process the Personal data of the Client and the Passengers within the scope of the Agreement and in compliance with the GDPR Regulation for the purpose of performance of the flight services and the contractual obligations of FLYINGGROUP and/or the third party operator under the Agreement; specifically FLYINGGROUP and/or the third party operator is further explicitly authorized to transmit the said Personal Data to its employees and authorized representatives and to all person involved with the provision of the flight services on its behalf including air crew (flight and cabin crew).

14.3. FLYINGGROUP acknowledges that, as a result of FLYINGGROUP delivering flight services to the Client, FLYINGGROUP and its employees may learn confidential and proprietary information relating to the Client and/or Passengers (“Confidential Information”). FLYINGGROUP undertakes not to, and shall procure that its employees shall not, disclose such Confidential Information to any third party save:

- (i) as required to deliver those flight services and any ancillary services requested by the Client and/or Passengers;
- (ii) where such Confidential Information is in or enters the public domain, other than as a result of a breach by FLYINGGROUP of its obligations hereunder;
- (iii) pursuant to a legal or regulatory requirement to disclose, deliver, communicate, or otherwise make available the Confidential Information to a third party;
- (iv) to the auditors and/or legal advisors and/or other professional advisors and/or bankers and/or any potential or actual investors or partners of FLYINGGROUP;
- (v) to an affiliate or subsidiary or strategic partner of FLYINGGROUP (including to the officers, directors, employees, agents and advisors of the subsidiary, affiliate or strategic partner); or
- (vi) to protect FLYINGGROUP’s rights, property and safety and the rights, property and safety of the Client and/or Passengers, or others;

Provided however, that, Confidential Information shall not include Personal Data of the Client and of Passengers. Personal Data of the Client and of Passengers shall be held and processed by FLYINGGROUP in accordance with part 1 and 2 above

15. APPLICABLE LAW AND COMPETENT COURT

15.1. This Agreement, that is considered to constitute the entire understanding between the Operator and the Client, is construed according to and governed by the applicable regulations in Belgium and within the European Union.

15.2. The Parties shall endeavour to settle by negotiation any dispute arising out of or in connection with the Agreement, and all the consequences thereof. Such dispute shall be notified in writing by the claiming Party to the other Party, and the Parties shall endeavour to settle such dispute by negotiation within thirty (30) days from receipt of said notice.

- (i) In case of failure to settle the dispute by negotiation within the period of time mentioned above, the claiming Party may seek to refer the dispute to mediation. The introduction of mediation proceedings does not prevent the Parties from taking any provisional and conservatory measures they deem necessary.
- (ii) If the Parties do not agree to mediate or if mediation does not result in a settlement within thirty (30) days following the filing of the request for mediation or within such other period as the Parties may



agree in writing, each Party may bring an action before the Commercial Court of Antwerp.

15.3. If any or more of the provisions contained in this Agreement should be illegal, unenforceable, or for any Reason cannot be held valid, this will not affect any other provision of this Agreement.

16 PROHIBITED BUSINESS PRACTICES AND SANCTIONS

The Client hereby represents, warrants, undertakes and acknowledges that:

(1) to the extent that any laws, statutes, regulations, and codes relating to anti-bribery, anti-corruption, anti-money laundering, terrorist financing, and unfair and prohibited business practices (including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act, collectively referred to herein as the "Laws") apply to any aspect of the relationship between FLYINGGROUP and the Client, the Client shall at all times comply with the Laws and will remain in compliance with the Laws;

(2) any funds or monies paid to FLYINGGROUP by the Client shall not have been derived as proceeds of money laundering, terrorist financing and/or of any other illegal or criminal act or activity;

the Client and all Passengers are not a Designated Party (a "Designated Party" means any person or entity that is designated in published lists issued by the U.S. government or the United Nations or the European Union as a Specially Designated National or a Designated Person, a terrorist, a foreign terrorist organization, an organization that assists or provides support to a foreign terrorist organization, a proliferator of weapons of mass destruction, a narcotics trafficker or any other similar designation that would prohibit FLYINGGROUP from engaging in a transaction with that individual or entity under applicable law), or the subject or target of any economic or trade sanction law or regulation or travel ban;

no employee or director or owner or shareholder or parent company or affiliate or subsidiary of the Client, and no Passenger is a Designated Party, or the subject or target of any economic or trade sanction law or regulation or travel ban;

(3) in the event that the Client or any employee or director or owner or shareholder or parent company or affiliate or subsidiary of the Client, or any Passenger, becomes a Designated Party or the subject or target of any economic or trade sanction law or regulation or travel ban, then Client shall disclose such an event to FLYINGGROUP immediately;

(4) baggage and cargo of the Client and that of all Passengers shall not violate any applicable export control laws. Without prejudice to the generality of the foregoing, and specifically with respect to flights to Iran, the Client and all Passengers shall not take onto the aircraft or include in any baggage or cargo any:

- (i) arms or related materiel, including defence articles, defence services, or technical data that are controlled on the United States Munitions List (USML) established under section 38 of the Arms Export Control Act (22 U.S.C. § 2778),
- (ii) any item that is or would be, if located in the United States controlled by ECCNs OA-E521 or 600 series ECCNs,
- (iii) items used to facilitate the development or production of a chemical or biological weapon or other weapon of mass destruction and their means of delivery, including ballistic missiles, or
- (iv) items that would require separate authorization from the Office of Foreign Assets Control of the US Department of the Treasury under the Iranian Transactions and Sanctions Regulations (31 C.F.R. part 560) or from any other U.S. Government agency;

(5) the Client and the Passengers shall comply with any and all applicable economic and trade sanction laws and regulations which are applicable to them, including without limitation the economic and trade sanction laws and regulations enacted by the United States, the United Nations, and the European Union;

(6) any and all information and documentation provided by the Client to FLYINGGROUP during FLYINGGROUP's due diligence process are accurate and complete;



(7) FLYINGGROUP may be legally bound to file reports to any competent authority concerning any breach by Client, or by any Passenger, of any applicable economic or trade sanction laws or regulations or Laws;

(8) FLYINGGROUP may be required by applicable economic or trade sanction laws or regulations or Laws to block or freeze funds received from Client and which are within FLYINGGROUP's possession or control. Such blocking or freezing of funds by FLYINGGROUP shall be affected without any liability to Client. FLYINGGROUP may furthermore and without liability to the Client or to any person named in (4) above, deal with and remit such funds in such manner as prescribed by the applicable economic or trade sanction laws or regulations or Laws and/or as prescribed to FLYINGGROUP by the relevant authorities;

(9) the Client and the Passengers will not engage in or facilitate any activity that could lead FLYINGGROUP to breach any Laws, economic or trade sanction law or regulation or travel ban;

(10) without prejudice to the foregoing, FLYINGGROUP may, without liability to Client or to any other person, refuse carriage to any person or refuse to operate any flight if, in the sole and absolute judgement of FLYINGGROUP, such carriage or the operation of such flight would result in violation (in any jurisdiction) of any enforcement order, warrant, law or regulation or economic or trade sanction law or travel ban;

(11) without prejudice to the foregoing, FLYINGGROUP may, without liability to Client or to any other person, refuse carriage to any person if, in the sole and absolute judgement of FLYINGGROUP, such person has been convicted or adjudicated of a criminal offence in any jurisdiction:

- (i) related to drug possession or trafficking, human rights violations, terrorism, or to fraud, theft, bribery, corruption, money laundering, terrorist financing or other financial impropriety; and/or
- (ii) which, in the sole and absolute judgment of FLYINGGROUP, may bring FLYINGGROUP into disrepute; and/or
- (iii) which, in FLYINGGROUP's reasonable opinion, is prejudicial to FLYINGGROUP's interests.

Client hereby consents and gives permission to FLYINGGROUP to carry out due diligence or other screening activities (including background checks) on Client and Passengers. Moreover and without prejudice to the foregoing, Client shall promptly provide to FLYINGGROUP any and all information and documentation reasonably requested by FLYINGGROUP at any time in order for FLYINGGROUP to be able to perform its due diligence, screening, and assessment processes and procedures to ensure that no Passenger intended to be carried and no flight intended to be operated under the provisions of these GTCC violates any provision of these GTCC or any law or regulation or economic or trade sanction law or travel ban; and, if so required by FLYINGGROUP at any time the Client shall certify to FLYINGGROUP in writing compliance with this contractual provision, and shall promptly provide such supporting evidence of compliance as FLYINGGROUP may reasonably request.

(12) FLYINGGROUP may (without prejudice to all its other rights under the Special Terms, under the GTCC and at law) terminate the Special Terms by means of written notice to the Client, with immediate effect, without need of judicial recourse, and without liability for compensation or damages (whether direct and/or indirect) of any type or nature in favour of the Client, in the event that:

- (i) the Client breaches any representation, warranty, undertaking or acknowledgment set forth in this Section and fails to remedy (if such a breach is remediable in the sole discretion of FLYINGGROUP) that breach within 10 days of Client being notified in writing of the breach; or,
- (ii) the Client and/or any of its directors and/or employees and/or owners and/or shareholders and/or parent companies and/or affiliates and/or subsidiaries becomes a Designated Party or the subject or target of any economic or trade sanction law or regulation or travel ban; or,
- (iii) the Client and/or any Passenger has been convicted of a criminal offence related to human rights violations, terrorism, or to fraud, theft, bribery, corruption, money laundering, terrorist financing or other financial impropriety. Furthermore, Client assumes all liability and shall indemnify, reimburse, and hold free and harmless FLYINGGROUP, its officers, directors, shareholders, employees, agents, and subcontractors (each an "Indemnitee"), from and against any and all claims, demands, suits, judgments, losses, fines, penalties, damages, costs, liabilities and causes of action, including costs and



expenses incidental thereto, incurred or suffered by any Indemnitee by reason of or in connection with a breach or deemed breach by Client of any representation, warranty, undertaking or acknowledgement set forth in Section 12 above. This indemnity: (i) is not limited by any provision in the Special Terms and (ii) will survive the termination or expiration of this Contract.

17. COVID-19: HEALTH & SAFETY MEASURE

17.1. FLYINGGROUP commits to operate the Aircraft in compliance with the EASA COVID-19 Aviation Health Safety Protocol (Operational guidelines for the management of air passengers and aviation personnel in relation to the COVID-19 pandemic), as amended and/or updated from time to time, and all applicable local, national and international requirements, measures and procedures imposed to FLYINGGROUP on time of the performance of the flight(s) in order to prevent the further spread of COVID-19.

17.2. The Client and Passengers commit to wear a medical face mask (also known as surgical or procedure mask) during the flight and when embarking and disembarking the flight as recommended by the EASA COVID-19 Aviation Health Safety Protocol. The medical face mask complies with the requirements defined in European Standard EN 14683:2019+AC:2019. A face mask helps reduce the spread of the infection in the community by minimising the discharge of respiratory droplets from infected individuals who may not know they are infected and before they develop any symptoms. The Client and Passenger should however consider the use of these face masks as a complementary measure and they do not replace the preventive international measures put in place, for example physical distancing where possible, respiratory etiquette, meticulous hand hygiene, and avoiding touching the face, nose, eyes and mouth.

17.3. The Client and Passengers ensure that they comply with the local, regional, national and international requirements, measures and procedures that might be enforced to them regarding the COVID-19 health safety. The Client and Passengers in general commit to comply with the COVID-19 public health requirements, measures and procedures which are applicable in the countries under which FLYINGGROUP is operating the Aircraft and the countries where the Aircraft departs, overflies and lands. Such compliance is the sole responsibility of the Client and the Passengers. The Client and Passengers will be liable and shall indemnify and hold free and harmless FLYINGGROUP for any and all damage that FLYINGGROUP or its crew members, other Passengers, or any third party may suffer directly or indirectly as a consequence of non-compliance with the imposed COVID-19 health safety requirements, measures, and procedures. In case FLYINGGROUP has provided the Client with information regarding COVID-19 voluntarily, FLYINGGROUP is neither liable based on this information, nor should this information be exhaustive.

18. AMENDMENTS

FLYINGGROUP reserves the right to amend these GTCC at any time with effect for the future without obligation to notify the Client. These GTCC as amended from time to time are published on the website as from the date on which they come into force. By continuing to use FLYINGGROUP services after amendment of the GTCC, the Client declares his consent to the amendments.

These GTCC (and any documents, terms or agreements referred to therein) contain the entire provisions of the contract between the Client and FLYINGGROUP and supersede all previous agreements, regardless of whether such agreements were made verbally by electronic means or in writing.

In case of conflict between the GTCC and any special agreement between the Client and the Operator, the terms and conditions of this charter agreement shall prevail.

Updated Version: August 2022