

TERMS AND CONDITIONS FOR QUOTE# 45399
PREPARED FOR:

Fly Victor Ltd

Phone:

Fax:

Email: jon.hudson@flyvictor.com

Phenom 300 aircraft is equipped with COMPLIMENTARY onboard domestic wifi.

This trip will require owner approval.

PLEASE NOTE: Additional Fees may follow as some vendors send bills weeks after services are rendered (i.e. international fees, customs fees, deicing, catering, hangar, facility overtime fees, and/or flitephone charges) **All flights with animals onboard are subject to a \$350 aircraft cleaning fee**

Dolphin Atlantic, Inc. operates aircraft for Gold Aviation Services commercial use Air Carrier Certificate F2PA345Y

FEDERAL EXCISE TAX EXEMPTION CUSTOMS & IMMIGRATION & APHIS FEES EXEMPTION FOR THE YEAR 2019

_____ is engaged in the business of transporting persons, patients or property by air. As such, amounts paid to Gold Aviation Services, Inc./Dolphin Atlantic, Inc. are subject to the designated Federal Excise Tax under Section 4271(a) of the Internal Revenue Code of 1986.

If passengers are transported into and out of the United States, they are subject to the designated Custom User Fees due to changes to the air passenger user fee resulting from the North American Free Trade Agreement (NAFTA), passengers are also subject to Immigration User Fees according to Public Law 103-121, 107, Stat 1153, which Amends Section 286 of the Immigration and Nationality Act (8U.S.C. 1356). Further, the USDA's Animal and Plant Health Inspection Service (APHIS) and the Department of Homeland Security's Customs and Border Protection (CBP) work together to carry out Agricultural Quarantine & Inspection program activities. AQI user fees are paid by those who receive AQI services and this includes international airline passengers and the operators of commercial aircraft.

The Undersigned contracts with other Carriers on a "Subcontractor" basis, therefore, they are the party contracting with the eventual payer of the total charges, which includes Federal Excise Tax, Domestic Segment Fees, International Air Transportation Tax, Customs & Immigration Fees, and Animal & Plant Health Inspection Fees, as applicable. In connection with this type of transaction, the Undersigned then pays the Subcontracted Carrier.

Therefore, _____ hereby certifies to Gold Aviation Services, Inc./Dolphin Atlantic, Inc. that it has Complied with all aspects of Part 2, Subchapter C, Chapter 33, Subtitle D, of the Internal Revenue Code of 1986, and remits payment of these fees directly to the Internal Revenue Service, U.S. Customs and I.N.S, and USDA (APHIS), hence Gold Aviation Services, Inc./Dolphin Atlantic, Inc. need not collect the Federal Excise Tax, International Air Transportation Tax, Customs & Immigration Fees, and APHIS fees referred to above from the Undersigned when Gold Aviation Services, Inc./Dolphin Atlantic, Inc. is performing as a subcontractor.

Federal Tax I.D. #: _____ Date: _____

Signature

Print Name

This flight is subject to aircraft availability at the time you provide confirmation of booking.

1. Parties: "Customer" and "Gold Aviation Services, Inc.": The two parties who are entering into this agreement are "Customer" - The individual or entity requesting the charter service, and "Gold Aviation Services, Inc ("Gold Aviation")" - The company providing the charter service.

2. Trip, Charter Quote, Itinerary and Sub-Total - So long as Customer is in full compliance with this Agreement, and applicable law, Gold Aviation Services, Inc ("Gold Aviation") will operate the flight set forth in the Charter Quote and Itinerary for the benefit of Customer, and Customer's designated passengers, on the dates and times set out on the itinerary, to the destinations set out in the itinerary, in the aircraft set out in the itinerary (or comparable aircraft, comparability to be determined by Gold Aviation, in its sole discretion) at the cost set forth on the itinerary (sub-total), plus any additional charges (additional charges) detailed therein (which, when combined shall be referred to as the total quote). ALL REPOSITIONING LEGS ARE THE PROPERTY OF GOLD AVIATION SERVICES, INC. All repositioning legs that are sold as discounted empty legs are subject to change and or cancel at any time without notice. Any payment that has been received for a discounted empty leg will be refunded.

3. Additional Charges - All Quotes are provided as a hard number to include flight time and repositioning time as indicated on the Quote for Aircraft Services. All Handling Fees, International Fees, Parking fees and Landing Fees are included in the quoted price unless otherwise noted. THE FOLLOWING ADDITIONAL CHARGES MAY APPLY AND WILL BE BILLED AFTER THE TRIP: Catering, De-Ice (or Hangar Charge in Lieu of De-Ice), use of Flight Phone, Passenger Ground Transportation, Cleaning Fees, APU/GPU Surcharge of \$125 per 30 min delay from scheduled departure time caused by late

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passengers on Select aircraft. Such Fees may not be known until after the trip and customer is hereby obligated to pay all such fees and charges even if billed on multiple invoices. Gold Aviation will select all FBO's for this itinerary. If the client selects an alternate FBO an additional charge may be applied.

4. Cancellation Policy - Customer may cancel the flight, but only subject to the conditions of this Agreement. Should customer wish to cancel the flight, it shall give Gold Aviation Services, Inc written notice which may be delivered by fax or e-mail at such addresses as may be designated verbally or in writing from time to time. Customer shall be solely responsible for assuring that such written notice was received by Gold Aviation Services, Inc. If notice of cancellation is received by Gold Aviation Services, Inc at least 72 hours prior to the scheduled departure time, and the aircraft has not been repositioned to accommodate the flight, the trip may be cancelled without cost or penalty to the Customer. If the aircraft has been repositioned to accommodate the flight, Customer will be charged and Customer shall pay for any costs, including flight time, of such reposition, or a minimum charge of 50% of the quoted amount, whichever is the higher regardless of when such notice of cancellation is received. If notice of cancellation is received by Gold Aviation Services, Inc more than 72 hours prior to the scheduled departure time, Customer will be charged \$0.00. If notice of cancellation is received by Gold Aviation Services, Inc less than 72 hours prior to scheduled departure time, Customer will be charged 25% of quoted amount. If notice of cancellation is received by Gold Aviation Services, Inc less than 48 hours prior to scheduled departure time, customer will be charged 50% of the quoted amount. If notice of cancellation is received by Gold Aviation Services, Inc less than 24 hours prior to scheduled departure time, customer will be charged 100% of the quoted amount. No shows, where the passenger(s) has not arrived within one hour of the scheduled departure time will be charged the entire total quote amount. ALL "ONE WAY", EMPTY LEG TRIPS (INCLUDING MULTI LEG ONE WAYS), OR ANY ITINERARY WHICH ONE OR MORE LEGS FALL ON A PEAK TRAVEL DAY ARE SUBJECT TO A 100% CANCELLATION PENALTY OF THE TOTAL QUOTED AMOUNT FROM THE TIME OF BOOKING. Peak travel days are: Mon, Tue & Wed before Thanksgiving, Sun & Mon after Thanksgiving / Dec 18 - Jan 10, Thu, Fri, Sat before Martin Luther King Day & Martin Luther King Day / Feb 1 - 4, Thu, Fri, Sat & Sun before President's Day, President's Day, the day after President's Day, the Monday after Easter Sunday and the day prior, day of, and day after all Federal Holidays. Customer hereby agrees to authorize Gold Aviation Services, Inc to charge any such amounts set forth in Charter Quote to the credit card utilized to secure the trip.

5. Itinerary Changes - All prices set forth herein are specific to the aircraft tail number or aircraft type at the sole discretion of Gold Aviation to be used hereunder. Any change in the aircraft and/or itinerary to be used hereunder will result in price changes, unless it is a comparable aircraft, as determined by Gold Aviation in its sole discretion. Customer may propose any change to its itinerary, provided, however, that any such change must be provided to Gold Aviation in writing AT LEAST 18 HOURS PRIOR TO SCHEDULED DEPARTURE TIME, and Customer acknowledges that changes in the amount due from Customer may apply, and the changes shall not be effective unless approved by Gold Aviation in writing.

6. Operational Control - Aircraft managed by Gold Aviation Services, Inc, are operated by Dolphin Atlantic, Inc. under FAA Part 135 Air Carrier Certificate #F2PA345Y. Contracted aircraft are operated under their respective FAA part 135 Air Carrier Certificates, in which case customer shall hold harmless and shall indemnify Gold Aviation against any and all losses. Gold Aviation will operate flights for the benefit of the Customer pursuant to the terms and conditions of this Agreement, and applicable law, including 14 CFR 135. Customer acknowledges that Gold Aviation flight crews shall be in command of the aircraft at all times while completing the Customer itinerary. Gold Aviation flight crews shall be entitled to make all decisions regarding the boarding, or refusal to board, of any passenger. Gold Aviation flight crews may accept or reject any baggage for the flight in their sole discretion. Gold Aviation and its flight crews are hereby authorized to comply with 14 CFR 135 and shall be authorized to make any such decision or decisions to comply with all applicable regulations of 14 CFR, including but not limited to, discontinuing the flight for safety reasons, changing itinerary destinations for reasons of safety, as well as delaying any departure for reasons of compliance with regulations and/or safety. Any such decision shall not be grounds for Customer refusing to pay Gold Aviation and all previously agreed to total quote amounts shall be due and payable as outlined in such document or documents. Gold Aviation maintains a "Zero Tolerance" policy regarding illegal drugs and/or smuggling. Gold Aviation reserves the right for its crew members or safety directors to inspect any bags or luggage brought on the aircraft by Client or any person traveling with customer. If any illegal activity occurs, the flight will be grounded. For international flights, Gold Aviation will ground the flight inside the United States or will return to the United States to ground the flight. In addition, Gold Aviation will alert proper authorities and/or law enforcement to any illegal activity. In any such event, Customer will be charged 100% of the Quote plus any additional expenses incurred for the grounded flight.

7. Travel Documents - Customer and its passengers shall be solely responsible for having in their possession all required travel documents for all flights, including passports and visas. Customer shall cause all of the passengers to display their government issued photographic identification to a member of the flight crew before boarding, and at any other time so requested by Gold Aviation. Customer and its passenger herewith indemnify and shall keep indemnified Gold Aviation from any and all cost or expense whatsoever incurred by Customer and its passengers due to any government's denial/refusal of entry of Customer and/or its passenger, or passengers including, but not limited to charges, fees, penalties, imposts or other expenses levied by any immigration authority or any arrangements made by Gold Aviation to return such passengers to the country from which the Customer and its passengers was/were originally carried.

8. Potential Fuel Stops - Depending on the actual weights of expected passengers and baggage or adverse weather conditions, a fuel stop may be required resulting in additional fees. A final determination will be made at the captain's sole discretion.

9. Passenger Behavior and Customer Responsibility - Customer shall instruct its passengers to act in a reasonable and responsible manner at all times while aboard the aircraft and to comply with the directives and instructions of the flight crew. Customer shall be liable for any damage caused by Customer or any of its passengers to the aircraft. Customer shall advise

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all passengers of the terms and conditions of this Agreement. Passengers accept the terms and conditions of this Agreement and agree to be bound by them by traveling in any Gold Aviation aircraft. Gold Aviation reserves the right to discontinue the flight or segment of a flight if passenger behavior warrants such interruption. Gold Aviation prohibits the use of "vape pens" or any other smoking tools while onboard any aircraft. The carriage of "hoverboard" has been deemed dangerous by the authorities and for that reason are not allowed on the aircraft. Any such decision to interrupt shall not be grounds for Customer refusing to pay Gold Aviation and all previously agreed to total quote amount shall be due and payable as outlined in such document or documents. Gold Aviation is not responsible for shipping excess baggage. If the Customer provides more luggage than will fit in the designated baggage area of the aircraft, Gold Aviation will assist with the shipment of excess items at the customer's expense.

10. Partial Completion of Flights: Cancellation, interruption, and delay of flight and/or flight segment due to mechanical irregularity as defined in 14 CFR 135 - Limitation of Liability - Customer and its passengers acknowledge that air travel involves certain risks. Accordingly, Gold Aviation shall not be liable to Customer, Client, or any passenger, for injury to or death of, any person or for any damage to or loss of any property, including but not limited to pain and suffering and loss of time, unless such injury, damage, or death is the direct result of negligence of Gold Aviation. Interruptions and interruptions leading to cancellation during, or after commencement of, passenger carrying segments will terminate at the next landing. No further services will be provided for customer pursuant to the specific trip unless a new Charter Quote is requested and agreed upon by customer. Gold Aviation clients that booked their flight directly with Gold Aviation will receive expeditious relief by Gold Aviation providing a comparable aircraft, as determined in Gold Aviation's sole discretion, to complete the flight or flight segment with minimum delay. If comparable aircraft is not available additional charges may apply. Gold Aviation is not liable for expenses incurred for replacement transportation in the case of mechanicals. Any such event shall not be grounds for Customer and/or Client refusing to pay Gold Aviation and all provisions of this agreement shall be valid, without exception, as outlined herein. If a flight does not reach its destination due to weather, Air Traffic Control, war or any other circumstances outside of Gold Aviation's control, charges apply to any destination reached and, if applicable, return flight of the aircraft and crew (with or without passengers) to home base.

10b. The tail numbers provided by Gold Aviation and Dolphin Atlantic are interchangeable within type and may be changed at any time for any reason.

11. Jurisdiction, Venue and Choice of Law - The sole forum for resolution of any disputes between the parties to this Agreement, or any passengers or clients of Customer, shall be in a court of competent jurisdiction in Broward County, Florida. This Agreement shall be governed by Florida Law, without regard to any conflict of laws provisions.

12. Attorney's Fees - In the event that it is necessary for Gold Aviation Services, Inc to bring any action to collect any monies due hereunder it shall be entitled to recover all attorney's fees that it incurs in doing so, including fees on appeal or in bankruptcy.

13. Payments - All monies due Gold Aviation are due without offset or reduction. Any monies not paid shall bear interest at the highest rate allowable by law. Time is of the essence with regard to all payments required hereunder. All payments called for hereunder are due in Broward County, Florida at 1420 Lee Wagener Blvd, Fort Lauderdale, FL 33315, or such other address as Gold Aviation may designate in writing.

14. Guarantee - The person signing this Agreement on behalf of Customer agrees to personally and unconditionally guarantee payment of all monies due Gold Aviation hereunder, including attorney's fees, should such expense be required to collect full payment.

15. Credit Card Guarantee - Any payment secured by credit card may be charged by Gold Aviation and is hereby specifically authorized if payment of total quote amount is not made within the payment term of any document or documents pertaining to the flight and/or itinerary. Customer is responsible to pay and Gold Aviation is authorized to process any credit card guarantee and collect total quote funds due. Additionally, Customer warrants paying any late and processing fees assessed by Gold Aviation as outlined in any document or documents pertaining to the flight and/or itinerary. In the absence of payment terms on any invoice, quote, or trip confirmation, Customer hereby understands that payment shall be received by Gold Aviation prior to the departure date of the first leg of the trip and failure of timely payment shall authorize Gold Aviation to collect via Credit Card Guarantee.

16. Entire Agreement - This contract represents the entire Agreement between these parties concerning the subject matter of this Agreement. Any prior discussion, negotiations or representations outlined in the accepted Charter Quote, and or Confirmation are merged into this Agreement and are made part thereof. It may not be modified, unless it is modified in writing and signed by the party to be charged with the modification.

17. Waiver - If Gold Aviation waives any provision of this Agreement, it shall not be a waiver of any other provision of this Agreement, or a waiver of Customer's obligations to comply with those provisions in the future.

18. Invalidity - If any provision of this Agreement is deemed to be invalid or unenforceable for any reason, the remainder of the Agreement shall be enforced as if that provision were not included herein.

19. TSA - All passengers must comply with the TSA's list of prohibited items found at http://www.tsa.gov/sites/default/files/assets/prohibiteditems_brochure.pdf All Samsung Galaxy Note 7 devices are

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prohibited on board the aircraft per the Department of Transportation as of 10/15/16. Drones are not prohibited in the Bahamas.