

**Contract Number:**

This Aircraft Charter Agreement is entered into on Wednesday 27 March 2019 by and between:

ImperialJet Europe GmbH, a company organized and existing under the laws of Germany, having its registered office at Lilienthalstrasse 17a, Hallbergmoos, Munich D-85399, Germany and represented by its Managing Director Martin Spiegl ("Carrier"); and Fly Victor Ltd, by Charlie Clarke, each a "Party" and collectively the "Parties".

**IT IS HEREBY AGREED** that Carrier shall provide the aircraft specified below (the "Aircraft") for the following journey(s) for Charterer's use , under the following terms and subject to the additional conditions set out in the Terms and Conditions (which are herein incorporated and acknowledged by Charterer as forming an integral part of this Agreement).

**1. Aircraft:** **Challenger 605** - *Aircraft tail number will be specified minimum 24 hours prior to departure*

The Carrier's performance of the Flight Schedule shall at all times be subject to crew duty limitations, airport and airspace slot coordination, in addition to valid authorisation being granted in a timely manner by the appropriate public and government authorities (including, but not limited to, applicable civil aviation authorities).

**3. Meeting Point:**

As detailed in the Charter Confirmation.

All passengers and baggage must be ready for embarking and loading at least twenty (20) minutes prior to the Scheduled Departure Time of each segment in the Flight Schedule.

The above Charter Price includes the following:

- Aircraft operating costs and provision of crew, fuel, maintenance, deicing;
- Air navigation, en route and approach charges; airport landing and handling charges
- Crew allowances, accommodation and transportation;
- Standard in flight catering and refreshments;
- Aircraft and passenger insurance

The above Charter Price excludes any items not expressly enumerated in the paragraph above, especially:

Any royalties, non-objection fees, custom duties, taxes, levies or charges assessed or imposed by any authority on the carriage, embarkation or disembarkation of passengers or ground transportation of passengers and their baggage, unless otherwise agreed; specific catering requirements beyond the Carrier's standard provision. All excluded items shall be paid by the Charterer on demand and , if paid by Carrier, shall be reimbursed without delay by the Charterer.

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**ImperialJet Europe GmbH**

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Hallbergmoos	Fax:	+49 811 5555 9092
Munich Airport	24/7:	+961 3 009 645
Germany	Email:	sales@I-JETS.com

## 5. Payments:

Aircraft availability will only be confirmed after receipt by Carrier of payment in full of the Charter Price, due at least 48 hours prior to first departure as stated in the Flight Schedule. For forward bookings confirmed 30 days or more prior to first departure, a prepayment deposit equal to 10% of the Charter Price is due immediately, with the balance due no later than 48 hours prior to first departure. The payment may be completed either by direct bank transfer or credit card for the full Charter Price and additional surcharges.

## 6. Delay and Remedies:

If the performance of the Flight Schedule or any part thereof is prevented or delayed by the Charterer, its servants or agents or any passenger arriving later than twenty (20) minutes prior to the scheduled Departure Time, Carrier may, at its sole discretion and without any liability whatsoever and to whosoever, either depart as scheduled or charge demurrage against a Charterer at a daily rate equivalent to 2 hours at the corresponding hourly Charter Price. In addition to any rights provided under the Terms and Conditions, the Carrier shall at any time be entitled to cancel the Flight Schedule or any part thereof at the Charterer's responsibility (without prejudice to any claim which the Carrier may have against the Charterer for demurrage up to the time of such cancellation).

## 7. Provision of Aircraft Type

Carrier reserves the right to provide an Aircraft of equivalent or superior type to that stated at Article 1 from within Carrier's fleet, where such aircraft performance and cabin configuration are considered to be equivalent or superior. For the avoidance of doubt, a Challenger 850 is considered superior to a Challenger 605 where the Flight Schedule is performed on an equivalent or superior basis.

## 8. Additional Costs:

Any additional costs (including the cost of arranging a non-ImperialJet operated substitute Aircraft, if and when the Carrier at its discretion accepts to provide the same) arising out of any en-route changes or delays as a result of (i) compliance with the requirements of international law, national legislation or subordinate legislation, (ii) Charterer or Charterer's passengers change requirements or delays, (i ii) un-servicability of the aircraft beyond Carrier's reasonable control, (iv) safety of the crew, and/or (v) safety of the Charterer or Charterer's passengers, shall be payable by the Charterer to the Carrier's Bank Account in addition to the Charter Price.

## 9. Cancellation Charges:

In case of cancellation of all of part of the Flight Schedule, Charterer shall pay the following cancellation charges, depending on the time the cancellation occurs:

If part of the Flight Schedule is performed and the cancellation pertains to the remaining segments of the Flight Schedule, then the Charterer shall pay the Charter Price in full for the performed segments and 90% of the Charter Price for any remaining segments.

(i)	Upon confirmation:	10% of total Charter Price
(ii)	From 7 days to 72 hours before scheduled Departure Time:	25% of total Charter Price
(iii)	From 72 to 48 hours before scheduled Departure Time:	50% of total Charter Price
(iv)	From 48 to 24 hours before scheduled Departure Time:	75% of total Charter Price
(v)	Less than 24 hours before scheduled Departure Time:	90% of total Charter Price

Signed by

Signed by

On behalf of

On behalf of

Customer

ImperialJet Europe GmbH

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### ImperialJet Europe GmbH

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Hallbergmoos  
Munich Airport  
Germany

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## GENERAL TERMS AND CONDITIONS

### ARTICLE 1. CHARTER

Carrier shall charter and Charterer shall take the Aircraft on charter in accordance with the terms and conditions herein contained.

### ARTICLE 2. AIRCRAFT AND CREW

Carrier shall provide the Aircraft for Charterer's use, properly equipped, manned and fuelled. The crew, who shall be Carrier's employees, servants or agents, shall, except as otherwise provided herein, perform the Flight Schedule specified in paragraph 2 of the Agreement and any additional flights as contemplated in Article 10 hereof the crew members shall follow Carrier's instructions only.

### ARTICLE 3. CARRIER'S DISCRETION

Save as provided in Article 9 hereof, if the Aircraft shall for any reason whatsoever (whether before or after commencement of the Flight Schedule) become incapable of undertaking or continuing the Flight Schedule (or any portion thereof), Carrier may, at its discretion, substitute therefore an aircraft of the same or another type and the provisions of the Agreement (except for the charter price for the substitute aircraft which shall be agreed on a case by case basis) shall apply mutatis mutandis to the substitute aircraft. If Carrier does not elect to provide a substitute aircraft, it shall notify Charterer as soon as possible and shall be relieved of its obligation to provide any aircraft for the all or part of the Flight Schedule which can no longer be performed. Carrier shall be under no liability to Charterer other than to refund to Charterer such part of the Charter Price which relates to the part of the Flight Schedule that could not be performed, provided always that such non-performance is not attributable to a fault by Charterer.

### ARTICLE 4. CAPTAIN'S DISCRETION

The Captain of the Aircraft (the "Captain") shall have absolute discretion to decide what load, including the number of passengers, may safely be carried in the Aircraft on any particular flight and how such load shall be distributed, whether and when a flight may be safely undertaken and when and where the Aircraft shall be landed. All such decisions of the Captain shall be final and binding on Charterer. Carrier shall not be liable to Charterer for any loss, damage, costs or claims of whatsoever nature and howsoever arising as a result of any decision by the Captain.

### ARTICLE 5. ADDITIONAL CHARGES

The Flight Schedule has been prepared to take account of relevant statutory and other official flight time limitation requirements. Carrier reserves the right to require the payment by Charterer of additional charges if, for reasons beyond Carrier's control, it is necessary to provide additional crew or position replacement crew to continue the Flight Schedule. Carrier shall have no liability or responsibility to Charterer or to any other party for any delay to passengers, baggage or cargo so occasioned.

### ARTICLE 6. LOADING AND PACKING

The amount and weight of accompanied baggage shall be at Carrier's discretion. The following or like articles, namely Dangerous Goods (as defined by international regulations), firearms, explosives, combustible materials and live animals may be carried only with Carrier's prior knowledge and written consent which may, in its absolute discretion, be withheld. Carrier may, without being obliged to do so, inspect and examine any baggage or cargo belonging to any passenger, whether accompanied or not. Furthermore, and without prejudice to the foregoing, the Carrier may refuse to carry any baggage considered by the Captain or by any other responsible employee servant or agent of Carrier to be unsuitable for carriage by air whether due to its nature or to any applicable laws or regulations of any country to, from or over which the Aircraft may be flown.

### ARTICLE 7. CHARTER PRICE

Charterer shall pay to Carrier the Charter Price specified in paragraph 4 of the Agreement in the manner therein provided and shall be responsible for, and pay Carrier on demand, any additional costs

incurred. For purposes of this Article, time shall be of the essence of the Agreement and the non-payment of any due amount shall entitle Carrier to suspend or cancel the Flight Schedule (or any portion thereof) without warning or liability and without prejudice to Carrier's right to claim from Charterer any monies remaining unpaid.

### ARTICLE 8. CARRIER'S PROTECTION AGAINST INCREASED COST

The Charter Price is based on Carrier's costs, charges and expenses at the date hereof. In the event of any increase of such costs, charges and/or expenses of whatsoever nature and howsoever arising between the date hereof and the completion of the Flight Schedule, the Parties agree that Carrier shall be entitled to increase the Charter Price by a sum equal to any cost-increase incurred for completing the Flight Schedule. Any amounts payable by Charterer shall be paid by Charterer to Carrier's Bank Account no later than seven (7) days as of receipt of the corresponding notification.

### ARTICLE 9. NON PERFORMANCE OR DELAY

9.1 In the event of non-performance or delay caused by any circumstances whatsoever beyond the reasonable control of Carrier including, but not limited to, the actions of third parties, labour difficulties, Force Majeure (including but not limited to inclement weather) or technical breakdown or accident to the Aircraft or any part thereof or any machinery to be used in relation to the Aircraft, Carrier shall, subject to the terms of Article 3 hereof, use its reasonable endeavours to perform or continue the Flight Schedule but otherwise shall have no liability to Charterer or any passengers for such non-performance or delay.

9.2 Notwithstanding Article 9.1, Charterer shall be liable to pay Carrier such portion of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed, together with all passengers' expenses and any additional charges due by Charterer.

### ARTICLE 10. ADDITIONAL FLIGHTS

If Charterer requests the use of the Aircraft for any flight(s) other than as specified in the Flight Schedule, then, without prejudice to Carrier's absolute right to refuse such request, Charterer shall, on demand, pay to Carrier in respect of such flight(s), such sum(s) as Carrier shall notify to Charterer, together with all fees and charges incurred, arising from, or in connection with Carrier's performance of each additional flight including, without limitation, any landing fees, hangar fees, parking fees, navigation fees, ground service and handling fees, customs duties and fees, airport surcharges, accommodation, meals and refreshment charges for passengers and crew and all other costs associated thereto.

### ARTICLE 11. DIVERSIONS

If, for reasons of safety or security or other operational reasons not attributable to Charterer or any passengers, the Aircraft is diverted from any scheduled destination specified in the Flight Schedule, Carrier shall use its reasonable endeavours to procure, as soon as reasonably practicable after arrival at such alternate destination, that the Aircraft is flown to its scheduled destination. Carrier shall have no liability or responsibility to Charterer or any other party in case of delay to passengers, baggage or cargo so occasioned or in case Carrier deems that the remaining of the Flight Schedule cannot be performed. In all events, if Carrier elects to perform the remaining of the Flight Schedule, Charterer shall be liable to pay any additional costs and expenses that may be incurred for continuing the Flight Schedule.

### ARTICLE 12. TERMINATION BY EITHER PARTY

Subject to Article 13 and Article 14 hereof, either Party may terminate the Agreement, by giving written notice to the other Party:

12.1 at any time before the time specified for the commencement of the first journey set out in the Flight Schedule; or

**12.2** at any time if the other party commits any breach of the Agreement or commits an act of bankruptcy or becomes insolvent or enters into any arrangement or composition with its creditors or, being an individual, dies or, being a partnership, is dissolved or being a corporation, passes a resolution or has a petition presented for winding up (otherwise than for the purpose of merger or reconstruction only).

## **ARTICLE 13. TERMINATION BY CARRIER**

If the Agreement is terminated by Carrier:

**13.1** pursuant to Article 12.1 hereof, then Charterer shall not be liable to pay the Charter Price and Carrier shall repay to Charterer the Charter Price (or any portion thereof) after deduction of any charges incurred by Carrier (including but not limited to Crew positioning costs), but Carrier shall be under no further obligation or liability to Charterer by reason of such termination; or

**13.2** pursuant to Article 12.2 hereof, then Charterer shall be liable to pay the appropriate cancellation charges referred to in paragraph 9 of the Agreement together with such portion of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed, and any additional charges and expenses payable by Charterer pursuant thereto. In addition to the above, any termination by Carrier pursuant to this Article shall be without prejudice to Carrier's rights under the Agreement and, in particular, without prejudice to its rights under Article 18 hereof.

## **ARTICLE 14. TERMINATION BY CHARTERER**

If the Agreement is terminated by Charterer:

**14.1** pursuant to Article 12.1 hereof, then Charterer shall be liable to pay to Carrier the appropriate cancellation charges referred to in paragraph 9 of the Agreement; or

**14.2** pursuant to Article 12.2 hereof, then Charterer shall pay to Carrier only such portion of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed, together with any additional charges and expenses payable by Charterer pursuant thereto. Carrier shall be under no further obligation or liability to Charterer by reason of such termination.

## **ARTICLE 15. DOCUMENTS/INFORMATION AND DELIVERY BY CHARTERER**

When requested by Carrier, Charterer shall without delay give to Carrier all information and assistance required to complete any documents related to the carriage, as shall be requested by Carrier in its absolute discretion. Charterer represents and warrants that all passengers will hold all necessary passports, visas, health and other certificates necessary to secure transit through any intermediate points and entry into the country(ies) of destination of the flight(s). In the event that any immigration authorities refuse entry to any passenger(s) and Carrier is required to transport such passenger(s) to the point of origin of the flight or to any other point, then the cost of so doing shall be payable in full by Charterer to Carrier immediately upon demand. Where notices or information are delivered to Charterer or its agents by Carrier for distribution to passengers, Charterer warrants and undertakes to Carrier that it shall effect delivery of such notices or information to the passengers at a reasonable time prior to the commencement of the Flight Schedule and shall indemnify Carrier against all liabilities, costs and expenses which result from any failure by Carrier to effect such delivery.

## **ARTICLE 16. TRAFFIC LAWS AND REGULATIONS**

**16.1** The Aircraft shall be used only in compliance with the laws and regulations of the relevant authorities of Germany or any other country to, from or over which the Aircraft is flown. Carrier shall apply for and use its reasonable endeavours to procure the grant of any licences or permits required for the performance of the Flight Schedule. If charges beyond the customary rates are required for the performance of the Flight Schedule or any

part thereof, Carrier shall inform Charterer of such charges and Charterer shall be required to pay the same without delay.

**16.2** Charterer shall comply and shall cause all passengers to comply with the terms of this Agreement and with any traffic regulations, customs, police, public health and other laws and regulations which are applicable to this Agreement or to the performance of obligations thereunder.

## **ARTICLE 17. LIABILITY OF CARRIER**

**17.1** Where ImperialJet is the operator of a flight, its liability to the Charterer and to all passengers for death, personal injury, delay, loss of or damage or delay to baggage (including, without limitation, personal effects) occurring either on or during embarkation, disembarkation or inflight from any flight shown on the Confirmation will be governed in all respects by the Montreal Convention together with any regulation, directive or other legislation giving effect to or applying the provisions of the Montreal Convention.

**17.2** Where such a person, firm or company enters into the Agreement as agent of the Charterer, such entity shall be jointly and severally liable with the Charterer for the payment of the Charter Price pursuant to Article 8 and upon demand by Carrier.

## **ARTICLE 18. INDEMNITY**

Charterer shall indemnify (on a full indemnity basis) Carrier against all claims, costs and expenses (including legal fees and costs) in respect of any:

**18.1** liability of Carrier to third persons (including but not limited to passengers, consignors and consignees) for any loss or damage of whatsoever nature arising out of the negligence, wilful misconduct or any act or omission of Charterer, its servants or agents or any passenger carried by authority of Charterer; and

**18.2** loss or damage of whatsoever nature suffered by Carrier, its employees, servant or agents, or to any equipment (including the Aircraft) of Carrier, its employees, servants or agents arising out of the negligence, wilful misconduct or any act or omission of Charterer, its servants or agents or any passenger carried by authority of Charterer, whether in tort or constituting a breach of the Agreement.

## **ARTICLE 19. ASSIGNMENT**

Charterer shall not be entitled to assign the benefit of the Agreement or any part thereof to any other person without the prior written consent of Carrier.

## **ARTICLE 20. NOTICES**

Any notice required to be given hereunder shall be given by sending the same by email, facsimile, prepaid post or by hand delivery to the address of the addressee shown in the Agreement or to such other address as either Party may notify to the other for this purpose. If sent by facsimile, notice shall be deemed to have been given at the time of dispatch and if sent by post, notice shall be deemed to have been given on the day on which it is effectively received.

## **ARTICLE 21. AMENDMENTS AND WAIVER**

Any amendments to Agreement will only be enforceable binding if made in writing and signed by the Parties. Charterer cannot rely on any verbal undertaking or correspondence from, or given in the name of, Carrier which is different from, or additional to, the terms and conditions of the Agreement. The rights of either Party shall not be prejudiced or restricted by any indulgence or forbearance granted by it and no waiver of any breach shall operate as a waiver of any other or further breach.

## **ARTICLE 22. APPLICABLE LAW AND DISPUTE RESOLUTION**

The Agreement shall be construed in accordance with German law. Any dispute arising out of or in connection with the Agreement shall be finally settled by the courts at the District Court Munich (Landgericht München).

### **ImperialJet Europe GmbH**

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