

MJETS LIMITED

บริษัท เอ็มเจ็ท จำกัด

TERMS AND CONDITIONS

These Terms and Conditions are agreed to apply by and between the following parties, in respect of the matters set forth herein:

MJETS LIMITED, a private limited company organized and existing under the laws of Thailand, having its registered address at 18th Floor, Berli Jucker House, 99 Soi Rubia, Sukhumvit 42 Road, Prakanong, Klongtoey, Bangkok 10110, Thailand (the "**Company**"); and

The **CHARTERER** as specified on the charter flight quotation attached hereto (please see Quotation).

The Company and the Charterer are sometimes individually referred to herein as a "**Party**" and together as the "**Parties**".

WHEREAS:

1. The Company is the registered operator of an aircraft which it makes available for private transport hire (charter) (the "**Aircraft**"); and
2. The Charterer has requested the Company to charter the Aircraft, and the Company has agreed to charter the Aircraft to the Charterer, subject to and on the terms and conditions set forth herein.

IT IS AGREED as follows:

1. CHARTER SERVICE

Subject to the confirmation of the Company and terms and conditions of this Agreement, the Company hereby charters, and the Charterer hereby accepts to charter, the Aircraft, flight details including itinerary, date & time, aircraft type, number of passengers, and/or cargo as detailed in the charter flight quotation (the "**Charter Service**"). The charter flight quotation appears overleaf and forms an integral part of this Agreement. The passenger list will be provided by the Charterer (the "**Passengers**"), who confirms its accuracy and will notify the Company as soon as practicable of any change thereto. Subject to the provisions of Clauses 2.3 and 3.1, the itinerary shall not be changed unless both Parties otherwise agree.

2. CHARTER FEE AND PAYMENT

2.1 The total charter fee set out in the Schedule 1 (the "**Charter Fee**") shall be payable by the Charterer to the Company as follows:

- (a) A minimum of 25% of the Charter Fee must be paid within 72 hours of accepting the agreement. The balance of the Charter Fee can be paid up to 72 hours prior to the departure date.
- (b) If the booking of the Charter Service is made within 72 hours before the departure date, the Charter Fee will be payable in full at the time of booking.

The Charterer agrees that time is of the essence in the payment of all amounts due and payable to the Company. The booking is not guaranteed unless a minimum of 25% of the Charter fee is made payable within 72 hours of accepting the agreement. Should the Charterer fail to pay

the Charter Fee when due and payable, the Company reserves the right to reschedule the flight based on availability as determined by the Company or cancel the Charter Service and charge the cancellation fee at the rates specified in Clause 4.1. Total Charter fees are exclusive of all taxes, incidental charges, the cost of car or other transport to or from airports, as well as any exceptional charges, including but not limited to de-icing costs, war and terrorism insurance premiums and fuel surcharges, and other expenses which are required to be paid by the Charterer. Additional charges are payable in full to the Company within 7 days of invoicing to the Charterer.

2.2 The Parties acknowledge and agree that the Charter Service shall be operated pursuant to the flight route commonly used by the Company. However, such route may be changed from time to time due to laws, regulations of any jurisdictions which prohibit the Company from operating the flight with respect to such route including diversions due to safety reasons, adverse weather conditions, mechanical, technical, or operational reasons or other reasons beyond the Company's control. In this event, the Company reserves the right to determine other appropriate routes for the Charter Service and charge any applicable extra charter fee (the "**Rerouting Fee**") without prior consent of the Charterer. The Rerouting Fee will be reasonably calculated and notified to the Charterer after the completion of the Charter Service. The Charterer agrees to pay the Rerouting Fee within 7 days from the date it is invoiced for the same.

2.3 Unless otherwise specified, all payments made or to be made by the Charterer under this Agreement shall be paid in full without set-off or counter claim and, to the extent permitted by law, without deduction or withholding for or on account of any tax. In the event of the Charterer being required by law or regulation to make any deduction or withholding from any payment to the Company, then the Charterer shall as soon as practicable (but in any event within 30 days) thereafter forward to the Company copies of such official receipts or documentation with respect to such deduction or withholding and to the payment of the tax so deducted or withheld to the relevant taxation or other authorities.

3. SAFETY OF OPERATION

3.1 Without limitation, the Charterer acknowledges and agrees that the Company and its pilots shall be solely responsible for all decisions regarding safety determinations with respect to the commencement, operation and termination of the Charter Service, the operation, regulations and safety of the flight, passengers, baggage and cargo and other people and events associated with the Charter Service such as crew performance and catering.

3.2 The Charterer shall instruct and cause its passengers to act in a reasonable and professional manner while aboard the Aircraft and to comply with all directives and instructions of the pilots in command of the Aircraft. The Charterer shall be liable the Company for any and all damage caused by any of the passengers to the Aircraft. The Charterer will be responsible for the Passengers' conduct and possession on board or part of the cargo or luggage to ensure that the Passengers shall not engage in any act or possess any products or substance that is illegal or hazardous or could

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lead to the seizure or unsafe operation of the aircraft while the aircraft is under the Charter Service. No smoking shall be permitted on the Aircraft at any time.

3.3 The Charterer shall solely responsible for ensuring that the Passengers have in their possession all required travel documents for flight with respect to this Charter Service, including but not limited to passports and visas. The Charterer shall cause all of the Passengers to display their photographic identifications to the Company or its pilots in command of the Aircraft when being requested and to comply with any other applicable security requirements and procedures.

4. DANGEROUS GOODS (HAZARDOUS MATERIALS)

For safety reasons, dangerous goods must not be packed in checked or cabin (unchecked) baggage except as specifically permitted. Dangerous goods include but are not limited to: compressed gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidizing materials, poisons, infectious substances, and briefcases with installed alarm devices.

5. FLIGHT CANCELLATIONS

5.1 The Charterer may cancel the Charter Service at any time prior to the flight with respect to the Charter Service, subject to a cancellation fee as set forth below. If the Charterer cancels only a return flight, the Charterer shall be responsible for the full cost of the Charter Service under this Agreement.

Notice given before the departure date as specified in the Charter Flight Quotation	Cancellation Fee as a percentage of the total Charter Fee
Signed Quotation to 72 hrs.	25%
Within 72 hrs	50%
No Show	100%

5.2 The Company shall revise the quotation and/or refund to the Charterer any money received for the Charter Service that is cancelled by the Company for any reason other than a cancellation by the Charterer or a breach of this Agreement by the Charterer. Such refund shall be the Charterer's sole remedy in the event of such cancellation and the Charterer shall not claim for any consequential damages whether direct or indirect from the Company.

6. DAMAGES

6.1 The Company shall not be liable to the Charterer or any other person or entity for any injury to or death of any person or for any damage to or loss of any property unless such injury, death, damage or loss is the proven direct result of gross negligence or willful misconduct by the Company or any of its employees, provided, however that (i) under no circumstances shall the liability of the Company exceed the amount of insurance actually paid by the Company's insurer in connection with such incident and (ii) under no circumstances shall the Company be responsible for lost profits or any special or consequential damages.

6.2 If the trip with respect to the Charter Service involves an ultimate destination or stop in a country other than the

country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of the Company for death or personal injury and for loss of or damage to baggage.

7. SEVERABILITY

If any provision of this Agreement is deemed illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity and enforceability of any other part of this Agreement, which shall be construed as if such illegal, invalid or unenforceable provision had not been inserted in this Agreement, unless the severability of such illegal, invalid or unenforceable part would destroy the underlying business purpose of this Agreement in which case the Parties shall negotiate in good faith to substitute such illegal, invalid or unenforceable provision with a legal, valid and enforceable provision (or provisions) which implements the original intent of the Parties.

8. INDEMNITY

The Charterer shall indemnify the Company, its directors, employees, and associated companies from any liabilities, claims, penalties directly or indirectly related to the performance of this Charter Service including the management, control and operation of the aircraft unless proven to be due to gross negligence or willful misconduct of the Company in the performance of the Charter Service.

9. FORCE MAJEURE

The Company shall not be liable or responsible for delay, cancellation or failure to perform under this Agreement as a result of circumstances beyond the Company's reasonable control including but not limited to acts of god, war, terrorism, strikes, labor disputes, adverse weather conditions, slot delays, mechanical/electronic malfunction, closure or congestion at airports, government regulations/laws or other similar events ("*Force Majeure*"). The Charterer will not be able to claim any damages against the Company as the result of Force Majeure.

10. ENTIRE AGREEMENT

The Parties agree that this Agreement (together with the quotation) expresses all of the agreements, understandings and covenants between the Parties in respect of the Charter Service, and that it supersedes all prior or contemporaneous negotiations, understandings and agreements regarding the same, whether valid or binding on any Party, unless expressed in writing and executed with the same formality as this Agreement.

11. REGULATIONS

This Agreement is subject to all applicable rules, regulations, approvals and certifications in effect from time to time.

12. GOVERNING LAW

The construction, validity and performance of this Agreement shall be governed in all respects by the laws of Thailand, without regard to conflicts of laws.