

NAS Private Aviation LLC Aircraft Charter General Terms Agreement (GTA)

1. Charter:

1.1 NAS Private Aviation LLC (NASJET) shall charter or arrange with the Operating Partner(s) to charter, and Customer shall take on charter, the Aircraft subject to the terms and conditions of the Ad Hoc Charter Agreement entered into between NASJET and Customer, which Agreement incorporates the terms of this NAS Private Aviation LLC Aircraft Charter General Terms Agreement (GTA)

1.2 Terms used in this GTA and not otherwise defined herein shall have the meaning given to them in the applicable Ad Hoc Charter Agreement between NASJET and Customer.

1.3 All flights are operated by NASJET or arranged by NASJET and operated by one or more of NASJET's airline Operating Partner(s) holding an appropriate Air Operator's Certificate (AOC) issued by the competent Civil Aviation Authority and passing the quality audits required by NASJET. When applicable, the actual Operating Partner will be notified to Customer and copies of the Operating Partner's AOC, Aircraft registration, Aircraft Airworthiness and insurance certificates shall be provided upon request.

1.4 This Agreement and the General Terms and Conditions/Air Carrier's Conditions of Carriage of the Operating Partner shall apply. In the case of conflict with the Operating Partner's General Terms and Conditions the more restrictive terms shall prevail.

1.5 Where any Segment or entire Flight Schedule is operated by an Operating Partner, the applicable provisions of this Charter shall apply as if the affected flight is operated by NASJET, *mutatis mutandis*.

2. Flight Schedule, Customer Request and Substitute Aircraft:

2.1 NASJET's performance of any Flight Schedule or Segment thereof is subject to Aircraft and crew availability; slot coordination and availability; all relevant civil aviation and other authorizations being granted in a timely manner by the appropriate authorities; and Customer having complied with all its obligations hereunder.

2.2 Customer may at any time request that NASJET (a) amend or cancel one or more Segments of the Flight Schedule (but not all the Segments of the original Flight Schedule, in which event the Flight Schedule shall be deemed to have been cancelled in accordance with clause 3.3 below;) (b) change the type of Aircraft specified; (c) change the other services requested by Customer, or (d) request additional services, in respect of any Flight Schedule (each a **Customer Request**.)

2.3 NASJET may, in its sole discretion, perform or refuse to perform any Customer Request, save that in the event Customer submits a Customer Request concerning an amendment to the Aircraft type to that set out in paragraph 2 of the Ad Hoc Charter Agreement (a **Substitute Aircraft**), then NASJET will use its reasonable endeavors to source a Substitute Aircraft and notify Customer of the availability of the Substitute Aircraft and the schedule impact and amendment to the Charter Price.

2.4 (a) In the event that Customer submits a Customer Request prior to the scheduled departure of the first Segment of the Flight Schedule (as maybe amended from time to time) and NASJET elects not to perform (or is unable to perform) all or part of such Customer Request, then Customer may either request that such Customer Request be withdrawn and of no further effect or issue a Cancellation Notice pursuant to clause 3.3 below and terminate its obligation to take on charter the Aircraft from NASJET pursuant to clause 8.1.

(b) In the event that NASJET elects to perform all or part of a Customer Request, NASJET may (acting always in its sole discretion) amend the Charter Price to reflect the content of such Customer Request. Any such amendment to the Charter Price shall result in an adjustment to the Remaining Price. In the event that the Remaining Price has at such time been paid by Customer, then:

(i) any increase in the Charter Price arising as a result of the performance by NASJET of all or part of such Customer Request shall be payable by Customer to NASJET on NASJET's first written demand; or,
(ii) any decrease in the Charter Price arising as a result of the performance by NASJET of all or part of such Customer Request shall be refunded by NASJET to Customer at such time as NASJET shall be satisfied (x) that it has irrevocably received all amounts owed to it pursuant to the terms of this Charter; and (y) that Customer shall have no further actual or potential obligations (including, without limitation, for Delay Charges, Cancellation Charges or any other monies that are expressed to be payable by Customer to NASJET pursuant to the terms of the Charter) to it.

(c) In the event that Customer submits a Customer Request after the scheduled departure of the first Segment of the Flight Schedule (as may be amended pursuant to a Customer Request,) then:

(i) to the extent NASJET accommodates such request, the Charter Price shall only be amended by an upwards adjustment (if at all,) and NASJET shall not be obliged to refund to Customer any reduction in the Charter Price attributable to any such revised portion of the Flight Schedule; or,
(ii) to the extent NASJET does not accommodate such Customer Request and Customer does not revoke such Customer Request, that Customer Request shall be an effective Customer Termination Notice for the purposes of clause 8.1.

(d) Any amendment to the Charter Price pursuant to this clause 2.4 shall not result in an adjustment to the Deposit.

2.5 (a) In the event NASJET determines (acting in its sole discretion) at any time that any Aircraft which is the subject of the Ad Hoc Charter Agreement is not suitable, capable or otherwise available for undertaking or completing the Flight Schedule (as may be amended pursuant to a Customer Request,) or in the event that NASJET is of the opinion (acting in its sole discretion) that it is otherwise unable to perform or continue to perform its obligations hereunder for any reason whatsoever (where such a determination or an opinion is a **NASJET Decision**), NASJET shall promptly notify Customer that the relevant Flight Schedule or any Segment thereof cannot be provided by NASJET, whereupon NASJET and Customer shall promptly consult with each other with a view to amending the terms of, or terminating, the chartering of the Aircraft.

(b) In the event that Customer elects to terminate the chartering of the Aircraft following a NASJET Decision then, subject always to clause 2.5(c) below, NASJET shall promptly reimburse to Customer any portion of the Charter Price paid by Customer pursuant to paragraph 4 of the Ad Hoc Charter Agreement that relates to that cancelled portion of the Flight Schedule and no Cancellation Charges (as defined in clause 3.3 below) shall apply on such a Customer election to terminate the chartering of the Aircraft.

(c) NASJET shall only be obliged to reimburse to Customer any such portion of the Charter Price provided that:

- (i) Customer is not at such time in breach of any payment or other obligation under the Charter; and
- (ii) NASJET's Decision has not arisen due to the occurrence of a Force Majeure event.

For the purposes of this clause 2.5(c), "*Force Majeure*" shall include, without limitation, an act of God, Any Government or of the public enemy, loss or damage to any Aircraft in an accident or other calamity, seizure, hi-jacking or terrorism, quarantine restrictions, accident, incident, fire, fog, flood, earthquake, volcano, severe weather, riots or civil commotions, strikes, labor disputes or labor stoppage (whether resulting from disputes between NASJET and its employees or between other parties,) war or hazards or dangers incident to a state of war, or any other acts, matters or things whether or not of a similar nature, beyond the control of NASJET.

2.6 The Flight Schedule may contain one or more segments where the Aircraft is positioning from one point to another with no passengers onboard for the purpose of picking up Customer and/or Customer's passengers at the next scheduled departure point. These segments, commonly known in the industry as 'empty legs,' or 'empty sectors,' are the sole property of NASJET. It is understood and agreed that NASJET's business model and the prevailing prices NASJET charges its customers depend on NASJET receiving further revenue from such empty sectors. NASJET may at its absolute discretion sell transportation services on these segments without any compensation due to Customer. It is further understood and agreed that Customer may not sub-sell or offer to sell transportation services on any segment operated by NASJET for Customer under this Agreement.

3. **Delay, cancellation and travel disruption:**

3.1 All passengers on an Aircraft chartered by Customer (a **Passenger**) and baggage must be ready for embarking and loading sixty (60) minutes prior to the scheduled departure time of each Segment. Failure by Customer to ensure that all passengers and baggage are ready for embarking and loading as described above may (at NASJET's sole discretion) result in delay to, or cancellation of, such Segment and/or other subsequent Segments of any Flight Schedule, or the entirety of any Flight Schedule.

3.2 In the event NASJET elects to delay (and not cancel) any Segment or Flight Schedule pursuant to clause 3.1 and until such time as Customer issues a Cancellation Notice (as defined in clause 3.3 below,) Customer shall pay delay charges (**Delay Charges**) calculated by reference to the period of delay (the **Delay Period** or **DP**) as follows:

Delay Period	Delay Charges
DP up to 1 hour	No Charge
DP more than 1 hour	The total delay time between the scheduled and actual departure time shall be added to the affected Segment block time and charged to Customer at the applicable rate for the Aircraft

3.3 In the event Customer notifies NASJET that Customer wishes to cancel the Flight Schedule (a **Cancellation Notice**), cancellation charges shall apply (a **Cancellation Charge**.) The amount of Cancellation Charge is dependent upon the amount of notice given by Customer to NASJET with respect to such cancellation prior to the scheduled departure of the first Segment of the Flight Schedule (**Cancellation Notice Period** or **CNP**), as set out in the table below:

Cancellation Notice Period	Cancellation Charges
CNP more than 72 Hours	10% of the Charter Price plus any actual amounts expensed or committed in preparation for the confirmed Flight Schedule
72 Hours ≥ CNP > 48 Hours	35% of the Charter Price
48 hours ≥ CNP > 24 hours	70% of the Charter Price
24 hours or less	90% of the Charter Price

Any written notice requesting the cancellation of one or more (but not all) Segments of the original Flight Schedule shall not constitute a Cancellation Notice pursuant to this clause 3.3, but a Customer Request pursuant to clause 2.2 above. A Cancellation Notice issued prior to the scheduled departure of the first Segment of the Flight Schedule (as may be amended pursuant to a Customer Request) shall also be a Customer Termination Notice of the purposes of clause 8.1.

Failure by Customer to pay the Remaining Price when due shall entitle NASJET to deem a Cancellation Notice to have been issued by Customer at such time.

3.4 In the event NASJET elects to cancel the Flight Schedule pursuant to clause 3.1 (including following any Delay Period during which Delay Charges have become payable by Customer,) Customer shall pay to NASJET:

- (a) the Cancellation Charges as set out in clause 3.3 above as though a Cancellation Notice had been issued by Customer 24 hours or less prior to the scheduled departure of the first segment of the Flight Schedule; plus
- (b) any additional charges that NASJET may have incurred pursuant to clause 5.2 of this Agreement, in each case relating to the cancelled Flight Schedule.

3.5 If, for any reason not attributable to Customer or any Passenger, the relevant Aircraft is diverted from any scheduled Segment destination specified in the Flight Schedule (a ***Diversion***,) NASJET shall (following consultation with Customer but otherwise acting in its sole discretion) use its reasonable endeavors to fly the passengers to either (a) a subsequent scheduled Segment destination; (b) the Flight Schedule destination; (c) the first Segment departure location; or (c) the habitual base of the Aircraft. Any and all costs and expenses arising as a result of the Diversion shall, to the extent exceeding any unutilized portion of the Charter Price remaining following the Diversion or the completion of the Flight Schedule (as amended by the Diversion,) be payable on first written demand by Customer to NASJET. NASJET shall not be obliged to reimburse to Customer any unutilized portion of the Charter Price that may arise as a result of such Diversion or as a result of the completion of the Flight Schedule (as amended by such Diversion.)

4. **Passenger documentation, baggage and conduct:**

4.1 Customer shall procure and ensure that and agrees to be solely and fully liable for that:

- (a) each Passenger holds all necessary passports, visas, health and other documentation as may apply with respect to such passenger at the point of departure and/or arrival in any relevant jurisdiction; and,
- (b) each Passenger complies with all applicable laws and regulations as may apply to any baggage and/or cargo belonging to such Passenger during any Segment of any Flight Schedule, and at the point of departure and/or arrival in any relevant jurisdiction.
- (c) each Passenger complies with all applicable laws and regulations as may apply to the lawful conduct of among other things export controls and declaration laws and restrictions and currency and precious metals control and declaration laws and restrictions.

4.2 The contents, amount, size and weight of each Passenger's baggage shall be as determined by NASJET acting in its sole discretion. Firearms and live animals may only be carried with NASJET's prior written consent which may be given or withheld in NASJET's sole discretion. All items listed within the *IATA Dangerous Goods Regulations* or substitute or equivalent regulations or company policy that may be applicable to any Flight Schedule (copies of which are available from NASJET upon request) may not be carried onboard any flight. NASJET reserves the right to inspect and open any item of luggage or cargo and to further refuse to carry any baggage or cargo, in each case acting in its sole discretion.

4.3 Customer shall procure and ensure that each Passenger observes and comply at all times with the directions of the captain and any crewmember of the relevant Aircraft, including but not limited to whilst in-flight and with respect to any determination concerning baggage made pursuant to clause 4.2 above. Customer shall further procure and ensure that each Passenger shall provide to NASJET such information and assistance as NASJET may in its sole discretion deem necessary for the purposes of NASJET's completing relevant documentation pertaining to any Flight Schedule on which any Passenger may travel. Failure by Customer to comply with this clause 4.3 shall entitle (but not oblige) NASJET at any

time to deem Customer to have served NASJET at such time with a Cancellation Notice (whereupon the provisions of clause 3.3 above shall apply.)

5. Charter Price:

5.1 The Charter Price includes:

- (a) Aircraft maintenance costs; fuel (at the Base Fuel Price;) and crew allowances, meals, accommodation and ground transportation costs;
- (b) all air navigation and aircraft related airport charges, licenses and permits;
- (c) airport airside baggage handling and airport airside ground passenger transportation; and
- (d) Standard in-flight catering. Sample menus can be provided to Customer on request. Customer is to notify NASJET of menu choice at least forty-eight (48) hours prior to the scheduled departure time for the Flight Schedule or each Segment thereof;
- (e) any Customer specific requests expressly included in the Charter Price as listed in paragraph 3.1 of the Agreement; and
- (f) customary hull and third party liability and baggage insurance.

5.2 The Charter Price excludes anything not expressly listed in clause 5.1 above, including (without limitation) costs and expenses relating to:

- (a) customs duties, taxes, passenger departure and arrival charges, non-objection fees;
- (b) airport baggage handling and airport ground passenger transportation;
- (c) additional ground passenger handling;
- (d) special in-flight catering requirements beyond standard menus (to be charged at cost plus fifteen per cent (15%) handling fee;)
- (e) any additional fuel surcharge as calculated pursuant to clause 5.3 below;
- (f) amounts due following the issuance of a Customer Request pursuant to clause 2.2 above;
- (g) War Risk Insurance and any other additional insurance premium required for any destination;
- (h) special airport handling, VIP terminals, VIP parking, additional aircraft, crew and passenger security;
- (i) busy airport slot surcharges, if applicable;
- (j) de-icing, inclement weather sheltering or repositioning and special operations;
- (k) any other special requirements requested by Customer.

Save where otherwise specified, all of the above costs and expenses shall be charged by NASJET to Customer at cost. Additional services requested by Customer cannot be guaranteed, but NASJET will endeavor to provide the best possible solution to any Customer Request. NASJET shall be entitled to invoice Customer for such costs and expenses from when any liability is incurred by NASJET in connection therewith.

5.3 The Charter Price includes a fuel surcharge amount for each Segment of the Flight Schedule (the ***Estimated Fuel Surcharge Amount.***) In the event that the Estimated Fuel Surcharge Portion is insufficient to meet the actual cost of the fuel uplift for each Segment (the ***Actual Fuel Surcharge***

Amount,) then Customer shall pay to NASJET on first written demand (which demand shall set out a reasonably detailed calculation of the amount claimed and which, in the absence of manifest error, shall be conclusive as to the amount claimed) the difference between the Actual Fuel Surcharge Amount and the Estimated Fuel Surcharge Amount.

5.4 Customer hereby agrees that its obligation to pay any sums pursuant to the terms of the Charter are absolute and unconditional irrespective of any contingency whatsoever (including, without limitation, any right of set-off, counterclaim defense or other right which either Party may have against the other.)

6. **Limitation of Liability:**

6.1 NASJET does not undertake any carriage as a common carrier or accept the obligations of a common carrier.

6.2 Customer hereby acknowledges and agrees that NASJET does not accept any liability (including, without limitation, in respect of consequential loss and/or loss of profit of any kind whatsoever:)

- (a) for death to, or injury or delay of, or a failure to carry, Customer or any Passenger; or,
- (b) for loss of, damage to, or delay of, any baggage or cargo; or,
- (c) for unavailability of Aircraft, diversion of Aircraft or the failure by NASJET to otherwise provide the charter services contemplated by this Charter; or,

(d) arising as a consequence of decisions of the captain pursuant to clause 4.3 above, in each case howsoever arising, and whether occasioned by NASJET, its employees, servants or agents, any such liability being hereby excluded to the maximum extent permissible under applicable law.

6.3 Carriage shall be subject to the rules and limitation relating to liability and to all other provisions established by the Warsaw Convention or by the Warsaw Convention as amended from time to time and/or by any other treaty or convention applicable to such carriage insofar as such carriage is “*international carriage*” as defined therein. Carriage which is not so governed shall be subject to all applicable laws which extend provisions of the Warsaw Convention to such carriage or which otherwise limit NASJET’s liability.

6.4 This Charter shall constitute a ticket for the provision of flight travel services as between Customer and NASJET, and Customer hereby agrees that its receipt thereof is in its capacity as agent for and on behalf of itself and each Passenger. Customer hereby further undertakes to notify each Passenger of the terms of this Charter and in particular to notify to each Passenger the terms of clause 6.5 below.

6.5 **NOTICE:**

IF THE PASSENGERS JOURNEY 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 CARRIERS FOR DEATH AND PERSONAL INJURY AND IN RESPECT OF LOSS OR DAMAGE TO

BAGGAGE. SEE ALSO APPENDIX 1 HERETO HEADED “ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY”.

7. Indemnity:

Customer agrees at all times to indemnify and hold harmless NASJET, its shareholders, directors, officers, employees and duly authorized agents against all costs, expenses, payments, charges, losses, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions relating to, or arising directly or indirectly in any manner or for any cause or reason whatsoever out of, the negligence, willful misconduct, or any act or omission of, Customer or any Passenger (including, without limitation, the failure by Customer to comply with, or procure and ensure that a Passenger complies with, any of its obligations under this Charter.)

8. Termination:

8.1 (a) Customer may at any time terminate its obligation to take on charter the Aircraft from NASJET pursuant to the terms of the Charter by serving written notice of such intention on NASJET (a **Customer Termination Notice**.) A Customer Termination Notice delivered after the scheduled departure of the first Segment of the Flight Schedule shall be treated as a Customer Request to cancel all remaining Segments of a Flight Schedule and in accordance with clause 2.4(c) above. A Customer Termination Notice delivered prior to the scheduled departure of the first Segment of the Flight Schedule shall also be a Cancellation Notice for the purposes of clause 3.3 above.

(b) Any Customer Termination Notice is without prejudice to the obligation of Customer to pay to NASJET any Cancellation Charges (if applicable,) Delay Charges (if applicable) or any other amounts (including, without limitation, amounts due pursuant to clauses 2.4 and 5.2) owing by Customer to NASJET pursuant to the terms of the Charter (**Customer Termination Amounts**.)

(c) Without prejudice to clause 8.3, upon receipt by NASJET of all outstanding Customer Termination Amounts pursuant to clause 8.1(b) above, NASJET shall (**PROVIDED ALWAYS**, save where clause 2.5 applies, that the relevant Customer Termination Notice is effective prior to the scheduled departure of the first Segment of the Flight Schedule) return to Customer the Deposit and/or the Remaining Price to the extent actually received by NASJET.

8.2 (a) NASJET may at any time cancel its obligation to charter the Aircraft to Customer pursuant to the terms of the Charter by serving written notice of such intention on Customer (an **NASJET Cancellation Notice**.)

(b) Any such NASJET Cancellation Notice is without prejudice to the obligation of Customer to pay to NASJET any Customer Termination Amounts due and outstanding at such time.

(c) Without prejudice to clause 8.3 and subject always to clause 5.2(c), upon receipt by NASJET of all Customer Termination Amounts pursuant to clause 8.2(b) above, NASJET shall return to Customer the Deposit and/or the Remaining Price to the extent actually received by NASJET (save that where an NASJET Cancellation Notice is received by Customer after commencement of the first Segment of the Flight Schedule, NASJET shall only be obliged to return that portion of the Charter Price that relates to any subsequent and uncompleted Segments of the Flight Schedule.)

8.3 NASJET shall be permitted to set-off any monies payable by Customer pursuant to this clause 8 against the Deposit and/or Remaining Price.

9. **Notices:**

The address and contact details for NASJET and Customer with respect to any communication to be made under the Charter are those identified in the outset of the Ad Hoc Charter Agreement, or such other address/number/email as either Party may notify the other in writing. Any communication delivered by one Party to the other will be effective (a) if sent by way of fax, upon successful transmission; (b) if sent by letter, by the end of the third business day following the date of the post stamp; or (c) if sent by email, immediately, provided however that a notice sent after normal business hours shall be effective as of the start of the next business day.

10. **Miscellaneous:**

10.1 If at any time any provision of the Charter becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions shall not be affected or impaired in any way.

10.2 The failure by a Party to enforce any provision of this Agreement shall not be construed as a waiver thereof. The express waiver given by a Party in relation to any provision of this Agreement shall not constitute a waiver of any future obligation to comply with such provision.

10.3 This Charter may be executed in any number of counterparts and all those counterparts taken together shall be deemed to constitute one and the same instrument.

10.4 Customer shall not assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under this Agreement.

10.5 The Charter shall be governed by and interpreted in accordance with English Law. NASJET and Customer irrevocably agree that the Courts of London, UK, shall have exclusive jurisdiction to settle any dispute hereunder.

Appendix 1

ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of certain carriers, parties to such special contracts, for death of or personal injury to passengers is limited in most cases to proven damages not to exceed US \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US \$10,000 or US \$20,000.

The names of carriers, parties to such special contracts, are available at all offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult NASJET or your insurance company representative.

Note: The limit of liability of US \$75,000 above is inclusive of legal fees and costs except that in case of a claim brought in a state where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs.