

CHARTER AGREEMENT

DEFINITIONS

Parties: The two parties entering into this agreement are referred to as "Charterer" and "Charter Company."

Charterer: The individual or entity requesting the charter service.

Charter Company: The service provider known as "Prime Jet."

GENERAL

This charter quote may not be aircraft specific unless otherwise specified; should the need arise to change aircraft, your cost may vary accordingly. The Charterer shall be informed of any such change prior to flight and the amount of additional cost or savings, if any. This quote is subject to aircraft and crew availability at the time of booking and is valid for 14 days. On international travel, this quote is subject to foreign traffic rights and foreign permitting timelines at time of booking. Due to the dynamic costs of fuel, Charter Company reserves the right to re assess fuel surcharges on quotes booked more than 14 days in advance at time of flight. Charterer will be informed prior to trip commencement. Upon acceptance of terms and conditions listed herein, this document becomes a legal and binding contract between the two parties.

DOCUMENTATION

Valid government issued photo ID's are required prior to every flight. Additionally, official travel documents (passports, visas, etc.) are the responsibility of each passenger. Incorrect passport and/or visa details can result in domestic and/or foreign customs fines. These fines will be passed along to the Charterer in case of incorrect transmittal to the Charter Company. In the case of minors traveling internationally without both parents a notarized minor consent form must be completed prior to boarding. Prime Jet does not carry unaccompanied minors under 18 years of age.

ITINERARY CHANGES and TRANSMITTAL OF CHANGES

Itinerary changes are permitted, but subject to aircraft and crew availability and subject to price adjustment. Aircraft and /or crew will not be on standby during layovers unless specifically agreed to in writing at time of signing contract. Notification of changes must be in writing by email to clientservices@primejet.com.

RESPONSIBILITY

Prime Jet shall not be liable for any injury, damage, loss, expense, indirect, special or consequential damages, or other irregularity caused by the defect of any vehicle or conveyance, or the negligence of any company or person engaged in conveying the passenger or carrying out the arrangements for your trip or by accident, delay, flight schedule, foreign law, change, cancellation, sickness, weather, strikes, war, quarantine, or any similar cause. Our liability shall in any case be limited to the amount paid to us, and any claim shall be adjudicated in and governed by the laws of Colorado.

PASSENGER CODE OF CONDUCT

Prime Jet and all its crew pledge to give the best service in the industry. It is the Pilot in Command's responsibility during each flight to ensure compliance to federal regulations and company operational requirements with the goal of ensuring the safety of all crew and passenger on board. Crew will always conduct themselves with courtesy and respect, however it is a federal violation of law under 49 U.S. Code § 46504 to interfere with a crew member or fail to follow required instructions. All passengers must follow instructions of the crew at all times and have a mutual respect back for flight crew members who are acting to protect the law and passenger safety at all times. Failure to do so could result in termination of the flight, notification to local law enforcement, and in such cases no refunds will be given regardless of circumstances.

PARTIAL COMPLETION OF FLIGHTS

Prime Jet is not liable for expenses incurred for replacement transportation in the case of mechanicals. If a flight does not reach its destination due to weather or aircraft malfunction, charges apply to any destination reached and return flight of the aircraft and crew (with or without passengers) to a reasonable maintenance base. In the case of mechanicals, Prime Jet may at its option provide substitute transportation which may be charged as an additional fee to charterer and at the approval of the charterer only.

OPERATIONAL

Aircraft are operated under FAA Part 135 Air Carrier Certificate #DBGA034L, contracted aircraft are operated under their

respective FAA Part 135 Air Carrier Certificate, in which case Charterer shall hold harmless and shall indemnify Prime Jet against any and all losses. Prime Jet is a certificated direct air carrier. If the flight quoted is not performed by Prime Jet, then Prime Jet will disclose the name of the direct air carrier performing the flight and in operational control on the Customer's itinerary or quote as soon as such information becomes reasonably available. Nothing contained in any trip quotation or the act of performing any quoted activities will in any way create any association, partnership, agency, or joint venture relationship between the Customer and Prime Jet, or be construed to evidence the intention of the parties to constitute such. Prime Jet does not serve in any capacity as an agent for Customer, any operator of a brokered aircraft, or any passenger on the flights provided pursuant to this quote. Trip quotations are estimates calculated using flight plan routes, distances, winds, and weather and cannot reflect unforeseen delays, deviations or other exigent circumstances (which Customer and Prime Jet agree include, but are not limited to, international handling, weather events, and air traffic control delays and/or routings). Any additional charges due to such exigent circumstances, which are the responsibility of the Customer, will be disclosed and billed to Charterer within a reasonable time after they become known to Prime Jet. Customer acknowledges and agrees that additional charges due to exigent circumstances may not be known at the time of the quote or the start of air transportation and that upon the request of Customer, Prime Jet will disclose such additional fees within a reasonable time after they become known to Prime Jet, which will not alleviate Customer's responsibility to pay for such fees.

CHARTER BROKERAGE

If Customer is serving as an air charter broker in relation to the charter quote, once the quotation is signed by Customer and accepted by Prime Jet, Customer shall be responsible for the payment of all amounts included in the quote or referred to in these Charter Terms and Conditions in full, subject to the applicable cancellation policy, regardless of whether Customer receives payment from another for the services or not. Prime Jet shall not be responsible for Customer's failure to comply with 14CFR Part 295 and Customer shall fully indemnify Prime Jet for any such failure.

SECURITY

Full name and date of birth is required in advance for all traveling passengers. All passengers are subject to mandatory TSA No Fly List comparison, photo ID inspection by the Pilot In Command and subject to luggage search. The Transportation Security Administration of the U.S. Department of Homeland Security requires us to collect information from you for purposes of Watch List screening, under the authority of 49 U.S.C. section 114, and the Intelligence Reform and Terrorism Prevention Act of 2004. Providing this information is voluntary; however, if it is not provided, you may be subject to additional screening or denied transport or authorization to enter a sterile area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA Privacy policies, or to view the system of records notice and the privacy impact assessment, please see TSA's Web site at www.tsa.gov.

HAZARDOUS GOOD

Hazardous goods cannot be carried without special processing. Please visit <https://www.faa.gov/hazmat/packsafe> to determine what are considered hazardous goods. You must advise us if you want to transport hazardous goods and we'll determine if they can be accepted.

TAXES

Quote includes all applicable US taxes. Please note that if Charterer choose to collect and remit applicable US FET Tax (7.5%) and segment fees (Effective Jan. 1, 2024 \$5.00 domestic, \$11.10 Hawaii/Alaska and \$22.10 International Dep/Arr Tax), Charterer must provide Prime Jet with a copy of last two IRS form 720 Filings with signatures of the responsible officer. Charterer will then be approved as net of tax Charterer going forward for the current year. Also note that any applicable fees from Animal and Plant Health Inspection Service (APHIS), Immigration Inspection User Fee (IUF) and Customs Inspection Fee (CUF) have been included in your quote and will always be collected and remitted by Prime Jet. As of Jan 1, 2024 those fees are CUF- \$6.52/pax, IUF - \$7.00/pax, APHIS - \$3.83/pax and \$225 per aircraft.

PAYMENTS

Quoted pricing is based on payment by wire, cash or check prior to departure. Full payment is due 7 days prior to any aircraft positioning or live flown legs unless other financial terms have been agreed upon by both parties. Charters booked under the time frame will be handled on a case-by-case basis. Prime Jet requires a copy of credit card and drivers license to secure aircraft.

Card holder will be notified of any authorizations or charges in advance. A pro-forma invoice can be issued upon request, however final invoices are not issued until after trip completion.

CANCELLATION

Non-Refundable One-Way Charters:

Upon signing, one-way charters are non-refundable. If the trip is cancelled by the Charterer, a 100% Cancellation Fee of the quoted amount will apply.

Cancellation Policy for Round Trip Peak Dates:

- Upon signing and more than 14 days prior to departure: 10% of the quoted amount (or out-of-pocket costs if higher).
- 7-14 days prior to departure: 25% of the quoted amount (or out-of-pocket costs if higher).
- 3-6 days prior to departure: 50% of the quoted amount (or out-of-pocket costs if higher).
- Fewer than 72 hours prior to departure or "no show": 100% of the quoted amount (or out-of-pocket costs if higher).

Cancellation Policy for Round Trip Non-Peak Dates:

- 121-168 hours prior to trip start: 10% of the quoted amount (or out-of-pocket costs if higher).
- 73-120 hours prior to trip start: 20% of the quoted amount (or out-of-pocket costs if higher).
- 25-72 hours prior to trip start: 50% of the quoted amount.
- 24 hours prior to trip start or "no show": 100% of the quoted amount.

Peak Dates for Prime Jet in 2025:

- Jan 17 - Jan 21: Martin Luther King, Jr. Day
- Feb 06 - Feb 10: Super Bowl LIX, New Orleans, LA
- Feb 14 - Feb 18: President's Day
- Feb 22 - Apr 21: Spring Break
- Apr 4-Apr 9: NCAA Final Four, San Antonio, TX
- Apr 8 - Apr 15: Masters, Augusta, GA
- May 2 - May 6: Kentucky Derby, Louisville, KY
- May 2 - May 6: Formula 1, Miami
- May 22 - May 27: Memorial Day
- May 22 - May 26: Indy 500, Indianapolis, IN
- Jun 30- July 5: Independence Day
- Aug 29 - Sep 2: Labor Day
- Oct 16 - Oct 22: Formula 1, Austin
- Nov 18 - Nov 24: Formula 1, Las Vegas
- Nov 21 - Dec 1: Thanksgiving
- Dec 11 - Jan 5: Christmas & New Year's

Cancellation by Charter Company:

No cancellation fee will be assessed if the cancellation is initiated by the Charter Company.

Initials: _____

IMPORTANT POLICIES TO REVIEW

Pets/Animal Travel:

- Advance Notification and Approval Required: Charterer must Provide all details about traveling pets/animals, including number, type, health, and behavior issues to Prime Jet in advance.
- Documentation and Restrictions: Service animals require prior documentation. Specific rules apply for travel to Hawaii and internationally.
- Transportation Requirements: Animals must travel in a carrier or crate, or at least be restrained with a leash and muzzle, unless pre-approved exceptions are granted.
- Owner Liability: Owners are responsible for any damages, injuries, or delays caused by their pets. Misrepresenting an animal's behavior or condition leading to additional safety measures and delays incurs additional charges.
- Additional Costs: Fees for cleaning may apply if animals cause damage or messes.
- Authority and Enforcement: The crew has final authority on animal boarding and may enforce additional safety measures.

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Catering:

- Included Services: Complimentary full bar, drinks, and snacks are included on all flights.
- Post-Billed Catering Costs: Costs are billed post-flight at the actual expense plus a 10% domestic and 30% international administrative fee.

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Sliding Departure and Late Passenger Policies:

- Sliding Departure Option: Customers may purchase a sliding departure for \$350 per hour GIVSP/G450 and \$450 per hour GV/G550 and must be noted on the charter contract.
- Late Passengers: Should passengers arrive 30 minutes beyond the scheduled departure or the end of a pre-reserved sliding departure window, it is at Prime Jet's discretion to accommodate late arrivals. Limitations may apply due to crew rest requirements, scheduling, or other operational constraints. The Charterer will be billed \$350 per hour GIVSP/G450 or \$450 per hour GV/G550 on the final invoice.
- Cancellation Due to Late Arrival: Without prior written approval for an extended wait time, late arrivals will be treated as a cancellation with a 100% penalty per the cancellation policy.

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Other Post Flight Billable Items:

- Our quotes attempt to include all possible trip costs; however, unforeseen items may be billed post-flight.
- Examples Include: Passenger Ground Transportation, De-Icing/Hangar Fees, International VIP Terminal Fees, Communication Services (e.g., Flight Phone, \$8/MB Satellite WiFi for international flights), Excessive Luggage Shipping, Airport Overtime, Cleaning/Damage Fees, Customer Specified FBO or handler, Special Event Fees.
- Communication and Billing: Prime Jet will promptly inform the Charterer about any unexpected expenses. Prime Jet accounting department will send a final invoice after the completion of this trip, questions can be directed to ar@primejet.com.

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