

#### Terms and Conditions:

The parties to this agreement are the "Client" and "Privaira". Client refers to the individual, company or broker requesting the air charter services contemplated hereunder. Privaira refers to Sky One Holdings, LLC, a Delaware corporation and other parties responsible for providing the air charter services described herein and in the quote attached hereto the "Quote".

#### Prices, Payment & Cancellation:

All quotes are subject to the availability of aircraft and other factors and are valid for 72 hours. A Quote provided by Privaira to a Client becomes binding after Client has returned the signed Quote to Privaira and provided a secure form of pre-payment through a credit card authorization or wire-transfer. Upon delivery of the signed Quote and secure form of payment from the Client, Privaira will confirm the trip in writing at which time the trip is considered "booked" and cancellation charges will apply per the terms and conditions contained herein.

The price set forth in the Quote is valid only for the itinerary listed in the Quote. Any deviation in the itinerary requires the prior approval of Privaira. In addition to Client requested changes, Privaira in its sole discretion may change an itinerary before or during any chartered flight for safety reasons or for additional fuel stops due to weather, payload or other factors. Client acknowledges that any change in itinerary will affect the amount payable by Client and that Client is responsible for payment of additional charges arising from a change in itinerary.

All flights must be paid prior to the scheduled departure time set forth in the Quote. The price quoted includes flight charges, landing fees, overnight charges, standard provisioning (including beverages and snacks), and estimated fees and taxes. Extra charges for catering, ground transportation, flight phone usage, Internet, hangar, de-icing and other services will be separately invoiced or charged to Clients credit card after trip completion. All extra charges, other than de-icing and hangar fees, will be subject to a 15% handling fee. Extraordinary wear-and-tear, cleaning and/or damage to the aircraft caused by Client or any accompanying passenger(s) and/or pets shall be the responsibility of the Client.

International fees, if applicable, are estimates only and may be higher than the amount set forth in the Quote. International fees will be charged to the Client at the higher of the estimated amount or actual cost and may be invoiced to the Client or charged to the Clients authorized credit card up to 120 days after completion of the trip.

Client agrees to provide a complete passenger manifest for each flight segment with flight times at least 72 hours before scheduled departure, and understands that each passenger must present a valid government-issued photo identification to board the aircraft. If the trip is booked within 72 hours of the scheduled departure time, then the passenger manifest and flight times are required to be provided at the time of booking. Client shall indemnify, defend and hold harmless Privaira for any liability associated with personal identification and/or security information which Client or any passenger furnishes to Privaira. Client agrees that Privaira will not be liable to Client for any departure delays arising from or relating to errors or omissions in the passenger manifest or passenger identification. Privaira reserves the right to delay or accelerate the requested departure time by up to 2 hours for all flight segments booked on days designated by Privaira below as "Peak Period Days".

#### Late Passenger and Security Policy:

If Client or its passenger(s) fail to arrive within 60 minutes of the scheduled departure time contained in the Itinerary, or the flight is delayed due to a security concern caused by Client or its passenger(s), a 100% cancellation penalty will apply.

#### Cancellation Policy:

A client's request to cancel a flight must be submitted in writing via fax and or email.

- a. One-Way flight cancellation: A one-way flight reservation will result in a cancellation fee in the amount of 100% of the total quoted amount at the time of booking.
  - b. Peak Period Day cancellation: A flight reservation scheduled on a Peak Period Day will result in a cancellation fee in the amount of 100% of the total quoted amount at the time of booking.
  - c. Non-Peak Day & Round-Trip flight cancellation: On Non-Peak Days, a domestic or international flight may be cancelled more than 96 hours before the scheduled departure time without cancellation charge.
- Turbo-Prop/Light/Mid Jet Fleet: Domestic flights on Non-Peak Days that are cancelled within 96 to 72 hours of the scheduled departure time will be subject to a cancellation charge equal to 2 hours of flight time plus any trip-related costs and re-position fees. Domestic flights on Non-Peak days that are cancelled within 72 hours of the scheduled departure time will be subject to a cancellation fee equal to 100% of the total quoted amount.
- Heavy Jet Fleet: Domestic flights on Non-Peak Days that are cancelled within 96 hours to 48 hours of the scheduled departure time will be subject to a charge equal to 2 hours of flight time plus any trip-related costs and re-position fees. Domestic flights on Non-Peak Days that are cancelled within 48 hours of the scheduled departure time will be subject to a cancellation fee equal to 100% of the total quoted amount.
- International flights on Non-Peak Days that are cancelled within 96 hours of the scheduled departure time will be subject to a cancellation fee equal to 100% of the total amount quoted. International fees incurred in preparation for any trip shall be charged regardless of when the trip is cancelled.

Peak Period Days for 2018 are as follows:

January 1, 2, 12, 15. February 15, 16, 19, 20. March 8, 9, 11, 15, 16, 18, 25, 29, 30. April 1, 2, 3. May 24, 25, 28, 29. June 30. July 1, 4, 9. October 5, 6, 8. November 21, 22, 25, 26, 27. December 22, 23, 24, 25, 26, 27, 31. All other dates are considered "Non-Peak Days"

#### Operations:

All flights will be operated by a certified Direct Air Carrier licensed by the Federal Aviation Administration with authority from the United States Department of Transportation. Flights will be operated in accordance with FAR Part 135 and/or FAA Part 121 and the Direct Air Carrier will have operational control at all times.

#### Baggage/Passenger:

Privaira may, but is not obligated to, examine all baggage and cargo on board. No article will be permitted on board the aircraft, either as baggage, cargo or otherwise, which in Privaira's sole opinion would endanger the safety of the flight, crew or passengers or would not be suitable for transportation on the aircraft. Please use the following link to access the prohibited items list provided by the TSA, <https://www.tsa.gov/travel/security-screening/prohibited-items>.

Privaira (or its designee) has exclusive control and authority over matters pertaining to the operation and safety of the flight, including but not limited to matters pertaining to the aircraft, crew, equipment and operational standards and controls applied by Privaira (or its designee) such as the weight, size, type and value of baggage or property to be accommodated. Privaira (or its designee), in its sole discretion, at any time, may remove any passengers or property who or which might involve hazard or risk to passengers, crew, other persons or property or who or which Privaira (or its designee), in its sole discretion, otherwise deems unsuitable for transportation.

#### Hazmat:

Privaira does not transport any items classified as Hazardous Materials (HAZMAT) by the U.S. Department of Transportation, and such items are not permitted on board any aircraft operated by Privaira. Please direct any questions to your Charter Sales Representative or flight crew.

#### Broker Policy:

Applicable only if booking is made by a person or entity other than the actual user of the air transportation to be provided under this Agreement; such actual user is referred to herein as Client and such other person or entity is referred to herein as Broker. Broker warrants to Privaira that Client has appointed Broker as Client's duly-authorized agent to contract for on-demand air transportation to be utilized by Client, that Broker is authorized to enter into this Agreement on behalf of Client, that Client is legally bound by and accepts the terms and conditions of this Agreement and that Broker has delivered a copy of such terms and conditions to Client. Broker further warrants to Privaira that Broker is responsible for the collection and remittance of federal excise tax. Broker shall be responsible for all amounts payable pursuant to this Agreement and for any failure by its Client to comply with these terms and conditions.



Limitation of Liability:

- a. Except as specifically set forth in this Agreement, Privaira does not make, give, or extend any warranties or representations of any kind or nature, express or implied, arising by law, in contract or in tort, or otherwise concerning (i) the transactions contemplated by this Agreement, (ii) the aircraft contemplated by this Agreement, including their condition, their fitness for a particular purpose, their airworthiness, their design, their operation, and/or (iii) any other obligation or liability on the part of Privaira to anyone of any nature whatsoever by reason of the use of the aircraft and services delivered or rendered hereunder.
- b. Neither Privaira nor any of its respective affiliates, nor any operator or designee of Privaira shall be liable to the Client, any other passengers on a trip or any other persons for any indirect, special or consequential damages and/or punitive damages of any kind or nature, under any circumstances or for any reason including but not limited to damages arising from any delay or caused by the performance or non-performance of any services covered by this Agreement.
- c. The parties hereby acknowledge and agree that the Limitation of Liability clause has been expressly agreed to for the benefit of Privaira, any aircraft operator and any affiliate of Privaira or such operator and each of them as if each were parties to this Agreement.
- d. Client agrees that the proceeds of aircraft bodily injury and property damage insurance to which it may be entitled is accepted as Client's sole recourse against Privaira, any affiliate, agent or designee of Privaira and any operator in the event of any loss or damage to Client or any other passengers on a trip except to the extent that such injury or damage is caused by the gross negligence or willful misconduct of Privaira.

Partial Completion of Flight: Privaira 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, charges apply to any destination reached and return flight of the aircraft, re-positioning of aircraft, and crew (with or without passengers) to home base. In the case of mechanicals, during winter operations, any de-icing or storage of the aircraft necessary to conduct the flight will also be the financial responsibility of the Client. Privaira may in its discretion suggest a substitute option, which shall be charged as an additional fee to the Client. In such cases, Privaira original charges apply only on the portions of flight completed.

Law/Jurisdiction/Venue/Prevailing Party Fees:

This Agreement is governed by the Laws of Florida. Client agrees that any disputes arising under or relating to this Agreement shall be decided by a court of competent jurisdiction in Broward County, Florida and Client further agrees to submit itself to the jurisdiction of said court. The prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to recover attorneys' fees and costs.

Customer Initials: X \_\_\_\_\_

