

PRIVAJET General Terms & Conditions

The following Aircraft Charter General Terms and Conditions (hereinafter the "GTC") are part of the Flight Quotation issued to a PRIVAJET Customer (hereinafter the "Customer") and signed by Customer.

The proposal made to the Customer in the Flight Quotation is subject to: Aircraft availability, Crew availability, Owner's approval, Traffic rights and any other conditions precedent duly communicated by PRIVAJET to the Customer with the Flight Quotation (the "Conditions precedent").

By signing the Flight Quotation, the Customer accepts that as soon as the Flight Information is issued by PRIVAJET, thereby confirming the satisfaction of all conditions precedent, the Contract (as this term is defined below) is entered into between the Customer and PRIVAJET.

1 – Purpose

The Flight Quotation, the Flight Information and these GTC shall constitute together a contract of carriage between the Customer and PRIVAJET (the "Contract") for the transportation of passengers and/or cargo on the routing mentioned in the Flight Information. Changes to the Contract are valid only when confirmed in writing by PRIVAJET and the Contract shall prevail over any and all other terms and conditions of the Customer. Consequently, all clauses and/or conditions appearing on letters, emails, faxes and/or any other documents issued by the Customer before or after entry into force of the Contract shall not be binding on PRIVAJET.

2 – Aircraft specific

The flights covered by the Contract are aircraft specific and are therefore subject to aircraft availability. PRIVAJET reserves the right at any time to provide the Customer with another similar aircraft at the same cost should the booked aircraft mentioned in the Contract be unavailable for any reason whatsoever. If no alternative aircraft can

be found or if the alternative solution provided by PRIVAJET is rejected by the client, PRIVAJET further reserves the right to cancel any or all of the flights, and neither party shall have any claim or liability against the other in respect of such canceled flight(s) other than the obligation for PRIVAJET to return to Customer an amount equal to the amounts previously paid by Customer in respect of the relevant flight(s), no interest accrued.

3 – Inclusive of price

Unless otherwise mentioned, the price of the Contract includes: (i) aircraft costs including crew, fuel and maintenance, (ii) air navigation and airport charges (except surcharges), (iii) crew allowances, (iv) crew meals, accommodation and ground transportation, (v) in-flight VIP catering, and (vi) passenger and cargo insurances and taxes. The price remains however subject to industry and fuel price fluctuations, and PRIVAJET reserves the right to adjust its pricing accordingly.

4 – Exclusive of price

Unless otherwise mentioned, the price of the Contract excludes: (i) surcharges related to insurance, (ii) de-icing and anti-icing of aircraft, (iii) special catering request such as (but not limited to) caviar and special wines or spirits, (iv) special cargo requests, (v) satellite phone (voice / data) and on-board internet / data usage, (vi) war risk insurance premiums, (vii) ground transportation, (viii) credit card surcharges, and (ix) any other extra charge due to weather conditions or flight delays or diverted landings determined by Air Traffic Control or other relevant authorities. The cost of the above items will be invoiced separately at cost and immediately reimbursed to PRIVAJET by the Customer.

Unless stated otherwise, the flights covered in the Contract are planned with a minimum crew set of two pilots and two cabin crew on board. The duty time is restricted by applicable Flight Time Limitations (FTL) regulations. Should there be any circumstances or changes in the flight schedule or routing, which exceed the maximum crew duty time, augmented flight crew will be needed and invoiced separately. In any case, changes are always subject to PRIVAJET's flight Operations approval and availability of additional crew.

5 – En-route changes or delays

PRIVAJET reserves the right at any time to cancel, postpone or redirect the flight or provide the Customer with another similar aircraft at the same cost in the event that the flight cannot be performed with the booked aircraft mentioned in the Contract due to reasons beyond its control, including but not limited to: war, warlike events, infringements of a country's neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades, lockouts, quarantine, hijacking, terrorist actions, requisition, confiscation, expropriation, seizure, weather conditions, technical reasons, detention or similar measures, accidents with aircraft, or other force majeure event of any nature, or when the safety of the passengers or of the crew can reasonably be assessed to be in danger, at the discretion of the Commander or of PRIVAJET's personnel. PRIVAJET shall not be held liable or be found to be in default for any such cancellation, postponement, redirection or provision of alternative aircraft resulting from the above-mentioned circumstances. In the event that the above happens before the first leg of the routing stated in the Contract started and PRIVAJET exercises its above right to cancel the flight, PRIVAJET shall credit the Customer with an amount corresponding to the flight in question minus all expenses already incurred. In the event that the above happens en-route, any cost arising from such changes or delays will be invoiced separately at cost and shall become payable by the Customer, excluding the cost of repairing the aircraft, but including the cost of arranging an alternative aircraft.

6 – Passenger and cargo entry documents

It is the Passengers responsibility for ensuring that they have the necessary valid travel documents for entering their destination. PRIVAJET takes absolutely no responsibility with regard to compliance with the regulations governing passengers' entry. PRIVAJET reserves the right to refuse the transportation of any passenger or cargo who / which does not comply with the applicable regulations. PRIVAJET shall in no way be liable for loss or expense due to failure on the part of passengers to comply with the mentioned requirements. Should there be any costs due to the lack of required entry documents of passengers or cargo, the Customer shall compensate PRIVAJET for any such costs.

7 – Passenger Baggage

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Passenger baggage weight and size is limited for flight safety reasons and varies in between aircraft types. Items determined by the Crew to be of excessive weight and/or size will not be permitted on the aircraft.

8 – Currency

The price of the Contract is stated in the currency as indicated on the Charter Flight Quotation, and payments shall be made in the same currency, unless otherwise stated in writing by PRIVAJET.

9 – Payment

PRIVAJET shall be under no obligation to perform flights(s) before payment by the Customer of the full price. The Customer shall make payment of the full price and payment shall have been received and cleared by PRIVAJET in full at least 48 hours prior to departure of the first flight covered by the Contract or positioning flight by bank transfer to the following bank account:

PRIVAJET Ltd, ING Luxembourg
IBAN EUR: LU65 0141 2414 4870 0000
IBAN USD: LU60 0141 0414 4870 3010
SWIFT: CELLLLULL

10 – Cancellation fees

If the Contract is canceled or if the schedule is modified by the Customer or its Passengers in such extent that PRIVAJET is not able to guarantee availability to perform the new requested flight(s) and if the Customer or its Passengers subsequently cancels the Contract, a cancellation fee (expressed below as a percentage of the total price of the Contract) will be paid by the Customer, or retained by PRIVAJET from the amount already paid by the Customer, as the case may be, as follows:

- more than 21 days prior to departure of the first flight: 10% of the total flight amount
- from 20 to 6 days prior to the departure of the first sector: 30%
- from 5 to 3 days prior to the departure of the first sector: 50%
- from 48 to 24 hours prior to the departure of the first sector: 75%
- less than 24 hours prior to the departure of the first sector: 100%

If a positioning flight to the point of departure is necessary, then the above cancellation fee periods will be considered from the time of cancellation to the date of departure of such positioning flight.

11 – Brokerage

Should PRIVAJET fly by order of a third party (brokerage), the Broker and the final Customer shall be jointly and severally liable to PRIVAJET for the fulfillment of all payments. PRIVAJET offers to Brokers are net prices and do not include any commission.

12 – Prohibited or Dangerous goods

Dangerous goods must be declared as per dangerous goods regulations. Goods must be packaged and marked correctly according to the appropriate authorities. Copies of the relevant regulations are available from PRIVAJET upon request. Passengers are not permitted to carry any of the items and materials listed on the "IATA Dangerous Goods Regulations".

13 – Variance

Should any terms of the Contract be at variance with any Charter, Aircraft operations management, Air transport, Operations service or Charter Agency agreement already concluded and signed between the Customer and/or Customer's passengers and PRIVAJET, the terms of such agreements shall prevail over these GTC.

14 – Indemnification

The Customer shall indemnify PRIVAJET against any claim, liability, loss or damage arising out of the flight, except if caused by PRIVAJET's own negligence or willful misconduct.

15 – Severability

If any one or more clauses of these GTC shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.

16 – Counterparts

The Contract may be executed in multiple counterparts, each of which shall constitute an original and each of which may bear the signature(s) of one or both of the parties hereto, but all of which together shall constitute a single instrument. The parties agree that a counterpart of the Contract bearing a photocopy,, electronic, PDF or facsimile copy of a party's signature shall be as

fully admissible as a counterpart bearing such party's original signature in proving such party's execution of the Contract.

17 – Applicable law

The Contract shall be governed by and construed in accordance with the laws of Malta. Any and all disputes arising from or in connection with the Contract, including its formation and validity, shall be subject to the exclusive jurisdiction of the courts of Malta.

ACCEPTANCE:

DATE & SIGNATURE