

**365 AVIATION LIMITED**

**Standard Terms and Conditions for the Charter of Aircraft**

1. These Terms and Conditions apply to the provision of aircraft on Charter by 365 Aviation Limited (“365 Aviation”) to the exclusion of all other terms, conditions, warranties and representations save as expressly provided herein.

2. Any aircraft provided by 365 Aviation under the Charter Agreement shall be provided for the sole use of the Customer and the Customer shall not sell or otherwise make available for valuable consideration any part of the flight accommodation so provided.

3. The Customer shall make prompt payment of all monies due under the Charter Agreement. Time for payment shall be of the essence. In the event that the Customer fails to make payment when due, 365 Aviation shall be entitled to treat such failure as constituting the cancellation of the relevant Charter and shall be entitled to payment in accordance with clause 13 below.

4. 365 Aviation shall not be liable for any loss or damage whatsoever suffered by the Customer resulting from any delay, diversion or cancellation of any flight by the Operator.

5. To the extent of any increase after the date of the Charter Agreement in the Operator’s costs resulting from any increase in security costs, aviation insurance premiums, fuel, airport passenger duty or like costs relating to any part of the Charter that the Operator is entitled to pass on to 365

Aviation, 365 Aviation shall be entitled to increase the Charter Price.

6. The Customer shall promptly provide 365 Aviation on request with such information in relation to passengers as may be required for the purpose of complying with all applicable regulatory requirements.

7. The Customer shall be responsible for ensuring that each passenger is in possession of all necessary passports, visas, health certificates and other similar documents and for ensuring that passengers observe and comply with all laws, rules and regulations in relation to their travel. The Customer shall be responsible for all immigration and customs charges in respect of passengers.

8. The Customer shall ensure that all passengers and their baggage arrive at the check-in or departure point not later than the time specified. In the event of any passenger or baggage not being at the check-in or departure point at the required time, the Operator shall not be obliged to delay departure. In the event that the Operator agrees to delay departure or deviate from the planned route at the request of the Customer, the Customer shall be liable for all increased costs and charges thereby incurred.

9. The Operator, in its absolute discretion, may refuse to carry any passenger or baggage, decide what load may be carried and its distribution, and make all other decisions regarding the operation of the Aircraft.

10. All liabilities in relation to the carriage by air of passengers and their luggage shall be governed by the terms and conditions of the Operator, a copy of which is available on request.

11. 365 Aviation is not an air carrier and its liability to the Customer shall be limited in any event to the Charter Price.

12. The Customer shall indemnify 365 Aviation against any liability that 365 Aviation might incur as a result of any breach of contract by the Customer or any act or omission of any passenger in the course of the carriage provided under the Charter Agreement.

13. In the event of cancellation of the Charter or any part of it, 365 Aviation shall be entitled to receive, as liquidated damages not a penalty, the following:

I) 20% of the Charter Price if cancellation is received more than seven (7) days before departure;

II) 50% of the Charter Price if cancellation occurs less than 7 days but more than 48 hours before departure; III) 75% of the Charter Price if cancellation occurs less than 48 hours before departure;

IV) 100% of the total Charter Price if cancellation occurs less than 24 hours prior to departure or if part of the Charter has been completed.

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.

\*ALL DISCOUNTERED ONE WAY AND EMPTY LEG FLIGHTS ARE SUBJECT TO UP TO 100% CANCELLATION CHARGES FROM SIGNED CONTRACT\*

14. 365 Aviation shall be entitled to substitute, on prior notice, any other operator or any equivalent aircraft at its reasonable discretion.

15. No person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Charter Agreement.

16. If any part of the Charter Agreement (including these Terms and Conditions) is considered by any Court or other competent authority to be unenforceable it shall be considered severable so as not in any way to affect the remainder of the terms.

17. The rights of 365 Aviation shall not be prejudiced or restricted by any indulgence or forbearance extended to the Customer or by any delay in exercising or failure to exercise any right.

18. The terms set out in the Charter Agreement shall supersede any previous agreement or communication between the parties hereto in relation to the

Charter.

19. The Charter Agreement shall be governed by and construed in accordance with English Law.

20. Late payments will attract interest of 2% per month or part thereof, compounded monthly.