

**PRIVAJET  
GENERAL TERMS AND CONDITIONS  
FOR AIRCRAFT CHARTER**

**0. Definitions**

|                   |   |
|-------------------|---|
| "Agreement"       | means the Charter Agreement signed by the Client with PRIVAJET or PRIVAJET's Agent including, the Schedule and any appendices or attachments thereto. |
| "Aircraft"        | means any aircraft for the time being operated in connection with any Flight.   |
| "Base Date"       | means the date of charter operation.  |
| "the Carrier"     | means the operator of the Aircraft as specified in the Charter Agreement.   |
| "Charter Price"   | means the amount set out in the Charter Agreement.  |
| "Client"          | means the charter broker or end-user entity who signs the Charter Agreement with PRIVAJET or PRIVAJET's Agent.  |
| "Flight Schedule" | means a flight or a series of flights described in the Charter Agreement.   |

**1. Provision of the Aircraft**

- 1.1.** PRIVAJET shall provide the Aircraft for the Client's use, adequately equipped, insured, manned, and fuelled. The crew, who shall be under PRIVAJET control, shall, except as otherwise provided in these General Terms and Conditions and/or the Charter Agreement, fly the Aircraft on the Charter Agreement's Flight Schedule and any additional flights as contemplated in clause 2.3 below. PRIVAJET's employees, service providers or agents shall follow PRIVAJET's instructions only.

**2. Flight Schedule and Meeting Point**

- 2.1.** PRIVAJET's performance of the Flight Schedule (or any part thereof) is subject to the Aircraft and crew availability, slot coordination and valid authorization being granted in a timely manner by the appropriate public and government authorities (including, but not limited to, applicable civil aviation authorities and airport authorities).
- 2.2.** The Flight Schedule mentioned in the Charter Agreement has been prepared to take account of relevant statutory and other official flight time limitation requirements. PRIVAJET reserves the right to charge additional costs if, for reasons beyond PRIVAJET's control, it is necessary to provide additional crew or position replacement crew to continue the Flight Schedule (or any part thereof), and PRIVAJET will have no liability or responsibility to the Client, End-User or any other party, including Charter Broker(s), for any delay to passengers, baggage or cargo so occasioned.
- 2.3.** If the Client requests the use of the Aircraft for any flight(s) and/or services other than as specified in the Flight Schedule set forth in the Charter Agreement, without prejudice to PRIVAJET's absolute right to refuse such request, if PRIVAJET agrees to perform any such flight(s) and/or services, the Client shall, on demand, pay to PRIVAJET in respect of such flight(s) and/or services, such sum(s) as PRIVAJET shall notify to the Client as the amount for such additional flight(s) and/or services, together with all fees and charges incurred, arising from, out of, or in connection with PRIVAJET's performance of each additional flight and/or service including, without prejudice to the generality of the foregoing, landing fees, hangarage fees, parking fees, navigation fees, ground service and handling fees, customs duties and fees, fuel and fuel surcharge, airport surcharges, High Risk Premiums, accommodation, meals and refreshment charges for passengers and crew and all other associated costs and expenses thereby incurred. In case of deviations in the Flight Schedule from that specified in the Charter Agreement, the Client shall pay the revised charges per the changed flights, if applicable.
- 2.4.** The Client acknowledges and agrees that all passengers and baggage must be ready for embarking and loading thirty (30) minutes prior to the scheduled Departure Time of each flight of the Flight Schedule. For cargo flights, the freight must be adequately conditioned and ready for loading sufficiently in advance to complete the entire loading process without affecting the flight's scheduled Departure Time. The Client further agrees that a failure to

ensure that all passengers, baggage and cargo are ready for airport security checks, scanning, embarking and loading as described above may result in a delay to, or even cancellation of, such flight and to this end the Client releases PRIVAJET from any and all liability, damage, penalty, loss, judgment, cost or expense which is incidental thereto, which the Client may suffer as a result of such delay or cancellation and, in the case of cancellation, agrees to pay PRIVAJET the cancellation fee as defined in clause 8.

- 2.5.** The Client acknowledges and agrees that any modification in the Flight Schedule set forth in the Charter Agreement is subject to the prior review and validation from PRIVAJET. For operational or planning reasons, the Client acknowledges and agrees that PRIVAJET might not be in a position to accept a modification of the agreed Flight Schedule or might be obliged to charge additional costs incurred by such modification(s) (including but not limited to extra crew hire and/or positioning, aircraft demurrage, airport fees, crew hotel accommodation cancellation fees, catering, etc.).
- 2.6.** The Client acknowledges and agrees that the Aircraft might not be available in the case of non-prior approved modifications in the Flight Schedule set forth in the Charter Agreement. For operational or planning reasons, the Client acknowledges and agrees that PRIVAJET Aircraft might depart before the passengers boarding or cargo loading in case of passenger or cargo delay. In such circumstances, the total Charter Price remains due to PRIVAJET, and additional costs incurred by such modification might be charged.
- 2.7.** The Client acknowledges and agrees that Diplomatic Flights require diplomatic over-flight, landing, handling and parking permissions. Those permissions are to be obtained directly by the Client through diplomatic channels. The Client further agrees that a failure to ensure that all such permissions are granted on time and compliant with PRIVAJET operational requirements may result in a delay to, or even cancellation of, such flight and to this end, the Client releases PRIVAJET from any and all liability, damage, penalty, loss, judgment, cost or expense which is incidental thereto, which may be suffered by the Client as a result of such delay or cancellation and, in the case of cancellation, agrees to pay PRIVAJET a cancellation fee as per the Charter Agreement.

### **3. PRIVAJET discretion**

- 3.1.** Save as provided in clause 7 below, if the Aircraft shall for any reason whatsoever (whether before or after commencement of the Flight Schedule) become unavailable or incapable of undertaking or continuing such Flight Schedule (or any part thereof), PRIVAJET may, at its own discretion, substitute an aircraft of the same or another type as the Aircraft and the provisions of these General Terms and Conditions and the Charter Agreement shall apply mutatis mutandis to the substituted aircraft and such substitute aircraft shall be the "Aircraft" for the purposes of these General Terms and Conditions and the Charter Agreement. If PRIVAJET does not elect to substitute another aircraft, it shall notify the Client as soon as possible, and PRIVAJET shall be relieved of its obligations to provide the Aircraft for the Flight Schedule (or any part thereof), which can no longer be undertaken by reason of the unavailability or incapacity of the Aircraft and PRIVAJET shall be under any no liability to the Client other than to refund the Client such part of the Charter Price which relates to the cancelled Flight Schedule (or any part thereof). All costs and expenses incurred by PRIVAJET in providing or procuring a substitute aircraft will be borne solely by the Client and will be invoiced to the Client in accordance with these General Terms and Conditions.
- 3.2.** The captain of the Aircraft (the "Captain") shall have absolute discretion to decide what load, including the number of passengers, may safely be carried in the Aircraft on any particular flight and how such load shall be distributed, whether how and when a flight may be safely undertaken and when, how and where the Aircraft shall be landed. All such decisions of the Captain shall be final and binding on the Client and PRIVAJET. PRIVAJET shall not be liable to the Client for any loss, damage, costs or claims of whatsoever nature and howsoever arising as a result of any such decision by the Captain.
- 3.3.** The amount and weight of accompanied baggage shall be at PRIVAJET's discretion having regard to the operational limitation of the Aircraft.
  - 3.3.1.** The following or like articles, namely, live animals, firearms or ammunition, may only be carried with PRIVAJET's written consent which consent may be withheld at PRIVAJET's absolute discretion. If PRIVAJET consents to the carriage of any firearms and/or ammunition, the Client shall deliver such firearms and/or ammunition to PRIVAJET in a lockable metal container which will be kept under the control of PRIVAJET for the duration of the relevant flight of the Flight Schedule. The key to the container shall be retained by the Client.
  - 3.3.2.** The following or like articles, namely, explosives, combustible materials, and other such hazardous cargo,

including (without limitation) those listed on the current edition of the IATA Dangerous Goods Regulation or such other re-enactment of that Regulation, shall not be carried on board any flights. PRIVAJET may inspect and examine any baggage or cargo belonging to any passenger, whether accompanied or not. Furthermore, and without prejudice to the foregoing, PRIVAJET may refuse to carry any baggage considered by the captain or by any other responsible employee, service provider or agent of PRIVAJET, to be unsuitable for carriage by air whether by its nature or any applicable laws or regulations of the state of registration of the Aircraft, or of any country to, from or over which the Aircraft may be flown.

- 3.3.3.** The passengers must not carry or include in their checked or cabin baggage, under any circumstance, any article or substance which, as presented for transport, is liable to explode, dangerously react, produce a flame or dangerous evolution of heat or dangerous emission of toxic, corrosive or flammable gases or vapours under conditions normally encountered in transport.

The following items are prohibited:

- items which are prohibited by any applicable national or international law, regulation or order from being carried on any aircraft;
- firearms and weapons of any type, including but not limited to replicas or toys, knives, blades, or sharp items of any kind;
- items which are likely to endanger the aircraft or persons or property on board the aircraft, or items that may become or are dangerous, such as those items specified in the International Civil Aviation Organization (ICAO) current Technical Instructions for the Safe Transport of Dangerous Goods by Air, or the International Air Transport Association (IATA) current Dangerous Goods Regulations (further information is available from PRIVAJET upon request), including the following items:
  - Wheelchairs with spillable (unsealed batteries) (also known as wet cell batteries).
  - Compressed gases – deeply refrigerated, flammable, non-flammable and poisonous such as butane, oxygen, liquid nitrogen, aqualung cylinders, camping gas cylinders and tear gas.
  - Corrosives such as acids, alkalis, mercury and wet cell batteries.
  - Small lithium battery powered personal transportation devices, including Hover boards as per ICAO EB-2016/01.
  - Explosives, munitions, fireworks, flares, toy gun caps and ammunition.
  - Flammable liquids and solids such as lighter fuel, matches, paints, thinners, fire-lighters, petrol and articles which are easily ignitable: substances liable to spontaneously combust and substances which on contact with water emit flammable gases.
  - Radioactive materials.
  - Briefcases and attaché cases with installed alarm devices, including pyrotechnic material or devices using lithium batteries.
  - Oxidizing materials such as bleaching powder and peroxides.
  - Poisons and infectious substances such as insecticides, weed-killers and live virus materials.
  - Disabling devices such as mace, pepper spray or containing an irritant or incapacitating substance are prohibited on the person in Checked or Cabin Baggage.

The Client must inform each passenger of such provisions and seek written approval from PRIVAJET if any passenger(s) wishes to carry any sporting weapons and/or ammunition.

- 3.4.** If, for reasons of safety or other operational reasons not being the fault of PRIVAJET or attributable to the Client or any passengers, the Aircraft is diverted from any scheduled destination set forth in the Flight Schedule specified in the Charter Agreement, PRIVAJET shall use its reasonable endeavours to procure that, as soon as reasonably practicable after arrival at such alternate destination, the Aircraft is flown to its scheduled destination. PRIVAJET shall have no liability or responsibility to the Client or any other party for any delay to passengers, baggage or cargo so occasioned. The Client will pay the additional costs and expenses incurred by PRIVAJET as a result of the diversion and/or the flight to the scheduled destination.

#### **4. Charter Price**

- 4.1.** Unless stated otherwise in the Charter Agreement, the Charter Price includes standard catering charges, the costs incurred in the operation of the Aircraft, the costs of crew, fuel (excluding any fuel surcharge), oil, lubricants, maintenance, insurance (excluding High-Risk Premiums), landing and navigation fees, airport charges and similar operational expenses.

- 4.2.** Unless stated otherwise in the Charter Agreement, the Charter Price does not include any fuel surcharge, de-icing or anti-icing fluids, High Risks Premiums, onboard communication costs (voice or data usage), royalties, non-objection fees, customs duties, taxes, levies or charges assessed or imposed by any applicable authority upon the execution or performance of the Charter Agreement or the carriage, embarkation or disembarkation of passengers or ground transportation of passengers and their baggage, loading and unloading of cargo for which the Client shall be responsible or any other amounts for which the Client is responsible hereunder, all of which shall be paid by the Client in accordance with these General Terms and Conditions and the Charter Agreement.
- 4.3.** The Client will pay to PRIVAJET the Charter Price specified in the Charter Agreement and shall be responsible for, and will promptly pay PRIVAJET on demand, any other additional costs, charges and expenses payable hereunder. For purposes of the Client's payment obligations hereunder, time shall be of the essence and non-payment of any due amount shall entitle PRIVAJET to suspend or cancel the Flight Schedule (or any part thereof) without warning or liability and without prejudice to PRIVAJET's right to claim from the Client any and all monies due and payable to PRIVAJET. In cases where payment for any part of sums due from the Client to PRIVAJET is made by a third party, such third party shall be deemed as the Client's authorized agent and the payment treated as made on behalf of the Client.
- 4.4.** The Charter Price is based on PRIVAJET's costs, charges and expenses at the date hereof. In the event of any increase of such costs, charges and expenses of whatsoever nature and howsoever arising between the date hereof and the completion of the Flight Schedule, PRIVAJET shall be entitled to increase the Charter Price by a sum equal to any extra amount incurred or to be incurred, in completing the Flight Schedule as a result of any such increase in any such costs, charges or expenses. Without limiting the generality of the foregoing, the Charter Price assumes a base fuel price on the date of the Charter Agreement as published by IATA (International Air Transport Association) Fuel Monitor, available on IATA's website [www.iata.org](http://www.iata.org). If the actual fuel price on the day of the flight(s) mentioned in the Flight Schedule exceeds the base fuel price taken as a reference by more than twenty per cent (20%), a fuel surcharge will apply and will be invoiced by PRIVAJET to the Client. Any amounts payable by the Client pursuant to these General Terms and Conditions and/or the Charter Agreement shall be notified to the Client as soon as reasonably practicable and shall be paid by the Client in accordance with these General Terms and Conditions.

## **5. Catering**

Catering will be provided by PRIVAJET in accordance with the Client's requirements as notified by the Client to PRIVAJET at least forty-eight (48) hours prior to the scheduled Departure Time of each flight of the Flight Schedule. On business jets, catering will be of a VIP standard as set forth in a sample menu according to the cabin space (provided upon demand) by PRIVAJET to the Client. The charges for such catering shall be included in the Charter Price provided. However, any items requested by the Client and not appearing on the sample menu will be provided at cost plus a standard handling fee of five per cent (5%).

## **6. Payment Terms and Conditions**

- 6.1.** Without prejudice to clause 6.2 below, the Client shall pay PRIVAJET twenty-five per cent (25%) of the Charter Price upon signing the Charter Agreement and the remaining seventy-five per cent (75%) of the Charter Price shall be paid to PRIVAJET no later than seventy-two (72) hours prior to the scheduled Departure Time of the first flight of the Flight Schedule.
- 6.2.** It is a condition precedent to PRIVAJET's performance of the Flight Schedule that one hundred per cent (100%) of the Charter Price shall have been paid by the Client and received by PRIVAJET in cleared funds, net of any and all bank charges and other deductions no later than seventy-two (72) hours prior to the scheduled Departure Time of the first flight in the Flight Schedule.
- 6.3.** All invoiced amounts payable to PRIVAJET pursuant to these General Terms and Conditions and the Charter Agreement shall be made in full, cleared funds, to PRIVAJET's bank account.
- 6.4.** PRIVAJET reserves the right not to undertake part or the totality of the Flight Schedule if the Charter Price is not paid in full prior to the date of scheduled Departure Time of the first flight of such Flight Schedule.

**7. Non-performance or delay**

- 7.1.** In the event of non-performance or delay caused by any circumstances whatsoever beyond the reasonable control of PRIVAJET including, but not limited to, acts of terrorism, acts of third parties, labour difficulties, force majeure (including but not limited to inclement weather), fait du prince, epidemics, technical breakdown, accident to the Aircraft (or any part thereof), or any machinery to be used in relation to the Aircraft, PRIVAJET shall use its reasonable endeavours to perform or continue the Flight Schedule but otherwise shall have no liability to the Client, its directors, officers, employees, service providers or agents or any passengers for such non-performance or delay.
- 7.2.** Notwithstanding clause 7.1 above, the Client shall be liable to pay PRIVAJET such part of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed together with all passenger expenses and any additional charges payable by the Client pursuant under these General Terms and Conditions and the Charter Agreement.

**8. Cancellation**

If the Client wishes to cancel any flight or series of flights described in the Charter Agreement, the following rates will be paid forthwith by the Client to PRIVAJET or PRIVAJET's Agent as agreed compensation:

- 20% of the total Charter Price if cancelled after contract signature;
- 50% of the total Charter Price if cancelled less than 48 hours prior to the first flight of the Flight Schedule;
- 100% of the total Charter Price if cancelled within 12 hours of the first flight of the Flight Schedule or at any time during the Flight Schedule.

**9. Laws and Traffic Regulations**

- 9.1.** The Aircraft shall be used only in compliance with the laws and regulations of the relevant authorities of the state of registration of the Aircraft, or any other country to, from or over which the Aircraft is flown. PRIVAJET shall, at its own expense, apply for and use its reasonable endeavours to procure the grant of all licenses or permits required by the laws of the state of registration of the Aircraft, and of any other country to, from or over which the Aircraft is to be flown for the performance of the Flight Schedule.
- 9.2.** PRIVAJET shall supply and complete such documents relating to the carriage undertaken pursuant to these General Terms and Conditions and the Charter Agreement as PRIVAJET, in its absolute discretion, considers necessary and, when requested by PRIVAJET, the Client shall give to PRIVAJET in good time, all information and assistance required to complete such documents.
- 9.3.** The Client will deliver a passenger manifest, including passport details of each passenger, to PRIVAJET at least six (6) hours prior to the scheduled Departure Time of each flight of the Flight Schedule. The Client will promptly notify PRIVAJET of any change to the passenger manifest prior to the departure of each flight. The Client represents and warrants to PRIVAJET that, at the time of commencement of each flight of the Flight Schedule, all passengers will hold all necessary passports, visas, health and other certificates necessary to secure transit through any intermediate points and entry into the country of destination of such flight and shall not be listed in any international ban. In the event that any immigration authorities refuse entry to any passenger(s) and PRIVAJET is required to transport such passenger(s) to the point of origin of the flight or to any other destination, then the cost of so doing shall be payable by the Client to PRIVAJET in accordance with these General Terms and Conditions. Where notices or information are delivered to the Client or its agents by PRIVAJET for distribution to passengers, the Client warrants and undertakes to PRIVAJET that it will effect delivery of such notices or information to the passengers at a reasonable time prior to the commencement of each flight of the Flight Schedule and shall indemnify PRIVAJET, its directors, officers, employees, service providers and agents against any and all claims liabilities, costs and expenses which result from any failure by the Client to effect such delivery.
- 9.4.** PRIVAJET offers the opportunity to leave prior to the flight contact details for the passengers' next of kin. In the event of occurrence of a non-standard situation or crisis in connection with the flight, the filled-in form on file will help PRIVAJET to contact the indicated people faster to keep them informed. This information is requested at the time of booking or prior to boarding and will be used by PRIVAJET only in the event of an emergency and never for commercial purposes.

The form to be completed for such purpose is to be found as an annex of this document.

- 9.5. The Client will comply with and shall use its best endeavours to cause all passengers and owners of goods or other persons having an interest in goods carried in the Aircraft to observe and comply with all traffic regulations of PRIVAJET, and all customs, police, public health and other laws and regulations which are applicable in the state of registration, and the countries in which each flight of the Flight Schedule originates, landings are made or over which such flights are made.

**10. Notices**

Any notice required to be given hereunder shall be given by sending the same by electronic transmission, prepaid post or by hand delivery to the address of the addressee shown in the Charter Agreement or to such other address as either party may notify to the other for this purpose. If sending by electronic transmission or facsimile, notice shall be deemed to have been given at the time of dispatch with a confirmed transmission report or equivalent stating the correct email address, and if sending by post, notice shall be deemed to have been given on the day on which it would have been received in due course of post.

**11. Liability – Insurance of PRIVAJET**

- 11.1. PRIVAJET does not undertake any carriage as a common carrier or accept the obligations of a common carrier. PRIVAJET does not accept any liability (including without limitation indirect or consequential loss) whether for death to, or injury or delay of, passengers or loss of, damage to, or delay of, baggage or cargo howsoever arising, and whether occasioned by PRIVAJET, its directors, officers, employees, service providers, agents or subcontractors and any such liability being hereby excluded, insofar as permitted under applicable law.

- 11.2. Carriage shall be subject to the rules and limitations 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 therein defined. 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 PRIVAJET’s liability.

- 11.3. Unless otherwise agreed in writing, and even when the carriage is not an “international carriage” as defined in the Conventions, Protocols or Regulation(s) as referred to hereunder, the operator, its officers, employees and agents who take part in the execution of the Charter Agreement, shall never be subject to any other and/or higher liability than the liability provided in Regulation EU 2027/1997, the Convention of Montreal of May 28, 1999, and Regulation EU 785/2004, or, if not applicable, as provided in the Warsaw Convention of October 12, 1929, or that Convention as amended at The Hague on September 28, 1955, whichever, is applicable, even when the carriage is not an international carriage as defined by that Convention. In case of substitution by another operator, the Convention of Guadalajara of September 18, 1961, is applicable. Throughout the term of the Aircraft Charter Agreement, the operator shall maintain the insurance coverage according to the liability requirements of said Conventions, Protocols and/or Regulation(s).

- 11.4. The Client herewith agrees that the liability exposure for the operation of the Aircraft by PRIVAJET is insured for a combined single limit of EUR 50,000,000 under the fleet policy. Upon request, the Client can be named as additional insured under the liability insurance of PRIVAJET, subject to an eventual additional premium payable that might apply.

**11.5. Montreal Convention**

Where PRIVAJET is the operator of a flight, its liability to the Client and to all passengers for death, personal injury, delay, loss of or damage or delay to cargo and baggage (including, without limitation, personal effects) occurring either on or during embarkation, disembarkation or inflight from any flight shown on the Confirmation will be governed in all respects by the Montreal Convention together with any regulation, directive or other legislation giving effect to or applying the provisions of the Montreal Convention.

**12. Indemnity**

- 12.1. The Client shall indemnify PRIVAJET, its directors, officers, employees, service providers, agents and subcontractors (on a full indemnity basis) against any and all claims, costs and expenses (including legal fees and costs) in respect

of any:

**12.1.1.** liability of PRIVAJET to third persons (including but not limited to passengers, consignors and consignees) for any loss or damage of whatsoever nature arising out of the negligence, wilful misconduct or any act or omission of the Client, its directors, officers, employees, service providers or agents or any passenger carried by authority of the Client; and

**12.1.2.** loss or damage of whatsoever nature suffered by PRIVAJET, its directors, officers, employees, service providers, agents or subcontractors, or to any equipment (including the Aircraft) belonging to PRIVAJET, its directors, officers, employees, service providers, agents or subcontractors arising out of the negligence, wilful misconduct or any act or omission of the Client, its directors, officers, employees, service providers or agents or any passenger carried by authority of the Client and whether tortious or constituting a breach of these General Terms and Conditions and/or the Charter Agreement.

**13. Termination by Either Party**

**13.1.** Subject to clauses 8, 14 and 15, either party may terminate the Charter Agreement by giving written notice to the other;

**13.1.1.** at any time before the time specified for the commencement of the first flight set out in the Flight Schedule; or

**13.1.2.** at any time if the other party commits any breach of these General Terms and Conditions and/or the Charter Agreement or commits an act of insolvency or becomes insolvent or enters into any arrangement or composition with its creditors or, being an individual, dies or, being a partnership, is dissolved or being a corporation, passes a resolution or has a petition presented for winding up (otherwise than for the purpose of merger or reconstruction only).

**13.2.** Any termination of the Agreement pursuant to this clause 13 will be without prejudice to PRIVAJET's accrued rights under these General Terms and Conditions or in respect of the matter leading to termination (and in particular without prejudice to PRIVAJET's rights under clause 11 above).

**14. Consequences of Termination by PRIVAJET**

**14.1.** If the Charter Agreement is terminated by PRIVAJET pursuant to:

**14.1.1.** clause 13.1.1 above, then the Client shall not be liable to pay the Charter Price, and PRIVAJET shall repay to the Client the Charter Price (or any part thereof) made by the Client but shall be under no further obligation or liability to the Client because of such termination; or

**14.1.2.** clause 13.1.2 above, then the Client shall be liable to pay to PRIVAJET the appropriate cancellation charges referred to in clause 8 together with such part of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed and any and all additional charges, costs and expenses payable by the Client under these General Terms and Conditions and the Charter Agreement and PRIVAJET shall be under no further obligation or liability to the Client because of such termination.

**15. Consequences of Termination by the Client**

**15.1.** If the Charter Agreement is terminated by the Client pursuant to:

**15.1.1.** clause 13.1.1 above, the Client shall, without prejudice to any other payment obligations of the Client hereunder, be liable to pay to PRIVAJET the appropriate cancellation charges referred to in clause 8 of the Charter Agreement; and

**15.1.2.** clause 13.1.2 above, then the Client shall be liable to pay to PRIVAJET such portion of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed together with any and all additional charges, costs and expenses payable by the Client under these General Terms and Conditions and the Charter Agreement.

**16. Confidentiality**

The Charter Agreement is strictly confidential between the parties and shall not, without the prior written consent and mutual agreement of the other party, be disclosed by either party, in whole or in part, by any means whatsoever, to any third party (except as required by applicable law, or to such party's accountants, bankers or legal advisers). If disclosure is required as a result of applicable law, the parties shall cooperate with one another to obtain confidential treatment as to the commercial terms and other material provisions of the Charter Agreement.

**17. Assignment**

The Client shall not be entitled to assign the benefit of the Charter Agreement to any other person without the prior written consent of PRIVAJET, which consent may not be unreasonably withheld or delayed, but PRIVAJET may procure the vicarious performance of its obligations hereunder by any other person or company.

**18. Variation, waiver, and severance**

- 18.1.** A variation of the Charter Agreement shall not be effective unless it is in writing and signed by the duly authorized representatives of both parties.
- 18.2.** The failure of either party to enforce, at any time, any provision of these General Terms and Conditions and/or the Charter Agreement or to require, at any time, the enforcement of any provision of these General Terms and Conditions and/or the Charter Agreement shall in no event be construed to be a present or future waiver of such provision.
- 18.3.** The express waiver by either party of any provision of these General Terms and Conditions and/or the Charter Agreement shall not constitute a waiver of any future obligation to comply with such provision or condition.
- 18.4.** If any provision of these General Terms and Conditions and/or the Charter Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 18.5.** If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**19. Miscellaneous**

- 19.1.** Each party acknowledges that in entering into the Charter Agreement, it does not rely on and shall have no remedy in respect of any statement, representation, assurance or warranty of any kind other than as expressly set out in these General Terms and Conditions and/or the Charter Agreement.
- 19.2.** Nothing in this clause operates to limit to exclude any liability for fraud.
- 19.3.** PRIVAJET and the Client are not in partnership with each other, and there is no relationship of principal and agent between them. Where the Client enters into a Charter Agreement as agent for another person or entity, the Client's and that other person's or entity's liability under these General Terms and Conditions and the Charter Agreement to PRIVAJET shall be joint and several.
- 19.4.** The provisions of clauses 12, 13.2 and 16 shall survive the termination of the Charter Agreement.
- 19.5.** The Charter Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all such counterparts, when taken together, shall constitute a single instrument.
- 19.6.** Each person in whose favour any indemnity is expressed to be given in these General Terms and Conditions may, in their own right, enforce such indemnity.
- 19.7.** Except as provided in Clause 19.6, no person other than a party to the Charter Agreement may enforce these General Terms and Conditions.



**20. Governing law and jurisdiction**

These General Terms and Conditions and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of the Republic of Malta, and the parties irrevocably agree that the Courts of Malta shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, these General Terms and Conditions and/or the Charter Agreement. If PRIVAJET brings any action or suit to recover payments due under the terms of these General Terms and Conditions and/or the Charter Agreement, or to enforce any of its rights or the obligations of the Charterer, the cost thereof, including reasonable attorney's fees shall be born by the Charterer.

## EMERGENCY NEXT OF KIN CONTACT DETAILS

Details of emergency/next of kin contacts can be left on file with PRIVAJET prior to boarding.

One form per passenger has to be filled in and sent back to PRIVAJET prior to boarding the Aircraft.

Such information will be treated as confidential and not be accessed unless and until there is a situation of emergency requiring informing the next of kins.

| <b>PASSENGER</b> |  |
|------------------|--|
| PASSENGER NAME   |  |

| <b>NEXT OF KIN #1</b>     |  |
|---------------------------|--|
| FULL NAME                 |  |
| ADDRESS                   |  |
| TELEPHONE NUMBER          |  |
| RELATIONSHIP TO PASSENGER |  |

| <b>NEXT OF KIN #2</b>     |  |
|---------------------------|--|
| FULL NAME                 |  |
| ADDRESS                   |  |
| TELEPHONE NUMBER          |  |
| RELATIONSHIP TO PASSENGER |  |