

Aircraft Charter Standard Terms & Conditions

EJM charter representatives are available 24 hours a day, 7 days a week at **877-356-5387**

These Terms & Conditions are incorporated by reference into the charter trip quote or other charter agreement that is offered to you by Executive Jet® Management, Inc. (EJM), and these become part of the contract of charter carriage that is established by your acceptance of the charter trip quote or other charter agreement. You as our customer (Customer) are responsible for ensuring that every passenger receives the passenger notices set out in these Terms and Conditions.

APPLICABILITY TO CHARTER SERVICES

These Terms & Conditions apply to each charter trip that EJM is contracted to provide you, whether such flight is operated by EJM or by another EJM-approved air carrier, which will be identified for Customer in advance of each flight. In the event of a conflict between these Terms & Conditions and the trip quote or other charter agreement between you and EJM, then the specific provisions of the trip quote or other agreement will govern over the general provisions contained here.

BOOKING, CONFIRMING & CHANGING FLIGHTS

Booking Flights. To begin planning your next trip, please contact EJM’s charter representatives by phone at **877-356-5387**, or online at www.executivejetmanagement.com, to obtain a charter price quote. Pricing provided in EJM’s charter quotes are valid for forty-eight (48) hours. Quotes are not binding until (a) Customer accepts the offered quote and (b) EJM then is able to confirm the aircraft and crew. EJM’s performance also is subject to the receipt of timely payment from Customer. Failure to make timely payment may result in suspension of the charter flights.

Catering. Standard aircraft stock (snacks and beverages) are included on all flights arranged by EJM at no charge. Additional food items may be ordered at Customer’s request and expense, subject to market availability and suitability of aircraft equipment (e.g., oven or microwave for cooking or reheating).

Confirmation of Flights. Itineraries will be considered confirmed when Customer communicates the desire to book the flight with EJM and the booking is confirmed by a Customer Services Manager via email, phone or facsimile. Customer will be sent a detailed itinerary for booked flights.

Passenger Manifest Changes. Only manifested passengers (and their baggage) are permitted on board the aircraft. To avoid departure delays, passenger manifest changes must be communicated in advance by calling **877- 356-5387**.

Other Changes. EJM’s charter quotations are subject to the aircraft owner’s approval, crewmember availability and EJM’s operational approval at the time of flight booking. If a booked aircraft later becomes unavailable due to a mechanical problem, aircraft owner approval retraction, or a scheduling conflict; EJM will provide Customer (excluding Customers served by a third-party broker) an equivalent aircraft or better for replacement.

PRICING & PAYMENTS

Regular Pricing. The price quoted is guaranteed once aircraft availability and owner approval are secured and the trip is confirmed. (Special requests are honored when possible but are not subject to guaranteed pricing.) The quoted price excludes additional trip expenses, such as Wi-Fi access and flight phone charges, etc., and international and helicopter charter flights, which are billed based on actual flight time (or trip minimums). If requested, EJM will provide an estimate for these charges. Please note the following pricing terms:

- All prices are stated in U.S. dollars (\$).
- There is a two-hour minimum flight charge per 24-hour period on all trips unless otherwise agreed upon in writing between EJM and Customer.
- When applicable, additional charges apply, e.g. for international fees and taxes (estimated at the time of quotation but billed to Customer at actual cost), customs and immigration charges, catering, flight phone use, ground transportation (including a 10% service fee), hangar, de-icing, airport landing fees, ramp or parking fees, unforeseen flight diversions, supplemental crew expenses, aircraft security fees, etc.
- All flight itinerary changes are subject to review, approval, and pricing revisions as aircraft availability, aircraft performance and operational limitations, crew duty time restrictions, government permits, extended airport hours, etc., are reevaluated and secured. These changes may affect the original charter quote. EJM will provide an updated price quote detailing itinerary changes upon request.

Fuel Surcharge. Price quoted includes an estimated fuel surcharge which may increase or decrease. The actual fuel surcharge cost will be billed once determined.

Payment, Time & Manner. Payment for all charters and auxiliary services are due within ten (10) calendar days from the invoice date. Payments should be remitted to EJM by one of the following methods.

1. Electronic Payment Via ACH Transfer: Beneficiary: Executive Jet Management, Inc. Bank Name: Wells Fargo Bank San Francisco, CA 94104 Bank ABA: 121000248 Account Number: 2000012984154
2. Check Payable to the Order of “Executive Jet Management, Inc.” and sent by Overnight Courier to: Executive Jet Management, Inc. Attn: Credit Department 4556 Airport Road, Cincinnati, OH 45226

Advance Deposits. If Customer has deposited funds with EJM pursuant to a written agreement that contemplates multiple charter trips, EJM will use the funds in Customer’s account to pay for services provided. If the deposited funds are insufficient to cover the estimated costs of an upcoming charter trip, EJM may require the Customer to deposit additional funds so that the funds are received and available at least 72 hours prior to the planned departure.

Payment, Late Fees. Late fee charges of 1.5% per month (18% per year) or the highest legal rate, whichever is less, may be assessed on all past due invoices. In the event of default which requires third party intervention to collect, Customer agrees to pay all costs of collection, including out-of-pocket expenses, plus attorney fees, regardless of whether a formal court proceeding is filed.

Third-Party Invoices. Customer may receive additional invoices for charges originating from a third party, such as flight phone use or ground transportation.

CANCELLATIONS

To cancel a trip, you must call 877-356-5387. In all cases, Customer is responsible for any amounts due as compensation for the partial completion of an itinerary, including but not limited to the costs of positioning the aircraft and returning it to its base. Unless otherwise agreed to in writing between EJM and Customer, all booked trips will be subject for the following cancellation fees.

Domestic Cancellation Fees.

Timing Compared to Planned Departure	Cancellation Fees for Trips Booked on Non-Peak Days*
48 hours or more before	No cancellation fees apply
Less than 48 hours before	EJM’s actual out of pocket expenses
Less than 24 hours before	The greater of (i) two (2) hours of flight time or (ii) EJM’s out of pocket expenses
Less than 12 hours before	The greater of: (i) 50% of the Charter Quotation or (ii) 2 hours of flight time
Less than 10 hours before	100% of the Charter Quotation

International Cancellation Fees.

Timing Compared to Planned Departure	Cancellation Fees for Trips Booked on Non-Peak Days*
96 hours or more before	No cancellation fees apply
Less than 96 hours before	The greater of (i) \$500 per day of the quoted itinerary (first day through last day) or (ii) EJM’s out of pocket expenses
Less than 72 hours before	The greater of (i) \$500 per day of the quoted itinerary (first day through last day) plus an additional fee of 2 hours flight time for each flight day in the quoted itinerary or (ii) EJM’s out of pocket expenses
Less than 48 hours before	The greater of (i) 50% of the Charter Quotation or (ii) EJM’s out of pocket expenses
Less than 24 hours before	100% of the Charter Quotation

* See **Special Peak Period Rules** below for cancellation fees that apply to trips booked on Peak Days. Also, please note that different cancellation fees may apply to trips booked on a vendor aircraft, and such cancellation fees will be communicated to Customer in writing in advance.

SPECIAL PEAK PERIOD RULES

Advanced Booking. Aircraft availability cannot be guaranteed on Peak Days, so Customer is encouraged to contact EJM at least 5 days in advance of the planned departure time. Peak Day flight departure time requests may be honored within approximately three (3) hours before or after the requested time. Peak Day flights are subject to a surcharge that will be identified in your trip quote.

Peak Day Cancellation Fees. Trips booked on Peak Days are subject to 100% of the Aircraft Charter Quotation for the full itinerary, unless the cancellation is made more than 120 hours (5 calendar days) before the planned departure time.

Schedule of Peak Days. The list of Peak Days for 2019 is provided below. The list for subsequent years will parallel these same holiday, vacation, and business-driven heavy travel days. An updated list is available to you upon request.

1/1	New Year's Day
1/2	Wednesday after New Year's Day
1/5	Saturday after New Year's Day
1/6	Sunday after New Year's Day
1/17	Thursday before Martin Luther King Jr. Day Jr. Day
1/18	Friday before Martin Luther King Jr. Day
1/21	Martin Luther King Jr. Day
2/13	Wednesday before Presidents' Day
2/14	Thursday before Presidents' Day
2/15	Friday before Presidents' Day
2/18	Presidents' Day
2/19	Tuesday after Presidents' Day
3/7	Spring Break Thursday
3/8	Spring Break Friday
3/10	Spring Break Sunday
3/14	Spring Break Thursday
3/15	Spring Break Friday
3/17	Spring Break Sunday
3/21	Spring Break Thursday
3/22	Spring Break Friday
3/24	Spring Break Sunday
3/31	Spring Break Sunday
4/17	Wednesday before Easter Sunday
4/18	Thursday before Easter Sunday
4/21	Easter Sunday
4/22	Monday after Easter Sunday
5/23	Thursday before Memorial Day
5/24	Friday before Memorial Day
7/7	Sunday after Fourth of July
7/8	Monday after Fourth of July
10/10	Thursday before Columbus Day
10/11	Friday before Columbus Day
10/14	Columbus Day
11/21	Thursday before Thanksgiving
11/22	Friday before Thanksgiving
11/26	Tuesday before Thanksgiving
11/27	Wednesday before Thanksgiving
11/28	Thanksgiving Day
11/30	Saturday after Thanksgiving
12/1	Sunday after Thanksgiving
12/2	Monday after Thanksgiving
12/20	Friday before Christmas
12/21	Saturday before Christmas
12/25	Christmas Day
12/26	Thursday after Christmas
12/27	Friday after Christmas
12/28	Saturday after Christmas

IN-FLIGHT

Cabin Service. On flights where a cabin service is required or requested, service is provided by either a safety-trained crew member (flight attendant) or a cabin service attendant (hostess) based on availability.

Customer and Passenger Behavior. Customer is responsible for ensuring that all passengers act in a lawful and responsible manner while on the aircraft and that all passengers comply with the instructions of the pilot in command of the aircraft. Customer is liable to EJM for any damage caused by any of the passengers to the

aircraft.

Security. EJM reserves the right to cancel or postpone any trip where security has been or may be compromised.

Interruption of Service. If the charter service is interrupted for any reason, such as a delay caused by inclement weather, air traffic control, or customs, EJM will do whatever it can to assist the passengers and keep any delays to a minimum. If Customer accepts the adjusted service by flying the charter, Customer is responsible for the original quoted cost of the trip. EJM cannot be held financially liable for any missed opportunities that occur as a direct or indirect result of an interruption of service.

CARRIAGE OF PETS

Notice. Upon booking, Customer is required to inform EJM in advance of any travelling pets. Failure to do so (excluding flights carrying service animals) may result in the assigned aircraft being unable to perform the trip, and Customer may be responsible for cancellation fees.

Repairs & Cleaning. Customer will be charged for the cost of repairing and cleaning the aircraft if a pet damages or soils the aircraft.

CARRIAGE OF LARGE ITEMS OTHER THAN LUGGAGE

Upon booking, Customer is required to inform EJM if Customer intends to travel with golf clubs or any other large item other than luggage so that EJM can ensure that the aircraft which is secured for the flight is suitable to carry such items. Failure to inform EJM of such items prior to commencement of the flight may result in added expenses for booking a suitable aircraft and cancellation fees for the original aircraft may apply.

FLIGHT OPERATIONS AND SECURITY

Operations. Passengers are guaranteed to fly on an aircraft operated under EJM's Part 135 air carrier certificate or on a vendor aircraft that has been audited to EJM's standards.

Security. Executive Jet Management reserves the right to cancel or postpone any trip where security has been or may be compromised. Executive Jet Management cannot be held liable for any breach of security procedure beyond their control occurring on a vendor or Executive Jet Management aircraft.

TAXES

U.S. Federal Aviation Taxes. A federal tax of \$4.20 per passenger and a Federal Excise Tax (FET) of 7.5% will apply to all domestic passenger flight segments and 6.25% for all domestic cargo flights. A tax of \$9.30 per passenger applies on all flights between the continental US and Hawaii and/or Alaska. Other international arrival/departure taxes may apply.

Other Government Taxes, Fees, & Surcharges. EJM's quoted charter rates are exclusive of any value-added, sales, use, excise, customs duties or other government taxes, fees, or surcharges that may apply to the charter services provided under these Terms & Conditions ("Taxes"). Customer will pay all such Taxes including those paid or payable by EJM (exclusive of taxes on EJM's net corporate income) and any related interest and penalties. If the payment of any charter fee becomes subject to value-added tax, withholding tax, levy or similar payment obligation on sums due to EJM under this agreement, such amounts shall be borne and paid for by Customer in addition to the sums due to EJM. Customer will provide EJM free of charge with the appropriate certificate(s) from the relevant authorities confirming the amount of the value-added taxes, withholding taxes, levies or similar payments borne and paid for by Customer.

LIABILITY LIMITATIONS

Baggage Claims. Customer must report any lost or damaged baggage or other personal property within 48 hours after deplaning. Customer is responsible for ensuring that valuables, fragile items, and perishables are reasonably packaged and labeled. Customer and the passenger will not be reimbursed for the loss or damage of baggage or other personal property if a claim is not timely made, if Customer or passenger did not pack properly, or if Customer or passenger did not label or otherwise notify the flight crew of the presence of fragile items. EJM assumes responsibility only for passenger baggage or other personal property in EJM's possession. EJM is not responsible for baggage or other personal property in the possession of others.

International Liability Limits. EJM subscribes to the IATA Inter-carrier Agreement, the IATA Agreement on Measures to Implement the IATA Inter-carrier Agreement, and the ATA Agreement on Provisions Implementing the IATA

Intercarrier Agreement to be Included in Conditions of Carriage and Tariffs (*see* OST Form 4523-A); and in accordance with those Agreements agrees under Article 22(1) of the Warsaw Convention or the Warsaw Convention as amended by the Hague Protocol that the liability limits for passenger injury or death in international transportation as defined in the Convention are waived in their entirety.

PROHIBITED RESALE

Customer agrees that it is purchasing charter air transportation services for the carriage of Customer and its guests, and that Customer will receive no compensation from a guest passenger for being carried on board the flight, unless permitted by law.

ADHERENCE TO PASSENGER NOTICES

All passengers who fly on an aircraft operated under EJM's Part 135 air carrier certificate or on a vendor aircraft that has been audited to EJM's standards are required to adhere to the Passenger Notices issued by EJM. Failure to adhere to any such notices may result in immediate termination of the flight and Customer will be responsible for all costs associated with the diversion of the aircraft. Furthermore, when applicable, Customer will be responsible for cooperation with local law enforcement, and with thorough cleaning of the aircraft.

MISCELLANEOUS

Amendment. These Terms & Conditions may be revised by EJM at any time in its sole discretion. The Terms & Conditions applicable to your charter trip are those in effect at the time you receive your charter trip quote from EJM.

Assignment. Except as expressly provided herein, no charter service agreement

between Customer and EJM may be assigned to another party. Any attempted assignment is null and void.

Confidentiality. EJM will not disclose information regarding Customer, passengers, or their travel arrangements, unless doing so is necessary to the performance of the charter services, the disclosure is authorized by Customer, or the disclosure is required by law. Only persons named in EJM's records for the account are authorized to obtain information about flight or billing information.

Force Majeure. Neither party will be liable to the other for any failure or delay in the performance of an obligation in connection with these Terms and Conditions to the extent that such failure or delay is caused by conditions outside the party's reasonable control.

Insurance Coverage. Your charter flight is covered by insurance whether the flight is operated by EJM or by one of our approved vendors. Upon request, Customer will be provided a certificate of insurance that describes the relevant liability coverage amounts and that includes the Customer as an additional insured with a waiver of subrogation.

Law & Jurisdiction. This charter service contract between EJM and Customer is created in the State of Ohio, United States of America, and is governed by the laws of the State of Ohio, excluding its choice of law rules. The exclusive forum for any court proceeding to resolve any dispute relating to this agreement shall be in the state or federal courts located in Hamilton County, Ohio, and the parties irrevocably consent to the exclusive jurisdiction and venue of these courts.

Severability. If a court of competent jurisdiction rules that any provision of these Terms and Conditions is invalid, illegal, or unenforceable, then the remaining provisions of these Terms and Conditions will be unchanged, and the invalid, illegal, or unenforceable provision shall be replaced by a mutually acceptable provision, which comes closest to the parties' original intention

Passenger Notices

AVIATION SECURITY/IMMIGRATION

Passenger Identification. Prior to boarding, each adult passenger must present to the flight crew a government-issued identification such as a current passport or driver's license. This is required by the Transportation Security Administration. Passengers under the age of 18 must be vouched for by a parent or legal guardian.

Documentation for International Flights. Customer is responsible for ensuring that all passengers have required travel documentation, including passports and visas for each flight. Please consult the U.S. Department of State website (www.travel.state.gov) for information on the documentation requirements of different countries. Each passenger's passport and visa information must be provided to EJM at least 72 hours prior to departure. If EJM is required to carry any passenger out of a country on the charter itinerary because that passenger is refused entry or is deported, Customer will be responsible for the costs associated with that flight.

Prohibited Items. The Transportation Security Administration prohibits the carriage of certain items on commercial aircraft. A list of the prohibited items is given at <https://www.tsa.gov/travel/security-screening/whatcanibring>. Customer is required to inform EJM in advance if Customer wishes to bring firearms or other prohibited items aboard the aircraft, and Customer must consent to the secured stowing of the firearm or other prohibited item as required by law and as directed by the flight crew.

Inspection. All baggage and personal items brought on board the aircraft are subject to inspection as may be required by law or as may be determined necessary by the flight crew. EJM may discontinue flights if a passenger refuses to allow such an inspection.

DATA PROTECTION POLICY

EJM appreciates all of its customers, and we understand how important it is to you that your personal privacy and data are protected. Your provision of personal information for purposes of being a passenger on a charter flight is considered evidence of your consent for us to have that information and to use it for the purpose of serving your travel needs, as well as to use it for evaluating how well we are serving your needs. This may include quality control reviews of recorded telephone calls or electronic correspondence.

Your information may be stored up to five years (or longer, if required by law), and it will be used only by EJM or its U.S. or European Union affiliates. We do not share or sell your personal information to third parties. At any time, you may ask EJM for access to your personal data and for the correction or erasure of it, except to the extent EJM is required by law to keep such data.

For more information relating to the use of EJM's website, please see EJM's privacy policy at <https://www.executivejetmanagement.com/privacy/>. For all other inquiries, please send your questions or comments to EJM's designated Data Protection Officer at the following address: Data Protection Officer, c/o Legal Department, Executive Jet Management, Inc., 4556 Airport Road, Cincinnati, Ohio 45226, U.S.A.

HAZARDOUS MATERIALS

Hazardous Materials. Federal law forbids the carriage of hazardous material aboard aircraft in a passenger's luggage or on their person. A violation can result in 5 years' imprisonment and penalties of \$250,000 or more (49 U.S.C 5124). Hazardous materials include: explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. A more detailed list of hazardous materials can be found at https://www.faa.gov/about/initiatives/hazmat_safety.

Oxygen Bottles. The carriage of passenger-provided compressed oxygen cylinders in the aircraft cabin is not permitted.

Oxygen Concentrators. Portable oxygen concentrators may be used in the cabin during flight, if prescribed by a medical doctor. EJM is required to obtain written evidence of medical need. Please provide a copy of the prescription or a doctor's letter to your Charter Services team.

Should special arrangements be required to meet any of the above requirements, your Customer Service Team is prepared to assist you. Please contact them at the

earliest opportunity.

SPECIAL PROHIBITIONS

Prohibited Substances. Marijuana and other federally controlled substances are strictly prohibited from carriage or use aboard the charter flight unless their possession and use is in accordance with a doctor's medical prescription. The captain may immediately land the aircraft and terminate the charter trip if prohibited controlled substances are brought onboard or are used. Customer will be responsible for all costs associated with the diversion of the aircraft, with cooperation with local law enforcement, and with thorough cleaning of the aircraft.

Prohibited Items. The US Department of Transportation (DOT) has issued an Emergency Restriction/Prohibition letter for the "Samsung Galaxy Note 7 cell phone device" within the United States. Individuals who own or possess a Samsung Galaxy Note 7 device may not transport the device on their person, in carry-on baggage, in checked baggage on any EJM or EJM vendor operated aircraft within the United States.

UNACCOMPANIED MINORS

Please see your EJM charter sales representative if any unaccompanied minors will be traveling on a domestic or international flight. Consent forms will be required from each parent or legal guardian that will not be flying with the minor. These documents must be presented to EJM and the flight crew for review before boarding.

INTERNATIONAL TRAVEL WITH MINORS

Please see your EJM charter sales representative if any minors will be traveling on an international charter flight without one or both parents or legal guardians. Consent forms will be required from each parent or legal guardian that will not be flying with the minor. These documents must be presented to EJM and the flight crew for review before boarding.

CARRIAGE OF PETS

Notice. Upon booking, Customer is required to inform EJM in advance of any travelling pets. Failure to do so (excluding flights carrying service animals) may result in the assigned aircraft being unable to perform the trip, and Customer may be responsible for cancellation fees.

Repairs & Cleaning. Customer will be charged for the cost of repairing and cleaning the aircraft if a pet damages or soils the aircraft.

FLIGHTS DEPARTING TO AND ARRIVING FROM RONALD REAGAN WASHINGTON NATIONAL AIRPORT (DCA)

Permit Approval. In order to gain access to DCA, an application is required be submitted to the Transportation Security Administration (TSA) no less than three (3) business days prior to the planned arrival. The application will be completed and submitted by EJM and must include all passenger, crewmember, and ASO names, dates of birth and social security numbers or passport numbers. The TSA has the right to revoke approval for access to DCA at any time.

Armed Security Officer (ASO). All flights to and from DCA require an ASO onboard the aircraft who will be identified as such on the flight manifest and in TSA's final approval letter for the flight.

Changes to DCA Flights. Once within twenty-four (24) hours from the planned departure or arrival time, no flight changes can be made including but not limited to the passenger manifest, aircraft type or registration number and departure or arrival times.

Slots. Flights to DCA are subject to approval of landing permits and slots which are available no less than seventy-two (72) hours prior to the schedule flight. EJM will secure the arrival and departure slots.

TSA Screening. All passengers are required to pass through private TSA screening procedure prior to departure from their original location when travelling to DCA.

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