

ORANGE JETS GENERAL TERMS AND CONDITIONS

These terms and conditions apply to the supply of all air charter flights and related activities and additional services arranged by Orange Jets (hereafter "OJ" or "the Company") for the person, entity or company whose name, and contact details appears in the Flight Booking (hereafter "Charterer", "Client" or "You"). With the Flight Booking the Client engages Orange Jets ("OJ") to act as its broker to arrange for the air charter services described in the Flight Booking. Orange Jets accepts said engagement and shall act as an agent on behalf of the Charterer from third-party certified Air Carriers (the "Operator" or "Operators"). OJ agrees to provide aircraft charter brokerage services to the Charterer in accordance with the requirements, terms and conditions of the Agreement.

1. DEFINITIONS:

In these conditions, the following expressions shall have the following meanings:

- 1.0 "Flight" means the Flight(s) described in each Quote or Flight Booking.
- 1.1 "Charter" or "Air Charter" means the charter of the Aircraft by the Charterer to operate the Charterer's Flight(s), as arranged and organized by Orange Jets and pursuant to the terms herein.
- 1.2 "Agreement" shall mean the Charter Agreement or Charter Contract between the Charterer and OJ for the provision by OJ of air charter brokerage services comprising these General Terms and Conditions, all Charter Contracts, Flight Bookings and any annexes and schedules hereto.
- 1.3 "Aircraft" shall mean the or any aircraft or its suitable substitute(s) operated in connection with a (or any) Flight(s) which is the subject of a booking and charter agreement organized by Orange Jets for the Charterer;
- 1.4 "Charterer" shall mean the Client, person, firm or body corporate as identified in the Flight Booking;
- 1.5 "Operator" or "Carrier" shall mean the third party commercial air carrier or aircraft operator of the Aircraft or any of its employees, directors and officers selected to provide the Aircraft for the period of the charter;
- 1.6 "Flight Booking", "Charter Contract" or "Charter Booking" shall mean the flight quotation and the corresponding flight contract or charter agreement (if applicable), any specific terms and any annexes with the charter details substantially in the form of the Flight Schedule hereto;
- 1.7 "Charter Price" shall mean the price payable for the Charter and such services as are agreed in advance between Orange Jets and the Charterer as set out in the Flight Booking;
- 1.8 "Flight Schedule" shall mean the place of departure, place of destination and any stopping points, together with any indication(s) of Check-in Times, Departure and Arrival dates and times of the Charter Flight(s) as set out in the Flight Booking or as otherwise notified to the Charterer by OJ;
- 1.9 "General Terms" shall mean the general terms and conditions set out below.
- 1.10 "STD or ETD" means the scheduled or estimated time of departure in the Flight Schedule.
- 1.11 "Traffic Documents" all passenger tickets, flight briefings, flight confirmations, baggage checks and other documents required under applicable international conventions or other applicable law.

2. THE CHARTER BOOKING AND PAYMENTS

2.0 Orange Jets shall be responsible for the sourcing of a suitable aircraft from the Carrier for Charter in accordance with the Flight Booking, Charterer's requirements and the laws and regulations of the state of registration of the aircraft and all other applicable laws and regulations. Carriage performed by the Carrier shall be subject to the conditions of carriage of the Carrier, contained or referred to in the Flight Booking, including its own terms and conditions. Orange Jets shall procure that the Carrier shall supply the Traffic Documents and all other necessary documents relating to the carriage undertaken pursuant to the Flight Booking and the Charterer shall provide to OJ all necessary information and assistance to complete such documents as soon as possible after making the Agreement and, in any event, in sufficient time to be completed for issue to passengers.

2.1 Orange Jets shall arrange that the Operator provides the Aircraft manned, maintained, equipped and fueled for the Charter and applicable Flight Schedule. The Charterer agrees that the carriage will be provided by the Operator who will have sole responsibility for the operation of the Flight Schedule and maintenance and operation of the Aircraft. The Charterer accepts that Orange Jets acts only as agent for the Charterer in arrangement of the Flight Booking. The Charterer also accepts that the crew of the Aircraft are the servants and agents of the Operator and shall be authorized to take instructions only from the Operator unless otherwise agreed by the Operator in writing prior to the commencement of the Flight Schedule.

2.2 If at any time prior to the STD, the Aircraft becomes unavailable or unserviceable for any reason whatsoever - with the exception of the events as described in 2.2.1 - prior to commencement of the Flight Schedule, Orange Jets reserves the right to substitute aircraft of similar capacity while maintaining the service contracted for at no additional expense to the client who shall be informed of any such change prior to departure with as much notice as possible. Should this prove to be impossible, Orange Jets will endeavour to find an alternative aircraft as at close a price as possible to the agreed Charter Price and put such possibility to the Charterer for acceptance. The client has the right to terminate the contract or cancel the flight without penalties or paying cancellation fees only if the alternative charter price exceeds the contracted charter price. If the client does not accept the alternative aircraft offered by Orange Jets for the same charter price and cancels the flight, cancellation fees will apply in accordance with the Flight Booking. If Orange Jets is not able to substitute the Aircraft or the Charterer does not accept the available alternative because the charter price exceeds the contracted Charter Price, Orange Jets shall return the Charter Price to the Charterer and shall not be under any further liability whatsoever to the Charterer. However, the Charterer shall remain liable to pay for any part of the Flight Schedule that has already been operated.

2.2.1 In the event that:

2.2.1.1. any Aircraft required for the operation of any Flight is detained (whether lawfully or not) by any third party (including but not limited to detention by any aviation or airport authority, overflight authority or by way of lien or requisition for hire or otherwise); or

2.2.1.2. if the Carrier has an administrator, receiver, administrative receiver, trustee or other like person appointed over a part or all of its assets or business and as a result the Carrier is unable to perform the Flight(s) at the same cost to the Charterer; or

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2.2.1.3. if the Carrier becomes insolvent, enters into voluntary liquidation or is compulsorily wound up then Orange Jets shall use reasonable endeavours to find an alternative carrier to operate such Flight(s) as may be affected by the occurrence of any of the above events. In the event that the cost of replacement exceeds the Charter Price then any additional costs in securing an alternative carrier shall be for the account of the Charterer.

2.2.2 If a Flight is, or is to be delayed beyond the scheduled time of departure by reason of any failure by the Charterer or any passenger to comply with its obligations hereunder or any other act or omission on the part of the Charterer or any passenger, in all cases which is not attributable to Force Majeure or otherwise not beyond Charterer's or any passenger's control, then Orange Jets shall use reasonable endeavours to make arrangements with the Carrier to re-schedule the affected Flight provided always that the Charterer shall indemnify Orange Jets in respect of any loss incurred by, or increased charges levied on, Orange Jets as a result of such delay.

2.2.3 If Orange Jets is unable to make arrangements with the Carrier to re-schedule the affected Flight, Orange Jets reserves the right in such circumstances to cancel the Charter Agreement with respect to the affected Flight, and to charge the Charterer the applicable cancellation charges in the Charter Contract.

2.2.4 In the event of any delay (other than any delay for technical reasons the responsibility and liability for which shall lie with the Carrier) deviation or diversion of any Flight, the Charterer shall be solely responsible for any and all accommodation, refreshments, meals, transportation or any other additional costs, expenses, losses, damages or liabilities of whatsoever nature incurred in respect of the Charterer's passengers wherever and howsoever the same shall arise. All such costs, expenses, losses, damages or liabilities incurred by the Carrier shall be reimbursed by the Charterer to Orange Jets on demand.

2.3 The Charter Price shall be specified in the Flight Booking and shall include the cost of the aircraft, the remuneration and expenses of the crew and cabin staff, scheduled positioning cost, fuel, oil, maintenance, landing fees within the regular airport opening hours, parking, ground handling and the remuneration and expense of aircrew during the Flight Schedule, unless stated otherwise in the Flight Booking. Unforeseen cost such as hangarage, aircraft de-icing, extra charges due to landing fees and handling fees outside regular airport opening hours or for extended airport opening hours, extra crew overnight cost, unforeseen positioning cost and all other cost including, but not limited to, license fees, clearance fees, royalties, baggage screening charges, security charges, customs duties, airport and passenger taxes, any connections to and from airports, ground accommodation, ground transfers, ramp transfers, cabin service, onboard satellite telephone or internet data cost and any other additional service cost whatsoever and howsoever arising are not included in the Charter Price and shall exclusively be for the account of the Charterer and be paid by the Charterer, unless otherwise specified in the Flight Booking. Any such additional cost shall be invoiced by Orange Jets to the Charterer and shall be paid promptly by the Charterer. Payment of additional cost is due upon presentation of the invoice.

2.4 The Charter Price shall be based on the costs of aviation fuel and all other variables such as (but limited to) currency rates, passenger tax rates, landing fees, parking fees, etc. mentioned in the Quotation at the date quoted. Accordingly, the Charter Price shall be subject to surcharges imposed by the Carrier for any increased fuel prices, rates, insurance or currency variations.

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2.5 Orange Jets requires payment of the Charter Price and any other sums set out in the Quotation and/or Charter Contract in advance before the flight by the time and date specified in the Flight Booking and in the currency specified in the Flight Booking without sett-off, deduction or counterclaim. Securement of Payment via cash payment, credit card, or secured wire transfer is required prior to all flights. Non-payment or non-securement of payment constitutes cancellation of the flight and the cancellation fees of the Carrier and/or as specified in the Flight Booking will be due.

Time of payment is of the essence in any Agreement. Orange Jets may, without prejudice to any other rights or remedies under the Agreement, cancel and terminate the Agreement without any further liability to the Charterer in the event that payments are not made and received by OJ on the date(s) specified in the Flight Booking or instructed otherwise. Orange Jets shall also be entitled to recover from the Charterer any applicable cancellation charges imposed by the Carrier and/or in accordance with the Flight Booking. In the event that the Charterer is required to withhold any part of any payment payable by it to Orange Jets hereunder or to make any deduction therefrom, it shall pay such additional amount as may be necessary so that, after making such withholding or deduction, Orange Jets shall receive from the Charterer the full amount of such payment.

2.6 Where applicable the Charter Price and all other charges provided for in the Flight Agreement are exclusive of value added or sales tax which shall be paid in addition by the Charterer at the rate applicable at the tax point, unless explicitly stated otherwise in the Flight Booking. Acceptable forms of payment will be cash payment, direct wire transfer or credit card payment. All quoted prices reflect a five (5) percent cash payment discount. If a credit card is used for payment, the cash discount will be forfeited. In addition, a credit card shall be provided, or other arrangements made, by Client for any additional charges incurred beyond those paid for in accordance with the payment procedures herein.

Upon completion of the charter flight(s), OJ shall invoice Client for all actual charges, expenses, and advances. Payment shall be due upon presentation of the invoice and shall be paid within 24 hours without deduction or setoff except for any amount previously paid for anticipated charges, unless otherwise agreed or set out in the invoice. Should such invoice not be paid within 24 hours upon receipt, OJ will automatically, and without further notice, charge Client's credit card the balance plus a five (5) percent late payment fee. OJ reserves the right to authorize the hold on the credit card guaranteeing payment and/or charge the credit card for all agreed upon charges plus a five (5) percent fee in OJ's sole discretion.

In the event a credit card is not provided or not chargeable and the due payment is not received within 24 hours, extra collection cost of 15% will be due. Client shall pay interest at the rate of one and one half percent (1,50 %) per month on all invoice amounts outstanding for more than thirty days after the invoice date from the due date until the date of payment.

If the Client account should be referred to collection, or if Client otherwise breaches the terms, conditions, or provisions of the Charter Agreement and/or Flight Booking, the Client shall be responsible for the reasonable costs of OJ to pursue its remedies, including attorney's fees, expenses, and interest charges hereunder.

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3. OPERATION OF THE FLIGHTS AND EMBARKATION

3.0 Operational control of all charter flights arranged via Orange Jets is provided by licensed Carriers, certified to operate the Flight under a valid Air Operator's Certificate issued by the Civil Aviation Authority (CAA) of the country of aircraft registration in accordance with the European Aviation Safety Association (EASA) or foreign equivalent standards and regulations based on the International Standard for Business Aircraft Operations (IS-BAO) and International Civil Aviation Organization's (ICAO) International Standards and Recommended Practices.

3.1 The operation of the Flight Schedule will be subject to OJ's flight contract and/or Flight Booking-terms and to the third party Operator's terms and conditions of carriage. All Flights are conditional on the grant and continued retention of, and are subject to the terms and conditions of (i) the relevant air transport license issued to the Carrier by the relevant authority and (ii) any further licenses or registrations which may be required for the operation of the Flight, whether required under the laws or regulations of the state in which the Aircraft is registered or any other state to, from or over which the Aircraft will be flown in the course of the Flight.

3.2 The Charterer shall ensure that passengers and their baggage and any cargo shall be at the specified check-in point at the departure airport not later than the Check-in Time and that all passengers possess all required Traffic Documents, identity documents, passports, visas and other documents required by the Carrier and authorities of states of departure, overfly, transit and arrival of the Flight for the transportation of them, their baggage and any cargo. In the event that any passenger of the Charterer is refused entry at any destination airport, the Charterer shall indemnify and keep indemnified Orange Jets, its officers and employees and agents against any and all cost or expense whatsoever incurred by Orange Jets in respect thereof (including but not limited to charges, fee, penalties, imposts or other expenses levied upon the Carrier and passed on to Orange Jets) or of any arrangements made by the Carrier and/or Orange Jets to return such passenger to the country from which such passenger was originally carried.

3.3 If the Aircraft, for any reason, whether before or after the commencement of the Flight Schedule, becomes incapable of undertaking or continuing all or part of the Flight Schedule, the Operator may at its absolute discretion substitute one or more aircraft of the same or another type and the terms of the Agreement remain unaffected.

3.4 If the performance of the Flight Schedule is prevented or delayed by the Charterer or anyone acting on its behalf including (but not limited to) any passenger arriving later than 30 minutes before the STD, the Operator may at its absolute discretion and without liability depart as scheduled or delay departure. Any additional expense attributable to such delays shall be borne by the Charterer.

In the event that any passenger of the Charterer fails to arrive in sufficient time to be carried on the Flight (notwithstanding any efforts made by Orange Jets or the Carrier to re-schedule the Flight), Orange Jets and/or the Carrier shall be under no liability whatsoever to the Charterer or to such passenger. If the Carrier, in its absolute discretion, arranges for any such passenger to be carried on an alternative flight or routing, the Charterer shall pay on demand to Orange Jets such additional sum that the Orange Jets may specify for each such passenger to cover any additional charges levied by the Carrier.

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3.5 In the event of non-performance of the Charter Agreement or delay beyond the control of the Operator or OJ, caused by actions of third parties, labour difficulties, force majeure, including (but not limited to) inclement weather or technical breakdown or accident to the Aircraft or any part thereof, or any machinery to be used in relation to the Aircraft, the Operator shall use all reasonable endeavours to perform or continue the Flight Schedule but otherwise shall have no liability to the Charterer whatsoever.

3.6 In the event of non-performance of the Charter Agreement or delay under Clause 3.5 above, the Charterer shall be liable to pay to Orange Jets such proportion of the Charter Price as shall apply to that part of the Flight Schedule which has been performed. If the Aircraft for any reason is diverted from any airport, aerodrome or destination shown in the initial Flight Schedule to another, the journey to the scheduled destination shall be deemed to be complete when the Aircraft arrives at such other destination.

3.7 The Captain of the Aircraft shall have absolute and complete discretion:

3.7.a to refuse* any passenger(s), baggage, cargo or any part thereof;

3.7.b to decide what load may be carried on the Aircraft and how it shall be distributed;

3.7.c to decide whether and when a flight may be safely undertaken and where and when the Aircraft shall be landed.

The Charterer shall accept all such decisions as final and binding.

* If the Captain, in its absolute discretion, arranges for any such passenger, baggage, cargo or any part thereof to be carried on an alternative flight or routing, the Charterer shall pay on demand to Orange Jets such additional sum that the Orange Jets may specify for each such passenger or cargo to cover any additional charges levied by the Carrier.

3.8 The Charterer shall ensure that any goods to be transported are sufficiently and properly packed for carriage and shall supply adequate tie-down material and equipment taking into account all reasonable demands of the Operator and the Captain and where necessary complying with IATA "Dangerous Goods Regulations".

3.9 All ground and operating personnel, including cabin staff, are authorized to take orders only from the Captain and/or the Carrier unless specific written agreement shall first have been obtained from the Carrier whereby certain defined instructions may be accepted by such personnel from the Charterer.

3.10 Subject always to the Carrier's conditions of carriage, in the event that a passenger's conduct, behavior or health is deemed by the Captain of the Aircraft to cause, or be likely to cause, discomfort or nuisance to other passengers or jeopardize the safety of the passengers and/or the Aircraft, then the Captain of the Aircraft shall be entitled to take any action deemed necessary to procure the safety of the passengers and Aircraft including, but not limited to diverting or returning to the airport of departure and/or removing the passenger(s) in question. If such action is deemed necessary, Charterer shall compensate Orange Jets against any loss incurred by Orange Jets as a result of such diversion and removal.

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4. CANCELLATION AND TERMINATION

4.1 The Charterer may cancel the Charter Agreement at any time prior to or after the STD by notice in writing to Orange Jets. Upon such cancellation, the Charterer will be obliged to make payment to Orange Jets according to "cancellation policies" set out below (4.4).

4.2 As stated in Clause 2.5 Orange Jets may terminate the Agreement immediately by notice in writing if the Charterer becomes insolvent or otherwise unable to pay debts.

4.3 If Orange Jets terminates the Agreement under this Clause, the Charterer shall be liable for cancellation charges in accordance with Clause 4.1.

4.4. Cancellation Policies:

Non-confirmed cancelled reservations are chargeable to the Client, immediately effective from booking:

- 25% of total Quoted Charter Price 365-7 Days prior to the first scheduled Departure time (minimum €500,-);
- 35% of total Quoted Charter Price 7-4 Days (168-96 hours) prior to the first scheduled Departure time (minimum €1000,-);
- 45% of total Quoted Charter Price 4-2 Days (96-48 hours) prior to the first scheduled Departure time (minimum €1500,-);
- 60% of total Quoted Charter Price 2-1 Days (48-24 hours) prior to the first scheduled Departure time (minimum €2000,-);
- 75% of total Quoted Charter Price 1 Day (less than 24 hours) prior to the first scheduled Departure time (minimum €2500,-);

Confirmed reservations cancelled prior to the departure will be charged. Customer shall pay the following cancellation charges if notice of cancellation is received:

- (i) At least 72 hours before the first scheduled Departure Time, 50% of total Quoted Charter Price;
- (ii) 72 to 48 hours before the first scheduled Departure Time, 75% of total Quoted Charter Price;
- (iii) 48 to 24 hours before the first scheduled Departure Time, 90% of total Quoted Charter Price;
- (iv) 24 hours up to the first scheduled Departure Time, 100% of total Quoted Charter Price;
- (v) "No Show" from ANY scheduled Departure Time (whether or not notice is given), 100% of total Quoted Charter Price;

A reservation is considered to be confirmed once full payment is received. Confirmed flight reservations may not be cancelled after the first scheduled Departure Time and are subject to a 100% Cancellation Charge effective immediately upon confirmation of the flight. Notification of cancellations must be in writing and transmitted immediately by facsimile to: +31 (0) 725-122-065, or by email to: contracts@orangejets.com. Attention: Flight Contracts Department.

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NOTICE – EU COUNCIL REGULATION 889/2002: Where the Carrier is a Community Air Carrier EU Council Regulation 2027/97 as amended by EU regulation 889/2002 shall govern the liability of such carrier.

NOTICE – EU COUNCIL REGULATION 261/2004: Where the Carrier is a Community Air Carrier EU Council Regulation 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights may apply to the Flight

NOTICE – WARSAW/MONTREAL CONVENTIONS LIABILITY FOR BAGGAGE, CARGO, INJURY OR DEATH

The Flight may be governed by the International Convention for the Unification of Certain Rules Relating to International Carriage by Air as amended (the "Warsaw Convention") as amended and supplemented and/or by the rules and regulations established by the Montreal Convention on the Unification of Certain Rules for International Carriage signed in Montreal on 28th May 1999 ("the Montreal Convention") which rules and limitations shall, to the extent such Warsaw Convention and/or the Montreal Convention is/are applicable, apply to the Flight(s) conducted by the Carrier.

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For more information, please contact the Orange Jets Operations Center via email charter@orangejets.com or call direct on +31 (0)72 763 0 714