

Charter General Terms and Conditions

I. GENERAL AND APPLICATION

The following General Terms and Conditions (hereafter "GTC") are part of any quotation (hereafter "Quotation") and/or charter confirmation (hereafter "Confirmation") and together forming the charter agreement between Premium Jet and the customer. Changes to these GTC are valid only when expressly agreed to in writing by Premium Jet AG (hereafter "Premium Jet").

II. BINDING CONTRACT AND RESERVATIONS

Premium Jet shall not be legally bound towards a customer unless the customer has received a Confirmation validly signed by Premium Jet.

Reservations of flights will only be held following receipt of a countersigned quotation. Flights costing above EUR 200'000 will only be confirmed once a 10% non-refundable deposit has been received by Premium Jet.

III. AVAILABILITY / EMPTY LEGS

The subject of the charter agreement is the transport of passengers and/or goods from the point of departure to the point of destination as stated in the Confirmation.

Premium Jet, at its sole discretion, reserves the right to utilize available empty capacity (so-called "Empty Legs") the plane has, including on any positioning flights before, during or after the period in which the aircraft is made available to the customer to sell them to a third party – without any compensation to the customer.

IV. PRICE

The confirmed price includes:

- all aircraft related costs (i.e. crew, fuel, air navigation fees, airport charges etc.);
- VIP-catering according to the time of day and the duration of the flight; and
- passenger insurance and passenger taxes.

The price excludes any additional items, services or charges, for example (without limitation):

- de-icing (at the airport of departure and on the corresponding positioning flights);
- war risk insurance;
- upscale catering wishes (e.g. caviar, special wines and spirits etc.);
- cleaning and repair costs in the event of damage caused by the customer;
- any other special requirements (e.g. satellite phone and on-board internet, if and where available, costs for extending opening hours, visa costs, any customs fees and taxes etc.);
- transfer of passengers to and from airports; or
- costs incurred due to changes made after the date of the Confirmation, client-side non-compliances, any event of Force Majeure.

The abovementioned will – if applicable at all – be invoiced separately.

V. PAYMENT

Unless otherwise agreed in writing, the customer shall pay the full charter price by cleared funds received into Premium Jet's bank account by no later than 48 hours prior to departure. Failure to do so entitles Premium Jet to cancel the flight with the cancellation fees set forth in VI. below applying.

VISA, Mastercard and American Express will be accepted as payment of the charter price or as a guarantee for its reservation.

Any fees in connection with the payment of the charter price will be fully borne by the customer.

VI. CANCELLATION FEES

In the event of cancellation or partial cancellation the execution of the charter agreement, depending on the timeframe of cancellation or in the event of a 'no show', the following cancellation fees become due and payable (calculated from the agreed price of the cancelled flight schedule or the relevant part thereof):

- after the date of the Confirmation: 10%
- less than 15 days prior to departure: 25%
- less than 72 h prior to departure: 50%
- less than 48 h prior to departure: 75%
- less than 24 h prior to departure: 100%

Cancellation by the customer shall be notified by electronic mail to charter@premiumjet.eu, and the time of cancellation is considered to be the time Premium Jet actually receives the corresponding email.

Premium Jet has the right to charge the customer for any costs incurred in connection with a cancellation, including, but not limited to, positioning flights, ground services, crew costs, permission fees and other costs directly related to flight preparation.

VII. CONFIRMATION CHANGES

If the customer wishes to change the confirmed schedule, Premium Jet will use best endeavors to comply with the customers' requirements, provided that applicable aviation regulations, air traffic control requirements and crew duty and rest time restrictions can be complied with and such changes do not conflict with any other bookings.

VIII. OBLIGATIONS OF THE CUSTOMER

The customer shall provide Premium Jet with a passenger list (including passport details) as soon as possible after booking but in any case prior to the departure.

The customer confirms having sought and received the passengers' consent to the processing of their personal data by Premium Jet. The processing of the passenger's personal data only occurs for the purposes of performing the carriage contract. Premium Jet will only transfer such personal data to third parties within the limits of the applicable data protection legislation.

The customer shall comply with and ensure that all passengers accompanying observe and comply with all applicable laws, regulations, orders (including, but not limited to, internal regulations or orders issued by Premium Jet from time to time) decrees, instructions, permits, licenses and authorities issued for the flights and/or issued by any competent governmental or other

authority. This shall include, but not be limited to, customs, police, public health and all other pertinent regulations and authorities in the countries in which the aircraft departs and lands, and that such passengers comply with all pertinent requirements, documentary or otherwise, with respect to themselves or their baggage, and pay all taxes and duties that may be imposed on such passengers in connection with their baggage or otherwise.

Premium Jet accepts no responsibility with regard to a breach by the customer of any obligations contained herein and, in addition, shall hold Premium Jet fully harmless for any damage, costs and expenses incurred in connection with any such breach.

IX. FORCE MAJEURE / REPLACEMENT AIRCRAFT

Premium Jet will use best endeavors to comply with the confirmed schedule, aircraft and routing. However, delays or disruptions may occur due to flight safety, air traffic control, war, military operations, strikes, weather events, technical reasons (up to and including an AOG ("aircraft on ground"), being a consequence of any technical defect preventing the aircraft from flying) or other events beyond the control of Premium Jet, which prevent it from complying with any of its obligations under these GTC.

Premium Jet is entitled to postpone or redirect the flight or provide the customer with another aircraft, should any such occurrences arise or the booked aircraft becomes unavailable.

Any costs arising from any such occurrences (including, but not limited to, the cost of arranging an alternative aircraft) will be invoiced separately. If these costs including, but not limited to, any costs for the return of the booked aircraft back to its home base, in case the above occurs en-route, are less than the amount agreed for the original flight schedule, Premium Jet shall credit the difference to the customer.

Premium Jet shall not be liable for any damages to the customer, its passengers or any third party arising from any such delay or change and, in addition, the customer shall hold Premium Jet fully harmless for any damage, costs and expenses incurred in connection with a claim made by a passenger or any other third party.

X. TERMINATION

Termination/cancellation/stoppage of the flight can occur at any given time at Premium Jet's absolute discretion and without notice if:

- it is necessary for reasons of onboard safety or security;
- the carriage may endanger the health and safety of the crew;
- a passenger is not in possession of valid travel documents;
- a passenger damages the interior and/or exterior of the aircraft;
- a passenger harasses one or more crew members in a sexual or otherwise unacceptable way;
- a passenger exposes himself /herself, other persons or objects to danger; or
- a passenger does otherwise not comply with applicable law or regulations of the country of departure, overflight and/or destination;

If a termination/cancellation/stoppage occurs for one of the aforementioned reasons, Premium Jet shall have the right to charge the passenger or customer for the full flight and any additional costs. In addition, the customer shall hold Premium Jet fully harmless for any damage, costs and expenses incurred in connection with any of the aforementioned acts or omissions.

XI. LIMITATIONS OF LIABILITY

Unless in the event of Premium Jet acting wilfully or grossly negligently, Premium Jet's liability for death or injuries of the passengers, loss or damage of the luggage or any other passengers' belongings as well as for any other damage is limited to the fullest extent possible under applicable law.

XII. CAPTAIN'S DISCRETION

The captain of the aircraft remains exclusively in command of the aircraft and shall have complete discretion concerning all technical and safety matters, both around and in the aircraft and for all phases of the flight including take off, in flight and landing.

XIII. PASSENGER BAGGAGE

The passenger baggage weight and numbers are limited for flight safety reasons and vary between aircraft types.

The customer agrees that certain items or equipment is not permitted on board the aircraft, as specified in the IATA's regulation on dangerous goods (DGR) Table 2.3.A "Provisions for Dangerous Goods Carried by Passengers or Crew".

XIV. PETS AND SMOKING ON THE AIRCRAFT

Smoking and the transport of animals may be prohibited on flights depending on the individual aircraft.

XV. SUB-CHARTER CONTRACTS

In the event that the confirmed aircraft is operated by a company other than Premium Jet (also referred to as "Subcharter Flight"), the terms and conditions of carriage of that company (including its cancellation policy) will apply.

XVI. NO SET-OFF

The customer shall not be entitled to set-off any claim the customer may have against Premium Jet against any claims of Premium Jet including, but not limited to, any claim for payment in connection with the charter agreement.

XVII. SEVERABILITY

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

XVIII. APPLICABLE LAW and JURISDICTION

These GTC are exclusively governed by and construed in accordance with the laws of Switzerland including applicable treaty law (*Staatsvertragsrecht*) but excluding the UN Convention on the Sale of Goods (CISG) and any conflict of law rules. Any disputes arising from or in connection with the present contract shall exclusively be submitted to the competent courts of the Canton of Zurich.

Zurich, March 2022