

Terms and Conditions Aviation For Professionals BV

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Article 1. GENERAL CONDITIONS

DEFINITIONS

In this Agreement unless the context otherwise requires:-

"Agreement" means this Passenger Aircraft Charter Agreement including the Schedule and any appendices or attachments there to;

"Aircraft" means any aircraft for the time being operated in connection with any Flight;

"Base Date" means the base date stated in the Schedule;

"the Carrier" means the operator of the Aircraft;

"Charter Price" means the amount (currency EUR) set out in the Schedule;

"Flight" means a flight described in the Schedule;

"Schedule" means the schedule to this Agreement; and

"STD" means the scheduled departure time of any Flight.

Article 2. CHARTER PRICE AND PAYMENT

2.1 The Client shall pay to Aviation For Professionals BV the Charter Price at the time, in the currency, in the amounts and to the address specified in accordance with the provisions set out therefore in the Schedule.

2.2 In the unlikely event of a substantial increase in fuel costs, between the Base Date of the agreement and the date of Flight operation, the Client may be required to pay to Aviation For Professionals BV such amount as shall fully compensate Aviation For Professionals BV for such increase.

2.3 Time of payment of the Charter Price shall be of the essence of this Agreement.

2.4 No set-off or counterclaim (whether arising in respect of this Agreement or any other carriage) shall entitle the Client to withhold payment of any sums whatsoever payable to Aviation For Professionals BV under or by reason of this Agreement. In the event that the Client is required to withhold any part of any payment payable by it to Aviation For Professionals BV hereunder or to make any deduction there from, it shall pay such additional amount as may be necessary so that, after making such withholding or deduction, Aviation For Professionals BV shall receive from the Client the full amount of such payment.

2.5 Demurrage / Standing Charges may be levied in exceptional circumstances, at the equivalent hourly flying rate to the Charter Price for the Aircraft.

Article 3. AIRCRAFT AND CREW

3.1 Aviation For Professionals BV shall procure the Carrier to provide the Aircraft at the commencement of the Flight properly manned and equipped fuelled and airworthy in accordance with the laws and regulations of the state of registration of the Aircraft and the Aircraft shall be operated in accordance with all applicable laws and regulations during the period of the Flight(s). In the event that any Flight is delayed through no fault of Aviation For Professionals BV or the Carrier, the Client shall pay to Aviation For Professionals BV demurrage at the rate set out in the Schedule.

3.2 The times shown in the Schedule are approximate and not guaranteed and the Carrier is entitled to deviate from the Flight schedule and/or the duration of the Flight and/or to reduce the maximum payload. The captain of the Aircraft shall have complete discretion concerning preparation of the Aircraft for flight, whether or not a Flight shall be undertaken or abandoned once undertaken, any deviation from proposed route, where landing shall be made and all such other matters relating to the operation of the Aircraft and the Client shall accept all such decisions as final and binding.

3.3 All ground and operating personnel including cabin staff are authorized to take orders only from 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 Client.

3.4 Aviation For Professionals BV may at its discretion and without prior notice substitute the Aircraft and/or the Carrier and such substitute aircraft and substitute carrier shall, for the purposes of this Agreement, be the Aircraft and the Carrier hereunder.

Article 4. TRAFFIC DOCUMENTS

Aviation For Professionals BV shall procure that the Carrier shall supply or procure the supply of passenger tickets, baggage checks, air waybills and all other necessary documents relating to the carriage undertaken pursuant to this Agreement and the Client shall give to Aviation For Professionals BV all necessary information and assistance to complete such documents as soon as possible after the making of this Agreement and, in any event, in sufficient time to be completed for issue to passengers.

Article 5. FLIGHT TIMES, LOADING AND EMBARKATION

5.1 The Client shall be solely responsible for ensuring that passengers and their baggage arrive at the specified check-in point at the departure airport in sufficient time to be carried on any Flight. In the event that any passenger of the Client fails to arrive in sufficient time to be carried on the Flight Aviation For Professionals BV shall be under no liability whatsoever to the Client nor to such passenger. Aviation For Professionals BV shall be under no obligation hereunder to make any alternative arrangements for any such passenger. If the Carrier, in its absolute discretion, arranges for any such passenger to be carried on a later flight, the Client shall pay on demand to Aviation For Professionals BV such additional sum that Aviation For Professionals BV may specify for each such passenger to cover applicable passenger taxes and the administrative costs of the Carrier and Aviation For Professionals BV thereby incurred.

5.2 In the event of any delay (other than any delay for technical reasons the responsibility for which shall lie with the Carrier) deviation or diversion of any flight, the Client 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 Client's passengers wherever and howsoever the same shall arise. All such costs, expenses, losses, damages or liabilities incurred by Aviation For Professionals BV shall be reimbursed by the Client to Aviation For Professionals BV on demand.

5.3 In the event that any passenger of the Client is refused entry at any destination airport, the Client shall indemnify and keep indemnified Aviation For Professionals BV, its officers, employees, agents and Aviation For Professionals BV against any and all cost or expense whatsoever incurred by Aviation For Professionals BV in respect thereof (including but not limited to charges, fee, penalties, imposts or other expenses levied upon the Carrier or Aviation For Professionals BV by any immigration authority) or of any arrangements made by the Carrier and/or Aviation For Professionals BV to return such passengers to the country from which such passenger was originally carried.

5.4 In the event that: any agreement between the Carrier and Aviation For Professionals BV in respect of the Aircraft is terminated for whatever reason; or the Aircraft is detained (whether lawfully or not) by any third party (including but not limited to detention by any aviation or airport authority, over flight authority or by way of lien or requisition for hire or otherwise); or the Carrier has an administrator, receiver, administrative receiver, trustee or other like person appointed over a part or all of its assets or business (or any event analogous thereto occurs in any jurisdiction in which the Carrier conducts its business) and as a result the Carrier is unable to perform the Flights at the same cost to the Carrier; or if the Carrier becomes insolvent, enters into voluntary liquidation or is compulsorily wound up (or any event analogous thereto occurs in any jurisdiction in which the Carrier conducts its business); or the Carrier, for whatever reason, fails to hold or maintain an Air Operator's Certificate then Aviation For Professionals BV shall use its reasonable endeavors to find an alternative carrier to operate such flights as may be affected by the occurrence of any of the above events ("the Affected Flights"), at the same cost to the Client.

5.5 In the event that Aviation For Professionals BV is unable so to do, Aviation For Professionals BV shall (subject to the provisions of Clause 10 hereof and provided that the Client has duly fulfilled its obligations hereunder) refund to the Client such part of the Charter Price previously paid by the Client as relates to the Affected Flight(s). In the event that Aviation For Professionals BV is able to arrange an alternative carrier to operate the Affected Flight(s), but only at an additional cost, Aviation For Professionals BV shall notify the Client forthwith and the Client shall have the option to charter the Aircraft operated by the alternative carrier provided that, if it so elects, it shall pay to Aviation For Professionals BV such additional costs upon demand. If the Client does not so elect, Aviation For Professionals BV shall, (subject to the provisions of Clause 10 hereof and provided that the Client has duly fulfilled its obligations hereunder), refund to the Client such part of the Charter Price previously paid by the Client as it relates to the Affected Flights and Aviation For Professionals

BV shall thereupon be under no further obligation to the Client in relation to the Affected Flights.

Article 6. OBLIGATIONS OF THE CLIENT

6.1 The Client shall comply in all respects with the conditions of all permits; licenses and authorities granted for the Flights and will procure such compliance on the part of all its passengers.

6.2 The Client shall hold harmless and indemnify Aviation For Professionals BV against all claims, demands, liabilities, actions, proceedings and costs of any kind whatsoever arising from any default on the part of the Client or any passenger of the Client in complying with any of the provisions of this Agreement.

6.3 The Client shall be responsible for the issue and delivery of all necessary passenger tickets, baggage checks and other necessary documents to all passengers.

6.4 The Client shall comply and shall procure that all its passengers shall comply with all applicable customs, police, public health, immigration and other lawful regulation of any state to/from or over which the Aircraft is or may be flown.

Article 7. EXCLUSION OF LIABILITY/INDEMNITY

7.1 Aviation For Professionals BV shall be under no liability to the Client or to any passenger of the Client in respect of any variation to or cancellation of any Flight or the non-availability of any seats which results from the acts or omissions of the Carrier, or for any failure by the Carrier to perform any Flight and the Client hereby acknowledges to Aviation For Professionals BV that in any such event the Client shall only have recourse against the Carrier.

7.2 Aviation For Professionals BV shall be under no liability to the Client for any failure by it or by the Carrier to perform their respective obligations under this Agreement arising from force majeure, labor disputes, strikes or lock-outs or any other cause beyond the control of Aviation For Professionals BV or the Carrier including accidents to or failure of the Aircraft, its engines, or any other part thereof or any machinery or apparatus used in connection therewith.

7.3 The Client shall indemnify Aviation For Professionals BV against any claim by any passenger of the Client arising out of any such variation, cancellation, non-availability or failure to perform provided always that if Aviation For Professionals BV shall receive any refund from the Carrier in respect of any such varied cancelled or unperformed Flights or unavailable seats which have already been paid for by the Client, Aviation For Professionals BV shall (subject to the provisions of Clause 10 hereof and provided always that the Client shall have duly fulfilled its obligations under this Agreement), repay such refund to the Client.

7.4 The Client shall indemnify Aviation For Professionals BV against any loss, damage, liabilities, costs or expenses of whatsoever nature caused to be suffered or incurred by Aviation For Professionals BV and its officers, employees Aviation For Professionals BV or subcontractors arising out of any act or omission of the Client or its officers, employees or Aviation For Professionals BV whether arising in contract or tort (including negligence) or otherwise.

7.5 Neither the Carrier nor Aviation For Professionals BV shall be deemed to undertake any carriage to which this Agreement relates as a common carrier.

7.6 Carriage performed under this Agreement shall be subject to the conditions of carriage contained or referred to in the traffic documents of the Carrier including its General Conditions of Carriage. This Agreement and the carriage there under on international flights is governed by the rules and limitations established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, Poland, on October 12, 1929, as amended by the Protocol signed at The Hague, Netherlands, on September 28, 1955 (herein collectively called the "Warsaw Convention") 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) hereunder. Except as specifically provided by the Warsaw Convention and/or the Montreal Convention, Aviation For Professionals BV shall not be liable for any death wounding or personal injury or claim of whatsoever nature whether for death or bodily injury or for delay or loss of or damage to or delay of baggage or cargo whether arising in contract or in tort whether occasioned by Aviation For Professionals BV or the Carrier, or their respective officers, employees or agents and the Client hereby waives all rights or claims against Aviation For Professionals BV and discharges Aviation For Professionals BV, its officers, employees and agents from any such claim as aforesaid except to the extent the same is caused by the willful misconduct or gross negligence of Aviation For Professionals BV, its officers, employees or agents.

Article 8. TERMINATION

This Agreement may be terminated immediately upon notice from Aviation For Professionals BV to the Client upon the occurrence of any of the events specified below:-

8.1 the Client defaults in the payment of any amount payable hereunder on due date; or

8.2 the Client is in breach of any of its other obligations hereunder which if capable of remedy has not been remedied within 14 days of receipt of written notice from Aviation For Professionals BV requiring remedy of such breach; or

8.3 the Client admits in writing its inability to pay or becomes unable to pay its debts; or

8.4 a petition is presented for an administration order to be made up in relation to the Client; or

8.5 proceedings are started or any steps are taken for the winding-up or dissolution of the Client or for the appointment of a receiver, administrative receiver, trustee, supervisor or similar officer of the Client or any or all of its revenues and assets, or the Client is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1996 (England); or

8.6 an encumbrance takes possession of any of the Client's revenues or assets, or any security created by the Client becomes enforceable and the mortgagee or charge takes steps to enforce the same (including without limitation by appointing a receiver or administrative receiver to any of the assets of the Client); or

8.7 the Client convenes a meeting or takes any steps for the purpose of making or proposes to enter into or make any arrangement or composition for the benefit of its creditors; or

8.8 a distress or other execution is levied or enforced upon or against any part of the Client's property; or

8.9 the Client suspends or ceases or threatens to suspend or cease to carry on its business or (except in the ordinary course of business) it sells, leases, transfers or otherwise disposes of or threatens to dispose of all or any substantial part of its undertakings or assets (whether by a single transaction or by a series), or all or any substantial part of its assets are seized or appropriated by or on behalf of any governmental or other authority or are compulsory acquired; or if anything analogous to the events referred to in 8.3 to 8.8 above occurs in any jurisdiction in which the Client conducts its business; or

8.10 in the opinion of Aviation For Professionals BV a material adverse change occurs in the business, assets, condition, operations or prospects of the Client; or

8.11 any of the events specified in this Clause 8 occur in relation to any guarantor of the Client's obligations hereunder.

8.12 CANCELLATION - If the Client wishes to cancel any flight or flights, the following cancellation charges shall be paid forthwith by the Client to Aviation For Professionals BV as agreed compensation:

- · 25% of the Charter Price if cancelled more than 40 days prior to departure
- · 30% of the Charter Price if cancelled less than 40 days but more than 30 days prior to departure
- · 60% of the Charter Price if cancelled less than 30 days but more than 14 days prior to departure
- · 70% of the Charter Price if cancelled less than 14 days but more than 3 days prior to departure
- · 100% of the Charter Price if cancelled less than 3 days prior to departure

Note: These are our general cancellation terms, which may vary slightly depending on the aircraft contracted. Date of positioning flight is considered as date of departure (this may not always be the day of YOUR departure as it is occasionally necessary to position the previous day, to accommodate early departures, crew duty etc.)

Article 9. EFFECT OF DEFAULT

9.1 If this Agreement is terminated under Clause 8, then the Client shall (without prejudice to any other rights and remedies which Aviation For Professionals BV may have) pay forthwith to Aviation For Professionals BV all amounts then due and unpaid to Aviation For Professionals BV hereunder, together with interest thereon (if any) at the rate specified in the Schedule and the Client shall indemnify and keep Aviation For Professionals BV indemnified against all loss, damage, costs, expense, claim or liability incurred or sustained by Aviation For Professionals BV as a result of such termination and Aviation For Professionals BV shall be entitled to retain any initial deposit paid by the Client pursuant to any provisions therefore set out in the Schedule.

9.2 The Client shall indemnify the Carrier and Aviation For Professionals BV against any claims by any passenger of the Client arising out of the termination of the Agreement.

Article 10. SET-OFF AND APPLICATION OF MONEYS

Aviation For Professionals BV may at any time without notice to the Client at its discretion set-off any amounts paid by the Client to Aviation For Professionals BV hereunder against any amounts then due to Aviation For Professionals BV under this Agreement or against any amount due at such

time from the Client to Aviation For Professionals BV.

Article 11. GENERAL

11.1 Any notice required to be given under this Agreement shall be in writing and shall be deemed duly given if left at or sent by first class post or facsimile message to the address herein stated of the party to whom it is to be given. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or Public Holiday) next following the day of posting or if served by facsimile message upon the day such facsimile message is sent.

11.2 Time shall be the essence of this Agreement

11.3 This Agreement sets out the entire agreement and understanding between the parties or any of them in connection with the charter of the aircraft as described herein.

11.4 No party has relied on any warranty or representation of any other party except as expressly stated or referred to in this Agreement.

11.5 No claims shall be made against Aviation For Professionals BV in respect of any representation warranty indemnity or otherwise arising out of or in connection with the charter of the aircraft except where such representation, warranty or indemnity is expressly contained or incorporated in this Agreement.

11.6 No variation of this Agreement shall be effective unless made in writing and signed by both parties.

11.7 The Charter Price, payment terms and other commercial terms contained in this Agreement are confidential to the parties and may not be disclosed to third parties without prior approval.

11.8 No failure by Aviation For Professionals BV to exercise and no delay by Aviation For Professionals BV in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

11.9 The Client shall not be entitled to assign the benefit of this Agreement.

11.10 Aviation For Professionals BV shall not in any event be liable for any consequential or special damage or loss including loss of profit or anticipated profit arising from the performance or non-performance of any Flight or any of its obligations hereunder.

Article 12. INDEMNITIES TO SURVIVE TERMINATION

All indemnities contained within this Agreement shall survive the termination of this Agreement, howsoever occurring.