

General Terms and Conditions for Charter Operations

The following general terms and conditions (hereinafter referred to as “**Terms & Conditions**”) form an integral part of any and all charter quotes (the “**Quote**”) offered by swiss-acm charter GmbH, Widenacherstrasse 17a, 8156 Oberhasli, Switzerland (UID: CHE-184.576.921) (“**swiss-acm**”) to the charter customer (the “**Customer**”) to whom the Quote is addressed (swiss-acm and the Customer hereinafter collectively referred to as the “**Parties**” or each a “**Party**”). Once a Quote is accepted by the Customer and, if applicable, confirmed by swiss-acm (as further described in clause 12 hereinafter), such Quote, together with these Terms & Conditions shall form the transportation or charter agreement (the “**Charter Agreement**”). Any deviations from the Terms & Conditions must be agreed in writing.

A. Price and included services

1. The price offered in the Quote (the “**Price**”) is net and does not include any commission and/or tax. The Price includes all aircraft related costs, i.e. the costs for the aircraft (subject to adjustment as per clause 2 hereinafter) including crew, fuel, air navigation and airport charges, standard catering, passenger insurance and passenger taxes. Such Price is exclusive of costs for war risk insurance, de-icing, special catering wishes (e.g. special wine, caviar, spirits), satellite communications (including phone and internet) or required extension of opening hours.

2. Swiss-acm reserves the right to, at any time, provide the Customer with an alternative, comparable aircraft if the offered/booked aircraft is unavailable. In the event that additional costs incur due to a substitution of the aircraft, swiss-acm reserves the right to charge any additional costs incurred as a result of the substitution of the aircraft. In such event, swiss-acm shall inform the Client in writing about such

additional costs before the scheduled departure time as defined in the Charter Agreement (the “**Scheduled Departure Time**”). The client is then entitled to withdraw from the Charter Agreement free of charge within twenty-four (24) hours following the notification of such additional costs.

B. GENERAL CONDITIONS OF CARRIAGE

I. In General

3. The subject of this Charter Agreement is the provision of transport services for passengers and/or goods, from the point of departure to the point of destination as stated in the Quote, by swiss-acm to the Customer.

II. Applicability of Third-Party Conditions of Carriage

4. If swiss-acm engages any other operator to provide the agreed charter services, the conditions of carriage of that

operator shall apply together with the conditions of carriage stipulated in these Terms & Conditions. In such event, swiss-acm shall provide the Customer with these third-party conditions of carriage together with the Quote.

III. Passenger Identification

5. The Customer shall provide swiss-acm with the passenger list (including valid passport details) as soon as possible after the execution of the Charter Agreement but no later than twenty-four (24) hours prior to the Scheduled Departure Time. Notwithstanding the foregoing, the Customer shall be solely responsible for complying with all requirements necessary for entry or visa issuance.

IV. Flight Schedules

6. The Scheduled Departure Time, as well as the arrival and flight times are estimated times. Swiss-acm undertakes reasonable efforts to comply with the schedule. However, delays may occur at any time due to flight safety, operational or technical reasons, or other factors beyond swiss-acm's control. Swiss-acm reserves the right to postpone or re-schedule a flight, should any such occurrences arise. Swiss-acm shall not be held liable for any financial or emotional damages and/or consequential damages of the Customer, the passengers, the cargo or any third-party arising from such delay or change.

7. Swiss-acm reserves the right to use empty legs (e.g. ferry flights to the point of departure or from the destination) to provide charter services to third-parties without a refund to the Customer.

V. Carriage of Baggage and Pets

8. For flight safety reasons, the number and weight of baggage allowed is limited depending on the aircraft type. Dangerous items whose carriage is prohibited by law at

the place of departure and/or arrival, or which could jeopardize flight safety, cannot be accepted. A list of dangerous goods that are not allowed under any circumstances and further information can be found at: <https://www.bazl.admin.ch/bazl/en/home/passagiere/passenger-luggage.html>.

9. On Customer's request, swiss-acm may offer the carriage of pets. Pets may only be carried, if specifically mentioned in the Charter Agreement. Swiss-acm reserves the right to refuse transportation at any time for safety reasons. The Customer shall be responsible that the pet and all its documents comply with the legal requirements at the destination.

VI. Safety on Board

10. The pilot in command/captain of the aircraft shall be exclusively in command and always control the aircraft, and shall have complete discretion concerning all technical and safety matters, both around and in the aircraft during all phases of the flight, including take-off and landing. In particular, he shall make the decisions referred to in clause 8 and 9 herein above in compliance with the applicable law and aircraft industry regulations.

11. For safety reasons, smoking is not permitted on board of the aircraft.

C. CONCLUSION OF THE AGREEMENT, PAYMENT TERMS AND CANCELLATION

I. Acceptance of the Offer – Conclusion of the Charter Agreement

12. The Charter Agreement shall become effective only if the Quote is accepted by Customer within twenty-four (24) hours of receipt by returning the signed Quote to swiss-acm. If such signed Quote is received by swiss-acm later than twenty-four (24) hours upon Customer's receipt, the Charter

Agreement shall only be concluded if reconfirmed by swiss-acm in writing.

II. Payment Terms

13. Unless otherwise stated in the Charter Agreement or the invoice, the Price, together with any agreed additional charges, shall be paid in full by no later than the earlier of (i) the date following five (5) Business Days after the conclusion of the Charter Agreement, or (ii) twenty-four (24) hours prior to the earlier of (a) the Scheduled Departure Time, or (b) the scheduled departure time of the positioning flight, as applicable. "**Business Day**" shall mean a day other than a Saturday or Sunday, on which banks in Zurich, Switzerland are open for business.

14. Any payments to swiss-acm shall be made exclusively in the currency as stated in the Quote or the Charter Agreement.

15. In the event of late payments, swiss-acm reserves the right to charge default interest of five percent (5%).

16. In the event Customer cancels an agreed flight for reasons other than those mentioned in clause 2 herein above, swiss-acm shall be entitled to charge a cancellation fee (the "**Cancellation Fee**"), which shall be levied as follows:

In the event of a Light Cabin Class or Medium Cabin Class Aircraft (as defined on www.swiss-acm.ch/light-cabin-class-helicopters):

- 10% of the total amount as per the quote (the "**Total Amount**"), if cancelled more than forty-eight (48) hours prior to Scheduled Departure Time;
- 20% of the Total Amount, if cancelled less than forty-eight (48) hours but

more than twenty-four (24) hours prior to Scheduled Departure Time;

- 70% of the Total Amount plus all costs incurred in connection with already performed positioning flights, if cancelled less than twenty-four (24) hours prior to Scheduled Departure Time. Such additional costs are not required to be documented.

In the Event of a Large Cabin Class Aircraft (as defined on www.swiss-acm.ch/large-cabin-class):

- 20% of the Total Amount if cancelled after signing of the Charter Agreement but more than ninety-six (96) hours prior to Scheduled Departure Time;
- 30% of the Total Amount, if cancelled less than ninety-six (96) hours but more than forty-eight (48) hours prior to Scheduled Departure Time;
- 50% of the Total Amount, if cancelled less than forty-eight (48) hours but more than twenty-four (24) hours prior to Scheduled Departure Time;
- 80% of the Total Amount, plus all costs incurred in connection with already performed positioning flights, the extension of positioning flights to the next scheduled place of departure, catering and reservations, if cancelled less than twenty-four (24) hours prior to Scheduled Departure Time. Such additional costs are not required to be documented;
- 100% of the Total Amount, in the event of a no-show.

17. Swiss-acm shall transfer any balance, after deduction of the Cancellation Fee (the "**Cancellation Credit**"), to Customer within twenty (20) Business Days following the Scheduled Departure Time.

18. The Customer shall not be entitled to set-off the any Cancellation Credit against

any other claim he may have, for any reason, towards swiss-acm.

D. DAMAGES

19. The Customer shall be liable for any and all damages caused by the Customer or the passengers or pets, including the costs for deep cleanings, stain removals or other similar cleaning and maintenance work that becomes necessary as a result of improper use.

E. DATA PRIVACY

20. Personal data is handled in accordance with the applicable and valid Swiss data protection laws. In this regard, reference is made to swiss-acm's privacy statement, which is available on its website. The privacy statement can be amended unilaterally by swiss-acm at any time, which is why it is recommended to consult it regularly.

F. FURTHER PROVISIONS

I. Other Applicable Law

21. Mandatory national and/or international applicable legal provisions take precedence over these Terms and Conditions. In particular, reference is made to the Montreal Convention of May 28, 1999 (SR 0.748.411), or if this is not applicable, to the Warsaw Convention in its Hague Protocol version dated September 28, 1955 (SR 0.748.410.1), as well as the European Union Council Regulations (EC) 2027/97 dated 9 October 1997 (as amended by Council Regulation (EC) 889/2002 dated May 13, 2002) and 261/2004 dated February 11, 2004, and the Swiss Ordinance on Air Transportation dated August 17, 2005 (SR 748.411). These

regulations and conventions govern, in particular, the liability limits of swiss-acm.

II. Severability

22. If a provision of the Charter Agreement and/or these Terms & Conditions is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and instead of such provision, a substitute provision shall be stipulated which economically and legally reflects the purpose of such provision as closely as possible.

III. Governing Law

23. The Quote and/or this Charter Agreement shall in all respects be governed by, and construed in accordance with, the laws of Switzerland, including all matters of construction, validity and performance, without giving effect to its conflict of laws provisions.

IV. Jurisdiction

24. The courts of Dielsdorf, Zurich, Switzerland, shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including matters of validity, conclusion, binding effect, interpretation, performance or non-performance and remedies). Notwithstanding the foregoing, swiss-acm may choose to submit any such dispute, controversy or claim before the courts of any competent jurisdiction, but with the laws of Switzerland still remaining applicable.