

Arcus-Air-Logistic General Terms and Conditions (GTCs)

The following General Terms and Conditions of Arcus-Air-Logistic GmbH / Arcus-Air-Logistic SRO / Arcus-Air-Logistic Iberica SLU (each hereinafter referred to as "Company") shall apply to all contracts between the Company and the Client as further defined hereunder below.

DEFINITIONS AND INTERPRETATION

1. In these GTCs, the following words shall have the following meanings:

"Additional Services" mean services provided alongside the Flight by the Carrier or the Supplier on behalf of the Client.

"Aircraft" means the aircraft/s described under the quotation that is confirmed by the Client via the Confirmation.

"Agreement" means these GTCs, any Confirmation, any addendums, schedules and/ or annexes thereof accepted by both Parties, in each case as they may be supplemented or amended from time to time..

"Cargo" means the cargo described and detailed under the quotation that is confirmed by the Client via the Confirmation.

"Carrier" means the air carrier named under the quotation that is confirmed by the Client via the Confirmation.

"Charter Price" means the Charter Price confirmed by the Client via the Confirmation.

"Client" means the individual or entity contracting with the Company through the Confirmations.

"Confirmation" has the meaning as set out in clause 4 below.

"Convention" means whichever of the following apply:

- i. The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (referred to below as the Warsaw Convention).
- ii. The Warsaw Convention as amended at The Hague on 28 September 1955.
- iii. The Warsaw Convention as amended by Additional Protocol No.1 of Montreal (1975).
- iv. The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975).
- v. The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975).
- vi. The Guadalajara Supplementary Convention (1961).
- vii. The Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (referred to below as the Montreal Convention).

"Contract for Services" means the agreement with the Carrier and/or Supplier.

"Data Controller" has the meaning given to it in Data Protection Legislation.

"Data Processor" has the meaning given to it in Data Protection Legislation.

"Data Protection Legislation" means all applicable statutes, laws, secondary legislation, rules, regulations and guidance from a Supervisory Authority (or its UK equivalent) relating to privacy, confidentiality, security, direct marketing or data protection of Personal Data or corporate data (including any national laws implementing any such legislation (including Directives 95/46/EC, 2002/58/EC and 97/66/EC)), including the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI2003/2426), the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the General Data Protection Regulation. Without limiting the generality of the foregoing, Data Protection Legislation includes the applicable laws of the country and local jurisdictions from which the personal information originated, the

applicable laws of all countries and local jurisdictions through which the personal information travels and the applicable laws of all countries and local jurisdictions to which the personal information is directed.

"Data Subject" has the meaning given to it in Data Protection Legislation.

"Demurrage" means any demurrage or detention charges incurred whether in relation to the Aircraft, containers, and/or any equipment used in connection with or related to transportation by rail, road or water or otherwise in the amounts specified under the quotation that is confirmed by the Client via the Confirmation or as may be notified by the Company.

"Effective Date" means the date on which the Confirmation is given by the Client as per Clause 4 below.

"Flight" means the flights under the Flight Programme.

"Flight Programme" means the flight programme set out under the quotation that is confirmed by the Client via the Confirmation, as may be varied from time to time in accordance with the provisions of clause 21.

"Force Majeure" has the meaning set forth under clause 36 below.

"Group" means in relation to a company, that company, any subsidiary, parent, or affiliate from time to time of that company.

"Losses and Liabilities" means any and all direct and indirect costs (including the costs of investigating and defending any claims), expenses, payments, charges, demands, liabilities, claims howsoever arising (including claims arising out of the strict or absolute liability in tort), losses, damages, injuries, orders, awards, fines, proceedings, and judgments of whatsoever nature.

"Passenger" means any passenger travelling on a Flight scheduled under the Flight Programme, including the passengers accompanying the Cargo, if applicable.

"Personal Data" means any data or information relating to an identified or identifiable natural person, including any such data or information as defined in applicable Data Protection Legislation

"Process" means any operation or set of operations which is performed upon data or information (Personal Data), whether or not by automatic means, such as collection, access, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Relevant Authority" means any border control authorities, airport authorities, customs authorities, customs inspection stations and any other authorities having legal jurisdiction over any element of the Flight and/or Additional Services and/or the Passengers.

"Request for Change" has the meaning as set out in clause 21 below.

"Supplier" means any supplier of services (including logistic service provider) engaged by the Company on behalf of the Client to fulfil any of the Additional Services.

Each of the Company and the Client shall be referred to herein as a Party and collectively as the Parties.

2. In these GTCs: (a) a reference to a Party or a clause shall be to a Party subject to, or a clause of, these GTCs; (b) a reference to a person shall include a natural person, corporate or unincorporated body (whether or not having separate legal personality); (c) the words "include(s)" or "including" shall be deemed to have the words "without limitation" following them and (d) words in the singular include the plural and words in the plural include the singular.

3. These GTCs, the Confirmation and any schedules to the Agreement shall form an integral part thereof and shall have the same force and effect as any other provisions of the Agreement.

CONFIRMATION

4. When the Client requires a flight to be arranged, the Client will contact the Company by email / API or any other media through which the Company communicates with the Client for obtaining the options of the intended flight charters and the respective quotations. Upon such request from the Client, the Company will use reasonable endeavours to provide a quotation for such flight charter along with any terms and conditions applicable to such charter. Once the final quotation is acceptable to the Client, the Client will send its confirmation of the final quotation which incorporates the GTCs by email in writing ("**Confirmation**"). The Company shall not be obliged to procure such charter service until it receives the Confirmation from the Client.

RIGHTS AND OBLIGATIONS

5. The Company shall:
- 5.1 arrange for the Aircraft to be chartered from the Carrier for and on behalf of the Client in order to fulfil the Flight Programme;
 - 5.2 coordinate and assist in the exchange of information between the Carrier and the Client in relation to the Flight Programme, including coordinating the information regarding the Passengers/Cargo (the loading requirements) and the required overflight and landing permits;
 - 5.3 arrange for the provision of any Additional Services by one or more Suppliers;
 - 5.4 act as liaison between the Client and the Carrier and/or the Suppliers in relation to any amendments required to the Flight Programme, and/or the Additional Services and generally;
 - 5.5 pay the Carrier the price payable for the Flights and if applicable, the Supplier the price payable for the Additional Services, provided that the Client has paid the Company's invoice in respect of such Flights and Additional Services; and
 - 5.6 exercise reasonable care and skill at all times in performing this Agreement, including, in selecting a Carrier for the Flights and the Supplier(s) for the Additional Services but assumes no other duties (fiduciary or otherwise) to the Client unless specifically set out in this Agreement.

CLIENT

6. The Client represents, warrants and undertakes that the transportation of the Passengers and their baggage (if any) and the receipt, the delivery and transportation of the Cargo as the case maybe will not expose the Company or any member of the Group or any of their employees, servants, agents, insurers or reinsurers to any sanction, prohibition or penalty (or any risk of sanction, prohibition or penalty) whatsoever imposed by any state, country, international governmental organisation or other Relevant Authority.
7. The Client shall ensure that all Passengers or the Cargo carried on each Flight complies with all applicable customs (clearance and security screened if necessary), police, public health, immigration and other lawful regulations of the Relevant Authority of any country to and from which the Aircraft is to be flown on any Flight. The Client shall be solely responsible for ensuring that all Passengers are in possession of all necessary passports, visas, medical cards and any other documents required for entry into, transit or exit from any country to and from which the Aircraft is to be flown on each relevant Flight.
8. Where the Cargo, or any part thereof, consists of live animals, the Client shall ensure that the destination airport, as set out in the Agreement, is an authorised point of entry for live animals,

as designated from time to time by the applicable government, state or other competent authority.

9. The Client shall not be entitled to sell all or any part of the Aircraft seating capacity and/or corresponding baggage allowance or available Cargo capacity to any third Parties without the Company's and Carrier's prior written consent, which consent may in the Company's absolute discretion be withheld or granted subject to any condition.
10. The Company shall be under no liability to the Client (or any Passenger, any shipper, consignee, or any other party connected with the services) in the event that the Carrier or the Supplier refuses to carry any Passenger/Cargo or to provide any of the Additional Services as a result of any breach of the warranties, undertakings or obligations contained in clauses 6 to 9 or as a result of Carrier's or Supplier's know your customer and/or due diligence processes.

CARRIER

11. The Carrier shall be responsible for the operation of the Aircraft and the safe performance of each Flight and shall retain full operational control and possession of the Aircraft to enable it to do so. In particular, the pilot in command of the Aircraft shall have absolute discretion in all matters concerning the preparation of the Aircraft for the Flight, including but not limited to the load carried and its distribution, the decision whether or not a Flight shall be undertaken, the route to be flown and any deviation there from, the time and place where landings should be made and all other matters relating to the operation of the Aircraft, and the Client shall accept all such decisions of the pilot in command as final and binding. The Carrier reserves the right to utilise any additional unused space on the aircraft. The Client shall be liable to bear any additional costs incurred by reason of any diversion of the Aircraft caused either by adverse weather conditions or other cause beyond the control of the Carrier.

SUPPLIER

12. The Company will make the necessary arrangements to procure the Additional Services. The Supplier shall be solely responsible for the performance of the Additional Services. In particular, the Supplier shall have the right as to the means, route and procedure to be followed in the performance of the Additional Services itself or, to subcontract on any terms whatsoever, the whole or any part of the Additional Services.

CHARTER PRICE

13. The Charter Price is based upon:
- 13.1 the information and details set out under the quotation that is confirmed by the Client via the Confirmation. In the event any of the information and/or details are incorrect or any changes are requested by the Client, the Company reserves the right to amend the Charter Price accordingly and charge the same to the Client. The Company shall advise the Client of any such increase as soon as practicable.
 - 13.2 the costs calculated and known on the date of the quotation or the Base Date, if any (stated under the quotation that is confirmed by the Client via the Confirmation) and may be varied by the Company in accordance with the provisions of clauses 14 and 21.
14. If the cost of aviation fuel and/or the cost of fuel in relation to the Additional Services and/or taxes, duties, levies, charges (including, aircraft parking charges) or security costs included in the Charter Price increases (or a new duty, levy, charge or cost is introduced) between the Base Date or the date of the quotation and the date of any Flight and/or the date when the Additional Services are performed, the Client shall pay the Company a sum equal to any resultant increase to the Charter



Price, calculated as at the date of the Flight or the performance of the Additional Services (as appropriate). Wherever possible, the Company shall advise the Client of any such increase as soon as practicable after being notified by the Carrier and/or the Supplier.

PAYMENT

15. The Client shall make payment of the Charter Price, to the Company (as varied in accordance with clauses 14 and 21) at the times and in the amounts specified under the quotation that is confirmed by the Client via the Confirmation or as otherwise agreed in writing by the Parties. For Cargo capacity services on scheduled flights, no credit shall be applied if the Cargo presented for carriage does not fill the Cargo chartered capacity.
16. All payments required to be made by the Client pursuant to this Agreement, including the Charter Price and any payment in respect of any Demurrage or any other cost payable by the Client under this Agreement, shall be made in full without any withholding, deduction, abatement (such as, but not limited to, any deduction in respect of bank charges applied by the remitting or the beneficiary bank), delay, set-off or counterclaim of any kind whatsoever. The Company will apply sums paid by the Client, at its discretion, to any amount then outstanding from the Client. All amounts due under this clause shall be payable by the Client no later than seven (7) days or within such other period agreed between the Parties in writing upon receipt of the Company's invoice by means of electronic transfer or transfers of immediately available funds to the bank accounts set on such invoice and in the specified currency.
17. Any late payments (either fully or partially) that is not paid when due will accrue a default interest according to Article 288 of German Civil Code (§ 288 BGB). Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
18. Time for the making of all payments under this Agreement shall be of the essence.

TAXES AND OTHER CHARGES

19. Save as otherwise provided in the Agreement, the Charter Price does not include any applicable taxes, VAT (or local equivalent), or duties nor any other charges made by any Relevant Authority or any service provider in relation to the transportation of Passengers (including accompanying Passengers) or baggage or Cargo, including any royalties or non-objection fees, de-icing charges, ground or terminal handling charges, airport opening extension fees, unscheduled night stop fees, non-standard loading and/or unloading equipment charges (such as for use of cranes or other specialist loading equipment), horse stall fees, horse groom fees, Cargo taxes, Cargo service charges, airport cargo duty, charges relating to any unscheduled or alternate airport or extended stay aircraft parking together with costs incurred as a direct result of the same (including crew hotel, aircraft handling), Cargo screening charges, Cargo storage charges, insurance costs, the Carrier war risks insurance premiums, customs fees, or security charges at airports (whichever is applicable to Passenger or Cargo), all of which shall be charged to the Client and payable within seven (7) days as of receipt of the Company's invoice or within such other period agreed between the Parties in writing. The foregoing is not intended to act as an exhaustive list of fees and other fees may apply. In addition, the Charter Price does not (unless otherwise stated on the Agreement) include any changes to itinerary, use of airport VIP facilities, satellite telephone, wifi, aircraft hangarage, exceptional catering (vintage wines and champagnes).
20. If the Client is required to withhold tax from its payments to the Company in accordance with applicable law, the Client may

withhold, upon notice to the Company, income tax and/or other taxes from amounts due to the Company. In this case, the Client shall provide the Company with all relevant payment orders and tax receipts and shall, when making the payment to which the withholding relates, pay to the Company such additional amount as will ensure that the Company receives the same total amount that it would have received if no such withholding or deduction had been required.

VARIATION

21. The Company shall not be obliged to agree to any request by the Client to vary or delete any aspect of a Flight Programme ("Request for Change"). Any Request for Change to a Flight Programme will be subject to (i) the Carrier and/or the relevant Supplier's approval and (ii) the Client agreeing to pay the related increase (if any) in the Charter Price and any other consequential changes to the Flight Programme which may be required as a result of the Request for Change. The Company shall not be obliged to implement any Request for Change until both Parties have agreed in writing the variations to the Flight Programme needed to reflect the agreed increase in the Charter Price (if any) and other consequential changes to the Flight Programme.

FLIGHT TIMES AND DELAY

22. The Client acknowledges that (i) all flights are subject to weather conditions and the granting of all overflight, aircraft parking and traffic rights, airport slots and governmental approvals; (ii) the Aircraft may depart on schedule without any late or non-arriving or non-showing Passenger and Cargo; and (iii) the Carrier or its agents may inspect and examine the Cargo or any baggage belonging to any Passenger whether accompanied or not and may, without prejudice to the foregoing, refuse to carry any Cargo/ baggage considered to be unsuitable for carriage by air or by other mode whether by its nature or any applicable laws, orders or regulations of any country flown from, over or to.
23. The flight times and any other times specified in this Agreement in respect of the Additional Services are approximate and not guaranteed and in particular are subject to the timely granting of slots, required permits and clearances by relevant airport and regulatory authorities and receipt of any other authorisations required in connection with the performance of the Flight Programme and/or the Additional Services. If the Client assumes responsibility for acquiring any such permits, clearances or authorisations, it shall also be responsible for all Losses and Liabilities arising out of its failure to do so, including any charges levied by the Carrier and/or the Supplier.
24. In the event that the departure of any Flight and/or the performance of any Additional Services is delayed at the request of the Client or as a result of any act or omission of the Client (or any Passenger, shipper or consignee), the Client shall reimburse the Company in full for any Losses and Liabilities incurred by the Company as a result and any additional costs invoiced by the Carrier or any Supplier (including Demurrage). Payment for any such Losses and Liabilities or additional costs (unless specified otherwise) shall be made by the Client within seven (7) days of receipt of the Company's invoice or within such other period agreed between the Parties in writing.
25. In accordance with the provisions of the relevant Contract for Services, the Client shall be responsible for any and all Losses and Liabilities (including those related to storage of Cargo, accommodation, refreshments, meals and transportation as the case may be) arising out of any delay, deviation or diversion of any Flight and/or Additional Services.

CANCELLATION

26. The Client may cancel the entire Flight Programme and/or the Additional Services by paying to the Company the Cancellation



Charges stated below unless otherwise agreed in the Confirmation:

- for cancellation from 14 days to 72 hours before the planned takeoff, the Cancellation Charge is 50% of the Charter Price.
- for cancellation from less than 72 hours to 48 hours before takeoff, the Cancellation Charge is 75% of the Charter Price
- for cancellation less than 48 hours before takeoff, the Cancellation Charge is 100% of the Charter Price.

27. The applicable Cancellation Charge shall be paid as follows:

27.1 Where the Client has already paid the full Charter Price, the Company shall reimburse or credit to the Client the amount (if any) it is able to recover from the Carrier and/or the Supplier less the applicable Cancellation Charge.

27.2 Where the Client has not paid the Charter Price yet, the Client shall pay the applicable Cancellation Charge in full within seven (7) days of receipt of the Company's invoice or within such other period agreed between the Parties in writing and such payment shall be instead of paying the Charter Price.

If the Client wishes to cancel only part of the Flight Programme and/or the Additional Services, this will be treated as a variation and the provisions of clause 21 shall apply; if such a variation is agreed, the Client may be liable to pay to the Company the applicable Cancellation Charge.

28. If the Carrier and/or the Supplier cancels or otherwise does not perform a Flight and/or any of the Additional Services (other than as provided in clause 29) or does not make the capacity of the Aircraft available in full and such cancellation, non-performance or non-availability is not the result of any act or omission of the Client (or any passenger) or the Company, the Company shall promptly give notice thereof to the Client. In such circumstances, the Company's only obligation (including to any passenger) shall be, where the Client has already paid for the Flight and/or the Additional Services in question, to reimburse or credit the Client the amount (if any) that the Company is able to recover from the Carrier or the Supplier (less any non-reimbursable costs and expenses already incurred by the Company at the time of cancellation), as the case may be, which relates to such affected Flight and/or Additional Services. Notwithstanding the foregoing, upon agreement with the Client, where any Flight is unable to be performed or completed by reason of technical failure or other unavailability of the Aircraft (or where any Additional Service is unable to be performed for equivalent reasons), the Company shall use its reasonable endeavours to arrange, on behalf of the Client, for a substitute aircraft or additional service to be made available, subject to availability, time, airport accessibility, permits, slots and the Client's agreement regarding any additional costs being incurred. In such circumstances the term "Carrier" or "Supplier" herein shall include respectively any substitute air operator or supplier and the term "Aircraft" or "Additional Services" herein shall include respectively any substituted aircraft or additional services.
29. If the Carrier fails to perform a Flight or if a Supplier fails to perform any of the Additional Services because of its insolvency, the Client shall be entitled to a refund only if and to the extent that (i) the Company has not forwarded the amounts payable in respect of such Flight or Additional Services to the Carrier or the Supplier or (ii) the Company receives a refund of such monies from the Carrier or the Supplier excluding any costs incurred, owed or due.

LIABILITY

30. Unless otherwise expressly stated in these GTCs, the Company shall have no liability to the Client, its agents, passengers etc for:

- 30.1 any act or omission of the Carrier or the Supplier;

- 30.2 the performance by the Carrier or the Supplier of, or any failure by the Carrier or the Supplier to perform any of its obligations under the relevant Contract for Services;
- 30.3 any delay or variation to or cancellation of any Flight or any Additional Services, the deviation of any route or the non-availability of any passenger or Cargo space;
- 30.4 any loss or damage to the Cargo or any of the Passengers' baggage or any other property of the Client, loss of life or personal injury which arises during any Flight or the performance of any Additional Services and howsoever the same arises (whether caused by negligence or otherwise);
- 30.5 any loss of profit, loss of sales, loss of business, loss of goodwill or reputation, third party claims (in each case whether direct or indirect) or for any indirect, punitive, special or consequential loss;
- and the Client hereby agrees that upon the occurrence of any one or more of the causes or events listed in clauses 30.1 to 30.5, it shall only have recourse against the Carrier or the Supplier (as appropriate) and not against the Company.
31. Notwithstanding any other provision of this Agreement, the following provisions shall apply in relation to any liability asserted against the Company, (whether arising in tort (including negligence), breach of contract, breach of statutory duty or otherwise) under or in connection with this Agreement, performance or any failure or delay in performance of any of the Company's obligation under this Agreement, the maximum aggregate liability of the Company in respect of any such event shall be limited to the Charter Price paid by the Client.

INDEMNIFICATION

32. The Client shall hold harmless, defend and keep the Company, the Carrier and the Supplier indemnified from and against any and all Losses and Liabilities howsoever assumed, incurred or suffered by the Carrier, the Supplier, the Company, any member of the Group and/or any of their employees, servants, agents, subcontractors, insurers or re-insurers as a result of or in connection with:
- 32.1 any breach by the Client of any of the representations, warranties, undertakings or obligations contained in this Agreement;
- 32.2 any damage caused to, or injury suffered by, the Aircraft, any person or any other property carried on board the Aircraft and which in each case arises from any inherent vice condition of the Cargo or any act or omission of a Passenger;
- 32.3 any Passenger or Cargo being refused entry at any destination airport (including, but not limited to charges, fees, penalties or other expenses or in respect of any arrangements made by the Carrier or the Company to return such Passenger or to lawfully dispose of, store, or return Cargo to the country from which they were originally carried);
- 32.4 the Company acting in accordance with the Client's instructions;
- 32.5 without derogation from Clause 32.4, above, the Company becoming liable to any other party, including the Carrier and/or the Supplier, by reason of carrying out the Client's instructions;
- 32.6 all claims, costs and demands whatsoever and by whomsoever made or proffered, in excess of the liability of the Company under the terms of this Agreement, regardless of whether such claims, costs and demands arise from, or in connection with, the breach of contract, negligence or breach of duty of the Company, its employees, servants, sub-contractors, agents., insurers or reinsurers.

This clause shall survive the termination or expiry of this Agreement.



TERM AND TERMINATION

33. This Agreement shall take effect from the Effective Date and shall continue until the termination or expiration of the Flight programme(s) entered into under this Agreement.
34. Without prejudice to any other rights, including the right to claim any Loss and Liabilities, which the Company may have against the Client, the Company shall be entitled to without any liability (i) instruct the Carrier or the Supplier (as appropriate) to suspend any Flight and/or Additional Services, (ii) terminate any Flight Programme and/or (iii) terminate the Agreement immediately upon notice to the Client on the occurrence of any of the following events:
- 34.1 the Client is in breach of any of its obligations hereunder and fails to remedy such breach within forty-eight (48) hours of notice thereof from the Company;
- 34.2 the Client becomes unable to pay its debts as they fall due;
- 34.3 an order is made or a resolution passed for the winding-up of the Client (being a company), or if any encumbrancer shall take possession of, or a receiver, administrative receiver or trustee is appointed over, any or all of the undertaking of the Client, or if the Client (being an individual or partnership) becomes insolvent or is adjudicated bankrupt or commits an act of bankruptcy;
- 34.4 the Client convenes a meeting or takes any steps for the purpose of making, or proposes to enter into or make, any arrangements or composition for the benefit of its creditors or if any distress or other execution is levied or enforced or sued out upon or against any part of the Client's property;
- 34.5 the Client suspends or threatens to suspend or ceases to carry on its business or (except in the ordinary course of business) sells, leases, transfers or otherwise disposes of or threatens to dispose of all or any substantial part of its undertaking or assets or if, in the reasonable opinion of the Company, a material adverse change occurs in the business, assets, condition or operations of the Client;
- 34.6 any of the representations, warranties and undertakings contained in clause 6 have been breached or are untrue; or
- 34.7 the Client breaches any of the provisions of clauses 6 to 9 or clauses 39.1 to 39.11 (except clause 39.5).
35. If the Company terminates the Agreement under the provisions of clause 34 above, then the Client, without prejudice to any other rights or remedies which the Company may have, shall pay the Company on demand such part of the Charter Price as has not been previously paid by the Client and the Company shall be entitled to retain any part of the Charter Price already paid by the Client. The Parties confirm that these sums represent a genuine pre-estimate of the Company's loss.

FORCE MAJEURE

36. The Company shall not have any liability to the Client for any failure or delay in fulfilling its obligations to the extent that fulfilment thereof is impeded due to (including) acts of God or public enemy, hijacking, civil war, insurrection, riot, or strikes or labour disputes, fire, flood, adverse weather conditions, explosion, earthquake, serious accident, failure of equipment, epidemic, pandemic, quarantine restriction, any act of terrorism, any sanction or prohibition imposed by any state, country, international governmental organisation or other relevant authority, or any act of any government, to the extent that the consequences of such event are beyond the Company's reasonable control ("**Force Majeure**").
37. The Company will notify the Client promptly after becoming aware of any Force Majeure.
38. The Company's only obligation in the event either the Carrier or the Supplier is affected by a force majeure event as defined in the relevant Contract for Services shall be the reimbursement to the Client of any monies paid by the Client to the Company but not yet paid by the Company to the Carrier and/or the Supplier

in respect of any Flights and/or Additional Services that are consequentially cancelled, less any payments due or owed to the Carrier and/or Supplier and/or any non-reimbursable costs and expenses already incurred by the Company at the time of the force majeure event and the Company shall have no other obligation to the Client.

COMPLIANCE

39. The Client represents, warrants and undertakes that:
- 39.1 neither the Client nor any of its directors, officers, employees, contract workers, assigned personnel, subsidiaries nor, to the best of the knowledge of the Client (having made due and careful enquiry), any agent, subcontractor, supplier or affiliate or other person associated with or acting on behalf of is an individual or entity (the Person) that is, or is acting on behalf or for the benefit of the Person that is, or is owned or controlled by the Persons that are:
- (a) currently the subject or the target of any economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures imposed, administered or enforced from time to time by the United States of America, the United Nations, the European Union, the United Kingdom, the jurisdictions where the Company and the Client are incorporated, carry out business or this Agreement is performed or any governmental or regulatory authority, institution or agency of any of the foregoing, including but not limited to the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the Bureau of Industry and Security of the U.S. Department of Commerce or the U.S. Department of State, the United Nations Security Council, the Council of the European Union, HM Treasury or other relevant sanctions authority (including but not limited to the designation in the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the Denied Persons List maintained by the US Department of Commerce, the UK Sanctions List, and the OFSI Consolidated List maintained by HM Treasury, or any other list issued or maintained by any foregoing sanctions authorities of persons subject to sanctions (including investment or related restrictions), each as amended, supplemented or substituted from time to time) (collectively, **the Sanctions**); or
- (b) located, organised, operating or residing in a country, region or territory that is, or whose government is, the subject or the target of the Sanctions from time to time, including but not limited to Crimea, Cuba, Iran, North Korea, Sudan and Syria;
(each such Person is hereinafter referred to as **the Sanctioned Person**).
- 39.2 From its date of incorporation the Client has not engaged in, is not now engaged in, nor will engage in, any dealings or transactions with any Person that at the time of the dealing or transaction is or was Sanctioned Person.
- 39.3 The Client shall not, directly or indirectly, use the benefit received from this Agreement including but not limited to services or goods acquired: (i) to facilitate any activities or business of or with any Person that is the Sanctioned Person; or (ii) in any other way or manner that would result in a violation of the Sanctions by the Company.
- 39.4 The Client and any Person that may be involved by the Client in the execution and/or the performance of this Agreement has complied and shall comply with all national, supra-national, local or foreign laws and regulations in relation to combatting against bribery, fraud and racketeering, corruption, money laundering and/or terrorism administered, enacted or enforced from time to time by the United States of America, the United Nations, the European



- Union, the United Kingdom, the jurisdiction where the Client is incorporated, carries out business or this Agreement is performed (collectively, **the ABC/AML Laws**) and that neither the Client nor the Person that may be involved by the Client in the execution and/or the performance of this Agreement has violated, is in violation of, or will violate the ABC/AML Laws.
- 39.5 The Client has not been involved, will not be involved in, or attempt to be involved in modern slavery or human trafficking or agree or attempt to assist any person who is involved in modern slavery or human trafficking in any activity which would violate the UK Modern Slavery Act 2015 or any similar applicable law or regulation.
- 39.6 The Client has not received and shall not receive any convictions, findings, fines, warnings or penalties issued by any competent authority in relation to anti-bribery and corruption, anti-money laundering, modern slavery or the Sanctions.
- 39.7 If at any time the Client becomes associated with potential violations of anti-bribery and corruption, anti-money laundering, modern slavery or the Sanctions regulations, the Client shall promptly, but not later than within 5 (five) calendar days, notify the Company thereof in order to allow the Company to examine the situation and assess risks, whereupon the Company shall be entitled to terminate this Agreement pursuant to clause 44.
- 39.8 The Client shall at its own expense, comply with all laws, ordinances, rules and regulations (including but not limited to the 10 principles of UN Global Compact and 4 fundamental principles of International Labour Organisation (ILO) and other pertaining to health, sanitation, fair trade, consumer protection or prevention of harm or damage to the natural or social environment in respect of the assets, business and operations of the Client), obtain all licenses, approvals and permits required by, and pay all taxes, fees, charges, and assessments imposed or enacted by, any governmental authority and the Client shall not take any action which will cause the Company to be in violation of any law, regulation or ethical standard of any applicable jurisdiction.
- 39.9 The Client maintains at all times adequate systems, controls and procedures to ensure that it and its directors, officers, agents, employees, contract workers, subsidiaries, subcontractors or suppliers and any other persons associated with it comply with the Sanctions and the ABC/AML Laws.
- 39.10 The Client shall promptly upon request of the Company supply such information and documentation as is requested by the Company in order for the Company to carry out the verification of the Client and decide on the on-boarding of the Client pursuant to the internal procedure applied by the Company to verify the identity of its counterparties, any Persons involved in the execution and/or performance of this Agreement, their key personnel and ultimate beneficial owners, risk assessment and on-boarding (the KYC Procedure).
- 39.11 Information and documentation conveyed by the Client during the KYC Procedure is true, accurate, complete and not misleading in any way and was provided without omission of any material information and the Client shall promptly, but not later than within 5 (five) calendar days, notify the Company of any changes to any information and documentation during the KYC Procedure or if it subsequently discovers anything which renders any such information untrue, inaccurate or misleading in any material respect, whereupon the Client shall repeatedly undergo the KYC Procedure.
40. The representations and warranties made by the Client in clause 39 are continuing and shall be true at the time of execution of this Agreement as well as at all times during validity of this Agreement. In case of any disagreements as to the Client's compliance with provisions of clause 39, the Client at its own expense shall cause to be furnished to the Company a legal opinion of a reputable law firm satisfactory to the Company, clarifying the status of the foregoing.
41. The Client shall indemnify and hold the Company harmless against any losses, damages, fees, costs and expenses (including but not limited to any legal costs) incurred by the Company as well as any monetary sanctions arising out of or in connection to incorrectness, inaccuracies in any the Client representations or warranties set out in, or any failure of the Client to comply with any provisions of clause 39 (each **the Compliance Breach**).
42. Upon occurrence of any Compliance Breach, the Client shall be deemed as having committed a material breach of this Agreement, whereupon the Company shall be entitled, by giving a written notice to the Client with immediate effect, to:
- unilaterally suspend performance of the Company's obligations under this Agreement until the Compliance Breach is remedied to the full satisfaction of the Company;
 - declare all sums owing to the Company under this Agreement immediately due and payable;
 - demand that the Client reimburses, and the Client shall promptly but no later than within 5 (five) calendar days upon the Company's notice reimburse, any losses, damages, fees, costs and expenses (including but not limited to any legal costs) suffered or incurred by the Company as a result of or in connection with any Compliance Breach; and/or
 - unilaterally terminate this Agreement on an out of court basis.
43. The rights and remedies of the Company set out in clause 42 may be exercised concurrently or in any order and are not exclusive of any other rights or remedies available to the Company by agreement, law or otherwise nor shall give rise to any of the Company's liability in connection with their exercise.
44. Without prejudice to clause 42, the Company shall be entitled, by giving a written notice to the Client effective immediately, to unilaterally terminate this Agreement on an out of court basis if at any time the Company becomes aware of any relationship of the Client with the Sanctioned Person or any association of the Client in potential anti-bribery and corruption, anti-money laundering, modern slavery regulations violations, which at the Company's sole discretion entail an undue financial, reputational, operational, strategic or regulatory risk to the Company, whereupon all sums owing to the Company under this Agreement shall become immediately due and payable.
45. With regard to the Compliance Breach which is a breach of clause 39.5, the Company shall be entitled to terminate this Agreement only if it has not been remedied by the date falling 60 (sixty) calendar days from such breach being notified by the Company.

DATA PROTECTION

46. **Personal Data.** The Company and the Client acknowledge that, for the purposes of Data Protection Legislation, the Client may supply the Company, or the Company may collect and Process from the Client Personal Data. The Company shall use and collect this Personal Data to perform the Agreement under these conditions and inform other the Company business services. When the Client provides Personal Data to the Company, or authorises the Company to collect Personal Data, acknowledges that the collection and submission of the data is the sole and exclusive responsibility of the Client and warrants that it has



- obtained all necessary consents and approvals from the applicable individuals that are necessary to permit the Company to provide the Services under this Agreement. The Client shall be the Data Controller in connection with this Personal Data.
47. The Company shall:
- 47.1 Process Personal Data to the extent, and in such a manner, as is necessary for the performance of this Agreement and in accordance with the Company's documented policies (including with regard to transfers of Personal Data outside the European Economic Area or the UK or to an international organisation) and in compliance with the Data Protection Legislation and only for the specific purposes of performing its contractual obligations or otherwise as permitted by Data Protection Legislation;
 - 47.2 take reasonable steps to ensure the reliability of the Company's employees who have access to the Personal Data and that they have undertaken training in the laws relating to handling Personal Data;
 - 47.3 use reasonable endeavours to assist the Client with reasonable requests in respect of its Personal Data held by the Company.
 - 47.4 use reasonable endeavours to secure Personal Data and ensure it is reasonably accurate and up to date. The Company shall retain data in accordance with its policies and procedures for data retention.
48. The Company and the Client acknowledge that, for the purposes of Data Protection Legislation, the Company may supply the Client with Personal Data during the course of performing the Agreement. The Client shall be the Data Processor in connection with this Personal Data.
49. Notwithstanding any other right or obligation arising under this Agreements, the Client shall:
- 49.1 take all technical and organisational measures to ensure a level of security appropriate to the risk and as necessary or desirable to ensure that such Personal Data is protected against loss, destruction and damage, and against unauthorised access, use, modification, disclosure or other misuse;
 - 49.2 Process the Personal Data provided by the Company only to the extent, as is necessary for the purposes specified in this Agreement;
 - 49.3 keep a written record of any processing of Personal Data it carries out, containing all information required by Data Protection Legislation, and make this record available on request;
 - 49.4 ensure the reliability of employees who have access to the Personal Data and shall ensure that:
 - 49.4.1 access to the Personal Data is limited to those employees who need access to the Personal Data to meet the Client's obligations under this Agreement; and all employees are informed of the confidential nature of, and are subject to binding confidentiality obligations in respect of, the Personal Data;
 - 49.4.2 only Process Personal Data on instructions from the Company (unless otherwise required to do so by European Union, Member State or UK law); have undertaken training in the laws relating to handling Personal Data; and are aware both of the Client's duties and their personal duties and obligations under such laws and this Agreement;
 - 49.4.3 not disclose Personal Data to any third party without the written authority of the Company;
 - 49.4.4 promptly comply with any request from the Company to amend, transfer or delete Personal Data;
 - 49.4.5 assist the Company in ensuring compliance with its security, data breach notification, impact assessment obligations;
 - 49.4.6 contribute to audits and inspections to demonstrate the Client's compliance under this clause;
 - 49.4.7 Process Personal Data in compliance with all Data Protection Legislation and shall not do or omit to do anything which causes the Company to breach any Data Protection Legislation or contravene the terms of any registration, notification or authorisation under any Data Protection Legislation of the Company;
 - 49.4.8 not transfer Personal Data outside the European Economic Area or the UK without the prior written consent of the Company (such consent the Company may in its absolute discretion prescribe);
 - 49.5 The Client shall notify the Company immediately if:
 - 49.5.1 it receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data or to either Party's compliance with Data Protection Legislation and/or the data protection principles set out therein;
 - 49.5.2 in the Client's opinion, any instruction given by the Company to the Client infringes Data Protection Legislation;
 - 49.5.3 it becomes aware of a breach of this clause or if it becomes aware of any suspected or detected (actual or potential) breach of security, unauthorised/unlawful processing, compromise, loss, destruction, damage or corruption of the Company Data.
 - 49.6 Taking into account the nature of the processing, the Client shall assist the Company with fulfilling its obligations in respect of Data Subject rights under Data Protection Legislation.
 - 49.7 The Client may only authorise a third party (sub-contractor) to Process the Personal Data:
 - 49.7.1 subject to the Company's prior written consent;
 - 49.7.2 provided that the third party is subject to a contract on terms the same as set out in this clause;
 - 49.7.3 provided that, if the third party fails to fulfil its obligations referred to in this clause, the Client shall remain fully liable to the Company for the performance of the third parties obligations; and
 - 49.7.4 Provided that the third parties contract terminates automatically on termination of these.
50. The Client and the Company undertake to comply with its obligations under the relevant applicable Data Protection Legislation.
51. Information about how and for what purposes the Company collects, uses, retains, discloses and safeguards Personal Data is set out in the Chapman Freeborn Privacy Notice which can be found at <https://www.chapmanfreeborn.aero/en/privacy-policy/> or can be obtained by contacting privacy@chapmanfreeborn.aero.
- GOVERNING LAW AND ARBITRATION**
- 52. This Agreement, and all non-contractual matters associated with, arising out of or connected with it, shall be governed by and interpreted in accordance with the laws of the Federal Republic of Germany.
 - 53. All disputes between the Parties arising out of or relating to this Agreement shall be referred, firstly, to the Parties' respective Directors for resolution. If having been so referred, the dispute is not resolved within a maximum of thirty (30) days as of its written notification to the other Party's Director, such dispute shall be referred to arbitration in accordance with the below clause.
 - 54. If not resolved pursuant to the above clause, any dispute arising out of or in connection with this Agreement, including any dispute on its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("LCIA") Rules. The number of



arbitrators will be one, acceptable to both Parties and failing an agreement on name of such Arbitrator, the sole Arbitrator, shall be appointed by LCIA. The place of arbitration shall be London. The English Language shall be the language of arbitration and used throughout the arbitration proceedings.

MISCELLANEOUS

55. This Agreement sets forth the entire Agreement and understanding between the Parties and no variation of this Agreement shall be effective unless agreed in writing by both Parties. Any representation, statement, warranty or other undertaking whether made orally or written elsewhere which is not fully reflected in this Agreement is hereby excluded (including where such representations or statements were made negligently) provided always that this clause shall not exclude or limit any liability or any right which any Party may have in respect of pre-contractual statements made or given fraudulently. All conditions, warranties of other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
 56. The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.
 57. If any term or condition of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each of the remaining terms and conditions shall be valid and enforceable to the fullest extent permitted by law. Such invalid or unenforceable provision will be replaced by a provision which lawfully enforces the Parties' intention underlying the invalid or unenforceable one and which comes as close as possible to the commercial meaning and purpose of such provision.
 58. In the event of any conflict or inconsistency among the following documents which form the Agreement, the order of precedence will be: (1) Confirmation (final quotation accepted by the Client), (2) any schedule, addendum or annex agreed by the Parties, and (3) these GTCs.
 59. The Client shall not be entitled to assign, novate, deal with or transfer any of its rights or obligations under this Agreement without the prior written consent of the Company.
 60. The Company shall be entitled to assign, novate, subcontract on any terms whatsoever, deal with or transfer any of its rights or obligations under this Agreement without approval.
 61. The Charter Price, payment terms and other commercial terms contained in the Agreement are confidential to the Parties and may not be disclosed to any third party (other than to the Company's or the Client's professional advisors) without the prior approval of the other Party save as required by law.
 62. No failure or delay by either Party in exercising any of its rights shall operate to any extent as a waiver of such rights or preclude any further exercise of its rights.
 63. Save as expressly stated otherwise, no provisions of this Agreement constitute a stipulation for the benefit of a third party. A person who is not a party to this Agreement shall not have any rights under this Agreement.
 64. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 65. Nothing in this Agreement or in the conduct of business between them shall be construed to create or constitute a relationship of partnership or joint venture between them.
- All notices provided for in this Agreement shall be in writing, and shall be sent to the following email address: legal@chapmanfreeborn.aero.

[2024_v1]