



VISTAJET LIMITED SPECIAL TERMS AND CONDITIONS FOR ON DEMAND

On Demand Rules Malta | June 2018

1. General

- 1.1. These VistaJet Limited Special Terms and Conditions for On Demand (hereinafter the "On Demand Rules Malta" or "Agreement") together with the VistaJet Malta General Terms and Conditions of Carriage (hereinafter the "GTCC-Malta"), and any additional terms set out in any relevant quotation and/or confirmation (collectively hereinafter the "Terms") form the contractual basis for the provision of Flight Services (defined below) by VistaJet Limited ("VistaJet") as contractual carrier. The GTCC-Malta are available on VistaJet's website.
- 1.2. The Terms are applicable for commercial transport of Passengers and/or any permitted goods from an agreed point of departure to an agreed point of destination as more particularly detailed in the quotation ("Flight Services").
- 1.3. The contract may be concluded with (i) an end customer ("End Customer") or (ii) an agent on behalf of an end customer ("Agent") (either, as context demands, the "Client"). Where the Agent executes this contract, the Agent warrants (on its own behalf and as agent for its principal customer) that it is bound by these Terms jointly and severally with their customer. Any Client entering into this contract agrees to be held liable for any breach of the Terms by any passenger utilizing the Flight Services ("Passenger/s") and generally for the acts and omissions of those Passengers.

2. Conclusion of Contract

- 2.1. The quotation issued by VistaJet constitutes a non-binding offer. Only the issuance of a Confirmation by VistaJet constitutes a binding offer which requires acceptance within the stipulated acceptance period. If such acceptance period is lapsed, VistaJet shall not be bound by its Confirmation.
- 2.2. The return of the Confirmation duly signed by Client, if an individual, or by an Officer of Client with authority and approval to bind Client, if a corporation, shall constitute a binding contract of carriage between Client and VistaJet.

3. Performance of Flight Services

- 3.1. VistaJet shall have the right to perform the Flight Services as contractual carrier or assign the performance of the Flight Services to a third party actual carrier pursuant to Section 7.
- 3.2. The Flight Services will be performed pursuant to and in accordance with the GTCC-Malta as applicable at the date of Flight Services and the operating procedures approved by the competent authority of the contractual or the actual carrier as the case may be.
- 3.3. VistaJet expressly reserves the right to utilize on its own account any lay-over period or empty capacity the aircraft may have, including any empty legs related to the Flight Services, before, during or after the period in which the aircraft is available to the Client.

3.4. Flight Services are planned with a set of one (1) crew (Pilot in Command, Co-pilot) subject to crew duty time and rest period restrictions by applicable duty limitation regulations.

3.5. Cabin Service by one (1) Cabin Crew is included for all flights on Challenger 350, 605, 850 and Global. Additional Cabin Crew may be supplied upon request and subject to additional charge at the sole discretion of VistaJet.

4. Included and Excluded Costs

- 4.1. The Price (as stated on the Confirmation) does include aircraft costs including crew, fuel, maintenance, air navigation, airport and handling charges, inflight VistaJet standard catering (depending on flight time and time of day), Passenger and baggage insurance.
- 4.2. The following costs are not included and shall be charged separately to Client at cost, including applicable taxes, plus a handling surcharge of 10%:
 - a. Insurance surcharges;
 - b. SATCOM services;
 - c. Special catering requests such as but not limited to caviar and special wines or spirits;
 - d. Cabotage permission costs;
 - e. VIP terminal, special handling, helicopter and/or limousine services;
 - f. Any other concierge services rendered by VistaJet upon request by Client;
 - g. Additional, enlarged, or specialty crew or Cabin Crew as result of a request by the Client and/or any Passenger.

In such event, Client acknowledges and agrees that if VistaJet has to use an enlarged or second crew, this may necessitate crew being in the cabin during the flight.

- 4.3. The quotation is subject to industry and related fuel price fluctuations. If the fuel price increases more than 5% at the destination or the arrival airport between date of quotation and Confirmation, the Price will be adjusted accordingly by the addition of a fuel surcharge.
- 4.4. VistaJet offers are net and do not include any commission, unless requested by Client.
- 4.5. Taxes if applicable will be posted separately on the quotation/invoice.

5. Payment

- 5.1. All payments due to VistaJet shall be made upon receipt of invoice and cleared funds received by VistaJet no later than one (1) business day prior flight date (the "Due Date"), without setoff or deduction. Time for payment shall be of the essence. If the Due Date is not a business day (bank holiday or weekend) the due and payable amount shall be received and credited to VistaJet's account on the last preceeding business day. Payments are to be made at costs of the sender in the currency to the bank account stated on the invoice.
- 5.2. Where the Member does not remit payment by the Due Date, the payment due shall be increased by three percent (3%), save in the case where the Member has made the booking within twenty four (24) hours of the confirmed departure time. In addition, late payments shall be subject to interest at 10% of the outstanding sum per annum (pro

rata) from the date due until VistaJet's receipt. VistaJet shall not be in breach of contract if it suspends Flight Services or additional services until receipt of funds.

- 5.3. Incoming payments shall first be offset against the oldest debt. Payment which is not sufficient to cover the entire debt will first be offset against the interest and finally against the principal debt.
- 5.4. If the payment has still not been made after issuance of a reminder and the setting of a deadline for payment, VistaJet shall be entitled to withdraw from the contract of carriage and cancel the booking, subject to cancellation charges as set out in Section 8. VistaJet may refuse to set a payment deadline if the imminence of the departure date makes it unfeasible to stipulate a period for payment prior to departure. In such event, VistaJet may withdraw from the contract of carriage and refuse performance of Flight Services subject to cancellation charges as set out in Section 8.
- 5.5. Major credit cards will be accepted. If a credit card institute or a bank refuses to honour the payment required under the contract, VistaJet shall levy Client with an administration charge of EUR 500 or dollar equivalent using the exchange rate from the day the payment was made, in addition to any charges made by the credit card institute or the bank.
- 5.6. Client and Passenger shall be jointly and severally liable for the payment of the Flight Services and any additional costs set out in the quotation, Confirmation and/or this Agreement as well the cost of any damages or losses caused as a result of the conduct of the Client and/or any Passenger.

6. Flight Changes and Delays

- 6.1. VistaJet and/or the actual carrier shall endeavour to the best of their ability to ensure punctual carriage of passengers and baggage. However, the announced flight times are subject to reasonable changes owing to operational and technical circumstances beyond VistaJet's and/or the actual carrier's control.
- 6.2. The Client is responsible to ensure that passengers arrive adequately in advance of the scheduled departure time. VistaJet and/or the actual carrier's ability to satisfy any variation in the Flight Services shall always be subject to crew duty times and rest periods and the availability of additional crew.
- 6.3. Client may request a departure delay of up to a maximum of 60 minutes beyond any confirmed departure time. VistaJet shall agree to such delay if it is compatible with crew duty time restrictions, applicable aviation regulations and air traffic control requirements. If Client delays a flight in excess of 60 minutes beyond the confirmed departure time for any reason that is not the fault of VistaJet, the Flight Services shall be deemed to be cancelled by Client.

7. Substitution or Subcharter

- 7.1. Flight Services are aircraft type specific. VistaJet reserves the right to provide the Client at VistaJet's sole discretion with an equivalent or superior aircraft type from the VistaJet fleet (Substitution Aircraft) at no additional cost to Client.
- 7.2. In the event that a Substitution Aircraft is not available for the Flight Services, VistaJet shall advise Client without delay and provide a revised quotation with revised pricing to reflect the provision for an Alternative Aircraft (from the VistaJet fleet or from another carrier). In the event Client does not agree to the provision of such Alternative Aircraft, VistaJet shall have the right to sub-charter the specific aircraft type requested by Client as set out in the original quotation or an equivalent or superior aircraft from another carrier (Subcharter Aircraft) and

Client shall remain liable to pay to VistaJet the fees and charges set out in the original quotation.

- 7.3. Substitution or Subcharter may occur en-route during the Flight Services. Client shall be entitled to terminate Flight Services on being informed of such planned substitution, subject to informing VistaJet promptly of such termination and VistaJet shall refund the amount paid on a pro-rata basis less costs for positioning the aircraft back to point of departure for the remaining part of the trip affected by the substitution event. Should Client fail to advise VistaJet of such cancellation promptly after being informed of such planned substitution by VistaJet (which shall be reasonably dictated by the circumstances) then VistaJet shall be entitled to deduct all pre-positioning costs and/or third party cancellation charges from any applicable refund.
- 7.4. Where a Substitution Aircraft or a Subcharter Aircraft is supplied, Client's liability shall always be to pay the costs and sums set out in the quotation plus any agreed excess costs for the Subcharter Aircraft.

8. Cancellation

- 8.1. Flight Services shall be deemed cancelled by Client in the event of: (i) cancellation of any booked flight communicated by the Client to VistaJet in advance of the commencement of Flight Services, (ii) a delay of any Passenger and/or Client in excess of 60 minutes to the scheduled time of departure unless specifically agreed by VistaJet in advance in writing, (iii) a no-show of either the Client and/or any Passenger, (iv) any refusal of the Client and/or any of its passengers to comply with the reasonable instructions of VistaJet or the pilot-in command for flight safety and/or security reasons leading to the pilot-in-command to reasonably deem it necessary to cancel or terminate a planned flight, or (v) Client failing to make any payment prior the Due Date.
- 8.2. In such circumstances set out in Section 8.1:
 - i. the Cancellation Fees set out on the relevant quotation or Confirmation, and
 - ii. the Administration Fee (equal to three percent (3%) of the Price) shall each be applicable and payable by Client.
- 8.3. All Cancellation and Administration Fees are subject to a minimum payment of Euro 1,000 which is a reasonable pre-estimate of the minimum cost to VistaJet where a booked flight is cancelled and takes account, by way of example only, costs associated with the arrangement and movement of flight crew, permissions and associated administration and the logistics involved in organising the flight and any extra services.
- 8.4. In the event a flight is cancelled not as a result of actions of VistaJet, the costs of any additional goods and/or services arranged by VistaJet at the Client's request through third party supplier(s) ancillary to the actual booked flight shall also remain the responsibility of the Client and shall be charged to the Client at the cost plus any applicable Surcharge pursuant to Section 4.2.
- 8.5. Any reimbursement of flight charges and of any other amounts paid by the Client in advance of the booked flight shall be subject to the deduction of any amounts outstanding owing to VistaJet, including Cancellation Fees. Any remaining balance of the sums paid by the Client shall be promptly repaid to the Client. If the funds paid by Client are not sufficient to cover the Cancellation Fees, Client undertakes to make payment of any additional sums required to cover the Cancellation Fees within seven (7) days of the date of issue by VistaJet of an invoice to the Client for such sums.
- 8.6. VistaJet will not be liable to the Client for any loss or expense incurred by the Client or any Passenger in the event of cancellation due to their

failure to comply with the provisions set out or referred to in these On Demand Rules Malta.

9. Severability

Should any one or more clauses of these terms 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.

10. Miscellaneous

10.1. Aircraft availability shall always be subject to the carrier being able to obtain appropriate permits and permissions, including but not limited to traffic rights, customs and immigration permits, operational approvals, take-off and landing slots, insurance and compliance of Client and/or Passengers with applicable laws, rules and requirements, including immigration, customs, agriculture, currency and health regulations and sanctions applicable at each destination. Client shall provide VistaJet no later than 24-hours or by the date set by VistaJet prior to departure with a complete guest list, passport copies including applicable visa and all other necessary information and valid documentation and any other operational requirements for the requested Flight Service. VistaJet reserves the right to refuse arrangement of Flight Services if the entry and exit requirements for the country of departure or destination are not met, or if the required documentation/certification is not presented, without being liable for any damages due to such refused arrangement of Flight Services. Client and its Passengers shall be jointly and severally liable for any damages resulting from any incorrect or incomplete information provided to VistaJet or from the delayed or improper provision of such information. Client in its own capacity and on behalf of its guest indemnifies VistaJet in respect of claims for damages due to boarding denied by the carrier and all cost incurred in connection with Client or its guest not complying with all legal requirements of the country of departure, transit countries and the country of destination such as but not limited to surcharges, fees, fines, levy including lawyer costs and costs of repatriation. Furthermore, VistaJet shall not be liable or in any way responsible to Client or Client's guests if it or the carrier are unable to timely secure such permits and permissions.

10.2. Client shall use the aircraft only for its own pleasure or for business in the carriage of Client and/or Passengers, and shall not use the aircraft: (i) to offer or to provide transportation of passengers or cargo for remuneration of any kind; (ii) in violation of any applicable law and/or the insurance requirements; or (iii) for any illegal purpose including in violation of any applicable law or sanctions. VistaJet or the carrier may deny boarding to any Passenger who is listed on "no-fly" or similar lists, who lacks appropriate travel documents for international travel, or who is ineligible for transportation for any other reason. Client shall be fully responsible for ensuring Client and all officials, employees and guests on the aircraft are eligible for carriage and comply with all applicable laws.

10.3. Client has no proprietary rights in any aircraft utilized by Client pursuant to this Agreement, and shall not cause, permit or allow any mortgage, charge, pledge, lien, hypothecation, assignment, claim or any other encumbrances whatsoever to be placed against the Aircraft.

10.4. This Agreement does not create a joint venture, partnership, or any other form of business relationship between the parties. Where more than one person and/or legal entity is designated as Client pursuant to this Agreement, then each person and/or legal entity shall all have joint and several liability to VistaJet under this Agreement.

10.5. Where applicable, any conversion of any rate from (1) US Dollar to (2) Euro (or any other currency) and/or vice versa shall be calculated on the basis of the respective midmarket rate to the US Dollar listed at www.oanda.com for the invoice date.

10.6. Each party's rights and remedies under this Agreement are cumulative and not alternative and are not exclusive of each other.

10.7. The collection, use, and processing of personal data of natural persons related to the Flight Services is governed by the GTCC-Malta and the VistaJet Privacy Policy available at <https://www.vistajet.com/privacy-policy/> ("Privacy Policy"). By submitting personal data to VistaJet or an affiliate about any natural person, including Passengers, the Client hereby confirms that: (i) the Client has been appointed to act for such persons; (ii) such persons consent to the processing of their personal data, which data may also include sensitive personal data; and (iii) the Client will inform such persons of VistaJet's identity and the Privacy Policy, including the sections regarding types of personal data collected, how it is used, and who it is shared with.

10.8. This Agreement and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement (including any non-contractual dispute or claim) shall be governed by and construed in accordance with English law. The English courts located in London shall have exclusive jurisdiction to determine any dispute arising in connection with this Agreement, save that VistaJet shall retain the right to bring proceedings against the Client in the courts of any other competent jurisdiction whether or not proceedings in the English Courts are pending or have been prosecuted to judgment. This Section 10.8 is without prejudice to the rules of jurisdiction of any applicable law (including the Warsaw Convention or the Montreal Convention) which may apply to the carriage of the Passenger(s).