

Terms and Conditions for Flight Brokerage

1 DEFINITIONS

1.1 **“Aircraft”** shall mean any aircraft operated by the Carrier to perform the Flight.

1.2 **“Brokerage Agreement”** shall mean the flight brokerage agreement between Fly 7 and the Customer with respect to the Flight(s) and specifically the written agreement by which (i) Fly 7 undertakes to enter into a Charter Agreement with a certain Carrier for specific Flight arrangements and (ii) the Customer undertakes to pay to Fly 7 the Flight Price.

1.3 **“Captain”** shall mean the pilot in command of the Aircraft.

1.4 **“Carrier”** shall mean the operator of the Aircraft or the other entity undertaking to transport Passenger(s) under the Charter Agreement. For the avoidance of doubt, under the Brokerage Agreement, Fly 7 is not a Carrier.

1.5 **“CaptainJet”** is the trade name under which Fly 7 provides flight brokerage services.

1.6 **“Charter Agreement”** shall mean the Agreement entered into between Fly 7 and the Carrier with a view to the carriage of the Passenger(s) by the Carrier. The term “Charter Agreement” is without prejudice of the legal characterisation of this agreement, which may be a contract of carriage.

1.7 **“Customer”** shall mean the legal entity or individual entrusting Fly 7 with arranging Flight(s).

1.8 **“Flight Confirmation”** shall mean the confirmation by Fly 7 to the Customer that a Charter Agreement has been entered into with the Carrier, such document setting out all final details of the Flight(s) and specifically the Flight Itinerary.

1.9 **“Flight Itinerary”** shall mean the place of departure, place of arrival and any stopping points, together with any indications of departure and arrival dates and times, as set out

in the Flight Quotation, the Charter Agreement and/or the Flight Confirmation, as applicable.

1.10 **“Flight Price”** shall mean the amount to be paid by the Customer for Flight(s), which includes the Carrier’s remuneration and the Brokerage Fee.

1.11 **“Flight Quotation”** shall mean the document issued by Fly 7 to the Customer, setting out a proposal for Flight arrangements, including the relevant details of the Flight(s).

1.12 **“Flight(s)”** shall mean the flight or, as the case may be, all or each of the flights set out in the Flight Quotation.

1.13 **“Fly 7”** shall mean FLY 7 EXECUTIVE AVIATION SA, Lausanne, Switzerland.

1.14 **“Passenger”** or **“Passengers”** shall mean the person(s) designated by the Customer to be carried in an Aircraft under the Charter Agreement, to the exclusion of the aircraft crew members.

2 SCOPE OF APPLICATION

2.1 The Flight Quotation, the Brokerage Agreement, any related services of Fly 7 to the Customer and dealings in that connection will be subject to, and governed by, these Terms and Conditions.

2.2 These Terms and Conditions shall prevail over any oral or other arrangements in relation to such flight brokerage services, unless specifically agreed in writing between Fly 7 and the Customer. In case of contradiction between the Flight Quotation and/or the Brokerage Agreement, on the one hand, and these Terms and Conditions, on the other, the former shall prevail.

3 ROLE OF FLY 7

3.1 Fly 7, doing business as CaptainJet, is a flight brokerage service acting as an intermediary between the Customer and the

Carrier. Fly 7 undertakes, in consideration of the Brokerage Fee, to make the necessary arrangements on behalf of the Customer, for the carriage of the Passengers by the Carrier. In such capacity, Fly 7 undertakes to enter into a Charter Agreement with a Carrier, in Fly 7's name, but on the account of the Customer and its Passenger(s). Thus, Fly 7 acts as an agent with the meaning of Art. 394 of the Swiss Code of obligations.

3.2 Fly 7 does not act in the capacity of a Carrier and no contract of carriage is or will be entered into between the Customer and/or the Passenger(s,) on the one hand, and Fly 7 on the other hand. The Flight(s) shall be subject to the terms and conditions of the Charter Agreement, including the Carrier's conditions of carriage, which are consistent with industry standards and will be communicated to the Customer upon request.

3.3 All rights and claims Fly 7 has under the Charter Agreement pursuant to Section 5.1 will pass to the Customer upon payment of the Flight Price and any Special Costs to Fly 7.

4 BROKERAGE AGREEMENT

4.1 Upon the Customer's request, Fly 7 will submit Flight Quotation(s) to the Customer, setting out details of proposed Flights, and in particular the Flight Itinerary, the Flight Price, the Carrier's cancellation fees. The Flight Quotation shall also specify its period of validity. A Flight Quotation does not constitute an offer to contract and may be withdrawn at any time at the discretion of Fly 7.

4.2 If the Customer wishes to proceed on the basis of a Flight Quotation, Fly 7 will issue a Brokerage Agreement form for the Customer's signature. Under the Brokerage Agreement, the Customer instructs Fly 7 to conclude a Charter Agreement with the Carrier and undertakes to pay the Flight Price to Fly 7, as per all details and on the terms specified therein.

4.3 Upon receipt of the Flight Price, Fly 7 shall endeavour to contract for the Flight(s) with the Carrier.

4.4 Fly 7 shall confirm the conclusion of the Charter Agreement by issuing a Flight Confirmation to the Customer.

5 OBLIGATIONS OF FLY 7

5.1 Fly 7 will conclude a Charter Agreement for the benefit of the Customer and its Passenger(s), with a suitable Carrier, at the usual conditions prevailing in the industry, in accordance with the terms set out in the Brokerage Agreement.

5.2 Fly 7 is not responsible for the performance of any Flight(s) under the Charter Agreement and Fly 7 is generally under no liability to the Customer in connection with the Charter Agreement and/or Flight(s). Fly 7 cannot be held liable for the payment of any amount due by the Carrier in case of default under the Charter Agreement.

5.3 In the event of non-performance or mis-performance by the Carrier of the Charter Agreement or of any Flight(s) comprised therein, the Customer and/or the Passengers shall, subject to Section 3.3, exercise themselves any remedy available against the Carrier. Fly 7 will nevertheless endeavour to facilitate discussions with the Carrier, in particular with a view to the recovery of any amounts that may be refundable to the Customer under the Charter Agreement.

5.4 In case of cancellation of Flight(s), Fly 7 is authorised - but not obliged - to arrange alternative Flight(s) under comparable conditions ("**Alternative Flight(s)**"). Alternative Flights shall (i) not result in additional costs for the Customer and (ii) allow Passenger(s) to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival, as per the Flight Itinerary. Otherwise, Alternative Flight(s) are subject to the Customer's approval. The arrangement of Alternative Flight(s) relieves the Carrier and Fly 7

of any liability with respect to the cancelled Flight(s).

6 FLIGHT PRICE AND OTHER PAYMENT TERMS

6.1 The Customer shall pay to Fly 7 the Flight Price in the amount and at the time specified in the Brokerage Agreement.

6.2 The Flight Price shall cover (i) the charges payable by Fly 7 under the Charter Agreement to the Carrier for the Flight(s) and (ii) Fly's remuneration of services under the Brokerage Agreement (accounting in principle for 3% to 15% of the Carrier's remuneration; the "**Brokerage Fee**").

6.3 Unless otherwise specified in the Brokerage Agreement, the Flight Price does not include special catering requests, such as caviar, special wines or spirits, special additional services or expenses, such as, without limitation, satellite phone charges, any necessary additional war risk insurance premiums, de-icing of aircraft, special security requirements, limousine and/or car escort. Such costs will be invoiced by Fly 7 separately ("**Special Costs**").

6.4 Should the Customer require any amendments or additions to the Flight Itinerary, or should any other circumstance affecting the performance of Flight(s) result in Fly 7 being liable to pay additional costs to the Carrier under the Charter Agreement, the Customer shall pay the corresponding increase in the Flight Price, as shall be communicated to the Customer by Fly 7.

6.5 The Customer authorises Fly 7 to apply the Flight Price or any amount thereof in settlement of any sum due to the Carrier under the Charter Agreement. The Customer acknowledges that such payments must usually be made to the Carrier in advance of Flight(s).

6.6 The Customer's may at any time instruct Fly 7 in writing to withhold any payment to the Carrier. If a Charter Agreement has already been concluded, Fly 7 may make its adherence to such instructions conditional upon (i) the Customer's undertaking to indemnify Fly 7 of any claim by

the Carrier and of any related costs, and (ii) the advance payment to Fly 7 of any amount to be incurred in defending the Carrier's claim.

6.7 In case of termination of the Brokerage Agreement prior to the conclusion of a Charter Agreement, Fly 7 shall promptly return to the Customer the Flight Price and any unused part of other payments received from the Customer. In case of Flight cancellation or non-performance of the Charter Agreement, Fly 7 shall also refund, after deduction of the Brokerage Fee, any such amounts, to the extent that, in Fly 7's reasonable opinion, they are not owed to the Carrier (in particular in terms of the Carrier's cancellation policy, see Section 9.1). Fly 7 is entitled to withhold as a security any amounts which, in its reasonable opinion, may be due to the Carrier, pending the final resolution of a dispute with the Carrier or the Carrier's confirmation that it renounces any claim.

7 CUSTOMER'S RESPONSIBILITIES

7.1 The Customer shall ensure that all Passenger(s) and their baggage shall comply with all relevant laws and regulations, as well as with the Carrier's conditions of carriage. It is the responsibility of the Customer to ensure that all Passengers comply with passport, visa, health and other similar requirements of the States of departure, transit and arrival. Should any surcharges, fines or other costs arise as a result of a failure to comply with any such laws and/or requirements, the corresponding amount shall be borne exclusively by the Customer. It is similarly the responsibility of the Customer to ensure that all Passengers comply with customs requirements, including without limitation, declaration of certain goods, items, currencies, etc.

7.2 The Customer shall provide Fly 7 with all Passenger(s) details, in due course as per Fly 7 instructions.

7.3 The Customer shall complete the travel documents in such form and within the deadline

as Fly 7 may require, and it shall be the responsibility of the Customer to ensure that properly completed travel documents are delivered to all Passengers in accordance with applicable law, and that all Passengers comply with the provisions of such travel documents.

7.4 The Customer shall be responsible for providing the Passengers with all details of the Flight Itinerary and ensure that they present themselves for departure at the time and place indicated in the Flight Itinerary. Passenger delays or no-show may result in the cancellation of Flight(s), in accordance with the Charter Agreement and the Carrier's conditions of carriage.

7.5 The Customer shall be responsible for ensuring that all Passengers, when embarking, travelling on and/or leaving the Aircraft, follow all instructions of the Captain, take good care of the Aircraft and do not cause any damage to the cabin or to any other parts of the Aircraft.

7.6 The Customer shall hold harmless and indemnify Fly 7 against all claims, demands, liabilities, actions, proceedings and costs of any kind whatsoever arising from any default of the Customer or any Passenger in complying with any laws, regulations, the Carrier's conditions of carriage, and this Brokerage Agreement.

8 DELAYS, ALTERATIONS AND DIVERSIONS

8.1 Neither Fly 7 nor the Carrier can be responsible for delays due to air traffic control, adverse weather conditions or other factors outside their reasonable control. All times of arrival in the Flight Itinerary are indicative only.

8.2 Where Fly 7 arranges for Passengers to be transferred to their destination by alternative means of transport, it shall be deemed to arrange such service as agent for the Customer and shall under no circumstance whatsoever be liable in respect of any loss or damage arising out of such transport. The costs of such transfer shall be for the account of the Customer.

9 CANCELLATION AND TERMINATION

9.1 The Customer may terminate the Brokerage Agreement or cancel any Flight at any time prior to the scheduled time of departure by notice in writing to Fly 7, subject to the payment to Fly 7 of the Carrier's cancellation fees, which are set forth in the Brokerage Agreement. The Carrier's cancellation fees will apply regardless of the reason for the Customer's decision to cancel.

9.2 Fly 7 may apply any monies already received from the Customer in satisfaction of the Carrier's cancellation fees, and shall only repay to the Customer the amount, if any, by which the monies already received exceed the Carrier's cancellation fees specified in the Brokerage Agreement and the Brokerage Fee.

9.3 Fly 7 may terminate this Brokerage Agreement, without being liable to pay any cancellation fee or any other amount to the Customer, by notice in writing to the Customer, in case (i) the Customer commits any breach of this Brokerage Agreement, including without limitation a failure to pay an amount owed hereunder on the due date, (ii) the Customer suspends payments to its creditors generally or any bankruptcy, liquidation or similar proceedings are initiated in respect of the Customer, or (iii) the Customer cancels more than two Flights.

10 EXCLUSION OF LIABILITY

10.1 Fly 7 shall be under no liability to the Customer or any Passenger in respect of any variation to or cancellation of a Flight resulting from any act or omission of the Carrier, for the failure by the Carrier to perform any Flight, or in the event of any loss suffered by any Passenger in connection with any Flight, and the Customer hereby acknowledges that in any such event its sole recourse, if any, shall be against the Carrier under the applicable conventions, laws and conditions of carriage.

10.2 To the maximum extent allowed by applicable law, any liability of Fly 7 for any damages arising out of or in connection with the Brokerage Agreement and Fly 7's services under the Brokerage Agreement is excluded. Fly 7 shall not in any circumstances be liable to the Customer for any indirect or consequential damage.

11 PERSONAL DATA PROTECTION

11.1 All personal data with respect to the Customer and the Passenger(s) will be collected and processed by Fly 7 in accordance with the Privacy Policy which is available on Fly 7's [website](#) (the "Privacy Policy").

11.2 The Customer hereby confirms that it has read the Privacy Policy and expressly agrees to all terms thereof. The Customer further confirms that it has submitted the Privacy Policy to all Passengers, that they have read it and that they expressly agree to all terms thereof.

11.3 Fly 7 is authorised to collect and transfer information relating to the Customer, the Passenger(s) and the Flight Itinerary to the Carrier, as well as to any authorities where required.

11.4 The Customer and the Passenger(s) acknowledge and agree that personal data may have to be transferred to countries where the data protection level is not equivalent to that provided in the Customer's and/or the Passenger(s)' home country.

12 GENERAL PROVISIONS

12.1 The Brokerage Agreement (including, for the avoidance of doubt, these Terms and Conditions) contains the entire understanding of Fly 7 and the Customer.

12.2 Any amendment to the Brokerage Agreement shall only be valid if made in writing and duly signed on behalf of Fly 7 and the Customer.

12.3 No failure to exercise nor any delay in exercising any right or remedy hereunder shall operate as a waiver thereof.

12.4 The Customer is not entitled to assign or transfer any of its rights and/or obligations hereunder without the prior written consent of Fly 7.

13 GOVERNING LAW

The Brokerage Agreement shall be governed by, construed, and enforced in accordance with the laws of Switzerland, without regard to its conflict-of-law rules.

14 JURISDICTION

Any dispute, controversy or claim arising out of, or in relation to, the Brokerage Agreement, including the validity, invalidity, breach, or termination thereof and non-contractual claims, shall be in the exclusive jurisdiction of the courts of Lausanne.

