

Vista America General Terms & Conditions of Carriage (“GTCC”)

1. Services Provided

JetSelect, LLC (DBA Vista America, JetSelect Aviation) (AOC #U5QA550L) (“JS”), and Western Air Charter Inc. (DBA Vista America, Jet Edge) (AOC #W6JA769L) (“WAC”) are US direct air carriers that provide flight services to clients and passengers (“Passenger(s)”) on selected aircraft operated on their respective FAR Part 135 air carrier certificates issued by the Federal Aviation Administration. JS and WAC are each an “Operator” and, together, the “Operators”. The Operators trade under the “Vista America” brand.

2. Operational Control

During all phases of flights conducted hereunder, the Operators shall have and retain complete and exclusive operational control (as defined in FAR 135.77 and FAR 1.1) over the aircraft and the flight crew on the Operator’s respective air carrier certificate, and shall exercise sole authority over initiating, conducting or terminating any flight. In addition, the pilot-in-command of any flight provided hereunder may, in his or her discretion, terminate or refuse to commence any flight, or take any other flight-related action which, in the pilot-in-command’s judgment, is necessary to ensure the safety of the aircraft, passengers or flight crew. For the avoidance of doubt, only one Operator shall have operational control of a single aircraft at a given time.

3. Force Majeure

For individual flights arranged by VistaJet US Inc. or an affiliate thereof (either a “Passenger Agent”) through a Charter Service Agreement (or similarly named contract) and operated by an Operator, no party shall be deemed to be in breach of its obligations (except duty to pay on time) hereunder or have any liability for any delay or cancellation caused in whole or in part due to a Force Majeure Event. A “Force Majeure Event” shall be defined as (i) war, warlike events, infringements of a country’s neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades, lockouts, quarantine (as declared by a governmental or quasi-governmental authority) that (ii) result in the suspension of or a disruption of labor, equipment, facilities, materials and supplies necessary to support, passenger air traffic operations, or that prevent the service provider from fulfilling its other contractual obligations. Provided, however, that if there is termination of a flight prior to completion of the full routing, due in whole or in part to a Force Majeure Event, then Passenger shall remain liable for the cost attributable to transportation theretofore arranged and performed, and such transportation as may be necessary to return passengers to their departure airport.

For the avoidance of doubt, where Passenger Agent arranges flights for Passengers pursuant to a Program, Membership, Flight Service Agreement, or similarly named contract for the provision of flight services across a contractually defined term (each, a “Program”), this Section 3 shall not govern that relationship. Provided, however that if the Program incorporates the definition of Force Majeure Event by reference, then the existence *vel non* of the Force Majeure Event shall be viewed holistically in light of the Program’s offering, including global service area, and not on a flight-by-flight or country-by-country basis.

4. Permits & Permissions

Operators are not liable to undertake flight services where they are unable to obtain all permits, permissions, and approvals deemed necessary and satisfactory at its sole discretion, which shall include, but are by no means limited to, Pilot-In-Command approvals, take-off and landing slots, government approvals, permits including customs and immigration, health and safety determinations, insurance approvals, and/or a satisfactory finding of no sanctions, cabotage, or war risk. For the avoidance of doubt, Operators are not liable where able to undertake a flight but one, some, or all of the Passengers would be unable to enter the arrival destination. For example, a Passenger is denied entry based on prior criminal convictions.

5. Damage to Aircraft

Passenger agrees to reimburse Operator and/or the aircraft’s owners for all costs and expenses incurred in connection with any loss or damage to the charter aircraft caused by the negligence or misconduct of Passenger; normal wear and tear excepted.

6. Indemnification

Passenger shall indemnify, defend and hold harmless the Operator, its affiliates, and their respective directors, officers, employees, partners, contractors or agents, from and against all claims, demands, suits, actions or other proceedings brought by third parties (“Claims”), and from and against all damages, payments made in settlement, and other liability payable to such third parties, and all costs and expenses incurred (including without limitation reasonable attorneys’ fees and expenses), as a result of such Claims (collectively, “Losses”), to the extent such Claims arise out of or are or were caused by the Passenger’s negligence or willful misconduct. A passenger’s obligations under this Section shall not apply to Claims or Losses to the extent such Claims or Losses result from, arise out of or are caused by the willful misconduct or negligence of an Operator. This Section shall survive any termination or expiration of this Agreement for any reason.

7. Limitation of Liability

NOT WITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY OR OTHER SPECIAL DAMAGES OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON.

8. Miscellaneous

This Agreement shall be governed by the laws of the State of Florida. Any dispute, controversy, proceeding, or claim arising out of this Agreement (“Claim”) shall be governed by and construed in accordance with the laws of Florida, excluding conflicts of laws or principles, and Passenger agrees that any Claim shall be settled by binding arbitration administered by JAMS before one arbitrator pursuant to the Streamlined Arbitration Rules and Procedures of JAMS then in effect (the “JAMS Rules”), except as otherwise provided

herein. The arbitration will be conducted in Miami, Florida, and Passengers consent to the personal jurisdiction of the U.S. federal courts for any case arising out of or otherwise related to this arbitration and/or its enforcement.

This Agreement is subject to all applicable rules, regulations, approvals and certifications in effect from time to time including, but not limited to those promulgated by the Federal Aviation Administration and the United States Department of Transportation. This Agreement binds the parties and their successors and assigns. Any amendments to, revisions of, or waivers of any provisions of this Agreement must be in writing and signed by the party against whom such amendments, revisions or waivers are sought to be enforced. Notices (including service of process) are sufficient if given to the address set forth above by overnight delivery with a nationally recognized carrier, or by facsimile or email transmission. If any provision of this Agreement is held unenforceable by a court, the remainder of the Agreement shall remain effective. This Agreement may be executed in counterparts, each of which shall be deemed an original. Execution and delivery of this agreement by facsimile signature shall have same force and an effect as a manually executed original.

Each Passenger agrees that they shall use the aircraft only for their own pleasure or for business, 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; (iii) for any illegal purpose including in violation of any applicable law or sanctions; (iv) for the transportation of precious metals, gems or cash as cargo; or (v) for any commercial use, including photography/filming, without prior written approval.

9. Pets | Smoking | Firearms

Any transportation of pets or firearms must be communicated to the Operator at the time of booking; not all aircraft permit transportation of pets or smoking. E-Cigarettes and Smokeless cigarette usage is prohibited and may only be packed in carry-on items such as briefcases or purses in the main cabin. They must NOT be packed in luggage stowed in the luggage compartment.

10. Prohibited Items

Prohibited items with lithium-ion batteries such as hover boards and Samsung Galaxy Note 7s are strictly prohibited onboard aircraft. They may not be packed in luggage or in boxes in baggage compartment. Prohibited items that are found will be shipped to final destination at Passenger's expense. Visit <https://www.tsa.gov/travel/security-screening/whatcanibring/all> for a full list of prohibited items. For the avoidance of doubt, any baggage and cargo of the Passenger that would violate an applicable export control law is prohibited.

11. Documentation

It is the Passenger's responsibility to have all documentation required for US and foreign travel. You will be responsible for any costs incurred due to incorrect or missing passenger documentation. For Passengers presenting a driver's license for domestic US travel, they will be required to present a valid Real ID or another approved form of identification (such as a valid passport) to board flights in line with the US federal government's updated security measures, which require Real ID-compliant identification for air travel within the United States.

12. Privacy Notice

The Transportation Security Administration of the U.S. Department of Homeland Security requires us to collect information from you for purposes of Watch List screening, under the authority of 49 U.S.C. section 114, and the Intelligence Reform and Terrorism Prevention Act of 2004. Providing this information is voluntary; however, if it is not provided, you may be subject to additional screening or denied transport or authorization to enter a sterile area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA Privacy policies, or to view the system of records notice and the privacy impact assessment, please see TSA's Web site at www.tsa.gov.

13. Voluntary Provisions of Emergency Service (VPES)

The Voluntary Provisions of Emergency Service Program permits qualified law enforcement officers, firefighters and emergency medical technicians to volunteer services during in-flight emergencies. Interested and qualified guests can add this during the reservation process, if willing to be called upon by a crewmember or flight attendant to provide voluntary emergency services in the event of an in-flight emergency. You may also contact our Reservations Center prior to departure or a Customer Service Agent at your departure location for more details. Qualified individuals must provide a current credential, document, and ID to determine whether he or she meets the definition of a qualified individual.

14. Conduct

Passenger shall conduct themselves in an appropriate manner at all times. Passenger shall not harass, harm, or act inappropriately toward any other passenger and/or person involved with the arrangement or provision of flight services, including the Operator's employees and/or representatives.

15. Sanctions & Compliance

Passenger is not a person designated in published lists issued by the U.S. government or the United Nations or the European Union as a Specially Designated National or a Designated Person, a terrorist, a foreign terrorist organization, an organization that assists or provides support to a foreign terrorist organization, a proliferator of weapons of mass destruction, a narcotics trafficker and/or any other similar designation that would prohibit the Operator from engaging in a transaction with that individual or entity under applicable law), and/or is the subject or target of any economic or trade sanction law or regulation or travel ban. Passenger shall give the Operator all necessary consent and permission to carry out due diligence and/or other screen activities, and will provide all information and documentation reasonably requested by the Operator at any time. Passenger shall comply with any and all applicable laws, including economic and trade sanction laws and regulations which are applicable to them, including without limitation the economic and trade sanction laws and regulations enacted by the United States, the United Nations, and the European Union.

Without prejudice to the foregoing, the Operator may, without liability to Passenger or to any other person or entity, refuse carriage, including the continuation of carriage, to any person if, in the sole and absolute judgement of the Operator, such person has been convicted or adjudicated

of a criminal offence in any jurisdiction: (i) related to drug possession or trafficking, human rights violations, terrorism, or to fraud, theft, bribery, corruption, money laundering, terrorist financing or other financial impropriety; and/or (ii) which, in the sole and absolute judgment of the Operator, may bring the Operator into disrepute, including, without limitation, in violation of any applicable law; and/or (iii) which, in the Operator's reasonable opinion, is prejudicial to the Operator's interests.

Without prejudice to Section 6 above, Passenger assumes all liability and shall indemnify, reimburse, and hold free and harmless the Operator, its affiliates, and their officers, directors, shareholders, employees, agents, related parties, and subcontractors (each an "Indemnitee"), from and against any and all claims, demands, suits, judgments, losses, fines, penalties, damages, costs, liabilities and causes of action, including costs and expenses incidental thereto, incurred or suffered by any Indemnitee by reason of or in connection with a breach or deemed breach by Passenger of any representation, warranty, undertaking or acknowledgement herein.