

**Air Partner Int. GmbH
Premium Terms and Conditions
(PT 2019)**

29.08.2019

INTRODUCTION: Who is who and who does what

Air Partner Int. GmbH

We are an aircraft charter broker. As such, we do not operate aircraft. We contract with you, the Charterer, to provide brokerage and facilitation services to enable you to charter an aircraft that meets the needs you have specified to us. If requested, we will also assist in the preparatory logistics for the itinerary you have specified. The actual flight is undertaken by the Air Carrier, a licensed air carrier operating aircraft owned and/or operated by them. You will enter into a Charter Contract with the Air Carrier which sets out the terms and conditions of the charter of the Aircraft to you. We act in connection with the entering into of the Charter Contract on your behalf and only as your agent.

However our relationship with you is more than that of a facilitator. We treat you principally as our customer and take specific responsibility to you for the provision of our service. Our clear contractual aim and intent is to ensure that your requirements are met in a satisfactory manner.

Some things in aviation are outside our control and there can be failures in the service provided to you by the air carrier, however suitable they were at the time of booking. To offer you additional contractual protection, our CharterPLUS product provides two key elements: first, we provide a series of warranties, described in Premium Terms 2.8, 2.9, 2.10 and 13.7, 13.8 and in the Air Partner Welfare Policy that offer you protection against non-performance by the air carrier resulting from delay, unserviceability of the Aircraft and insolvency of the Air Carrier. Secondly, we work closely and pro-actively with the air carrier to facilitate the provision of their flight services to you.

The Charterer

That is you or, if you are an agent or a travel agent, your principal, after you contract us for brokerage and facilitation services. You will most likely be an entity or individual organising air travel for others (who will themselves be the passengers on the aircraft), or you will (together with others) be a passenger on the aircraft yourself. Your contract for our brokerage and facilitation service is with us, but not for the performance of the Charter Contract and the provision of the Flight. With this Agreement we nominate an air carrier to meet your specified requirements for aircraft and you appoint and authorise us to make the arrangements for the flight on the your behalf and to provide – if stipulated in this Agreement – additional services on behalf the flight(s) and we hereby accept the appointment on those terms. Critically, you agree to ensure payment arrives on/before the specified dates, you accept certain obligations, should you terminate the contract prematurely and you agree to act as the conduit between the passengers and all other parties.

The Passengers

The passengers' contractual relationships will be with you and with the air carrier, not with us. The air carrier will carry the passengers on the basis of its own 'terms and conditions of carriage' which are to be found on their corporate website. This is a quite separate contract (with different parties) to the contract between you and us. Because we are not the air carrier, we do not have a contract with the passengers. We play no role in the contract of carriage issued by the air carrier to the passengers and do not control or influence its terms. As such, we are not responsible for the actual performance of any flight we arrange for you or the passengers.

The Air Carrier

This will be a licensed operator of the aircraft that you enter into the Charter Contract with to meet your specified requirements for aircraft. The Air Carrier provides and operates the aircraft and carries the passengers. In doing so, it will have a contract of carriage with the passengers.

1. What we mean

The following words and expressions where used in these General Terms have the meanings given to them below:

Additional Fees	Those additional fees and reimbursement of costs and expenses, charged by the Air Carrier in accordance with the Charter Contract.
this Agreement	The Confirmation of Arrangements and/or the Agreement for Charter Service you have signed and these General Terms, hereafter addressed as Terms.
Air Carrier	Any commercial air carrier or aircraft operator selected to provide the Aircraft for the period of the charter set out in this Agreement and/or the Charter Contract and with whom the Charterer enters into a contract of carriage; (including any replacement carrier or assignee) to meet the Charterer's specified requirements for aircraft. The Air Carrier provides and operates the aircraft and carries the passengers. In doing so it will have a contract of carriage with the passengers.
Aircraft	Any flying machine, - including helicopter, airship or similar to - or any alternative flying machine substituted under the Charter Contract or aircraft used to perform the Flight that may be described in the Section Charter Arrangement' in this Agreement.
Air Partner	Air Partner Int. GmbH, or Air Partner plc and/or any subsidiary of that company from time to time.
Air Partner Int. GmbH	The Air Partner subsidiary company registered in Germany with Commercial Register Number (Handelsregister) HRB 28279 Amtsgericht Köln.
Charter Contract	The charter agreement in respect of the Flight, to be contracted between the Air Carrier and the Charterer.
Charterer	The person, firm or body corporate entering into the Charter Contract as identified in this Agreement.
Charterer Group Company	The Charterer and any parent, subsidiary or associated company of the Charterer.
Charter Price	The combined price for the provision of the Charter by the Air Carrier together with the provision of facilitation services by Air Partner, as set out in this Agreement.
Check-in Time	The time or times stated in this Agreement, the Charter Contract or otherwise notified to the Charterer by the Air Carrier.
Confirmation of Arrangements	The documents setting out the aircraft charter requirements of the Charterer to which these General Terms are appended, hereafter adressed as Terms as well.
Data Protection Law	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard on the processing of personal data and on the free movement of such data (General Data Protection Regulation)
Flight	The flight or, as the case may be, each of the flights set out in this Agreement under the heading 'Route/Schedule' and further described in the Charter Contract.
GDPR	General Data Protection Regulation (see: Data Protection Law)
Loss	Any damage, injury, loss, partial loss, cost, claim or expense (including but not limited to cancellation fees, loss of profit, consequential and indirect loss or damage of any kind and liability).

Montreal Convention	The Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Montreal on 28 May 1999 which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.
Passenger	The person or persons who will be travelling on the Flight and with whom the Air Carrier will have a contract of carriage with, such contract being subject to the Montreal Convention and/or Warsaw Convention.
STA	(STA = Scheduled Time of Arrival) the scheduled time of arrival of the Flight set out in this Agreement and/or the Charter Contract.
STD	(STD = Scheduled Time of Departure) the scheduled time of departure of the Flight set out in this Agreement and/or the Charter Contract.
Term	Any general term set out in these General Terms.
Travel Documents	All passenger tickets, baggage checks, air waybills and other documents required under the Montreal Convention or other applicable law, including any documents required by immigration, Visa or passport legislation.
Warsaw Convention	The Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on 12 October 1929 or that Convention as amended by the Hague Protocol of 1955 or the Montreal Protocols of 1975 whichever may be applicable and in each case the Guadalajara Convention of 1961.

2. Air Partner's role and appointment

- 2.1 The Charterer appoints and authorizes Air Partner to nominate an Air Carrier with to meet the Charterer's specified requirements for aircraft (Air Carrier),
- 2.2 Once this agreement has been signed, which confirms the Charterer's approval of Air Partner's arrangement for charter service and the Charter Contract (regardless of whether or not the Charterer has requested a copy of the Charter Contract), Air Partner will proceed to sign the Charter Contract for and on behalf of the Charterer and will, as soon as practicable, provide written confirmation of the Charter Contract to both the Charterer and the Air Carrier.
- 2.3 The Charterer agrees to be bound by the Charter Contract and to fully perform its obligations set out in this Agreement and the Charter Contract (and any agreed variations to the Charter Contract).
- 2.4 Air Partner shall not be responsible for the failure by any Air Carrier to perform any or all of some of the Air Carrier's obligations under the Charter Contract concluded by Air Partner on the Charterer's behalf in connection with the Flight.
- 2.5 Air Partner acts in connection with the entering into of the Charter Contract on the Charterer's behalf as agent only. Air Partner does not act as Principal. The Charterer authorises Air Partner to negotiate variations to the Charter Contract as Air Partner sees fit and to enter into the Charter Contract itself.
- 2.6 **IMPORTANT NOTE:** the Charterer confirms that Air Partner is not required to negotiate or secure terms of the Charter Contract for the Charterer where to do so would result in a change in the Air Carrier's usual or standard terms and conditions for provision of chartered flights or standard industry practice.

- 2.7 The Charterer agrees that carriage will be provided by the Air Carrier and that the Air Carrier will have the exclusive responsibility for the maintenance and operation of the Aircraft for the period of the charter. The Charterer agrees that, Air Partner having no authorisation from the Air Carrier, the crew shall be the servants and agents of the Air Carrier and shall be authorised to take orders only from the Air Carrier unless otherwise agreed by the Air Carrier and recorded in writing.
- 2.8 If at any time prior to the STD, the Aircraft becomes unavailable or unserviceable, Air Partner may, in its discretion, provide reasonable assistance to find a suitable substitute aircraft. Any additional costs (that is those in addition to the Charter Price) incurred by Air Partner in obtaining such suitable substitute aircraft will be borne by Air Partner up to a limit of 150% of that portion of the original Charter Price that relates to the affected flight sector. If Air Partner is unable to find a suitable substitute aircraft within a reasonable time after the STD, Air Partner shall, except where such inability is for reasons outside Air Partner's control (which shall specifically include those matters covered under Force Majeure set out in Term 12.1), have the obligations to the Charterer expressly set out in Term 13.7.
- 2.9 If at any time prior to the STD the Air Carrier becomes insolvent and ceases flight operations, Air Partner undertakes to use reasonable endeavours to find within a reasonable time after Air Partner becomes aware of the Air Carrier becoming insolvent and ceasing flight operations a suitable substitute aircraft. Any additional costs (that is those in addition to the Charter Price) incurred by Air Partner in obtaining such substitute aircraft will be borne by Air Partner up to a limit of 150% of that portion of the original Charter Price that relates to the affected flight sector. If Air Partner is unable to find a suitable substitute aircraft within a reasonable time after the STD, Air Partner shall, except where such inability is for reasons outside Air Partner's control (which shall specifically include those matters covered under Force Majeure set out in Term 12.1), have the obligations to the Charterer expressly set out in Term 13.7.
- 2.10 The maximum limit of the financial obligation of the Air Partner Group to the Charterer under or pursuant to this Term 2 is USD 250,000 (two hundred and fifty thousand US Dollars) in respect of a contracted flight programme of a Charterer (or Charterer Group Company).
- 2.11 The Charterer will have a contractual relationship for the provision of the Flight and performance of the Charter Contract only with the Air Carrier and not Air Partner. As such, charters arranged on behalf of the Charterer are made subject to the terms and conditions and limitations of liability imposed by the Air Carrier.
- 2.12 The Charterer's legal recourse in connection with the provision of a Flight and the performance of a Charter Contract is against the Air Carrier and not Air Partner. If for any reason (including upon an insolvency event or financial failure affecting the Air Carrier), the Air Carrier is unable to provide the services for which the Charterer has contracted, the remedy lies solely against such Air Carrier.
- 2.13 Air Partner shall discharge its obligations under this Agreement with reasonable care and skill.

3. What the Charterer agrees to do

- 3.1 The Charterer shall comply and shall ensure that all passengers, their baggage and any cargo shall comply with:
- 3.1.1 All relevant laws and regulations in the Federal Republic of Germany and/or any other state of departure, transit or arrival under this Agreement and
- 3.1.2 Any requirements of the Air Carrier, including any laws and regulations of any country which are applicable to the Air Carrier's operation of the Aircraft.
- 3.2 The Charterer is responsible for the performance (or to procure the performance) of the Charterer's obligations under the Charter Contract and contained in this Agreement and set out in the Annex hereto.

- 3.3 Provided Air Partner performs its obligations under this Agreement, the Charterer shall indemnify Air Partner against any and all losses and liabilities which Air Partner may incur as a result of acting with reasonable care and skill within the scope of its authority under this Agreement as agent for the Charterer.
- 3.4 The Charterer shall complete the Travel Documents in such form as the Air Carrier or Air Partner may require as soon as practicable before STD. It shall be the responsibility of the Charterer to ensure that properly completed Travel Documents are delivered to all passengers and shippers in accordance with applicable law and that all passengers and shippers comply with the provisions of such Travel Documents.
- 3.5 The Charterer acknowledges that, in order to ensure the safety of the Aircraft, passengers, crew or cargo, the captain of the Aircraft shall have absolute discretion to take decisions concerning the operation of the Aircraft. The Charterer agrees that any and all decisions of the captain of the Aircraft shall be binding upon Air Partner and upon the Charterer, any sub-charterer and all passengers. The Charterer shall be responsible for any failure by its passengers to comply with such decisions. Air Partner shall have no liability to the Charterer in respect of any decision of the captain of the Aircraft and any consequences thereof, including any affect on the performance of Air Partner's obligations under this Agreement.

4. Data protection

4.1. Air Partner's role and appointment

- 4.1.1 Air Partner will only collect and process personal data from natural persons if and to the extent that at least one of the following applies:
- the data subjects (or the Charterer on their behalf, see following clause 4.2) have given Air Partner consent to the processing of his or her personal data for one or more specific purposes pursuant to Article 6 para. 1(a) GDPR, or
 - processing is necessary for the performance of Air Partner's contractual obligations pursuant to Article 6 para. 1(b) GDPR, or
 - processing is necessary for compliance with a legal obligation to which Air Partner is subject, Article 6 para. 1(c) GDPR
 - processing is necessary in order to protect the vital interests of the data subject or of another natural person, Article 6 para. 1(d) GDPR, or
 - processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in Air Partner, Article 6 para. 1(e) GDPR, or
 - processing is necessary for the purposes of the legitimate interests pursued by Air Partner or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child, Article 6 para. 1(f) GDPR.
- 4.1.2 Generally Air Partner will only disclose data to third parties to the extent disclosure is required to perform its contractual or legal obligations, or to perform the Charterer's contractual or legal obligations on behalf of the Charterer.

Because the scope of the data required for air carriage varies from case to case and depends on the flight destinations, the legal situation at the time of the flight and/or the personal carried, or any other circumstances, Air Partner does not verify which data in the individual case is absolutely necessary to be disclosed and which data is not. With regard to the personal data the Charterer or the person seeking carriage discloses to Air Partner on a voluntary basis, Air Partner assumes that it is authorized to disclose all such data on the basis of the data subjects' corresponding declaration of consent granted to the respective airline and/or the authorities pursuant to Article 6 para.1(a) GDPR.

- 4.1.3. Air Partner will only store the personal data as long as it is needed to achieve the purpose of processing, or if storage is required under a statutory retention period. Data will only be stored for longer periods on the basis of a declaration of consent and only for as long as the consent is not revoked.

4.2 What the Charterer agrees to do

- 4.2.1 The Charterer warrants to Air Partner that the data of third parties which the Charterer passes on to Air Partner have been collected in a lawful manner and that Air Partner is authorized to process these data and to disclose them to third parties for the purpose of performing Air Partner's and/or the Charterer's contractual or legal obligations.
- 4.2.2 The Charterer expressly confirms that for the data which the Charterer passes on to Air Partner at least one of the alternatives a-f specified by Article 6 para. 1 GDPR (see preceding clause 4.1.1) applies.
- 4.2.3 The Charterer undertakes to indemnify Air Partner against all claims by data subjects, other third parties and authorities brought against Air Partner on the grounds of the Charterer's a failure to meet its obligations set out in the preceding clauses 4.2.1. and 4.2.2

4.3 Rights of data subjects:

Data subjects have the right to receive information concerning the processing of their data free of charge, to request their data to be completed, to have their data deleted or blocked under certain conditions, to object against the processing, to revoke consent to the processing with effect on the future and to lodge a complaint with the relevant supervisory authority. (See Art. 7 para. 3; 15 to 18; 20; 21; 77 GDPR)

5. Loading and embarkation

- 5.1 The Charterer shall ensure that passengers and their baggage and any cargo shall be at the specified check-in point at the departure airport not later than the Check-in Time and that all passengers possess all Travel Documents and all necessary identity documents, visas and other documents required by the authorities of states of departure, transit and arrival of the Flight for the transportation of them, their baggage and any cargo.
- 5.2 If the Flight is, or is to be, delayed beyond the STD by reason of any failure to comply with Term 5.1 or any other act or omission on the part of the Charterer or any sub-charterer or any passenger, then Air Partner may, in its sole discretion endeavour to make arrangements with the Air Carrier to re-schedule the affected Flight provided always that the Charterer shall indemnify Air Partner in full against any Loss incurred by Air Partner as a result of such delay. However, Air Partner reserves the right in such circumstances to cancel this Agreement or the affected Flight without liability to the Charterer, and to charge the Charterer cancellation fees in accordance with Term 10.3 or/and this Agreement or the Charter Contract.

6. Charter Price

- 6.1 The Charter Price is payable to Air Partner in accordance with the section "Charter Price" in this Agreement.
- 6.2 The Charter Price includes the cost during the period of the charter of flight operation, fuel, oil, maintenance, landing, hangarage, parking, ground handling and the remuneration and expenses of air crew. The Charter Price also includes all of Air Partner's services as contracted. Whether any additional costs are included in the Charter Price is specified in this Agreement.
- 6.3 All other costs including (but not limited to) all licence fees, clearance fees, royalties and non-objection fees, baggage screening charges, security charges, increased airline insurance rates, customs duties, airport and passenger taxes, connections to and from airports, ground accommodation and cabin services shall exclusively be for the account of the Charterer unless otherwise specified in this Agreement. The Charterer shall, without the need for any demand to be made, exempt Air Partner or the Air Carrier from these costs or reimburse in full any such invoiced costs paid by Air Partner or the Air Carrier.

6.4 The Charter Price is capable of variation in accordance with this Agreement or with the Charter Contract. It is subject to any applicable taxes and also to any surcharge for any fuel, insurance or currency variations imposed by the Air Carrier. If the Charterer is employer (Unternehmer) in the meaning of § 14 German Civil Code, he agrees to be bound by any such variations.

6.5 The Charterer will, without the need for any demand to be made, pay on demand to Air Partner (only, if agreed in writing by Air Partner, direct to the Air Carrier) the Charter Price, any Additional Fees or other additional sums due and payable under this Agreement.

The Charterer shall pay Air Partner any additional sums which are agreed between Air Partner or which are required as a result of the Charterer's instructions or lack of instructions, the inaccuracy of any information or material provided by the Charterer (or a Passenger) to Air Partner (or Air Carrier) or any other cause attributable to the Charterer.

6.6. The Charter Price and all other charges provided for in this Agreement are exclusive of value added or sales taxes which shall be paid in addition by the Charterer at the rate ruling at the tax point.

6.7 Air Partner will be responsible for the safekeeping of Charterer's funds whilst the same are in Air Partner's bank account. As soon as monies are transferred to the Air Carrier, Air Partner bears no further responsibility or liability in respect of the safekeeping or proper application of such funds by the Air Carrier.

7. Payment

7.1 Unless otherwise agreed in writing or set out in this Agreement, the Charterer shall pay Air Partner the Charter Price in Köln in the currency stated and at the time (or times, where payment by instalments or an escrow arrangement applies) specified in this Agreement. Payment of any other costs agreed between the Charterer and Air Partner and provided for in this Agreement, shall be made in Köln in the currency stated in this Agreement. Such payment of such other costs shall be made within the date determined in the invoice or at least five working days prior to departure of the first Flight if sooner, unless agreed otherwise in writing signed by the authorised signatory of Air Partner. Time is of the essence as regards payment of the Charter Price.

7.2 If any payment is not received by the date specified in this Agreement, and an additional grace period given by Air Partner has elapsed, Air Partner may, without prejudice to any other rights or remedies it may have in respect of such default to suspend provision of the any services, cancel this Agreement with no further liability to the Charterer - and Air Partner will be entitled to cancellation fees in accordance with this Agreement- and/or charge interest on the outstanding amount (both before and after any judgment) at the rate of 9 percentage points (5 percentage points if the charterer is a consumer according to § 13 German Civil Code) above the German base rate from time to time from the due date until the outstanding amount is paid in full. The Charterer acknowledges that late payment may result in the Charter Arrangements set out in this Agreement being cancelled in accordance with this Agreement and that cancellation or demurrage charges may apply.

7.3 All payments to be made by the Charterer under this Agreement shall be in cleared funds and without deduction. Set-off or withholding are excluded except for counterclaims that are recognized by Air Partner or a final court decision. Time shall be of the essence in respect of the date for payment of any amount under this Agreement.

8. Licences and international regulations

8.1 All Flights are conditional on the grant and continued retention of, and are subject to, the terms and conditions of (i) the relevant air transport licence issued to the Air Carrier by the relevant authority and (ii) any further licences or authorities which may be required for the operation of the Flight, whether required under the laws or regulations of the state in which the Aircraft is registered or any other state to, from or over which the Aircraft will be flown in the course of the Flight.

- 8.2 If licences and authorities required for the operation of the Flight are in Air Partner's reasonable opinion, not likely to be obtained in good time or where obtained are not likely to be retained, Air Partner shall have the exclusive discretion to cancel this Agreement without any or further liability to the Charterer except that Air Partner shall be obliged to refund monies paid by the Charterer after deducting (i) a reasonable amount for the costs of administration and (ii) any non-refundable amount paid to the Air Carrier under the Charter Contract.
- 8.3 The Charterer warrants on a continuing basis that, except where this Agreement expressly specifies the charter type as 'sole use', both it and any sub-charterer are the holders of Travel Organisers' Licences (German "Sicherheitsschein" or other national equivalent), and that any bond required to be maintained under the terms of any such licence is and will be in full force and effect during the period of this Agreement.

9. Changes, delays, alterations and diversions

- 9.1 Air Partner shall have no responsibility for delays in departures or arrivals unless as a direct result of Air Partner failing to perform its obligations under this Agreement, provided that Air Partner shall not be responsible if the failure on its part is due to factors outside Air Partner's control such as but not limited to air traffic control problems, crewing delay or shortages, adverse weather conditions, or factors affecting the Aircraft on any earlier flight. Once the Aircraft has departed all STAs are indicative only.
- 9.2 If for any reason the Aircraft is diverted from any destination airport set out in this Agreement, the Flight or the affected Flight as the case may be, shall be deemed complete when the Aircraft arrives at the airport to which it has been diverted. Air Partner shall have no responsibility in respect of diversions or the effect or diversions on the Charterer (or passengers).
- 9.3 Where, at the request of the Charterer, Air Partner arranges for passengers to be transferred to their original destination by alternative means of transport, it shall be deemed to arrange such service as agent only for the Charterer and shall under no circumstances whatsoever be liable for (and the Charterer shall fully indemnify Air Partner against) any Loss incurred by Air Partner and arising out of such arrangements or transport. All costs of any such transfer shall exclusively be for the account of the Charterer.
- 9.4 Should the Charterer find it necessary to cancel or amend all or part of this Agreement or a Charter Contract, it shall immediately notify Air Partner in writing. Cancellation/amendment charges will apply; these charges will increase the nearer to departure the cancellation/amendment is made and can be as high as 100%. The scale of cancellation/amendment charges to be applied will be outlined in this Agreement.
- 9.5 Refunds (whole or partial) of the Charter Price owing to a cancellation are subject to this Agreement. Air Partner is not responsible for providing a refund on the basis the Charter Contract is between the Air Carrier and the Charterer. It will however offer the Charterer reasonable assistance in liaising with the Air Carrier as regards the consequences of making a variation to or cancelling a Flight or the Charter Contract.
- 9.6 Air Partner is not responsible for any loss that may occur when in the captain's sole discretion it may be necessary for any Flight to be diverted, interrupted or stopped in order to remove any passenger whose conduct or mental or physical condition is such as to cause discomfort or nuisance to other passengers or involve any hazard or risk to the passenger or other passengers or to property. The Charterer shall release Air Partner in full from any claim against Air Partner as a result of such diversion, interruption or stopping and removal.

10. Sub-contracts and assignments

- 10.1 In performing its obligations under Term 2 Air Partner shall be entitled to select as the Air Carrier any licensed commercial air transport operator to provide the Aircraft and crew and to operate the Flight and to provide any other ancillary services. Air Partner shall also be entitled at any time to change the Air Carrier identified in the Charter Contract to any other licensed commercial air

transport operator of equivalent standard. Save where the Charter Contract identifies the charter type as "sole use" the Charterer may sub-charter the Aircraft but Charterer shall nonetheless remain responsible for the performance of its obligations under this Agreement and for the acts and omissions of any such sub-charterer as if they were the Charterer's own acts and omissions

- 10.2 Air Partner may assign or subcontract this Agreement (or part thereof) to a subsidiary or associated company. Except in case § 354 a German Commercial Code is applicable, the Charterer shall not be entitled to assign this Agreement without the prior written consent of Air Partner (such consent not to be unreasonably withheld).
- 10.3 In entering into this Agreement Air Partner neither acts nor holds itself out as a principal in respect of the provision of air services nor as a licensed Air Carrier and neither does Air Partner act as the agent of the Air Carrier. This Agreement is entered into by the Charterer both on its own behalf and as agent for the sub-charterer (if any) and all passengers and cargo owners. If in spite of this a claim is asserted or enforced by legal action by any subcharterer, passenger or cargo owner against Air Partner the Charterer shall release Air Partner in full.
- 10.4 The Charterer shall fully indemnify Air Partner against any Loss incurred by Air Partner as a result of any failure on the part of the Charterer or of any sub-charterer, passenger or cargo owner to comply with the provisions of Terms 3 and 4 and against any liability to any sub-charterer, passenger or cargo owner in excess of the limits set out in Term 13.

11. Cancellation and termination

- 11.1 The Charterer may cancel this Agreement at any time prior to departure (except in order to contract with another broker or to contract directly with a carrier) by notice in writing to Air Partner provided such notice is received by Air Partner. Upon such cancellation, the Charterer shall be obliged to make payment of the Cancellation Charges. The Charterer will be allowed to submit evidence that no damages resulted from the cancellation or that the damages were considerably less extensive than those cited in conjunction with the cancellation charges. Air Partner has the right to apply any monies paid to it by the Charterer against such cancellation charges. To the extent further sums remain due from the Charterer to Air Partner or the Air Carrier, the Charterer agrees to pay such sums on demand of Air Partner and in full.

The date on which written notice of cancellation is received by Air Partner shall be valid for determining the point in time at which a cancellation becomes effective. If notification is received on a day not considered a working day – this includes Saturdays – written notice will be deemed to have been received on the next working day. Notices of cancellation sent by fax or e-mail must be received by Air Partner Int. GmbH by 4:00 p.m. local time. Any notices of cancellation received after that time, will be deemed to have been received on the next working day.

- 11.2 Air Partner may terminate this Agreement immediately by notice in writing if:
- 11.2.1 the Charterer commits a breach of this Agreement which is incapable of remedy or which, if capable of remedy, is not remedied within such reasonable time as Air Partner shall require; or
 - 11.2.2 the Charterer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of the Charterer's business; or
 - 11.2.3 the Charterer, in Air Partner's reasonable opinion is, or is likely to, damage Air Partners' reputation or trading position; or
 - 11.2.4 if licenses and authorities required for the operation of the Flight are in Air Partner's reasonable opinion not likely to be obtained in good time or where obtained are not likely to be retained; or
 - 11.2.5 the Charterer (or any partner in it) suspends, or threatens to suspend, payment of its debts; or

- 11.2.6 if, after the date of this Agreement it becomes recognizable that the Charterer (or any partner in it) is unable to pay its debts, (unless the charterer provides security); or
 - 11.2.7 the Charterer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Charterer with one or more other companies or the solvent reconstruction of the Charterer; or
 - 11.2.8 the institution of a judicial or administrative procedure pursuant to the law of the Charterer's country, whereby the assets and affairs of the Charterer are made subject to control or supervision by the court or a body or person appointed by law or by the court, for the purpose of reorganization or liquidation the whole or any material part of the assets of the Charterer or the rescheduling, settlement or suspension of payment of his debts; or
 - 11.2.9 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the whole or any material part of the Charterer; or
 - 11.2.10 a person becomes entitled to appoint a receiver over the whole or any material part of the assets of the Charterer or a receiver is appointed over the whole or any material part of the property, undertaking or assets of the Charterer; or
 - 11.2.11 a procedure described above has rejected or stopped for lack of assets; or
 - 11.2.12 the execution of a judgment fails to satisfy the amount owing in full; or
 - 11.2.13 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Charterer other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
 - 11.2.14 a floating charge holder over the whole or any material part of the property, undertaking or assets of the Charterer has become entitled to appoint or has appointed an administrative receiver; or
 - 11.2.15 a person becomes entitled to appoint a receiver over the whole or any material part of the assets of the Charterer or a receiver is appointed over the whole or any material part of the property, undertaking or assets of the Charterer; or
 - 11.2.16 any partner in the Charterer (being an individual) is the subject of a bankruptcy petition or order; or
 - 11.2.17 a creditor or encumbrancer of the Charterer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any material part of the property, undertaking or assets of the Charterer and such attachment or process is not discharged within 14 days; or
 - 11.2.18 an analogous event occurs or proceeding is taken with respect of the Charterer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of those events in this General Term 11.2.
- 11.3 If Air Partner shall terminate this Agreement under Term 11.2 or in accordance with the Terms 5.2 or 7.2, the Charterer shall forthwith pay Air Partner cancellation fees in accordance with this Agreement. If Air Partner shall cancel one or more out of a number of Flights or part way through the performance of the Charter Contract, the Charterer shall pay Air Partner cancellation fees based on such proportion of the Charter Price as Air Partner shall reasonably determine.

12. Force majeure

- 12.1 Air Partner shall not be liable for any default under this Agreement or in a failure on the part of the Air Carrier to perform the Charter Contract, where such default is caused by any event beyond its control including (but not limited to) acts of God, explosions, revolutions, acts of terrorism, hijacking, insurrection, riot, civil commotion, war, national or local emergency, act of government, lock-out, strike, industrial dispute or action, crew, handling or air traffic control personnel issues, fire, lightning, flooding, embargoes, quarantine, requisition of an aircraft or cargo, acts or omissions of third parties, lack of serviceability of Aircraft or operation of Aircraft resulting from other unforeseeable events such as supply chain issues or a financial markets crisis, weather conditions, service bulletins, airworthiness directives, or accident to the Aircraft or any part of it, the act of any authority. Air Partner shall inform the Charterer if it becomes aware of any event referred to in this Term which is likely to delay any flight beyond the STD.
- 12.2 Where there is any heightened threat of war, acts of terrorism, hijacking, or civil commotion, any benefits provided by Air Partner which are based on insurance coverage shall be subject at any time to any restrictions or change imposed by insurers at the time of Flight.

13. Limitation of liability

- 13.1 This Agreement does not constitute a contract of carriage. Air Partner is not and does not act as a common carrier or other carrier in respect of any of its obligations under this Agreement. Air Partner shall not be deemed to be acting as a common carrier in respect of any carriage provided to the Charterer by the Air Carrier. Neither shall the acceptance or performance by Air Partner of any of its obligations under this Agreement impute to it any responsibilities and liabilities of the operator of an aircraft.
- 13.2 Should Air Partner be deemed for any reason to be acting under or in connection with this Agreement as a carrier, then to the extent to which such carriage constitutes international carriage under the Montreal Convention or, in any jurisdiction in which the Montreal Convention does not apply, under the Warsaw Convention, any liability of Air Partner to the Charterer or passengers shall be subject to (and the Charterer agrees that Air Partner shall have the benefit of) the provisions of the Montreal Convention or as the case may be, the Warsaw Convention.
- 13.3 In entering into this Agreement Air Partner neither acts nor holds itself out as a principal in respect of the provision of air services nor as a licensed air carrier and neither does Air Partner act as the agent of the Air Carrier.

13.4 Warranty and liability **Important note**

In the event that Air Partner is deemed to be liable for damages, indemnification will only be due in cases of slight negligence under the condition of loss of life, physical injury, impairment to health, or a breach of fundamental contractual obligations. Air Partner is also liable for deliberate or negligent breaches of obligation by its legal representatives or its agents only to this extent. Liability for negligence is otherwise excluded.

With the exception of cases of intent or gross negligence, no liability is accepted for incorrect information, implied assurances, or any other grounds for liability resulting from a breach of contract law or laws of obligation. With the exception of cases of deliberate or grossly negligent breach of duty, this exclusion of liability also applies to damages caused by employees, agents, contract partners or other service providers commissioned by Air Partner and which are to be attributed, on whatever grounds, to Air Partner.

With the exception of cases of intentional or grossly negligent breach of duty, liability shall be limited in extent to 75% of the price of the charter or, in the case of auxiliary services, to maximum of 75% of the fee for such services.

Air Partner does not accept any liability of whatever nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of third party providers over whom it has no direct control; this includes (without limitation) the Air Carrier, handling agents, caterers and ground transportation.

Air Partner shall not be liable to the Charterer for damages, costs, expenditures or other claims for compensation on grounds of:

- erroneous information, provided to Air Partner or the Air Carrier either by the Charterer or by a Passenger;
- or information or instructions provided to Air Partner in an incomplete, erroneous, inaccurate, unclear, irregular or improper form,
- or a delay in arrival, failure to arrive, or any other act of delinquency on the part of the Charterer or the Passenger.

Air Partner does not give any warranty, guarantee or other term as to the quality, financial strength or solvency, fitness for purpose or otherwise of the Air Carrier or any third party providers.

Air Partner assumes no liability to the Charterer and shall not be considered delinquent in terms of this Agreement on grounds of delayed fulfilment or non-fulfilment of duties or obligations on the part of Air Partner within the framework of this Agreement, when these are the result of a ground or grounds over which Air Partner has no influence

The Charterer agrees to indemnify Air Partner and its officers, employees and agents against all losses, costs, damages, claims and expenses arising from:

- any breach of this Agreement by the Charterer;
- any act or omission by the Charterer, a Passenger, or the Charterer's officers, employees or agents; or
- any claim, action, demand or proceeding by a third party against Air Partner caused or contributed to by the Charterer, a Passenger, or the Charterer's officers, employees or agents.

Except to the extent that such liability is expressly provided for in this Agreement, Air Partner shall be under no liability or obligation to the Charterer, its employees and agents or to the Charterer's passengers for any Loss, whether arising out of breach of this Agreement or negligence or otherwise.

- 13.5 Except in the case of fraud or except where such statement or representation appears in these Terms or is otherwise confirmed in writing and signed by an authorised officer of Air Partner, Air Partner shall have no liability for any statement or representation made by any employee or agent on any matter connected with this Agreement, regardless of whether they are the result of a breach of this Agreement or negligence or other causes.
- 13.6 All other warranties or conditions of a legal or other nature (without limitation, including those related to quality and suitability, are hereby excluded to the extent permitted by law.
- 13.7 If the Aircraft is unavailable or unserviceable at STD and passengers are delayed, then Air Partner agrees that in addition to its express obligations under Term 2.8 it shall, except where such unavailability or unserviceability has been caused by reasons outside Air Partner's control (including as defined in Force Majeure in Term 12.1), bear those reasonable and properly evidenced costs of the care of Charterer's passengers, which are directly attributable to such delay and which are set out in (and subject always to the limits laid down in) Air Partner's Welfare Policy in force from time to time, a copy of which is available on request.
- 13.8 If the Aircraft is unavailable or unserviceable at STD and Air Partner shall have failed to meet its obligation set out in Term 2.8 to find a substitute aircraft within a reasonable time after the STD, then, except where such failure is for reasons outside Air Partner's control (which shall specifically include those matters covered under Force Majeure set out in Term 12.1), the Charterer shall be

entitled to cancel the affected Flight and Air Partner shall have the following obligations to the Charterer (and shall have no further liability to the Charterer or passengers):

- (i) to refund the Charter Price paid by the Charterer or where only one or more out of a number of Flights are cancelled, to refund such proportion of the Charter Price as Air Partner shall reasonably determine; and
- (ii) to pay a maximum of €150,00 per Charterer's passenger for direct losses incurred by such passenger.

The maximum limit of the financial obligation of the Air Partner Group to the Charterer is USD 250,000 (two hundred and fifty thousand US Dollars) in respect of a contracted flight programme of a Charterer or Charterer Group Company (see Term 2.10).

14. No waiver

No failure or delay by either party in exercising any remedy, right, power or privilege under this Agreement shall operate as a waiver of the same.

15. Entire agreement, written form, notices and general

- 15.1 This Agreement and its Annex shall constitute the entire extent of the Agreement between the parties hereto in relation to the subject matter hereof and shall supersede all prior agreements and arrangements, whether written or verbal, between the parties.
- 15.2 No variation of this shall be effective unless made in writing expressed to be such a variation and signed by or on behalf of the parties by their respective authorized officers.
- 15.3 A notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 15.4 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement and the validity and enforceability of the other provisions of this Agreement shall not be affected. In this case the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the parties' original commercial intention.
- 15.5 A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts.

16. Law of agreement and jurisdiction

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany

If the Charterer is a merchant, legal entity under public law, or a special public fund, or has no general place of jurisdiction in Germany, the parties irrevocably submit to the exclusive jurisdiction of the court of Cologne, Germany for the resolution of any claim or dispute arising out of or in connection with this Agreement.

- 16.2 The headings of these Terms shall be for convenience only and they shall not affect the interpretation of any part of this Agreement.

- 16.3 The Charterer and Air Partner agree that they do not intend that any provision of this Agreement should be enforceable by any party that is not a signatory party to this Agreement.
- 16.4 Should any provision of this Agreement be held to be unenforceable for any reason then it shall not affect the enforceability of any other provision of this Agreement.

Annex 1 Charterer Responsibilities

1. Data protection

To ensure that the General Data Protection Regulation is complied with as regards the collection and disclosure of any personal data of Passengers (including sensitive personal data, as defined under the Act). This includes ensuring the correct spelling of names, title, age, passport and visa information as well as any health or dietary information.

2. Passenger information

The Charterer must provide the minimum passenger information required by the destination country and it remains the responsibility of the Charterer to ensure that such information is correct and fully complies with the minimum passenger information requirements of the destination country.

3. Travel Documents and entry requirements

- 3.1 The Charterer shall complete or arrange for the completion of the Travel Documents in such form as the Air Carrier or Air Partner may require as soon as practicable before the scheduled departure date of the Flight, or if applicable, the first Flight. It shall be the responsibility of the Charterer to ensure that properly completed Travel Documents are delivered to all passengers and shippers in accordance with applicable law and that all passengers and shippers comply with the provisions of such Travel Documents. 'Travel Documents' shall mean all passenger tickets, baggage checks, air waybills and other documents required under the Montreal Convention or other applicable law together with any passport and visa requirements.
- 3.2 The Charterer will check the relevant entry requirements for the country or countries the Passenger is visiting and to ensure that each Passenger holds a valid passport, visas, re-entry permits and other required documentation which meet the requirements of relevant immigration and other government authorities.
- 3.3 Neither Air Partner nor the relevant travel service companies accept any responsibility if a Passenger is unable to travel because of failure to comply with any passport, visa or immigration requirements. Air Partner can, on request from the Charterer, put the Charterer in touch with an organisation to assist with visa or immigration requirements.

4. Compliance with regulations

- 4.1 The Charterer shall comply and shall ensure that all passengers, their baggage and any cargo shall comply with all relevant laws and regulations in Germany and/or any other state of departure, transit or arrival under this Agreement.
- 4.2 The Charterer warrants on a continuing basis that, except where the Charter Contract expressly specifies the charter type as 'sole use', both it and any sub-charterer are the holders of Air Travel Organisers' Licences and that any bond required to be maintained under the terms of any such licence is and will be in full force and effect during the period of this Agreement.

5. Provision of information

- 5.1 The Charterer will supply to Air Partner at the Charterer's own expense such documentation and information and such technical, market and other support as Air Partner may from time to time reasonably require.

6. Insurance and medical conditions – passengers

6.1 The Charterer will ensure that travel insurance is in place in respect of each Passenger. Each Passenger should travel with adequate insurance cover. Such insurance will ensure that they are covered against unforeseen cancellation fees, medical costs incurred whilst away from home, personal liability claims, loss of money etc.

6.2 The Charterer will:

- a) make Air Partner aware of any pre-existing medical conditions of all Passengers as soon as possible; and
- b) ensure that each Passenger is aware of any health requirements for their travel destinations, to arrange for required vaccinations and to ensure that such persons carry all necessary vaccination documentation.