



WHEREAS, Alerion Jets, LLC is in the business of arranging charter transportation on aircraft operated by certificated air carriers and acts as an agent for charter customers.

WHEREAS, CLIENT wishes to appoint Alerion Jets, LLC as its agent to arrange charter transportation and to provide or arrange for ancillary services. All services described in this Agreement shall be referred to as the "Services".

NOW THEREFORE, in consideration of the mutual promises contained herein, and for good and valuable consideration, Alerion Jets, LLC and CLIENT mutually agree as follows:

1. Term

- 1.1. This Agreement shall apply to all charter flights arranged by Alerion for CLIENT and shall remain in full force and effect until terminated in writing by either Party at any time. Termination will not relieve CLIENT of any obligation to pay for Services that have been provided prior to the date of termination. This Agreement does not constitute a commitment on the part of either Party for any specific charter flight.

2. Alerion Jets, LLC as Agent, Operational Control

- 2.1. CLIENT appoints Alerion as its agent to arrange for charter transportation when requested by CLIENT.
- 2.2. All charter transportation will be operated by air carriers (each, an "Air Carrier") certificated by the Federal Aviation Administration, and registered with the Department of Transportation. Flights will be operated in accordance with Federal Aviation Regulations ("FAR") Part 135 and the Air Carrier will have operational control at all times.
- 2.3. Alerion, in consultation with CLIENT, shall select an Air Carrier to provide the transportation requested by CLIENT after seeking and reviewing charter trip quotes. Alerion will enter into, or will already have entered into, a standard charter transportation agreement with the selected Air Carrier, not in its own capacity, but as agent for CLIENT. Alerion will notify CLIENT of the name of the Air Carrier at the time the Air Carrier is selected and will provide CLIENT with copies of the charter transportation agreement upon request.

3. Costs / Flight Service Rate / Incidental Fees and Taxes

- 3.1. Flight charges will be computed and invoiced based on the rates quoted by the selected Air Carrier for specific flights. Rates will vary for specific aircraft types and are subject to change without notice, except for any Confirmed charter flight.
- 3.2. All costs and expenses incurred for CLIENT's itinerary, including but not limited to catering, ground transportation, flight phone, hangar, de-icing, international fees, crew overnights, flight attendant, and other related expenses, will be charged to CLIENT and may be included in the preliminary invoice (described below in Section 4.2) or billed separately after completion of the itinerary and services.
- 3.3. Alerion will invoice CLIENT, and CLIENT shall pay, all taxes applicable to each charter flight, including but not limited to: (i) federal and state excise taxes; (ii) leg segment taxes; (iii)



international departure and arrival taxes; and (iv) other fees, taxes or charges imposed by any governmental or airport authority.

- 3.4. When applicable, Alerion will charge CLIENT an agreed upon commission for arranging the charter transportation for each itinerary,

4. Payment

- 4.1. CLIENT shall supply Alerion with all payments and information reasonably requested by Alerion in order to secure the itinerary requested by CLIENT.
- 4.2. Alerion will send CLIENT a preliminary invoice in an amount equal to the quoted flight charges, anticipated costs and expenses, known fees, taxes, and the agreed upon commission. This preliminary invoice shall be paid in full not less than 72 hours prior to the date of the scheduled flight (168 hours' for an international flight) unless other payment arrangements have been requested and approved by Alerion.
- 4.3. Additional expenses incurred but not included on the preliminary invoice will be invoiced to the CLIENT following completion of the trip, and such invoices shall be due and payable in full upon receipt of invoice. All invoices not paid within seven (7) days of the invoice date shall bear interest at a rate equal to the lesser of 18% per annum and the highest lawful rate allowable under applicable law, on all amounts outstanding for more than thirty days after the invoice date, plus all reasonable costs of collection (including, without limitation, attorney's fees).

5. Flight Scheduling

- 5.1. CLIENT shall be responsible for promptly notifying Alerion in writing of any changes to the list of authorized individuals. CLIENT shall be liable for any costs incurred by Alerion due to CLIENT's failure to notify Alerion of such changes. These costs include, but are not limited to, all costs related to any authorized individual's activities with Alerion prior to receipt of written notice from CLIENT that such individual is no longer authorized to act on behalf of CLIENT, including the costs of any charter flight scheduled by such individual.
- 5.2. Whenever CLIENT requests a charter flight itinerary, Alerion will endeavor to locate one or more Air Carriers that are able to fulfill the charter flight request using an aircraft type appropriate for the number of passengers and itinerary. Alerion will review the information received from the Air Carrier(s) with Client, which will include in writing the details of the itinerary and costs to CLIENT (a "Quote"). CLIENT may authorize Alerion to accept a Quote by providing verbal or written confirmation to Alerion at least 48 hours (72 hours for an international flight) prior to the beginning of any such trip (or such other time as Alerion may specify), or the Quote will be cancelled automatically. Once Alerion has been authorized to accept a Quote, Alerion will notify and confirm the Quoted reservation with the Air Carrier (a "Confirmed Reservation"). In some instances, the Air Carrier may require an advance deposit to hold the aircraft designated for the Confirmed Reservation, and Alerion will notify CLIENT of such requirement.
- 5.3. ELECTRONIC SIGNATURES: Client and Alerion agree that (a) receipt of information electronically that the recipient reasonably believes to be authorized by the transmitting party shall constitute the valid signature on behalf of the transmitting party (it being agreed that transmission from an email address or cell phone number identified by the Client as an authorized email address or cell phone number shall be reasonable to accept), (b) such electronic transmission shall be deemed to satisfy any federal, state or local laws or regulations



requiring that agreements be in writing, (c) neither party shall consent the validity or enforceability of any such electronic transmission, and (d) computer maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

- 5.4. Alerion shall use reasonable efforts to inform CLIENT of any cargo, refreshment, passenger, or other restrictions or limitations imposed by the Air Carrier for the aircraft to be used for a Confirmed Reservation; provided, however, that any such restrictions or limitations shall be in addition to, and not in lieu of, any applicable rules, regulations, approvals, and certifications as provided in Section 9 below.
- 5.5. **DELAY OR TERMINATION OF TRIP.** CLIENT acknowledges and agrees that an Air Carrier may delay or terminate a charter trip under certain circumstances, including but not limited to a Force Majeure (defined in Paragraph 8.4 below) or a "Safety of Flight" determination made by the pilot in command of the aircraft, as the person directly responsible for, and who has the final authority as to, the operation of the aircraft.
- 5.6. Except for a delay or termination caused by the CLIENT or any passengers, if a trip is delayed, cancelled or terminated prior to completion because of a Force Majeure or Safety of Flight determination, CLIENT will be charged, or will receive a refund if applicable, in accordance with the selected Air Carrier's policies

6. Insurance

- 6.1 Alerion will require that all selected Air Carriers maintain aircraft liability insurance with accepted industry standard limits of liability for any aircraft arranged for under this Agreement. At CLIENT's request, Alerion will obtain for CLIENT a certificate of insurance evidencing such liability coverage and naming CLIENT as an additional insured. Insurance coverage for loss or damage to property (including, without limitation, baggage and personal effects) of CLIENT or any passenger will be limited to the relevant insurance coverage in place.

7. Damage to Aircraft

- 7.1. CLIENT agrees to pay for all reasonable costs and expenses to clean, repair or replace any property or cabin fixture damaged due to the negligence or misconduct of CLIENT or any passenger.

8. Limitation of Liability, Waiver of Claims

- 8.1. CLIENT's primary recourse for any claim, loss, damage, cost or expense involving property damage or physical injury arising in connection with the Services (a "Loss") shall be the proceeds of the insurance policies described in Section 6 above.
- 8.2. Alerion will reasonably assist CLIENT in connection with any liability or other claims it may have against any Air Carrier arising out of charter transportation provided by such Air Carrier. However, Alerion shall have no obligation to incur costs, expenses or legal fees on behalf of CLIENT in connection with such assistance.
- 8.3. In no event shall Alerion or CLIENT be liable to the other, or have any duty for indemnification or contribution to the other, for any claimed indirect, special incidental, consequential or punitive damages, costs or expenses, including attorneys' fees and including damages for loss of



revenue, profit, business opportunities and the like, even if such party had been advised, or knew or should have known of the possibility of such damages.

- 8.4. Neither party will be deemed to be in breach of its obligations hereunder or have any liability to the other for any delay, cancellation or damage in connection with any of the Services arising in whole or in part from any Force Majeure. A Force Majeure is defined as any act of God, act of nature, acts of civil or military authority, act of terrorism, strike or labor dispute, mechanical failure, lack of essential supplies or parts or for any cause beyond the control of a person or entity.
- 8.5. **WAIVER OF CLAIMS.** CLIENT HEREBY WAIVES ANY RIGHT TO RECOVER FROM ALERION JETS, LLC ANY DAMAGE, LOSS OR EXPENSE INCURRED BY CLIENT ARISING OUT OF SERVICES THAT ARE ARRANGED BY ALERION JETS, LLC IN ITS CAPACITY AS AN AGENT, INCLUDING, BUT NOT LIMITED TO ANY CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE OWNERSHIP, MAINTENANCE OR USE OF THE CHARTER AIRCRAFT, OR THE TRANSPORTATION PROVIDED BY AN AIR CARRIER.

9. Regulations, Identification

- 9.1. This Services arranged for under this Agreement shall be subject to all applicable rules, regulations, approvals, and certifications in effect which may include, but are not limited to, those promulgated by the Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) and which now or hereafter may be imposed or required.
- 9.2. Prior to boarding, all passengers must provide to the Air Carrier at least one form of government-issued photo identification (federal or state) reasonably acceptable to the Air Carrier in its sole discretion. In absence of government-issued photo identification, two forms of identification will be required; one of which must be government issued. For any flight into the U.S., passengers holding other than U.S. or Canadian passports must hold a valid Visa.
- 9.3. CLIENT is responsible for informing all passengers of the requirement to provide valid proof of identification and/or citizenship prior to boarding, and Alerion shall not be liable for the Air Carrier's refusal to board any passenger who fails to provide appropriate identification.

10. Cancellation

- 10.1. Alerion will notify CLIENT of any known cancellation policies imposed by the selected Air Carrier and applicable to the Confirmed Reservation, and CLIENT will be deemed to have received notice of any cancellation policy set forth in writing in any charter transportation agreement provided to CLIENT. All One-Way flights will have a 100% Cancellation Fee unless approved by Alerion.
- 10.2. CLIENT shall be liable for the costs, fees and expenses imposed by the Air Carrier due to CLIENT's cancellation of a confirmed itinerary, and for any other non-refundable or non-cancelable expenses and costs incurred by Alerion related to Client's Confirmed Reservation.
- 10.3. Additionally, CLIENT agrees to pay Alerion an amount equal to the commission for any Confirmed Reservation that is cancelled with less than 48 hours' notice prior to departure time (72 hours' for an international flight).
- 10.4. If CLIENT cancels a Confirmed Reservation after paying the preliminary invoice, Alerion will refund to CLIENT an amount equal to the difference between the amount paid by CLIENT and any amounts owed pursuant to Sections 10.2 and 10.3.



- 10.5. If CLIENT cancels a Confirmed Reservation prior to paying the preliminary invoice, CLIENT agrees to pay to Alerion any amounts owed pursuant to Sections 10.2 and 10.3. If amounts are owed CLIENT agrees Alerion can charge the credit card on file for the amount.

11. Interpretation and Governing Law

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The illegality or non-validity of any paragraph, clause or provision contained or referred to in this Agreement shall not affect or invalidate any other paragraph or provision hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same Agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.
- 11.2 CLIENT agrees that by signing the charter quotes provided Alerion that these terms and conditions have been read and agreed upon by both Alerion and Client.