



GENERAL TERMS AND CONDITIONS OF BROKERAGE AGREEMENT FOR AIRCRAFT CHARTER BOOKING

BLOCK HOUR PROGRAM

These General Terms and Conditions of Brokerage Agreement for Aircraft Charter Booking (the "General Terms") apply to the Block Hour Account Charter Agreement entered into between S.E.S HOLDINGS LTD, trading as SESJETS ("SESJETS" or "SES") and the Client identified therein.

SESJETS provides private aircraft charter brokerage and intermediary services. SESJETS is not a direct air carrier and does not own, maintain, control or operate the aircraft used for flights arranged under the Agreement.

All air transportation services are performed by appropriately licensed third-party air carriers holding the required Air Operator Certificate, insurance, operating approvals and other authorizations applicable to the relevant flight.

These General Terms form an integral part of the Block Hour Account Charter Agreement.

In the event of any inconsistency or conflict between these General Terms and the Block Hour Account Charter Agreement, the provisions of the Block Hour Account Charter Agreement shall prevail.

1. DEFINITIONS

1.1 Agreement

"Agreement" means collectively:

- a. the Block Hour Account Charter Agreement executed between SESJETS and the Client;
- b. these General Terms and Conditions; and
- c. each individual flight booking or confirmed Flight Schedule arranged pursuant to the Block Hour Program.

1.2 Aircraft

"Aircraft" means any aircraft arranged by SESJETS for the performance of a flight under the Agreement.

1.3 Client / Charterer

"Client" or "Charterer" means the natural person, company, firm, partnership, corporate body or other legal entity entering into the Block Hour Account Charter Agreement with SESJETS.

1.4 Charter Booking

"Charter Booking" means an individual flight or itinerary requested by the Client and confirmed in writing by SESJETS under the Block Hour Program.

1.5 Charter Contract

"Charter Contract" means the contract or contractual arrangement pursuant to which the Operator performs the relevant air transportation.

1.6 Flight Schedule

"Flight Schedule" means the agreed place of departure, destination, intermediate stops, scheduled or estimated departure and arrival times and other itinerary details applicable to a confirmed Charter Booking.

1.7 Operator

"Operator" means the duly licensed third-party air carrier responsible for the operation of the Aircraft and performance of the relevant flight.

1.8 STD / ETD

"STD" means Scheduled Time of Departure and "ETD" means Estimated Time of Departure.

1.9 Block Hour Terms

Capitalized expressions including Block Hour Account, Block Hours, Chargeable Flight Hours, Chargeable Flight Time, Fixed Hourly Rate, Program Commencement Date, Program Validity Period, Grace Period, Territory and Trip Value shall have the meanings given to them in the Block Hour Account Charter Agreement.

2. BROKERAGE SERVICES AND CHARTER BOOKINGS

2.1 Role of SESJETS

SESJETS acts solely as an aircraft charter broker and intermediary between the Client and third-party aircraft operators and/or other aviation service providers.

SESJETS does not itself provide air transportation and does not assume the responsibilities of an air carrier or aircraft operator.

2.2 Responsibility of the Operator

The Client acknowledges and agrees that the Operator shall have sole responsibility for:

- a. the operation, maintenance and airworthiness of the Aircraft;
- b. flight planning and operational control;
- c. crew selection, qualification and duty limitations;
- d. compliance with applicable aviation laws and regulations;
- e. flight safety;
- f. carriage of passengers, baggage and cargo; and
- g. all decisions falling within the authority of the Pilot-in-Command.

2.3 Confirmation of Individual Flights

Each flight requested under the Block Hour Program remains subject to confirmation by SESJETS and the relevant Operator.

A flight request shall not be considered confirmed until SESJETS has communicated written confirmation to the Client.

2.4 Aircraft Unavailability

If, before commencement of a confirmed flight, the assigned Aircraft becomes unavailable, unserviceable or otherwise unable to perform the Flight Schedule, SESJETS shall use commercially reasonable efforts to arrange a suitable replacement aircraft.

Subject to the provisions of the Block Hour Account Charter Agreement, SESJETS may substitute the originally proposed Aircraft with another aircraft of the same or higher category and comparable passenger capacity.

2.5 No Suitable Replacement

Where a confirmed flight cannot be performed for reasons not attributable to the Client and SESJETS is unable to arrange a suitable replacement aircraft, or where an alternative proposed in accordance with the Agreement is not accepted by the Client:

- a. no Chargeable Flight Hours relating to the unperformed flight sector shall be deducted from the Client's Block Hour Account; and
- b. SESJETS shall have no further obligation to provide that particular flight.

Any non-refundable third-party costs specifically and reasonably incurred in connection with the affected flight may nevertheless be charged to the Client where such costs are not recoverable by SESJETS and are permitted under the Block Hour Account Charter Agreement.

2.6 Client-Requested Changes

Any change to a confirmed Flight Schedule requested by the Client shall remain subject to Operator approval, airport availability, slots, permits, crew duty limitations and other operational considerations.

Any additional cost arising from an approved Client-requested change shall be communicated to the Client wherever reasonably possible and shall be dealt with in accordance with the Block Hour Account Charter Agreement.

2.7 Included and Excluded Costs

The costs included within and excluded from the Fixed Hourly Rate shall be governed exclusively by the relevant provisions of the Block Hour Account Charter Agreement.

2.8 Taxes and Governmental Charges

All amounts payable under the Agreement are exclusive of VAT and any other applicable taxes, duties, levies or governmental charges unless expressly stated otherwise.

2.9 Payments

All Program payments, instalments and payment deadlines shall be governed by the Block Hour Account Charter Agreement.

SESJETS shall have no obligation to confirm or arrange additional flights while any instalment or other amount properly due under the Agreement remains outstanding.

3. CANCELLATION, NO-SHOW AND TERMINATION

3.1 Cancellation by the Client

The Client may cancel an individual confirmed flight by giving written notice to SESJETS.

A cancellation shall become effective when the written cancellation notice is received by SESJETS.

3.2 Applicable Cancellation Fees

Cancellation fees for all flights booked under the Block Hour Program shall be governed exclusively by Clauses 18 and 19 of the Block Hour Account Charter Agreement.

For the avoidance of doubt, no separate cancellation schedule contained in any previous SESJETS General Terms shall apply to the Block Hour Program.

3.3 Deduction from Block Hour Account

Where the Block Hour Account Charter Agreement provides for a cancellation fee to be converted into Chargeable Flight Hours, such Chargeable Flight Hours shall be deducted from the Client's Block Hour Account in accordance with the Agreement.

3.4 Partial Cancellation

Where the Client cancels only one or more sectors of a confirmed multi-sector itinerary, the applicable cancellation fee shall be calculated only in relation to the cancelled sector or sectors, unless the cancellation materially affects the operation or commercial viability of the remaining confirmed Flight Schedule.

Where the cancellation of one sector results in unavoidable additional Operator costs affecting another sector, SESJETS shall notify the Client of such additional costs wherever reasonably possible.

3.5 Passenger No-Show

Where the Client and/or all passengers booked on a flight fail to present themselves for departure and the flight cannot reasonably be operated as booked, such event shall be treated as a cancellation occurring less than twenty-four (24) hours before departure and the applicable cancellation provisions of the Block Hour Account Charter Agreement shall apply.

3.6 Termination or Suspension by SESJETS

SESJETS may suspend performance of its obligations and/or terminate the Agreement by written notice where:

- a. the Client commits a material breach of the Agreement which is incapable of remedy;
- b. the Client commits a remediable material breach and fails to remedy it within a reasonable period specified by SESJETS;
- c. any payment properly due remains unpaid;
- d. SESJETS reasonably believes that performance of the Agreement may violate applicable law, sanctions, aviation regulations or governmental restrictions;
- e. the Client or any passenger creates a material safety or security concern; or
- f. the Client becomes insolvent, enters liquidation or administration, ceases business or is otherwise unable to pay debts as they fall due.

Termination or suspension shall be without prejudice to any rights, liabilities, payments or deductions which accrued before the effective date of termination or suspension.

4. LIABILITY AND INDEMNITY

4.1 SESJETS Is Not the Carrier

The Agreement constitutes an agreement for aircraft charter brokerage services and does not constitute a contract by which SESJETS itself undertakes to provide air carriage. SESJETS does not act as a common carrier, aircraft operator or direct air carrier. The performance by SESJETS of its brokerage obligations shall not cause SESJETS to assume the liabilities or responsibilities of the Operator as carrier.

4.2 Operator's Conditions of Carriage

The operation of each flight may additionally be subject to the applicable Operator's conditions of carriage. A copy of such conditions may be requested through SESJETS where available. The Operator's conditions of carriage shall govern matters relating to the actual operation and performance of air transportation but shall not amend the commercial terms of the Block Hour Account between SESJETS and the Client unless expressly agreed in writing.

4.3 Travel Documents

The Client shall ensure that the Client and all passengers travelling under the Agreement possess all necessary and valid:

- a. passports;
- b. visas;
- c. travel authorizations;
- d. health documentation;
- e. immigration documents;
- f. permits; and
- g. other documentation required for departure, transit and entry.

The Client shall be responsible for losses, penalties, costs or expenses reasonably incurred by SESJETS as a direct consequence of a passenger's failure to hold the required documentation.

4.4 Acts and Omissions of the Operator

SESJETS does not own, operate, maintain or exercise operational control over the Aircraft and shall not be responsible for acts or omissions falling within the operational responsibility of the Operator.

To the fullest extent permitted by applicable law, SESJETS shall not be liable for loss, damage, delay, injury, baggage loss or other claims arising directly from the operation of the Aircraft where responsibility properly rests with the Operator or another third-party service provider.

4.5 Client Indemnity

To the fullest extent permitted by applicable law, the Client shall indemnify SESJETS against reasonable liabilities, losses, claims, damages, costs and expenses, including reasonable legal costs, arising directly from:

- a. an unlawful act or omission of the Client;
- b. a material breach of the Agreement by the Client;

- c. damage caused by the Client or a passenger travelling under the Client's authority;
- d. prohibited or undeclared dangerous goods;
- e. inaccurate passenger or travel information supplied by the Client; or
- f. the failure of a passenger to comply with applicable law or Operator instructions.

4.6 Liability Required by Law

Nothing in the Agreement shall exclude or limit any liability which cannot lawfully be excluded or limited under the laws applicable to the Agreement.

5. OPERATION OF FLIGHTS

5.1 Operational Control

All operational decisions regarding the Aircraft and the performance of the Flight Schedule remain under the control of the Operator and the Pilot-in-Command.

5.2 Aircraft Substitution

Where operationally necessary, SESJETS and/or the Operator may substitute the originally assigned Aircraft in accordance with the aircraft substitution provisions of the Block Hour Account Charter Agreement.

5.3 Late Arrival of Passengers

Unless otherwise agreed for a particular flight, passengers should be ready for departure sufficiently in advance of the STD. Where the Client or any passenger causes delay to the Flight Schedule, including by arriving later than thirty (30) minutes before the STD where earlier attendance has been requested, the Operator may, subject to applicable airport, slot and crew limitations:

- a. delay the departure;
- b. operate at another available time;
- c. amend the Flight Schedule; or
- d. where the flight can no longer reasonably be performed, cancel the flight.

Any reasonable additional costs directly resulting from delay caused by the Client or passengers shall be borne by the Client and treated in accordance with the Block Hour Account Charter Agreement.

5.4 Non-Performance, Delay and Force Majeure

SESJETS and the Operator shall use commercially reasonable efforts to perform each confirmed Flight Schedule.

Neither SESJETS nor, subject to the Operator's applicable conditions of carriage, the Operator shall be responsible for failure, interruption or delay caused by circumstances outside their reasonable control, including:

- a. adverse weather;
- b. airport closure;
- c. air traffic control restrictions;
- d. airport slot restrictions;
- e. governmental or regulatory action;
- f. security events;
- g. war, armed conflict or civil disturbance;

- h. labor disruption;
- i. unforeseen technical defects or aircraft breakdown;
- j. crew becoming medically or legally unable to operate;
- k. airspace closure;
- l. natural disaster; or
- m. other force majeure events.

5.5 Unperformed Flight

Where a confirmed flight is not performed for reasons not attributable to the Client and no suitable replacement aircraft is made available or accepted in accordance with the Agreement, no Chargeable Flight Hours for the unperformed flight sector shall be deducted from the Client's Block Hour Account.

Any non-refundable third-party expenditure specifically incurred in connection with the flight may be dealt with in accordance with Clause 2.5 above.

5.6 Flight Already Partially Performed

Where a flight has commenced and is subsequently interrupted, diverted or otherwise altered, Chargeable Flight Time shall be determined according to the actual operation of the Aircraft and the relevant provisions of the Block Hour Account Charter Agreement.

5.7 Diversions

The Pilot-in-Command may divert the Aircraft to another suitable airport where required for safety, weather, ATC, regulatory or operational reasons.

The consequences of such diversion, including completion of the relevant flight sector and any applicable additional costs, shall be governed by the Block Hour Account Charter Agreement.

5.8 Pilot-in-Command Authority

The Pilot-in-Command shall have final authority regarding the safe operation of the Aircraft and may, among other things:

- a. refuse carriage of any passenger, baggage or cargo where reasonably required for safety, security, regulatory or operational reasons;
- b. determine what load may safely and legally be carried;
- c. determine how the Aircraft shall be loaded;
- d. decide whether and when a flight may safely be undertaken;
- e. determine whether a flight should be delayed, diverted or cancelled for operational or safety reasons; and
- f. determine where and when the Aircraft shall land.

5.9 Baggage, Cargo and Dangerous Goods

The Client shall ensure that all baggage and cargo comply with applicable aviation security, customs and Dangerous Goods Regulations.

No dangerous, prohibited, restricted or undeclared goods may be carried without the prior approval of the Operator and all necessary regulatory approvals.

The Operator and Pilot-in-Command retain final authority over baggage weight, dimensions, loading and carriage.

6. GENERAL PROVISIONS

6.1 No Waiver

No failure or delay by either Party in exercising any right or remedy under the Agreement shall constitute a waiver of that right or remedy.

Any single or partial exercise of a right shall not prevent further exercise of that or any other right.

6.2 Assignment

Neither Party may assign its rights or obligations under the Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld.

Notwithstanding the foregoing, SESJETS may assign all or part of its rights or obligations to an affiliated company where such assignment does not materially prejudice the Client's rights under the Agreement.

6.3 Severability

If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall, to the extent necessary, be severed or modified so that the remaining provisions continue in full force and effect.

6.4 No Third-Party Rights

Except for the Operator and any lawful successor or permitted assignee where expressly applicable, nothing in the Agreement is intended to confer contractual rights upon any person who is not a Party to the Agreement.

6.5 Entire Agreement

The Block Hour Account Charter Agreement together with these General Terms and any written amendments or confirmed individual Charter Bookings constitute the entire agreement between SESJETS and the Client concerning the Block Hour Program.

6.6 Order of Precedence

In the event of any inconsistency between documents forming part of the Agreement, the following order of precedence shall apply:

- a. the Block Hour Account Charter Agreement;
- b. any written amendment signed by both Parties;
- c. these General Terms and Conditions; and
- d. an individual Charter Booking, except to the extent that the Charter Booking expressly states that a specific provision is intended to vary the Block Hour Account Charter Agreement and such variation is accepted in writing by both Parties.

6.7 Amendments

SESJETS may amend or update its standard General Terms from time to time for future agreements, bookings or Program renewals.

The version of these General Terms attached to and incorporated into the Block Hour Account Charter Agreement at the date of execution shall continue to govern that Program unless:

- a. an amendment is required by applicable law; or
- b. an amendment is agreed in writing by both Parties.

6.8 Written Communications

Where the Agreement requires notice, approval, confirmation or consent to be given in writing, communication by email to the addresses provided by the Parties shall constitute written communication unless otherwise expressly stated.

7. GOVERNING LAW AND JURISDICTION

7.1 Governing Law

The Agreement, including any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the Republic of Cyprus.

7.2 Exclusive Jurisdiction

The Parties irrevocably agree that the courts of the Republic of Cyprus shall have exclusive jurisdiction to hear and determine any dispute, claim or proceeding arising out of or in connection with the Agreement, including any dispute regarding its existence, validity, interpretation, performance, breach or termination.

Each Party irrevocably submits to the exclusive jurisdiction of the courts of the Republic of Cyprus and waives any objection to proceedings being brought before such courts on the grounds of venue or forum non conveniens.

8. OTHER TERMS

8.1 Flight Availability

All individual flight requests are subject to aircraft and Operator availability together with the operational, regulatory, security, insurance and airport conditions specified in the Block Hour Account Charter Agreement.

8.2 Additional Services

Special services requested by the Client or passengers which are not included within the Fixed Hourly Rate shall be charged in accordance with the Block Hour Account Charter Agreement.

8.3 Method of Payment

Payments shall be made by bank transfer unless otherwise agreed in writing.

8.4 Binding Effect

The Block Hour Account Charter Agreement shall become binding upon:

- a. execution by both Parties; and
 - b. receipt by SESJETS of the first instalment,
- as specified in the Block Hour Account Charter Agreement.

Each individual flight remains subject to confirmation by SESJETS and the relevant Operator.

8.5 Independent Advice

Each Party acknowledges that it has had the opportunity to obtain independent legal, financial and other professional advice before entering into the Agreement.

8.6 Negotiated Terms

The Parties acknowledge that the specific commercial terms contained in the Block Hour Account Charter Agreement have been agreed between them and shall prevail over these General Terms in the event of any inconsistency.

CONTACT DETAILS

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