

The following Charter Terms and Conditions (hereinafter “Charter T&C’s”) are an integral part of the agreement between Aviation Bridge Ltd (hereinafter Aviation Bridge) and the Customer wherein Aviation Bridge provides one or more Charter Flights for the Customer. Any amendment or variation of these Charter T&C’s are only valid if such variation or amendment has been confirmed by Aviation Bridge in writing to the Customer .

1. **Scope.** The subject of the contractual agreement is the transport of Passengers and goods from the point of departure to the point of destination as stated in the confirmation. Aviation Bridge reserves the right to utilize any empty capacity the aircraft may have, including any empty legs of the flight, before, during or after the period in which the aircraft is available to the Customer, without any compensation to the Customer. Aviation Bridge is entitled to change the route, flight schedule, seating capacity and maximum take-off weight if these are required under certain operational circumstances not caused by Aviation Bridge. The decision to make any such changes remains with the Pilot in Command.

2. **Parties.** The signature by an authorized employee of Aviation Bridge on the confirmation shall constitute a binding offer by Aviation Bridge to Customer. The acknowledgement of Customer by signature of the signed confirmation constitutes a contract of carriage between the Customer and Aviation Bridge. Aviation Bridge explicitly reserves the right to execute the charter services. The Customer acknowledges on behalf of its Passengers, and hereby warrants its authority to give such acknowledgement on their behalf, that no contract of carriage will exist between the Customer’s individual Passengers and Aviation Bridge, notwithstanding the issuance of a Passenger ticket by Aviation Bridge. Customer, any third Party between Customer and Passenger, and Passenger shall remain jointly liable for the payment of the Charter Flight and any additional costs according to Clauses 6,-8 & 15, as well the cost of any damages or losses caused by Passenger. It is the responsibility of the Customer to ensure that the Passenger(s) and any relevant third Party is informed of, and abides by, these Charter T&Cs.

3. **Validity of the Offer.** A quotation is, prior to acceptance thereof and the constitution thereby of a contract, non-binding. Aviation Bridge reserves the right of withdrawal of quotations even after receipt by the customer prior to its acceptance. A quotation can be given by phone, email or fax.

4. **Currency.** All prices are in USD unless another currency is indicated by Aviation Bridge. Invoices are payable in USD unless another currency is indicated by Aviation Bridge.

5. **Fuel Price.** The quotation is subject to industry and related fuel price fluctuations. If the fuel price increases more than 5% at the destination or the arrival airport between date of quotation and confirmation, the charter price will be adjusted accordingly.

6. **Included Costs.** Aircraft costs including crew, fuel, maintenance, air navigation and airport charges, in-flight Aviation Bridge standard catering depending on flight time and time of day, Passenger and cargo insurances and taxes.

7. Excluded / Additional Costs. Fuel and Insurance Surcharges, VIP-Terminal, de-icing of aircraft, limo-services, SATCOM services and special catering requests such as e.g. caviar or sushi and special wines or spirits and any other costs for specially requested items or services will be invoiced separately, at cost, and reimbursed to Aviation Bridge by the Customer. The quotation is based upon the Charter Flight only requiring a two-pilot-crew. Crew duty time is restricted by applicable crew duty limitation regulations. Should there be any circumstances or changes in the flight schedule or routing, which exceed the maximum crew duty time, an enlarged or second flight crew will be needed and invoiced separately. Such changes in the flight schedule or routing, which exceed the maximum crew duty time and Aviation Bridge's ability to execute the changed flight schedule are always subject to availability of additional crew. Customer acknowledges that if Aviation Bridge has to use an enlarged or second flight crew, then there might be crew in the cabin during the flight.

8. Substitution or Sub-Charter of Aircraft, Schedule amendment. The confirmation is aircraft type specific and Aviation Bridge reserves the right to provide the Customer with equal or better aircraft type of the Aviation Bridge Fleet at the same costs. In case the agreed aircraft type is not available Aviation Bridge is entitled to provide an aircraft type of lesser value with a reduced price offer. In the event Customer does not agree to an aircraft of lesser value Aviation Bridge may sub-charter an aircraft of equivalent value and charge any additional cost to the Customer. If a substitution or sub-charter event occurs en-route the charter price of the confirmation will be reduced pro-rata accordingly. In addition, Customer will pay for the commencement sector on substitution Aviation Bridge aircraft the adjusted price for lesser or better aircraft or the sub-charter costs for equal aircraft type. If Customer finally does not agree to either (1) the substitution of agreed aircraft type by Aviation Bridge of lesser or better value or (2) the sub-charter option, such decision by the Customer will be deemed as a cancellation according to clause 11. If a substitution or sub-charter is required en route and Customer does not agree this will be classified as a cancellation of the commencement sector for which Customer has to pay a pro-rata cancellation fee according to clause 11. (3) Client accepts a up to 5h delay or an Airport up to 500 miles away as an alternate, whenever it comes to unforeseen circumstances.

9. Force Majeure. Aviation Bridge reserves the further right to at any time postpone or redirect the flight or provide the Customer with another similar aircraft at the additional costs of the Customer, in the event that the flight cannot be performed with the offered/booked aircraft due to war, warlike events, infringements of a country's neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades, lockouts, quarantine, hijacking, terrorist actions, requisition, confiscation, expropriation, seizure, weather conditions or other force majeure of any nature, technical reasons, detention or similar measures, accidents with aircraft, or due no other factors over which Aviation Bridge has no control, or when the safety of the Passengers or the crew from the aircraft can reasonably be assessed to be in danger, at the discretion of the captain or of Aviation Bridge personnel. Unless stated otherwise in mandatory (indispensable) legislation, Aviation Bridge is not responsible for damage or loss as a result of or arising, directly or indirectly, in connection with the above-mentioned circumstances. In the event that the above happens before the

first leg of the flight stated in the confirmation started and no suitable solution can be found, Aviation Bridge reserves the right to cancel the order. In this case, Aviation Bridge shall credit the Customer with an amount corresponding to the flight in question minus all expenses already incurred. In the event that the above happens en-route, any costs arising from such changes or delays will be invoiced separately at cost and shall become payable by the Customer, excluding the cost of repairing the aircraft, but including the cost of arranging an alternative aircraft. If all costs (including any positioning flights back to home base) and expenses already incurred are smaller than the amount relating to the flight in question, Aviation Bridge shall credit the Customer with an amount corresponding to the difference. Aviation Bridge shall not be liable for any damages to the Customer or its Passengers arising from any such delay.

10. Passenger/Cargo Documents. All Passengers have to comply with any requirements (e.g. immigration, customs, agriculture, etc.) at each destination. Passengers have to be in possession of a valid passport plus, where necessary, a visa. Aviation Bridge takes absolutely no responsibility in case of non-compliance with any custom's requirements by the Passenger(s). Should there be any surcharges, fees, fines or similar due to a non-compliance, the Customer will be billed for such costs. Aviation Bridge takes absolutely no responsibility with the regard to visa requirements of Passengers. Should there be any levy due to the lack of required entry documents of Passengers or cargo the Customer will be billed for such costs.

11. Payment. The Customer shall make payment according to the above-mentioned terms of payment by bank transfer to the advised bank account. If not otherwise agreed and stated on the invoice, all payments are due and to be paid prior departure, with the full amount into our account not deducted by any bank charges whatsoever. Should Aviation Bridge fly by order of a third party (any Party between Customer and Passenger), the third party and Customer are jointly and severally liable to Aviation Bridge for the fulfilment of all payments. Aviation Bridge offers are net and do not include any commission.

12. Cancellation. In case of (i) cancellation of any booked flight by the Customer, (ii) a delay of any Passenger and/or Customer leading to Aviation Bridge having to cancel the booked flight, (iii) a No-Show of either the Customer and/or any Passenger, or (iv) any refusal of the Customer and/or any of its Passenger to conduct a flight in accordance with the requirements of the Captain in accordance with clauses 13 – 16 and/or for flight safety or security reasons leading to the Captain to reasonably deem it necessary to cancel or terminate a planned flight, then the Cancellation Fees set out below shall be applicable and payable by Customer. Aviation Bridge undertakes to make all reasonable efforts to ensure the highest flexibility for the Customer / Passenger. That said, a schedule change of more than 2 hours to any flight booking that is not the result of the actions of Aviation Bridge will be classified as a new flight and therefore must be reconfirmed by Aviation Bridge. If Aviation Bridge is unable to accommodate the revised schedule change to the flight booking, the Customer shall be liable to ensure the original confirmed flight booking is undertaken or pay the applicable Cancellation Fee. It is the Customer's responsibility to ensure that

Passengers arrive adequately in advance of the scheduled departure time. The Customer shall be liable for any late arrival of Passengers. Due to Crew Duty Time Limitations Aviation Bridge reserves the right to depart without any Passenger(s) in order to ensure the commencement of the next scheduled flight. Such late arrival of Passengers will also be classified as a cancellation by Customer. Aviation Bridge will not be liable to the Customer for any loss or expense incurred by the Customer or a Passenger due to their failure to comply with the provisions. In order to ensure performance of the aircraft's next scheduled flight, and taking into account an actual pre-estimate of the actual costs to Aviation Bridge when a Customer cancels a flight or Aviation Bridge is forced to cancel a flight due to the conduct of the Customer and/or any Passenger, the Cancellation Fees will apply as advised to the Customer in accordance with the confirmation based on the scheduled time of departure therein. All cancellation fees are subject to a minimum payment of Euro 1,000 which is a reasonable pre-estimate of the minimum cost to Aviation Bridge where a booked flight is cancelled and takes account, by way of example only, costs associated with the prior positioning of the aircraft, the arrangement and movement of flight crew, administration and the logistics involved in organizing the flight and any extra services. Notwithstanding the provisions of this condition clause 12, where a flight is cancelled not as a result of actions of Aviation Bridge, the costs of any additional goods and/or services arranged by Aviation Bridge at the Customer's request through third party supplier(s) ancillary to the actual booked flight shall also remain the responsibility of the Customer and shall be charged to the Customer at the cost price to Aviation Bridge. Any reimbursement of flight charges and any other amounts paid by the customer in advance of the booked flight shall be subject to the deduction of any Cancellation Fees in accordance with this condition clause 12 and the balance of the sum paid by the Customer, shall be repaid to the Customer within 7 days of the date of receipt of cleared funds for the original booking. In any other circumstances (for example if the funds paid by Customer are not sufficient to cover the cancellation charges), Customer undertakes to make payment of any sums to cover the cancellation charges within 7 days of the date of issue by Aviation Bridge of an invoice to the Customer for such sums.

In case of cancellation within 120h before the flight, 35% will be charged from the all amount. In case of cancellation within 72h before the flight, there will be 70% cancellation fee. Cancellation up to 24h or on the day of the flight will be charged at 100%.

13. Passenger Baggage. Passenger baggage weight is limited for flight safety reasons and varies according to aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft.

14. Prohibited or Dangerous Goods. Prohibited or dangerous goods must be declared as per prohibited and dangerous goods regulations. Goods must be packaged and marked correctly according to the appropriate authorities. Copies of the relevant regulations are available from Aviation Bridge on request.

15. Smoking. Smoking may be prohibited on some Aviation Bridge flights depending on the individual aircraft. Additional Costs for cabin cleaning will be charged to Customer.

16. Captain's Authority. The pilot in command shall at all times be entitled to take all necessary measures for safety reasons. The pilot has the authority to decide with regard to

Passenger's seating as well as baggage loading, allocation/placement and unloading. The pilot decides whether or not and how the flight is operated. The same applies if the behaviour or the physical or mental condition of a passenger requires extraordinary assistance on behalf of Aviation Bridge's crew.

17. Liability for Personal & Baggage damages .Aviation Bridge's liability in respect of each Passenger for death, wounding or other bodily injury or Baggage damage in respect of any exclusively domestic air carriage is subject to EC Regulation 2027/97 as amended by EC Regulation 889/02; for international carriage as defined in the Warsaw Convention respectively the Montreal Convention it is subject to the regulations of the Warsaw Convention respectively the Montreal Convention, EC Regulation 2027/97 as amended by EC Regulation 889/02.

The Customer hereby indemnifies Aviation Bridge from any claim or damage which Aviation Bridge may suffer from the flight, other than claims or damage caused by Aviation Bridge's own negligent or wilful misconduct.

18. Severability. Should any one or more clauses of these terms be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.

19. Applicable Law. These terms are governed by and construed in accordance with the laws of Israel and are performable at each Aviation Bridge entity's home court.