

Royal Jet General Terms and conditions for Aircraft Charter

1. Provision of the Aircraft

1.1 Royal Jet shall provide the Aircraft for the Customer's use, properly equipped, manned and fuelled. The crew, who shall be Royal Jet employees, servants or agents, shall, except as otherwise provided in this Agreement, fly the Aircraft on the Flight Schedule and any additional flights as contemplated in clause 2.3 below. Royal Jet's employees, servants or agents shall follow Royal Jet's instructions only.

2. Flight Schedule and Meeting Point

2.1 Royal Jet's performance of the Flight Schedule (or any part thereof) is subject to the Aircraft and crew availability, slot coordination and valid authorisation being granted in a timely manner by the appropriate public and government authorities (including, but not limited to, applicable civil aviation authorities and airport authorities).

2.2 The Flight Schedule specified in clause 2 of Section 1 above has been prepared to take account of relevant statutory and other official flight time limitation requirements. Royal Jet reserves the right to make additional charges if, for reasons beyond Royal Jet's control, it is necessary to provide additional crew or position replacement crew to continue the Flight Schedule (or any part thereof) and Royal Jet will have no liability or responsibility to the Customer or any other party for any delay to passengers, baggage or cargo so occasioned.

2.3 If the Customer requests the use of the Aircraft for any flight(s) and/or services other than as specified in the Flight Schedule set forth at clause 2 of Section 1 above, without prejudice to Royal Jet's absolute right to refuse such request, if Royal Jet agrees to perform any such flight(s) and/or services, the Customer shall, on demand, pay to Royal Jet in respect of such flight(s) and/or services, such sum(s) as Royal Jet shall notify to the Customer as the amount for such additional flight(s) and/or services, together with all fees and charges incurred, arising from, out of, or in connection with Royal Jet's performance of each additional flight and/or service including, without prejudice to the generality of the foregoing, landing fees, hangarage fees, parking fees, navigation fees, ground service and handling fees, customs duties and fees, fuel and fuel surcharge, airport surcharges, High Risk Premiums, accommodation, meals and refreshment charges for passengers and crew and all other associated costs and expenses thereby incurred. In case of deviations in the Flight Schedule from that specified in clause 2 of Section 1 above, the Customer shall pay the revised charges as per the revised flights, if applicable.

2.4 The Customer acknowledges and agrees that all passengers and baggage must be ready for embarking and loading thirty (30) minutes prior to the scheduled Departure Time of each flight of the Flight Schedule. The Customer further agrees that a failure to ensure that all passengers and baggage are ready for embarking and loading as described above may result in delay to, or even cancellation of, such flight and to this end the Customer releases Royal Jet from any and all liability, damage, penalty, loss, judgment, cost or expense which is incidental thereto, which may be suffered by the Customer as a result of such delay or cancellation and, in the case of cancellation, agrees to pay Royal Jet a cancellation fee as per clause 6 of Section 1 above.

3. Royal Jet discretion

3.1 Save as provided in clause 7 below, if the Aircraft shall for any reason whatsoever (whether before or after commencement of the Flight Schedule) become unavailable or incapable of undertaking or continuing such Flight Schedule (or any part thereof), Royal Jet may, at its discretion, substitute an aircraft of the same or another type as the Aircraft and the provisions of this Agreement shall apply *mutatis mutandis* to the substituted aircraft and such substitute aircraft shall be the "Aircraft" for the purposes of this Agreement. If Royal Jet does not elect to substitute another aircraft, it shall notify the Customer as soon as possible and Royal Jet shall be relieved of its obligations to provide the Aircraft for the Flight Schedule (or any part thereof) which can no longer be undertaken by reason of the unavailability or incapacity of the Aircraft and Royal Jet shall be under any no liability to the Customer other than to refund to the Customer such part of the Charter Price which relates to the cancelled Flight Schedule (or any part thereof). All costs and expenses incurred by Royal Jet in providing or procuring a substitute aircraft will be borne solely by the Customer and will be invoiced to the Customer in accordance with this Agreement.

3.2 The captain of the Aircraft (the "**Captain**") shall have absolute discretion to decide what load, including the number of passengers, may safely be carried in the Aircraft on any particular flight and how such load shall be distributed, whether, how and when a flight may be safely undertaken and when, how and where the Aircraft shall be landed. All such decisions of the Captain shall be final and binding on the Customer and Royal Jet. Royal Jet shall not be liable to the Customer for any loss, damage, costs or claims of whatsoever nature and howsoever arising as a result of any such decision by the Captain.

3.3 The amount and weight of accompanied baggage shall be at Royal Jet's discretion having regard to the limitation of the Aircraft.

3.3.1 The following or like articles, namely, live animals, firearms or ammunition may only be carried with Royal Jet's written consent which consent may, in Royal Jet's absolute discretion, be withheld. If Royal Jet consents to the carriage of any firearms and/or ammunition, the Customer shall deliver such firearms and/or ammunition to Royal Jet in a lockable, metal container which will be kept under the control of Royal Jet for the duration of the relevant flight of the Flight Schedule. The key to the container shall be retained by the Customer.

3.3.2 The following or like articles, namely, explosives, combustible materials, and other such hazardous cargo, including (without limitation) those listed on the current edition of the IATA Dangerous Goods Regulation or such other re-enactment of that Regulation, shall not be carried on board any flights.

Royal Jet may inspect and examine any baggage or cargo belonging to any passenger whether accompanied or not. Furthermore and without prejudice to the foregoing, Royal Jet may refuse to carry any baggage considered by the Captain or by any other responsible employee, servant or agent of Royal Jet, to be unsuitable for carriage by air whether by its nature or any applicable laws or regulations of the state of registration of the Aircraft, the United Arab Emirates or of any country to, from or over which the Aircraft may be flown.

3.4 If, for reasons of safety or other operational reasons not being the fault of Royal Jet or attributable to the Customer or any passengers, the Aircraft is diverted from any scheduled destination set forth in the Flight Schedule specified in clause 2 of Section 1 above, Royal Jet shall use its

reasonable endeavours to procure that, as soon as reasonably practicable after arrival at such alternate destination, the Aircraft is flown to its scheduled destination. Royal Jet shall have no liability or responsibility to the Customer or any other party for any delay to passengers, baggage or cargo so occasioned. The Customer will pay the additional costs and expenses incurred by Royal Jet as a result of the diversion and/or the flight to the scheduled destination.

4. Charter Price

4.1 The Charter Price includes, standard catering charges, the costs incurred in the operation of the Aircraft, the costs of crew, fuel (including any fuel surcharge), oil, lubricants, maintenance, insurance (including High Risk Premiums), landing and navigation fees, airport charges and similar operational expenses. The Charter Price also includes ground transportation in the United Arab Emirates consisting of two (2) chauffeur-driven executive cars, each car with capacity for a maximum of two (2) passengers. If the Customer's ground transportation requirements exceeds that specified in the preceding sentence, the Customer shall promptly notify Royal Jet and any additional ground transportation procured by Royal Jet shall be at the Customer's sole cost and expense.

4.1.1 The Charter Price does not include SATCOM & WIFI charges, royalties, non-objection fees, customs duties, taxes, levies or charges assessed or imposed by any applicable authority upon the execution or performance of this Agreement or the carriage, embarkation or disembarkation of passengers or ground transportation of passengers and their baggage outside of the United Arab Emirates for which the Customer shall be responsible or any other amounts for which the Customer is responsible hereunder, all of which shall be paid by the Customer in accordance with this Agreement.

4.2 The Customer will pay to Royal Jet the Charter Price specified in this Agreement and shall be responsible for, and will promptly pay Royal Jet on demand, any other additional costs, charges and expenses payable hereunder. For purposes of the Customer's payment obligations hereunder, time shall be of the essence and non-payment of any due amount shall entitle Royal Jet to suspend or cancel the Flight Schedule (or any part thereof) without warning or liability and without prejudice to Royal Jet's right to claim from the Customer any and all monies due and payable to Royal Jet. In cases where payment for any part of sums due from the Customer to Royal Jet is made by a third party such third party shall be deemed as the Customer's authorised agent and the payment treated as made on behalf of the Customer.

4.3 The Charter Price is based on Royal Jet's costs, charges and expenses at the date hereof. In the event of any increase of such costs, charges and expenses of whatsoever nature and howsoever arising between the date hereof and the completion of the Flight Schedule, Royal Jet shall be entitled to increase the Charter Price by a sum equal to any extra amount incurred, or to be incurred, in completing the Flight Schedule as a result of any such increase in any such costs, charges or expenses. Any amounts payable (as mentioned in clause 4.1.1 above) by the Customer pursuant to this Agreement shall be notified to the Customer as soon as reasonably practicable and shall be paid by the Customer in accordance with this Agreement.

5. Catering

5.1 Catering will be provided by Royal Jet in accordance with the Customer's requirements as notified by the Customer to Royal Jet at least forty-eight (48) hours prior to the scheduled Departure Time of each flight of the Flight Schedule. Catering will be of a VIP standard as set forth in a sample menu provided by Royal Jet to the Customer. The charges for such catering shall be included in the Charter Price provided however that any

items requested by Customer and not appearing on the sample menu will be provided at cost plus a standard handling fee of five per cent (5%).

6. Payment Terms and Conditions

6.1 Without prejudice to clause 6.2 below, the Customer shall pay Royal Jet twenty five per cent (25%) of the Charter Price upon signing this Agreement and the remaining seventy five per cent (75%) of the Charter Price shall be paid to Royal Jet no later than seventy two (72) hours prior to the schedule Departure Time of the first flight of the Flight Schedule.

6.2 It is a condition precedent to Royal Jet's performance of the Flight Schedule that one hundred per cent (100%) of the Charter Price shall have been paid by the Customer and received by Royal Jet in cleared funds, net of any and all bank charges and other deductions no later than seventy two (72) hours prior to the scheduled Departure Time of the first flight in the Flight Schedule.

6.3 All invoiced amounts payable to Royal Jet pursuant to this Agreement shall be made in full, cleared funds, to Royal Jet's bank account details of which are as follows:

Bank Name: First Gulf Bank
Account Name: Royal Jet LLC
Branch: Khalidya Street Branch
Account No: 101-120-1005922-024
IBAN Number: AE380271011201005922024
Currency: US Dollars
Swift Code: FGBMAEAA

6.4 Royal Jet reserves the right not to undertake the Flight Schedule if the Charter Price is not paid in full prior to the date of scheduled Departure Time of the first flight of such Flight Schedule.

7. Non-performance or delay

7.1 In the event of non-performance or delay caused by any circumstances whatsoever beyond the reasonable control of Royal Jet including, but not limited to, acts of terrorism, acts of third parties, labour difficulties, force majeure (including but not limited to inclement weather), technical breakdown, accident to the Aircraft (or any part thereof), or any machinery to be used in relation to the Aircraft, Royal Jet shall use its reasonable endeavours to perform or continue the Flight Schedule but otherwise shall have no liability to the Customer, its directors, officers, employees, servants or agents or any passengers for such non-performance or delay.

7.2 Notwithstanding clause 7.1 above, the Customer shall be liable to pay Royal Jet such part of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed together with all passenger expenses and any additional charges payable by the Customer pursuant under this Agreement.

7.2 Notwithstanding clause 7.1 above, the Customer shall be liable to pay Royal Jet such part of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed together with all passenger expenses and any additional charges payable by the Customer pursuant under this Agreement.

8. Laws and Traffic Regulations

8.1 The Aircraft shall be used only in compliance with the laws and regulations of the relevant authorities of the state of registration of the Aircraft, the United Arab Emirates or any other country to, from or over

which the Aircraft is flown. Royal Jet shall, at its own expense, apply for and use its reasonable endeavours to procure the grant of all licences or permits required by the laws of the state of registration of the Aircraft, the United Arab Emirates and of any other country to, from or over which the Aircraft is to be flown for the performance of the Flight Schedule.

8.2 Royal Jet shall supply and complete such documents relating to the carriage undertaken pursuant to this Agreement as Royal Jet in its absolute discretion considers necessary and, when requested by Royal Jet, the Customer shall give to Royal Jet in good time, all information and assistance required to complete such documents.

8.3 The Customer will deliver a passenger manifest including passport details of each passenger to Royal Jet at least six (6) hours prior to the scheduled Departure Time of each flight of the Flight Schedule. The Customer will promptly notify Royal Jet of any change to such passenger manifest prior to departure of each such flight. The Customer agrees that a failure to provide such passenger manifest or to notify of any change to such passenger manifest as required above may result in delay to, or even cancellation of, such flight and to this end the Customer releases Royal Jet from any and all liability, damage, penalty, loss, judgment, cost or expense which is incidental thereto, which may be suffered by the Customer as a result of such delay or cancellation and, in the case of cancellation, agrees to pay Royal Jet a cancellation charge as per clause 6 of Section 1 above.

8.4 The Customer represents and warrants to Royal Jet that, at the time of commencement of each flight of the Flight Schedule, all passengers will hold all necessary passports, visas, health and other certificates necessary to secure transit through any intermediate points and entry into the country of destination of such flight. In the event that any immigration authorities refuse entry to any passenger(s) and Royal Jet is required to transport such passenger(s) to the point of origin of the flight or to any other destination then the cost of so doing shall be payable by the Customer to Royal Jet in accordance with this Agreement. Where notices or information are delivered to the Customer or its agents by Royal Jet for distribution to passengers, the Customer warrants and undertakes to Royal Jet that it will effect delivery of such notices or information to the passengers at a reasonable time prior to the commencement of each flight of the Flight Schedule and shall indemnify Royal Jet, its directors, officers, employees, servants and agents against any and all claims liabilities, costs and expenses which result from any failure by the Customer to effect such delivery.

8.5 The Customer will comply with and shall use its best endeavours to cause all passengers and owners of goods or other persons having an interest in goods carried in the Aircraft to observe and comply with all traffic regulations of Royal Jet and all customs, police, public health and other laws and regulations which are applicable in the state of registration, the United Arab Emirates and the countries in which each flight of the Flight Schedule originates, landings are made or over which such flights are made.

9. Notices

9.1 Any notice required to be given hereunder shall be given by sending the same by electronic transmission, facsimile, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose. If sending by electronic transmission or facsimile, notice shall be deemed to have been given at the time of dispatch with confirmed transmission report or equivalent stating the correct email address or facsimile number and if

sending by post, notice shall be deemed to have been given on the day on which it would have been received in due course of post.

10. Liability of Royal Jet

10.1 Royal Jet does not undertake any carriage as a common carrier or accept the obligations of a common carrier. Royal Jet does not accept any liability (including without limitation indirect or consequential loss) whether for death to, or injury or delay of, passengers or loss of, damage to, or delay of, baggage or cargo howsoever arising, and whether occasioned by Royal Jet, its directors, officers, employees, servants, agents or subcontractors and any such liability being hereby excluded, insofar as permitted under applicable law.

10.2 Carriage shall be subject to the rules and limitation relating to liability and to all other provisions established by the Warsaw Convention or by the Warsaw Convention as amended from time to time and/or by any other treaty or convention applicable to such carriage insofar as such carriage is "international carriage" as therein defined. Carriage which is not so governed shall be subject to all applicable laws which extend provisions of the Warsaw Convention to such carriage or which otherwise limit Royal Jet's liability.

11. Indemnity

11.1 The Customer shall indemnify Royal Jet, its directors, officers, employees, servants, agents and subcontractors (on a full indemnity basis) against any and all claims, costs and expenses (including legal fees and costs) in respect of any:

11.1.1 liability of Royal Jet to third persons (including but not limited to passengers, consignors and consignees) for any loss or damage of whatsoever nature arising out of the negligence, wilful misconduct or any act or omission of the Customer, its directors, officers, employees, servants or agents or any passenger carried by authority of the Customer; and

11.1.2 loss or damage of whatsoever nature suffered by Royal Jet, its directors, officers, employees, servants, agents or subcontractors, or to any equipment (including the Aircraft) belonging to Royal Jet, its directors, officers, employees, servants, agents or subcontractors arising out of the negligence, wilful misconduct or any act or omission of the Customer, its directors, officers, employees, servants or agents or any passenger carried by authority of the Customer and whether tortious or constituting a breach of this Agreement.

12. Termination by Either Party

12.1 Subject to clauses 13 and 14 below, either party may terminate this Agreement, by giving written notice to the other;

12.1.1 at any time before the time specified for the commencement of the first flight set out in the Flight Schedule; or

12.1.2 at any time if the other party commits any breach of this Agreement or commits an act of insolvency or becomes insolvent or enters into any arrangement or composition with its creditors or, being an individual, dies or, being a partnership, is dissolved or being a corporation, passes a resolution or has a petition presented for winding up (otherwise than for the purpose of merger or reconstruction only).

12.2 Any termination of this Agreement pursuant to this clause 12 will be without prejudice to Royal Jet's accrued rights under this Agreement or in

respect of the matter leading to termination (and in particular without prejudice to Royal Jet's rights under clause 10 above).

13. Consequences of Termination by Royal Jet

13.1 If this Agreement is terminated by Royal Jet pursuant to:

13.1.1 clause 12.1.1 above, then the Customer shall not be liable to pay the Charter Price and Royal Jet shall repay to Customer the Charter Price (or any part thereof) made by the Customer but shall be under no further obligation or liability to the Customer by reason of such termination; or

13.2 clause 12.1.2 above, then the Customer shall be liable to pay to Royal Jet the appropriate cancellation charges referred to in clause 6 of Section 1 above together with such part of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed and any and all additional charges, costs and expenses payable by the Customer under this Agreement and Royal Jet shall be under no further obligation or liability to the Customer by reason of such termination.

14. Termination by the Customer

14.1 If this Agreement is terminated by the Customer pursuant to:

14.1.1 clause 12.1.1 above, the Customer shall, without prejudice to any other payment obligations of the Customer hereunder, be liable to pay to Royal Jet the appropriate cancellation charges referred to in clause 6 of Section 1 above; and

14.1.2 pursuant to clause 12.1.2 above, then the Customer shall be liable to pay to Royal Jet such portion of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed together with any and all additional charges, costs and expenses payable by the Customer under this Agreement.

15. Confidentiality

15.1 This Agreement is strictly confidential between the parties and shall not, without the prior written consent and mutual agreement of the other party, be disclosed by either party, in whole or in part, by any means whatsoever, to any third party (except as required by applicable law, or to such party's accountants, bankers or legal advisers). If disclosure is required as a result of applicable law, the parties shall co-operate with one another to obtain confidential treatment as to the commercial terms and other material provisions of this Agreement.

16. Assignment

16.1 The Customer shall not be entitled to assign the benefit of this Agreement to any other person without the prior written consent of Royal Jet, which consent may not be unreasonably withheld or delayed but Royal Jet may procure the vicarious performance of its obligations hereunder by any other person or company.

17. Variation, waiver, and severance

17.1 A variation of this Agreement shall not be effective unless it is in writing and signed by the duly authorised representatives of both parties.

17.2 The failure of either party to enforce, at any time, any provision of this Agreement or to require, at any time, the enforcement of any provision of this Agreement shall in no event be construed to be a present or future waiver of such provision.

17.3 The express waiver by either party of any provision of this Agreement shall not constitute a waiver of any future obligation to comply with such provision or condition.

17.4 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17.5 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18. Miscellaneous

18.1 This Agreement constitutes the whole agreement between the parties and supersedes any arrangements, understanding, or previous agreement (whether oral or written) between them relating to the subject matter concerned.

18.2 Each party acknowledges that in entering into this Agreement, it does not rely on and shall have no remedy in respect of, any statement, representation, assurance or warranty of any kind other than as expressly set out in this Agreement.

18.3 Nothing in this clause operates to limit to exclude any liability for fraud.

18.4 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other form of association or co-operative arrangement between the parties and Customer shall have no authority to bind Royal Jet to third parties.

18.5 The provisions of clauses 11, 12.2 and 15 in Section 2 shall survive the termination of this Agreement.

18.6 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be deemed to be an original but all such counterparts, when taken together, shall constitute a single instrument.

18.7 Each person in whose favour any indemnity is expressed to be given in this Agreement may in their own right enforce such indemnity.

18.8 Except as provided in Clause 18.7, no person other than a party may enforce this Agreement.

19. Governing law and jurisdiction

19.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates and the parties irrevocably agree that the Courts of Abu Dhabi shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement.