



ALBINATI AERONAUTICS

CHARTER FLIGHT BROKERAGE AGREEMENT GENERAL TERMS

This Charter Flight Brokerage Agreement shall exclusively apply for each Flight performed with an Aircraft which is not operated by Albinati Aeronautics SA or Albinati Aviation Ltd.

Article 1: Definitions

For the purpose of these General Terms, the following terms shall have the following meanings.

AAL shall mean Albinati Aviation Ltd.

AASA shall mean Albinati Aeronautics SA.

Aircraft shall mean any aircraft operated by the Carrier to perform the Flight(s).

Baggage, which is equivalent to luggage, shall mean such Passenger's belongings necessary or appropriate for wear, use, comfort or convenience in connection with his trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the Passenger.

Brokerage Agreement shall mean the charter flight brokerage agreement between AASA and the Client with respect to the Flight(s), which shall be constituted by the Flight Confirmation and these General Terms.

Carrier shall mean the air carrier (other than AASA or AAL) being the operator of the Aircraft, whose name is indicated in the Flight Brief.

Client shall mean the legal entity or individual booking the Flight(s) either for his own account as Passenger, or for the account of third Passenger(s). The Client (as indicated on the first page of the Flight Confirmation) shall be personally liable for compliance with the Brokerage Agreement even if it only acts as an intermediary and/or as agent for an end customer (in such case, the end customer shall be jointly and severally liable with the Client).

Damage shall mean any damage, loss, cost, expense, claim, delay, accident, injury or death.

Flight(s) shall mean the flight or series of flights operated by the Carrier to be performed from the point of departure until final destination as stated in the Flight Confirmation.

Flight Attendant (F/A) are not Cabin Crew (CC) in accordance with EASA AIR OPS 965/2012 Annex III, Part-ORO, Subpart CC and they have no safety related

functions.

Flight Brief shall mean the flight briefing with all relevant details of the Flight(s) issued by AASA to the Client.

Flight Confirmation shall mean the confirmation of the flight or series of flights to be operated by the Carrier issued by AASA to the Client.

Owner shall mean the owner of the Aircraft.

Passenger shall mean any person except crew members carried or to be carried in an Aircraft operated by and with the consent of the Carrier.

PNR Data shall mean the passenger name record (PNR) data, including the Client's name (as person providing the information and/or making the booking) and the Passengers' names, genders, addresses (including in the country of destination), dates and places of birth, passport details (nationality, number and date of expiry), contact phone numbers, emergency contact details, the date of reservation, the travel itinerary, information concerning Baggage and any changes to the foregoing.

Price shall mean the price specified in the Flight Confirmation.

Where the context permits, the use of the singular herein shall include the plural and vice versa, and the use of the masculine personal pronoun shall include both genders.

Unless otherwise expressly provided herein, the term "**or**" is not exclusive and "**include**", "**including**" and "**in particular**" are not limiting.

Article 2: Scope of Application

These General Terms shall govern the Brokerage Agreement.

By executing the Flight Confirmation (whether by hand or by electronic signature, e.g. through DocuSign) or by accepting it in any other manner (in particular by confirming the Flight(s), whether orally or in writing, and/or by paying the Price), the Client accepts these General Terms and confirms that it has submitted the Flight Confirmation and these General Terms to all Passengers and that they have accepted the same. The Client shall cause all Passengers to comply with the terms of the Brokerage Agreement.

Notwithstanding the foregoing, AASA shall be entitled in its sole discretion on a case by case basis to refuse any form of acceptance of the Flight Confirmation other than the execution thereof by the Client.

In such case, the effectiveness of the Brokerage Agreement shall be conditioned upon the receipt by AASA of the Flight Confirmation executed by the Client, and AASA shall be entitled to withdraw and cancel the Flight Confirmation at any time if such condition is not satisfied immediately upon receipt of the Flight Confirmation by the Client.

All requests to be made, and all documents or information to be provided, by the Client and/or the Passengers to the Carrier in connection with the Flight(s) shall be made/ provided through AASA.

The Client shall not be entitled to assign the Brokerage Agreement to any person without AASA's prior written consent.

No variation of the Brokerage Agreement shall be effective unless agreed in writing by AASA.

The Brokerage Agreement contains the entire understanding between AASA and the Client with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written (including any flight quotation issued by AASA).

In case of contradiction between the terms of the Flight Confirmation and these General Terms, the terms of the Flight Confirmation shall prevail.

Article 3: Appointment of AASA

The Client hereby appoints AASA as its agent for arranging the Flight(s) by chartering the Aircraft from the Carrier, it being understood that AASA shall act in a capacity as agent, in the name and on behalf of the Client. Accordingly, the Client authorizes AASA to conclude a carriage agreement (including any general terms and conditions of carriage) with the Carrier as agent, in the name and on behalf of the Client (the “**Carriage Agreement**”).

At any time upon the Client's request, AASA will disclose the identity of the Carrier to the Client.

Article 4: Restrictions applicable to Pregnant Women and Newborns

The following restrictions apply to the carriage of Passengers being pregnant women or newborns.

- (1) First pregnancy – uncomplicated:
 - a) Up to 27 weeks gestation: the Passenger may travel without medical certificate;
 - b) Between 28 weeks and 36 weeks gestation: the Passenger shall provide the Carrier with a medical certificate (satisfactory to the Carrier) dated not earlier than 10 days before the first Flight;
 - c) Beyond 36 weeks gestation: the Passenger is not allowed to travel.
- (2) Pregnancies following the first pregnancy – uncomplicated:
 - a) Up to 27 weeks gestation: the Passenger may travel without medical certificate;
 - b) Between 28 weeks and 32 weeks gestation: the Passenger shall provide the Carrier with a medical certificate (satisfactory to the Carrier) dated not earlier than 10 days before the first Flight;
 - c) Beyond 32 weeks gestation: the Passenger is not allowed to travel.
- (3) Complicated pregnancies:
 - a) Up to 32 weeks gestation: the Passenger shall provide the Carrier with a medical certificate (satisfactory to the Carrier) dated not earlier than 10 days before the first Flight;
 - b) Beyond 32 weeks gestation: the Passenger is not allowed to travel.
- (4) Newborns:
 - a) The Passenger may travel after 48 hours from birth if he was full-term (born at 38 weeks gestation or later) and no complications occurred (during pregnancy, birth and since birth);
 - b) The Passenger shall not travel if he was pre-term (less than 38 weeks gestation) and/or if complications occurred (during pregnancy, birth and/or since birth), unless the Carrier is provided with a medical

certificate from a pediatrician (satisfactory to the Carrier) dated not earlier than 10 days before the first Flight.

Any Passenger who is pregnant or travels with a newborn shall inform the Carrier accordingly in advance (the Client shall have the same obligation for any Passenger).

The Client and the Passengers acknowledge and agree that the Carrier has the right to impose any further restrictions on the carriage of any pregnant or newborn Passenger if it considers in its sole discretion that such restrictions are necessary for the safety of the Passenger.

Article 5: Client's and Passengers' Obligations

The Client shall indicate to the Carrier the identity of all Passengers sufficiently in advance before the first Flight and shall communicate to the Carrier all information and documents related to the Passengers as may be requested by the Carrier (through AASA); in particular, immediately upon receipt of the Flight Confirmation, the Client shall provide the Carrier with all PNR Data requested in annex to the Flight Confirmation. In case of failure or delay by the Client to comply with such obligations for any reason whatsoever, AASA shall be entitled to treat such failure or delay as constituting a cancellation entitling AASA to the payment of the amounts set out in Article 9 (including the applicable Cancellation Fee (as defined below)).

The Passengers shall not smoke onboard the Aircraft unless it is expressly confirmed by AASA and/or the Carrier that the Aircraft is a smoking aircraft.

The Client and the Passengers shall comply with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over (including immigration, customs and agriculture regulations) and with the Carrier's rules and instructions pertaining hereto. In particular, the Passengers shall be solely responsible for carrying a valid passport, obtaining any visa where required and ensuring the accuracy of any required document or information. AASA bears no liability for the consequences to any Passenger resulting from his failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

The Client shall be billed and shall pay for any additional costs (including surcharges, fees, fines and penalties) resulting from such non-compliance by any Passenger.

If required, the Passengers shall attend inspection of their checked and/or unchecked Baggage by customs or other government officials. AASA shall not be liable to the Passengers or the Client for any Damage suffered by the Passengers or the Client out of or in connection with such inspection or the Passengers' failure to attend such inspection.

The departure airport, departure time, destination airport, arrival time and number of Passengers indicated in the Flight Confirmation and/or the Flight Brief may not be changed by the Client and/or the Passengers, save with AASA's prior written consent (which shall in particular be conditioned upon the Carrier's consent)(in particular, the Client and/or the Passengers shall not rely on any consent provided by the crew of the Aircraft), in which case the Client shall pay to AASA any additional costs incurred as a result of such change agreed by AASA.

Article 6: Baggage

The Passengers shall not include in their Baggage the following articles ("**Unsuitable Baggage**"):

- (1) Articles which do not constitute Baggage as defined in Article 1;
- (2) Articles which are likely to endanger the Aircraft or persons or properties on board the Aircraft or on ground, including explosives, compressed gases, corrosives, oxidizing, radioactive or magnetized materials that are easily ignited and poisonous offensive or irritating substances;
- (3) Articles the carriage of which is prohibited by applicable laws, regulations or orders of any countries to be flown from, to or over;
- (4) Articles which, by reason of their weight, volume, size or character exceed or do not comply with the Aircraft cargo capacity or the manufacturer's technical and safety standards (weight and balance) or which, in the opinion of the Carrier, are unsuitable for the performance of the Flight(s);
- (5) Articles which are prohibited as per the Carrier's regulations with respect to Dangerous Goods and Prohibited Articles (which are available upon request).

The Client and the Passengers acknowledge and agree that the Carrier shall have the right, but no obligation, to send any Unsuitable Baggage by cargo at the Client's or the Passengers' costs.

If a Passenger is in possession of, or if his Baggage includes the following articles ("**Weapons**"):

- (1) Weapons of any kinds, in particular side arms and sprays used for offensive or defensive purposes,
- (2) Munitions and explosives,
- (3) Articles which, judging by their outward appearance or making, look like weapons, munitions or explosives,

the Client shall notify (or shall cause such Passenger to notify) the Carrier in writing thereof simultaneously with the signing (or acceptance in any other manner) of the Flight Confirmation and the Passenger shall submit said Weapons to the Carrier for inspection prior to the boarding of the Baggage.

The Client and the Passengers acknowledge and agree that the Carrier may, without obligation, accept carrying such Weapons as cargo or checked Baggage only in strict compliance with the applicable regulations governing carriage of dangerous goods.

The Client and the Passengers acknowledge and agree that the Carrier shall have the right to conduct a body search of the Passengers and/or a Baggage search to determine whether any Passenger is in possession of, or whether his Baggage contains, any Unsuitable Baggage or Weapons. Should any Passenger refuse such searches, the Client and the Passengers acknowledge and agree that the Carrier may, in its sole discretion, refuse to carry the Passenger or his Baggage and that AASA shall be entitled to treat any such refusal by any Passenger as constituting a cancellation of the Flight(s) entitling AASA to the payment of the amounts set out in Article 9 (including the applicable Cancellation Fee). Furthermore, AASA shall be under no liability to the Passengers or the Client for any Damage arising in connection with any such refusal by any Passenger.

Article 7 : Pets

Pets are not permitted on board the aircraft without the prior written consent of AASA.

If the Client or its Passenger(s) add a pet without having previously obtained such written authorisation from AASA, then:

- (1) the Flight(s) shall be immediately and automatically cancelled;
- (2) Cancellation Fee shall become applicable.

Furthermore, AASA shall be under no liability to the Client or the Passengers for any Damage arising in connection with such Flight(s) cancellation.

Article 8: Reservation Process, Price and Payment Terms

Unless otherwise expressly provided in the Flight Confirmation, the Client shall pay the Price to AASA within twenty-four (24) hours of receipt of a corresponding invoice from AASA (the “**Invoice**”) and, if the Invoice was sent before the beginning of the first Flight, in any case before the positioning of the Aircraft for such first Flight.

In case of payment by credit card, an additional charge of four percent (4%) of the Price (and any other amount paid by credit card) shall be payable by the Client.

At any time after the acceptance of the Flight Confirmation by the Client (in particular before the issuance of the Invoice), AASA shall be entitled in its sole discretion to request the payment of the Price to be guaranteed by credit card.

In case of payment or guarantee by credit card, the Client represents and warrants to AASA that (i) the holder of the credit card consents to such payment or guarantee (and accepts to be debited in case of exercise of the guarantee) and (ii) such payment and/or guarantee (and the exercise thereof) shall not breach any applicable national or international law or regulation.

As soon as reasonably practicable after receipt of the Price (unless otherwise expressly agreed by AASA), AASA shall conclude the Carriage Agreement with the Carrier, acting in a capacity as agent, in the name and on behalf of the Client. At any time upon the Client's request, AASA will provide the Client with a copy of the Carriage Agreement, provided that AASA shall be entitled to redact the price paid by AASA to the Carrier.

AASA's obligations under the Brokerage Agreement are subject to (i) the receipt by AASA of the full payment of the Price from the Client (unless otherwise expressly agreed by AASA) and (ii) the signing of the Carriage Agreement by AASA (as agent, in the name and on behalf of the Client) and the Carrier.

AASA shall not bear any liability in case the Carrier eventually refuses to, or for any reason does not, enter into the Carriage Agreement. In such case, AASA's sole

obligation shall be to reimburse the Price (to the extent already received from the Client) to the Client.

Before the first Flight, a Flight Brief will be sent to the Client.

Unless otherwise expressly provided in the Flight Confirmation, the Price includes exclusively:

- (1) Handling agent services;
- (2) Landing and overflight charges;
- (3) Standard catering and bar depending on the size of the Aircraft;
- (4) Overnight fees;
- (5) Fuel costs;
- (6) Crew overnight costs; and
- (7) AASA's remuneration.

The Price does not include any additional services (the "Additional Services"), in particular:

- (1) Special catering requests;
- (2) Change of departure airport, departure time, destination airport, arrival time or number of Passengers;
- (3) De-icing (including for the Aircraft positioning and repositioning flights);
- (4) Fuel surcharges;
- (5) Additional insurance premiums (including for war risk insurance or cover extension for a country excluded from the Aircraft insurance coverage);
- (6) Satellite telephone communications / internet (if available on board the Aircraft);
- (7) VIP lounges;
- (8) Passengers ground transportation and accommodation (including limousine, taxi, car rental and hotel) ("Ground Transportation and Accommodation"); and
- (9) Any other services listed as not included in the Flight Confirmation.

Ground Transportation and Accommodation requested by the Client shall be arranged by AASA, acting as agent and direct representative of the Client. AASA shall conclude the Ground Transportation and Accommodation agreements with the relevant service providers in the name and on

behalf of the Client.

The Additional Services will be additionally invoiced to the Client and payable by the Client immediately upon receipt of a corresponding invoice from AASA.

Unless otherwise expressly provided in the Flight Confirmation, the Price does not include any value added tax and any other taxes or charges which may be imposed in any country on the Price (and/or any other amount payable by the Client and/or the Passengers under the Brokerage Agreement) or otherwise in connection with the Flight(s). All such taxes and charges shall be borne by the Client.

All payments to be made by the Client or any Passenger under the Brokerage Agreement shall be made without deduction, set-off, counterclaim or withholding whatsoever. Unless otherwise expressly provided herein, all payments to be made by the Client or any Passenger under or in connection with the Brokerage Agreement shall be due and payable immediately on demand from AASA.

In case of late payment of any amount (including the Price) to be made by the Client and/or any Passenger under the Brokerage Agreement, default interest shall accrue on such amount at the rate of ten percent (10%) p.a. from the first day of delay (without the need of any notice from AASA) until the date of actual payment (both before and after any debt enforcement or court proceedings), and the Client and/or the Passengers (as applicable) shall indemnify and hold AASA harmless against any foreign exchange loss, court and legal fees and any other Damage incurred by AASA as a result of such late payment. Without prejudice to the foregoing, AASA shall be entitled to treat any delay in the payment of the Price (and/or any refusal by the Client to immediately guarantee the payment of the Price by credit card) as constituting a cancellation entitling AASA to the payment of the amounts set out in Article 9 (including the applicable Cancellation Fee).

Unless otherwise expressly provided herein, the Client shall not be entitled to any reduction or refund of the Price (or any part thereof) for any reason whatsoever. The Price is a fixed price, subject to any increase as provided in the

Brokerage Agreement.

The Client acknowledges and agrees that the amount of AASA's remuneration corresponding to the difference between the price paid by AASA to the Carrier and the Price invoiced by AASA to the Client is a privileged information and shall not be disclosed to the Client.

The Client acknowledges and agrees that:

- (1) The Flight Confirmation (as executed by the Client or accepted by it in any other manner in accordance with Article 2), in conjunction with
 - (2) These General Terms,
- shall constitute a debt acknowledgment from the Client with respect to the Price and the Cancellation Fees for the purpose of article 82 of the Swiss Federal Act on Debt Enforcement and Bankruptcy (RS 281.1).

Article 9: Delay and Cancellation

The Passengers shall arrive at the airport sufficiently in advance to be ready (and on board with their baggage) at the departure time of the Flight (and in any case at least twenty (20) minutes in advance). In case of delay of the Passengers for any reason whatsoever, AASA shall be entitled in its sole discretion to treat such delay as constituting a cancellation of the Flight(s) by the Client entitling AASA to payment in accordance with the provisions of this Article (in particular, a Cancellation Fee in the amount of hundred percent (100%) of the Price). If, nonetheless, AASA does not treat such delay as constituting a cancellation of the Flight(s) by the Client and the Carrier accepts to perform the Flight(s), the Client shall reimburse AASA for any amounts invoiced by the Carrier to AASA as a result of such delay, a new departure time (which may extend to the following day, or the next airport opening day) will be determined by the Carrier and AASA shall not be liable for any Damage caused by such change.

In case the Client or the Passengers cancel the Flight(s), the following cancellation fees shall be due and payable by the Client to AASA (the “Cancellation Fees”):

- (1) Cancellation received by AASA more than thirty (30) days prior to the departure of the first Flight: twenty percent (20%) of the Price;
- (2) Cancellation received by AASA between thirty (30) and fourteen (14) days prior to the departure of the first Flight: forty-five percent (45%) of the Price;
- (3) Cancellation received by AASA between fourteen (14) days and forty-eight (48) hours prior to the departure of the first Flight: seventy-five percent (75%) of the Price;
- (4) Cancellation received by AASA less than forty-eight (48) hours prior to the departure of the first Flight, or at any time before if the Aircraft has already been positioned to the point of departure: hundred percent (100%) of the Price.

In case the Flight Confirmation sets forth a different cancellation policy, the terms of the Flight Confirmation shall prevail over the cancellation policy set forth above.

In case of cancellation of the Flight(s), the Client shall in addition reimburse AASA for (i) all costs actually incurred by AASA in connection with any Additional Services related to the Flight(s) and (ii) any other Damage incurred by AASA as a result of such cancellation.

In case the Price had not yet been paid by the Client at the time of cancellation, the Client shall pay the applicable Cancellation Fee and all amounts referred to in the previous paragraph to AASA within two (2) business days of cancellation. In case the Price was already paid by the Client, AASA shall reimburse the Price to the Client upon deduction of the applicable Cancellation Fee, all amounts referred to in the previous paragraph and any other amounts owed by the Client and/or the Passengers to AASA.

No partial cancellation (in particular, if the Flight Confirmation concerns several Flights, no cancellation of a Flight) shall be possible at any time, save with AASA's prior written consent, which shall in particular be conditioned upon the Carrier's consent. In case of partial cancellation, the full Price (and any other amounts due by the Client and/or the Passengers under the Brokerage Agreement) shall remain due and payable and no part thereof shall be reimbursed by AASA.

Generally, in case of failure or delay by the Client and/or the Passengers to comply with any of their obligations under the Brokerage Agreement for any reason whatsoever, AASA shall be entitled in its sole discretion to treat such failure or delay as constituting a cancellation of the Flight(s) entitling AASA to the payment of the amounts set out in this Article (including the applicable Cancellation Fee).

Article 10: Carrier's Limitations

The Client and the Passengers acknowledge and agree that all Flights are subject to, and may be impacted by, the following parameters and/or limitations (collectively, “Adverse Events”):

- (1) All Flights are subject to airport slots, traffic rights, take-off, overflight, landing and parking permissions.
- (2) The Flight(s) are subject to approval from the Owner (which may be subsequently withdrawn by the Owner).
- (3) All Flights may be affected by any act of God, act of nature, weather conditions, pandemic, epidemic, quarantine, acts of civil or military authority, strike or labor dispute (whether involving the workforce of the Carrier or any other party), mechanical failure, unserviceability of the Aircraft, safety risk, lack of essential supplies or parts, decision or action or absence of decision or action by any authority or a third party, compliance with any national or international law or regulation or by any other cause beyond the reasonable control of the Carrier.
- (4) The pilot in command of the Aircraft will be in complete charge and control of the Aircraft at all times and shall have absolute discretion as to all matters relating to the operation of the Aircraft. In particular, if, in the pilot in command's sole judgment, safety of flight may be jeopardized, then the pilot in command may terminate, cancel or divert a Flight.
- (5) The Carrier (or the pilot in command) will refuse carriage or onward carriage, or will cancel any Flight reserved by the Client when:
 - a) Such action is necessary for reasons of safety; or
 - b) Such action is necessary to prevent violation of any applicable laws, regulations or orders (in particular, those of any state or country to be flown from, into or over); or
 - c) The conduct, age or mental or physical condition of any Passenger is such as to (i) require special assistance from the Carrier, (ii) cause discomfort or make himself objectionable to other Passengers or (iii) involve any hazard or risk to himself or to other per-

sons or properties (this includes any situation where any Passenger endangers the safety of the Aircraft or any person or property on board; obstructs the crew in the performance of their duties; fails to comply with any instruction of the crew; uses any threatening, abusive or insulting language towards the crew or behaves in a disorderly, unpredictable, unsafe or aggressive manner (including as a result of alcohol consumption) towards the crew or other Passengers).

In case of delay in the performance, or a diversion, cancellation or termination, of any Flight by the Carrier (or in case the Carrier is otherwise prevented from, or delayed in, performing its obligations under the Carriage Agreement or carrying on its business) due in whole or in part to any Adverse Event:

- (1) AASA shall not be deemed to be in breach of its obligations or bear any liability towards the Client and/or the Passengers;
- (2) If any Flight is diverted due to any Adverse Event and the Aircraft consequently lands at an airport different from the one indicated as the airport of arrival in the Flight Confirmation and/or the Flight Brief, the Flight shall be deemed completed and the Passengers shall be solely responsible for reaching their destination at their or the Client's costs. No refund shall be made by AASA;
- (3) If any Flight is canceled or terminated prior to completion, due in whole or in part to any Adverse Event attributable to the Client or any Passenger (in particular, the conduct of any Passenger), AASA shall be entitled to the payment of the amounts set out in Article 9 (including the applicable Cancellation Fee) as if the Flight had been cancelled by the Client or the Passengers, plus any additional costs caused by such Adverse Event;

- (4) If any Flight is canceled or terminated prior to completion, due in whole or in part to any Adverse Event which is not attributable to the Client or any Passenger, AASA shall refund to the Client all payments previously received with respect to such Flight (only to the extent the Carrier repays all amounts paid by AASA to the Carrier in respect of the same), other than:

- a) Any cost incurred by AASA as a result of said cancellation or termination;
- b) Any cost already incurred by AASA in connection with the Flight which has been canceled or terminated; and
- c) The costs attributable to (i) any positioning flight already performed or to be performed (in particular to reposition the Aircraft at its home base), (ii) all Flights theretofore performed and (iii) such Flight(s) as may be necessary to return the Passengers to their original airport of departure,

for which AASA shall have the right to charge the Client;

- (5) The Client shall reimburse AASA for all costs actually incurred by AASA in connection with any Additional Services related to the Flight(s).

If, due to any Adverse Event, the aircraft designated in the Flight Confirmation and/or the Flight Brief is substituted by another aircraft (the "**Replacement Aircraft**") before completion of a Flight (so that such Flight is not canceled or terminated in accordance with the previous paragraph of this Article), the following shall apply to such Flight (or portion of Flight) performed by the Replacement Aircraft (the "**Replacement Flight**"):

- (1) AASA shall not be deemed to be in breach of its obligations or bear any liability towards the Client and/or the Passengers (in particular in connection with such change of aircraft);
- (2) If the Replacement Aircraft is part of the Carrier's fleet (i) the Client shall pay to AASA any additional costs incurred in connection with such change of aircraft and (ii) the Replacement Aircraft shall be deemed to be the "Aircraft" for the purposes of the Replacement Flight;

- (3) If the Replacement Aircraft is not part of the Carrier's fleet, (i) the Carrier shall not be deemed to be the contractual carrier for such Replacement Flight, (ii) a new flight confirmation (and, as applicable, a new flight brief) shall be issued (which shall be governed by these General Terms or the Conditions of Carriage which are available on the following website: www.albinati.aero), (iii) the part of the Price paid by the Client which should have been refunded to the Client in accordance with the previous paragraph of this Article (had a Replacement Flight not been performed) shall be credited against the payment of the price under the new flight confirmation, and (iv) the Client shall pay to AASA any additional costs incurred in connection with such change of carrier and aircraft.

For the avoidance of doubt, AASA shall not have any obligation to find a Replacement Aircraft and arrange a Replacement Flight.

The Client shall pay to AASA all additional costs arising from or in relation to any Adverse Event (in particular in case of any change or delay to the Flight(s)).

Generally, the Client and the Passengers acknowledge and agree that all information regarding the Flight(s) which is provided in the Flight Confirmation and/or the Flight Brief may be changed at any time by the Carrier (in particular at the time of issuance of the Flight Brief by AASA) in its sole discretion, without AASA incurring any obligation or liability to the Client or the Passengers. In particular:

- (1) The Carrier may change the handling agent and/or the crew;
- (2) The departure and arrival times may be modified by the Carrier, in particular because of airport slots, traffic rights, takeoff, overflight, landing and parking permissions;
- (3) The flight time (or block time) is given for information only and may change in particular because of weather conditions and air traffic control orders;
- (4) The routing may be adapted by the Carrier in particular because of weather conditions or other operating reasons, and may include a diversion or a stop;

- (5) The Carrier may replace the aircraft designated in the Flight Confirmation and/or the Flight Brief by another aircraft of its fleet of an identical or similar model, which shall be deemed to be the "Aircraft" for the purposes hereof.

Article 11 : Role and Liability of AASA

AASA only acts as a charter flight broker and as an intermediary between the Carrier and the Client. AASA arranges carriage by air by chartering aircraft from the Carrier, acting as agent, in the name and on behalf of the Client. The Carriage Agreement (and any Ground Transportation and Accommodation agreement) is entered into between the Carrier and the Client (represented by AASA). Without prejudice to its rights under the Brokerage Agreement, AASA is not a party to the Carriage Agreement (and any Ground Transportation and Accommodation agreement) and shall not bear any obligation or liability in relation thereto.

AASA does not act as air carrier (in particular, AASA does not act as contracting or actual carrier) and does not provide air transportation services with respect to the Flight(s).

AASA does not assume liability for any damage due to any action or omission of the Carrier or third parties or occurring out of or in connection with the Flights, whether incurred by the Client or by the Passengers. The Client and the Passengers hereby acknowledge to AASA that in any such event the Client and the Passengers shall only have recourse against the Carrier, and waive any and all claims and remedies against AASA. Without prejudice to the generality of the foregoing, AASA shall not bear any liability (and shall in particular not reimburse the Price or any other amount to the Client or the Passengers) if the Carrier ceases activity or goes bankrupt before the departure of the Flight(s).

The Client and the Passengers acknowledge and agree that there is no partnership, agency, joint venture or any other similar relationship between AASA and the Carrier.

To the maximum extent allowed by applicable law, any liability of AASA for any Damage arising out of or in connection with the Flight(s), the Brokerage Agreement and AASA's services under the Brokerage Agreement is excluded.

In any case, any liability of AASA for consequential or indirect damages and for loss of revenues or profits is excluded.

AASA shall not have any obligation to pay any amount of any kind whatsoever to the Client or the Passengers, other than amounts expressly provided herein.

All exclusions, waivers or limitations of liability or obligations contained in the Brokerage Agreement in favor of AASA shall also apply in favor of AASA's shareholders, partners, affiliates, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns, to the maximum extent allowed by applicable law.

Article 12: Client's and Passengers' Liability

The Client and any Passenger shall be jointly and severally liable for, and shall indemnify and hold AASA, its shareholders, partners, affiliates, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns, and any other person (including the Carrier and any Owner, lessee or financier of the Aircraft) (collectively, including AASA, the "Indemnitees") harmless against, any direct or indirect Damage:

- (1) Which the Client, any Passenger or any Passenger's animal may cause to any Indemnatee, to the Aircraft (including its exterior and interior parts, in particular any outfitting, furniture, equipment and system) or to any other asset in connection with the Flight(s) (including during any Ground Transportation and Accommodation);
- (2) Which may result out of or in connection with any Passenger's improper conduct during embarkation, disembarkation or on board the Aircraft or during any Ground Transportation and Accommodation;
- (3) Which may result out of or in connection with the Carriage Agreement;
- (4) Which may result out of or in connection with any breach by the Client or any Passenger of the Brokerage Agreement, the Carriage Agreement, any Ground Transportation and Accommodation agreement or any other agreement; or
- (5) Which may result out of or in connection with any breach by the Client or any Passenger of any applicable laws, regulations, orders, demands and travel requirements (including immigration, customs and agriculture regulations) or of the Carrier's rules and instructions pertaining thereto.

Without prejudice to the generality of the foregoing, the Client shall be liable for, and shall indemnify and hold the Indemnitees harmless against, any claim of any kind whatsoever from any Passenger or any related third party.

Article 13: Personal Data

All personal data with respect to the Client and the Passengers will be collected and processed by AASA and/or AAL (collectively, the "Companies") in accordance with the Privacy Policy which is available on the following website: www.albinati.aero (the "Privacy Policy").

The Client hereby confirms that it has read the Privacy Policy and expressly agrees to all terms thereof. The Client further confirms that it has submitted the Privacy Policy to all Passengers, that they have read it and that they expressly agree to all terms thereof.

Without prejudice to the generality of the foregoing:

- (1) The Client hereby expressly authorizes, and confirms that the Passengers expressly authorize, the Companies to collect and transfer PNR Data to the Client, to the Carrier and to any service providers (whether directly or through the Carrier) such as airport operators, handling agents, limousine companies, insurance companies, hotels or other companies, to the extent such transfer is necessary for the performance of the Flights and/or the provision of any Additional Services.
- (2) For security and immigration purposes, authorities of certain countries may require that the Carrier transfers to them specific travel data related to the Passengers and the Passengers' journey. The Client hereby expressly authorizes, and confirms that the Passengers expressly authorize, the Companies and the Carrier to transfer to these authorities any required PNR Data.
- (3) The Client and the Passengers acknowledge and expressly agree that PNR Data may have to be transferred to countries where the data protection level is not equivalent to that provided in the Client's and/or the Passengers' home country.
- (4) The Client further expressly authorizes, and confirms that the Passengers expressly authorize, the Companies to collect and exchange information on the preferences and tastes of the Client and the Passengers (including catering specific requests) in order to improve the quality of the service rendered to the Client and the Passengers (the Companies may in particular commu-

