



PRIVATE JET CENTER JETCARD AGREEMENT TERMS AND CONDITIONS

SECTION I – Scheduling

1. All flights under the BluLuxe JetCard Agreement or BluSelect JetCard Agreement (collectively, "JetCard Agreement") shall be under the exclusive direction or control of PJC and operated by PJC, or an approved third-party certificated air carrier operating under 14 CFR Part 135 or their foreign civil aviation authority equivalent selected by PJC, in accordance with Part 135 of the Federal Aviation Regulations ("FARs") using the Cabin Size or Aircraft Model.

2. A "Leg" is the interval between the take-off and corresponding landing of an aircraft flown with the Cardholder's designated passengers or property on board. A "Trip" is a related series of one or more Legs, where the landing location of a Leg, if any, and less than one-hour elapses between the landing of the previous Leg and the take-off of the immediately subsequent Leg (together, "Consecutive Legs").

3. Trips must begin and end in the Service Areas set forth in Appendix 1 [<https://privatejetcenter.com/jet-card-appendix/>].

Trips with one or more Legs with take-off and/or landing locations outside the Service Areas will be scheduled at PJC's sole discretion.

4. Trip requests must be made within the required time frame provided in the JetCard Matrix applicable to the JetCard purchased. PJC will provide a flight itinerary, which will include details required by PJC ("Itinerary").

5. To schedule a Trip and/or request an Itinerary, Cardholder may contact PJC by email or phone.

6. Flight times shown on the Itinerary are approximate and not guaranteed. PJC may change times or duration of any Flight. An aircraft shall not be required to remain and wait for Cardholder between Legs.

7. Itineraries are subject to the cancellation and modification requirements below and PJC's confirmation that the requested Trip has been

scheduled ("Trip Confirmation"). The Trip Confirmations includes terms of carriage/customer agreement and an appendix of fees for items including additional pilot requests, high density airports, delays, repositioning and special events fees assessed by Fixed Base Operators.

8. All flights which originate and/or terminate outside of the continental United States are subject to the International Fees, for international trip planning, permitting, landing, parking and customs, and subject to a repositioning fee based on repositioning the aircraft to the nearest port of entry into the United States, regardless of whether the aircraft is actually repositioned. In the event any such flight(s) does not meet the Daily Minimum requirement, then the difference between the actual flight time and Daily Minimum will be applied at the hourly rate quoted to offset the repositioning fee with any additional flight time charged at an hourly repositioning rate.

9. PJC may designate up to forty-five (45) days per calendar year as Peak Days. The current Peak Days are listed on Appendix 2 [<https://privatejetcenter.com/jet-card-appendix/>].

Travel on a Peak Day is subject to a 20% Peak Day Premium of the Flight Hour. Additionally, Cardholder planning to travel on designated Peak Days must provide PJC with notification of their travel plans at least one hundred twenty (120) hours in advance of the intended departure date to ensure accommodation can be made within the constraints of increased demand and operational adjustments required on Peak Days. The rules and number of Peak Days are subject to change with forty-five (45) day advance notice to Cardholder. PJC will notify Cardholder of any changes when made. A New Account must be active for a minimum of forty-five (45) days prior to the Peak Day in order to request a Leg on the specified Peak Day ['Moratorium']. Any flight requests on Peak Days made within the subject forty-five (45) day period will not be guaranteed. For the avoidance of doubt, a New Account is defined as a new entity/individual purchasing their first JetCard and/or a previously active account that has not flown



with PJC for a minimum of three (3) months after the expiration of their last JetCard. If Moratorium is applicable, forty-five (45) days of Peak Day access will be added to the tail end of the initial twelve (12) months and will guarantee access for Peak Day travel with at least one hundred twenty (120) hour notice in advance of the intended departure date and is subject to a 20% Peak Day Premium.

10. Cardholder may cancel a scheduled Leg, provided Cardholder notifies PJC prior to the Cancellation Deadline prior to such Leg with take-off and landing locations within the Service Areas. If Cardholder cancels a scheduled Leg outside the Cancellation Deadline or if Cardholder is more than 60 minutes late for the scheduled departure time of a Leg, PJC may deem that Leg and remaining Legs of that Trip canceled and deduct the Daily Minimum charge from Cardholder's unused Card Hours for such Leg.

11. Notwithstanding any other provision herein, the pilot-in-command shall have sole discretion with regard to issues of safety of flight and may determine whether flights should be rerouted, shortened, delayed, terminated or refused.

SECTION II – Calculating Flight Hours

1. A "Flight Hour" is the measurement of time an aircraft is operated during a Leg, expressed in one-tenth of an hour increments, as indicated on Itinerary. Leg shall be deemed to commence at the time of take-off and shall terminate when such aircraft lands. In addition, twelve (12) minutes shall be added to each Leg to account for taxi time for take-off and landing. Legs shall be rounded to the nearest one-tenth (1/10) of an hour.

2. Cardholder may schedule a final Trip under this JetCard Agreement with the intent to exhaust the Card Hours, provided any excess hours over the JetCard hours available, including tenths thereof, shall be charged up to 72 hours prior to departure, pursuant to the Payment Authorization at the hourly rate designated on the Itinerary for the Trip.

3. PJC shall deduct Cardholder's Flight Hours from Cardholder's unused Card Hours, if any, until exhausted, for each Leg flown with Cardholder's designated passengers or property. Deductions shall be the greater of the Daily Minimums or the flight hours of the Leg, including tenths thereof.

4. Zone 1 flights may result in repositioning fees.

5. Unused Card Hours will be surrendered to PJC at the end of the Term. Cardholder may retain unused Card Hours when a new JetCard is purchased, on or before three (3) months of the expiration of the initial Term, at the price in effect at that time which shall be increased by the greater of CPI ("CPI" shall be the percentage change in the Consumer Price Index for all Urban consumers – U.S. city average, all items (1982-84=100) during the immediately preceding calendar year (computed from December 1 to November 30)), or 3.5%. Any qualified unused Card Hours would be reactivated to the account of the Cardholder pursuant to the new JetCard purchased. If there are no unused Card Hours prior to the end of the Term, Cardholder may purchase a new JetCard at the price in effect at that time.

SECTION III – PJC Agrees

1. On the Effective Date, provided Cardholder has paid to PJC the Card Payment shown on the face hereof and is in compliance with the Terms and Conditions of this JetCard Agreement, PJC agrees to provide air charter services to Cardholder in accordance with the terms of this JetCard Agreement subject, in any event, to aircraft availability.

2. If PJC schedules a Leg more than 2 hours past the requested departure time for any reason other than safety, regulatory, force majeure, labor disputes, strikes, pandemic, lock-outs or any other cause beyond the reasonable control of PJC, including, without limitation, air traffic control notices, accidents to or failure of the aircraft, its engines, or any other part thereof, or any machinery or apparatus used in connection therewith, PJC shall credit Cardholder's Card Hours the lesser of half the length of the delay up to 2 hours.



3. Cardholder may terminate this agreement upon 30 days-notice following PJC's material default under this JetCard Agreement provided such default remains uncured during the notice period. Upon Cardholder's termination for PJC's default, PJC shall refund such remaining portion of the Card Payment not applied to Card Hours used by Cardholder, without interest. Upon return of such amount, as adjusted for outstanding amounts due, this JetCard Agreement shall terminate immediately.

4. From time to time, PJC may provide offers and amenities to Cardholders that are the direct result of strategic partnerships that PJC has created on behalf of its Cardholders. These offers sometimes have limited availability or additional terms and conditions. PJC is not responsible for any availability issues a Cardholder may have regarding these partnerships.

SECTION IV – Cardholder Agrees

1. On or before the Effective Date, Cardholder shall authorize PJC by executing a "Credit Card Authorization Form" as attached as Appendix 3 [<https://privatejetcenter.com/jet-card-appendix/>] to charge the Card Payment as well as excess hours, ground transportation, positioning and repositioning fees, international fees, excess catering, taxes, segment fees, and any other incidental fees expenses incurred by Cardholder or otherwise set forth on the Itinerary ("Incidental Fees").

2. In no event may Cardholder set-off, withhold or make counterclaim against any payment or sum whatsoever due or payable to PJC hereunder (whether arising in respect of this JetCard Agreement or otherwise). Time of payment of the Card Payment and Incidental Fees and/or other sums due shall be of the essence.

3. Once purchased, the Card Payment for the Card Hours shall not be refundable for any reason except as otherwise provided in this JetCard Agreement. If Cardholder elects to cancel this JetCard Agreement Cardholder will forfeit to PJC any entitlement to hours remaining.

4. Cardholder hereby represents and warrants that it will not hold out, offer, re-sell, or assign in any manner the transportation provided under this JetCard Agreement, without the express written consent of PJC.

5. Cardholder may not act as an agent, use PJC's logo, trademarks or service marks, or those of its partners, unless Cardholder has entered into a written agreement with PJC and expressly permits Cardholder to act in such capacity.

6. Cardholder is solely responsible for ensuring the timely arrival of passengers and their baggage at the specified check-in point at the departure airport. If any passenger fails to arrive in sufficient time to be carried on a flight, PJC shall have no responsibility or liability whatsoever to Cardholder or such passenger. PJC shall have no obligation to make alternative arrangements for any such passenger. If PJC at its discretion arranges for such passenger to be carried on another flight, then Cardholder shall pay PJC on demand all additional sums that PJC specifies in order to cover applicable fees, passenger taxes and administrative costs thereby incurred.

7. Cardholder shall comply and ensure that all of its passengers comply with all applicable customs, police, public health, immigration and other lawful regulations of any state to/from or over which the Aircraft is or may be flown. If at time of booking there is a scheduled layover at any airport where the aircraft will remain for a specified period of time while Cardholder leaves and subsequently returns, then Cardholder agrees to return within the specified time limit. Cardholder expressly agrees that delay fees may be charged pursuant to the Itinerary and acknowledges that extended delays may impact aircraft and crew availability. Cardholder agrees to comply with all luggage guidance, restrictions and limitations. Cardholder agrees to comply with all applicable guidelines issued by the Federal Aviation Administration ("FAA") with regard to Dangerous Goods and Hazardous Materials. Cardholder and its passengers shall comply with all CDC guidelines relating to COVID-19 and inform PJC and pilot of any



symptoms of COVID-19 or contact with persons having such symptoms. PJC reserves the right to take Cardholder's and passengers' temperature prior to any Flight.

8. Cardholder shall comply in all respects with the conditions of all permits, licenses and authorities granted for Legs and will ensure compliance on the part of all of its passengers. Cardholder and all of its passengers shall at all times comply with and abide by all rules, regulations, standards of conduct and policies of PJC (which may be changed, modified or amended by PJC at any time). Without in any way limiting the foregoing, Cardholder and all of its passengers shall at all times during a flight strictly obey the pilot, conduct themselves in a safe, respectful and responsible manner, remain seated with seat belts buckled, avoid touching or in any way interfering with any flight instruments or the pilot, and refrain from any conduct, action or omission that might cause damage to the aircraft or affect the safety of a flight or any passenger, or is harmful, distracting, loud, lewd, intoxicating or might otherwise diminish the comfort and enjoyment of passengers and crew. Cardholder shall ensure and be responsible for the conduct of its passengers and their compliance with this JetCard Agreement and all rules, regulations, policies and standards of conduct.

9. If any passenger of Cardholder is refused entry at a destination airport, then Cardholder shall promptly reimburse and indemnify PJC and its officers, employees, agents and suppliers against any and all costs or expenses whatsoever incurred by any and all of them in respect thereof (including, without limitation, charges, fees, penalties, imposts or other expenses levied upon PJC by any immigration authority) and for any and all costs and expenses to arrange or perform the return of such passenger to the country from which originally carried, or other resolution.

10. Cardholder shall be responsible for the cost of cleaning, repair or replacements as may be necessary as a result of extraordinary wear and tear, damage

and misuse of aircraft or its contents caused by Cardholder, its guests or any pets of Cardholder.

11. Cardholder and its guests shall have in their possession, available for display, all required travel documents including government issued photo identification, passports and visas if required, and PJC's flight crew shall be entitled to make all decisions regarding the boarding (or refusal to board) of any passengers and acceptance or rejection of any baggage for Cardholder's Trips.

12. PJC's flight crew shall have complete discretion regarding whether any Leg shall be undertaken or abandoned once undertaken, any route deviation, landing location, and all other matters relating to the operation of the Aircraft. Cardholder shall accept all such decisions as final and binding. The flight crew is authorized to take orders only from PJC.

13. Cardholder agrees to cooperate with PJC in fulfilling any requirements pertaining to security. Passengers are subject to search of their person and search or inspection of their property, including checked baggage, in accordance with security screening procedures. PJC may refuse any passenger who does not consent to a search of his person or property transportation, and PJC will have no liability for any inconvenience, delay, loss, or damage.

14. Prior to each Trip, Cardholder will provide PJC with a manifest of passengers for such Trip.

15. Smoking is strictly prohibited on board aircraft provided hereunder.

16. PJC may terminate this JetCard Agreement upon 30 days' notice following Cardholder's material default under this JetCard Agreement, and such default remains uncured during the notice period. Upon PJC's termination for Cardholder's default, PJC shall retain the entire amount of the Card Payment not as forfeiture, but as liquidated damages for default. Upon PJC's retention of the Card Payment, this JetCard Agreement shall terminate immediately.

17. PJC shall not be liable for, loss, injury, damage or delay caused by or resulting from any of the following: Act of God; seizure under legal process;



sanctions; quarantine restrictions; fire; fog; flood; weather; unavailability of gate space; airport closure; failure or refusal on the part of any government or governmental agency to timely issue required approvals, clearances, permits or operating authority, or rescission or revocation thereof; mechanical difficulties or breakdowns; unavailability of fuel; riots or civil commotions; strikes, lockouts or labor disputes; war or hazards or dangers incident to a state of war; or any other act, matter or thing, whether or not of similar nature, beyond the direct and immediate control of PJC and which prevents, delays or interrupts the furnishing, operation or performance of such transportation.

18. Live pets are accepted for transport subject to the conditions stated herein. Reservations must be made for pets within the required booking notification for Flights otherwise the Flight will be subject to availability in PJC's discretion. Pet cleaning fees may apply subject to PJC's reasonable discretion. Cardholder will be responsible for any damage caused to the Aircraft by pets. The pet must be harmless, odorless, unoffensive and suitable for cabin air transport as determined by PJC. PJC may disallow any pet from traveling on the Flight that engages in disruptive, inappropriate or aggressive behavior such as growling, biting, jumping on passengers or crew, relieving themselves in the cabin, barking excessively not in response to a handler's need or distress, or eating off the seats. The passenger traveling with the pet assumes full responsibility for the pet's safety, well-being and conduct while onboard the aircraft, and for compliance with all governmental requirements and restrictions of the country, state or territory from and to which the animal is being transported. Upon arrival, health certificates may be required by local authorities depending upon the route over which the pet is traveling. Additional fees may be assessed at PJC's discretion if the pet's carriage reasonably results in the necessity of extraordinary post-flight cleaning or damage to the Aircraft.

19. PJC assumes no responsibility for the impaired health or death of any pet. Kennels are not required for dogs. If Cardholder brings a kennel, Cardholder must pre-verify that it will fit within the aircraft model. Cardholder should contact PJC directly for information regarding size constraints. Pets exceeding 35 pounds in weight must be properly restrained with a leash, harness or similar device within the 'footprint' of the passenger's seat.

20. Passengers under the age of 18 traveling on an international flight without both parents or legal guardians must be accompanied by a notarized statement authorizing the travel. Passengers under the age of 14 traveling on a domestic flight without a parent or legal guardian must provide a completed chain of custody document signed by a parent or legal guardian. Passengers that are minor siblings traveling without a parent or legal guardian must be accompanied by an adult who has legal custody or a statement authorizing the travel unless one of the siblings is at least 16 years old and a completed chain of custody document signed by a parent or legal guardian is provided.

SECTION V – Exclusion of Liability/Indemnity

1. Cardholder agrees that PJC shall have no liability whatsoever to Cardholder or any passenger in respect of any variation to, cancellation of, or failure by PJC to perform any Flight, whether resulting from the acts or omissions of PJC or otherwise, and Cardholder expressly acknowledges and agrees that in any such event Cardholder shall have no recourse against PJC except as specifically provided herein.

2. PJC shall have no liability whatsoever for any failure by it or any carrier to perform their obligations hereunder arising from force majeure, labor disputes, strikes, pandemic, lock-outs or any other cause beyond the reasonable control of PJC, including, without limitation, air traffic control notices, accidents to or failure of the aircraft, its engines, or any other part thereof, or any machinery or apparatus used in connection therewith. Cardholder agrees to indemnify and hold harmless PJC from and against



any and all claims by any passenger of Cardholder arising out of any such variation, cancellation, non-availability or failure to perform.

3. Cardholder shall indemnify PJC and its officers, employees, suppliers and subcontractors from and against all losses, damages, liabilities, costs and expenses, of any kind or nature whatsoever, suffered or incurred by any of them arising out of any act or omission of Cardholder or its officers, employees, passengers or suppliers, whether arising in contract or tort (including, without limitation, negligence) or otherwise.

4. In no event shall PJC be deemed to undertake any carriage to which this JetCard Agreement relates as a common carrier.

5. Carriage performed under this JetCard Agreement shall be subject to the conditions of carriage contained or referred to in the traffic documents of PJC, including its Charter Agreement – Terms and Conditions which are included with the Trip Confirmation. This JetCard Agreement and the carriage thereunder on international flights is governed by the rules and limitations established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, Poland, on October 12, 1929, as amended by the Protocol signed at The Hague, Netherlands, on September 28, 1955 (herein collectively called the “Warsaw Convention”) and/or by the rules and regulations established by the Montreal Convention on the Unification of Certain Rules for International Carriage signed in Montreal on May 28, 1999 (the “Montreal Convention”), which rules and limitations shall, to the extent such Warsaw Convention and/or the Montreal Convention is/are applicable, apply to flight(s) hereunder. Except as specifically provided by the Warsaw Convention and/or the Montreal Convention, PJC shall not be liable for any death, wounding or personal injury, or claim of any kind or nature whatsoever, whether for death or bodily injury, or the delay, loss of or damage to baggage or cargo, whether arising in contract or in tort and

whether or not occasioned by PJC or its officers, employees or agents.

6. **CARDHOLDER HEREBY WAIVES ALL RIGHTS AND CLAIMS AGAINST PJC AND HEREBY RELEASES AND DISCHARGES PJC, ITS OFFICERS, EMPLOYEES AND AGENTS (“PJC PARTIES”) FROM ANY AND ALL SUCH CLAIMS AND LIABILITIES THEREFOR, EXCEPT TO THE LIMITED EXTENT THE SAME WAS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF AN PJC PARTY; PROVIDED THAT ONLY THE PERSON OR ENTITY PROVEN TO HAVE ENGAGED IN SUCH WILLFUL MISCONDUCT OR GROSS NEGLIGENCE SHALL BE SUBJECT TO ANY SUCH CLAIM OR LIABILITY (AND ONLY TO THE EXTENT OF ACTUAL DAMAGES CAUSED BY SUCH WILLFUL MISCONDUCT OR GROSS NEGLIGENCE).**

7. **IN NO EVENT SHALL ANY PJC PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR SPECIAL DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ANTICIPATED PROFIT ARISING FROM THIS JETCARD AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY FLIGHT OR OTHERWISE, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE.**

8. **IN NO EVENT WILL ANY PJC PARTY AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS JETCARD AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY FLIGHT OR OTHERWISE, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO PJC PURSUANT TO THIS JETCARD AGREEMENT IN THE 24 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

SECTION VI – Taxes

1. Cardholder shall be liable for all sales, use, or other such taxes which may be imposed in connection with the sale of or for the performance of the Card Hours under this JetCard Agreement.

2. The Card Payment includes pre-payment of the FET for the Card Hours, which PJC shall arrange to



remit to the Internal Revenue Service as such Card Hours are used.

SECTION VII – General

1. All required notices shall be in writing and sent by USPS first class or certified/registered mail, courier, or email to the address stated herein for the party to whom notice is given. Notices shall be deemed given, as applicable, one business day after deposit with USPS, upon verified address delivery by courier, or the verified date/time such sent by email. Time shall be the essence of this JetCard Agreement.

2. This JetCard Agreement constitutes the entire agreement between the parties with regard to the subject matter hereto. No party has relied or shall rely upon any warranty or representation of any party except as expressly stated herein. No modification of this JetCard Agreement shall be effective unless made in writing and signed by PJC.

3. Cardholder may not assign this JetCard Agreement. This JetCard Agreement represents a valid, binding and enforceable agreement between Cardholder and PJC.

4. PJC reserves all rights at any time, without notice, to change, modify or amend any or all of its fees, services, policies, standards of conduct, these terms and conditions, forms, and payment acceptance methods, among other things. Otherwise, this JetCard Agreement may not be changed, modified, or amended without the written consent of the parties.

5. The payment terms and other commercial terms are confidential to the parties and shall not be disclosed by either party without consent of the other. No failure, delay or partial exercise by PJC in exercising any right, power or privilege hereunder shall operate as a waiver thereof or preclude any subsequent exercise thereof. The rights and remedies hereunder are cumulative and not exclusive of any other available rights or remedies. Cardholder agrees to being contacted by PJC by email or phone and to receive marketing emails.

6. The provisions of Section VII of this JetCard Agreement, and all other indemnities, disclaimers, waivers, and limitations and exclusions from liability contained in this JetCard Agreement, shall survive the termination of this JetCard Agreement for any reason. This JetCard Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and the parties hereto hereby submit to the exclusive jurisdiction and venue of the Federal and state courts located in Broward County, Florida.