

Aircraft Brokerage Terms and Conditions of InsiJets

This document sets out the general terms and conditions for the provision of aircraft charter brokerage services by InsiJets to the Charterer (the “**Standard Charter Terms**”). Unless otherwise stated herein and/or in a Flight Order, these Standard Charter Terms will apply in respect of a Flight. In the event of any inconsistency between the provisions of these Standard Charter Terms and any Special Conditions outlined in the Flight Order, the terms incorporated directly in the Flight Order shall prevail.

The Standard Charter Terms are modelled on the template charter agreement adopted by the Air Charter Association, with the aim of providing consistency of contractual approach for clients of InsiJets.

The Charterer acknowledges that InsiJets is an aircraft charter broker and shall only act as an interface between the Charterer and InsiJets’ network of accredited Carriers. The Charterer further acknowledges that all Charter Offers remain subject to aircraft availability, owner’s approval, necessary permissions, and traffic rights. By confirming a Flight Order, the Charterer is appointing InsiJets as its agent to arrange the Flight, for and on its behalf, with the Carrier. The Charterer expressly agrees that InsiJets is not a party to the carriage agreement between the Charterer and the Carrier and that by confirming the Flight Order it will be entering into a direct and legally binding relationship with the Carrier.

1. DEFINITIONS

In these Standard Charter Terms, unless the context otherwise requires, capitalised terms shall have the following meaning:

"Agreement" means, in relation to each Flight, the Flight Order and any Special Conditions stipulated therein and these Standard Charter Terms, as may be amended from time to time.

"Aircraft" means any aircraft (including helicopters) operated in connection with any Flight and indicated by the Charterer in the Flight Order.

"Carrier" means the aircraft operator, duly licensed with an aircraft operators’ certificate (AOC) and authorized to provide third parties with flights on demand, whose offer for the provision of a Flight to the Charterer has been accepted by the Charterer through the confirmation of the Flight Order.

"Charter" means the charter of an Aircraft by the Charterer, as arranged by InsiJets, acting as agent for the Charterer, in accordance with the terms hereof.

"Charterer" means the client of InsiJets (which shall include its representative(s) as applicable) as outlined in the Flight Order.

"Charter Offer" means the offer and/or offers in connection with a Flight that is sent by InsiJets to the Charterer in response to a request for a Flight received from the Charterer.

"Charter Price" means the price payable by the Charterer for the Flight, which shall for the avoidance of any doubt also include the fee payable to InsiJets for the brokerage services. The Charter Price includes only the services limited to those listed in the Flight Order and does not include the fees/costs payable for any additional services.

"Flight" means a flight described in each Flight Order.

"Flight Order" shall mean the order for the Flight that is signed by the Charterer, and which reflects the Charter Offer selected by the Charterer and includes the terms and conditions regulating the Charter and pursuant to which the Charter appoints InsiJets as its agent to enter into, for and on behalf of the

Charterer, an agreement with the Carrier in connection with a Flight. For the avoidance of any doubt, the Flight Order shall, in addition to any Special Conditions, also include the Standard Charter Terms applicable to the Flight.

“Insijets” means Insijets Ltd, a company registered and incorporated under the Laws of Malta with company registration number C 101849 and having its registered office at Cross Bow House 78, Cospicua Road, Paola Malta.

“Parties” means, collectively, Insijets and the Charterer, and the term “Party” shall be construed accordingly to refer to either Insijets or the Charterer.

“Special Conditions” means those variations to the Standard Charter Terms that will apply in connection with a Flight and which may also include those terms and conditions upon which the Carrier will perform the Flight for the Charterer and which, in the event of inconsistency with these Standard Charter Terms, take precedence as between the Parties.

2. PROVISION OF AIRCRAFT CHARTER BROKERAGE SERVICES

2.1 Insijets shall provide to the Charterer aircraft charter brokerage services and shall act as the Charterer’s agent for the purposes of arranging charter services by the Carrier to the Charterer in respect of Flight(s) requested by the Charterer, in accordance with the terms and conditions set out in the Agreement relating to a particular Flight.

2.2 The Charterer agrees that the Flight shall be regulated by the terms outlined in the Flight Order, which shall also include any Special Conditions (if applicable) and the Standard Charter Terms. The Charterer acknowledges that Insijets is not itself a party to the contract of carriage and that it has no obligation or liability in relation thereto. Such contract of carriage is between the Charterer and the

Carrier. By signing the Flight Order, the Charterer is confirming its agreement to the terms outlined in the Flight Order, including the Standard Charter Terms and any Special Conditions and appoints Insijets as its agent, to act for it and on its behalf, to enter into an agreement with the Carrier in connection with a Flight.

2.3 By signing the Flight Order, the Charterer is also confirming the terms herein and is also acknowledging and accepting that if the Carrier does not proceed with entering into an agreement with Insijets, acting as agent for the Charterer, in connection with a Flight, or in the eventuality that following the entry into of the agreement it terminates, for any reason whatsoever, such an agreement, Insijets shall not bear any responsibility and/or liability in connection with such failure to conclude an agreement. Insijets shall, in such a circumstance, refund any monies paid by the Charterer in connection with the relative Flight to Insijets.

3. CANCELLATION

3.1 Unless otherwise stipulated under the Special Conditions outlined in the Flight Order, if the Charterer wishes to cancel any Flight after the signing of the Flight Order, the following cancellation fees shall apply and will become immediately payable by the Charterer to Insijets:

- Fifteen percent (15%) of the Charter Price if the Charterer notifies Insijets of its intention to cancel the Flight at least seven (7) days prior to the scheduled departure time of the first Flight as set out in the Flight Order;
- Thirty percent (30%) of the Charter Price if the Charterer notifies Insijets of its intention to cancel the Flight from seven (7) days up to seventy two (72) hours prior to the scheduled

departure time of the first Flight as set out in the Flight Order;

- Fifty percent (50%) of the Charter Price if the Charterer notifies InsiJets of its intention to cancel the Flight from seventy two (72) to twenty four (24) hours to the scheduled departure time of the first Flight as set out in the Flight Order;
- Eighty percent (80%) of the Charter Price if the Charterer notifies InsiJets of its intention to cancel the Flight less than twenty four (24) hours prior to the scheduled departure time of the first Flight as set out in the Flight Order; and
- One hundred percent (100%) of the Charter Price in the case of a 'no show' or the aircraft started positioning flight.

3.2 Should the Charterer fail to pay to InsiJets the Charter Price in accordance with the terms stipulated in the Flight Order (unless such payment is due following the departure of the Flight, in which case clause 4.4 below shall apply), InsiJets may consider that, for all intents and purposes of this Agreement, there is a deemed cancellation of the Flight and the cancellation fees outlined in Clause 3.1 above shall apply. In such eventuality, InsiJets shall send communication to the Charterer requesting the immediate payment of the cancellation fee.

4. CHARTER PRICE AND PAYMENT

4.1 Unless otherwise stipulated in the Special Conditions, full payment of the Charter Price must be received by InsiJets to secure the Aircraft in connection with a Flight. At the request and cost of the Charterer, InsiJets can

arrange for prepaid sums to be placed on hold in an escrow account. Time shall be of the essence for payment of the Charter Price and any other sums under any Agreement and delays can result in deemed cancellation pursuant to clause 3.2 above.

4.2 The Charterer shall, in respect of each Flight, pay to InsiJets the Charter Price set out in Flight Order at the time, in the amount, currency and to the address specified in accordance with the provisions set out in the Flight Order. The Charterer shall also be responsible for any additional costs, charges and expenses in relation to any additional services and/or incurred by InsiJets in the provision of the services described in the Agreement, and the Charterer may also be billed separately for such costs. The Charterer also acknowledges and accepts that the final cost of the Flight is also subject to all crew availability, international overflight permits, airport slots and airport parking being in place and non-availability at any time, may result in the increase in the Charter Price. The Charterer shall, immediately upon demand, indemnify InsiJets against any taxes and/or charges imposed in any country on the Charter Price or otherwise in connection with the Flight which have been incurred by InsiJets.

4.3 The Charterer acknowledges that the Charter Price takes into consideration the aviation fuel costs of the Flight on the day when the Flight Order is sent by InsiJets for confirmation and signature is by the Charterer (the "**Booking Date**"). If, for any reason whatsoever, there shall be any increase in the fuel costs between the Booking Date and the date when the Flight is carried out, then the Charterer shall be liable to pay InsiJets, immediately on demand, such amount representing such increase in costs.

4.4 If, for any reason whatsoever, payment of the Charter Price or any instalment thereof, shall not be made on the due date of payment occurring following the Flight departure as set

forth in the Flight Order and/or relative invoice, or payment of the cancellation fees is not made immediately upon request from Insijets, then the Charterer shall pay to Insijets interest on the amount unpaid at the maximum rate allowed Maltese Law, calculated on a daily basis, from the due date until the date of payment. In the event of non payment Insijets and Carrier may demand payment of all legal fees, court fees and recovery fees incurred by them.

4.5 The Charter Price shall be paid by the Charterer in the currency shown on the Flight Order. On request from the Charterer, Insijets may, at its sole discretion, elect to accept settlement of the price either in US Dollars, Euros or GBP Sterling. Upon receipt by Insijets of such request, and provided Insijets has agreed to such request, a new invoice will be issued to the Charterer, converting the Charter Price using the Revolut exchange rate on the date of issue of the invoice, plus any additional surcharge for the exchange in currency. If immediate payment is not received then Insijets reserves the right to recalculate the conversion of the Charter Price into the Charterer's requested currency at the date of payment, and issue a revised and/or further invoice for any additional amounts outstanding at the date of payment. All such invoices issued under an Agreement shall be considered as part of the "Charter Price" of that Agreement and are subject to these Standard Charter Terms.

4.6 Payment of the Charter Price shall be made directly to the account specified by Insijets which is authorised to accept payment on behalf of the Carrier and shall be received in cleared funds in such account.

4.7 No set-off or counterclaim (whether arising in respect of an Agreement or any other carriage) shall entitle the Charterer to withhold payment of any sums whatsoever payable under or by reason of an Agreement.

4.8 The Charterer shall be responsible for reimbursing the Carrier (and/or Insijets, as the

case may be) on demand in respect of any de-icing costs incurred in connection with the performance of an Agreement. For a fee additional to the Charter Price, the Charterer may obtain a de-icing waiver through Insijets. If the Charterer does not purchase a de-icing waiver, Insijets shall implement a credit card hold of the approximate cost of the de-icing. The Charterer will be informed before the performance of a Flight of the credit card hold amount. This credit card hold shall be released on full settlement of the related outstanding invoice in respect of an Agreement by Charterer in accordance with these Standard Charter Terms. If the Charterer fails to make such settlement, the Charterer agrees that Insijets shall be entitled to request payment of the sum on hold from the Charterer's credit card.

4.9 The Charterer acknowledges that any request in change of the route or any other significant change in respect of any Flight, including changes to the time of the Flight, the change in number and details of the passengers, change of airport or additional flight requirements, shall be at the Carrier's sole discretion. In the event that the Carrier agrees to such request, Insijets will issue an amended or replacement Flight Order and the Charterer undertakes to pay, immediately on demand, any additional costs set out therein.

4.10 Insijets acts as a facilitator between the Charterer and the Aircraft Carriers. Insijets deducts from the Charter Price a facilitation fee before remitting funds received from the Charterer to the Carrier.

4.11 Payment of sums due under the Agreement may be made by credit or debit card.

4.12 If the Carrier is unable to perform a Flight set forth in a Flight Order due to an Aircraft technical failure (AOG), Insijets shall use its reasonable commercial endeavours to find a suitable replacement Aircraft and shall disclose any extra costs to the Charterer. If Insijets's efforts are successful, but the Charterer elects

not to accept the replacement Aircraft found by InsiJets, InsiJets shall be entitled to retain all sums due to it under these Standard Charter Terms (including InsiJets' fee for facilitating such Flight) as if the Charterer accepted the replacement Aircraft. If InsiJets's efforts are unsuccessful, the Charterer's sole remedy shall be a full refund of the Charter Price (less InsiJets's fee for facilitating an Agreement) in respect of that part of any Flight Order which cannot be fulfilled due to Aircraft unavailability. Any such refund which relates to a partial cancellation of an Agreement shall be calculated on a pro rata basis as follows: percentage of total Charter Price (less InsiJets's fee for facilitating an Agreement) to be repaid shall equal the percentage of total flight hours under the Flight Order which will not be flown due to unavailability of the Aircraft.

4.13 Unless agreed in advance of the Flight, WiFi charges are not included within the Charter Price. Any extra charges imposed by the Carrier for the use of WiFi services will be borne by the Charterer to be paid on receipt of invoice.

4.14 If the Charterer pays the Charter Price by bank transfer within two (2) weeks of the proposed departure date of the Flight, the Charterer shall, additionally, provide to InsiJets credit card details and is authorising InsiJets to use such credit card details to complete pre-authorisation of the relevant Charter Price clause 4.11, in the following circumstances:

- (a) the relevant payment by bank transfer is not received by InsiJets within three (3) working days (being any day other than a Saturday, Sunday, or public holiday when banks are generally open for normal business in Malta) after the Booking Date, or
- (b) the Charterer requests that InsiJets takes the relevant payment by credit card, then the pre-authorized payment of the Charter Price plus the transaction fee will be taken from the Charterer's card. If a bank transfer is received by or

on behalf of InsiJets after InsiJets has taken the relevant pre-authorized sums from the Charterer's credit card, then (at the election of the Charterer) either: (i) the bank transfer (less the transaction fee paid pursuant to clause 4.11 and any fees or charges levied on InsiJets in connection with such refund) will be refunded to the Charterer, or (ii) the pre-authorized payment will be refunded to the Charterer's credit card (less the transaction fee paid pursuant to clause 4.11 and any fees or charges levied on InsiJets in connection with refunding such pre-authorized credit card payment).

4.15 Flight bookings are based on internationally recognised ICAO (4 letter) and IATA (3 letter) airport codes and not by airport names which are subject to change and interpretation.

5. AIRCRAFT AND CREW

5.1 The Charterer acknowledges and accepts that InsiJets shall act solely as an intermediary between the Charterer and the Carrier in connection with the provision of the Aircraft for any Flight. Accordingly, the Parties acknowledge and agree that the Carrier shall be responsible for providing the Aircraft at the scheduled time of departure of the Flight indicated in the Flight Order in a condition such that it is properly manned and equipped, fuelled and airworthy in accordance with the laws and regulations of the state of registration of the Aircraft and any other applicable law. The Aircraft shall be operated by the Carrier in accordance with all applicable laws and regulations during the period of the Flight(s).

5.2 In order to offer the best service possible to the Charterer, InsiJets undertakes best endeavour to request the Carrier to have:

- 5.2.1 the Aircraft and the operating personnel, including cabin staff, ready to fly no later than thirty minutes prior

to the Flight departure time set out in a Flight Order;

5.2.2 an operating personnel member available to meet passengers at entrance to airport, FBO or agreed meeting point; and

5.2.3 an operating personnel member available to escort customers to their onward transport post disembarking a flight on arrival at destination

5.3 InsiJets shall use its reasonable endeavours to:

5.3.1 respond promptly to any communication by the Charterer in respect of any Flight; and

5.3.2 inform the Charterer as soon as reasonably possible of delays for any reason to the Flight schedule. The Charterer acknowledges and accepts that the highest priority is flight safety and respect of the law. As such, the captain of the Aircraft shall have complete discretion concerning preparation of the Aircraft for a Flight, whether a Flight has to be cancelled and/or whether a Flight is to be abandoned once undertaken. The Charterer shall accept as final and binding all decisions of the captain on all matters relating to the operation of the Aircraft, including any deviation from the proposed route or where landing shall be made.

5.4 The Charterer acknowledges and accepts that any and all communications with the Carrier in relation to the Flight arrangements and matters related or ancillary thereto shall be channelled through InsiJets unless explicitly agreed otherwise in writing by InsiJets. The Charterer further acknowledges, agrees, and undertakes that all requests to the Carrier to be made by the Charterer and/or the Charterer's passengers shall be made through InsiJets.

5.5 Unless otherwise agreed in writing by the Carrier, all ground and operating personnel, including cabin staff, are authorised to take orders from the Carrier only and shall be under no obligation to comply with any instructions from the Charterer or its representatives.

5.6 Unless otherwise explicitly informed to the Charterer in writing prior to the departure of the Flight, no smoking is permitted on any Aircraft. If smoking takes place on an Aircraft, the Charterer will be liable for all associated cleaning costs charged by the Carrier.

6. DOCUMENTS

6.1 The Carrier shall supply or procure all necessary documents relating to the carriage and Flight undertaken pursuant to an Agreement.

6.2 The Charterer warrants, agrees and undertakes that it shall provide to InsiJets and/or the Carrier, as the case may be, immediately upon demand with any and all documentation and information requested by InsiJets and/or the Carrier on the Charterer and/or the Charterer's passengers which may be necessary or required by InsiJets and/or the Carrier for the purposes of carrying out the services contemplated in the Agreement or performing any Flight requested by the Charterer. The Charterer acknowledges and agrees that InsiJets may refuse to provide the services set forth herein, and the Carrier may refuse to perform a Flight, in the event that the Charterer has failed to provide such documentation and information, and in such case InsiJets and the Carrier shall have no liability towards the Charterer or its passengers. The Charterer further authorizes InsiJets to disclose the identity of the Charterer and its passengers to the Carrier and to provide any documentation and/or information in respect of the Charterer and its passengers to the Carrier. The passenger name record data may then be subsequently transferred to authorities of countries that need them as

condition for Flight into, over or out of their jurisdiction.

6.3 All personal data is collected, held and processed in compliance with any and all applicable laws (including the General Data Protection Regulation 2016/679 of the European Parliament and the European Council).

7. FLIGHT TIMES, LOADING AND EMBARKATION

7.1 The Charterer shall be solely responsible for ensuring that passengers and their baggage arrive at the departure airport in sufficient time to be carried on any Flight. In the event that any passenger of the Charterer fails to arrive in sufficient time to be carried on the Flight, the Charterer acknowledges and accepts that the Carrier shall be under no liability whatsoever to the Charterer or to such passenger. The Carrier shall be under no obligation to make any alternative arrangements for any such passenger. If the Carrier, in its sole discretion, arranges for any such passenger to be carried on a later flight, the Charterer shall pay on demand to the Carrier or to InsiJets (as duly authorised to receive payments for the Carrier) such additional sum that the Carrier may specify for each such passenger to cover the costs relating to such flight including all applicable passenger taxes and the administrative costs of the Carrier thereby incurred.

7.2 In the event of any delay (other than any delay for technical reasons the responsibility for which shall lie with the Carrier), deviation or diversion of any Flight, the Charterer shall be solely responsible for any and all accommodation, refreshments, meals, transportation or any other additional costs, expenses, losses, damages or liabilities of whatsoever nature incurred in respect of the Charterer's passengers wherever and howsoever the same shall arise. All such costs, expenses, losses, damages or liabilities

incurred by the Carrier shall be reimbursed by the Charterer to the Carrier on demand.

7.3 In the event that any passenger of the Charterer is refused entry at any destination airport, the Charterer shall indemnify and keep indemnified the Carrier, its officers, employees, servants and agents against any and all cost or expense whatsoever incurred by the Carrier in respect of that refusal (including but not limited to charges, fee, penalties, imposts or other expenses levied upon the Carrier or InsiJets by any immigration authority) and, in addition, all cost or expense incurred by the Carrier for any arrangements made by the Carrier to return such passengers to the country from which such passenger was originally carried.

8. OBLIGATIONS OF THE CHARTERER

8.1 The Charterer shall comply with all the requirements of the Carrier in relation to the performance of all of the Charterer's obligations as set out in an Agreement.

8.2 The Charterer shall hold harmless and indemnify the Carrier and InsiJets (as applicable) from and against all claims, demands, liabilities, actions, proceedings and costs of any kind whatsoever arising from any default on the part of the Charterer or any passenger of the Charterer in complying with any of the provisions of an Agreement.

8.3 The Charterer shall comply in all respects with the conditions of all permits, licences and authorities granted for the Flights and will procure such compliance on the part of all its passengers (including pets).

8.4 The Charterer shall be responsible for the issue and delivery of all necessary passenger tickets, baggage checks and other necessary documents to all passengers.

8.5 The Charterer shall comply and shall procure that all its passengers (including pets) shall comply with all applicable customs,

police, public health, immigration and other lawful regulation of any state to/from or over which the Aircraft is or may be flown.

8.6 The Charterer shall not use, or allow the Aircraft, to be used for illegal purposes.

Baggage, Dangerous Goods and Prohibited Articles

8.7 The Passengers shall not include in their baggage:

- i. Articles which are likely to endanger the Aircraft or persons or property on board of the Aircraft, including explosives, compressed gases, corrosives, oxidizing, radioactive or magnetized materials that are easily ignited, poisonous, offensive or irritating substances and liquids of any kind and other materials on the list of the IATA Dangerous Goods Regulations;
- ii. Weapons unless same are declared to, and expressly accepted by, the Carrier in advance, and provided that the Passenger(s) hold all required licenses, permits and other documentation related thereto and transport thereof is made and declared by the Passenger(s) in accordance with all applicable laws, regulations or orders of any country to be flown from, into or over (including any customs regulations);
- iii. Articles of carriage of which is prohibited by applicable laws, regulations or orders of any country to be flown from, into or over; and
- iv. Articles which, in the opinion of the Carrier, are unsuitable for carriage, by reason of their weight, size or character.

8.8 The Charterer agrees that the Carrier is entitled to request any passenger to permit a search to be made on his person and his baggage and may search the passenger's baggage in his absence if the passenger is not

available. If a passenger is unwilling to comply, the Carrier may refuse to carry the passenger or his baggage. InsiJets shall have no liability whatsoever to the passenger or the Charterer.

8.9 The Charterer acknowledges that for flight safety reasons, the baggage weight is limited and varies between different aircraft.

9. EXCLUSION OF LIABILITY/INDEMNITY

9.1 The Charterer agrees and accepts that InsiJets is, to the full extent permissible under applicable law, expressly excluding any and all direct or indirect liability of InsiJets, and any of its directors, shareholders, officers, employees, representatives and agents, in connection with any injury, damage, death, loss, accident, costs or delay arising in connection with its activities and/or the provision of its services under the Agreement.

9.2 The Carrier and InsiJets shall be under no liability to the Charterer for any failure by them to perform its obligations under an Agreement arising from force majeure events, including pandemics, weather conditions, war, hijacking, labour disputes or strikes of any kind (including those of Carrier personnel), riots and commotions, lock-outs, failure to obtain airport slots, take-off, overflight, landing and/or parking permissions, Act of God, act of nature, or any other cause beyond the control of the Carrier and/or InsiJets including accidents to or failure of the Aircraft engines, or any other part thereof or any machinery or apparatus used in connection therewith.

9.3 The Charterer shall indemnify the Carrier and InsiJets against any loss, claims, demands, actions, damages, liabilities, costs or expenses of whatsoever nature caused to be suffered or incurred by the Carrier and InsiJets (including their respective officers, employees, agents, shareholders, or subcontractors) arising out of

any act or omission of the Charterer or its passengers, officers, employees or agents in complying with any of the provisions of the Agreement and/or any carriage agreement, whether arising in contract or tort (including negligence) or otherwise.

9.4 The Carrier shall not be deemed to undertake any carriage to which an Agreement relates as a common carrier. The Charterer hereby recognises that InsiJets only acts as an intermediary and is not in any way responsible for the acts, omissions or defaults of the Carrier or the failure of the Carrier to perform its obligations contemplated hereunder and/or in any carriage agreement. Without prejudice to the aforesaid, InsiJets shall be under no liability to the Charterer or to any passenger of the Charterer in respect of any variation to, or cancellation of, any Flight by the Carrier or the non-availability of any seats which results from the acts or omissions of the Carrier, or for any failure by the Carrier to perform any Flight, and 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 Charterer or by its passengers.

9.5 Any Charter performed under a Flight Order shall be subject to the conditions of carriage contained or referred to in the traffic documents of the Carrier including its applicable standard "general conditions of carriage". These conditions are available upon request.

9.6 The indemnities contained in these Standard Charter Terms shall survive the termination of any Agreement.

10. TERMINATION

10.1 Each Agreement may be terminated immediately upon written notice from InsiJets or the Carrier if the Charterer:

10.1.1 defaults in the payment of any amounts payable by the Charterer on the due date; or

10.1.2 behaves in a manner which in the reasonable opinion of InsiJets or the Carrier is likely to bring InsiJets or the Carrier into disrepute or otherwise to compromise or adversely affect the reputation and standing of InsiJets or the Carrier; or

10.1.3 in the opinion of InsiJets and/or the Carrier, acting reasonably, there is the likelihood that the Charterer may be, or is, in breach of its obligations under the Agreement.

11. EFFECT OF DEFAULT

11.1 If an Agreement in respect of a Flight is terminated for a reason outlined in clause 10 above, or as a result of deemed cancellation pursuant to clause 3.2 herein, the Charterer shall (without prejudice to any other rights and remedies which the Carrier and InsiJets may have either in terms of such Agreement or at law) pay forthwith to InsiJets all amounts then due and unpaid in respect of such Flight, together with interest thereon (if any) and the Charterer shall indemnify and keep InsiJets and the Carrier indemnified against all loss, damage, costs, expense, claim or liability incurred or sustained as a result of such termination and InsiJets and the Carrier shall be entitled to retain any monies paid by the Charterer.

11.2 The Charterer shall indemnify the Carrier and InsiJets against any claims by any passenger of the Charterer arising out of the termination of an Agreement.

12. SET-OFF AND APPLICATION OF MONEYS

12.1. InsiJets may, at any time without notice to the Charterer, set-off any amounts to be paid by the Charterer to the Carrier and InsiJets. The Charterer may not, under any circumstances, set-off directly amounts owed by the Charterer to the Carrier and/or InsiJets.

13. GENERAL

13.1 Any notice required to be given under the Agreement shall be in writing and shall be deemed duly given if left at or sent by email or WhatsApp message of the Party to whom it is to be given. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the Party to be served and if served by post on the day (not being a Sunday or Public Holiday) next following the day of posting or if served by email or facsimile message upon the day such message is sent.

13.2 Time shall be of the essence in respect of the Charterer's performance of its obligations under any Agreement.

13.3 Each Agreement sets out the entire agreement and understanding between the parties or any of them in connection with the Charter of the Aircraft as described herein.

13.4 No Party has relied on any warranty or representation of any other Party except as expressly stated or referred to in the Agreement.

13.5 No claims shall be made against the Carrier in respect of any representation, warranty indemnity or otherwise arising out of or in connection with the Charter of the Aircraft except where such representation, warranty or indemnity is expressly contained or incorporated in an Agreement.

13.6 No variation of an Agreement shall be effective unless made in writing and signed by both parties.

13.7 Each Agreement, including the Charter Price, payment terms and other commercial terms contained in each Agreement, are confidential to the parties and may not be disclosed to third parties without prior approval of the other party.

13.8 No failure by the Carrier and/or InsiJets to exercise, and no delay by the Carrier and/or InsiJets in exercising, any right, power of

privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

13.9 Except as otherwise stated herein, the Charterer shall not be entitled to assign, novate or otherwise transfer any of its rights and/or obligations under this Agreement to any third parties unless it has obtained the prior written consent of InsiJets.

13.10 Each Agreement shall be governed by and interpreted in accordance with Maltese law and the parties hereto hereby submit to the non-exclusive jurisdiction of the Maltese Court.

13.11 Flight Orders (including any Special Conditions) may be executed:

13.11.1 electronically (using electronic signature, advanced electronic signature, email, or otherwise) or by physical (written) signature of the relevant Flight Order and/or Special Conditions (as applicable). If the Flight Order and/or Special Conditions (as applicable) is executed electronically, the Charterer and InsiJets each hereby irrevocably consent to such Flight Order or Special Conditions (as applicable) being communicated, presented, and retained (wholly or partly) in electronic form; and

13.11.2 in any number of counterparts, including electronic counterparts, each of which (including electronic counterparts) will be an original but all of which together will constitute one and the same instrument. No counterpart (including electronic counterparts) shall be effective until each of the Charterer and InsiJets has executed at least one counterpart.