

LOOPAERO

GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In these General Terms (including the Notice to the Passengers), unless the context otherwise requires or it is otherwise provided, the following capitalized words and phrases shall have the following meanings:

“**Additional Services**” means any additional services requested by the Client, such as catering or ground transportation (including taxi and limousine).

“**Additional Services Agreement**” means any agreement related to any Additional Service (including any general terms and conditions) between the provider of the Additional Service and the Client (represented by LOOPAERO).

“**Aircraft**” means the aircraft selected by LOOPAERO for the performance of the Charter Mission.

“**Applicable Regulations**” means (i) all applicable laws, regulations, orders, sanctions, demands and travel requirements, in particular those of any state or country to be flown from, into or over (including immigration, customs and sanitary regulations) and (ii) the Operator’s rules and instructions pertaining thereto.

“**Baggage**”, which is equivalent to luggage, means 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**” means the Charter Flight Brokerage Agreement to be entered into by and between LOOPAERO and the Client, which shall be constituted by the Offer and these General Terms.

“**Carriage Agreement**” means the carriage agreement or charter agreement related to the Charter Mission (including any general terms and conditions of carriage) to be entered into by and between the Operator and the Client (represented by LOOPAERO).

“**Charter Mission**” means the charter flight or series of charter flights booked by the Client.

“**Client**” means the natural or legal person booking the Charter Mission and indicated as such during the booking process on the Website.

“**Damage**” means any damage, liability, loss, cost, expense, surcharge, fine, penalty, claim, delay, accident, bodily injury, moral injury, death or other harm of whatsoever nature and kind (including legal costs and lawyers’ fees).

“**EC Regulation**” means the Regulation (EC) No 2027/97 of the Council of 9 October 1997 on air carrier liability in respect of the carriage of passengers and their baggage by air as amended by the Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002, as further amended or supplemented from time to time.

“**Empty Leg**” means, if the Charter Mission is booked as such, that the Charter Mission is constituted by one or more empty legs related to another charter mission which is already booked on the Aircraft.

“**Empty Leg Price**” means the price of the Charter Mission if the Charter Mission is booked as an Empty Leg.

“**Flight**” means each leg of the Charter Mission, between one take-off and one landing.

“Flight Brief” means any flight brief sent by LOOPAERO to the Client with respect to the Charter Mission. Any new Flight Brief issued by LOOPAERO shall supersede any previous Flight Brief.

“Full Charter Flight” means, if the Charter Mission is booked as such, that the Charter Mission is booked by the Client as a whole and is not dependent on another charter mission of the Aircraft, unlike an Empty Leg or a Shared Flight.

“Full Charter Flight Price” means the price of the Charter Mission if the Charter Mission is booked as a Full Charter Flight.

“General Terms” means these general terms and conditions.

“Indemnitees” means LOOPAERO and the Operator, as well as their respective shareholders, beneficial owners, partners, officers, directors, employees, agents, representatives, servants, auxiliaries, delegates, subcontractors, group companies, affiliates, successors and assigns, and any other person (including the Owner and any lessee or financier of the Aircraft).

“LOOPAERO” means LOOPAERO SARL, a company organized under the laws of Switzerland, with its registered offices at Rue De-Candolle 14, 1205 Geneva, Switzerland.

“Main Mission” means, in respect of an Empty Leg, the charter mission which generates such Empty Leg. The Main Mission may have been arranged directly by the Operator or by LOOPAERO for one of its clients.

“Meeting Time” means the meeting time for the Passengers indicated in the Flight Brief.

“Montreal Convention” means the Convention for the Unification of Certain Rules for International Carriage by Air signed on 28 May 1999, as amended or supplemented from time to time.

“Notice to the Passengers” means the Notice to the Passengers and the Summary of the provisions on air carrier liability for Passengers and their Baggage as attached hereto. The Client and the Passengers acknowledge and agree that the Notice to the Passengers concerns only the Operator, and not LOOPAERO.

“Offer” means any offer issued by LOOPAERO to the Client with respect to the Charter Mission or, in the case of an Empty Leg, any offer made available by LOOPAERO on the Website. Any new Offer issued by LOOPAERO shall supersede any previous Offer.

“Operator” means the operator of the Aircraft. In these General Terms, any reference to the Operator shall, where the context permits, include reference to any sales agent of the Operator.

“Other Client” means the client(s) booking the Other Flight, the identity of which is a privileged information of LOOPAERO and shall not be disclosed to the Client.

“Other Flight” means, in respect of a Shared Flight, the other charter mission(s) which is/are combined and interdependent with the Shared Flight.

“Other Flight Price” means the price of the Other Flight, which is a privileged information of LOOPAERO and shall not be disclosed to the Client.

“Owner” means the owner of the Aircraft.

“Party” means LOOPAERO or the Client.

“Passengers” means the passengers to be carried onboard each Flight.

“PNR Data” means the passenger name record (PNR) data, including, as applicable, the Client's name (as person providing the information and/or making the booking) and the Passengers' names, genders, addresses, dates of birth, places of birth/origin, passport or identity card details

(nationality, number, date of issue 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**” means the applicable price of the Charter Mission, being the Full Charter Flight Price, the Shared Flight Price or the Empty Leg Price, as indicated in the Offer.

“**Privacy Policy**” means LOOPAERO’s data protection policy which is available on the Website.

“**SDR**” means a special drawing right as defined by the International Monetary Fund. The exchange rate of SDR into national currencies and Euros can be found on the International Monetary Fund’s website.

“**Shared Flight**” means, if the Charter Mission is booked as such, that the Charter Mission is combined and interdependent with one or more other charter missions of the Aircraft to be arranged by LOOPAERO.

“**Shared Flight Price**” means the price of the Charter Mission if the Charter Mission is booked as a Shared Flight.

“**Warsaw Convention**” means the Convention for the Unification of Certain Rules relating to International Carriage by Air of 12 October 1929, as amended or supplemented from time to time.

“**Website**” means LOOPAERO’s website, being www.loop-aero.com or any replacement website designated from time to time by LOOPAERO.

- 1.2 The division of these General Terms into articles, and the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation of these General Terms. Words and phrases defined in any part of these General Terms shall have the same meanings throughout these General Terms. Unless otherwise expressly provided herein, the term “or” is not exclusive and “include”, “including”, “in particular” and “especially” are not limiting. 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.

2. Booking Process

- 2.1 Unless otherwise agreed by LOOPAERO on a case-by-case basis, the Charter Mission shall be booked via the Client’s account on the Website.
- 2.2 If the Client wants to book the Charter Mission as a Full Charter Flight or a Shared Flight, the booking process shall be the following:
- 2.2.1 The Client shall provide the required information with respect to the intended Charter Mission, which shall in principle include the following:
- (i) Airports of departure and arrival;
 - (ii) Date(s) and time(s) of departure;
 - (iii) Indication as to whether the Client is flexible regarding the date(s) and time(s) of departure;
 - (iv) Number of Passengers;
 - (v) Presence of any pet;
 - (vi) Desired aircraft category.
- 2.2.2 Upon receipt of the above information, LOOPAERO shall make a Full Charter Flight Offer to the Client, indicating in particular the Full Charter Flight Price.
- 2.2.3 If the Client wants to book the Charter Mission as a Full Charter Flight:

- (i) The Client shall make a credit card imprint (using one of the credit card types approved by LOOPAERO) or, subject to LOOPAERO's consent, a wire transfer, in each case for the Full Charter Flight Price.
- (ii) By making such credit card imprint or wire transfer, the Client concludes the Brokerage Agreement with LOOPAERO.
- (iii) As soon as reasonably practicable after receipt of the credit card imprint or wire transfer (as applicable) for the Full Charter Flight Price from the Client, LOOPAERO shall conclude the Carriage Agreement with the Operator, acting as agent, in the name and on behalf of the Client. The Client acknowledges and agrees that LOOPAERO shall not have any obligation to negotiate the terms of the Carriage Agreement.
- (iv) LOOPAERO shall not bear any liability in case the Operator eventually refuses to, or for any reason does not, enter into the Carriage Agreement (in particular in case of unavailability of the Aircraft or its crew) or if the Owner refuses its approval of the Charter Mission. In such case:
 - (a) LOOPAERO may (but shall not be obliged to) find an alternative Aircraft for the performance of the Charter Mission.
 - (b) If the Full Charter Flight Price for the new Aircraft remains the same, the booking process shall resume as of article 2.2.3(iii).
 - (c) If the Full Charter Flight Price for the new Aircraft is higher than the previous one, LOOPAERO shall send a new Full Charter Flight Offer to the Client and seek the Client's approval.
 - (d) If the Client accepts the new Full Charter Flight Price:
 - i. In case the Client made a credit card imprint for the initial Full Charter Flight Price, LOOPAERO shall release the initial credit card imprint and the booking process shall resume as of article 2.2.3(i).
 - ii. In case the Client made a wire transfer for the initial Full Charter Flight Price, the booking process shall resume as of article 2.2.3(i), provided that the Client shall make a wire transfer or credit card imprint for the balance of the new Full Charter Flight Price.
 - (e) If the Client does not accept the new Full Charter Flight Price or if LOOPAERO does not find an alternative Aircraft, as LOOPAERO's sole obligation, LOOPAERO shall release the initial credit card imprint (in case the Client made a credit card imprint) or refund the initial Full Charter Flight Price (in case the Client made a wire transfer).
- (v) Upon conclusion of the Carriage Agreement and, as applicable, the Owner's approval of the Charter Mission:
 - (a) In case the Client made a credit card imprint for all or part of the Full Charter Flight Price, LOOPAERO shall be entitled to immediately charge the credit card for such amount.
 - (b) LOOPAERO shall send a Flight Brief to the Client.

2.2.4 If the Client wants to book the Charter Mission as a Shared Flight, the Client acknowledges and agrees that the arrangement of a Shared Flight is not guaranteed and that LOOPAERO has no obligation to find another client for the Other Flight. At any time before the receipt of a Shared Flight Offer in accordance with article 2.2.5(i), the Client shall be entitled to eventually decide to book the Charter Mission as a Full Charter Flight, in accordance with and subject to the terms of article 2.2.3.

2.2.5 Without prejudice to the terms of article 2.2.4, if the Client wants to book the Charter Mission as a Shared Flight:

- (i) The Client shall wait until receipt of a Shared Flight Offer from LOOPAERO indicating:
 - (a) That another client of LOOPAERO is ready to book the Other Flight; and
 - (b) The Shared Flight Price.
- (ii) Upon receipt of the Shared Flight Offer, if the Client wants to book the Charter Mission as a Shared Flight, the Client shall make a credit card imprint (using one of the credit card types approved by LOOPAERO) or, subject to LOOPAERO's consent, a wire transfer, in each case for the Shared Flight Price.
- (iii) By making such credit card imprint or wire transfer, the Client concludes the Brokerage Agreement with LOOPAERO.
- (iv) As soon as reasonably practicable after:

- (a) Receipt of the credit card imprint or wire transfer (as applicable) for the Shared Flight Price from the Client; and
- (b) Receipt of the credit card imprint or wire transfer (as applicable) for the Other Flight Price from the Other Client,

LOOPAERO shall conclude the Carriage Agreement with the Operator, acting as agent, in the name and on behalf of the Client and the Other Client. The Client acknowledges and agrees that LOOPAERO shall not have any obligation to negotiate the terms of the Carriage Agreement.

- (v) LOOPAERO shall not bear any liability in case the Operator eventually refuses to, or for any reason does not, enter into the Carriage Agreement (in particular in case of unavailability of the Aircraft or its crew) or if the Owner refuses its approval of the Charter Mission (and/or the Other Flight). In such case:
 - (a) LOOPAERO may (but shall not be obliged to) find an alternative Aircraft for the performance of the Charter Mission and the Other Flight.
 - (b) If the Shared Flight Price and the Other Flight Price for the new Aircraft remain the same, the booking process shall resume as of article 2.2.5(iv).
 - (c) If the Shared Flight Price and the Other Flight Price for the new Aircraft are higher than the previous ones, LOOPAERO shall send a new Shared Flight Offer to the Client and seek the Client's and the Other Client's approval.
 - (d) If the Client and the Other Client accept the new Shared Flight Price and Other Flight Price (respectively):
 - i. In case the Client made a credit card imprint for the initial Shared Flight Price, LOOPAERO shall release the initial credit card imprint and the booking process shall resume as of article 2.2.5(ii).
 - ii. In case the Client made a wire transfer for the initial Shared Flight Price, the booking process shall resume as of article 2.2.5(ii), provided that the Client shall make a wire transfer or credit card imprint for the balance of the new Shared Flight Price.
 - (e) If the Client and/or the Other Client does not accept the new Shared Flight Price or Other Flight Price (respectively), or if LOOPAERO does not find an alternative Aircraft, as LOOPAERO's sole obligation, LOOPAERO shall release the initial credit card imprint (in case the Client made a credit card imprint) or refund the initial Shared Flight Price (in case the Client made a wire transfer).
- (vi) Upon conclusion of the Carriage Agreement and, as applicable, the Owner's approval of the Charter Mission:
 - (a) In case the Client made a credit card imprint for all or part of the Shared Flight Price, LOOPAERO shall be entitled to immediately charge the credit card for such amount.
 - (b) LOOPAERO shall send a Flight Brief to the Client.

2.3 If the Charter Mission is booked as an Empty Leg, the booking process of the Charter Mission shall be the following:

- (i) The Client shall select the corresponding Offer on the Website.
- (ii) The Client shall provide the required information with respect to the intended Charter Mission, which shall in principle include the following:
 - (a) Number of Passengers;
 - (b) Presence of any pet.
- (iii) The Client shall make a credit card imprint (using one of the credit card types approved by LOOPAERO) or, subject to LOOPAERO's consent, a wire transfer, in each case for the Empty Leg Price.
- (iv) By making such credit card imprint or wire transfer, the Client concludes the Brokerage Agreement with LOOPAERO.
- (v) As soon as reasonably practicable after receipt of the credit card imprint or wire transfer (as applicable) for the Empty Leg Price from the Client, LOOPAERO shall conclude the Carriage Agreement with the Operator, acting as agent, in the name and on behalf of the Client. The Client acknowledges and agrees that LOOPAERO shall not have any obligation to negotiate the terms of the Carriage Agreement.
- (vi) LOOPAERO shall not bear any liability in case the Operator eventually refuses to, or for any reason does not, enter into the Carriage Agreement (in particular in case of cancellation of the Main Mission, sale of the Empty Leg by the Operator to another client,

or refusal of the Operator to accept pets, as applicable) or if the Owner refuses its approval of the Charter Mission. In such case:

- (a) As LOOPAERO's sole obligation, LOOPAERO shall release the initial credit card imprint (in case the Client made a credit card imprint) or refund the Empty Leg Price (in case the Client made a wire transfer).
 - (b) The Client may (but has no obligation) to start a booking process for a Full Charter Flight or Shared Flight in accordance with article 2.2.
- (vii) Upon conclusion of the Carriage Agreement and, as applicable, the Owner's approval of the Charter Mission:
- (a) In case the Client made a credit card imprint for the Empty Leg Price, LOOPAERO shall be entitled to immediately charge the credit card for such amount.
 - (b) LOOPAERO shall send a Flight Brief to the Client.
- 2.4 The Client shall indicate to LOOPAERO (for further transmission to the Operator) the identity of all Passengers sufficiently in advance before the first Flight and shall communicate to LOOPAERO (for further transmission to the Operator) all information and documents related to the Passengers as may be requested by the Operator (through LOOPAERO), including any PNR Data. For flight safety purposes, the Client shall be responsible for informing LOOPAERO of any allergies the Passengers may have.
- 2.5 Before the first Flight of the Charter Mission, LOOPAERO will send a (new) Flight Brief to the Client, indicating in particular (i) the Aircraft registration mark, (ii) the Flight(s) number(s) and/or the name of the Operator, (iii) the names and contact details of the handling agents and (iv) the Meeting Time(s).
- 2.6 The Client acknowledges and agrees that the Operator shall, as applicable, be solely responsible for the issuance and delivery of any passengers' tickets, Baggage receipts and other necessary documents to the Passengers, and that LOOPAERO shall not bear any obligation or liability in relation to the same.
- 2.7 All times indicated on the Website, in the Offer and in the Flight Brief are local times.
- 2.8 The Client acknowledges and agrees that it shall not have any right of withdrawal.

3. Appointment and Role of LOOPAERO

- 3.1 By concluding the Brokerage Agreement, the Client appoints LOOPAERO as its agent for arranging the Charter Mission. Accordingly:
- (i) LOOPAERO shall act as an intermediary between the Client and the Operator, in the capacity as agent, in the name and on behalf of the Client;
 - (ii) The Carriage Agreement shall be entered into between the Operator, as air carrier, and the Client (represented by LOOPAERO); and
 - (iii) The Client authorizes LOOPAERO, and appoints it, to conclude the Carriage Agreement with the Operator, LOOPAERO acting as agent, in the name and on behalf of the Client. At any time upon the Client's request, LOOPAERO will disclose the identity of the Operator to the Client and/or will provide the Client with a copy of the Carriage Agreement, provided that LOOPAERO shall be entitled to redact the price paid by LOOPAERO to the Operator and, as applicable, any information with respect to the Other Flight or the Main Mission (which are a privileged information of LOOPAERO and shall not be disclosed to the Client).
- 3.2 LOOPAERO is a charter flight broker and does not act as air carrier (in particular, LOOPAERO does not act as contracting, actual, direct or indirect air carrier), does not itself operate aircraft and does not provide air transportation services. LOOPAERO is not a party to the Carriage Agreement. For each Flight, the air carrier shall be the Operator.
- 3.3 All requests to be made, and all documents or information to be provided, by the Client and/or the Passengers to the Operator in connection with the Charter Mission shall be made/provided through LOOPAERO.

3.4 Any Additional Services requested by the Client shall be arranged by LOOPAERO, acting also in this respect as agent, in the name and on behalf of the Client. Accordingly, LOOPAERO shall conclude any Additional Services Agreement with the relevant provider (which may also be the Operator) as agent, in the name and on behalf of the Client.

4. Price and Additional Charges

4.1 The Price includes exclusively:

- (i) Fuel;
- (ii) Landing and overflight fees;
- (iii) Crew (a flight attendant will be present onboard the Aircraft during the Flight(s) only if such presence is indicated in the Offer and/or the Flight Brief);
- (iv) Handling agent services by the ground handling agents selected by the Operator;
- (v) Snacks and soft drinks at the Operator's discretion (if indicated in the Offer and/or the Flight Brief); and
- (vi) LOOPAERO's remuneration (which is a privileged information of LOOPAERO and shall not be disclosed to the Client).

4.2 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 (including in case of reduction in the number of Passengers). The Price is a fixed price, subject to any increase as provided herein.

4.3 Unless otherwise expressly provided in the Offer, the Price does not include in particular the following charges, which shall be additionally borne by the Client, including if such charges relate to any positioning, ferry and/or repositioning flights related to the Charter Mission (the "**Additional Charges**"):

- (i) Any Additional Services requested by the Client, it being understood that any Additional Services shall be subject to availability and to LOOPAERO's prior written consent, which may in particular be conditioned upon the Operator's consent;
- (ii) Internet and/or phone usage (if available onboard the Aircraft), it being understood that LOOPAERO does not warrant the functioning of internet and/or phone. Notwithstanding anything herein (or in the Offer) to the contrary, internet and/or phone usage is never included in the Price;
- (iii) Deicing and anti-icing charges;
- (iv) Any charges resulting from a change to the Charter Mission requested by the Client and/or the Passengers;
- (v) Any change to the handling agents selected by the Operator (any request by the Client and/or the Passengers for a specific handling agent cannot be guaranteed);
- (vi) Insurance overcharges (including war-risk insurance premiums) for certain countries/areas;
- (vii) Any additional insurance requested by the Client;
- (viii) VIP lounges;
- (ix) Royalties and non-objection fees;
- (x) Special flight permits and non-standard approvals;
- (xi) Any value added tax and other taxes (including special taxes such as the Italian luxury tax) imposed in relation to the Charter Mission;
- (xii) Any statutory taxes, charges, emissions trading or any other costs or duties payable in connection with greenhouse gas emissions;
- (xiii) Taxes and charges imposed in relation to pets;
- (xiv) Expenses relating to stopovers due to customs and immigration procedures; and
- (xv) Any unexpected expenses invoiced by the Operator.

4.4 The Client acknowledges and agrees that the amount of the Additional Charges may include a margin in favor of LOOPAERO. Additional Charges shall be immediately due and payable by the Client upon receipt of a corresponding invoice from LOOPAERO.

5. Operator and Aircraft

- 5.1 LOOPAERO undertakes to use reasonable endeavors to ask the Operator to provide, once a year (at a time selected by LOOPAERO in its sole discretion):
- (i) A copy of the Operator's Air Operator Certificate (or the local equivalent) for commercial operations; and
 - (ii) A copy of a third-party liability insurance certificate for the Aircraft (it being understood that LOOPAERO does not itself hold a liability insurance).
- 5.2 LOOPAERO shall not have any other duty in relation to the selection of the Operator.
- 5.3 For Flights outside of the European Union and Switzerland, the Client acknowledges and agrees that, from time to time, the Operator and/or the Operator's country may be subject to an operating ban or part of a ban list (including a ban within the European Union and/or Switzerland). The Client agrees that, although LOOPAERO will use reasonable endeavors to make the Client aware of any such bans, LOOPAERO shall not bear any liability in relation to such Flights and bans and the Client shall be solely responsible for informing the Passengers of such bans in due course and for encouraging them to use alternative means of transport (upon LOOPAERO's request, the Client shall provide LOOPAERO with evidence that such information and encouragement were provided to the Passengers).
- 5.4 The cabin dimensions, seat capacity, floor plan, year of manufacture, year of refurbishment (if any), speed and pictures of the Aircraft indicated in the Offer and/or the Flight Brief are given for information only and may be different. In particular, the number of seats and/or the seating layout of the Aircraft may be different from the ones indicated in the Offer and/or the Flight Brief.
- 5.5 The Aircraft is a non-smoking aircraft, unless the contrary is expressly confirmed by LOOPAERO and/or the Operator.

6. Baggage

- 6.1 The number and weight of pieces of Baggage are limited according to the Aircraft type and model, the number of Passengers, the itinerary and any applicable operational restrictions. The Baggage capacity indicated in the Offer and/or the Flight Brief is given for information only, and the pilot in command shall take the final decision regarding Baggage at the time of boarding, based on the actual weight and size of the pieces of Baggage.
- 6.2 The Passengers are responsible for their Baggage and shall make sure that their Baggage does not include any prohibited, regulated or dangerous goods (LOOPAERO will provide guidance upon request; an indicative non-exhaustive list can be found on the Website). The transport of weapons and munitions for leisure is subject to the Operator's prior written consent.
- 6.3 The Operator may refuse the carriage of Baggage if it is deemed excessive for any reason whatsoever, or not compliant with dangerous goods and prohibited articles regulations or any other Applicable Regulations that the Operator has to comply with.
- 6.4 If required, the Passengers shall accept inspection of their Baggage by customs or other government officials. LOOPAERO shall not be liable to the Passengers or the Client for any Damage suffered by the Passengers in connection with such inspection or the Passengers' failure to accept such inspection (without prejudice to LOOPAERO's rights under articles 12.4 and 16).
- 6.5 The Client and the Passengers acknowledge and agree that the Operator 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 for such permission to be sought for the purpose of determining whether he is in possession of or whether his Baggage contains any articles which are prohibited under this article or the Operator's regulations regarding dangerous goods and prohibited articles. If the Passenger is unwilling to comply with such request, the Operator may refuse to carry the Passenger or his Baggage and

LOOPAERO shall not be liable to the Passengers or the Client for any Damage suffered by the Passengers in that event (without prejudice to LOOPAERO's rights under articles 12.4 and 16).

7. Pets

- 7.1 Pets are accepted onboard the Aircraft only if (i) they have been announced by the Client at the time of the Charter Mission request, (ii) their presence is indicated in the Offer (in the case of a Full Charter Flight or Shared Flight) or in the Flight Brief (in the case of an Empty Leg) and (iii) they hold all documents required under any Applicable Regulations (including any vaccination and vermifuge certificates and animal passports).
- 7.2 Such acceptance is subject to all Applicable Regulations, in particular pets regulations in place at the airports/countries of the Charter Mission.
- 7.3 The Client shall be solely responsible for any cleaning fees invoiced by the Operator in connection with the pets, in particular in case of Damage caused by any pet to the Aircraft cabin.
- 7.4 The Operator shall be entitled to impose (i) a weight limit per animal, (ii) an exclusion of some breeds and/or (iii) transport modalities (such as the obligation to keep pets in a cage or on a leash).

8. Compliance

- 8.1 The Client and the Passengers shall be solely responsible for complying, and shall comply, with the terms of the Carriage Agreement and of any Additional Services Agreement.
- 8.2 The Client and the Passengers shall also be solely responsible for complying, and shall comply, with all Applicable Regulations. In particular:
 - (i) The Passengers shall be legally authorized to take the Flight(s) (this shall be checked by the Client) and shall be solely responsible for carrying a valid passport, obtaining any visa where required and ensuring the accuracy of any required document or information (including any invitation or sponsorship);
 - (ii) The Passengers shall be solely responsible for complying with any sanitary restrictions/conditions of the countries of departure and arrival of each Flight (in particular in relation to the Covid-19 sanitary crisis), including holding any valid and up-to-date medical certificate, vaccination certificate and/or negative PCR/antigenic test certificate (as required);
 - (iii) Neither the Client nor the Passengers shall use the Aircraft for any illegal purpose or for providing transportation of passengers or cargo for compensation or hire;
 - (iv) The Client undertakes to use the Aircraft exclusively for the transportation of the Client, its officials, employees and guests; and
 - (v) The Client and the Passengers shall ensure that any pet holds all documents required under any Applicable Regulations (including any vaccination and vermifuge certificates and/or any animal passport).
- 8.3 The Client and the Passengers shall also be solely responsible for knowing, and becoming aware in due course of any change to, all Applicable Regulations.
- 8.4 LOOPAERO shall not be liable to the Passengers or the Client for any Damage suffered by the Passengers in connection with the Client's or any Passenger's failure to comply with any Applicable Regulations (in particular in respect of any Passenger's failure to hold the required travel and sanitary documents). The Client shall be billed for any additional costs (including surcharges, fees, fines, penalties) resulting from such non-compliance by the Client or any Passenger (without prejudice to LOOPAERO's rights under articles 12.4 and 16).
- 8.5 The Client undertakes to submit to the Passengers all terms of the Brokerage Agreement which apply to the Passengers (including the Notice to the Passengers) and to cause the Passengers to agree to, and comply with, such terms.

8.6 The Client shall be jointly and severally liable for all Passengers' obligations under or in connection with the Brokerage Agreement.

9. Meeting Time and Delay

9.1 The Client shall be solely responsible for ensuring that the Passengers arrive at the airport sufficiently in advance to be ready (and on board with their Baggage) at the scheduled departure time of each Flight, and in any case at least on the Meeting Time.

9.2 In case the Passengers are in delay beyond the Meeting Time for any reason whatsoever (including late arrival for any reason, missing Passengers, missing documents, customs formalities, failure to obtain any required negative PCR/antigenic test on time), LOOPAERO and/or the Operator shall be entitled in its/their sole discretion to treat such delay as constituting a cancellation of the Charter Mission by the Client entitling LOOPAERO to the payment of the applicable Cancellation Charges (as defined below).

9.3 If, nonetheless, LOOPAERO and the Operator do not treat such delay as constituting a cancellation of the Charter Mission and the Operator accepts to perform the Charter Mission, the Client shall reimburse LOOPAERO for any costs incurred as a result of such delay, a new departure time (which may extend to the following day, the next airport opening day, the next available slot or the next date of availability of the Aircraft) will be determined by the Operator and neither LOOPAERO nor the Operator shall be liable for any Damage caused by such change.

10. Cancellation and Changes by the Client

10.1 After the conclusion of the Brokerage Agreement by the Client, in case the Client and/or the Passengers cancel the Charter Mission for any reason whatsoever, the Client shall be charged (i) the cancellation fees indicated below (unless the Offer contains different cancellation fees, in which case the cancellation fees indicated in the Offer shall prevail over the cancellation fees indicated below) and (ii) any Additional Charges already incurred by LOOPAERO and/or the Operator (collectively, (i) and (ii) above, the "**Cancellation Charges**"):

- (i) In case the Charter Mission is booked as a Full Charter Flight:
 - (a) Cancellation received and acknowledged by LOOPAERO 14 days or more prior to the scheduled departure time of the first Flight: 30% of the Price;
 - (b) Cancellation received and acknowledged by LOOPAERO less than 14 days but more than 7 days prior to the scheduled departure time of the first Flight: 50% of the Price;
 - (c) Cancellation received and acknowledged by LOOPAERO less than 7 days but more than 72 hours prior to the scheduled departure time of the first Flight: 60% of the Price;
 - (d) Cancellation received and acknowledged by LOOPAERO less than 72 hours but more than 48 hours prior to the scheduled departure time of the first Flight: 80% of the Price;
 - (e) Cancellation received and acknowledged by LOOPAERO less than 48 hours prior to the scheduled departure time of the first Flight, or at any time before if the Aircraft has already been positioned to the point of departure of the first Flight, or in case of no show of the Passengers: 100% of the Price,
provided that the cancellation fees set out above shall not be lower than EUR 1,500, or the equivalent in the currency indicated in the Offer.
- (ii) In case the Charter Mission is booked as a Shared Flight or Empty Leg: 100% of the Price, irrespective of the time when the cancellation is received and acknowledged by LOOPAERO.

10.2 The Client shall pay to LOOPAERO any part of the applicable Cancellation Charges which is not covered by the Price already paid by the Client within 3 days of cancellation. If the applicable Cancellation Charges are lower than the Price already paid by the Client, LOOPAERO shall

reimburse the Price to the Client upon deduction of the applicable Cancellation Charges and any other amounts owed by the Client and/or the Passengers to LOOPAERO under or in connection with the Brokerage Agreement.

- 10.3 No partial cancellation of the Charter Mission shall be possible (unless otherwise agreed on a case-by-case basis by LOOPAERO). No cancellation of Additional Services shall be possible (unless otherwise agreed on a case-by-case basis by LOOPAERO).
- 10.4 For the avoidance of doubt, the Cancellation Charges shall also be due in case the Client and/or the Passengers cancel the Charter Mission, or if any Passenger cannot take a Flight, because any Passenger does not comply with any Applicable Regulations, including any sanitary restrictions/conditions of the countries of departure and arrival of any Flight (in particular in relation to the Covid-19 sanitary crisis); this shall in particular be the case if any Passenger does not hold a valid and up-to-date medical certificate, vaccination certificate and/or a negative PCR/antigenic test certificate (as required), for instance because such Passenger's PCR/antigenic test was positive. The foregoing shall apply even if there has been a change in Applicable Regulations between the time of conclusion of the Brokerage Agreement and the time of departure of any Flight.
- 10.5 Any change to the Charter Mission requested by the Client and/or the Passengers (in particular any change to the airports, dates, times and/or number or identity of the Passengers indicated in the Offer and/or the Flight Brief) shall be subject to LOOPAERO's written consent (which shall in particular be conditioned upon the Operator'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 immediately pay to LOOPAERO any Additional Charges resulting from such change agreed by LOOPAERO (in particular any modifications charges invoiced by the Operator and any margin in favor of LOOPAERO). For the avoidance of doubt, any such change, if not accepted in advance by LOOPAERO, shall be deemed a cancellation of the Charter Mission by the Client entitling LOOPAERO to the payment of the applicable Cancellation Charges.

11. Changes by the Operator

- 11.1.1 The Client acknowledges and agrees, and confirms that the Passengers acknowledge and agree, that all information regarding the Charter Mission and the Flight(s) which is provided in the Offer and/or the Flight Brief may be changed at any time by the Operator (in particular at the time of issuance of any new Flight Brief by LOOPAERO), without LOOPAERO or the Operator incurring any obligation or liability to the Client or the Passengers.
- 11.1.2 In particular:
- (i) The Operator may change the handling agents and/or the crew;
 - (ii) The airports, dates and/or times of departure and/or arrival may be modified by the Operator, in particular because of airport slots, traffic rights, take-off, overflight, landing and parking permissions, weather conditions and air traffic control orders;
 - (iii) The duration of each Flight indicated in the Offer and/or the Flight Brief is given for information only and may change in particular because of weather conditions and air traffic control orders;
 - (iv) The routing may be adapted by the Operator in particular because of weather conditions or other operating reasons, and may include a diversion or a stop; and
 - (v) The Operator may replace the Aircraft designated in the Offer and/or the Flight Brief by another aircraft of its fleet of an identical or similar type and/or model, which shall be deemed the "Aircraft" for the purposes hereof.

12. Payment Terms and Default

- 12.1 All amounts to be paid by the Client and/or any Passenger to LOOPAERO under or in connection with the Brokerage Agreement shall be paid by credit card (using one of the credit

card types approved by LOOPAERO) or, subject to LOOPAERO's consent, by wire transfer, in each case in the currency indicated by LOOPAERO.

- 12.2 In case of credit card imprint and/or payment by credit card, the Client represents and warrants to LOOPAERO that:
- (i) The holder of the credit card consents to such imprint and/or payment (and accepts that the imprint be used to charge the corresponding amount on the credit card, without recourse against LOOPAERO); and
 - (ii) Such imprint and/or payment shall not breach any Applicable Regulations.
- 12.3 Unless otherwise provided herein, all amounts payable by the Client and/or any Passenger to LOOPAERO under or in connection with the Brokerage Agreement shall be due and payable by the Client and/or the Passenger immediately upon receipt of a corresponding invoice from LOOPAERO.
- 12.4 In case of delay in the payment of any amount payable by the Client and/or any Passenger to LOOPAERO under or in connection with the Brokerage Agreement, or in case of any other breach by the Client and/or any Passenger (or delay in the performance) of any of its/their obligations under or in connection with the Brokerage Agreement, or in case the Client goes bankrupt or becomes insolvent (or is affected by any other similar event), without prejudice to LOOPAERO's other rights and remedies under the Brokerage Agreement, at law or otherwise:
- (i) LOOPAERO shall be entitled to suspend the provision of its services under the Brokerage Agreement;
 - (ii) LOOPAERO shall be entitled to deem the Charter Mission as cancelled by the Client and to charge the Client for the applicable Cancellation Charges;
 - (iii) Default interest at the rate of 10% per annum shall be automatically due on any amount payable by the Client and/or any Passenger from the first day of delay until the date of actual and full payment by the Client and/or the Passenger (both before and after debt enforcement or judicial proceedings), without the need of any notice from LOOPAERO; and
 - (iv) The Client and/or the Passenger shall indemnify and hold LOOPAERO harmless against any foreign exchange loss, enforcement costs, collection costs, court and lawyers' fees and any other Damage incurred by LOOPAERO as a result of such delay or breach.
- 12.5 All payments made by the Client and/or any Passenger to LOOPAERO under or in connection with the Brokerage Agreement shall be made without any deduction or withholding and cannot be subject to any offsetting or counterclaim. If the Client and/or any Passenger is required by law to make any deduction or withholding for any reason, the Client and/or the Passenger shall increase the amount payable so that, after any such deduction or withholding, LOOPAERO receives the amount which it would have received had no such deduction or withholding been made.
- 12.6 Unless and to the sole extent otherwise provided in the Offer, all amounts payable by the Client and/or any Passenger under or in connection with the Brokerage Agreement (including the Price) are amounts exclusive of any value added or similar taxes which may be imposed in any country on such amounts, the Brokerage Agreement, the Carriage Agreement, any Additional Services Agreement, the Charter Mission, any Additional Services and/or the provisions of LOOPAERO's services under the Brokerage Agreement. The Client and/or any Passenger shall be responsible for, and shall indemnify LOOPAERO, for any such taxes and for any other taxes, charges and duties incurred by LOOPAERO, the Client and/or any Passenger under or in connection with the Brokerage Agreement (excluding only taxes assessed on LOOPAERO's incomes).
- 12.7 The Client acknowledges and agrees that the Brokerage Agreement (as concluded by the Client in accordance with article 2) shall constitute a debt acknowledgment from the Client, in particular with respect to the Price and the Cancellation Charges, for the purpose of article 82 of the Swiss Federal Act on Debt Enforcement and Bankruptcy (RS 281.1).

13. Adverse Events

- 13.1 The availability of the Aircraft for the Charter Mission is not sufficient to guarantee that the Charter Mission can be performed.
- 13.2 The Client acknowledges and agrees, and confirms that the Passengers acknowledge and agree, that the Charter Mission and all Flights are subject to, and may be impacted by, the following parameters and/or limitations (collectively, “**Adverse Events**”), which may also occur in relation to any positioning, ferry and/or repositioning flights related to the Charter Mission:
- (i) All Flights are subject to airport slots, traffic rights, take-off, overflight, landing and parking permissions, and may be subject to other operational restrictions.
 - (ii) There may be restrictions for any Flight starting and terminating in the same country (cabotage).
 - (iii) 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 Operator or any other party), mechanical failure, unserviceability of the Aircraft, unavailability or illness of the crew, airport closure, 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 Applicable Regulations, order from the Owner or by any other cause beyond the reasonable control of the Operator.
 - (iv) The pilot in command of the Aircraft shall 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 and safety of the Aircraft, including with respect to payload (Passengers and Baggage), planned route, timing and final landing destination. 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, modify or divert a Flight.
 - (v) The Operator (or the pilot in command) will refuse carriage or onward carriage, or will cancel any Flight when:
 - (a) Such action is necessary for reasons of safety;
 - (b) Such action is necessary to prevent violation of any Applicable Regulations; or
 - (c) The conduct, age or mental or physical condition of any Passenger is such as to (i) require special assistance from the Operator, (ii) cause discomfort or make himself objectionable to other Passengers or (iii) involve any hazard or risk to himself or to other persons 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, drugs or medicines consumption) towards the crew or other Passengers).
 - (vi) In case the Charter Mission is booked as an Empty Leg, LOOPAERO and/or the Operator may cancel the Charter Mission at any time, in particular if the Main Mission is cancelled or changed.
- 13.3 In case of delay in the performance, or a diversion, modification, cancellation or termination, of any Flight or the Charter Mission by the Operator (or in case the Operator 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:
- (i) Neither LOOPAERO nor the Operator shall be deemed to be in breach of its obligations or bear any liability towards the Client and/or the Passengers.
 - (ii) If any Flight or the Charter Mission is delayed (by a few hours or even a few days) due in whole or in part to any Adverse Event, the Client and the Passengers shall accept such delay without any indemnification.
 - (iii) If, due in whole or in part to any Adverse Event, any Flight departs from an airport different from the one indicated as the airport of departure in the Offer and/or the Flight Brief, the Passengers shall be solely responsible for reaching the new departure aircraft at their or the Client’s costs and the Flight shall be deemed completed. No refund or indemnity shall be granted by LOOPAERO or the Operator, and LOOPAERO shall be entitled to charge the Client for any cost incurred by LOOPAERO as a result of said change.
 - (iv) If any Flight is diverted (before or during such Flight) due in whole or in part to any Adverse Event and the Aircraft consequently lands at an airport different from the one indicated

as the airport of arrival in the Offer 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 or indemnity shall be granted by LOOPAERO or the Operator, and LOOPAERO shall be entitled to charge the Client for any cost incurred by LOOPAERO as a result of said diversion.

- (v) If any Flight or the Charter Mission is cancelled 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), LOOPAERO shall be entitled in its sole discretion to (i) deem the Charter Mission as completed (with the Price and all Additional Charges being due as per the terms hereof) or (ii) charge the Client the applicable Cancellation Charges as if the Charter Mission had been cancelled by the Client. LOOPAERO shall in addition be entitled to the payment by the Client of any additional costs (whether incurred by LOOPAERO or the Operator) caused by such Adverse Event.
- (vi) If any Flight or the Charter Mission is cancelled 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, LOOPAERO shall reimburse the Client for such part of the Price related to the non-performed part of the Charter Mission (only to the extent the Operator repays all amounts paid by LOOPAERO to the Operator in respect of the same), provided that LOOPAERO shall be entitled to charge the Client for:
 - (a) Any cost incurred by LOOPAERO as a result of said cancellation or termination;
 - (b) Any cost (including any Additional Charges) already incurred by LOOPAERO and/or the Operator in connection with the Flight or the Charter Mission which has been cancelled or terminated (including any cost of any positioning flight already performed or to be performed, in particular to reposition the Aircraft at its home base); and
 - (c) The costs attributable to such flight(s) as may be necessary to return the Passengers to their original airport of departure.
- (vii) The Client (and/or, as applicable, the Operator) shall be solely responsible for any and all accommodation, refreshments, meals, transportation and any other Damages incurred in respect of the Passengers wherever and howsoever the same shall arise. All such Damages shall, if incurred by LOOPAERO, be reimbursed by the Client to LOOPAERO on demand.

13.4 If, due in whole or in part to any Adverse Event, the Aircraft designated in the Offer and/or the Flight Brief is substituted by another aircraft (which may be of a different type and/or model, even inferior) (the "**Replacement Aircraft**") before completion of a Flight or the Charter Mission (so that such Flight or the Charter Mission is not cancelled or terminated in accordance with article 13.3), the following shall apply to such Flight or the Charter Mission performed by the Replacement Aircraft:

- (i) The Client and the Passengers shall accept the Replacement Aircraft and any delay to such Flight or the Charter Mission without any indemnification.
- (ii) Neither LOOPAERO nor the Operator of the replaced Aircraft shall be deemed to be in breach of its obligations or bear any liability towards the Client and/or the Passengers.
- (iii) The Replacement Aircraft shall be deemed to be the "Aircraft" for the purposes hereof.
- (iv) In case the operator of the Replacement Aircraft is not the operator of the replaced aircraft, the new operator shall be deemed to be the "Operator" for the purposes hereof.
- (v) If necessary (in the opinion of LOOPAERO), the Client hereby authorizes LOOPAERO, and appoints it, to conclude a new carriage agreement or charter agreement (which shall be deemed to be the "Carriage Agreement" for the purposes hereof) with the Operator of the Replacement Aircraft, LOOPAERO acting as agent, in the name and on behalf of the Client.
- (vi) The Client shall pay to LOOPAERO any additional costs incurred in connection with such change of aircraft (including any increase in the Price). No refund or indemnity shall be granted to the Client and/or the Passengers.
- (vii) For the avoidance of doubt, LOOPAERO shall not have any obligation to find a Replacement Aircraft.

13.5 The Client shall pay to LOOPAERO all additional costs and any other Damage arising from or in relation to any Adverse Event (especially in case of any change or delay to any Flight). In particular, in case any parking permission is not granted at any destination airport, the Client

shall bear any costs resulting from the positioning/repositioning of the Aircraft to/from any alternate airport where parking is available.

14. Personal Data

- 14.1 All personal data with respect to the Client and the Passengers will be collected and processed by LOOPAERO in accordance with the Privacy Policy. By concluding the Brokerage Agreement, the Client thereby 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.
- 14.2 Without prejudice to the generality of the foregoing, by concluding the Brokerage Agreement:
- (i) The Client thereby expressly authorizes, and confirms that the Passengers expressly authorize, LOOPAERO to collect and transfer PNR Data to the Client, to the Operator and to any service providers (whether directly or through the Operator) such as airport operators, handling agents, limousine companies, insurance companies or other companies, to the extent such transfer is necessary for the performance of the Charter Mission and/or the provision of any Additional Services.
 - (ii) For security and immigration purposes, authorities of certain countries may require that the Operator transfers to them specific travel data related to the Passengers and the Passengers' journey. The Client thereby expressly authorizes, and confirms that the Passengers expressly authorize, LOOPAERO and the Operator to transfer to these authorities any required PNR Data.
 - (iii) The Client acknowledges and expressly agrees, and confirms that 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.
 - (iv) The Client further expressly authorizes, and confirms that the Passengers expressly authorize, LOOPAERO and the Operator to collect 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 (LOOPAERO may in particular communicate such information to any future carrier of the Client and/or the Passengers).
 - (v) LOOPAERO does not assume liability for any breach of any data protection regulation by the Operator and/or any other person or authority to which LOOPAERO and/or the Operator may transfer personal data of the Client and/or the Passengers. The Client and the Passengers waive any and all claims and remedies against LOOPAERO.

15. Exclusion of Liability

- 15.1 LOOPAERO does not assume liability for, and the Client and the Passengers waive, any and all claims and remedies against LOOPAERO in relation to, any Damage due to any action or omission of the Operator or third parties or occurring out of or in connection with the Charter Mission, the Flight(s) and/or any Additional Services, whether incurred by the Client or by the Passengers.
- 15.2 Without prejudice to the generality of the foregoing:
- (i) LOOPAERO is not a party to the Carriage Agreement and to any Additional Services Agreement and shall not bear any obligation or liability in relation thereto.
 - (ii) LOOPAERO does not assume liability for any injury, death, loss, accident, delay or other Damage due to any action or omission of the Operator or third parties or occurring out of or in connection with the Flight(s), whether incurred by the Client or by the Passengers. The Client acknowledges and agrees, and confirms that the Passengers acknowledge and agree, that in any such event the Client and the Passengers shall only have recourse against the Operator.
 - (iii) LOOPAERO shall not bear any liability (and shall in particular not reimburse any amount to the Client or the Passengers, and the Client shall pay the Price and any other amount

- payable hereunder) if the Operator ceases activity, goes bankrupt or is affected by any other similar event before the departure of any Flight.
- (iv) LOOPAERO shall not bear any liability in relation to the Aircraft, the services of the Operator or any Additional Services.
 - (v) LOOPAERO shall not be deemed to have made any representations or offered any warranties with respect to the Aircraft, its crew, its operation and its maintenance, including the design or condition of the Aircraft, its satisfactory quality or fitness for the Client's intended use, the quality of the material or manufacture of the Aircraft, its compliance with any specifications or with any Applicable Regulations.
 - (vi) LOOPAERO has no power or responsibility of any kind whatsoever regarding operational matters, including audits or checks, how any Flight is carried out and the loading of the Aircraft. All safety, security and operational matters are in the absolute and sole discretion of the Operator and/or the pilot in command.
 - (vii) LOOPAERO does not assume liability in relation to any failure, issue or risk occurring in respect of the Website and any mean of communication used between the Parties (including any internet or email system failure, or the fact that any email would arrive in the spam/junk email folder of the other Party).
- 15.3 To the maximum extent allowed by applicable law, any liability of LOOPAERO for any Damages arising out of or in connection with the Brokerage Agreement, the Carriage Agreement, any Additional Services Agreement, the Charter Mission, the Flight(s), any Additional Services, any Adverse Event and LOOPAERO's services under the Brokerage Agreement is excluded. Notwithstanding anything herein to the contrary, the Client and the Passengers shall not have any rights or remedies against LOOPAERO other than those expressly set out in the Brokerage Agreement.
- 15.4 In no event shall LOOPAERO be held liable for any indirect, incidental or consequential Damage (including pure economic loss, loss of profits, loss of business, depletion of goodwill and loss of image).
- 15.5 All exclusions, waivers or limitations of liability or obligations contained herein:
- (i) Shall apply towards the Client, the Passengers and any related persons; and
 - (ii) Shall also apply in favor of LOOPAERO's shareholders, beneficial owners, partners, officers, directors, employees, agents, representatives, servants, auxiliaries, delegates, subcontractors, group companies, affiliates, successors and assigns.
- 16. Indemnification**
- 16.1 The Client and the Passengers shall be jointly and severally liable for, and shall indemnify and hold the Indemnitees harmless against, any direct or indirect Damages:
- (i) Which the Client (or any auxiliary thereof), any Passenger (or any auxiliary thereof) or any Passenger's animal or Baggage may cause to any Indemnitee, to the Aircraft or to any other asset in connection with the Charter Mission, the Flight(s) and/or any Additional Services;
 - (ii) Which may result out of or in connection with any Passenger's improper conduct during embarkation, disembarkation or on board the Aircraft, at the airport or during any ground transportation (or other Additional Service);
 - (iii) Which may result out of or in connection with the Carriage Agreement and/or any Additional Services Agreement;
 - (iv) Which may result out of or in connection with any breach by the Client or any Passenger of the terms of the Brokerage Agreement, the Carriage Agreement, any Additional Services Agreement or any other agreement; and/or
 - (v) Which may result out of or in connection with any breach by the Client or any Passenger of any Applicable Regulations.
- 16.2 Without prejudice to the generality of the foregoing:
- (i) The Client accepts, and confirms that the Passengers accept, full responsibility for the cleaning and/or the repairing of the Aircraft cabin if Damages take place during the

- Charter Mission, or if for whatever reason the cabin is not left at the end of the Charter Mission in the same condition as it was found at the beginning thereof;
- (ii) The Client and the Passengers shall pay to LOOPAERO on demand any costs incurred by LOOPAERO and/or the Operator in returning or transporting (or arranging the same, in the case of LOOPAERO) any Passenger to the point of origin of any Flight or to any other point pursuant to the direction of any competent authority in any country to, from or over which the Aircraft is flown (in particular in case any Passenger is turned away by the authorities upon arrival in the country of destination, for instance because such Passenger does not comply with the sanitary restrictions/conditions of the country of destination); and
 - (iii) The Client and the Passengers shall be jointly and severally liable for, and shall indemnify and hold the Indemnitees harmless against, any claim of any kind whatsoever from the Operator (or any related person) or any Passenger (or any related person).

17. Miscellaneous

- 17.1 By concluding the Brokerage Agreement, the Client also accepts the terms and conditions of use of the Website, which are available on the Website.
- 17.2 In case the Charter Mission is booked as a Full Charter Flight, the Client acknowledges and agrees that the Charter Mission may generate one or more empty legs and that the Client shall not have any rights in relation to such empty legs. In particular, in case the empty legs are booked by another client of LOOPAERO, the Client shall not be entitled to any reduction of the Full Charter Flight Price.
- 17.3 The existence, terms and conditions of the Brokerage Agreement are confidential, and each Party and its agents shall not disclose such existence, terms or conditions to any other person, except (i) as may be required by law or legal process, (ii) as may be appropriate to obtain advice from its legal or financial advisors, (iii) as may be required to permit any person rendering services to such Party in connection with the Brokerage Agreement to render such services, (iv) as may be required to permit such Party to perform its obligations or exercise its rights under the Brokerage Agreement or (v) as may be required to permit such Party to pursue all available remedies for a breach of the Brokerage Agreement by the other Party.
- 17.4 Unless otherwise expressly provided herein, all notices, demands or requests required or permitted to be given by any of the provisions of the Brokerage Agreement shall be deemed to have been sufficiently given only when (i) delivered personally against receipt therefor, (ii) sent by overnight courier or certified or registered mail, postage prepaid, or (iii) sent by electronic transmission via email, addressed to the relevant Party at the following addresses (or such other address communicated from time to time by a Party to the other in accordance with the terms of this article):
- (i) If to LOOPAERO: at LOOPAERO's address indicated on the Website; and
 - (ii) If to the Client: at the Client's address as indicated by the Client in the Client's account on the Website.
- 17.5 The failure of either Party to enforce any of the provisions of the Brokerage Agreement or any rights with respect thereof shall in no way be considered as a waiver of such provisions or rights or in any way to affect the validity of the Brokerage Agreement. The waiver of any breach of the Brokerage Agreement by any Party shall not operate to be construed as a waiver of any other prior or subsequent breach.
- 17.6 Each Party agrees to do and perform such other and further acts and execute and deliver any and all such other instruments as may be required from time to time by law or reasonably required by the other Party to establish, maintain and protect the rights and remedies of such Party and to carry out and effect the intent and purpose of the Brokerage Agreement.
- 17.7 The provisions of the Brokerage Agreement may not be waived, altered, modified, amended or supplemented in any manner whatsoever except by written instrument signed by an authorized signatory of each Party.

- 17.8 The Brokerage Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, but the Brokerage Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other.
- 17.9 LOOPAERO shall be entitled to delegate or subcontract any of its rights, obligations and/or services under the Brokerage Agreement to any third party without the Client's consent.
- 17.10 The Client shall be personally liable for compliance with the terms of 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).
- 17.11 If any of the provisions of the Brokerage Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions thereof shall not in any way be affected or impaired, and the Parties agree and undertake to substitute any provision which shall become invalid, illegal or unenforceable by another suitable provision which shall maintain the economic bargain between, and the intention of, the Parties.
- 17.12 The Brokerage Agreement contains the entire understanding between the Parties with respect to the subject matter thereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written.
- 17.13 In case of contradictions between the versions of these General Terms in various languages, the English version shall prevail.

18. Governing Law and Jurisdiction

- 18.1 The Brokerage Agreement shall be governed by and construed in accordance with the laws of Switzerland, excluding their conflict of law provisions.
- 18.2 Any dispute, controversy or claim arising out of, or in connection with, the Brokerage Agreement, including the validity, invalidity, breach or termination thereof, shall be submitted to the exclusive jurisdiction of the courts of Geneva, Switzerland (with the right to appeal to the Swiss Federal Court), to which the Parties hereby irrevocably agree to be submitted. The foregoing shall not prevent LOOPAERO to sue the Client and/or the Passengers before any other competent court.
- 18.3 In case of any dispute, controversy or claim arising out of, or in connection with, the Brokerage Agreement, all communications between LOOPAERO and the Client and/or the Passengers shall be made exclusively in the English or French languages.

NOTICE TO THE PASSENGERS

(According to art. 3 para. 1 lit. c of the Warsaw Convention, art. 3 para. 4 of the Montreal Convention and art. 6 para. 2 of the EC Regulation)

The Warsaw Convention, the Montreal Convention and/or the EC Regulation may be applicable to the Passengers' journey and these instruments govern and may limit the liability of air carriers in respect of death or injury and for destruction or loss of, or damage to, Baggage, and for delay.

Where the Montreal Convention or the EC Regulation applies, the limits of liability are as follows:

- (1) There are no financial limits in respect of death or bodily injury. For damages above 128,821 SDRs per Passenger, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.
- (2) In respect of destruction or loss of, or damage to, or delay in respect of, Baggage: 1,288 SDRs per Passenger in most cases.
- (3) In respect of damage occasioned by a delay to the journey: 5,346 SDRs per Passenger in most cases.

Where the Warsaw Convention applies, the limits of liability are as follows:

- (1) In respect of death, bodily injury or damage occasioned by a delay to the journey: 16,600 SDRs per Passenger in most cases.
- (2) In respect of destruction or loss of, or damage to, or delay in respect of, Baggage: 17 SDRs per kilogram for checked Baggage and 332 SDRs per Passenger for unchecked Baggage.

Regardless of which Convention/Regulation applies to the journey, the Passenger may benefit from a higher limit of liability for destruction or loss of, or damage to, or delay in respect of, Baggage by making at check-in a special declaration of the value of the Baggage and paying any supplementary fee that may apply. Alternatively, if the value of the Baggage exceeds the applicable limit of liability, the Passenger should fully insure it prior to travel.

Summary of the provisions on air carrier liability for Passengers and their Baggage

This information notice summarizes the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention, in case these instruments are applicable to the Passengers' journey.

Compensation in the case of death or injury

There are no financial limits to the liability for Passenger injury or death. For damages up to 128,821 SDRs the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments

If a Passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs.

Passenger delays

In case of Passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for Passenger delay is limited to 5,346 SDRs.

Baggage delays

In case of Baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for Baggage delay is limited to 1,288 SDRs.

Destruction, loss or damage to Baggage

The air carrier is liable for destruction, loss or damage to Baggage up to 1,288 SDRs. In the case of checked Baggage, it is liable even if not at fault, unless the Baggage was defective. In the case of unchecked Baggage, the carrier is liable only if at fault.

Higher limits for Baggage

A Passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on Baggage

If the Baggage is damaged, delayed, lost or destroyed, the Passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked Baggage, the Passenger must write and complain within 7 days, and in the case of delay within 21 days, in both cases from the date on which the Baggage was placed at the Passenger's disposal.

Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the Passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action

Any action in court to claim damages must be brought within 2 years from the date of arrival of the Aircraft at destination, or from the date on which the Aircraft ought to have arrived.

Basis for the information

The basis for the rules described above is the Montreal Convention, which is implemented in the Community by the EC Regulation and national legislation of the Member States.