

# Special Terms and Conditions for On Demand

March 2021

## 1. GENERAL

1.1. These MS Aviation Special Terms and Conditions for On-Demand (hereinafter the "On Demand Rules" or "Agreement") together with the MS Aviation General Terms and Conditions of Carriage (hereinafter the "GTCC"), and any additional terms set out in any relevant quotation and/or Confirmation (collectively hereinafter the "Terms") form the contractual basis for the provision of Flight Services (defined below) by MS Aviation Limited as contractual carrier.

1.2. The Terms are applicable for commercial transport of Passengers and/or any permitted goods and/or animals from an agreed point of departure to an agreed point of destination as more particularly detailed in the quotation ("Flight Services").

1.3. The contract may be concluded with (i) an end customer ("End Customer") or (ii) an agent on behalf of an end customer ("Agent") (either, as context demands, the "Client"). Where the Agent executes this contract, the Agent warrants (on its own behalf and as agent for its principal customer) that it is bound by these Terms jointly and severally with their customer. Any Client entering into this contract agrees to be held liable for any breach of the Terms by any passenger utilizing the Flight Services ("Passenger/s") and generally for the acts and omissions of those Passengers.

## 2. CONCLUSION OF CONTRACT

2.1. The quotation issued by MS Aviation constitutes a non-binding offer. Only the issuance of a Confirmation by MS Aviation constitutes a binding offer which requires acceptance within the stipulated acceptance period. If such acceptance period is lapsed, MS Aviation shall not be bound by its Confirmation.

2.2. The return of the Confirmation duly signed by Client, if an individual, or by an Officer of Client with authority and approval to bind Client, if a corporation, shall constitute a binding contract of carriage between Client and MS Aviation.

## 3. PERFORMANCE OF FLIGHT SERVICES

3.1. MS Aviation shall have the right to perform the Flight Services as contractual carrier or assign the performance of the Flight Services to a third-party actual carrier pursuant to Section 7.

3.2. The Flight Services will be performed pursuant to and in accordance with the GTCC as applicable at the date of Flight Services and the operating procedures approved by the competent authority of the contractual or the actual carrier as the case may be.

3.3. MS Aviation expressly reserves the right to utilize on its own account any lay-over period or empty capacity the aircraft may have, including any empty legs related to the Flight Services, before, during or after the period in which the aircraft is available to the Client.

3.4. Flight Services are planned with a set of one (1) crew (Pilot in Command, Co-pilot) subject to crew duty time and rest period restrictions by applicable duty limitation regulations.

3.5. Cabin Service by one (1) Cabin Crew is included for all flights on Challengers and Globals. Additional Cabin Crew may be supplied upon request and subject to additional charge at the sole discretion of MS Aviation.

## 4. INCLUDED AND EXCLUDED COSTS

4.1. The Price (as stated on the Confirmation) does include aircraft costs including crew, fuel, maintenance, air navigation, airport and handling charges, inflight MS Aviation standard catering (depending on flight time and time of day), passenger and baggage insurance.

4.2. The following costs are not included and shall be charged separately to Client at cost, including applicable plus a handling surcharge of 10%:

- a. Insurance surcharges;
  - b. SATCOM services;
  - c. Special catering requests such as but not limited to caviar and special wines or spirits;
  - d. cabotage permission costs;
  - e. VIP terminal, special handling, helicopter and/or limousine services;
  - f. any other concierge services rendered by MS Aviation upon request by Client;
  - g. additional, enlarged or speciality crew or Cabin Crew as result of a request by the Client and/or any Passenger.
- In such event, Client acknowledges and agrees that if MS Aviation has to use an enlarged or second crew, this may necessitate crew being in the cabin during the flight.

4.3. The quotation is subject to industry and related fuel price fluctuations. If the fuel price increases more than 5% at the destination or the arrival airport between date of quotation and Confirmation, the Price will be adjusted accordingly by the addition of a fuel surcharge.

4.4. MS Aviation offers are net and do not include any commission, unless requested by Client.

4.5. Taxes if applicable will be posted separately on the quotation / invoice.

## 5. PAYMENT

5.1. All payments due to MS Aviation shall be made upon receipt of invoice and cleared funds received by MS Aviation no later than one (1) business day prior flight date (the "Due Date"), without setoff or deduction. Time for payment shall be of the essence. If the Due Date is not a business day (bank holiday or weekend) the due and payable amount shall be received and credited to MS Aviation's account on the last preceding business day. Payments are to be made at costs of the sender in the currency to the bank account stated on the invoice.

5.2. Where the Member does not remit payment by the Due Date, the payment due shall be increased by three percent (3%), save in the case where the Member has made the booking within twenty-four (24) hours of the confirmed departure time. In addition, late payments shall be subject to interest at 10% of the outstanding sum per annum (pro rata) from the date due until MS Aviation's receipt. MS Aviation shall not be in breach of contract if it suspends Flight Services or additional services until receipt of funds.

5.3. Incoming payments shall first be offset against the oldest debt. Payment which is not sufficient to cover the entire debt will first be offset against the interest and finally against the principal debt.

5.4. If the payment has still not been made after issuance of a reminder and the setting of a deadline for payment, MS Aviation shall be entitled to withdraw from the contract of carriage and cancel the booking, subject to cancellation charges as set out in Section 8. MS Aviation may refuse to set a payment deadline if the imminence of the departure date makes it unfeasible to stipulate a period for payment prior to departure. In such event, MS Aviation may withdraw from the contract of carriage and refuse performance of Flight Services subject to cancellation charges as set out in Section 8.

5.5. Major credit cards will be accepted. If a credit card institute or a bank refuses to honour the payment required under the contract, MS Aviation shall levy Client with an administration charge of EUR 500 or dollar equivalent using the exchange rate from the day the payment was made, in addition to any charges made by the credit card institute or the bank.

5.6. In addition to mainstream FIAT payment options, MS Aviation accepts Bitcoin and other cryptocurrencies. MS Aviation will usually quote in GBP and/or Euros. For clients who want to use cryptocurrency as a method of payment they will use BitPay to receive and process such payments in cryptocurrencies. BitPay acts as a secure gateway between the client and MS Aviation. The Client makes payment to MS Aviation's secure BitPay wallet and then the currency is converted instantly to GBP or Euros. The Client is responsible for all currency conversions and related mining costs. All flights are confirmed only once full payment has been received by MS Aviation.

5.7. Client and Passenger shall be jointly and severally liable for the payment of the Flight Services and any additional costs set out in the quotation, Confirmation and/or this Agreement as well the cost of any damage or losses caused as a result of the conduct of the Client and/or any Passenger (including the cost of cleaning, disinfecting or repairing an aircraft exterior and/or its cabin and furnishings).

## 6. FLIGHT CHANGES AND DELAYS

6.1. MS Aviation and/or the actual carrier shall endeavour to the best of their ability to ensure punctual carriage of passengers and baggage. However, the announced flight times are subject to reasonable changes owing to operational and technical circumstances beyond MS Aviation's and/or the actual carrier's control.

6.2. The Client is responsible to ensure that passengers arrive adequately in advance of the scheduled departure time. MS Aviation and/or the actual carrier's ability to satisfy any variation in the Flight Services shall always be subject to crew duty times and rest periods and the availability of additional crew.

6.3. Client may request a departure delay of up to a maximum of 60 minutes beyond any confirmed departure time. MS Aviation shall agree to such delay if it is compatible with crew duty time restrictions, applicable aviation regulations and air traffic control requirements. If Client delays a flight in excess of 60 minutes beyond the confirmed departure time for any reason that is not the fault of MS Aviation, the Flight Services shall be deemed to be cancelled by Client.

## 7. SUBSTITUTION OR SUBCHARTER

7.1. Flight Services are aircraft type specific. MS Aviation reserves the right to provide the Client at MS Aviation's sole discretion with an equivalent or superior aircraft type from the MS Aviation fleet (Substitution Aircraft) at no additional cost to Client.

7.2. In the event that a Substitution Aircraft is not available for the Flight Services, MS Aviation shall advise Client without delay and provide a revised quotation with revised pricing to reflect the provision for an

Alternative Aircraft (from the MS Aviation fleet or from another carrier). In the event Client does not agree to the provision of such Alternative Aircraft, MS Aviation shall have the right to sub-charter the specific aircraft type requested by Client as set out in the original quotation or an equivalent or superior aircraft from another carrier (Subcharter Aircraft) and Client shall remain liable to pay to MS Aviation the fees and charges set out in the original quotation.

7.3. Substitution or Subcharter may occur en-route during the Flight Services. Client shall be entitled to terminate Flight Services on being informed of such planned substitution, subject to informing MS Aviation promptly of such termination and MS Aviation shall refund the amount paid on a pro-rata basis less costs for positioning the aircraft back to point of departure for the remaining part of the trip affected by the substitution event. Should Client fail to advise MS Aviation of such cancellation promptly after being informed of such planned substitution by MS Aviation (which shall be reasonably dictated by the circumstances) then MS Aviation shall be entitled to deduct all pre-positioning costs and/or third-party cancellation charges from any applicable refund.

7.4. Where a Substitution Aircraft or a Subcharter Aircraft is supplied, Client's liability shall always be to pay the costs and sums set out in the quotation plus any agreed excess costs for the Subcharter Aircraft.

## 8. CANCELLATION

8.1. Flight Services shall be deemed cancelled by Client in the event of: (i) cancellation of any booked flight communicated by the Client to MS Aviation in advance of the commencement of Flight Services, (ii) a delay of any passenger and/or Client in excess of 60 minutes to the scheduled time of departure unless specifically agreed by MS Aviation in advance in writing, (iii) a no-show of either the Client and/or any Passenger, (iv) any refusal or inability of the Client and/or any of its passengers to comply with the reasonable instructions of MS Aviation or the pilot-in-command pursuant to Section 3 of the GTCC for flight safety and/or health and/or security reasons leading the pilot-in-command and/or MS Aviation to reasonably deem it necessary to cancel or terminate a planned flight, or (v) Client failing to make any payment prior the Due Date.

Where the Confirmation specifies Flight Services involving multiple flight legs, the Cancellation Fees shall be calculated in relation to (i) the date of the first flight leg, and (ii) the total Price.

8.2. MS Aviation reserves the right to cancel, without liability for loss, injury, damage or delay, Flight Services where MS Aviation, in its sole discretion, deems such cancellation necessary as a result of the Client and/or any Passenger not complying, or being unable to comply, with any of the requirements in Section 2 or Section 3 of the GTCC.

8.3. In such circumstances set out in Section 8.1 and 8.2: the Cancellation Fees set out on the relevant quotation or Confirmation, and the Administration Fee (equal to three percent (3%) of the price) shall each be applicable and payable by Client.

8.4. All Cancellation and Administration Fees are subject to a minimum payment of Euro 1,000 which is a reasonable pre-estimate of the minimum cost to MS Aviation where a booked flight is cancelled and takes account, by way of example only, costs associated with the arrangement and movement of flight crew, permissions and associated administration and the logistics involved in organising the flight and any extra services.

8.5. In the event a flight is cancelled under Section 8.1 or 8.2, the costs of any additional goods and/or services arranged by MS Aviation at the Client's request through third party supplier(s) ancillary to the actual booked flight shall also remain the responsibility of the Client and shall be charged to the Client at the cost plus a Surcharge pursuant to Section 4.2.

8.6. Any reimbursement of flight charges and of any other amounts paid by the Client in advance of the booked flight shall be subject to the deduction of any amounts outstanding owing to MS Aviation, including

Cancellation Fees. Any remaining balance of the sums paid by the Client shall be promptly repaid to the Client. If the funds paid by the Client are not sufficient to cover the Cancellation Fees, the Client undertakes to make payment of any additional sums required to cover the Cancellation Fees within seven (7) days of the date of issue by MS Aviation of an invoice to the Client for such sums.

- 8.7. MS Aviation will not be liable to the Client for any loss or expense incurred by the Client or any Passenger in the event of cancellation due to their failure to comply with the provisions set out or referred to in these On Demand Rules.

## 9. SEVERABILITY

Should any one or more clauses of these terms be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.

## 10. MISCELLANEOUS

- 10.1. Aircraft availability shall always be subject to the carrier being able to obtain appropriate permits and permissions, including but not limited to traffic rights, customs and immigration permits, operational approvals, take-off and landing slots, insurance and compliance of Client and/ or Passengers with applicable laws, rules and requirements, including immigration, customs, agriculture, currency and health regulations and sanctions applicable at each destination. Client shall provide MS Aviation no later than 24-hours or by the date set by MS Aviation prior to departure with a complete guest list, passport copies including applicable visa and all other necessary information and valid documentation and any other operational requirements for the requested Flight Service. MS Aviation reserves the right to refuse arrangement of Flight Services if the entry and exit requirements for the country of departure or destination are not met, or if the required documentation/certification is not presented, without being liable for any damages due to such refused arrangement of Flight Services. Client and its Passengers shall be jointly and severally liable for any damages resulting from any incorrect or incomplete information provided to MS Aviation or from the delayed or improper provision of such information. Client in its own capacity and on behalf of its guest indemnifies MS Aviation in respect of claims for damages due to boarding denied by the carrier and all cost incurred in connection with Client or its guest not complying with all legal requirements of the country of departure, transit countries and the country of destination such as but not limited to surcharges, fees, fines, levy including lawyer costs and costs of repatriation. Furthermore, MS Aviation shall not be liable or in any way responsible to Client or Client's guests if it or the carrier are unable to timely secure such permits and permissions.

- 10.2. Client shall use the aircraft only for its own pleasure or for business in the carriage of Client and/or Passengers, and shall not use the aircraft:

(i) to offer or to provide transportation of passengers or cargo for remuneration of any kind; (ii) in violation of any applicable law and/or the insurance requirements; or (iii) for any illegal purpose including in violation of any applicable law or sanctions. MS Aviation or the carrier may deny boarding to any Passenger who is listed on "no-fly" or similar lists, who lacks appropriate travel documents for international travel, or who is ineligible for transportation for any other reason. Client shall be fully responsible for ensuring Client and all officials, employees and guests on the aircraft are eligible for carriage and comply with all applicable laws.

- 10.3. Client has no proprietary rights in any aircraft utilized by Client pursuant to this Agreement, and shall not cause, permit or allow any mortgage, charge, pledge, lien, hypothecation, assignment, claim or any other encumbrances whatsoever to be placed against the Aircraft.

- 10.4. This Agreement does not create a joint venture, partnership, or any other form of business relationship between the parties. Where more

than one person and/or legal entity is designated as Client pursuant to this Agreement, then each person and/or legal entity shall all have joint and several liability to MS Aviation under this Agreement. The Terms set out the entire agreement between the parties. No special terms, representations, assurances, promises or warranties shall be binding on MS Aviation except as set out expressly in the Terms. Any amendment to the Terms must be in writing and agreed to in writing by both the Client and by MS Aviation. Any amendment to the Terms by the Client is null, void and of no effect unless agreed to by MS Aviation in writing in those amended Terms.

- 10.5. Where applicable, any conversion of any rate from (1) US Dollar to (2) Euro (or any other currency) and/or vice versa shall be calculated on the basis of the respective midmarket rate to the US Dollar listed at [www.oanda.com](http://www.oanda.com) for the invoice date.

- 10.6. Each party's rights and remedies under this Agreement are cumulative and not alternative and are not exclusive of each other.

- 10.7. For the avoidance of doubt, MS Aviation shall have no duty to mitigate any loss arising from the failure by the Client to pay any amount due under this Agreement, whether by transporting any third parties for consideration on the Aircraft, by disposing of the Aircraft, or by any other manner.

- 10.8. The collection, use, and processing of personal data of natural persons related to the Flight Services is governed by the GTCC and GDPR standards. By submitting personal data to MS Aviation or an affiliate about any natural person, including Passengers, the Client hereby confirms that: (i) the Client has been appointed to act for such persons; (ii) such persons consent to the processing of their personal data, which data may also include sensitive personal data; and (iii) the Client will inform such persons of MS Aviation's identity and the Privacy Policy, including the sections regarding types of personal data collected, how it is used, and who it is shared with.

- 10.9. This Agreement and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement (including any non-contractual dispute or claim) shall be governed by and construed in accordance with English law. The English courts located in London shall have exclusive jurisdiction to determine any dispute arising in connection with this Agreement, save that MS Aviation shall retain the right to bring proceedings against the Client in the courts of any other competent jurisdiction whether or not proceedings in the English Courts are pending or have been prosecuted to judgment. This Section 10.9 is without prejudice to the rules of jurisdiction of any applicable law (including the Warsaw Convention or the Montreal Convention) which may apply to the carriage of the Passenger(s).



## GENERAL TERMS AND CONDITIONS OF CARRIAGE

MARCH 2021

General Terms and Conditions of Carriage in the capacity as contractual carrier for carriage executed by MS Aviation Limited as contractual carrier.

### 1. Scope

- 1.1. These General Terms and Conditions of Carriage (“GTCC”) apply to all flights and other services for which a contract has been concluded with MS Aviation Limited (hereinafter referred to as “MS Aviation”).
- 1.2. MS Aviation is the contracting carrier as defined in legislation governing carriage by air and the party to the contract with the Client disregarding if the contract has been concluded with the Client or by an agent on behalf of the Client. If MS Aviation has the carriage to which the Client is entitled handled by other carrier, such other carrier is the actual carrier as defined in legislation governing carriage by air.
- 1.3. In addition to these GTCC, the applicable terms and conditions (“Special Terms”) for different kind of flight services may also apply from time to time. In case of conflict between these GTCC and the Special Terms for flight services, these GTCC shall take precedence. Without limitation, the applicable Special Terms include MS Aviation Program, MS Aviation Flight Service, MS Aviation Charter Service, MS Aviation on Demand and MS Aviation Direct agreements (or other similarly named contracts).
- 1.4. These GTCC are published on MS Aviation’s website.
- 1.5. References in these GTCC to “Client” include references in Special Terms to “Member” (for Program Partnership Agreements). References in these GTCC- to “Passengers” are to passengers nominated or otherwise authorised by the Client to utilise the flight services provided under these GTCC.

### 2. Compliance with entry and exit requirements; required documents

- 2.1. Passengers are responsible for obtaining, and presenting at check-in and at immigration, the necessary travel documents, visas and doctor’s certificates, certificates of vaccination and the like which are required – for themselves and for any children or animals travelling with them – under the passport, visa and health regulations of the countries in question and/or by MS Aviation. In particular, MS Aviation would like to draw Client’s and Passengers’ attention to visa requirements for foreign nationals. Passengers shall not travel, and the Client shall not permit Passengers or accompanying animals to travel where to do so would pose a risk to their health and/or safety or to the health and/or safety of any third party (including MS Aviation employees, customers, and service providers).
- 2.2. As contractual carrier, MS Aviation may, without liability for loss, injury, damage or delay, refuse carriage (i) if the entry or exit requirements for the country of departure or destination are not met, (ii) if the required documentation/certification is not presented, or (iii) if such carriage, in the sole judgment of MS Aviation, is for any illegal purpose or would result in violation of any applicable law or sanctions (including any Passenger who is listed on a “no-fly” or similar list).
- 2.3. MS Aviation takes no responsibility with the regard to any Passenger’s compliance with any country’s entry or exit requirements (including visas and health status). Such compliance is the sole responsibility of the Passenger(s).
- 2.4. The Client shall indemnify MS Aviation for any direct and indirect costs incurred by MS Aviation arising from the Client and/or Passengers not complying, or being unable to comply, with any of the requirements in Sections 2 and 3 of these GTCC, such costs including but not limited to fines and cost of Passenger repatriation.

2.5.

- 2.5.1. MS Aviation may, without liability for loss, injury, damage or delay, and at its sole discretion, refuse to carry Passengers on domestic flights where national laws (known as “cabotage” rules) prohibit such carriage, for example within the United States. As a result, any change to the list of Passengers must be notified immediately to MS Aviation and will be subject to MS Aviation’s prior approval. Stopovers within a given country (including the United States) may be authorized but the domestic transportation of Passengers within that country may be prohibited (and, in the case of the United States, is prohibited).
- 2.5.2. The Client must ensure that all Passengers booked to travel (as set out in the passenger manifest) on domestic segments (in particular within the United States) will do so on a continuous international journey on the same carrier.

### 3. Health, Safety and Security

MS Aviation is entitled to change the route, flight schedule, seating capacity and maximum take-off weight if these are required under certain operational circumstances not caused by MS Aviation.

#### 3.1. Captain’s Decision

The pilot in command shall at all times be entitled to take all necessary measures for health and safety reasons. The pilot in command has the authority to decide with regard to Passenger’s seating as well as baggage loading, allocation/placement and unloading. The pilot in command decides whether or not and how the flight is operated and which Passengers and accompanying animals may not travel, for example due to their behaviour, to Passenger and/or Client failure to provide requested documentation and/or submit to reasonable pre-flight health checks (such as taking of body temperature by crew), or to their health, physical or mental condition.

Client and Passenger accept all such decisions of the pilot in command. Client and Passenger agree that when (in the reasonable view of MS Aviation or the pilot in command) health, safety or security may be compromised, MS Aviation or the pilot in command may decide to refuse to start or commence a flight, divert a flight, or take other action (including refusal to carry a Passenger, animal or luggage) necessitated by such health (for example, a Passenger appears to have symptoms of or have a communicable disease or condition or a Passenger refuses a screening for such disease or condition), safety and security considerations, without liability for loss, injury, damage or delay.

#### 3.2. Carriage of expectant mothers

The following regulations apply for safety reasons and to avoid health risks to expectant mothers: MS Aviation will carry expectant mothers up to 4 weeks before the expected date of delivery without certification that the Passenger is fit to travel; MS Aviation is entitled to demand presentation of the woman’s antenatal medical record as proof that the pregnancy is not beyond the 35th week.

Expectant mothers will no longer be carried as from 4 weeks before the expected date of delivery. The foregoing regulations also apply to the date of any planned return flight.

#### 3.3. Carriage of infants, children and adolescents

Owing to the risk of potential health damage, MS Aviation recommends that new-born babies up to the age of 7 days should not fly. Infants travel on the lap of their parent, guardian or accompanying Passenger during take-off and landing.

#### 3.4. Carriage of animals

Owing to safety reasons and because of the limited space available, Passengers are entitled to demand the

transport of animals (including domestic animals and pets) only if MS Aviation has been notified at the time of booking and has confirmed carriage of the animal. Client is responsible for ensuring that the animal complies with the requirements in the country of destination and that the animal is medically fit to travel.

### 3.5. Carriage of baggage

#### (a) Excess and general baggage

Passenger baggage weight is limited for flight safety reasons and varies according to aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft. Flights are being calculated with the EASA Air Regulations standard weight tables by Passenger and by type of aircraft. If Passenger baggage exceeds these limits Passenger must notify MS Aviation prior to flight. Unless otherwise explicitly stated, Passengers are obliged to notify MS Aviation of all excess and general baggage, stating the dimensions and weight of the items such as but not limited to sports equipment, pushchair/buggy and child's car seat.

The carriage of excess and general baggage shall be decided on the basis of the available hold capacity and security regulations for each flight at the sole discretion of the pilot in command. Accordingly, MS Aviation reserves the right to accept only a limited quantity or refuse the carriage of excess or general baggage entirely.

#### (b) Generally prohibited baggage

For safety reasons, the following materials and items shall not be placed in either hold or checked baggage and will not be carried:

- (1) Briefcases or security-type attaché cases with installed alarm devices, or incorporative lithium batteries and/or pyrotechnic material;
- (2) Explosive devices, including detonators, fuses, grenades, mines and explosives;
- (3) Explosive materials, fireworks or signal rockets;
- (4) Gases: flammable, non-flammable, deeply refrigerated and poisonous, such as camping gas or aerosols, propane and butane;
- (5) Flammable fluids such as bleaches, peroxides, petrol and methanol;
- (6) Flammable solids and reactive substances, including magnesium, firelighters, fireworks, flares;
- (7) Cigarette lighters;
- (8) Oxidizers and organic peroxides (including bleach), car body repair kits;
- (9) Toxic or infectious substances, including bacteria, viruses, poisons, infected blood and pathogens;
- (10) Radioactive material, including medicinal or commercial isotopes;
- (11) Corrosives (such as mercury), which may be contained in thermometers, acids, alkalis and wet-cell batteries filled with battery fluid, corrosives and vehicle batteries;
- (12) Fuel-containing components of vehicle fuel systems;
- (13) Magnetized materials and all hazardous items as listed in the IATA Dangerous Goods Regulations;
- (14) lithium ion battery-powered devices that exceed 160-watt hours;
- (15) personal electronic devices (PED) using lithium batteries that are damaged or known to be defective

(please consult <http://wemakeitsafer.com/Computers-Laptop-Batteries-Recalls> to check battery safety of your PED);

- (16) any object or substance whose possession and/or carriage by air is prohibited under applicable law.

The above provisions do not apply to medicines and medical appliances, toiletries, smoking utensils (except petrol cigarette lighters) or alcoholic drinks, provided these are carried only in small quantities for personal use.

(c) Prohibited items in checked baggage

Checked baggage must not contain fragile or perishable items, items of value including money, jewellery, precious metals, jewels, computers (including laptop computers), cameras, mobile phones, electronic cigarettes, vaping equipment or other electronic equipment, securities, stocks and bonds, as well as other valuables or business documents, samples, identification documents, house or car keys, medicines and/or medical aids and appliances (such as hearing aids, dental braces and glasses) required by the Passenger and/or spare lithium batteries, lithium ion battery-powered personal transportation devices (including Segways and hoverboards) and lithium. MS Aviation may refuse to carry these items in checked baggage and is liable only for damage/loss that is wilfully caused or caused by gross negligence.

MS Aviation shall be entitled to refuse the carriage of any baggage which is so inadequately packed that damage has to be expected despite exercise of the customary care.

(d) Prohibited items in hand baggage

(1) Guns, firearms and weapons

Any object capable, or appearing capable, of discharging a projectile or causing injury, including:

- all firearms (pistols, revolvers, rifles, shotguns etc);
- replica and imitation firearms;
- component parts of firearms (excluding telescopic sighting devices and sights);
- air pistols, rifles and pellet guns;
- signal flare pistols; starter pistols; toy guns of all types; BB guns;
- industrial bolt and nail guns; cross bows; catapults;
- harpoon and spear guns; humane killers for livestock;
- stun or shocking devices such as cattle prods, ballistic conducted energy weapons (taser);
- lighters shaped like a firearm.

(2) Pointed/edged weapons and sharp objects

Pointed or bladed articles capable of causing injury, including:

- axes and hatchets; arrows and darts; crampons; harpoons and spears;
- ice axes and ice picks; ice skates; lockable or flick knives with blades of any length; knives with blades of more than 6 cm, made of metal or any other material strong enough to be used as a potential weapon;
- meat cleavers; machetes;

- open razors and blades (excluding safety or disposable razors with blades enclosed in cartridge); sabres, swords and swordsticks; scalpels; scissors;
  - ski and walking/hiking poles;
  - throwing stars;
  - tradesman's tools that have the potential to be used as a pointed or edged weapon e.g. drills and drill bits, carpet knives and box cutters, utility knives, all saws, screwdrivers, crowbars, pliers, wrenches/spanners and blow torches
- (3) Blunt instruments  
Any blunt instrument capable of causing injury, including:
- baseball and softball bats;
  - clubs or batons – rigid or flexible – e.g. Billy clubs, blackjacks, night sticks and batons;
  - cricket bats; golf clubs; hockey sticks; lacrosse sticks;
  - kayak and canoe paddles; skateboards; billiard, snooker and pool cues; fishing rods;
  - martial-arts equipment e.g. knuckle dusters, clubs, coshes, rice flails, num chucks, kubatons and kubasaunts.
- (4) Explosives and flammable substances  
All explosives and/or highly inflammatory substances which constitute a health hazard for Passengers or crew or a risk for the technical and general safety of the aircraft and the property of the actual carrier and/or third parties, including:
- ammunition; blasting caps; detonators and fuses; explosives and explosive devices;
  - replica or imitation of explosive material or devices; mines and other explosive military stores; grenades of all types; gas and gas containers e.g. butane, propane, acetylene and oxygen;
  - fireworks, flares in any form and other pyrotechnics (including party poppers and toy capguns);
  - non-safety matches;
  - smoke-generating canisters or cartridges;
  - flammable liquid fuel (e.g. petrol/gasoline, diesel, lighter fluid, alcohol, ethanol); aerosol spray paint; turpentine and paint thinner;
  - alcoholic beverages exceeding 70% by volume.
- (5) Chemical and toxic substances  
Any chemical or toxic substances which pose a risk to the health of Passengers and crew or the security/safety of aircraft or property, including:
- acids and alkalis (e.g. spillable 'wet' batteries);
  - corrosive or bleaching substances (e.g. mercury and chlorine);
  - disabling or incapacitating sprays (e.g. mace, pepper spray and tear gas);
  - radioactive material (e.g. medicinal or commercial isotopes); poisons;



- infectious or biological hazardous material (e.g. infected blood, bacteria and viruses and any items carrying or containing the same);
- material capable of spontaneous ignition or combustion;
- fire extinguishers.

(6) Restriction on liquids in hand baggage (EU Regulation 1546/2006)

European Union regulations on Security in Civil Aviation restrict the amount of liquids that Passengers are permitted to take on board in their hand baggage.

It must be ensured that these liquids are in individual containers with a capacity of no more than 100 ml, or the equivalent amount given in a different unit of measurement (based on maximum contents as printed on the container). All of these individual containers must be packed in a transparent, re-sealable plastic bag with a capacity of no more than one (1) litre. The plastic bag must be easily and fully sealable. Passengers are not permitted to seal a normal (non-sealable) plastic bag using additional means.

Only one (1) plastic bag is allowed per person.

Liquids include: gels, pastes, lotions, liquid/solid mixtures, such as toothpaste, hair gels, beverages, soups, syrups, perfume and other items of similar consistency, as well as the contents of pressurized containers such as aerosols, shaving cream and hair spray.

Exemptions may be granted if the liquid is:

- to be used during the trip and is either required for medical purposes or a General dietary requirement, including baby food. When requested to do the Passenger shall provide proof of authenticity of the exempted liquid; or
- obtained airside beyond the point where boarding passes are controlled from outlets that are subject to approved security procedures as part of the airport security programme, on condition that the liquid is packed in a bag that is both tamper evident and displays satisfactory proof of purchase at the airport on that day; or
- obtained in the security restricted area from outlets that are subject to approved security procedures as part of the airport security programme; or
- obtained at another Community airport, on condition that the liquid is packed in a bag that is both tamper evident and displays satisfactory proof of purchase at airside at that airport on that day; or
- obtained on board an aircraft of a Community air carrier, on condition that the liquid is packed in a bag that is both tamper evident and displays satisfactory proof of purchase on board that aircraft on that day.

The above regulations shall apply to all flights departing from airports in the European Union (including connecting flights) irrespective of their destination or the country in which the carrier is based. Passengers entering the EU from an airport outside the EU must undergo another security screening before boarding their connecting flight.

Various non-EU states have passed identical or similar regulations.

(e) Carriage of sporting weapons

Passengers must inform MS Aviation as early as possible in writing prior to the flight if they intend to include sporting weapons and/or associated ammunition in the baggage.

Sporting weapons must be unloaded and stored in gun-cases or bags.

Ammunition must be packed separately in a bag or case and its total weight must not exceed 5kg. Allowances for more than one person must not be combined into one or more packages.

Sporting weapons and any associated ammunition must be the personal property of the Passenger and must be properly licensed by the Passenger's country of residence and have the required European weapon passport, where applicable.

The Passenger shall provide such documentation as required by MS Aviation that evidences compliance with the above paragraph. MS Aviation may require that the Passenger provide additional documentation for the transport of sporting weapons and ammunition (for example, where the destination country of the Passenger requires such additional documentation to be furnished); MS Aviation will communicate to the Passenger any such requirement for additional documentation following the receipt by MS Aviation of the Passenger's initial notification of intention to carry a sporting weapon and/or associated ammunition.

Failure by the Passenger to comply with any of the above points in this sub-Section 3.5(e) may result in MS Aviation refusing to carry the Passenger's sporting weapons and/or any association ammunition.

#### (f ) Carriage of lithium batteries

All spare lithium batteries, power banks and portable electronic devices (e.g. e-cigarette, personal vaporizers) must be in carry-on hand baggage and must be individually protected so as to prevent short circuits (e.g., by placement in original retail packaging, by otherwise insulating terminals by taping over exposed terminals, or placing each battery in a separate plastic bag or protective pouch). Spare lithium batteries must not come in contact with metal objects, such as coins, keys, or jewellery and take steps to prevent crushing, puncturing, or pressure on the battery.

Lithium batteries with capacity exceeding 160 Wh are not permitted.

For reference see European Aviation Safety Agency Safety Information Bulletins 2015-28, 2016-04 and 2017-04.

### 3.6. Electronic equipment

For safety reasons, the use of all PEDs is strictly prohibited during take-off and landing. The use of mobile phones is not permitted throughout the entire flight. The use of other electronic devices is permitted only with the consent of the pilot in command.

PEDs placed in checked baggage have to be completely switched off and effectively protected from accidental activation. To ensure the device is never powered on during its transport, any applications, alarms or pre-set configurations that may activate the device have to be disabled or deactivated.

PEDs placed in checked baggage have to be protected from damage by applying suitable packaging or casing or by being placed in a rigid bag protected by adequate cushioning (e.g. clothing). PEDs shall not be carried in the same baggage together with flammable material (e.g. perfumes, aerosols, etc.);

For reference see European Aviation Safety Agency Safety Information Bulletin 2017-04.

### 3.7. Smoking

Smoking may be prohibited on some MS Aviation flights depending on the individual aircraft. Additional Costs for cabin cleaning will be charged to the Client.

## 4. Force Majeure

4.1. A "Force Majeure Event" is war, warlike events, infringements of a country's neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades, lockouts, quarantine (whether declared by a national authority or by

an international organisation such as the United Nations) resulting in the suspension of all passenger air traffic, hijacking, terrorist actions, requisition, confiscation, expropriation, seizure, adverse weather conditions, natural disasters (such as volcanic eruptions and floods), technical reasons, detention or similar measures, accidents with aircraft, or other events over which MS Aviation has no control. MS Aviation reserves the right at any time during the carriage to suspend or redirect the flight in question and/or provide the Passenger with another similar aircraft or cancel the flight at its sole discretion without further liability to the Client in the event that the carriage cannot be completed in accordance with Client's requirements due to a Force Majeure Event. This definition of Force Majeure Event incorporates Sections 4.2 and 4.3 (as applicable) as well as Sections 4.4 and 4.6.

- 4.2. Where MS Aviation or an affiliate thereof arranges flight services pursuant to a MS Aviation on Demand, Charter Service or Direct agreement (or similarly named contract for the provision of one-off flight services), the above definition of "Force Majeure Event" shall be modified to incorporate this Section 4.2. In the event that a Force Majeure Event occurs prior to the commencement of the carriage and no suitable solution can be found in the sole discretion of MS Aviation, MS Aviation reserves the right to cancel the contract of carriage without liability to the Client. In this case, MS Aviation shall credit the Client with an amount corresponding to the flight in question minus all expenses already incurred. Where MS Aviation cancels the contract of carriage having commenced but not completed the carriage due to the Force Majeure Event, the Client shall only be charged on a pro rata basis for the portion of the carriage performed and any balance shall be refunded to the Client.
- 4.3. Where MS Aviation or an affiliate thereof arranges flight services pursuant to a MS Aviation Program or Flight Service agreement (or similarly named contract for the provision of flight services over a contractually defined term), the above definition of "Force Majeure Event" shall be modified to incorporate this Section 4.3. MS Aviation (or its affiliate) shall not be deemed unable to fulfil its obligations under the applicable Special Terms due to a Force Majeure Event unless such Force Majeure Event renders MS Aviation unable to arrange lawfully flight services to, from, and/or within two-thirds of the countries that fall within the contractual service area for a sustained period of at least ninety (90) days. In the event that a Force Majeure Event occurs prior to the commencement of a flight and no suitable solution can be found in the reasonable opinion of MS Aviation, MS Aviation reserves the right to cancel that flight without liability to the Client. Where MS Aviation cancels the contract of carriage having commenced but not completed a flight carriage due to the Force Majeure Event, the Client shall only be charged on a pro rata basis for the flight legs performed.
- 4.4. Unless stated otherwise in mandatory (indispensable) legislation, MS Aviation shall not be responsible for any damage or direct and indirect loss as a result of or arising, directly or indirectly, in connection with a Force Majeure Event.
- 4.5. MS Aviation shall not be liable for any damage or direct and indirect loss of any nature whatsoever to the Client arising from any delay arising as a result of a Force Majeure Event.

## 5. General Liability Provisions

- (a) Liability in connection with the carriage of Passengers, freight and baggage inside and outside the European Community is subject to the liability restrictions of EC Regulation No. 2027/97 of 9 October 1997 as amended by EC Regulation No. 889/02 ("EC Regulation 2027/97"), the Convention for the Unification of Certain Rules of International Carriage by Air of 28 May 1999 ("Montreal Convention"), or the Warsaw Convention for the Unification of Certain Rules relating to International Carriage by Air of 12 October 1929 as amended by the Hague Protocol of 28 September 1955, depending on whether the case involves national or international carriage as defined in the Warsaw Convention or Montreal Convention or the Guadalajara Convention 1961.
- (b) The liability of MS Aviation and/or the actual carrier shall in no case exceed the level of the proven damage. MS Aviation and/or the actual carrier shall be liable for indirect and/or consequential damage only if the damage is attributable to gross negligence or intent on the part of MS Aviation and/or the actual carrier. The foregoing exclusion of liability shall not apply to indirect and/or consequential damage resulting from injury to life, body or health of a person owing to infringement of an obligation caused by negligence on the part of MS Aviation and/or the actual carrier.
- (c) If the damage is attributable to contributory negligence on the part of the damaged party, the standards of the applicable law relating to exclusion or reduction of compensation obligations in cases of contributory negligence

by the damaged party shall apply. The above provision shall apply accordingly if the damaged party fails to satisfy his/her obligation to keep the damage to a minimum.

- (d) MS Aviation and/or the actual carrier shall not be liable for damage caused in fulfilment of government regulations or because the Passenger fails to satisfy his/her obligations pursuant to these regulations.
- (e) MS Aviation and/or the actual carrier shall be liable for errors or omissions in flight schedules or other publications of flight times, for information supplied by agents, employees or authorised representatives of MS Aviation and/or the actual carrier relating to dates, departure and arrival times or flight handling, only in cases of intent or gross negligence.
- (f) The exclusion and restriction of liability on the part of MS Aviation and/or the actual carrier shall also apply accordingly in favour of agents, employees or representatives of MS Aviation. The total sum to be paid in compensation by MS Aviation and/or the actual carrier and/or the aforesaid persons shall not exceed the maximum statutory and contractual liability sums which apply to MS Aviation and/or the actual carrier.
- (g) Unless otherwise explicitly specified, none of these conditions refers to a waiver of the liability exclusions which apply to MS Aviation and/or the actual carrier or pursuant to the Warsaw Convention, the Montreal Convention, European or national legislation.
- (h) Notwithstanding anything to the contrary in the Special Terms, the Client shall be liable to and shall indemnify MS Aviation and/or the actual carrier for any breach of these GTCC by the Client and/or by any Passenger(s), including any consequential losses incurred by MS Aviation as a result of such breach, however remote. In particular where:
  - i. MS Aviation and/or the carrier breach the cabotage rules set out in Section 2.5.1 as a result of any act or omission of the Client and/or Passenger(s) (including by way of alteration to passenger manifests);
  - ii. the Client is in breach of Section 2.5.2 above, the Client shall indemnify MS Aviation and/or the actual carrier for all resulting loss and liability incurred, including future loss of revenue, fines, regulatory sanctions and costs incurred in attending and/or defending any regulatory or legal proceedings or investigations.

## 6. Notice pursuant to Annex to EC Regulation 2027/97

Notice pursuant to the annex to EC regulation 2027/97 as amended by EC regulation 889/02

### 6.1. Liability of MS Aviation and/or actual carrier 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.

- (a) There is no maximum sum in terms of liability in case of Passenger death or injury. For cases of personal injury up to SDR 113,100 (equivalent sum in local currency), MS Aviation and/or actual carrier cannot contest claims for compensation. In case of claims greater than this amount, the contractual and/or actual carrier can defend itself by proving that its actions were not negligent or otherwise at fault.
- (b) If a Passenger is killed or injured, MS Aviation and/or actual 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 (approximate amount in local currency).
- (c) MS Aviation and/or actual carrier is liable for damages caused if Passengers are delayed unless the company took all reasonable measures to avoid these damages or it was impossible to take these measures. The liability for damages caused by Passenger delay is limited to SDR 4694 (equivalent sum in local currency) (EN Official Journal of the European Communities 30.5.2002 L 140/5). Any possible liability under EC regulation 261/2004 remains unaffected.

- (d) The contractual and/or actual carrier is liable for damages caused if baggage is delayed unless the company took all reasonable measures to avoid these damages or it was impossible to take these measures. The liability for damages caused by baggage delay is limited to SDR 1131 (equivalent sum in local currency).
- (e) MS Aviation and/or actual carrier is liable for the destruction, loss or damage to baggage up to a sum of SDR 1131 (equivalent sum in local currency). In case of checked baggage, if the baggage was not damaged prior to carriage, the company is liable even if it is not at fault. With regard to hand baggage, MS Aviation and/or actual carrier is only liable if its actions are negligent or otherwise at fault.
- (f) A Passenger can benefit from a higher liability limit by making a General declaration at the latest at booking subject to a supplementary fee.
- (g) If the baggage is damaged, delayed, lost or destroyed, the Passenger must write and complain to MS Aviation and/or actual carrier as soon as possible. Passengers whose checked baggage sustained damage must submit a written complaint within seven days upon the date the baggage was placed at the Passenger's disposal.
- (h) If MS Aviation and/or actual carrier that actually carries out the flight is not the same, the Passenger may address complaints to or make claims for damage against either company. If the name of code of a contractual and/or actual carrier is indicated on the confirmation, that company is the contracting contractual and/or actual carrier.
- (i) Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.
- (j) The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the Member States.

## 6.2. Disclaimer

This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Montreal Convention, and it does not form part of the contract between the carrier(s) and the Client. No representation is made by the carrier(s) as to the accuracy of the contents of this notice.

## 7. Privacy and data protection

- (a) During the course of its relationship with the Client, MS Aviation (including MS Aviation's officers, employees, contractors, subcontracts, agents and actual carriers) shall act as data controller in the collection and processing or learn Personal Data ('Personal Data' shall have the meaning assigned to it in MS Aviation's Privacy Policy in compliance with GDPR. The Client hereby accepts that the Client's and Passengers' Personal Data be held and processed by MS Aviation in compliance with applicable data protection laws and regulations, these GTCC, and the aforementioned MS Aviation Privacy Policy.
- (b) Without prejudice to the aforementioned what is stated in the MS Aviation Privacy Policy, MS Aviation and/or the actual carrier are explicitly entitled to transmit Personal Data obtained from official photo identification documents and other Personal Data processed or used in connection with the carriage to public authorities and border control agencies, provided that the authority's or agency's request for disclosure is based on mandatory legal regulations and is necessary for performance of the contract of carriage. Moreover, the actual carrier is also explicitly authorised by Client to process, capture, save, modify, block, delete, disclose, transmit and use Personal Data of Client and Passengers within the scope of performance of the contract and in accordance with applicable data protection regulations for the purpose of delivery by the actual carrier of flight services and performance by the actual carrier of its obligations under the contract, and actual carrier is further explicitly authorised to transmit the said Personal Data to its own offices, authorised representatives and to the parties who provide services on its behalf, including to air crew (pilots and cabin crew) charged with the delivery of flight services to the Client.

## 8. Passenger emergency contact details (EC Regulation No. 996/2010, Article 20(3))

8.1. In accordance with Article 20(3) of EC Regulation No. 996/2010, every Passenger has the right to provide MS Aviation with the name and contact details of a person who MS Aviation is to contact in the event of an emergency relating to the Passenger. MS Aviation shall use such information only in the event of such an emergency. MS Aviation undertakes that none of the details provided by a Passenger under this Section 8 will be passed on to third parties or used for commercial purposes.

8.2. Where the contract to which these GTCC apply is concluded with a person or company other than a Passenger, that person or company shall (i) facilitate the exercise by Passengers of their right set out in Section 8.1; and (ii) provide MS Aviation with all assistance requested by MS Aviation to allow Passengers to exercise (and MS Aviation to give effect) to that right.

## 9. Amendments

9.1. MS Aviation reserves the right to amend these GTCC at any time with effect for the future without obligation to notify the Client. The GTCC as amended from time to time are published on the website as from the date on which they come into force. By continuing to use MS Aviation services after amendment of the GTCC, the Client declares his consent to the amendments.

9.2. No agency, employee or any other third party is entitled to make any amendments and/or addenda to these GTCC or to waive their applicability.

9.3. These GTCC (and any documents, terms or agreements referred to therein) contain the entire provisions of the contract between the Client and MS Aviation and supersede all previous agreements, regardless of whether such agreements were made verbally, by electronic means or in writing.

## 10. Severability clause

Should any individual provision be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision which comes as close as possible to the economic purpose of the invalid provision.

## 11. Applicable Law and Legal Venue

These GTCC and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these GTCC (including any non-contractual dispute or claim) shall be governed by and construed in accordance with English law. The English courts located in London shall have exclusive jurisdiction to determine any dispute arising in connection with these GTCC, save that MS Aviation shall retain the right to bring proceedings against the Client in the courts of any other competent jurisdiction whether or not proceedings in the English Courts are pending or have been prosecuted to judgment. This Section 11 is without prejudice to the rules of jurisdiction of any applicable law (including the Warsaw Convention or the Montreal Convention) which may apply to the carriage of the Passenger(s).

## 12. Prohibited Business Practices and Sanctions

12.1. The Client hereby represents, warrants, undertakes and acknowledges that: (1) to the extent that any laws, statutes, regulations, and codes relating to anti-bribery, anti-corruption, anti-money laundering, terrorist financing, and unfair and prohibited business practices (including but not limited to, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act) (collectively referred to herein as the "Laws") apply to any aspect of the relationship between MS Aviation and the Client, the Client shall at all times comply with the Laws and will remain in compliance with the Laws; (2) any funds or monies paid to MS Aviation by the Client shall not have been derived as proceeds of money laundering, terrorist financing and/or of any other illegal or criminal act or activity; (3) the Client and all Passengers are not a Designated Party (a "Designated Party" means any person or entity that is designated in published lists issued by the U.S. government or the United Nations or the European Union as a Specially Designated National or a Designated Person, a terrorist, a foreign terrorist

organization, an organization that assists or provides support to a foreign terrorist organization, a proliferator of weapons of mass destruction, a narcotics trafficker or any other similar designation that would prohibit MS Aviation from engaging in a transaction with that individual or entity under applicable law), or the subject or target of any economic or trade sanction law or regulation or travel ban; (4) no employee or director or owner or shareholder or parent company or affiliate or subsidiary of the Client, and no Passenger is a Designated Party, or the subject or target of any economic or trade sanction law or regulation or travel ban; (5) in the event that the Client or any employee or director or owner or shareholder or parent company or affiliate or subsidiary of the Client, or any Passenger, becomes a Designated Party or the subject or target of any economic or trade sanction law or regulation or travel ban, then Client shall disclose such an event to MS Aviation immediately; (6) baggage and cargo of the Client and that of all Passengers shall not violate any applicable export control laws. Without prejudice to the generality of the foregoing, and specifically with respect to flights to Iran, the Client and all Passengers shall not take onto the aircraft or include in any baggage or cargo any: (i) arms or related materiel, including defence articles, defence services, or technical data that are controlled on the United States Munitions List (USML) established under section 38 of the Arms Export Control Act (22 U.S.C. § 2778), (ii) any item that is or would be, if located in the United States controlled by ECCNs OA-E521 or 600 series ECCNs, (iii) items used to facilitate the development or production of a chemical or biological weapon or other weapon of mass destruction and their means of delivery, including ballistic missiles, or (iv) items that would require separate authorization from the Office of Foreign Assets Control of the US Department of the Treasury under the Iranian Transactions and Sanctions Regulations (31 C.F.R. part 560) or from any other U.S. Government agency; (7) the Client and the Passengers shall comply with any and all applicable economic and trade sanction laws and regulations which are applicable to them, including without limitation the economic and trade sanction laws and regulations enacted by the United States, the United Nations, and the European Union; (8) any and all information and documentation provided by the Client to MS Aviation during MS Aviation's due diligence process are accurate and complete; (9) MS Aviation may be legally bound to file reports to any competent authority concerning any breach by Client, or by any Passenger, of any applicable economic or trade sanction laws or regulations or Laws; (10) MS Aviation may be required by applicable economic or trade sanction laws or regulations or Laws to block or freeze funds received from Client and which are within MS Aviation's possession or control. Such blocking or freezing of funds by MS Aviation shall be affected without any liability to Client. MS Aviation may furthermore and without liability to the Client or to any person named in (4) above, deal with and remit such funds in such manner as prescribed by the applicable economic or trade sanction laws or regulations or Laws and/or as prescribed to MS Aviation by the relevant authorities. (11) the Client and the Passengers will not engage in or facilitate any activity that could lead MS Aviation to breach any Laws, economic or trade sanction law or regulation or travel ban; (12) without prejudice to the foregoing, MS Aviation may, without liability to Client or to any other person, refuse carriage to any person or refuse to operate any flight if, in the sole and absolute judgement of MS Aviation, such carriage or the operation of such flight would result in violation (in any jurisdiction) of any enforcement order, warrant, law or regulation or economic or trade sanction law or travel ban; (13) without prejudice to the foregoing, MS Aviation may, without liability to Client or to any other person, refuse carriage to any person if, in the sole and absolute judgement of MS Aviation, such person has been convicted or adjudicated of a criminal offence in any jurisdiction: (i) related to drug possession or trafficking, human rights violations, terrorism, or to fraud, theft, bribery, corruption, money laundering, terrorist financing or other financial impropriety; and/or (ii) which, in the sole and absolute judgment of MS Aviation, may bring MS Aviation into disrepute; and/or (iii) which, in MS Aviation's reasonable opinion, is prejudicial to MS Aviation's interests.

- 12.2. Client hereby consents and gives permission to MS Aviation to carry out due diligence or other screening activities (including background checks) on Client and Passengers. Moreover, and without prejudice to the foregoing, Client shall promptly provide to MS Aviation any and all information and documentation reasonably requested by MS Aviation at any time in order for MS Aviation to be able to perform its due diligence, screening, and assessment processes and procedures to ensure that no Passenger intended to be carried and no flight intended to be operated under the provisions of these GTCC violates any provision of these GTCC- or any law or regulation or economic or trade sanction law or travel ban; and, if so required by MS Aviation at any time the Client shall certify to MS Aviation in writing compliance with this contractual provision, and shall promptly provide such supporting evidence of compliance as MS Aviation may reasonably request.
- 12.3. MS Aviation may (without prejudice to all its other rights under the Special Terms, under the GTCC and at law) terminate the Special Terms by means of written notice to the Client, with immediate effect, without need of judicial recourse, and without liability for compensation or damages (whether direct and/or indirect)

of any type or nature in favour of the Client, in the event that: i. the Client breaches any representation, warranty, undertaking or acknowledgment set forth in this Section 12 and fails to remedy (if such a breach is remediable in the sole discretion of MS Aviation) that breach within 10 days of Client being notified in writing of the breach; or, ii. the Client and/or any of its directors and/or employees and/or owners and/or shareholders and/or parent companies and/or affiliates and/ or subsidiaries becomes a Designated Party or the subject or target of any economic or trade sanction law or regulation or travel ban; or, iii. the Client and/or any Passenger has been convicted of a criminal offence related to human rights violations, terrorism, or to fraud, theft, bribery, corruption, money laundering, terrorist financing or other financial impropriety.

Furthermore, Client assumes all liability and shall indemnify, reimburse, and hold free and harmless MS Aviation, its officers, directors, shareholders, employees, agents, and subcontractors (each an "Indemnitee"), from and against any and all claims, demands, suits, judgments, losses, fines, penalties, damages, costs, liabilities and causes of action, including costs and expenses incidental thereto, incurred or suffered by any Indemnitee by reason of or in connection with a breach or deemed breach by Client of any representation, warranty, undertaking or acknowledgment set forth in Section 12 above. This indemnity (i) is not limited by any provision in the Special Terms and (ii) will survive the termination or expiration of this Contract.

### 13. Confidential Information

MS Aviation acknowledges that, as a result of MS Aviation delivering flight services to the Client, MS Aviation and its employees may learn confidential and proprietary information relating to the Client and/or Passengers ("Confidential Information"). MS Aviation undertakes not to, and shall procure that its employees shall not, disclose such Confidential Information to any third party save:

- (i) as required to deliver those flight services and any ancillary services requested by the Client and/or Passengers;
- (ii) where such Confidential Information is in or enters the public domain, other than as a result of a breach by MS Aviation of its obligations hereunder;
- (iii) pursuant to a legal or regulatory requirement to disclose, deliver, communicate, or otherwise make available the Confidential Information to a third party;
- (iv) to the auditors and/or legal advisors and/or other professional advisors and/or bankers and/or any potential or actual investors or partners of MS Aviation;
- (v) to an affiliate or subsidiary or strategic partner of MS Aviation (including to the officers, directors, employees, agents and advisors of the subsidiary, affiliate or strategic partner); or
- (vi) to protect MS Aviation's rights, property and safety and the rights, property and safety of the Client and/or Passengers, or others;

Provided however, that, Confidential Information shall not include Personal Data of the Client and of Passengers. Personal Data of the Client and of Passengers shall be held and processed by MS Aviation in accordance with Section 7 above.