



Citizen Air Charter Quote Terms & Conditions

These Citizen Air Charter Quote Terms & Conditions ("T&Cs") are incorporated by reference into the Charter Quote ("Charter Quote") that is offered to you by Citizen Air LLC ("Citizen Air") and also are incorporated into the contract of charter carriage that is established by your acceptance of the Charter Quote. You as our customer ("Customer") are responsible for ensuring that all of the passengers for the Charter Trip receive the passenger notices and other information set out in these T&Cs.

CHARTER TRIP ACCEPTANCE: In order to reserve an aircraft for a Charter Quote offered by Citizen Air ("Charter Trip"), the Customer must complete and approve (in hard copy or electronically) the following: (i) the Charter Quote and (ii) a Credit Card Authorization (like a hotel, the Credit Card Authorization is needed for incidentals, even if payment is made via another method).

AMENDMENT OF CHARTER QUOTE: The Charter Quote may be aircraft specific or fleet specific based on aircraft scheduling. If Customer requests any changes in the itinerary or type of aircraft, or requests supplementary services (e.g. ground transportation or catering), and if Citizen Air complies, then the Charter Quote shall be deemed amended to reflect such changes, at prices as quoted by Citizen Air, or at Citizen Air's standard rates if prices are not quoted. Customer's use of an alternative aircraft, modified itinerary, or additional goods, services, or both, not reflected in the original Charter Quote, shall be deemed acceptance of the amended Charter Quote.

ADDITIONAL EXPENSES: The Charter Quote reflects pricing for the aircraft itself, fuel and crew, and does not include "Additional Expenses" which include but are not limited to: catering (other than standard stock), deicing, hangar fees, after hours fees, ATC & weather delays, Customer special requests, additional airport/international handling costs due to Customer/passenger delays, last minute changes to itineraries, data usage (including but not limited to WIFI, broadband, voice, text), ground transportation, customs clearance, fuel surcharge, and use of non-preferred FBO locations. Customer agrees to pay all Additional Expenses at Citizen Air's standard rates.

PAYMENT TERMS: Payment for U.S. domestic and Canada flights is due in full no later than three (3) business days prior to the scheduled departure date of the charter. Payment for other International charters is due no later than five (5) business days prior to the scheduled departure date of the charter. Citizen Air will accept such pre-payments via wire transfer, credit card, or check. Quoted price reflects a 3% cash discount. If a credit card is used for payment, the 3% cash discount will be forfeited. Customer shall provide Citizen Air with copies of the front and back of both a valid credit card and valid government photo identification of the cardholder, regardless of form of payment. Customer authorizes Citizen Air to charge Customer's credit card for payment of the Charter Quote, as it may be amended, and for payment of all Additional Expenses. If payment becomes more than thirty (30) days past due, Customer agrees to pay interest at the rate of one percent (1%) per month, and to pay all collection fees including reasonable attorney's fees and court costs.

TAXES: Unless otherwise provided by applicable law, a per passenger segment fee tax and a Federal Excise Tax (FET) of 7.5% will apply to all domestic passenger flight segments and 6.25% for all domestic cargo flights. A per passenger segment fee tax on all flights between the continental US and Hawaii and/or Alaska will apply. Other international arrival/departure taxes may apply. Citizen Air's quoted charter rates are exclusive of any value-added, sales, use, excise, customs duties or other government taxes, fees, or surcharges that may apply to the charter services provided under these T&Cs ("Taxes"). Customer will pay all such Taxes including those paid or payable by Citizen Air (exclusive of taxes on Citizen Air's net corporate income). If a broker is executing the Charter Quote as an agent for Customer, such broker will be responsible to collect and remit any and all Taxes.

CANCELLATIONS BY CUSTOMER: If Customer books or reserves a flight, and then cancels it, the following cancellation rates shall apply: (i) if the cancellation is more than five calendar days prior to scheduled departure then there is no cancellation fee, (ii) if the cancellation is made five days and 48 hours prior to scheduled departure, the cancellation fee is 50% of the Charter Quote, and (iii) if the cancellation is less than 48 hours before scheduled departure, the cancellation fee is 100% of the Charter Quote. If requested international destinations require expenses to be incurred more than 48 hours prior to departure, Customer will be responsible for these costs.

ITINERARY CHANGES & TRANSMITTAL OF CHANGES: Itinerary changes are permitted but are subject to aircraft and crew availability and subject to price adjustment. Notification of changes and/or cancellations must be in writing and transmitted to Citizen Air as early as possible.

SECURITY CONCERNS: A 100% cancellation fee (100% of the Charter Quote) will apply in the event a flight is affected by security concerns caused by the identity, actions or inactions of Customer and/or passengers. Citizen Air and Third-Party Operator, as applicable, reserve the right to cancel a flight, refuse to commence a flight, postpone any flight, or take other necessary action, if in the sole discretion of Citizen Air, Third-Party Operator or the pilots of a charter aircraft, the safety may be compromised, and Citizen Air and Third-Party Operator may take such action without breaching its duties or obligations to Customer or be liable for any loss, injury, damage, or delay.

EQUIPMENT SUBSTITUTES. Citizen Air reserves the right to substitute a different type of aircraft. If the substitute aircraft is viewed in the industry as being of equal or greater capability to the aircraft in the Charter Quote. If Citizen Air offers to substitute an aircraft of lesser capability, then Customer may elect to cancel without penalty, or to accept the offered alternate aircraft with an accommodating price reduction.

DELAYED DEPARTURES AND NO SHOWS: Customer should notify Citizen Air as early as possible of any delays in Customer's planned departure time, and Citizen Air will use diligent business efforts to accommodate. In such circumstances, Customer will pay all costs of holding the aircraft to accommodate Customer's schedule change. If Customer's delay is more than one (1) hour from the planned departure time, Citizen Air reserves the right to cancel the flight and charge a "No Show" fee equal to 100% of the Charter Quote.



BAGGAGE: Baggage capacity of the charter aircraft depends on many factors, including total weight of passengers, fuel onboard, flight length, runway length and weather conditions. Customer should confirm baggage capacity in advance if it is an area of concern. Citizen Air is not responsible for shipping excess (or rejected) baggage. Citizen Air will assist Customer with the shipment of excess items as an Additional Expense. Customer must report any lost or damaged baggage or other personal property within 48 hours after deplaning. Customer is responsible for ensuring that valuables, fragile items, and perishables are reasonably packaged. Customer and/or the passengers will not be reimbursed for the loss or damage of baggage or other personal property if a claim is not timely made, if Customer or passenger did not pack properly, or if Customer or passenger did not label or otherwise notify the flight crew of the presence of fragile items. All baggage and personal items brought on board the aircraft are subject to inspection as may be required by law or as may be determined necessary by the flight crew. All goods imported or exported must be declared and are subject to import/export laws, taxes and duties. Citizen Air or Third-Party Operator may discontinue flights if a passenger refuses to allow an inspection of their person or baggage.

FBO CHOICE: Citizen Air will select fixed base operators/handlers at each airport on the Charter Quote. If Customer requests a particular FBO, a surcharge may be applicable in the equivalent of additional ramp, handling, and parking charges and fuel cost per gallon differential to the preferred FBO selected by Citizen Air.

DOCUMENTATION & SECURITY: All passenger names must be provided to Citizen Air at least forty-eight (48) hours prior to the departure date for domestic trips and at least seventy-two (72) hours prior to the departure date for international trips. A valid government-issued photo ID is required for all passengers over the age of 18 prior to the passenger boarding the flight. The Customer is further responsible for obtaining any travel authorization documents such as passports and visas that may be required by any governmental authority. In the event the Customer/passenger provided ID and/or security information is invalid, any and all liability for government issued fines is the Customer's responsibility. Customer also acknowledges that any inconsistencies in the passenger manifest may cause departure delays, for which Citizen Air shall not be responsible.

Prior to the departure time, Customer is required to present written permission from the non-traveling parent(s) or guardian(s) to allow any minor children to travel without one or both parents. If required travel documents, including written permission from non-traveling parent(s) or guardian(s), for a minor are not presented, the flight may be terminated and the Customer will be charged 100% of the Charter Quote, plus actual expenses, regardless of cancellation by Customer or Citizen Air.

TRIP INTERRUPTION/TERMINATION DUE TO FORCE MAJEURE: Citizen Air and Third-Party Operator reserve the right to, and shall not be liable for, altering schedules and/or canceled flights due to Force Majeure. "Force Majeure" means an act of God, strike or lockout or other labor dispute, act of a public enemy, war (declared or undeclared), terrorism, blockade, revolution, civil commotion, fire, any weather-related event affecting safety of flight, flood, earthquake, explosion, governmental restraint, embargo, by sudden or unexpected mechanical difficulty, inability to obtain or

delay in obtaining equipment, parts, or transport, inability to obtain or delay in obtaining governmental approvals, permits, licenses, or allocations, and any other cause outside of the complete control of Citizen Air or Third-Party Operator, as applicable, whether or not of the kind specifically listed above. In the event the Charter Trip is not completed due to Force Majeure, the Customer will be responsible for payment for all costs incurred for the completed portion(s) of the Charter Trip but will not be responsible for the portions of the Charter Trip not completed. In no event shall Citizen Air be liable for damages claimed as a result of a cancelled or delayed flight.

PET POLICY: Customers traveling with pets shall disclose this information at the time of quotation. Carriage of pets is subject to approval of Citizen Air/Third-Party Operator and additional fees may apply. The Charter Quote requires this disclosure for determining the aircraft, as some aircraft do not accommodate pets. For international and offshore travel, federal and foreign government agencies may impose quarantine restrictions on pets. While Citizen Air may provide guidance as to such guidelines, it is the responsibility of the Customer to understand the necessary and applicable rules and regulations. Pets not previously approved may be denied boarding of the aircraft. Should a Customer cancel a flight as a result of a pet not previously approved being denied boarding of the aircraft, Customer remains responsible for the payment of the Charter Quote in full and any Additional Expenses incurred by Citizen Air/Third-Party Operator.

SMOKING: Smoking is not permitted on any flight.

WIFI POLICY: Complimentary domestic Wi-Fi may or may not be included but not guaranteed on all flights. Should Wi-Fi be unavailable or inoperative for any portion of any flight, Citizen Air will not discount or make any amendment to our stated cancellation policy.

WEAPONS: Citizen Air must be notified at the time of booking if the passengers wish to transport a firearm onboard any flight, and the firearms must be declared at the time of boarding. Firearms are allowed onboard the aircraft so long as they are transported in accordance with FAA/TSA regulations. Passengers will not have access to the firearm until the completion of the flight. Concealed firearms are prohibited on all flights.

HAZARDOUS MATERIALS: Federal law forbids passengers from offering "hazardous materials" for air transport. Some common examples of "hazardous materials" to which the law applies are explosives, fuels, oxidizers, corrosives, fireworks, and certain lithium batteries. Limited consumer exceptions apply. By accepting this Quote, Customer acknowledges that this notice has been presented and agrees to distribute it to all passengers. Customer confirms no passenger will offer "hazardous materials" for transport. Please advise us prior to your travel date of any questions or concerns about "hazardous materials."

ILLEGAL DRUGS, CONTRABAND AND ILLEGAL ACTIVITIES:

Citizen Air maintains a "Zero Tolerance" policy regarding illegal drugs and smuggling. Citizen Air reserves the right to inspect any bags or luggage brought to the aircraft by Customer or any person travelling with Customer and may deny boarding of any items that Citizen Air believes might be illegal for transport, as determined in the sole discretion of Citizen Air. If, during a flight, any illegal activity occurs, or illegal items



are discovered onboard, Citizen Air may ground the flight. For International flights, Citizen Air may return to an airport within the United States to ground the flight. Citizen Air reserves the right to alert law enforcement and customs authorities to any illegal activity or illegal items discovered during a flight. If illegal activities or illegal items disrupt a scheduled itinerary, Customer will be charged 100% of the Charter Quote, plus actual expenses and losses incurred due to any grounded aircraft.

CONDUCT: Customer agrees to act in a safe, respectful, legal, and professional manner at all times while traveling. Customer shall comply with all requirements and instructions of the flight crew. Furthermore, Customer shall not cause any damage to the aircraft. If damage occurs, Customer is solely responsible for damage to the aircraft, including but not limited to, cleaning or repair of damaged or soiled aircraft surfaces, components, appliances or accessories, as a result of Customer's actions and the actions of any individual(s) accompanying or otherwise traveling with the Customer. In the event that Customer or those traveling with Customer during the trip cause any damage to the aircraft, or act in a manner the flight crew, Citizen Air, or Third Party Operator, as applicable, deems in its sole discretion to be unsafe, dangerous, illegal, or inappropriate, then Citizen Air may cancel the Charter Quote, including termination of the remaining legs of the trip. In the event of a cancellation of the Charter Quote and T&Cs, for the reasons set forth herein, Customer shall remain responsible for the payment of the Charter Quote and any consequential damages determined by Citizen Air.

OPERATIONAL CONTROL: Aircraft owned or leased by Citizen Air are operated by Citizen Air under Federal Aviation Regulations 14 C.F.R. Part 135 ("FAR Part 135") Air Carrier Certificate #RTEA813H and Citizen Air will have operational control of such flight(s). In addition, Citizen Air may act as Customer's agent in arranging air transportation services for Customer to be provided by other aircraft operators ("Third-Party Operator") holding an air carrier certificate authorizing them to furnish air transportation services pursuant to FAR Part 135 ("Brokered Trip"). In the event of a Brokered Trip, the Third-Party Operator will have operational control of such flight(s). In the case where a broker is acting as Customer on behalf of their client in arranging the Charter Trip under these T&Cs, then the broker is obligated to inform their client in writing that Citizen Air will be in operational control of the Charter Trip. During any and all flights conducted pursuant to these T&Cs, the Pilot-in-Command (as defined by the FAA) of such flight shall at all times be empowered to take all steps necessary in the interest of the safety of the aircraft, its passengers, its crew, any cargo, and the operation of the flight, including re-routing, shortening, lengthening, terminating or cancelling such flight. Communication will be maintained by Citizen Air, and crew personal contact information will not be disclosed.

INDEMNIFICATION: Customer shall indemnify, defend, and hold harmless Citizen Air and its affiliates, Third-Party Operator's and all of their officers, directors, shareholders, members, employees, legal representatives, and other agents, successors and assigns, and aircraft owners and aircrew (the "Indemnified Parties") from and against any and all liabilities, losses, damages, penalties, costs (including reasonable attorney's fees, court costs, expenses and disbursements from the date of first notice) and expenses on account of any claim, suit, cause of action, governmental action or

proceeding, or other investigation, demand, proceeding, or anything of a similar nature made or brought against any of the Indemnified Parties as a result of Customer's violation of these T&Cs or as a result of the services performed hereunder to Customer. Such indemnity shall include any and all liability resulting from bodily injuries (including death), property damage or any breach of contract damages, except to the extent such indemnified losses arise from the gross negligence or willful misconduct of the Indemnified Parties.

LIMITATION OF LIABILITY: IN NO EVENT SHALL CITIZEN AIR'S AGGREGATE LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER UNDER THE CHARTER QUOTE GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL CITIZEN AIR, AN AIRCRAFT OWNER OR THIRD-PARTY OPERATOR BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, LOSS OF REVENUE, LOST PROFITS, LOSS OF USE, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF VALUE, LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, LOSS OF REPUTATION, EXPENSES DUE TO REPLACEMENT TRAVEL ARRANGEMENTS OR LOSS OF OTHER ECONOMIC ADVANTAGE). CITIZEN AIR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, ANY DELAY OR FAILURE TO FURNISH AN AIRCRAFT CAUSED OR OCCASIONED BY THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS OF CITIZEN AIR OR A THIRD-PARTY OPERATOR, OR ANY RELIANCE PLACED BY CUSTOMER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN CUSTOMER AND ANY THIRD-PARTY OPERATOR, EVEN IF ANY PARTY HERETO KNEW OR SHOULD HAVE KNOWN OR WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CUSTOMER AND CITIZEN AIR AGREE TO ACCEPT THE PROCEEDS OF THE LIABILITY INSURANCE MAINTAINED BY CITIZEN AIR OR THIRD-PARTY OPERATOR, AS APPLICABLE, AS THEIR SOLE RECOURSE AGAINST EACH OTHER IN THE EVENT OF ANY CLAIM RELATING TO A TYPE OF INJURY, DEATH, OR PROPERTY DAMAGE FOR WHICH SUCH INSURANCE IS BEING PROVIDED.

INTERNATIONAL LIABILITY LIMITS: If the Customer's Charter Trip involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable, and the Warsaw Convention governs, and in most cases, limits the liability of the carrier for death or personal injury and for loss of or damage to baggage.

ATTORNEY'S FEES: In any action to enforce these T&Cs, the prevailing party shall be awarded its reasonable attorney's fees and court or arbitration costs.



ENTIRE AGREEMENT: These T&Cs constitutes the entire agreement among Citizen Air and Customer with respect to the subject matter herein and supersedes all prior agreements, understandings and negotiations, both written and oral, between Citizen Air and Customer with respect to the subject matter hereof.

ASSIGNMENT: Except as expressly provided herein, these T&Cs between Customer and Citizen Air may not be assigned to another party. Any attempted assignment is null and void.

WAIVER: The waiver by Citizen Air of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

SEVERABILITY: If any provision of these T&CS shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire T&CS invalid. Rather, the T&CS shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

INSURANCE COVERAGE: Charter flights are covered by insurance whether the flight is operated by Citizen Air or by a Third-Party Operator. Upon request, Customer will be provided a certificate of insurance that describes the relevant liability coverage amounts and that includes the Customer as an additional insured.

PROHIBITED RESALE: Customer agrees that it is purchasing charter air transportation services for the carriage of Customer and its guests, and that Customer will receive no compensation from a guest passenger for being carried on board the flight, unless permitted by law.

CONFIDENTIALITY: The information in the Charter Quote and these T&CS are confidential and may not be disclosed to any third party without the written consent of Citizen Air, except as required by law and except that Customer shall be entitled to disclose the T&CS to its attorneys, accountants, and consultants and as needed to perform its obligations hereunder. Citizen Air will not disclose information regarding Customer, passengers, or their travel arrangements, unless authorized by Customer, required by law or to perform its obligations under these T&Cs. Only persons named in Citizen Air's records for the account are authorized to obtain information about flight or billing information.

SURVIVAL: The provisions in the sections titled Indemnification, Limitation of Liability, International Liability Limits, Governing Law; Venue, Attorney's Fees, Entire Agreement, Assignment, Waiver, Severability, and Confidentiality shall survive the termination or expiration of these T&Cs.

GOVERNING LAW; VENUE; JURISDICTION; ALTERNATIVE DISPUTE RESOLUTION: The Charter Quote and T&Cs, regardless of where executed, will be construed and enforced in

accordance with the laws of the State of Washington. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Seattle, WA before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY AND ALL DISPUTES DECIDED THROUGH ARBITRATION. BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER.

CUSTOMER IS NOT A FEDERALLY RESTRICTED TRAVELER. Customer represents and warrants that neither Customer nor any of Customer's affiliates nor any of their respective shareholders, officers, managers, members, partners, equity owners, directors, representatives, agents, passengers, guests or employees, or any person who owns a controlling interest in or otherwise controls Customer or any of Customer's affiliates, nor any of Customer's transferees or permitted assigns, is, or shall be at the time of the Charter Quote or throughout the Charter Trip or otherwise, a person or entity (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control ("OFAC"), Department of Treasury and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation, (ii) listed on the Denied Persons List maintained by the United States Department of Commerce, (iii) designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, or (iv) included on any other United States Governmental list of prohibited or restricted parties, and Customer is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities. There exists no prohibition under the laws of the United States on the transaction contemplated by this Agreement related to the identity, citizenship, location or business of Customer or the purpose for which Customer is acquiring air transportation. Should any of the representations in this paragraph be incorrect, either as of the date the Charter Quote is issued or during the Charter Trip, Citizen Air shall be entitled to immediately terminate the Charter Trip, recover from Customer any and all fines and/or penalties imposed on Citizen Air as a result of Customer's breach of this Section.