

Scope and General Information

This Contract is an Aircraft Charter Brokerage Agreement (referred as "Flight Agreement") made between BIRDY Private Jets SAS, registered in Basse-Terre under RCS number 908 571 987 and headquartered at Carrefour des 4 Chemins – Marigot, 97133 Saint-Barthélemy ("BIRDY"), and the person designated on the first page (the "Customer").

BIRDY is an Air Charter Broker, acting as an intermediary agent between the third-party aircraft operator (the "Operator") and the Customer. BIRDY arranges Passengers' air carriage by chartering an aircraft from an Operator, in the name and on behalf of the Customer. BIRDY does not operate aircrafts and does not provide air transportation services itself. BIRDY is not a contracting or indirect carrier either and there is no carriage or proper Charter Agreement between BIRDY and the Customer and/or the Passengers.

The Customer hereby appoints BIRDY and its agents for arranging the flight(s) described on the first page (the "Flight(s)") by chartering the aircraft described on the first page (the "Aircraft") from the Operator, it being understood that BIRDY shall act in a capacity as an agent, in the name and on behalf of the Customer.

Accordingly, the Customer hereby authorizes BIRDY to enter into a Charter Agreement with the Operator (the "Charter Agreement") – including its general terms and conditions of carriage – in the name and on behalf of the Customer.

For the purposes of the Flight Agreement, and where applicable, the use of the singular herein shall include the plural and vice versa, and the use of the neutral or masculine personal pronoun shall include both masculine and feminine genders. Unless otherwise provided herein, the term "or" is not exclusive and "include", "including" and "in particular" are not limiting.

Booking Process

Once the Customer confirms his intention to book one of the specific Aircrafts offered on the Flight Quotation sent by BIRDY to the Customer, BIRDY shall verify the selected Aircraft availability from the Operator and, if the Aircraft availability is confirmed by the Operator, communicate the Flight Agreement to the Customer without delay.

The Customer shall review all the information listed on the first and second pages of the Flight Agreement, read carefully and agree with the Terms and Conditions of the Flight Agreement, and proceed with the payment of the first instalment of the Price (the "Booking Deposit") – which may correspond to the full amount of the Price (the "Total Price") – in order to secure the booking.

As soon as reasonably practicable after receipt of the Booking Deposit (or guarantee of the full payment thereof by credit card – whichever occurs first) BIRDY shall enter into the Charter Agreement with the Operator, acting in a capacity as an agent, in the name and on behalf of the Customer. At any time upon the Customer's request to BIRDY's representative, BIRDY will provide the Customer with a copy of the Charter Agreement, it being understood that BIRDY shall be entitled to redact the price paid by BIRDY to the Operator.

The Flight Agreement shall not be effective unless and until full payment of the Booking Deposit has been received by BIRDY (or guaranteed by credit card – whichever occurs first) and the Charter Agreement has been signed by BIRDY (as an agent, in the name and on behalf of the Customer) and the Operator.

At least seventy-two hours (72) hours before the departure of the first Flight – or immediately upon signature of the Flight Agreement, in case of booking less than seventy-two hours (72) hours before the departure of the first Flight – the Customer shall communicate to BIRDY (for further transmission to the Operator) the identity of all passengers who will travel on the Flight(s) (the "Passengers") and all information and documents (including passport copies) related to the Passengers as may be requested by BIRDY.

Before the Flight(s), BIRDY will send a flight confirmation to the Customer indicating the details of the Flight(s), including the name of the Operator (the "Flight Confirmation").

Payment conditions

The Customer shall pay for all the amounts indicated on the first page and in the invoice sent by BIRDY to the Customer (the "Price") either by wire transfer or by credit card in accordance with the payment schedule – also indicated on the first page.

In case of payment by credit card, an additional card admin fee of five percent (5%) of the Price (and any other amount paid by credit card) will be payable by the Customer. In case of payment or guarantee by credit card, the Customer represents and warrants to BIRDY that: (i) the holder of the credit card consents to such payment or guarantee (and accepts to be charged in case of exercise of the guarantee) and (ii) such payment and/or guarantee (and the exercise thereof) shall not breach any applicable national or international law or regulation.

BIRDY shall not bear any liability in case the Operator eventually refuses to, or for any reason does not, enter into the Charter Agreement [in particular in case of unavailability of the Aircraft or if the owner of the Aircraft refuses its approval]. In such case BIRDY sole obligation shall be to reimburse the Booking Deposit [to the extent already received from the Customer] to the Customer.

Instead of paying immediately the Booking Deposit, or the Total Price, the Customer may elect to guarantee the full payment of the Booking Deposit [plus the additional card admin fee] by credit card; in such case, the Customer shall pay the Booking Deposit by wire transfer to BIRDY within two (2) business days of the signature of the Flight Agreement, failing which BIRDY shall be entitled to exercise the guarantee and charge the credit card for the full amount of the Booking Deposit [plus the card admin fee].

All payments to be made by the Customer or any Passenger hereunder shall be made without deduction, set-off, counterclaim or withholding whatsoever.

BIRDY will transfer the Price [minus BIRDY's remuneration] to the Operator in accordance with the terms of the Charter Agreement; no security or guarantee is granted – and BIRDY shall not bear any liability and shall in particular not reimburse the Price, including the Booking Deposit, or any other amount to the Customer or the Passengers – in case the Operator ceases activity, becomes insolvent, files for bankruptcy or is affected by any other similar event before the departure of the Flight[s].

In case of late payment of any amount [including any instalment of the Price] to be made by the Customer and/or any Passenger hereunder, default interest shall accrue on such amount at the rate of ten percent (10%) per annum from the first day of delay [without the need of any notice from BIRDY] until the date of actual payment [both before and after any debt enforcement or court proceedings], and the Customer and/or the Passenger [as applicable] shall indemnify BIRDY for any foreign exchange loss and court and legal fees.

Without prejudice to the foregoing BIRDY shall be entitled to treat any delay in the payment of any amount [including any instalment of the Price] to be made by the Customer and/or any Passenger hereunder as constituting a cancellation entitling BIRDY to the payment of the applicable Cancellation Amounts [as defined below].

Price and Additional Services

The Price includes exclusively the services listed on the first page, plus BIRDY's remuneration, unless otherwise stipulated on the second page.

The Customer acknowledges and agrees that the amount of BIRDY's remuneration corresponding to the difference between the price paid by BIRDY to the Operator and the price invoiced by BIRDY to the Customer is a privileged information and shall not be disclosed to the Customer.

Unless otherwise expressly provided herein, the Customer shall not be entitled to any reduction or refund of the Price (or any part thereof) for any reason whatsoever (including in case of reduction in the number of Passengers). The Price is a fixed price, subject to any increase as provided in the Flight Agreement.

The Price may not include any additional services, fees, charges and duties, in particular but no limited to: changes in itinerary, date, scheduled departure time and/or Passengers number, de-icing costs (including for ferry and (re)positioning flights), fuel and insurance surcharges (including war insurance), on-board roaming (telephone and/or internet) (if available on board the Aircraft), additional/special inflight services, ground transportation, special assistance required by any Passenger Private terminal charges, security charges levied by airport authorities or any other security fees, taxes or duties (including passenger taxes or duties), parking fees and airport extension fees, ramp transfers, excess or special baggage, any bespoke items required (including welcome desks, personalized aircraft exterior or other on board services) and/or additional passengers, unless otherwise stipulated on the second page of this Contract.

Any additional service shall, if arranged directly by BIRDY (and not by the Operator), be arranged by BIRDY, acting also in this case as an agent, in the name and on behalf of the Customer.

All additional services will be invoiced separately by BIRDY and payable by the Customer immediately upon receipt of the corresponding invoices from BIRDY.

Any additional services requested by the Customer shall be subject to BIRDY's prior written consent (which may in particular be conditioned upon the Operator's consent).

The Price is based on aviation fuel costs calculated on the quote date indicated on the first page of the Flight Agreement (the "Quote Date"). If for any reason whatsoever there shall be any increase in the costs of aviation fuel between the Quote Date and the date of payment of the last instalment of the Price (the "Last Instalment"), then the Customer shall, if so required by BIRDY, immediately pay to BIRDY such amount as shall fully compensate BIRDY for such increase.

The Price is also based on the exchange rate between the United States Dollar (the "Dollar") and the currency in which the Price is invoiced (the "Applicable Currency"), as applicable on the Quote Date. If for any reason whatsoever there shall be any positive variation of such exchange rate (in particular as a result of a rise of the Dollar against the Applicable Currency or a depreciation of the Applicable Currency against the Dollar) between the Quote Date and the date of payment of the Last Instalment, then the Customer shall, if so required by BIRDY, immediately pay to BIRDY such amount as shall fully compensate BIRDY for such increase.

The Customer shall bear, and indemnify BIRDY against, any value added tax and any other taxes or charges which may be imposed in any country on the Price (and/or any other amount payable by the Customer and/or the Passengers hereunder) or otherwise in connection with the Flight(s).

The Customer acknowledges and agrees that the Flight Agreement (as executed by the Customer) shall constitute a debt acknowledgment from the Customer in particular with respect to the Price and the Cancellation Fees.

Travelers' obligations

The Customer and the Passengers shall be solely responsible for complying, and shall comply, with all laws, regulations, orders, demands and travel requirements of any country to be flown from, into or over (including immigration and customs regulations) and with the Operator's rules and instructions pertaining thereto. In particular: (i) the Customer shall make sure all Passengers are legally authorized to take the Flight(s) as they shall be solely responsible for carrying a valid passport, obtaining any visa where required and ensuring the accuracy of any required document or information (including any invitation or sponsorship); (ii) neither the Customer nor the Passengers shall use the Aircraft for any illegal purpose.

BIRDY shall bear no liability for the consequences to the Customer or any Passenger resulting from its failure to comply with such laws, regulations, orders, demands, travel requirements, rules or instructions (in particular in respect of any Passenger's failure to hold the required travel documents). The Customer shall be billed for any additional costs (including surcharges, fees, fines, penalties) resulting from such non-compliance by the Customer or any Passenger.

If required, the Passengers shall accept inspection of their baggage by customs or other government officials. BIRDY shall not be liable to the Passengers or the Customer for any damage, loss or delay suffered by the Passengers in connection with such inspection or the Passengers' failure to accept such inspection.

The Passengers shall not smoke nor bring any animals onboard the Aircraft, save with BIRDY's prior written consent (which shall in particular be conditioned upon the Operator's consent).

The scheduled departure and arrival dates and times indicated in the Flight Agreement and/or the Flight Confirmation (and any other information set out herein and/or therein) may not be changed by the Customer, save with BIRDY's prior written consent (which shall in particular be conditioned upon the Operator's consent), in which case the Customer shall pay to BIRDY any additional costs incurred by BIRDY as a result of such change. For the avoidance of doubt, any such change, if not accepted in advance in writing by BIRDY, shall be deemed a cancellation entitling BIRDY to the payment of the applicable Cancellation Amounts.

For Flights outside of the European Union, the Customer acknowledges that, from time to time, the Operator and/or the Operator's country may be subject to an operating ban or part of a ban list (including a ban within the European Union). The Customer agrees that, although BIRDY will use reasonable endeavors to make the Customer aware of any such bans BIRDY shall not bear any liability in relation to such Flights and bans and the Customer shall be solely responsible for informing the Passengers of such bans in due course and for encouraging them to use alternative means of transport.

The Customer acknowledges and agrees that the Operator shall be solely responsible for the issuance and delivery of all Passengers tickets, baggage receipts and other necessary documents to the Passengers, and that BIRDY shall not bear any obligation or liability in relation to the same.

Delay

The Customer shall be solely responsible for ensuring that the Passengers and their baggage arrive at the specified check-in point at the airport, sufficiently in advance to be ready for boarding at the boarding time indicated on the first page of the Flight Agreement and/or the Flight Confirmation.

In case any or all Passengers are not ready for boarding at such time for any reason (including late arrival for any reason, missing documents, customs formalities, baggage drop-off, large crowds at the airport), the Operator shall have no obligation to wait for such Passenger[s] and shall be entitled to leave without them.

If the Operator decides in its sole discretion to nonetheless wait for such missing Passengers (whether or not upon request from the Customer), the Customer shall pay BIRDY any demurrage charge requested by the Operator and shall reimburse BIRDY for any amounts invoiced by the Operator to BIRDY as a result of such delay; in such case, the new departure time (take-off slot) and/or the new arrival time at destination (landing slot) will be re-allocated by the relevant airports' air traffic control, and neither BIRDY nor the Operator shall be liable for any damage, loss or delay caused by such re-allocation, which can extend to the following day, or the next airport opening day.

If BIRDY, upon request from the Customer, arranges for any Passenger who has missed a flight to be carried on a later flight, the Customer shall pay on demand to BIRDY all costs and expenses incurred by BIRDY in relation to such flight, as an additional service.

Cancellation

In case the Customer cancels the Flight[s], the cancellation charges listed on the second page of the Flight Agreement (the "Cancellation Fees") – which may be conditioned by the Operator's own terms and conditions – shall be due by the Customer to BIRDY. Such Cancellation Fees shall be calculated on the Price.

In case of cancellation of the Flight[s], the Customer shall in addition reimburse BIRDY for all costs actually incurred by BIRDY in connection with any Additional Services related to the Flight[s] (all such costs, collectively with the applicable Cancellation Fees, the "Cancellation Amounts").

The Customer shall pay the Cancellation Amounts to BIRDY within two (2) business days of cancellation, upon deduction of any part of the Price already paid to BIRDY (which shall be retained by BIRDY). If the part of the Price already paid to BIRDY is higher than the Cancellation Amounts to be paid by the Customer, BIRDY shall reimburse such part of the Price to the Customer upon deduction of the Cancellation Amounts and any other amounts owed by the Customer and/or the Passengers to BIRDY.

No partial cancellation (in particular, if the Flight Agreement concerns several Flights, no cancellation of a Flight) shall be possible at any time, save with BIRDY's prior written consent (which shall in particular be conditioned upon the Operator's consent). In case of partial cancellation, the full Price (and any other amounts due by the Customer and/or the Passengers hereunder) shall remain due and payable and no part thereof shall be reimbursed by BIRDY, save with BIRDY's prior written consent (which shall in particular be conditioned upon the Operator's consent).

Generally, BIRDY shall be entitled in its sole discretion to treat any of the following events as constituting a cancellation of the Flight[s] entitling BIRDY in particular to the payment of the applicable Cancellation Amounts: (i) any failure or delay by the Customer and/or the Passengers to comply with any of their obligations hereunder for any reason whatsoever; (ii) the Customer admits in writing its inability to pay or becomes unable to pay its debts; (iii) the Customer becomes insolvent, files for bankruptcy or is affected by any other similar event; (iv) debt enforcement proceedings (or similar proceedings) are initiated against the Customer; (v) the Customer suspends or ceases or threatens to suspend or cease to carry on its business or (expect in the ordinary course of business) it sells, leases, transfers or otherwise disposes of or threatens to dispose of all or any substantial part of its undertakings or assets (whether by a single transaction or by a series), or all or any substantial part of its assets are seized or appropriated by or on behalf of any governmental or other authority or are compulsory acquired; or (vi) in the opinion of BIRDY a material adverse change occurs in the business, assets, condition, operations or prospects of the Customer.

Baggage, Dangerous Goods and Prohibited Articles

The Passengers shall comply with the Operator's regulations regarding Dangerous Goods and Prohibited Articles. Such regulations are available upon request. The Passengers shall not include in their baggage: (i) articles which are likely to endanger the Aircraft or persons or property on board the Aircraft, including explosives, compressed gases, corrosives, oxidizing, radioactive or magnetized materials that are easily ignited, poisonous, offensive or irritating substances and liquids of any kind (other than liquids in the Passengers' unchecked baggage for their use in the course of the journey, provided that the nature and volume is allowed under applicable regulations); (ii) weapons of any kind; (iii) articles the carriage of which is prohibited by applicable laws, regulations or orders of any country to be flown from, into or over; and (iv) articles which, in the opinion of the Operator, are unsuitable for carriage, by reason of their weight, size or character.

The Customer acknowledges and agrees that the Operator is entitled to request any Passenger to permit a search to be made on his person and his baggage and may search the Passenger's baggage in his absence if the Passenger is not available for such permission to be sought for the purpose of determining whether he is in possession of or whether his baggage contains any articles which are prohibited under this article or the Operator's regulations regarding Dangerous Goods and Prohibited Articles. If a Passenger is unwilling to comply with such request, the Operator may refuse to carry the Passenger or his baggage and in that event BIRDY shall be under no liability to the Passenger or the Customer.

Flight safety and limitations

The Customer acknowledges and agrees that the Operator may refuse carriage or onward carriage, or may cancel the reservation of any Passenger when: (i) such action is necessary for reasons of safety; (ii) such action is necessary to prevent violation of any applicable laws, regulations, orders, demands or travel requirements of any country to be flown from, into or over; or (iii) the conduct, age or mental or physical state of the Passenger is such as to require special assistance from the Operator which the Operator is unable to provide, cause discomfort or make himself objectionable to other Passengers or involve any hazard or risk to himself or to other persons or to property.

The Customer acknowledges and agrees that: (i) all ground and operating personnel, including cabin staff, are authorized to take orders only from the Operator unless specific written agreement shall first have been obtained from the Operator whereby certain defined instructions may be accepted by such personnel from the Customer; (ii) all Flight(s) are subject to airport slots, take-off, overflight, landing and parking permissions; and (iii) final payloads are subject to weight, balance and weather limitations at the time of the Flight(s) and are also subject to the captain's final discretion.

The Customer acknowledges and agrees that the Operator may have to change any information regarding the Flight(s) which is provided in the Flight Agreement and/or the Flight Confirmation. In particular: (i) the Operator may change the handling agent(s) indicated in the Flight Confirmation; (ii) the scheduled departure and arrival times may be modified by the Operator, in particular because of airport slots, take-off, overflight, landing and parking permissions; (iii) the flight time is given for information only and may change in particular because of weather conditions and air traffic control orders; (iv) the routing may be adapted by the Operator in particular because of weather conditions or other operating reasons, and may include a diversion or a stop; (v) the Operator may replace the aircraft designated in the Flight Agreement and/or the Flight Confirmation by another aircraft of its fleet of an identical or similar type and/or model, which shall be deemed to be the "Aircraft" for the purposes hereof.

BIRDY shall not bear any obligation or liability out of or in connection with the limitations set forth in this article, and the Customer shall bear and reimburse to BIRDY any additional costs arising therefrom.

The captain of the Aircraft is entitled, and has full authority, to take all necessary safety precautions at any time, including to make decisions on payload (Passengers, baggage, cargo), planned route, timing and landing at destination. BIRDY shall not be liable for any damage, loss or delay arising as a result of any such decision. If the planned route, timing or destination must be changed due to the conduct of a Passenger, the Customer will be liable for the complete Price, plus any additional costs caused by any diversion and more generally by such conduct.

If the captain has landed at a place not specified in the Flight Agreement for any purpose related to the safety of the Aircraft or because of the conduct of a Passenger and it may be reasonably expected that the captain will be unable to resume the Flight within a short time after such landing, the Flight shall be considered completed and the Price duly earned. The transportation (by road, sea or air) of the Passengers to the final destination is the sole responsibility of the Customer. In such event, BIRDY shall not have any obligation or liability towards the Customer and/or the Passengers.

Force Majeure

If by reason of any circumstances whatsoever, including (i) weather conditions, epidemic, quarantine, war, hijacking, riots and commotion, strikes or labour disputes, lock-outs, interferences of government authorities or their officials, order from the air traffic control, fire, explosions, requisitions, blockade, embargo, flood, fog, Act of God, act of nature, order from the owner of the Aircraft, mechanical failure, lack of essential supplies or parts, delay of suppliers, breakdown or accident to the Aircraft, seizure or detention of the Aircraft, failure to obtain airport slots, take-off, overflight, landing and/or parking permissions; (ii) cessation of activity, insolvency, bankruptcy or other similar event affecting the Operator; or (iii) loss by the Operator of its air operator certificate or any other required authorization or certificate, the Operator shall be unable to perform the Flight(s) or to continue the Flight(s), BIRDY shall not be liable for the delay, diversion or non-performance of any such Flight and the Customer shall bear and reimburse to BIRDY any additional costs arising from any of the foregoing events.

To the extent the Operator repays the whole or part of the price paid by BIRDY to the Operator in respect of the non-performed Flight(s), BIRDY shall repay to the Customer the Price or such part thereof corresponding to the non-performed Flight(s), it being understood that the amount repaid by BIRDY to the Customer may not be higher than the amount repaid by the Operator to BIRDY.

Instead of repaying the Price or any part thereof, BIRDY may [but shall not have any obligation to] endeavor to find an alternate operator and/or aircraft for the completion of the non-performed Flight(s), in which case a new and separate Aircraft Charter Brokerage Contract shall be presented for approval and signature by the Customer, it being understood that the price may be increased. BIRDY shall not bear any liability if it proposes an alternate operator and/or aircraft and the Customer refuses to enter into the new Aircraft Charter Brokerage Contract for any reason whatsoever.

In the event of any delay, deviation or diversion of any Flight by reason of any circumstances whatsoever, the Customer [and/or, as applicable, the Operator] shall be solely responsible for any and all accommodation, refreshments, meals, transportation and any other additional costs, losses, damages or liabilities of whatsoever nature incurred in respect of the Passengers wherever and howsoever the same shall arise. All such costs, losses, damages or liabilities shall, if incurred by BIRDY, be reimbursed by the Customer to BIRDY on demand.

Liability and Insurance

BIRDY is not itself a party to the Charter Agreement between the Operator and the Customer [represented by BIRDY] and shall not bear any obligation or liability in relation thereto [in particular under or in connection with Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights].

BIRDY does not assume liability for any injury, damage, death, loss, accident or delay due to any action or omission of the Operator or third parties or occurring out of or in connection with the Flights [as defined hereby], whether incurred by the Customer or by the Passengers. The Customer hereby acknowledges to BIRDY that in any such event the Customer and the Passengers shall only have recourse against the Operator and waives any and all claims and remedies against BIRDY.

To the full extent permitted by applicable law, any liability of BIRDY and of its shareholders, partners, affiliates, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns for any injury, damage, death, loss, accident or delay arising out of or in connection with this Contract, the Flight(s) and/or its activities and/or services hereunder is excluded.

In any case, any liability of BIRDY and of its shareholders, partners, affiliates, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns for consequential or indirect damages and for loss of revenues or profits is excluded.

The Customer and the Passengers shall not have any rights or remedies against BIRDY other than those expressly set out in the Flight Agreement.

As regards any potential liability of the Operator, the Customer shall be solely responsible for providing all Passengers with the summary of the main provisions governing air carriers liability for passengers and their baggage, as set out in the Annex to Regulation (EC) No 2027/97 of the Council of 9 October 1997 on air carrier liability in respect of the carriage of passengers and their baggage by air as amended by the Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 [as further amended or supplemented from time to time], if applicable.

BIRDY's liability is limited to the statutory requirements of its main activity – i.e. INSEE NAF Code 5229B – and, as an agent, shall obtain satisfactory proof from the Operator that it has professional liability insurance and public liability insurance, details of which shall be made available to the Client upon request. In addition, it is desirable to have comprehensive insurance covering cancellation, repatriation, illness, travel accidents and other expenses.

The Operator shall, at its expense, maintain or cause to be maintained liability insurance covering aircraft, passengers, baggage and cargo, covering the total liability assumed by Operator in accordance with applicable regulations. If a flight is operated with an aircraft other than Operator's, the insurance and liability provisions of the transportation company shall apply.

BIRDY shall also obtain satisfactory proof from the Operator that it holds a valid Air Operator's Certificate.

The Client is free to take out any additional individual insurance.

Indemnification

The Customer and any Passenger shall be jointly and severally liable for, and shall indemnify BIRDY, its shareholders, partners, affiliates, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns, and any other person [including the Operator and any owner, lessee or financier of the Aircraft] (the "Indemnitees") against, any direct or indirect damage [including reasonable attorneys' fees]: [i] which the Customer [or any auxiliary thereof], any Passenger [or any auxiliary thereof] or any Passenger's animal or baggage may cause to any Indemnitee, to the Aircraft [including its exterior and interior parts] or to any other asset in connection with the Flight[s]; [ii] which may result out of or in connection with any Passenger's improper conduct during embarkation, disembarkation or onboard the Aircraft or during any ground transportation [or other Additional Service]; [iii] which may result out of or in connection with any breach by the Customer or any Passenger of the Flight Agreement, the Charter Agreement or any other agreement; or [iv] which may result out of or in connection with any breach by the Customer or any Passenger of any applicable laws, regulations, orders, demands and travel requirements [including immigration and customs regulations] or of the Operator's rules and instructions pertaining thereto.

Without prejudice to the generality of the foregoing: [i] the Customer and the Passengers accept full responsibility for the cleaning and/or the repairing of the Aircraft cabin if damages take place during the Flight[s], or if for whatever reason the cabin is not left at the end of the Flight[s] in the same condition that it was found at the beginning thereof; [ii] the Customer and the Passengers shall pay to BIRDY on demand any costs incurred by BIRDY and/or the Operator in returning or transporting [or arranging the same, in the case of BIRDY] any Passenger to the point of origin of the Flight[s] or to any other point pursuant to the direction of any competent authority in any country to, from or over which the Aircraft is flown; [iii] the Customer shall be liable for, and shall indemnify and hold the Indemnitees harmless against any claim of any kind whatsoever from any Passenger or any related third party; and [iv] the Customer shall be liable for, and shall indemnify and hold the Indemnitees harmless against, any claim of any kind whatsoever from the Operator or any related third party.

Personal Data

All personal data with respect to the Customer and the Passengers will be collected and processed by BIRDY in accordance with BIRDY's Privacy Policy [the "Privacy Policy"] which is available on BIRDY's website: www.birdy.aero.

The Customer hereby confirms that it has read the Privacy Policy and expressly agrees to all terms thereof. The Customer further confirms that it will submit the Privacy Policy to all Passengers and that it will cause them to read it and to expressly agree to all terms thereof.

Without prejudice to the generality of the foregoing: [i] the Customer hereby expressly authorizes, and confirms that the Passengers will expressly authorize BIRDY to collect and transfer the Passenger name record [PNR] data, including the Customer's name [as person providing the information and making the booking] and the Passengers' names, genders, addresses, dates and places of birth, passport details [nationality, number, and date of expiry], contact phone numbers, the date of booking, the travel itinerary, information concerning baggage, and any changes to the foregoing ["PNR Data"], to the Customer, to the Operator and to any service providers [whether directly or through the Operator] such as airport operators, handling agents, insurance companies, hotels or other companies, to the extent such transfer is necessary

for the performance of the Flight(s) and/or the provision of any Additional Services; (ii) authorities of certain countries may require that the Operator transfers to them specific travel data related to the Passengers and the Passengers' journey for security and immigration purposes. The Customer hereby expressly authorizes, and confirms that the Passengers will expressly authorize, BIRDY and the Operator to transfer to these authorities any required PNR Data;

(iii) the Customer acknowledges and expressly agrees, and confirms that the Passengers will acknowledge and expressly agree, that PNR Data may have to be transferred to countries where the data protection level is not equivalent to that provided in the Customer's and/or the Passengers' home country; (iv) the Customer further expressly authorizes, and confirms that the Passengers will expressly authorize, BIRDY to collect information on the preferences and tastes of the Customer and the Passengers (including inflight services specific requests) in order to improve the quality of the service rendered to the Customer and the Passengers (BIRDY may in particular communicate such information to any future carrier of the Customer and/or the Passengers); (v) BIRDY does not assume liability for any breach of any data protection regulation by the Operator and/or any other person or authority to which BIRDY and/or the Operator may transfer personal data of the Customer and/or the Passengers. The Customer and the Passengers hereby waive any and all claims and remedies against BIRDY.

Confidentiality

The terms and conditions of this Contract are confidential, and each party and its agents shall not disclose such terms or conditions to any other person, except: (i) as may be required by law or legal process; (ii) as may be appropriate to obtain advice from its legal or financial advisors; (iii) as may be required to permit any person rendering services to such party in connection with this Contract to render such services; (iv) as may be required to permit such party to perform its obligations or exercise its rights under this Contract or (v) as may be required to permit such party to pursue all available remedies for a breach of this Contract by the other party.

General Provisions

No variation of this Contract shall be effective unless agreed in writing by BIRDY.

The Customer shall make sure all Passengers (as defined below) comply with the terms of the Flight Agreement. The Customer shall be personally liable for compliance with the terms of the Flight Agreement even if it only acts as an intermediary and/or as agent for an end customer (in such case, the end customer shall be jointly and severally liable with the Customer).

The Customer shall not be entitled to assign the Flight Agreement to any person without BIRDY's prior written consent.

Governing Law and Jurisdiction

The Flight Agreement shall be governed by and construed in accordance with the laws of France, excluding its conflict of law provisions.

Any dispute, controversy, or claim arising out of, or in connection with, the Flight Agreement, including the validity, invalidity, breach, or termination hereof, shall be submitted to the exclusive jurisdiction of the courts of Basse-Terre, France, to which the parties hereby irrevocably agree to be submitted.

The foregoing shall not prevent BIRDY to sue the Customer and/or the Passengers before any other competent court.