

## Charter Terms & Conditions

LL Jets Ltd (hereinafter referred to as "LL Jets"), having its registered office at: W Business Centre, Level 3, Triq Karmenu Pirotta, Birkirkara, Bkr 1114, the Republic of Malta) agrees to act as an authorized agent on behalf of its customers (each hereinafter referred to as "Passenger") to arrange air charter transportation services ("Flight Services") and any other associated or ancillary services ("Other Services" and together with Flight Services, "Services") in accordance with the following terms and conditions ("Charter Terms"). LL Jets and Passenger are sometimes referred to herein collectively as the "Parties" and each as the "Party".

Please read this provision carefully as it affects the Parties' legal rights.

### 1. Services.

1.1 PASSENGER APPOINTS AND AUTHORIZES LL JETS TO ACT AS AGENT FOR PASSENGER SOLELY TO ARRANGE AND PAY FOR FLIGHT SERVICES OPERATED BY ONE OR MORE LICENSED AIR CARRIERS AND ANY OTHER SERVICES ASSOCIATED WITH THE FLIGHT SERVICES. PASSENGER HEREBY DESIGNATES, CONSTITUTES AND APPOINTS LL JETS AS ITS TRUE AND LAWFUL ATTORNEY-IN-FACT FOR THE PURPOSES OF ENTERING INTO CHARTER CONTRACTS FOR PERFORMANCE OF THE FLIGHT SERVICES AND/OR ANY OTHER SERVICES AS PASSENGER'S AUTHORIZED AGENT.

Passenger understands and agrees that LL Jets is a foreign air charter broker and does not own or operate any aircraft. LL Jets may provide the Services under various databases, including Mirai Flights database.

1.2 All Services are arranged on-demand according to the Passenger-directed itineraries and flight requirements. Services shall be provided by Aim of Emperor Ltd and/or any other aircraft air carriers holding an air carrier certificate authorizing them to furnish air transportation services pursuant to applicable regulations, as in effect from time to time ("Other Air Carrier(s)" and collectively with Aim of Emperor Ltd, "Air Carrier(s)"), on an aircraft under their operational control (the "Other Air Carrier Aircraft" and together with Aim of Emperor Ltd aircraft, the "Aircraft").

1.3 Air Carrier shall have exclusive direction, control and authority over initiating, conducting, or terminating flights ("Operational Control"). Air Carriers, and not LL Jets Ltd or the Aircraft owner, are responsible for ensuring the safety of a flight and providing the Services, including the flight crew and the Aircraft operations. LL Jets is NOT a registered air carrier, nor does it provide air carrier services. LL Jets offers the method by which to obtain the Services provided by the Air Carriers, but in no way does it have any responsibility or liability for any Services provided by third parties. The Air Carrier performing the Services shall be subject to, among other things, flight time and duty time restrictions, airport limitations that may preclude or limit operations to certain airports and other applicable regulations and requirements.

1.4 Passenger understands and agrees that the Air Carrier shall have absolute discretion in all matters, including, without limitation, the preparation of the Aircraft for the Services and the Services themselves, the load carried and its distribution, the decision as to whether or not Services will be performed, what route will be flown, and all other matters relating to the operation of the Aircraft. Passenger specifically agrees that Air Carrier shall have final and

complete authority to cancel any Services for any reason or condition that in its sole and absolute judgment could compromise the safety of any Services and may take any other action that, in its opinion, is necessitated in consideration of safety. No such action of Air Carrier shall create or support any liability for loss, injury, damage or delay to Passenger.

1.5 Air Carrier shall have the right to refuse boarding to Passenger and/or Guests, (a) who appear to be intoxicated or under the influence of any illicit or controlled substance; (b) who refuse to be subject to any reasonable checks of his or her person or baggage by Air Carrier, a security team contracted by LL Jets or its affiliates, or by government or airport authorities; (c) whose condition, including apparent illness or incapacity, in the sole judgment of Air Carrier could involve hazard or risk to them or others; (d) who exhibit violent, aggressive, or otherwise inappropriate behavior towards other passengers or flight crew; or (e) who fail to provide legally valid government issued identification.

Guest(s) for the purposes of the Charter Terms shall mean any person(s) except Passenger who is provided with the Flight Services pursuant to and as specified in the Booked Flight.

All the circumstances specified in this Section 1.5., shall be deemed Passenger's and/or Guests' no-show.

1.6 The itinerary for Flight Services (the "Flight Itinerary") provided by LL Jets in response to a request by Passenger for Flight Services might be subject to the approval of the owner of the Aircraft (the "Aircraft Owner"). If applicable, the Aircraft Owner must provide final approval for use of the Aircraft. In the event that the Aircraft Owner does not approve the Flight Itinerary, LL Jets will attempt to either adjust the terms of the Flight Services so the Aircraft Owner is able to approve the Flight Itinerary or LL Jets will attempt to find a substitute aircraft ("Substitute Aircraft") for Passenger. A surcharge may be applicable for the booking of a Substitute Aircraft for the Flight Itinerary. Any such surcharge shall be subject to Passenger's prior approval. If Substitute Aircraft is not located within 12 hours of a Flight Itinerary being declined by the Aircraft Owner or if Passenger does not approve any applicable surcharge, both Parties will be released from their obligations under these Charter Terms, including specifically, any liability under Section 5 below.

## 2. Booking Confirmation; Flight Costs and Expenses

2.1 By accepting these Charter Terms, Passenger reserves the Flight Itinerary, which is displayed via the application in the Mirai Flights database, or through the Aim of Emperor Ltd software, or lljets.com or mirai.flights websites, or on the invoice for the Flight Service ("Flight Invoice") and agrees to pay the full amount listed on the Flight Invoice (the "Flight Cost") and any additional Flight Expenses (defined below).

Additional booking terms may be set forth on the Flight Invoice.

Upon acceptance of the Charter Terms and payment of the Flight Invoice, the Flight Service listed on the Flight Invoice shall be considered booked ("Booked Flight") and any cancellation shall be subject to the cancellation policy set forth in Section 4 hereof.

In the event of a conflict between the cancellation policy set forth on the Flight Invoice and the cancellation policy set forth in Section 4 hereof, the cancellation policy set forth on the Flight Invoice shall control.

2.2. As used herein,

2.2.1. "Flight Expenses" means, for the applicable Services, (A) the cost of the Applicable Taxes, (B) the Incidental Expenses; 2.2.2. "Applicable Taxes" means any and all federal, state, and local taxes, charges, imposts, duties, excise taxes on passenger flights, and a domestic segment tax, fuel taxes, other taxes and fees, including user fees, relating to Passenger's use of the Aircraft in connection with the Services;

2.2.3. "Incidental Expenses" include, to the extent not otherwise set forth in the Flight Invoice, the following costs incurred in connection with the provision of the Booked Flight:

(A) costs of requested catering in case it is not included in the Flight Invoice (inclusive of all fees for service, delivery and catering and any associated taxes),

(B) costs of repositioning in case it is not included in the Flight Invoice,

(C) cost of accommodating a request to use a FBO other than the FBO selected by LL Jets which is agreed by Passenger and LL Jets; such cost cannot be less than €250,

(D) de-icing, ramp and hangar fees, international fees, additional landings,

(E) specially requested in-flight entertainment,

(F) telecommunications charges, including Wi-Fi,

(G) ground transportation,

(H) Third Party Service Charges,

(I) the cost of any additional personnel required to fulfill a Booked Flight as either requested by Passenger or as necessary to satisfy any duty limitations impacting the Booked Flight, such costs to be provided at the daily rate for such personnel, and cost of additional flight time due to adverse weather conditions,

(J) any cancellation fees pursuant to Section 4. hereof,

(K) any applicable pet or service animal cleaning fees and/or fees incurred due to excessive wear and tear of the Aircraft caused by Passenger and/or Guests,

(L) any other out of the ordinary charges incurred at the specific request of Passenger and/or Guests.

2.2.4. "Third Party Service Charges" means any charges incurred, including without limitation the LL Jets concierge fee for services (i.e., water taxi, helicopter transport, travel concierge services, concierge services), provided in support of the Booked Flight according to Passenger's request.

2.3. The Flight Costs set forth in the Flight Invoice are based on the estimated number of Flight Service Hours (defined below) for the Booked Flight. As such Flight Costs and any estimate of Flight Expenses provided by LL Jets at the time of booking may differ from the amount indicated on the Flight Invoice for such Booked Flight, Passenger shall be responsible for all actual Flight Expenses incurred in connection with the provision of Services.

As used herein, (i) "Flight Service Hours" are determined based on the flight time (rounded up to the nearest one tenth of an hour) during which Passenger and/or a guest of Passenger, actually occupies the Aircraft, and shall be calculated from the point of the Aircraft's take off to the point of its landing for each Flight Segment comprising a Flight Service, plus six minutes (one tenth of an hour) each of taxi time prior to each departure and after each landing in an occupied leg, and

(ii) "Flight Segment" means any portion of a Flight Service measured from a point of the Aircraft's take off to a point of its landing.

2.4 In the event Passenger requests any significant changes (for example, flight time change, etc.) and the Air Carrier accommodates such requests, Passenger agrees to pay on demand any additional costs associated with such changes.

2.5 The Flight Costs in the Flight Invoice are based on fuel costs as of the booking date. LL Jets reserves the right to charge a fuel surcharge amount due to any increase(s) in cost of fuel between the booking confirmation and the departure date. Passenger shall pay LL Jets on demand any such difference in the amount of the total increase in fuel cost for the applicable Flight Service.

2.6 Passenger agrees to indemnify and reimburse LL Jets for any and all Incidental Expenses, costs and expenses incurred as a result of damage and/or excess wear and tear to the Aircraft interior and/or exterior determined to be caused by Passenger and/or Guests. If Passenger incurs any Incidental Expenses or additional charges or such charges are reasonably attributed by LL Jets or Air Carrier personnel to Passenger and/or Guests, Passenger agrees to reimburse LL Jets in the manner provided in Section 3 "Payment Terms" hereof.

### 3. Payment Terms.

3.1 Payments. 3.1.1. By accepting these Charter Terms, Passenger unconditionally and irrevocably accepts the terms of the Agreement on the Storage of the Cardholder's Credentials incorporated by reference in its entirety herein and authorizes LL Jets to place a hold on such Passenger's Credit/Debit Card ("Payment Card") in the full amount of the Flight Invoice and any applicable Flight Expenses, or to deduct the full amount of the Flight invoice and any Flight Expenses from Passenger's Account Balance.

As used herein, "Account Balance" means the Passenger's personal or corporate account created and hosted internally by LL Jets by Passenger's registering according to Section 16.1 hereof, used to pay for the Services and direct settlements with Passenger, topped up with a Payment Card or non-cash.

The Payment Card or Account Balance will be charged prior to the Booked Flight unless Passenger submits the wire payment to LL Jets pursuant to Section 3.1.2 below.

In the event Passenger's payment method is declined for insufficient funds or otherwise, Passenger shall provide an alternative payment method immediately.

Any Flight Expenses not known at the time the Payment Card or Account Balance is charged, will be charged when such amount(s) is (are) known by LL Jets. If a Booked Flight is canceled and cancellation fees apply, LL Jets shall have the right to immediately charge the Payment Card or Account Balance in the amount of the applicable cancellation fees or withhold amount of cancellation fees from the wire payment. Passenger represents to LL Jets that it/he/she has full authority to utilize the Payment Card to reserve the Booked Flight and pay for the Flight Costs, any other applicable Flight Expenses and any applicable cancellation fees and shall indemnify LL Jets from any and all claims related to unauthorized use of the Payment Card for the Booked Flight by Passenger.

Should payments for the Flight Invoice and/or any applicable Flight Expenses be effected with the Payment Card, all and any bank commissions related to such transaction shall be borne by the Passenger.

3.1.2. Wire Payments. If Passenger elects to wire the payment of the Flight Costs and Flight Expenses for the Booked Flight, the corresponding funds should be received by LL Jets within three (3) days from the date the Booked Flight has been reserved but in any case prior to the Booked Flight departure. In the event LL Jets does not receive funds within three (3) days from the date the Booked Flight has been reserved, Passenger authorizes LL Jets to charge full amount of the Flight Invoice and all applicable fees to the Passenger's Payment Card, or Account Balance, or pursuant to alternative payment arrangements, if the Payment card or Account Balance is declined or LL Jets has otherwise agreed with Passenger.

3.1.3. The passenger has the right to carry out transactions in a currency other than the currency of the account, in accordance with the procedure and pursuant to the terms and conditions set forth in the bank account agreement/credit agreement.

3.1.4. LL Jets shall have no obligation to provide the Booked Flight without payment as provided in this Section 3.1.

3.1.5. The Passenger shall be entitled to effect the operations provided for herein in cryptocurrency through the DASH Service ECommPay Limited with subsequent conversion to euros at the rate set by DASH Service ECommPay Limited at the time of payment.

The Passenger shall bear all costs for the payment of the commission for the specified transaction, as well as for the payment of all and any other service fees and charges arising from or in connection with the transaction. In the event of cancellation of the Booked Flight, the refund of payments made in accordance with the procedure provided for in this paragraph shall be made by refunding the cost of Flight Services and/or Other Services (if applicable), less the cancellation fee provided for in Section 4, to the Account Balance in Euros, followed by a refund within the time period provided for in paragraph 4.5 hereof.

3.2 Disputes.

3.2.1 Passenger must notify LL Jets in writing of a disputed charge within 15 days after the date of any invoice, receipt, bill or statement on which such charge(s) first appeared. After 15 days, the charges will be considered valid, final and undisputed. In the event that any sums due from Passenger to LL Jets remain unpaid for more than 15 days beyond the date such sums were due to be paid, any outstanding sums shall be subject to interest at the lesser of 1.5% per month or the maximum amount of interest permitted by law. In the event that any form of payment provided by Passenger to LL Jets has been rejected and LL Jets incurs any fees as a result of such rejection (e.g., insufficient funds), Passenger shall be responsible to reimburse LL Jets promptly for all such fees incurred by LL Jets. Passenger shall be liable for any and all fees, inclusive of reasonable attorneys' fees, that LL Jets shall incur to collect any outstanding amounts due to LL Jets by Passenger.

#### 4. Cancellation Policy.

4.1 Whole Aircraft Charter Cancellation Policy. For on-demand Flight Services for the whole capacity of the Aircraft ("Whole Aircraft Charter Flight") operated by Aim of Emperor Ltd or other Air Carrier the following cancellation provisions shall apply (if not specified otherwise):

4.1.1. 15% fee of the Flight Invoice amount is applied when cancellation takes place 15 and more days prior to departure time;

4.1.2. 35% fee of is applied when cancellation takes place from 14 days to 7 days prior to scheduled departure time;

4.1.3. 50% fee of the Flight Invoice amount is applied when cancellation takes place from 6 days to 48 hours prior to scheduled departure time;

4.1.4. 75% fee of the Flight Invoice amount is applied when cancellation takes place from 48 hours to 24 hours prior to scheduled departure time;

4.1.5. 100% fee of the Flight Invoice amount is applied when cancellation takes place less than 24 hours prior to scheduled departure time or due to no show.

4.2 LL Jets reserves the right to treat no-shows as last-minute cancellations, whereby Passenger shall be charged the full cost of the Booked Flight as indicated in the Flight Invoice. For the purposes of Whole Aircraft Charter Flight, a 'no-show' is defined as Passenger in possession of valid government-issued identification who is not arriving to the Aircraft at least 10 minutes prior to boarding or the violation of any provision included in these Charter Terms that result in the denial of boarding. LL Jets, at its sole discretion, may extend the no-show time for an on-demand Whole Aircraft Charter Flight in coordination with Passenger if operational restrictions allow. 4.3 Passenger agrees that the circumstances specified in Section 1. 5 hereof shall be considered as cancellation of the Booked Flight due to Passenger's no-show, and Passenger shall be charged the 100% fee of the Flight Invoice amount. 4.4. Passenger agrees that LL Jets shall have the right to deduct any cancellation fees in the case of Passenger as provided in this Section 4.

4.5 In case Flight Services are cancelled by Passenger, the refund of cost of Flight Services and Other Services applied deducted by cancellation fees as provided in this Section 4 will be made to the payment source used to pay for the Flight Services and Other Services (if applicable), except for payments in cryptocurrency, provided for in clause 3.1.5. hereof.

LL Jets shall process the refund within 10 (Ten) working days from the date the Flight Services were registered for refund. LL Jets shall not be liable for the time taken to clear funds through banks. Payment methods used by Passenger, or person who paid for the Flight Services, could delay the process by up to 30 working days.

#### 5. Recovery Service.

If the Booked Flight is cancelled, interrupted or delayed for any reason other than Passenger delays, LL Jets will use commercially reasonable efforts to arrange alternative service for Passenger in similar cabin class on any Air Carrier Aircraft (such service, herein referred to as "Recovery Service") which may require the payment of additional fees which are subject to Passenger's additional approval and payment. Payment for the Recovery Service shall be made pursuant to Section 3.1. hereof. In case LL Jets fails to provide any Recovery Service within 12 hours from the moment the Booked Flight has been cancelled, interrupted or delayed for any reason specified in this Section 5, or if Passenger does not approve any additional fees, both Parties shall be released from their obligations and liability under these Charter Terms.

#### 6. Force Majeure

Neither LL Jets nor Air Carrier is liable for the delay or failure to provide the Aircraft or perform the Flight Service when such delay or failure is caused by 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, mechanicals, 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 LL Jets or Air Carrier, as applicable, whether or not of the kind specifically listed above. In addition, Passenger understands and agrees that when, in the sole discretion of an Air Carrier or the pilots of the Aircraft, safety may be compromised, LL Jets, the Air Carrier or the Air Carrier crew may cancel the Flight Service, refuse to commence the Flight Service or take other necessary action without breaching its duties or obligations to Passenger or without being liable for any loss, injury, damage, or delay. Notwithstanding the above, in the event a Whole Aircraft Charter Flight is cancelled as a result of the events outlined above, LL Jets will provide Recovery Service options in the manner outlined in Section 5 above. In case Recovery Service options are not applicable or Passenger does not agree on provided options as it is mentioned in Section 5 above LL Jets has the right not to refund Passenger the amounts paid.

#### 7. Transportation of Pets and Service Animals.

7.1 Passengers on Whole Aircraft Charter Flights (if respective Air Carrier accepts such pets on board) shall be solely responsible for the care, custody and control of any pet accompanying Passenger on any Flight Services performance, shall adhere to the Air Carrier Pet Regulations and any instructions provided by the Air Carrier crew regarding such care, custody and control of such pet and shall be responsible for any damages, injuries or loss caused by such pet during any such Flight Services are performed.

#### 7.2 Cleaning Fees.

LL Jets reserves the right to charge and Passenger shall undertake to pay cleaning fees for transportation of service animals if such fees are imposed on LL Jets by the Air Carrier.

## 8. Insurance.

LL Jets does not own or operate any Aircraft on which the Flight Services are performed and does not carry any aviation insurance. Passenger understands and agrees that it is the sole responsibility of the Air Carrier to maintain aviation liability insurance coverage.

## 9. Limitation of Liability

The following limitations of liability shall apply:

9.1 Passenger understands and agrees that LL Jets is not liable for any injury, damage, loss, expense, special or consequential damages, or any other irregularity caused by the defect of any Aircraft or conveyance, or the negligence of any Air Carrier or other company or person engaged, providing or carrying out the arrangements for Passenger's Services or by accident, delay, flight schedule, change, cancellation, sickness, weather, strikes, war, quarantine or any similar cause. In any case, LL Jets' liability for Passenger shall be limited to the amount paid by Passenger to LL Jets for the Booked Flight.

9.2 PASSENGER AGREES TO ACCEPT THE PROCEEDS OF THE INSURANCE MAINTAINED BY AIR CARRIER AS THEIR SOLE RECOURSE AGAINST AIR CARRIER FOR ANY LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, INJURY, DEATH OR PROPERTY DAMAGE) TO ANY PASSENGER; PROVIDED HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY IN THE EVENT OF AIR CARRIER'S PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9.3 IN ALL CASES AND UNDER ALL CIRCUMSTANCES, NEITHER AIR CARRIER OR LL JETS SHALL IN ANY EVENT BE LIABLE TO PASSENGER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, VALUE, REVENUE, BUSINESS OPPORTUNITIES, LOSS OF REPUTATION, PERSONAL INJURY OR PROPERTY DAMAGE AND THE LIKE, UNDER ANY CIRCUMSTANCES OR FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, ANY DELAY OR FAILURE TO FURNISH ANY AIRCRAFT CAUSED OR OCCASIONED BY THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS OF AIR CARRIER (REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT OR TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY), EVEN IF ANY SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITIES OF SUCH DAMAGES.

9.4 LL JETS SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) PASSENGER'S USE OF OR RELIANCE ON THE SERVICES OR PASSENGER'S INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN PASSENGER AND ANY THIRD PARTY PROVIDER, EVEN IF PASSENGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SERVICES MAY BE USED BY PASSENGER TO REQUEST AND SCHEDULE GOODS OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT PASSENGER AGREES THAT LL JETS LTD HAS NO RESPONSIBILITY OR LIABILITY TO PASSENGER RELATED TO ANY GOODS OR LOGISTICS SERVICES PROVIDED TO PASSENGER BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE CHARTER TERMS.



9.5 The limitations and disclaimers in this s Section 9 do not purpose to limit any liability or alter any rights of Passenger, as a consumer, that cannot be excluded under applicable law.

#### 10. Indemnity.

Passenger agrees to indemnify and hold LL JETS and its affiliates and their officers, directors, managers, employees, and agents ("Indemnified Party"), harmless from and against any and all claims, loss, damage, demands, losses, liabilities, injury or expense (including attorneys' fees), that the Indemnified Party incurs arising out of or in connection with Passenger's gross negligence, willful misconduct, violation of the rights of any third party (including other passengers) or third party goods or services providers provided, however, that Passenger shall not be liable for the indemnification of any losses, costs, damages, injuries, or expenses arising out of the Indemnified Party's gross negligence, willful misconduct, or breach of these Charter Terms.

#### 11. Identification and Documentation.

Passenger and/or Guests have to comply with any requirements (e.g. immigration, customs, agriculture, etc.) at each destination. Passenger and/or Guests have to be in possession of a valid passport plus, where necessary, a visa. LL Jets takes absolutely no responsibility in case of non-compliance with any custom's requirements by Passenger and/or Guests. Should there be any surcharges, fees, fines or similar due to a non-compliance, Passenger will be billed for such costs. LL Jets takes absolutely no responsibility with the regard to visa requirements of Passenger and/or Guests. Should there be any levy due to the lack of required entry documents of Passenger and/or Guests or cargo, Passenger will be billed for such costs.

#### 12. Governing Law.

12.1. This Charter Terms shall be construed under and be governed in all respects by the laws of Malta without reference to its principles and rules of conflict of laws. 12.2. Any disputes arising between the Parties out of or in connection herewith or the interpretation, breach or enforcement thereof shall be exclusively submitted to the courts in Malta.

#### 13. Language

This Charter Terms are made in the English and the Russian languages. In case of any discrepancy or disagreement concerning the contents hereof, the text in English shall prevail over the Russian version.

#### 14. Privacy of Passenger Data.

LL Jets collects and utilizes information specific to Passenger and/or Guests ("Passenger Information") according to the Privacy Policy that is incorporated in full by this reference. LL Jets may use Passenger Information to check the credit of Passenger in connection with its invoice collection efforts or to check the credit of Passenger and perform criminal and other background searches of Passenger and/or Guests in connection with evaluating whether to accept Passenger's business.

## 15. Passenger Representations and warranties

15.1. Passenger, which for purposes of this Section includes individual or entity with its employees, agents, affiliates, and Guests (together, for the purposes of this Section, "Passenger") hereby represents, warrants, and agrees (without prejudice to all other LL Jets' rights hereunder and the law) that:

(i) Passenger is not a sanctioned entity or individual, designated party, or otherwise the subject or target of any economic, export, or trade sanction law, or regulation or travel ban, or is or could be designated as 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 LL Jets or Air Carrier from transacting with Passenger under applicable law;

(ii) Passenger will promptly notify LL Jets in writing should it know, or have reason to know, of any change or potential change in status under this Section;

(iii) Passenger shall honor all applicable laws;

(iv) funds paid to LL Jets by Passenger are not derived from illegal acts;

(v) LL Jets may be required by law to block, freeze, and/or remit funds, which it will do without liability to Passenger;

(vi) Passenger will promptly provide to LL Jets accurate information and documentation reasonably requested to assess compliance with this Section, and authorizes LL Jets to perform screening and/or background checks; and (vii) without prejudice to all of LL Jets' other rights under these Charter Terms and at law.

## 16. Electronic Signature.

16.1 At the moment of Passenger's registration by entering a one-time verification code and creating a personal account in the Mirai Flights database, or through the Aim of Emperor software, or lljets.com or mirai.flights websites, or through an aviation specialist, or at the moment of Flight Invoice payment by Passenger, Passenger unconditionally and irrevocably accepts and agrees to these Charter Terms electronically.

16.2 Passenger agrees that registration by entering a one-time verification code and creating a personal account pursuant to this Section 16 or the moment of Flight Invoice payment by Passenger shall be the legal equivalent of its/his/her manual signature and that it/he/she will be legally bound by these Charter Terms. Passenger agrees to pay LL Jets in full for any invoiced amounts upon providing its/his/her manual signature as stipulated in this Section 16.

By payments pursuant to Sections 3.1.1, 3.1.2. hereof Passenger unconditionally and irrevocably accepts and agrees with the Flight Invoice and any applicable Flight Expenses.

## Agreement on the Storage of the Cardholder's Credentials

1. This Agreement on the Storage of the Cardholder's Credentials (hereinafter – the "Agreement") is entered into between Passenger (hereinafter also referred to as – the "Cardholder") and LL Jets Ltd (hereinafter – "Merchant").
2. By ticking the relevant tick-box and/or clicking the "Pay" button, Passenger expresses full consent to this Agreement and authorizes Merchant and its payment processing service provider to store Passenger's name, surname, card expiry date and PAN number (hereinafter – the Credentials on File (COF)) and to initiate transactions on Passenger's behalf (hereinafter – Merchant-Initiated COF Transactions) and/or to process transactions initiated by Passenger (hereinafter – Cardholder-Initiated COF Transactions), both by using the Credentials of File, as indicated below.
3. Disclosures of the Merchant:
  - 3.1. Passenger's Credentials will be used for "Cardholder-Initiated COF Transactions" and "Merchant -Initiated COF Transactions".
  - 3.2. Description of services: private jets booking.
  - 3.3. Fixed date or interval of the Transaction: N/A
  - 3.4. Event that will prompt the Transaction: one-click payments or charge for additional services.
4. The following details in relation to this Agreement shall be included in the transaction confirmation: card number, transaction amount, surcharges (if applicable), transaction currency, transaction date, authorisation code, Merchant's location.
5. Passenger will be notified of any changes to the present Agreement 7 (Seven) business days before such changes become effective in relation to scheduled (with fixed, regular intervals) Merchant-Initiated COF Transactions, and 2 (two) business days before such changes become effective in relation to Merchant-Initiated COF Transactions which are unscheduled or in relation to Cardholder-Initiated COF Transactions.
6. The Agreement shall enter into force after successful authorisation (or account verification) by Passenger's Payment Card issuer and receipt of Passenger's consent to this Agreement by the Merchant pursuant to Section 3.1.1 and 16.1 of the Charter Terms, and shall be valid until terminated by Passenger or by Merchant according to the Cancellation policy specified in the Charter Terms.
7. In case of any inquiries related to this Agreement, please contact [charter@lljets.com](mailto:charter@lljets.com)
8. This Agreement is made in the English and the Russian languages. In case of any discrepancy or disagreement concerning the contents hereof, the text in English shall prevail over the Russian version.