

## INTERNATIONAL AVIATION LLC. -- STANDARD TERMS AND CONDITIONS

The following terms and conditions are provided by International Aviation LLC a limited liability company, headquartered at 7500 College Blvd., Suite 500, Overland Park, KS 66210, USA ("International Aviation" and/or "we" "us" "our"). By using our services which includes the services and goods provided to you through us and certain third party suppliers (collectively "Services") you are agreeing to the following terms and conditions of use without modification or revision ("Terms"). All disclaimers by us and releases and indemnifications from you shall also apply equally to our third party suppliers without specific reference herein. These Terms apply to all quotes, bids, prices, credit or other applications we provide or you submit and all invoices or other information provided by us related in any manner whatsoever to us or our Services. We may amend, revise or update these Terms from time to time by updating this document and/or our website posting with the revised Terms taking effect as of the date of its publishing and/or posting and without prior notice to you. The term you and your herein shall include all persons who are the customer whether potential or actual and shall include all persons and/or entities utilizing the Services herein and/or accompanying any such person and /or entities during any use of the Services or affiliated therewith in any manner. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SERVICES. If they are not acceptable to you, you must not use our Services.

**Price Quotations**-Unless specified otherwise, all amounts (currencies) are in U.S. dollars. There may be an additional fee for transactions that take place outside the U.S., even if the currency used is U.S. Dollars. Quotations and other charges may increase or decrease and availability of our Services and scheduling/timing of delivery may change with or without prior notice from us at any time. Certain goods or services may be substituted if available at our option. Unless itemized separately, all prices and amounts quoted and/or invoiced do not include third party or any other charges, including international, country, or local taxes or tariffs, royalties, license fees or agent disbursement fees or other third party fees unless itemized separately in your quote and/or invoice. We are not obligated to honor each and every transaction and we may refuse to complete any transaction at our sole discretion. You also agree to pay all administrative, taxes, tariffs and disbursement fees that are incurred on Services and goods as applicable. We shall not be liable for any taxes, assessments, royalties, license, franchise or other fees and charges from any governmental or administrative or other jurisdiction local, federal or otherwise, or airport or private entity. We or you directly may be required to pay certain suppliers, as and when billed by each supplier, an amount equal to certain taxes, governmental fees royalties, license and other charges and fees that such supplier must remit to the appropriate taxing or other authorities, although we generally do not collect and remit taxes to such taxing authorities. The vendors (our third party suppliers) may bill us for all applicable taxes or fees, and we may pay such amounts directly to the suppliers and we will then bill you for such charges. Actual landing/navigation charges may be calculated according to the route used. Charges also do not include any incidental, revision or cancellation charges. In addition to cancellation fees charged by third parties, we will charge you cancellation fees of 25% of the entire reservation amount for any cancellation made after 6 hours from the time of original request/confirmation or anytime after we have accepted your payment or for no-shows and we will charge you 100% of entire reservation if cancellation occur after any permits are obtained or other significant expense incurred. In any location where we agree to pay or are obliged to pay for your navigational fees, we will invoice you these fees plus IA administration charges, any such payment of any fees for you by us will be at our sole discretion and subject to these Terms. You will pay us supervision charges if provided at some locations. If you receive Air Navigation invoices directly from the Air Navigation office of certain countries, or any other third party invoices, you shall immediately forward us a copy. Invoices for Air Navigation and related charges may be delayed so any remaining balances will be paid by you when processed. Contingency fees will only be charged if there are any revision/extra services/un-accounted costs that occur. Any remaining balance will be settled upon the completion of the flight/trip.

Taxes, fuel prices, and other charges are subject to change at any time without prior notice and any such changes will be reflected and charged in subsequent invoices to you. Certain fuel prices and taxes will be designated for international commercial flights operating from the commercial ramp only. Excise duty, mineral oil tax and/or VAT will be applied to any flight classified by customs as private. A \$100. fee shall apply for each fuel uplift request for Uplifts below 1000 USG of fuel; and a Company AOC is required to be presented at time of delivery in some countries (mostly European) to gain exemption from Excise taxes and/or VAT on commercial flights. Your failure to provide this documentation will result in these charges being levied. Additionally, if any flight operates without a registered three letter ICAO code flight number it will be deemed private and charged VAT and Excise Duty applicable for the country of operation. Operating under the aircraft call sign (aircraft registration) does not confer exemption from these charges; and additional duties, fees, taxes or higher fuel prices might be charged for domestic flights; and any taxes, fees or other charges imposed by any supplier or any authority upon or paid by us and existing at the time of service provided shall be billed and added to the charges payable by you. Failure to add such charges to any invoice shall not relieve you from liability for payment.

**Payment Terms & Conditions-Credit**-Unless otherwise specified by us, payments for all invoices shall be due and paid by you and received by us within the time frame and subject to all other terms stated on each invoice in U.S. Dollars by credit card or electronic funds transfer only to our bank per the instructions on each invoice. Bank details are to be confirmed by client to ensure a secure transaction. Solely at our discretion, limited credit terms may be granted. As we deem necessary after your breach of any term specified by us per each invoice and in any agreement, we reserve the right, in addition to all other rights and remedies available under applicable law: to terminate or suspend your Services; and demand immediate payment of all outstanding balances, late charges and interest. If your account exceeds any established limit or otherwise is not in compliance, then notwithstanding any of our other rights/remedies, we reserve the right but not the obligation to modify any credit or other terms without notice to you. All past due amounts owed by you shall bear interest, compounded from the date due until fully paid, at the rate of one and one half percent per month; provided however, that if such rate exceeds the maximum rate allowed by applicable law, the maximum rate allowed by applicable law will apply. You shall also pay a late fee of \$100. for every notification or demand for payment or for violation of this or any other agreement. You acknowledge that the interest and late fee do not constitute our agreement to accept payments after they are due.

**Security-Lien**-As security for the payment of any amounts due from you to us, you either as owner of the aircraft or as duly authorized agent of owner, hereby irrevocably and unconditionally grant us a lien on and a security interest against the title to each aircraft to which Services including any product and/or services have been rendered ("Collateral"). In the event of your default of any payment term or any other term whatsoever of this or any other Agreement, we shall have the right, in addition to all other rights and remedies available under (Kansas law as provided herein) or at our sole option, local law where the aircraft is located, to enforce any non-consensual or other lien (including but not limited to a mechanic's lien) arising by operation of law, by statute or otherwise and to retain and/or repossess the Collateral without demand and for this purpose to enter the premises where the Collateral is located and remove such Collateral and sell, without court or judicial order or process, the Collateral at public or private sale. We may be the purchaser at such sale for reasonable value of the collateral. You agree to pay all reasonable attorney's fees and costs of collection and repossession, storage, transportation, taxes, insurance and any other costs of sale, storage and transportation and maintenance of the Collateral. In the event of repossession, you agree to sign and deliver to us documents of the title to the Collateral, including Bill of Sale and the existing Title and Certificate of Registration.

**Disclaimers**-Neither we nor our third party suppliers make any representation or warranty about the suitability of the Services for any purpose whatsoever. The inclusion or offering for sale of any products or services (including third party suppliers) through us shall not constitute any endorsement or recommendation of such products or services by us. All Services are provided "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND WHATSOEVER. Without limiting the foregoing, we hereby disclaim all warranties and conditions express or implied with regard to everything related whatsoever to the Services and all products and services available through us and/or any third party suppliers, including, but not limited to, any implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, title, reasonable care and skill or noninfringement.

**Third Party Goods and Services**--Some of the information, goods and services related to our Services including but not limited to pricing, airport and other facilities, airlines, hotel, car rental and other accommodations, restaurants and other goods and services are the property of, and are supplied by, third party

suppliers that are not under our control. We do not independently verify, or guarantee nor are we liable for any information or any products or services provided by such third parties. All Services, information, prices and availability are subject to change without notice. All fuel sales shall be "Into- Wing" transactions. We shall not be responsible or liable in any manner whatsoever for any fuel or other material that passes from any service providers (via connecting hose or otherwise) into your aircraft and/or property. We shall not be liable for any goods or services provided by any third party providers or any acts and/or omissions by third party providers. The third party suppliers providing products and services through us are independent contractors and are not under our control. Neither we nor any of our affiliates or employees, owners, officers, directors or agents are liable for the acts, errors, omissions, representations, warranties, breaches or negligence whatsoever of any such suppliers or of any third party or other party whatsoever, or for any personal injuries, death, property damage or other damages direct, consequential or otherwise or expenses resulting therefrom. You agree that we and our third party suppliers will have no liability and will not be obligated to make any refund and shall otherwise not be responsible in the event of any delay, interruption, cancellation, misquoted rates or terms, strike, fires, wars, civil unrest, accidents, sabotage, labor unrest, shortages, inability to obtain product, riots, floods, acts of god, security breach, false transmissions, hoaxes, technological failure, or any other cause beyond our or our control, and further that neither we nor our third party suppliers shall have any responsibility for any additional expense or damages whatsoever, due to any acts of any government or authority. We and our third party suppliers shall have the right to omit, alter or allocate, during the period of such circumstances, all or any portion of the quantity deliverable during such period, thus the total quantity deliverable under this agreement shall be reduced by the quantity so omitted or allocated elsewhere in a manner determined solely by us. Notwithstanding the foregoing, any such occurrence shall not absolve you from your duty to pay, on a timely basis, for Services, product and/or services and/or goods already delivered or performed by us or any third party supplier.

**Limitation of Liability-** Your use of the Services is at your own risk and we are only arranging the Services and not performing or providing them. We shall not be liable to you or any other party for any direct, indirect, punitive, incidental, special or consequential damages or loss arising out of, or in any way connected with, the use of the Services whether direct or indirect or delay or inability to use the Services or products or services obtained through us or any third party, or otherwise arising out of the use of the Services, including, without limitation, any liability relating to any personal injury, death, property damage or other damages, or loss of use, business interruption, lost profits or data, incidental, special or consequential damages of any kind regardless of the form of action, whether based on contract, tort, (including but not limited to negligence) strict liability, or otherwise, even if we have been advised of the possibility of damages.

**Indemnification-** You agree to indemnify, defend and hold us and our officers, directors, owners, employees, agents, our successors and assigns and third party suppliers harmless from and against any and all liability, claim, loss, expense, cause of action or demand, including without limitation reasonable legal and accounting fees arising directly or indirectly in connection with any breach by you of any term, condition, representation, warranty contained herein or otherwise resulting from your use of the Services.

**Termination-** We may modify, restrict or discontinue the Services, with or without cause and prior notice to you at any time in our sole discretion. You agree that we will not be liable to you or any third party as a result of such modification, restriction or discontinuation. The provisions entitled "Disclaimers," "Limitation of Liability," "Indemnification" and "General Provisions" shall survive termination of these Terms and this agreement.

**Laws-** You agree that you shall at all times comply with any and all laws and regulations whatsoever in any jurisdiction or country and you shall not use our Services or otherwise be in violation of any laws or regulations whatsoever in any jurisdiction or country, including but not limited to U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You are responsible for compliance with applicable local laws, and your use of our Services may not be legal by certain persons or in certain countries. We may provide limited services related to customs, immigration or other services, however we are not liable for any violation of any laws or regulations by you or anyone associated with you or due to information provided by you and we shall not be liable for any costs, fines or other charges or penalties incurred therewith and you indemnify and hold us harmless from any costs we incur due to any such violations. We are not liable for any compliance with any laws or regulations or other requirements of any jurisdiction or authority whatsoever and you are solely responsible for compliance with applicable laws, local or otherwise. We do not have an OFAC license or any other permit or license that allows us to engage in transactions with any residents of any country subject to any U.S. or foreign trade sanctions or restrictions. You agree to comply with all export laws and restrictions and all laws and regulations of any applicable government, agency or authority, and not to directly or indirectly use and/or provide or otherwise make available the Services and products we offer in violation of any such restrictions, laws or regulations, or without all necessary approvals. You represent and warrant that neither you nor anyone using the Services or affiliated with you are located in, under the control of, or a national or resident of any such restricted country or on any such list.

**Disputes, Settlement, Arbitration.** You agree that any and all disputes related in any manner to this or any other agreement between us or any third party supplier, shall be resolved by negotiation between the parties and if not timely resolved, shall then be submitted to binding Arbitration to be administered by the American Arbitration Association ("AAA") on demand of any party. Such Arbitration proceedings shall be conducted in the city where our headquarters are located when the proceedings are conducted and which shall be heard by one Arbitrator assigned in accordance with the AAA's procedures. The Arbitrator shall have the right to award or include in the award any relief which they deem proper, including without limitation, money damages (with interest on unpaid amounts from date due), specific performance, injunctive relief, attorneys' fees and costs in accordance with this Agreement. The Arbitrator's award and decision shall be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction, including any courts (U.S. or foreign) where any party so affected shall be located, and each party hereby waives any right to contest the validity or enforceability of such award.

**General Provisions.** These Terms shall be governed by and construed in accordance with the laws of the State of Kansas, USA, without regard to any conflict of law principles. You agree that any legal proceeding arising out of or relating to this Agreement may be brought in the United States District Court for District of Kansas, Kansas City Kansas Division, or, if that court lacks jurisdiction, in any court of competent jurisdiction in Johnson County Kansas; and you hereby irrevocably personally submit to the jurisdiction of each such court in any proceeding. Use of our Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this paragraph. You authorize us to use and distribute all information provided by you in any manner consistent with our business and Privacy Policy. You may view our Privacy Policy on our web-site or upon request. This Agreement, your invoices and other written communications from us (and any other terms and conditions referenced herein) constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings regarding the Services. No joint venture, partnership, employment or agency relationship is created by these Terms or your use of the Services. If you breach this or any other Agreement with us, we may recover from you any and all costs and expenses sustained or incurred by us in taking any legal action, including, without limitation, reasonable attorney's fees. Time is of the essence of this and all other agreements. In case of any breach of this or any other agreement whatsoever, we have the unilateral right to immediately cease and suspend further Services and shall not be obligated to continue to perform under this or any other agreement and may demand payment of all outstanding balances and interest and late fees. This Agreement and any notices given in electronic or any other form shall be admissible in judicial or administrative proceedings. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of nor right to enforce such provision. Any rights not expressly granted herein are reserved. Other terms and conditions may apply to your purchase of products or services offered by us or any third party supplier. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect.