

Thank you for your interest in the Charter Flight Group Jet Card Program.

As a valued member of our Jet Card Program you are eligible for exclusive benefits with all flights booked through Charter Flight Group.

Membership and its benefits are fully described within the following documents herein together referred to as the Membership Packet.

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| — Membership Agreement | Operational guidelines for the Jet Card program |
| — Standard Terms and Conditions | Further details regarding the Jet Card program |
| — Membership Benefits | Additional services you receive at no cost |
| — Aircraft Classifications | Specific aircraft types related to your account |
| — Peak Travel Days | Travel days for which additional conditions apply |

Begin enjoying your additional flight benefits immediately by signing and returning the Membership Packet. Your membership becomes effective on the date of this Agreement following receipt of the initial account deposit.

Membership Level _____

Membership Start Date _____

The undersigned (“Member”) and Jet Genius Florida Holdings, Inc DBA Charter Flight Group (“CFG”) agree to the following terms and conditions, and Member also agrees to the terms and conditions set forth in the Membership Benefits document, Aircraft Classifications document, and Standard Terms and Conditions document attached hereto, collectively referred to as the Membership Packet. Member acknowledges that the Membership Packet becomes effective upon CFG receipt of the Initial Payment set forth below.

- 1. **Payment Schedule.** The Initial Payment to fund the membership account (“Member Account”) is due upon execution of this Agreement. Payment amount is determined by level of participation, shown below.

50K	\$ 50,000 Initial Payment
100K	\$ 100,000 Initial Payment
250K	\$ 250,000 Initial Payment
500K	\$ 500,000 Initial Payment
1M	\$ 1,000,000 Initial Payment

Remit Initial Payment via bank wire using the instructions below:

Beneficiary Name	Jet Genius Florida Holdings
Beneficiary Address	5525 NW 15th Ave # 200 Fort Lauderdale, FL 33309
Bank Name	Chase Bank
Bank Address	270 Park Avenue New York, NY 10017
Routing & Transit	322 271 627
Beneficiary Account	529 566 561
International SWIFT	CHASUS33

- 2. **Flight Requests.** All flight requests must be submitted to CFG with at least 14 hours notice prior to requested departure and must include (the i total number of passengers that will be traveling, and ii) the preferred aircraft classification as per the Aircraft Classifications document contained herein. Flight requests must be made written form and sent by email to a CFG flight representative. Upon receipt of a flight request from Member and acceptance of that request, CFG will return a confirmation (“Flight Confirmation”) indicating flight cost. Costs listed on the Flight Confirmation will be deducted from the Member Account as per conditions defined with the Membership Packet. Flight requests are required to include the following minimum information:

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| a) Departure city and/or airport code | e) Return date and time |
| b) Destination city(s) and/or airport code | f) Preferred aircraft category as per the Aircraft Classifications document |
| c) One Way or Round Trip | |
| d) Departure date and time | g) Passenger count |

- **3. Flight Time Calculations.** All quoted flight times are calculated to the nearest 6 minutes compared to actual estimated flight times, plus 0.2 (or 12 minutes) taxi time. Minimum daily flight time charges are defined within the Membership Benefits document and are subject to chosen program level.
Example: A 2:15 min flight would be charged 2.3 (or 2h 18min) plus 0.2 or 12 minutes taxi time, for a total of 2.5 (or 2h 30min).
- **4. Flight Modifications.** CFG reserves the right to substitute aircraft of equal or larger capacity and equal or greater quality at any time for no additional expense to Member. Member shall be informed of any such change prior to flight.
- **5. Concierge Services.** Member shall be entered into the Charter Flight Group Concierge Program (“Concierge Program”). Services are available 24 hours per day and 365 days per year and may be used in conjunction or independently of flight requests. Concierge Program scope of services are available as per the Membership Benefits document and selected program level. Concierge requests must be made in written form and sent by email to a CFG flight representative.
- **6. Aircraft Classification.** Member flight requests shall be made utilizing the aircraft categories defined with the Aircraft Classifications document (“Turbo Prop,” “Light Jet,” “Midsize Jet,” etc.) CFG will provide an aircraft that meets or exceeds the size and quality for the specified category. CFG, in its sole discretion, will make a best effort to provide Member with specific aircraft model preferences, subject to availability and wholesale pricing. All aircraft utilized within the CFG Jet Card Program are ARG/US and/or Wyvern safety rated. Individual aircraft safety reports will be provided to Member on a per request basis.
- **7. Aircraft Pricing.** Member is provided fixed pricing for all aircraft as per the Membership Benefits document for aircraft categories as defined within the Aircraft Classifications document subject to Peak Day Premiums. Categorization for non-listed aircraft models is at the sole discretion of CFG and shall be determined by the seating capacities and flight endurance guidelines listed herein.
- **8. Term Period.** Member Account balance is non-expiring for a period of 24 months. Unused account balances shall be surrendered to CFG after a period of 24 consecutive months without account balance deductions related to flight requests.
- **9. Upgrade Eligibility.** All program levels are eligible for free aircraft category upgrades as defined within Complimentary Upgrades below.
- **10. Complimentary Upgrades.** Member is provided a minimum allotment of free aircraft category upgrades for one or more category types above the requested aircraft category as defined with Membership Benefits and Aircraft Classifications, subject to participating program level. Aircraft upgrades are provided at the sole discretion of CFG as determined to be available.
- **11. Catering Services.** Members enjoy complimentary gourmet catering on every flight as per the “Membership Benefit” document and selected program level. Member shall notify CFG of any food preferences or allergy notifications at the time of the flight request in order to ensure sufficient time to prepare catering in accordance with Member’s preference. Requested catering services in excess of the complimentary allotment shall be charged to Member Account.
- **12. Fuel Surcharge.** Fuel surcharges reflect adjustments for the difference between set price of fuel for hourly operating costs and the actual fuel cost at time of flight and/or additional charges that may be set by the destination Fixed Base Operator (“FBO”). Fuel surcharges are calculated for each flight and may be added up to the amount defined within Membership Benefits document as per Member’s participating program level.

- **13. Peak Day Premiums.** For travel on peak travel days, all itineraries, regardless of origination or destination, must be requested at least seven (7) days prior to scheduled departure time to ensure aircraft availability. Travel on peak days will incur a premium surcharge as defined within the Membership Benefits document subject to participating program level. Peak travel days are defined as all US Federal Holidays and 7 days including before and after said holiday. An additional 20% premium will be surcharged for a fixed departure time, guaranteed within 3 hours of the requested departure time.
- **14. International Travel Premiums:** All international flights must begin or end in the continental United States and are subject to a 15% premium.
- **15. Minimum Flight Times.** Minimum flight times are calculated as 1.2 hours per flight leg at a total daily minimum flight time as per Membership Benefits document and Member's participating program level.

Example 1

Leg 1	Jan 15	2.0 hour flight time
Leg 2	Jan 15	0.5 hour flight time
Leg 3	Jan 20	2.0 hour flight time

Considering a 2 hour minimum daily flight time, Example 1 would calculate as a 5.2 hour flight (2.0 + 1.2 leg minimum + 2.0).

Example 2

Leg 1	Apr 10	1.2 hour flight time
Leg 2	Apr 11	0.5 hour flight time
Leg 3	Apr 11	1.2 hour flight time

Considering a 1.5 hour minimum daily flight time, Example 2 would calculate as a 3.9 hour flight (1.5 hour daily minimum + 1.2 leg minimum + 1.2).

- **16. Discounts.** A 20% discount will be offered for same-day round trips over 2.5 hours. A 10% discount will be offered for trips over 4 hours.
- **17. Authorized Users.** Flight requests will be considered valid for all communications received through known and previously utilized Member email addresses, and all Authorized Personnel acting on behalf of Member. Authorized Personnel may be submitted by email, or in writing. CFG representatives will take reasonable actions to confirm and/or assume valid identity of Member communication based solely on CFG discretion. CFG is not liable for false or misleading flight requests generated from previously known-good Member communication channels and/or reasonable assured communications from new email addresses. Member and/or assignees bear full responsibility for flight request charges made by Member, persons masquerading as Member, authorized flight request personnel provided by Member, and persons masquerading as Authorized Personnel.
- **18. Designated Beneficiary.** Member shall have the right to designate a Beneficiary to whom benefits under this membership shall be transferred in the event of Member's death prior to complete utilization of the Member's Account balance. Beneficiary designation shall be submitted by email, or in writing, during the Member's lifetime.

These Terms and Conditions form a part of the Membership Packet executed by Member, and all references herein to the Membership Packet and its associated documents shall be deemed to include these Terms and Conditions. In addition, all travel and other services arranged by CFG on behalf or request of Member shall be subject to, and governed by, the Membership Packet. In addition, all travel and other services arranged by CFG on behalf or request of Member shall be subject to, and governed by, the Membership Agreement between CFG and Member. The Membership Agreement is incorporated by reference in its entirety into these Terms and Conditions and deemed a part hereof.

Member acknowledges that no person or entity has made any promise, representation or warranty whatsoever, express or implied, not contained herein or in the Membership Packet concerning the subject matter hereof, to induce them to become a Member, and acknowledging that they have not become a Member or otherwise entered into the Customer Agreement in reliance on any such promise, representation or warranty not contained herein or in the Membership Packet, and further acknowledge that there are no other agreements or understandings between the parties hereto that are not contained herein and in the Membership Packet.

- **1. Engagement.** Member hereby engages CFG to act on its behalf as a broker to arrange for air charter services from one or more third-party air carriers certificated by the Federal Aviation Administration (“FAA”) under Part 119 of the Federal Aviation Regulations (“FAR”) conducting on-demand air charter operations under Part 135 of the FAR (the “Charter Operator”). Member acknowledges and agrees that, for all services rendered by CFG under this Agreement, CFG is acting as an agent of Member and not an agent of the Charter Operator. Further, Member understands, acknowledges and agrees that CFG is not a certificated air carrier and does not hold itself out as an air carrier.
- **2. Member Account.** All amounts deposited by Member shall be maintained by CFG in a designated Member account (the “Member Aviation Account”). CFG shall have the sole right to withdraw funds from, and otherwise effect transactions in, Member’s Aviation Account. At any time subject to the provisions hereof, Member may make additional deposits into the Member’s Aviation Account.
- **3. Payment for Travel Services.** Member authorizes CFG and its affiliates to automatically deduct from Member Aviation Account any and all of the fees and charges (including any cancellation fees and/or penalties) for and/or in connection with each CFG travel and concierge services requested by Member, until the funds in Member Aviation Account have been exhausted. To the extent Member’s Aviation Account does not have sufficient funds to pay all fees and charges, CFG will invoice Member and reserves the right to determine the manner in which it will accept payment for the shortfall. Interest shall accrue on all unpaid amounts at the rate of 1.5% per continuous 30 day period (prorated for any lesser periods). CFG reserves the right to deny flight requests if the Member Aviation Account balance is at or below 110% of confirmed flight cost so as to sufficiently account for potential additional costs related to normal flight operations.
- **4. Maintenance of Aviation Account.** Membership Benefits shall apply only to the extent that Member has sufficient funds in his, her or its Member Aviation Account to pay the full amount of fees and charges applicable to a requested service or itinerary. Member may replenish his, her or its Membership Aviation Account at any time based on our current posted rates at such time.

- 5. **Withdrawal of Funds.** Unless otherwise agreed in writing by CFG, Member shall not be entitled to withdraw funds from his, her or its Member Aviation Account, in whole or in part.
- 6. **Reservations.** a) All requests for service are subject to confirmation from CFG and acceptance by the Charter Operator. Upon receipt of a flight request and acceptance by CFG, Member will be delivered a confirmation (“Charter Confirmation”) by email from CFG including a confirmation number, and specifying the date(s) and departure time(s) of travel, flight segments arranged at Member’s request, aircraft type and other requests specified by Member when requesting the flight. Upon CFG’s receipt of flight request from Member, the Charter Confirmation, including these Terms and Conditions, becomes a legal, binding and enforceable contract. The Charter Confirmation is aircraft specific (i.e., make, model, tail number). Should circumstances require the use of a different aircraft type, the cost of the requested flight(s) may change. In the event that aircraft requires unforeseen mechanical maintenance prior to departure, CFG reserves the right to provide a replacement aircraft within 5 hours following scheduled departure time. Member shall be advised of any such changes as soon as that information becomes known to CFG.
- 7. **Additional Costs.** Member agrees that the price quotation may include estimates for certain flight related cost items. Notwithstanding any such estimate, Member is responsible for and agrees to pay the actual amount of all such flight-related cost items including, but not limited to, over-flight permits, landing charges, aircraft de-icing, wifi/broadband usage, hangar rental, FBO charges, facility after-hours charges, catering costs, flight phone, customs fees, ground transportation, crew trip expenses, and other similar out-of-pocket expenses relating to the service provided, should these amounts differ from the original cost estimates. If a change in the original Charter Confirmation is requested by Member and agreed to by CFG, or is necessitated by Member’s actions or is required for safety as determined by the Charter Operator, then the actual amount owed by Member may differ from the original quotation and Member agrees to have such additional amount deducted from the Member Aviation Account. Member further agrees that CFG may charge an additional fee of 20% of such expense items for administrative costs incurred in connection with handling of the above referenced expense items.
- 8. **Hangar and De-Icing Charges.** If the Charter Operator determines, in its sole discretion, that it is prudent to use an aircraft hangar to avoid de-icing charges and/or inclement weather, Member will pay the actual cost of such hangar charge or rental. In the event the pilot-in-command of the aircraft determines that aircraft de-icing is appropriate before a flight, including a positioning flight to Member’s selected departure location, Member shall be responsible for the cost of such de-icing. In addition, all de-icing events shall be subject to a \$500 exterior cleaning fee. If Member refuses to accept financial responsibility for all de-icing charges and exterior cleaning fee, the flight(s) will be deemed cancelled by Member and will be subject to a cancellation fee of 100%, which will be deducted from the Member Aviation Account by CFG.
- 9. **FBO Selection.** All fixed base operators (FBOs) will be selected by the Charter Operator and/or CFG and listed on the Flight Confirmation. If Member requests a different FBO, additional charges may apply.
- 10. **Catering and Ground Transportation.** Member agrees that any catering and ground transportation requested by Member and arranged by CFG shall be subject to a 20% administrative charge, less complimentary allowances as determined by Member Benefits and participating program level. Cancellations will be subject to a cancellation fee of 100%.

- **11. Cancellation Charges.** Some flights, and in particular, international flights, require extensive planning in advance of the flight and CFG may have to pay substantial non-refundable fees in advance for services, including, but not limited to, aircraft handling services, international permits, crew airline tickets and crew hotel rooms. Member agrees to be responsible for such fees in addition to the cancellation policies set forth below.
 - a. Domestic Flight Cancellation.** Domestic one-way flights, including multi-leg one ways, and international one-way flights are completely non-refundable. Domestic round-trip flights are subject to a cancellation charge up to 100% of the charter amount if cancelled within three days of scheduled departure. The amount of the cancellation charge, if any, will be at CFG's discretion and will be based, among other factors, on the amount of the cancellation charge assessed by the air carrier.
 - b. International Flight Cancellation.** International one-way flights, including multi-leg, one way flights are completely non-refundable. International round trip flights are subject to a cancellation charge up to 100% of the charter amount if cancelled within four days of scheduled departure. The amount of the cancellation charge, if any, will be at CFG's discretion and will be based, among other factors, on the amount of the cancellation charge assessed by the air carrier.
 - c. Peak Travel Day Cancellation.** All travel that includes departure or arrival dates on peak travel days are subject to a 100% cancellation charge. Peak travel days are defined as all US Federal Holidays and including seven days before and after said holiday.
 - d. Miscellaneous Cancellations.** Members are also subject to a 100% cancellation fee as set forth below in paragraphs 12 through 17, inclusive.
- **12. No Show Policy and Member Delays.** A Member no-show will be charged the full amount of the charter price. If Member is one (1) hour late for a scheduled departure and has not notified CFG of the delay, Member will be considered a no-show and the Charter Operator may elect to depart, the flight(s) will be deemed to have been cancelled by Member, and neither CFG nor the Charter Operator will have any further responsibility or liability to Member. If Member notifies CFG, in advance, of that Member's arrival will be delayed but that Member will arrive within one (1) hour after the originally scheduled departure, CFG and/or the Charter Operator will make commercially reasonable efforts to delay the departure and such rescheduled departure time will become the new scheduled departure time. Member understands, acknowledges and agrees that a delay in departure may not be possible due to factors such as legally required crew duty time limitations and aircraft scheduling. Member shall be responsible for any additional charges required to return the aircraft to its originally scheduled itinerary and also shall be responsible for any charge for any substitute aircraft that Member may request. As a result of either a no-show or Member delay, Member may be responsible for additional crew travel or overtime charges as well as aircraft waiting time charges of \$500 per hour for each hour or fraction thereof that the aircraft remains on standby awaiting Member's arrival.
- **13. Baggage.** Neither CFG nor the Charter Operator is responsible for shipping excess or rejected baggage. If Member tenders baggage that cannot be properly stored in the aircraft's designated baggage area or which exceeds the allowable weight for baggage, CFG will take commercially reasonable steps to assist Member in shipping such items at Member's sole expense. In the event Member rejects the scheduled aircraft because of baggage capacity, Member will be deemed to have cancelled the flight(s) and will be subject to a cancellation fee of 100%.

- **14. Documentation and Security.** All passenger information, including full legal names and birth dates, must be provided to CFG at least 24 hours before departure for domestic flights and 72 hours before departure for international flights. A valid government-issued ID is required for any passenger over 18 years of age. In the event any Member-supplied security information or travel documentation is in error or invalid, Member is solely responsible for any governmental fines or penalties. Member acknowledges and agrees that any discrepancy in passenger information or documentation may cause departure delays or flight cancellations which are the sole responsibility of Member. If any passenger under the age of 18 is traveling with only one parent or legal guardian, the other parent or legal guardian must submit to CFG, at least 72 hours before departure, a notarized statement authorizing the travel and releasing CFG and air carrier from any liability.

Failure of Member to provide passenger information as required or any failure of a passenger to present to the crew a valid government-issued ID or any required travel shall be consider a flight(s) cancellation by Member and be subject to a 100% cancellation fee.
- **15. Pets.** Pets will not be allowed on charter flights unless requested in advance by Member and approved in writing by CFG. If transportation of a pet is approved, Member agrees to be liable for any cleaning costs incurred or aircraft damage caused by the pet. If Member arrives at the airport with a pet and has not previously requested and obtained prior approval of pet transportation, the flight may be cancelled and subject Member to a 100% cancellation fee.
- **16. Weapons.** CFG must be notified at time of booking if weapons are to be carried on a charter flight. For domestic flights and flights to Canada, certain firearms are permitted onboard as long as they are transported in accordance with applicable regulations of the United States Transportation Security Administration (TSA) and/or Transport Canada (TC). Failure to provide CFG with the required advance notice of the carriage of weapons may result in a flight cancellation and subject Member to a cancellation fee of 100%. Carriage of undeclared weapons may result in fines or penalties levied by TSA and/or TC. Member agrees to indemnify and hold harmless CFG and any Charter Operator for such fines or penalties.
- **17. Hazardous Materials.** The air carriers used by CFG generally are not approved to transport dangerous good or hazardous materials (e.g., explosives, munitions, flammable articles, illegal drugs), with the exception of certain allowed items. A list of such allowed items is available from CFG upon request. No baggage or goods will be carried when, in the judgment of the pilot-in command, such goods or baggage (a) might endanger the aircraft, persons or property; (b) might be likely to be damaged by air carriage; (c) are unsuitably packaged for transport; (d) are improperly or inadequately labeled; or (e) the carriage of such goods or baggage might violate the regulations of any country, state, or region flown into, out of or over. Failure to notify CFG of any proposed transportation of hazardous materials may result in flight cancellation and subject Member to a 100% cancellation fee.
- **18. Safety of Operation.** Member hereby acknowledges and agrees that the Charter Operator(s) and/or their pilots will be solely responsible for all decisions regarding safety determinations with respect to the commencement, operation and termination of flights. Member shall indemnify and hold CFG, and its members, employees, attorneys, consultants, agents and/or affiliates, harmless against any and all damages, losses, liability, suits, actions, demands, causes of actions and proceedings, together with expenses related thereto, sustained by Member as a result of or arising out of the actions of third-party air charter carriers, including CFG vendors, agents, associates, assigns and employees, with regard to safety of charter air travel for Member.

- **19. Acknowledgment of Responsibility for Operations.** Member acknowledges and agrees that CFG is acting solely as a broker, that CFG is not an air carrier, and CFG is not operating the on-demand air carrier flights in question. Member authorizes CFG to arrange for on-demand air carrier flight(s) as requested by Member. Member understands and agrees that the on-demand air carriers providing air transportation to Member have sole responsibility, liability, and control of all aspects of the aircraft charter services being provided, including without limitation, aircraft availability and pricing, the commencement, continuation and termination of on-demand flights, the operation, regulation, and condition and safety of the flight, passengers, baggage, cargo and other people and events associated with Member's air travel, such as crew performance and catering services. Member agrees it will timely provide CFG with any information required by the Charter Operator, including, without limitation, the names and passport information of all prospective passengers. In the event the Flight Confirmation or itinerary includes one or more destinations outside the United States, Member shall be solely responsible for obtaining any required travel documentation for all passengers, including, without limitation, valid passports and visas.
- **20. Damage or Excessive Wear.** Member agrees to be solely responsible for and indemnify CFG against any costs resulting from damage or excessive wear to an aircraft as the result of the actions of Member, Member's passengers or Member/passenger baggage, ordinary wear and tear excluded. Such costs may include the cost of loss of use of the aircraft while repairs are made.
- **21. Smoking.** Smoking is not permitted on any charter flights without the prior written approval from CFG. If smoking is approved, Member agrees to be responsible for the cost of any additional cleaning fees for the aircraft.
- **22. Force Majeure.** CFG will not be deemed to be in breach of its obligations hereunder or be liable for any delay, cancellation, or damage arising, in whole or in part, from any act of God, acts of nature, acts of civil or military authority, strike or labor dispute, crew rest, mechanical failure, lack of essential supplies or parts or for any cause beyond the direct control of CFG or the Charter Operator.
- **23. Damages.** (a) Neither the air carriers CFG selects and/ or associates with on behalf of Member nor CFG itself shall have liability or responsibility for delay, cancellation or failure to furnish any service to be provided when such failure is caused by mechanical difficulty, weather conditions, airport time slots, acts of God, war, civil commotion, strikes or labor disputes, government regulation, law, rule or authority, or any causes beyond their reasonable respective control. (b) Member assumes all liability and responsibility for safety, schedule, baggage, cargo, business and personal activities and financial ramifications, if any, associated with Member's air reservations and travel arranged by CFG and performed by third-party air charter carriers. (c) Member and its agents, guests, passengers or any employees, if applicable, shall not engage in or possess any substance or allow any cargo to contain any substance which may result in the seizure or forfeiture, or unsafe operation of the aircraft used in the charter contracted by Member by CFG. Any damages, including without limitation, fines, penalties or forfeitures, incurred by or imposed upon CFG and/or its third-party air charter carriers as a result of Member engaging in prohibited acts shall be borne by Member. (d) CFG makes no representations or warranties of any kind, either express or implied, as to any matter related in any manner to implied warranties of fitness for a particular purpose, merchantability or otherwise. (e) If Member's itinerary involves an ultimate destination or stop in a country other than the country of departure, the Warsaw and Montreal Conventions may be applicable and such Convention(s) govern, and in most cases limit, liability for death or personal injury and for loss of or damage to baggage. (f) Member shall indemnify and hold harmless CFG, its

affiliates and all of their officers, directors, employees, legal representatives and other agents, successors and assigns (the "Indemnified Parties") from and against any and all liabilities, losses, damages, penalties, costs and expenses on account of any claim, suit, action, demand, proceeding or anything of a similar nature made or brought against any of the Indemnified Parties as a result of the services performed hereunder on its behalf. (g) MEMBER AGREES THAT IN NO EVENT WILL ANY OF THE INDEMNIFIED PARTIES BE LIABLE TO MEMBER AND/OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, FOR ANY LOST PROFITS OR LOST OPPORTUNITY, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF CFG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (h) MEMBER AGREES THAT THE AGGREGATE LIABILITY OF ALL OF THE INDEMNIFIED PARTIES, TAKEN AS A WHOLE, ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, INDEMNITY, TORT, OR OTHERWISE) IN ANY WAY CONNECTED TO MEMBER'S USE OF V1 JETS' SERVICES WILL NOT EXCEED TEN PERCENT OF THE AMOUNT PAID BY MEMBER FOR THE FLIGHT OR FLIGHTS IN QUESTION. (i) NONE OF THE INDEMNIFIED PARTIES WILL HAVE ANY TORT, CONTRACT OR ANY OTHER LIABILITY TO MEMBER AND/OR ANY THIRD PARTY FOR ANY LOSSES INCLUDING BUT NOT LIMITED TO ORDINARY OR DIRECT DAMAGES ARISING IN CONNECTION WITH MEMBER'S USE OF ANY THIRD PARTY SERVICES ARRANGED OR OTHERWISE PROCURED HEREUNDER OR THE ADEQUACY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE OR CONTINUED AVAILABILITY OF ANY SUCH SERVICES. (j) MEMBER WILL INDEMNIFY AND HOLD HARMLESS EACH OF THE INDEMNIFIED PARTIES AGAINST ANY LOSS, DAMAGE OR EXPENSE INCURRED BY ANY OF THEM BY REASON OF ANY ACTION OR OMISSION OF MEMBER, ITS EMPLOYEES, REPRESENTATIVES, AGENTS AND/OR GUESTS, AND ANY OF THEM. MEMBER AGREES TO PAY FOR ANY DAMAGE TO THE CHARTER AIRCRAFT CAUSED BY MEMBER, AND/OR MEMBER'S EMPLOYEES, REPRESENTATIVES, AGENTS AND GUESTS, AND ANY OF THEM AS WELL AS FOR ANY PETS OR OTHER LIVING CREATURES BROUGHT ONTO ANY SUCH AIRCRAFT THIS AGREEMENT IS SUBJECT TO ALL APPLICABLE RULES REGULATIONS, APPROVALS AND CERTIFICATIONS IN EFFECT FROM TIME TO TIME INCLUDING, BUT NOT LIMITED TO, THOSE PROMULGATED BY THE FEDERAL AVIATION ADMINISTRATION WHICH NOW OR HEREAFTER MAY BE IMPOSED.

- **24. Lack of Representations and Warranties.** Neither CFG nor any of its officers, directors, employees, agents, representatives and affiliates makes any representations or warranties of any kind, either expressed or implied, as to or regarding (i) any air carrier or other third party providing services arranged by CFG pursuant to this Agreement or (ii) any aircraft used or operated by any such air carrier. Each of CFG and its officers, directors, employees, agents, representatives and affiliates hereby disclaims all other representations and warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose or arising out of course of dealing, course of performance or usage in trade.
- **25. Governing Law.** The Membership Agreement shall be governed by and construed in accordance with the law of the State of Florida without reference to the conflict of laws principles thereof.
- **26. Consent to Jurisdiction.** Any action or other proceeding arising directly, indirectly, or otherwise in connection with, out of, related to, or from the Membership Agreement, any breach thereof, or any transaction covered thereby, shall be resolved, whether by arbitration or otherwise, within the State of Florida. Accordingly, Member consents and submits to the personal jurisdiction of the federal and state courts and any applicable arbitral body located within the State of Florida. Any such action or proceeding brought by either party to enforce any right, assert any claim, or obtain any

relief whatsoever in connection with the Membership Agreement shall be brought by such party exclusively in the federal or state courts, or if appropriate before any applicable arbitral body, located within the State of Florida. Member hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which Member may now or hereafter have to the laying of venue of such proceeding brought in such a court or arbitral body and any claim that any such proceeding brought in such a court or arbitral body has been brought in an inconvenient forum. Member will indemnify CFG and each of its officers, directors, employees, agents and affiliates against, and hold each of them harmless from, any liabilities, losses, claims, costs, damages, penalties, fines, obligations, or expenses of any kind whatsoever (including, without limitation, reasonable attorneys', accountants', consultants' or experts' fees and disbursements) that may be imposed on, incurred by or asserted against any of them or that may otherwise arise out of acts performed or omitted, in connection with the provisions of this Standard Terms and Conditions or the Membership Packet, as the same may be amended, modified or supplemented from time to time in accordance herewith or therewith by any of CFG, its officers, directors, employees, agents and/or affiliates, or any of them, except for any liability or expense directly arising out of the gross negligence or willful misconduct of CFG.

- **27. Optional Arbitration.** Notwithstanding anything contained in the Membership Agreement, the Membership Packet or herein to the contrary, CFG may in its sole discretion elect to submit any claims, controversies and/or disputes of any nature whatsoever arising out of or related in any way to the Standard Terms and Conditions, the Membership Packet or any breach or alleged breach hereof or thereof, and whether initiated by CFG or Member, to binding arbitration in the State of Florida and Member agrees to be irrevocably bound by any such election made by CFG. The arbitration shall be conducted before one arbitrator pursuant to the commercial arbitration rules then in effect of the American Arbitration Association, applying the laws of the State of California. Any award rendered in the arbitration shall be final and binding, and judgment may be entered on it in any court having jurisdiction to do so.
- **28. Entire Agreement.** The Membership Agreement, including the schedules, exhibits and attachments thereto, together with these Terms and Conditions and the Membership Agreement incorporated by reference herein, collectively contain the entire agreement of the parties with respect to Member's membership and supersede all existing and all other communications (oral, written or in any other form) between Member and CFG (and its officers, directors, employees, representatives, agents and affiliates) concerning this subject matter. Member acknowledges that he or she has not been induced to enter into the Membership Agreement by any representation or warranty made by or on behalf of CFG and not set forth in such Agreement. Notices hereunder shall be deemed to have been given as of the date so delivered, e-mailed, faxed or mailed.
- **29. Partial Invalidity.** If any provision of the Membership Packet (or any portion thereof) is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of such Agreements will not in any way be affected or impaired thereby and shall be carried out as if such invalid provision were not contained therein.

- 30. **No Waiver.** No provision of, right, power or privilege under the Membership Packet shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of any party, its agents or employees, but only by an instrument in writing signed by an authorized representative of such party. No waiver by any party of any breach or default of any provision of the Membership Packet by the other party shall be effective as to any other breach or default.
- 31. **Assignment.** Without the prior written consent of CFG, Member shall not assign, delegate or transfer the Membership Agreement or any of Member's rights, duties, obligations or interests thereunder, nor shall any right of Member to any benefit or payment thereunder be subject to any manner of alienation or assignment. CFG may assign, delegate or transfer this Agreement and all of its rights and obligations under the Membership Packet to any business entity controlled by CFG or which at any time by merger, consolidation or otherwise acquires all or substantially all of the assets or business of CFG or to which CFG transfers all or substantially all of its assets or business. Upon such assignment, delegation or transfer any such business entity shall be deemed to be substituted for all purposes for CFG hereunder.
- 32. **Headings.** The headings in these Terms and Conditions are intended for convenience of reference and will not affect their interpretation.
- 33. **Notices.** Notices to Member shall be made to the last known address on the records of CFG or any other address CFG reasonably believes to be a current or proper address. Notices to CFG shall be made to its then current Florida office, to the attention of the Managing Members of Jet Genius Florida Holdings Inc.

Membership Benefits

	Hourly
Turbo Prop	\$3,700
Light Jet	\$5,200
Midsized Jet	\$6,800
Super Midsized Jet	\$8,500
Heavy Jet	\$11,800

	50K	100K	250K	500K
Term Period	non-expiring	non-expiring	non-expiring	non-expiring
Upgrade Eligibility	always	always	always	always
Complimentary Catering Allowance	-	\$150 / trip	\$250 / trip	\$350 / trip
Free Jet Class Upgrade	-	up to 1	up to 2	up to 4
Fuel Surcharge	7%	5%	3%	2%
Peak Day Premium	12%	10%	7%	5%
Minimum Daily Flight Time	2 hours	2 hours	1.75 hours	1.5 hours

WIFI ENABLED only on Super Midsized and Heavy Jets, and only for our 250K and 500K memberships. For all other memberships and jet sizes, it is based upon availability.

† Ask your sales representative for additional benefits available for our \$1M+ program

<p>Turboprop</p>	<p>King Air (90, 100, 200, 250 300, 350) Pilatus PC12 Piper Cheyenne TBM (700, 850) Or similar turbine-driven aircraft seating 6 passengers. Exceptions will be made whenever possible but not guaranteed.</p>
<p>Light Jet</p>	<p>Hawker 400XP Beechjet 400A Citation (Encore, Encore +, Bravo, CJ1, CJ2, CJ3, CJ4, V, Ultra) Lear (31, 35, 40, 45) Premier I Phenom 300 Or similar jet aircraft seating 6 passengers. Exceptions will be made whenever possible but not guaranteed.</p>
<p>Midsized Jet</p>	<p>Hawker (800XP, 850XP, 900XP) Citation (Excel, XLS) Gulfstream (100, 150) Lear (60, 60XR) Or similar jet aircraft seating 7 passengers. Exceptions will be made whenever possible but not guaranteed.</p>
<p>Super Midsized Jet</p>	<p>Citation (Sovereign, CX) Falcon (20, 50, 50EX) Hawker 1000 Gulfstream (G200, G280) Challenger (300, 350) Or similar jet aircraft seating 8 passengers. Exceptions will be made whenever possible but not guaranteed.</p>
<p>Heavy Jet</p>	<p>Gulfstream (IV, IV-SP) Falcon (2000, 2000EX, 2000DX, 2000EAsy, 900, 900DX, 900EX, 900Easy) Challenger (601, 604, 605, 850) Embraer Legacy (600, 650) Or similar jet aircraft seating 10 passengers. Exceptions will be made whenever possible but not guaranteed.</p>



Membership Packet Agreement

“Agreement” collectively means this Agreement, the Membership Benefits document, the Aircraft Classifications document, the Membership Agreement, the Standard Terms and Condition, and any schedules and exhibits attached hereto,

“Member” as the undersigned below,

“CFG” as Jet Genius Florida Holdings, Inc DBA Charter Flight Group, a corporation located at 5525 NW 15th Ave # 200, Fort Lauderdale, FL 33309,

Member and CFG collectively known as “Parties”.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the data and year set forth below.

Jet Genius Florida Holdings, Inc

Date _____

Authorized Representative Name _____

Authorized Representative Title _____

Authorized Representative Signature _____

Member

Date _____

Member Name _____

Member Signature _____