

Fix&Flex Program Business City

Membership Terms and Conditions

of

GlobeAir AG, AOC A-121, Polytecstr. 1, AT-4063 Hörsching, FN 293.097a, an Austrian business aviation operator
- referred to as GlobeAir –

I. Preamble

GlobeAir is an Austrian aircraft charter company which offers and operates charter flights to destinations throughout Europe. The Customer wants to use GlobeAir's services on a preferred basis and therefore agrees on these Membership Terms & Conditions and pays in advance an amount as Membership Investment Fee. The customer furthermore pays, when flying the preferred agreed hourly flight price only.

II. Subject, Details & Definitions

1. Upon signing the agreement (Fix&Flex Program Membership Agreement) and payment entered on GlobeAir's account, the customer will be entitled to obtain the benefits and pricing on a Cessna Citation Mustang agreed inside Fix&Flex Program Membership Agreement.
2. Definitions
 - a. Daytrip flights
is a flight departing from airport A with destination airport B and returning back to origin departure airport A on the same day [between 06:00 and 22:00 (between 22:01 and 05:59 shall be subject to overnight charges), all times mentioned are local time airport A]; no overnights; all suitable airports inside Europe;
 - b. Roundtrip flights
is a flight departing from airport A with destination airport B and returning back to origin departure airport A. Any overnight fees will be charged according Fix&Flex Program Membership Agreement each; any standby fee will be charged additionally; all suitable airports inside Europe;
 - c. One way flights
is a flight departing from airport A with destination airport B and no more further flights; all airports inside Europe;
 - d. Multi-leg flights
is a flight departing from airport A with destination airport B and continuing to destination airport C; returning back to origin departure airport A or ending at final destination airport; Any overnight fees will be charged according Fix&Flex Program Membership Agreement each; Any standby fee will be charged additionally; all airports inside Europe;

e. Flight Time

The flight time is defined by GlobeAir on the flight confirmation the customer receives and confirms. This flight time might be rounded-up to full 5 minutes interval each leg;

f. Membership Investment

Membership investment granting charter conditions according Fix&Flex Program Membership Agreement on Mustang;

g. Leg

One flight departing at airport A and landing at airport B;

Can also be part of a round trip;

Example: roundtrip Paris-Geneva-Paris; 1st leg = Paris to Geneva, 2nd leg = Geneva to Paris;

h. Business Cities

Listed inside Fix&Flex Program Membership Agreement which are considered as the business cities applicable for this program;

i. GlobeAir Network

Geographical area inside the two blue circles as shown in Annex C;

j. Zone 1

Limited geographical area between red and blue circle, as shown in Annex C;

k. Zone 2

Limited geographical area between orange and red circle as shown in Annex C;

l. Residual Value

The Residual Value is the amount of Membership Investment that remains, when the contract will be terminated by either party before expiration. Total Membership Investment minus consumed flight hours, one flight hour therefore represents an equivalent membership investment of EUR 1.000 each;

Example: The customer booked and paid charter flights on the aircraft at the amount of 10 hours; in that case the remaining portion is 40 hours, therefore $EUR\ 50.000 - EUR\ 10.000 = EUR\ 40.000$ is residual value;

m. Payback Guarantee / Period

Percentage listed inside Fix&Flex Program Membership Agreement of the residual value will be refunded back to the customer in case of termination of the agreement by the customer stipulated in point IV.7. within a period up to maximum stipulated inside Fix&Flex Program Membership Agreement after signature at the customer's request. Example: The customer contracted Fix&Flex Program with a Membership Investment of EUR 50.000. The customer booked and paid charter flights on the aircraft at the amount of 20 hours, after 20th flight hour customer terminates the contract within six months. In such case the consumer receives EUR 22.500 back which is representing 75% of EUR 30.000 residual value;

- n. De-icing insurance
Offers the possibility to protect the customer himself against high costs of the de-icing operation of the aircraft in case of marginal weather limitations and de-icing is operational required for flight safety, i.e. freezing fog; if the insurance is not contracted, each de-icing of the aircraft will be invoiced separately at cost described in GlobeAir General Terms and Conditions post flight;
 - o. Overnight / Overnight Fee
is the time period between 22:01 after any arrival and any departure after 05:59 at the airport of the flight booked of the customer where the aircraft is standby waiting overnight for the customer; all times mentioned are local time airport; any overnight will be charged at overnight fee listed inside Fix&Flex Program Membership Agreement each;
 - p. Flying Days
A flying day is a 24 hour period commencing at the scheduled departure time of the first leg of the trip. Each flying day shall be deducted from the package allowance. When a subsequent leg's departure time occurs after 24 hours from the first legs departure time but less than 36 hours a ½ day shall be deducted, a full day shall be deducted if the departure time is 36 to 48 hours after. Upon expiry of all flying days if the customer has residual hours to consume the customer has the option to buy additional flying days at EUR 1,750/day until all hours have been consumed.
 - q. Last Minute Change
Any change by the customer of more than 4 hours of departure time stated at the flight confirmation of the booked flight of the client within 24 hours
3. Minimum flight time charged: 60 min per leg, flight time is agreed on the flight confirmation issued by GlobeAir and countersigned by the customer
4. Basic handling and landing fees: Included (except as noted in items II.5., II.6. and II.7.). GlobeAir has established partnerships with specific suppliers at most airports, in the event the client wishes to use a different handling, an extra charge of EUR 100 per leg will occur.
5. Airport opening hours extension fees, weekend surcharges, night surcharges and operational required fire category upgrade will be charged additionally at cost

6. Airport taxes and fees up to EUR 350 are included. Where the fees exceed this amount the customer shall be billed the difference. Examples of known airports where fees exceed this amount are (the list is not exhaustive):

Switzerland: Altenrhein, CH (LSZR), Samedan, CH (LSZS)

France: Chambéry, FR (LFLB), La Môle, FR (LFTZ), Paris International Airports (LFPG, LFPO)

Germany: Frankfurt International, GE (EDDF)

UK: London International Airports (EGLC, EGSS, EGWU, EGLL, EGGW, EGLF, EGKK)

Italy: Salerno, IT (LIRI)

All airports: in Russia, in Ukraine

7. The cost of Fuel is part of the variable fee. However, at some airports fuel costs can be significantly higher due to local taxation regulations. In such cases the difference in fuel charges shall be billed. Examples of known airports where fuel prices are well above the average:

Buochs (LSZB)

Grosseto (LIRS)

La Môle, FR (LFTZ)

Salerno, IT (LIRI)

Samedan, CH (LSZS)

Small airports

8. Catering will be provided at no costs at quality and quantity stipulated in Fix&Flex Program Membership Agreement; additional catering can be provided and will be charged additionally at costs;

III. Payment terms and conditions

1. Membership investment should be wired within 14 days after execution and signature of the agreement and at least before first flight booked.
2. This agreement entitles the customer to use any jet of GlobeAir's Cessna Citation Mustang fleet. Details of the aircraft can be found on GlobeAir's website www.globeair.com. GlobeAir is free to choose the suitable aircraft and crew for the confirmed trip.
3. Monthly flown trips shall be invoiced by the 5th of the subsequent month. Invoice is due within 10 days. These invoices can be paid either with wire transfer, cash or credit card. In case of payment by credit card additional fees will be added on top: American Express at 5% of total payment amount listed on the invoice, all other credit cards at 3%.

IV. Procedures and services

1. For all required trips, the booking and confirmation procedure should be as follows:
 - a. When the customer intends to use GlobeAir's services, a request shall be made providing details of the proposed itinerary. GlobeAir will quote the itinerary based on contract rate and will send the flight details after client's written confirmation;
2. Included services
 - a. All taxes (except as noted in items II.5., II.6. and II.7.), standard airport- handling and landing fees, basic Fix&Flex catering;
 - b. Preferred price on limousine transfer stipulated in Fix&Flex Program Membership Agreement;
 - c. Preferred price on extra handling fees stipulated in Fix&Flex Program Membership Agreement;

Preferred or additional services listed inside Fix&Flex Program Membership Agreement are available to the customer when the request is done at least 6 hours in advance. Within time windows listed in Fix& Flex Program Membership Agreement of confirmed take-off time GlobeAir will attempt to fulfil the customer's request; however aircraft availability cannot be guaranteed;

3. Excluded services
 - a. De-Icing when the insurance has not been contracted, airport fees and taxes at airports listed at point II.5., II.6. and II.7.; additional VIP catering, VIP lounges at airports when not provided as standard service;
4. Contract Duration stipulated in Fix&Flex Program Membership Agreement or complete use of the membership investment.
5. Low membership investment residual value: If the membership investment does not cover the full flight time, the customer is allowed to benefit of the same conditions in his program for the last requested trip. Every flight time beyond agreed volume stipulated inside Fix&Flex Program Membership Agreement, will be charged on an invoice at an one time membership fee of EUR 1.000 per flight hour plus flight price agreed inside Fix&Flex Program Membership Agreement (e.g. the customer already used 49.5 hours, needs a round trip of total two hours: so he will receive an invoice at EUR 1.500 and two hours at agreed variable flight price per hour.
6. GlobeAir will provide to the customer a monthly statement of his account issued with the monthly invoice or upon anytime the customer requires it.
7. Contract Termination: The contract may be terminated within period stipulated inside Fix& Flex Program Membership Agreement after signature at the customer's request and GlobeAir will refund to the customer the percentage stipulated inside Fix& Flex Program Membership Agreement of the residual value (membership investment residual value).

8. Premature Redemption: GlobeAir has the right to terminate the contract at the end of (every) month, when the performance of the contract could not be fulfilled by GlobeAir for whatever reason (e.g. increasing fuel prices, tax hike etc). Only in that case of termination, GlobeAir will refund the full residual value as defined in point II.2.I. to the customer.

V. Final provisions

1. The Customer and GlobeAir assign each one representative authorised to discuss matters contained in this agreement (see Fix& Flex Program Membership Agreement).
2. The general terms and conditions for all GlobeAir charter flights can be found on GlobeAir's company website.
3. Any amendments to these Membership Terms and Conditions shall be void unless made in writing in the form of an annex counter-signed by either party.
4. Any disputes arising out of terms and conditions shall be resolved by the competent general court closest to GlobeAir's headquarters.
5. In matters not regulated herein, the relevant provisions of the Civil Code and other relevant provisions of Austrian law shall be applied.

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Fix&Flex Programme Membership Agreement

“Sample Contract”

between

GlobeAir AG, AOC A-121, Polytecstr. 1, AT-4063 Hörsching, FN 293.097a, an Austrian business aviation operator

- referred to as GlobeAir –

and

- referred to as Customer -

GlobeAir and Customer agree on the following membership conditions:

Agreement Item	Fix&Flex Adventurer
Right of Use of Total Flight Hours	Flight Hours
Programme fee	EUR
Flight Price	EUR per flight hour
One-way Flight Price	EUR per flight hour
Minimum Flight Time Charge	1h (=60min) per Leg
Flight Time PreFlight Calculation	Round up to 5 Minutes Intervals
GlobeAir Hubs (<i>Departure / Arrival</i>)	Rome LIRA – London EGKB
Granted Aircraft Availability	48h hours before confirmed take-off
Additional Agreement Users to (<i>subject to authorisation</i>)	Partner, Colleague, Family, Customers
De-Icing Insurance (<i>if ordered</i>)	EUR 150 per Leg
Price of “Empty-Leg” Use	EUR 499 per Passenger
Overnight Fee	EUR 600 per Night (22:01 – 05:59)
Discount on additional service requirements	5%
Payback Guarantee / Payback Period	70% of Residual Programme Fee /3 Months
Expiration of Agreement	24 months after date of execution
Inflight Catering	Snacks and drinks
Last Minute Change Fee – first departure time (of total trip) changed by more than 4 hours of confirmed take-off time	EUR 1.000 at Hubs EUR 2.000 inside Grey Network/ Black Zone EUR 2.500 inside Red Zone
Departure/Arrival Fee for first or/and last leg for airports not being one of the listed Departure Hubs (one the highest invoiced per booking-if required)	EUR 0 for GlobeAir Hubs EUR 500 in Grey Network (Basel) EUR 1.500 in Black Zone EUR 2.500 in Red Zone
Cancellation Policy (<i>before confirmed take-off time</i>)	between 7 days and 48 hours 23%; between 48 hours and 24 hours 48%; less than 24 hours 73% of confirmed Flight Price for the total trip

GlobeAir Network**Membership Account Manager Contact Details:**

Customer Care Team 24/7 phone: +43 7221 72740 email: customer care@globeair.com

Customer Contact Details:

Mr. phone: email:

By signing this contract, the customer accepts all following listed documents which are substantial binding part of this Fix&Flex Programme Membership Agreement.

1. Fix&Flex Program Membership Agreement