Terms and Conditions

Date: 03.09.2026

1. INTRODUCTION

1.1. Haute Aviation AG is a private limited company incorporated under the laws of Switzerland, and has its registered office at Grafenaustrasse 7, 6300 Zug, Switzerland (**Haute Aviation**). Haute Aviation provides for a Swiss Operating License (CH.AOC.BB.1057) and a Swiss Air Operator Certificate (CH.AOC.1057) and operates aircraft for the carriage of passengers and their baggage by air (**Charter Flights**).

1.2. These Terms and Conditions shall apply to all Charter Flights operated or to be operated by Haute Aviation, or arranged for and subcontracted or to be arranged for and to be subcontracted by Haute Aviation and operated or to be operated by the carrier designated in the Charter Quotation (the **Carrier**), and to all offers, proposals and Quotations of Haute Aviation for such Charter Flights, regardless of whether the Charterer qualifies as a consumer or business. These Terms and Conditions shall also apply to Charter Flights arranged for by Haute Aviation and operated by a sub-carrier retained by the Carrier for the Charterer, and to all offers, proposals and Quotations of Haute Aviation relating to such sub-carrier Charter Flights. The terms and conditions of the Carrier and, if applicable, its sub-carrier shall apply in addition, and the Charterer authorises Haute Aviation to accept the Carrier's and, if applicable, the latter's sub-carrier terms and conditions as the Charterer's agent and on the Charterer's behalf.

1.3. In case of discrepancies between these Terms and Conditions and the Charter Quotation, the terms of the Charter Quotation shall prevail.

1.4. Any terms and conditions of the Charterer, whether or not contradictory to these Terms and Conditions, shall not apply to the provision of services by Haute Aviation, unless such terms and conditions have been agreed in writing by authorised signatories of Haute Aviation.

1.5. Any amendment to these Terms and Conditions must be in writing and signed by authorised signatories of Haute Aviation.

2. DEFINITIONS

Aircraft. The Aircraft referred to in the Charter Quotation, or any substitute Aircraft with which the Charter is performed.

Charter. The flight(s) described in the Flight Schedule.

Charter Agreement. The Charter Quotation duly signed by or on behalf of the Charterer together with these Terms and Conditions and the terms and conditions of the Carrier and the sub-carrier, if any.

Charter Price. The Charter Price specified in the Charter Quotation.

Charter Quotation. The Charter proposal or quotation provided to the customer by Haute Aviation detailing, among other things, the Carrier, the Flight Schedule and the Charter Price.

Charterer. The person, firm, company or legal entity on whose behalf the Charter Quotation is signed.

Convention. Any international convention that is applicable to the carriage of passengers on any flight performed or to be performed under the Charter Agreement.

Flight Schedule. The schedule for the flight or flights, indicating the place of departure, the place of destination and any stopping points, the estimated departure and arrival times and the number of passengers; as amended from time to time by mutual agreement, or for other reasons set forth herein.

3. CHARTER AGREEMENT

3.1. Haute Aviation will arrange for the Carrier (or the Carrier's sub-carrier, as the case may be) to perform the Charter for the Charterer with the Aircraft manned and equipped for the performance of the Charter, subject to the following conditions:

- Submission of a completed Charterer Information Sheet and completion of a credit analysis that is satisfactory to Haute Aviation;
- Receipt by Haute Aviation of the duly executed Charter Quotation and, where a downpayment is requested by Haute Aviation, receipt by Haute Aviation of the downpayment immediately after signing of Charter Quotation;
- Receipt by Haute Aviation of the total Charter Price at least 10 days prior to the scheduled departure time (unless a later payment time has been pre-approved by Haute Aviation in accordance with clause 4.2.3);
- Aircraft serviceability, availability and/or owner's approval (if required);
- All required permits (such as overflight and landing permits, etc.) and airport slots being obtained; and
- Any additional conditions stated in the Carrier or the Carrier's sub-carrier terms, if any.

3.2. Availability of a particular Aircraft is not guaranteed. If the Aircraft stated in the Charter Quotation becomes unserviceable or otherwise unavailable to carry out the Charter or any individual flight listed in the Flight Schedule, Haute Aviation and/or the Carrier shall be entitled (but for the avoidance of doubt, not obligated) to substitute it for any equivalent aircraft operated either by the Carrier or by a properly licensed substitute carrier subject to the Charterer's

Haute Aviation AG
Grafenaustrasse 7
CH – 6300 Zug

VAT No. CHE-495.619.134
E-MAIL fly@haute-aviation.com
PHONE +41 33 822 20 40
www.haute-aviation.com

prior approval (which shall not be unreasonably withheld). In the event that any flight is to be operated by a sub-carrier of the Carrier, any additional conditions of that sub-carrier shall apply.

3.3. If the Aircraft shall for any reason (whether before or after commencement of the Charter) become unavailable or incapable of undertaking or continuing all or part of the Charter, and the Carrier for any reason does not substitute the Aircraft, the remaining part of the Charter shall be cancelled. Haute Aviation shall, upon refund by the Carrier if and to the extent such amounts have already been paid by Haute Aviation to the Carrier, reimburse the amount paid by the Charterer in respect of the cancelled flight or flights, but shall not otherwise be under any liability to the Charterer.

3.4. The Carrier shall be entitled at any time to change the Flight Schedule or cancel the Charter due to safety, operational or technical reasons or due to weather conditions.

3.5. The Carrier is not and does not undertake any carriage as a common carrier (that would offer scheduled air service to the general public) nor does the Carrier accept the obligations of a common carrier and no such obligations shall be implied.

4. CHARTER PRICE AND ADDITIONAL COSTS

4.1. Charter Price

4.1.1. The Charter Price includes aircraft operating costs including crew, fuel and maintenance, air navigation, en route and approach charges, airport and handling fees, crew allowances, standard inflight catering (unless specified otherwise in the Charter Quotation) and refreshments, newspapers and magazines, passenger and cargo insurances and passenger taxes, crew accommodation and transport and charter commissions.

4.1.2. Any and all other costs are not included in the Charter Price and shall be paid by the Charterer to Haute Aviation in addition, unless otherwise stated in the Charter Quotation. In particular, but without limitation, the Charter Price excludes the following: any costs relating to trip extensions and modifications not covered by the Charter Quotation and delays, whether such changes to the Flight Schedule are based on Charterer and/or passenger requests, or due to safety, operational or technical reasons or weather conditions (excluding the costs of repairing the Aircraft, but including the costs of arranging for a replacement aircraft); costs arising from Charterer and/or passenger requests; increase in fuel price and other cost increases occurring after the date of the Charter Quotation; fuel and insurance surcharges; de-icing charges, weather related or other hangarage costs; airfield fire category upgrades; catering beyond standard; extraordinary cleaning costs; passenger transportation landside; access to VIP lounges and terminals; out of normal hours airport charges; communication charges using satcom or other means of communication.

4.1.3. In addition, the Charterer shall pay to Haute Aviation a 15% disbursement fee on all third-party services (except crew accommodation and transportation, and de-icing charges) not included in the Charter Quotation.

4.2. Payment

4.2.1. The Charterer shall pay:
The downpayment set forth with the Charter Quotation at the same time that the executed Charter Quotation is delivered to Haute Aviation;
The balance due on the Charter Price (plus VAT if applicable), any additional costs and fees in relation to the Charter that are not included in the Charter Price and any applicable cancellation fee and damages pursuant to clause 5 below; and,
An additional administration fee of 4% of all payments that are made by credit card.

4.2.2. Other than payment of the Charter Price, which is payable to Haute Aviation in accordance with clause 4.2.3 hereinafter, and payment of a downpayment, if applicable, which is payable to Haute Aviation in accordance with clause 3.1 above, and unless otherwise stated herein, all payments shall be made within 10 days of the date of Haute Aviation's invoice, in the currency specified therein and without deduction, withholding, set off or counterclaim, by wire transfer to the following bank account:

BANK: UBS Switzerland
SWIFT Code: UBSWCHZH80A
IBAN – CHF: CH76 0026 1261 1271 3601 L
IBAN – EUR: CH61 0026 1261 1271 3660 H
IBAN – USD: CH07 0026 1261 1271 3661 G

4.2.3. The Charter Price must arrive in Haute Aviation's account in full at least 10 days prior to the scheduled departure time. For Charters booked within 10 days before scheduled departure time, payment must be received in full within 5 days or such later time as Haute Aviation may agree to in writing, but in any case, prior to the scheduled departure time. Late or non-payment will constitute a repudiation by the Charterer of the Charter Agreement and will be treated as a cancellation, entitling Haute Aviation to receive a cancellation fee in accordance with clause 5.6 below; unless late payment is approved by Haute Aviation in writing, in which case Haute Aviation will be entitled to charge interest for late payment at the rate of 12% per annum starting from the due date through to the date on which payment of the relevant amount has been made in full.

Haute Aviation AG
Grafenaustrasse 7
CH – 6300 Zug

VAT No. CHE-495.619.134
E-MAIL fly@haute-aviation.com
PHONE +41 33 822 20 40
www.haute-aviation.com

4.2.4. Notwithstanding any other right of Haute Aviation stated herein, if the Charterer fails to pay an invoice by the due date, Haute Aviation may charge default interest of 12% per annum on the full invoice amount without further notice starting from the due date through to the date on which payment of the invoiced amount has been made in full. In addition, the Charterer shall fully indemnify and hold harmless Haute Aviation for further claims brought against, or incurred by, Haute Aviation due to such late payment by the Charterer.

5. CANCELLATION

5.1. In the event of cancellation of the Charter or any part of it by the Charterer before the Charter is scheduled to start, or in case of cancellation of the Charter in accordance with clause 11.8 of these Terms and Conditions, the Charterer shall pay and Haute Aviation shall be entitled to receive the following share in the Charter Price, or the proportion of the Charter Price attributable to the cancelled flight(s), as the case may be:

- 100% of the charter price if the flight is cancelled 24 hours prior to departure, or if the passengers have not arrived in time for the scheduled departure without prior approval of the Carrier (no-show).
- 80% of the charter price if the flight is cancelled 48 hours prior to departure.
- 60% of the charter price if the flight is cancelled 4 - 3 days prior to departure.
- 30% of the charter price if the flight is cancelled 5 days prior to departure.
- 15% from signature of contract.

5.2. If one or more individual flights listed in the Flight Schedule are cancelled after the Charter has begun, the cancellation fee shall always be 100% of the Charter Price.

5.3. The cancellation fees of the Carrier and, if and to the extent a sub-carrier is involved in the Charter, of the sub-carrier shall apply if higher.

5.4. Haute Aviation reserves the right to claim additional damages. Any balance remaining of any amounts already paid by the Charterer in terms of clause 4 above shall, upon refund by the Carrier if and to the extent such amounts have already paid by Haute Aviation to the Carrier, be reimbursed to the Charterer by the Carrier.

5.5. The time of receipt by Haute Aviation of the written cancellation notice shall be relevant to determine the applicable cancellation rate.

5.6. In case of cancellation of the Charter in accordance with clause 4.2.3 of these Terms and Conditions, 80% of the Charter Price will become payable.

6. UNUSED CAPACITY / EMPTY LEGS

6.1. The Carrier and/or Haute Aviation shall be entitled at its own discretion and without notice or compensation to the Charterer to use any empty capacity or any part of the Flight Schedule unused by the Charterer.

6.2. For the purposes of this clause 6.2, the term **Empty Leg** shall mean an empty sector and/or temporary base and/or linked flight from a previously booked charter (which is referred to as the **Principal Charter**). In the event of a charter of flight indicated as an Empty Leg, the continued availability of the Empty Leg for charter by any person other than the Charterer under the Principal Charter is subject to there being no cancellation of and no changes to the Principal Charter. If, after booking an Empty Leg, any changes to the flight schedule comprised in the Principal Charter shall result in the Empty Leg becoming unavailable, the Charterer of the Empty Leg shall be offered alternative arrangements, with revised pricing as applicable. The Charterer of an Empty Leg which becomes unavailable shall have no obligation to accept the alternative arrangements and if such alternative arrangements are not accepted within the notified validity period for acceptance, a full refund of fees and charges already paid, if any, will be offered by the Carrier. If, however, the alternative arrangements offered are accepted, as evidenced by the issue of a revised flight confirmation, these Terms and Conditions (including the cancellation charges set out in clause 5) shall apply to the flight(s) shown in the revised flight confirmation.

7. PROVISIONS RELATED TO CARRYING OUT THE CHARTER

7.1. The Charterer shall give to Haute Aviation and the Carrier all information and documentation reasonably requested by Haute Aviation and the Carrier, in particular relating to the intended flight schedule (departure and arrival times, places of departure and destination), number of passengers and their full names and addresses and copies of their passport or ID card.

7.2. The Charterer undertakes to distribute to all passengers (i) the Information Notice in Annex I hereto, and (ii) any passenger tickets furnished to it as Charterer by Haute Aviation or the Carrier for delivery to passengers; and to indemnify Haute Aviation and the Carrier for any damages and losses Haute Aviation and/or the Carrier may suffer as a result of any failure on the Charterer's part to deliver such Notice and tickets.

Haute Aviation AG
Grafenaustrasse 7
CH – 6300 Zug

VAT No. CHE-495.619.134
E-MAIL fly@haute-aviation.com
PHONE +41 33 822 20 40
www.haute-aviation.com

7.3. The Charterer shall be responsible for ensuring that each passenger is in possession of all necessary passports, visas, health certificates and other similar documents and for ensuring that passengers observe and comply with all laws, rules and regulations in relation to their carriage by air. Neither Haute Aviation nor the Carrier shall have any obligation to arrange for and ensure compliance by the Charterer and the passengers with any applicable entry, exit, tax, visa, customs, immigration, health or other formalities. Haute Aviation and/or the Carrier shall be entitled to refuse passengers who are subject to sanctions issued by any jurisdiction within which the Haute Aviation, the Carrier or any of their respective affiliates operate, or to which the Aircraft is designated to fly in accordance with the Flight Schedule.

7.4. Departure and arrival times indicated in the Flight Schedule are not guaranteed and form no part of the Charter Agreement. Haute Aviation shall cause the Carrier to use all reasonable endeavors to carry out the Charter in accordance with the Flight Schedule, but the Carrier shall be entitled to depart from the Flight Schedule in accordance with clause 3.4 hereof. Neither Haute Aviation nor the Carrier shall be required to compensate the Charterer and the passengers for damages and losses the Charterer and/or the passengers may suffer as a result of delay or cancellations due to such change in the Flight Schedule.

7.5. The Charterer shall be solely responsible for ensuring that all passengers and their baggage arrive at the check-in point not later than at the time indicated by Haute Aviation and/or the Carrier. Unless otherwise stated in the Charter Quotation, and depending on aircraft type and number of passengers, passenger baggage is limited to 20 kg per passenger (mixture of larger and smaller bags) and to baggage that may easily be loaded into the Aircraft. The Carrier and the pilot in command of the Aircraft have the right to refuse baggage that may be deemed to be a hazard to flight safety. Excess baggage will, at the Carrier's discretion, be left behind or sent onwards at the Charterer's sole risk and cost.

7.6. It is the Charterer's responsibility to ensure that dangerous goods are declared as per dangerous goods regulations and that goods are packaged and marked correctly according to the requirements of the competent authorities. Copies of the relevant regulations are available from the Carrier on request.

7.7. The pilot in command of the Aircraft shall have absolute discretion to refuse to carry any passenger, baggage and / or cargo, to decide what load may be carried on the Aircraft and how it shall be distributed within the Aircraft, to decide whether, when and how a flight may safely and legally be undertaken and where and when the Aircraft should be landed, generally as to all matters relating to the operation of the Aircraft. Any additional costs associated with such decisions of the pilot in command are to be borne by the Charterer.

7.8. Restrictive security measures are applied in certain airports. Airport officials may search baggage and confiscate items for security reasons. Neither Haute Aviation nor the Carrier can be held responsible for any items confiscated by any airport officials.

7.9. Unless mentioned otherwise in the Charter Quotation, smoking is not permitted on board the Aircraft.

7.10. While holding out, selling, providing, or arranging single entity charter air transportation to or from the United States, the Carrier's group aircraft operators may act either as foreign direct air carriers, or as air charter brokers classified as "foreign indirect air carriers" (as defined in 14 CFR Part 295) separately contracting with a direct air carrier or foreign direct air carrier. In some cases, the Carrier or an affiliate that is not a direct air carrier or foreign direct air carrier, may act as air charter broker acting either as bona fide agent of a Carrier's group aircraft operator or, if expressly authorised, as bona fide agent of the Charterer. In all cases, air services will be operated by a properly licensed direct air carrier or foreign direct air carrier, the corporate and trade names of which shall be disclosed by the Carrier.

8. LIABILITY

8.1. An air carrier's liability for the death of or bodily injury to passengers and damage to their baggage may be governed by the provisions of a Convention or other applicable mandatory laws.

8.2. Unless otherwise provided by applicable mandatory law, and subject to the limitations set out in this clause 7, Haute Aviation and the Carrier shall be liable only in the case of gross negligence or willful misconduct of Haute Aviation, the Carrier or their respective employees.

8.3. In no event shall Haute Aviation or the Carrier be liable to the Charterer and / or the passengers, whether in tort/delict (including negligence and breach of statutory duty), contract, misrepresentation or otherwise for any indirect or consequential damages and losses, special damage, punitive damages or economic loss, including but not limited to loss of profit, loss of use, loss of business and/or increased costs.

8.4. Without prejudice to the liability of an air carrier in respect of the carriage by air of passengers and cargo, neither Haute Aviation nor the Carrier shall have any liability to the Charterer for the death of or injury to any passenger occurring in connection with the Charter.

8.5. Neither Haute Aviation nor the Carrier accepts liability for third party service providers (whether retained by Haute Aviation, the Carrier or the Charterer) and their services nor for goods obtained from a third party and the Charterer hereby waives any rights it may have to hold Haute Aviation and/or the Carrier liable for such service providers, services and goods.

8.6. Neither Haute Aviation nor the Carrier shall be liable for any failure to perform, or delay in performing the Charter if such failure or delay is caused by or arising from force majeure or any other cause beyond their reasonable control.

Haute Aviation AG
Grafenaustrasse 7
CH – 6300 Zug

VAT No. CHE-495.619.134
E-MAIL fly@haute-aviation.com
PHONE +41 33 822 20 40
www.haute-aviation.com

8.7. The limitations of Haute Aviation's and the Carrier's liability set forth in this clause 7 shall apply also for the benefit of the respective employees, officers and directors of the Carrier and Haute Aviation and crew of the Carrier.

8.8. The Charterer acknowledges and agrees that the passenger and baggage delay compensation provisions set forth in the Convention or EU law (if applicable) do not apply to the Charter.

8.9. Claims for lost or damaged baggage shall be notified to the Carrier in writing within 7 days of the end of the flight, failing which no action shall lie against the Carrier and/or Haute Aviation.

8.10. The right to damages shall be extinguished if an action is not brought to court by the Charterer or the passengers within 2 years from the date of arrival of the Aircraft, or from the date on which the Aircraft was scheduled to arrive, or from the date on which the carriage stopped.

8.11. Nothing in these Terms and Conditions shall be read as a waiver of any exclusion or limitation of an air carrier's liability under the Convention or under applicable laws.

9. LIABILITY & INDEMNITY BY CHARTERER; CHARTER BROKER

9.1. The Charterer shall indemnify and keep indemnified Haute Aviation and the Carrier against any loss, damage and claims as well as costs and expenses which Haute Aviation and/or the Carrier may incur in relation to the Charter, in particular in respect of damage inflicted by the passengers upon the Aircraft, or as a result of any passenger not being in possession of an identity document, visa, health certificate or other document required during the Charter, to the extent such loss, damage and claims, costs and expenses have not been caused by Haute Aviation or the Carrier's or the their respective employees', officers' and directors' own gross negligence or willful misconduct.

9.2. Where a charter broker or agent signs the Charter Quotation for its principal, the principal will be the Charterer under the Charter Agreement, and the charter broker or agent shall be jointly and severally liable with its principal for the obligations stipulated in the Charter Agreement.

10. ASSIGNMENT

10.1. The Charterer shall not be entitled to assign the benefit of the Charter Agreement to any other person without the consent in writing of Haute Aviation.

11. PERSONAL DATA

11.1. Haute Aviation and/or the Carrier will use the personal data of the Charterer and the passengers only for the purposes of carrying out the Charter, including obtaining services associated with the Charter (such as catering, limousine), facilitating immigration formalities and entry into the territory of a State, as well as providing for the security of flights.

11.2. The Charterer's and the passengers´ personal data will be processed by Haute Aviation and/or the Carrier, acting as data controller, and only where there is a legal basis to do so. In almost all cases, the legal basis will be:

- the performance of the Charter Agreement,
- the compliance by Haute Aviation and the Carrier with a legal obligation,
- the protection of the vital interests of the passengers or another person, and
- where specifically mentioned or requested, the passengers' consent to Haute Aviation and the Carrier to use their personal data for a particular purpose.

11.3. Haute Aviation and the Carrier may be obliged to disclose the Charterer's and passengers' personal data to Governments, regulatory authorities or law enforcement agencies (such as customs, immigration, tax, etc.) of any country from, to or over which the Aircraft will fly during the Charter.

11.4. The Charterer's and the passengers' personal data may also be disclosed to Haute Aviation's and the Carrier's suppliers and the sub-carrier (if any) only to fulfill the purposes mentioned in clause 11.1.

11.5. DUE TO THE NATURE OF HAUTE AVIATION'S AND THE CARRIER'S BUSINESS AND DEPENDING ON THE DESTINATIONS LISTED IN THE FLIGHT SCHEDULE, THE RECIPIENTS OF PERSONAL DATA MAY BE BASED IN A COUNTRY WHICH DOES NOT OFFER AN ADEQUATE LEVEL OF PROTECTION AS DETERMINED BY THE EUROPEAN COMMISSION, AND MAY HAVE ACCESS TO ALL OR SOME OF THE PERSONAL DATA PROCESSED BY HAUTE AVIATION AND THE CARRIER (SURNAME, FIRST NAME, PASSPORT NUMBER, COPY OF ID/PASSPORT, TRAVEL DETAILS, ETC.), WHICH IS TRANSMITTED TO THEM BY HAUTE AVIATION AND THE CARRIER SOLELY FOR THE PURPOSES MENTIONED IN CLAUSE 11.1. THE CHARTERER HEREBY REPRESENTS AND WARRANTS TO HAVE INFORMED THE PASSENGERS OF SUCH TRANSFER AND ASSOCIATED RISKS FOR THEIR PRIVACY.

Haute Aviation AG
Grafenaustrasse 7
CH – 6300 Zug

VAT No. CHE-495.619.134
E-MAIL fly@haute-aviation.com
PHONE +41 33 822 20 40
www.haute-aviation.com

11.6. The Charterer hereby expressly acknowledges and accepts that the provision of certain specific ancillary services (such as arranging for special meals, organization of medical assistance in emergency situations) may lead Haute Aviation and/or the Carrier to process and disclose special categories of personal data. Such personal data is used solely for the purpose of the provision of specific ancillary services. The Charterer hereby represents and warrants to each of Haute Aviation and the Carrier that (i) the passengers have consented to the processing of such personal data to the extent necessary to provide the ancillary services, (ii) such consent is valid and documented, and (iii) the Charterer can provide a copy of such consent to Haute Aviation and the Carrier at any time at Haute Aviation and/or the Carrier's request.

11.7. The Charterer and the passengers have the right to request from Haute Aviation and/or the Carrier access to, rectification, erasure, restriction or objection of processing or portability of their personal data. These rights can be exercised by sending an email or a letter to Haute Aviation and/or the Carrier's, as applicable, designated address. The Charterer undertakes to timely inform the passengers of these rights, and of the potential consequences associated with exercising such rights as described in clause 11.8.

11.8. The processing of certain personal data of the Charterer and the passengers is mandatory for carrying out and invoicing the Charter, as well as to conduct flight operations and as required by local/regional local statutory/regulatory rules and competent administrations or authorities. The exercise by the Charterer and/or the passengers of any of their rights mentioned in clause 11.7 may entail an impossibility for Haute Aviation and/or the Carrier to continue processing the personal data required for the above purposes, which may result in a lack of access to certain specific ancillary services (special meals, etc.), boarding denial or even cancellation of the Charter, in which case cancellation fees pursuant to clause 5.1 of these Terms and Conditions will become payable by the Charterer, as well as additional damages of Haute Aviation and/or the Carrier, if any. Pursuant to the applicable laws and regulations, a failure to provide certain personal data or the inaccuracy of certain personal data may also result in a decision to deny entry into the territory of a State. Neither Haute Aviation nor the Carrier will be liable for any damages and losses resulting from or relating to any such consequences of restrictions of processing personal data.

11.9. The Charterer represents and warrants to have informed the passengers of their right to lodge a complaint related to the processing of their personal data by Haute Aviation and/or the Carrier with the supervisory authority of their country of residence within the European Union.

11.10. Haute Aviation and/or the Carrier will retain Charterer's and passengers' personal data for as long as will be needed for the purposes of processing set forth in clause 11.1 hereof, and as long as there is a legal (including for certain data the 10-year standard legal hold retention obligation applicable to Haute Aviation and the Carrier) or business need for such data to be retained.

11.11. The Charterer shall ensure that the provisions of this clause 11 are brought to the attention of the passengers. The Charterer shall also ensure that any personal data provided to Haute Aviation and/or the Carrier by the Charterer or on behalf of the passengers has been collected lawfully, fairly and in a transparent manner so as to enable such personal data to be processed by Haute Aviation and the Carrier, their suppliers and the Carrier's sub-carrier (if any) for the purposes mentioned in clause 11.1. The Charterer shall indemnify and hold each of Haute Aviation and the Carrier harmless against all costs, expenses (including legal expenses), damages, loss (including loss of business or loss of profits), liabilities, demands, claims, actions or proceedings, which Haute Aviation and/or the Carrier may incur arising out of or relating to: (i) Haute Aviation's or the Carrier's compliance with any instruction given by the Charterer to Haute Aviation and /or the Carrier in relation to the processing of personal data (including personal data of passengers); or (ii) any breach by the Charterer of this clause 11.

12. APPLICABLE LAW & JURISDICTION

12.1. With the exception of Charter Quotations and Agreements described in 12.2, the Charter Quotation and Agreement and any contractual and non-contractual obligations arising out of or in connection therewith shall be governed by and interpreted in accordance with Swiss law excluding its conflicts of laws provisions. The courts of Zug, Canton of Zug, Switzerland, shall have non-exclusive jurisdiction to adjudicate any dispute which arises out of or in connection with the Charter Quotation and Agreement, and any contractual and non-contractual obligations arising out of or in connection with the Charter Quotation and Agreement.

12.2. Any contractual and non-contractual disputes arising out of the Charter Quotation and Agreement with Charterers who reside in or whose corporate offices are located in the United States shall be governed by and interpreted in accordance with the law of the State of New York, without regard to its conflicts of laws principles. In addition, with respect to any suit, action or proceedings relating to or arising out of the Charter Quotations and Charter Agreements, Charterer irrevocably consents and submits to the jurisdiction of the Supreme Court of the State of New York sitting in the Borough of Manhattan and to the jurisdiction of the United States District Court for the Southern District of New York, and any appellate court therefrom. Charterer waives any objection which it may have at any time to the laying of venue before of any legal proceeding brought before the Supreme Court of the State of New York or the United States District Court for the Southern District of New York, waives any claim that such legal proceedings have been brought in an inconvenient forum and further waives the right to object that such court does not have jurisdiction over the Charterer. Charterer hereby agrees that a final, non-appealable judgment in any legal proceedings shall be conclusive and may be enforced in any other jurisdictions otherwise having jurisdiction over it or in any other manner provided by law.

Haute Aviation AG
Grafenaustrasse 7
CH – 6300 Zug

VAT No. CHE-495.619.134
E-MAIL fly@haute-aviation.com
PHONE +41 33 822 20 40
www.haute-aviation.com

ANNEX I

This is a notice required by European Community Regulation (EC) No 889/2002 amending Council Regulation (EC) No 2027/97 on air carrier liability in the event of accidents. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of European Community legislation, the Montreal Convention or applicable law. This notice does not form part of the contract between the Carrier and the Passenger. No representation is made by the Carrier as to the accuracy of the contents of this notice.

INFORMATION NOTICE BASED ON COUNCIL REGULATION (EC) NO. 2027/97 (AS AMENDED)

Air carrier liability for passengers and their baggage
This information notice summarizes the liability rules applied by European Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury
There are no financial limits to the liability for passenger injury or death. For damages up to 128,821 SDRs (approximately € 160,000 as of May 2023) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments
If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately €20,000 as of May 2023).

Destruction, loss or damage to baggage
The air carrier is liable for destruction, loss or damage to baggage up to 1,288 SDRs (approximately €1,600 as of May 2023). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage
A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage
If the baggage is damaged, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers
If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action
Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information
The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.

Haute Aviation AG
Grafenaustrasse 7
CH – 6300 Zug

VAT No. CHE-495.619.134
E-MAIL fly@haute-aviation.com
PHONE +41 33 822 20 40
www.haute-aviation.com