

Special Terms On Demand Contract

1. General: These paper forms the Special Terms basis of the On Demand Contract for passengers transportation service ("TPP Service") not for line provided by Esperia Aviation Services S.p.A. ("Esperia") towards the client or other users indicated in the quotation. These Special Terms are considered approved by the client since written confirmation of the quotation.

2. Contract resolution: the quotation issued by Esperia constitutes a non-binding offer acceptable by the client within the acceptance period indicated in the quotation. After that period, Esperia may not confirm the requested service.

3. Flight time calculation: Esperia is committed to provide to the client the number of hours indicated in the quotation. With regards to the estimate of the flight time calculation, the parties agree that the use of the helicopter starts from the take-off and stops at the moment of landing to the destination. To this flight time Esperia will add, for the whole set of operations of taxing, take-off and landing, a total amount of 6 (six) minutes. The flights which start or finish in sites different from Operating Bases will be charged a positioning cost such as the time to reach the client to the departure site or to return to the operating base from the landing site. The minimum length for providing a TPP service is 25 (twenty-five) minutes.

4. Services included/excluded: The quotation price includes: crew expenses, maintenance, fuel, landing aeronautical and airport taxes, passengers and baggage insurance, mini catering on board if requested. The following services are not included in the price and will be separately indicated in the quotation:

- special request of catering on board such as but not limited: caviar, sushi, special wines, etc.
- surcharge for take-off or landing site different from Operating Base and overtime such as to provide helicopter and crew overnight in departure or arrival site;
- driver or limousine services;
- any further services requested by the client.

The quotation price excludes VAT and passengers tax ("Governmental Tax").

5. Request the TPP Service: the flight request should be written by mail or fax to the contact indicated by Esperia. On

the contrary, Esperia have the right to refuse and providing the TPP Service requested by client. Further, Esperia reserves the right to not provide the TPP service in case the weather or safety conditions do not guarantee, according to cautious opinion of Esperia, the client, users and crew safety.

6. Airports and Heliports: In case the landing is requested in airports or heliports which apply handling costs higher than those estimated by Esperia in the quotation (especially for particular periods or events), Esperia informs the client as advanced as possible about the higher costs that will be however indicated in the invoice. The TPP service shall only be provided from/to airports and heliports where the minimum safety standards for take-off and landing are guaranteed, and however, in those sites authorized by the local aviation authority in accordance with the regulation in force. The TPP service shall be provided also from/to equipped sites property of third parties in accordance with the aviation regulation in force.

7. Information due by Client to Esperia: Client should have to inform Esperia regarding each flight:

- (a) Departure site (proposal);
- (b) Destination site (proposal);
- (c) Departure date and time;
- (d) Number of passengers;
- (e) Number, type and size of baggage, agreed with the following art. 12, (c) letter;
- (f) any relevant information regarding the requested flight that client wants to underline or that Esperia may reasonably ask to client.

8. Delays: Esperia shall endeavor to the best of their ability to ensure punctual carriage of passengers and baggage. However, the announced flight times are subject to reasonable changes owing to operational and technical circumstances beyond Esperia control. The client at the same time is responsible to ensure that passengers arrive adequately in advance in order to respect the scheduled departure time. Esperia ability to satisfy any variation requested by client is subject to crew duty times and rest period and the availability of the additional crew. Esperia shall accept a departure delay of up to a maximum of 30 (thirty) minutes beyond the confirmed departure time, and if crew duty times allow it. In case the delay is in excess of 30 (thirty) minutes, or Esperia may not accept the

requested delay, and client doesn't inform Esperia about delay, Esperia shall

be able to refuse and provide the TPP service.

9. Cancellation: TPP service shall be cancelled by the client according to the cancellation policy indicated in the quotation. In case no information or late information comes by the client, 100% of the flight cost shall be charge to the client.

The cancellation fees indicated in the quotation has been pre-estimated as the minimum cost that Esperia should support for the cancellation such as but not limited costs for crew movement and management, booking costs for take-off/landing sites as airports, heliports or private estates, any other cost for the logistic and administrative flight management.

Any further service connected to the flight and booked by Esperia to third parties on behalf of client shall be charged to the client, according to in-force cancellation policy. In case Esperia cancelled the TPP service for bad weather conditions, the payment come in advance by the client shall be wholly refunded.

10. Terms of payment and invoicing:

Client shall provide to Esperia for the TPP service the amount indicated in the quotation and no later than 1 business day prior to departure. Time for payment should have to consider any holiday, Saturday and Sunday, closing day of bank institutes in order to receive the final amount on the Esperia account no later than 1 business day prior to departure. In case the payment doesn't come in due date, Esperia may reserves the right to cancel the TPP service applying the cancellation policy indicated in the quotation. Client is directly responsible for payment of TPP service and any further cost indicated in the quotation and/or in special terms, even the costs resultant from any damages or loss caused by client and/or by any passenger during the TPP service. The payment shall be invoice to the client at the time of paying. The client shall be able to oppose to the invoice within 5 (five) days since its receiving. After due date, the invoices shall be considered approved. VAT and any other tax applied to the paid amounts in-force to the contract shall be charge to the client. As agreed, the client shall not be able to request a compensation of payments due to Esperia by this contract with its own credits.

11. Client duties: The client commits towards Esperia:

- a) to benefit of the aircraft offered by Esperia for the TPP service exclusively for its own transfers and the transfers of its guests. The client shall not be able to use the aircraft for any unlawful or illegal purposes or sell to third parties the flight hours or the right to use the TPP service neither free of charge nor by payment;
- b) to respect all applicable regulations and aeronautical rules, all Airports regulations, recommendations and guidelines issued by the aircraft manufacturer and communicated to the Client by Esperia;
- c) to respect size and weight limit of the luggage (80x40x30) for each passenger as communicated by Esperia time by time during the negotiation, and to give prior notice to Esperia about the valuable goods or sophisticated equipments that could be damaged, as indicated on the flight form sent to the client the day before the flight; if the client and/or any other passenger does not comply with the above limits, Esperia reserves the right to refuse the transport of the baggage in excess or to make additional stops during the flight for refuelling, beyond the intentions of the Client.
- d) to strictly follow the instructions of the Esperia's Pilots in command;
- e) To not compromise the flight safety.

12. Esperia duties: Esperia commits to provide the following services:

- a) to lead and manage the aircraft used for the TPP service with diligence and expertise, respecting all applicable laws, regulations and the insurance coverage;
- b) to inspect, keep in service, repair, revise and verify the aircraft used for the TPP service through expert personnel. In accordance with ENAC (Italian Civil Aviation Authority), obtain maintenance approval, repairing and prevention plan approval, keep the aircraft in good functional conditions with regards to scheduled and unscheduled interventions, and however maintain the aircraft within the regulations and guidelines set by ENAC for effect of Rule (CE) n. 216/2008 of the European Parliament and Council 20th February 2008;

13. Limits for transport:

Esperia reserves the right to limit time by time, and in case of particular circumstances, the transport of passengers and/or luggage in special conditions, as for example pregnant woman, underage, animals, etc. It is not allowed to be transported in the luggage space or in the cabin without previous authorisation from Esperia, objects that may damage the aircraft, the persons or the goods on board of the aircraft, such as those specified in the Statement of ICAO (International Civil Aviation Organisation) and IATA (International Air Transport Association) regarding the transport of the dangerous goods (Dangerous Goods Regulations) including the gas cylinders, liquid and flammable solids, poisons, radioactive materials, corrosives, firearms and explosives.

14. Insurance: Esperia shall provide the insurance on the aircraft and its usage.

Client undertakes to accept the indemnities resultant by the insurance policy as the only compensation for every kind of objection, loss or damage referred to carried people or things, renouncing since now to every further request or claim towards Esperia.

15. Limits of Esperia's liability: The Client agrees that:

- a) Esperia shall not be liable for delays or unsuccessful TPP service when this circumstance results from law or authority regulations, included the unsuccessful issue of the take-off, landing, fly-over permit or prohibition, orders by military authorities, or depends by unexpected mechanical or technical difficulties, by wartime events, civil revolts, terroristic action, strike, bad weather conditions or generally, by reasons of major forces;
- b) Esperia will not be liable for the conduct of third parties and for the passenger's behaviour. If a passenger violates the instructions of the pilot, Esperia shall not be liable for any damages suffered by the non compliant passenger and/or by Client and /or by the other Passengers;
- c) Except for the case of fraud or serious guilt from Esperia, Client shall not have the right to compensation, and in any case he renounces to any right of compensation, also as missed gain, for the breach or presumed breach from Esperia side of its own duties as defined by the Contract, or for presumed damages arising from inadequate use of the aircraft for any reason. In particular, Esperia shall not be liable to Client for direct or indirect damages caused by the miss of the TPP service.

16. Protection of personal data.

Esperia manages all of Client's data as ruled by the Legislative Decree n. 196 dated 30th June 2003. The interested Part has the right to get confirmation of the existence of own personal data, even if not yet recorded. The interested party has the right to get the indication of the data origin, the purpose and the way of processing. The interested party has the right to get the update, modification and cancellation of its personal data at any time.

17. Applicable law and exclusive jurisdiction:

The present Contract is subject to the Italian Law. Any controversy by the Parts relating to the Contract shall be judged exclusively under the jurisdiction of the Rome Court.