

Haven Aero Broker/Charter Terms and Conditions:

A charter quote is not a confirmed reservation. All reservations are on a first come first served basis and subject to aircraft and crew availability at the time of booking. Upon acceptance of the terms and conditions listed herein, this document becomes a legal and binding contract between the two parties.

Passengers may not bring onboard any items on the TSA Prohibited Items List. List can be found on tsa.gov website under "What Can I Bring" tab. <https://www.tsa.gov/travel/security-screening/whatcanibring/all>

The Transportation Security Administration (TSA) requires you to provide your full name, date of birth, and gender for the purpose of watch list screening, under the authority of 49 U.S.C. section 114, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 C.F.R parts 1540 and 1560. You may also provide your Redress Number, if available. Failure to provide your full name, date of birth, and gender may result in denial of transport or denial of

authority to enter the boarding area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA privacy policies, or to review the system of records notice and the privacy impact assessment, please see the TSA Web site at www.tsa.gov.

The following Terms and Conditions will apply on all flights operated or contracted by Panavia Air Taxi, LLC d/b/a Haven Aero, LLC ("Haven Aero") FAA Cert VYXA423L.

PRICES, PAYMENTS, AND TERMS: Trip quotations are estimates calculated using flight plan routes, distances, winds, and weather and cannot reflect unforeseen delays, deviations or other exigent circumstances, which Client and Haven Aero agree include, but are not limited to weather events and air traffic control delays and/or routings. The billing is based on an actual trip itinerary, and expenses incurred. Any additional flight charges such as landing fees, ramp fees, and any additional services provided for the Client are estimated in this quotation and the actual charge will be added to the final billing. Services provided while on flight like deicing fees will be charged back to the broker/client and retail customers post flight. Catering and specialty services may include an administration fee. Fuel surcharges are subject to fluctuation of worldwide fuel market variability and will be billed at current fuel surcharge at the time the flight is quoted. Any change to or addition of any such expenses or fees included in a trip quotation will be disclosed to Client as soon as practical, and in every case within a reasonable time, after such information is available to Haven Aero. Haven Aero reserves the right to select the FBO airport facility.

IF THE CLIENT IS A BROKER OF AIR TRANSPORTATION OR INTENDS TO RE-SALE TRANSPORTATION PROVIDED BY HAVEN AERO, THEN CLIENT SHALL REMIT ALL EXCISE TAXES (FET) DUE TO SUCH TRANSPORTATION AND SHALL INDEMNIFY AND HOLD HARMLESS HAVEN AERO FOR ALL FET DUE. THIS PROVISION SHALL SURVIVE THIS AGREEMENT.

CANCELLATION POLICY AND ITINERARY CHANGES:

General:

Failure of passengers to be present at the scheduled point of departure at the scheduled departure time shall constitute default and cancellation on behalf of the Customer; no refunds shall be granted. In the event of cancellation by Customer, Haven Aero may depart to a destination of Haven Aero's discretion after the scheduled departure time. If some but not all passengers are present at the scheduled departure time, Haven Aero will depart at the scheduled departure time, and transport any passengers present to the scheduled destination. Haven Aero is unable to wait or delay for passengers do not present at the time of scheduled departure. If Haven Aero does wait for passengers after the scheduled departure time, it is at the Haven Aero's sole discretion and done so on a case-by-case basis. Haven Aero may, based on availability, provide a substitute aircraft at a later time to the Customer and at an additional charge. Haven Aero's aircraft can and may provide multiple flights in a day to multiple Customers. Encumbering Haven Aero's aircraft with undue delay can result in adversely affecting subsequent flights and causing damage to Haven Aero.

Domestic Trips:

Unless otherwise specified, from time of booking up to Seventy-two (72) hours, there will be an administrative fee of \$1,500 for Heavy Jets, \$1,250 for Mid Jets, \$1,000 for Light Jets and \$850 for Turbo Props. Within Seventy-two (72) hours and Forty-eight (48) hours prior to the scheduled departure time the termination fee is Twenty-Five (25%) percent of the charter quoted amount; within Forty-Eight (48) hours or less of the scheduled departure time the termination fee is Fifty (50%) percent of the charter quoted amount. Within Twenty-Four (24) hours or less of the scheduled departure time the termination fee is One Hundred (100%) percent of the charter quoted amount. If the flight is terminated due to the customer's failure to appear for the charter, One Hundred (100%) percent of the charter quoted amount is due.

International, Holiday and Special Event Trips:

Unless otherwise specified, from time of booking up to Seventy-two (72) hours, there will be an administrative fee of \$1,500 for Heavy Jets, \$1,250 for Mid Jets, \$1,000 for Light Jets and \$850 for Turbo Props. Within Seventy-Two (72) hours and Forty-Eight (48) hours of the scheduled departure time the termination fee is Fifty (50%) percent of the charter quoted amount, and One Hundred (100%) percent of the charter quoted amount if cancellation is received less than Forty-Eight (48) hours of the scheduled departure time. If the flight is terminated due to the customer's failure to appear for the charter, One Hundred (100%) percent of the charter quoted amount is due. Mexico and Canada charters are governed by and under the Domestic Cancellation Policy. Exceptions to the above: One-Way charters: All one-way legs cancelled within 72 hours are subject to a One Hundred (100%) percent cancellation fee.

INCLEMENT WEATHER: If weather conditions prohibit a flight from departing or arriving at the planned locations, Haven Aero reserves the right and will work with the Client to provide an alternate departure location or destinations or to delay or cancel the trip upon consultation with the Client, and in the ultimate sole discretion of Haven Aero.

ITINERARY CHANGES and TRANSMITTAL OF CHANGES

Itinerary changes are permitted, subject to aircraft and crew availability, and Haven Aero's sole discretion. The total amount of the charter may be adjusted from the booked charter amount based on the circumstances of the itinerary change. Notification of changes and/or cancellations must be first

communicated by phone, then followed by notification of change and/or cancellation in writing via email to info@havenaero.com within the cancellation time frame listed above under Cancellation Policies.

It is the Customer's responsibility to confirm, before cancellation period, the size, weight, and number of baggage the Haven Aero can accommodate. Default luggage policy: Maximum allowable passenger luggage is one 16-25 lbs. soft-sided bag per passenger, unless otherwise approved in writing by Haven Aero. An inability to accommodate all baggage will not result in any refund. If Customer desires to bring more baggage than the aircraft can accommodate, Haven Aero may assist in shipping the excess baggage to Customer's final destination, at Customer's sole expense and availability of shipping means. Excess baggage will not extend the time for departure. Haven Aero will have sole discretion to determine if there is excess baggage. All applicable FAA, TSA, and other governmental rules and regulations apply to baggage

SUBSTITUTE AND BROKERED AIRCRAFT: Haven Aero reserves the right to change aircraft or subcontract an approved aircraft for the flight or flight segment, due to mechanical difficulties, crew unavailability, or other circumstances beyond Haven Aero's control. In the event of a mechanical interruption, the client will only be responsible for payment of all costs incurred for the completed portion(s) of the trip. Haven Aero will make every effort to provide a substitute at the quoted price; however, in the event the quoted aircraft cannot be repaired for the requested departure date/time, Haven Aero will provide alternate aircraft options that the charter customer may accept or reject at his/her sole discretion. Charter customer will bear any cost difference associated with any substitute aircraft.

If an off-fleet, or "brokered aircraft", is utilized as a substitute aircraft, all terms and conditions of the brokered aircraft contract, which may be at an additional cost, will be fully applicable in addition to Haven Aero's contract here. If such brokered aircraft contract includes an additional cost, the additional cost will be fully disclosed to the Client for acceptance prior to Departure. Haven Aero shall not be the operator of any off-fleet or brokered aircraft. If applicable, operational details of any off-fleet or brokered aircraft will be provided as part of the travel itinerary and identified by:

"Flight Operated by Haven Aero: Client acknowledges that Haven Aero is not acting as agent of the brokered aircraft operator nor is Haven Aero acting as an agent of the Client. Unless disclosed otherwise, Haven Aero does not maintain a corporate business relationship or preexisting contract with any brokered aircraft operator.

TRAVEL DOCUMENTS & PREPARATIONS: The Client and its passengers shall be solely responsible for having in their possession all required travel documentation for all flights, including an official, government-issued form of identification (Driver's License, Military ID, Passports, Visas) and international requirements if needed. The Client shall ensure all of the passengers display their respective photographic identification to the Pilot in Command of the Aircraft prior to each flight. If passenger(s) is/are minors, proper documentation will be required in advance of and during flight for proof of guardianship/custody while in travel.

INTERNATIONAL FEES: International handling fees are estimates only. International costs will be billed as the invoices are received from foreign entities. Foreign services may take weeks to months to be billed and will be disclosed and billed to Client within a reasonable time after they become known to Haven Aero. International fees incurred in preparation for the trip shall be invoiced regardless of if and when the trip is canceled, and Client agrees to pay such fees.

NO AGENCY RELATIONSHIP. Nothing contained in any trip quotation or the act of performing any quoted activities will in any way create any association, partnership, agency, or joint venture relationship between the Client and Haven Aero, or be construed to evidence the intention of the parties to constitute such. Haven Aero does not serve in any capacity as an agent for Client, any operator of a brokered aircraft, or any passenger on the flights provided pursuant to this quote.

PASSENGER BEHAVIOR: The Client shall be liable to Haven Aero for any damage caused by any of the passengers to the Aircraft, or otherwise. All Haven Aero aircraft are non-smoking. Pets may be allowed with prior Haven Aero approval and carriage arrangements. Any required cleaning or repair of any damage caused by Client will be billed to Client and Client agrees to pay such fees. Haven Aero may deny providing service to any passenger, based upon impairment due to the consumption of alcohol or narcotics, or possession of illegal narcotics under US Federal law. Failure of Passengers or Client to follow Flight Crew or Haven Aero employee or staff instructions shall be cause for immediate removal from a flight at Haven Aero's sole discretion. Such removal shall result in the Client being responsible for any and all expenses incurred, or charges associated with the Charter.

COVID-19 POLICY & PRECAUTIONS

Haven Aero is taking all recommended precautions to avoid exposure to the COVID-19 virus. The health and safety of our customers and crew members is our top priority. We ask customers who do not feel well to not fly until they are cleared for travel by a doctor or health professional. We require the same for all of our crew members. In the event any employee or crew member is exposed to COVID-19, we will advise all persons who may have been in contact with the infected person(s). If crew member symptoms arise during a charter flight, we will do what is necessary to limit exposure to our passengers and attempt to complete the charter, with a new crew, with as little interruption as possible. The safety of our passengers and crew is the number one priority.

LIMITATION OF LIABILITY: Haven Aero shall not be liable to the Client or any other person or entity for any injury to or death of any person or for any damage to or any loss of any property unless such injury, death, damage or loss is the direct result of the gross negligence or intentional misconduct on behalf of Haven Aero or any of its employees. Under no circumstances shall the liability of Haven Aero exceed the amount of insurance actually paid by Haven Aero's insurer in connection with such incident, and under no circumstances shall Haven Aero be responsible for any lost profits, or any special or consequential damages.

PAYMENT: A Credit Card is required to secure the reservation. Prepayment is required prior to Departure. Any incidentals or flight variances, in accordance with the terms and conditions of this Contract, will be charged to the Credit Card on file within 48 hours after the flight is completed. In the event that actual amounts are unknown within 48 hours after the flight, Haven Aero will charge the difference between the estimated amount and the actual amount upon receipt of appropriate invoices from airports, facilities, vendors, and/or other service providers.

FORCE MAJEURE. Haven Aero may cancel or reschedule the operation of any flight or flight segment to the extent that Haven Aero's performance is delayed, prevented or otherwise adversely affected in a material way upon notice to Client that such cancellation or rescheduling is required because of events beyond its control ("Force Majeure") and, upon such notice, performance hereunder shall be excused without liability of either party. Examples of Force Majeure include acts of God, weather, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of terror (whether perceived or actual and including threats), quarantine, epidemics, lightning, earthquakes, arrests, explosions, accidents to machinery or Aircraft, failure of public utilities, government restraint, or unavailability of fuel.

GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to principles which may govern any conflicts of laws, including all matters of construction, validity and performance, without giving effect to its conflict of law's provisions. Each of the Parties irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to this itinerary or flights performed or brokered by Haven Aero shall be brought in the courts of (i) the State of Texas or the District Court of the United States having jurisdiction therein; (b) consents to the jurisdiction and court rules in Texas; and (c) that venue shall be proper in courts sitting in Potter County, Texas and waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on such party by mail (with a copy also sent to counsel for the opposing party), or in such other manner as may be provided under applicable laws or court rules in Texas. THE PART IS HEREBY KNOWINGLY AND FREELY WAIVE THEIR RIGHTS TO A JURY TRIAL IN ANY ACTION, SUIT OR PROCEEDING RELATING TO, ARISING UNDER OR IN CONNECTION WITH THIS ITINERARY OR FLIGHTS PERFORMED HERE UNDER.

SMS Terms & Conditions

- **Opt in / Consent:** By providing your mobile phone number, you consent to receive SMS messages from Haven Aviation Services Group and Subsidiary Companies (Haven Aero, Haven MRO, Flight Mechanix and Haven FBO) and kingaircowboys.com ("Site") related to [purpose of messaging].
- **Message Frequency:** Message frequency may vary.
- **Message and Data Rates:** Standard message and data rates may apply depending on your carrier.

- **Opting Out:** You may opt out of receiving SMS messages at any time by replying with "STOP" to any SMS message you receive from us. After opting out, you will receive a confirmation message, and we will cease sending SMS messages to your number.
- **Help and Support:** If you need assistance or have questions about our SMS service, reply with "HELP" to any SMS message, or contact our customer support team at info@havenasg.com or 855-774-2836.
- **SMS Privacy Policy:** Your phone number will be handled in accordance with our Privacy Policy. No mobile information will be shared with third parties or affiliates for marketing/promotional purposes. All stated categories in this privacy policy exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.