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GENERAL TERMS OF BUSINESS

The Parties agree that these Terms and Conditions govern the Services provided to the Customer by Yacht Flights Ltd ("Yacht Flights").

1. DEFINITIONS

1.1 Agreement: the Fee Schedule, these Terms and Conditions and any Orders entered into between Yacht Flights and the Customer.

1.2 Confidential Information: any information disclosed in accordance with Clause 11 hereof.

1.3 Customer: the client named in the Fee Schedule.

1.4 Fee Schedule: the Customer-specific price list.

1.5 Order Confirmation has the meaning given to it in Clause 6.1.

1.6 Orders: the Travel Agreement between the Travel Service Provider and the Customer arranged by Yacht Flights as agent for the Travel Service Provider upon receipt of an Order Confirmation.

1.7 Services: the Yacht Flights travel management services and related Travel Services Yacht Flights arranges at the Customer's request.

1.8 Travel Agreement: an agreement, in the form of an itinerary booking confirmation between the Customer and Travel Service Provider, pursuant to which the Travel Service Provider agrees, subject to the applicable terms and conditions of the Travel Agreement (whether expressly set out therein or incorporated by reference), to provide the Travel Services to the Customer.

1.9 Traveler: the Customer and/or any other natural person for whose benefit the Services have been booked or provided.

1.10 Travel Service Provider: collectively or any of, as the context so permits, third party providers of Travel Services from time to time.

1.11 Travel Services: transportation, accommodation or other travel arrangements including, without limitation, air, rail, bus passenger transportation, hotel accommodation and car hire services.

2. APPLICABILITY

2.1 Yacht Flights agrees to provide the Customer the Services in accordance with the terms of the Agreement.

2.2 The Agreement applies to the provision of Services offered by Yacht Flights. The supply of Travel Services provided by a Travel Service Provider are subject to the terms of the Travel Agreement entered into between the Travel Service Provider and the Customer which Yacht Flights shall make available to the Customer.

2.3 Any terms and conditions contained or referred to in any purchase order, acknowledgements, confirmation or other documents issued by Customer shall not be applicable, shall in no way modify the Agreement or bind Yacht Flights, and are expressly excluded unless Yacht Flights has expressly agreed in writing to their inclusion.

2.4 These Terms and Conditions shall remain in full force and effect unless and until terminated by the Customer on providing three (3) months' notice in writing to Yacht Flights.

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3. SERVICES

3.1 Yacht Flights shall provide the Services described in an Order or as may be agreed upon mutually in writing between the Parties. The Customer hereby agrees to purchase, and Yacht Flights agrees to sell, the Services.

3.2 The Customer acknowledges that Yacht Flights is entitled to engage third parties for performance or part thereof, of the Services under the Agreement.

4. BOOKING PROCESS

4.1 The Customer may send an email, message or call Yacht Flights to make a booking. Yacht Flights will provide the Customer with a quotation based on the information provided by the Customer. The Customer must check that everything is correct, including the total price, and confirm this to Yacht Flights by email.

4.2 Because Yacht Flights is authorized as agent of the Travel Service Provider, it will proceed to conclude a Travel Agreement between the Travel Service Provider and the Customer on behalf of the Travel Service Provider by issuing the required tickets and vouchers so that the booking is completed.

4.3 The Customer is responsible for all booking and other charges advised by Yacht Flights consultants at the time of booking and will be invoiced accordingly (e.g. credit card transaction fees).

4.4 In accordance with Article L 121-20-4 of the Consumer Code, the provisions set forth in Articles L 121-20, relating to the withdrawal period of seven clear days does not apply to accommodation and transport services which must be provided on a fixed date or according to a fixed frequency.

4.5 Where Yacht Flights is responsible for payment to the Travel Service Provider of the costs for making Travel Services, such costs will be included within the Charges payable by the Customer to Yacht Flights for the Services. Until such time as Yacht Flights accepts the Customer's offer to purchase the Travel Services and issues the Travel Agreement, no contract has been formed between the Customer and Travel Service Provider.

4.6 In providing travel information, making reservations and issuing tickets and other documents to the Customer or the Traveler, Yacht Flights does not guarantee or ensure the Travel Services to be provided by any Travel Service Provider.

4.7 From time to time, Yacht Flights transmits the necessary proceeds from the sale and booking of Travel Services to the Travel Service Provider supplying those Travel Services. In the event that such a Travel Service Provider defaults prior to providing the Travel Services for which payment has been made, the Customer's and the Traveler's sole and exclusive recourse for refund shall be against the defaulting Travel Service Provider, or from any insurance or the like covering such defaults.

4.8 The Parties acknowledge and agree that the Services provided under this Agreement are excluded from the scope of the Package Travel Directive (2015/2302/EU).

4.9 Yacht Flights will conduct credit checks using third party agencies on any Customer applying for an accounts receivable account with Yacht Flights, and the Customer consents to such checks. Yacht Flights will, at its discretion, decide whether to offer the Customer a credit account facility and on what terms.

5. INVOICING

5.1 All prices listed in the Fee Schedule are excluding VAT. Fees will be quoted and invoiced including any applicable VAT (which will be shown separately) in the same currency as in the Fee Schedule.

5.2 Yacht Flights reserves the right to review and subsequently amend any aspect of the transaction fees arrangements due in the event of any material change in the travel profile, distribution costs or any similar change. Any change in fee structure or amounts will be subject to discussion with the customer but Yacht Flights alone will define what constitutes a material change to the travel business environment, provided that the customer has the right to terminate this agreement immediately upon any changes to the transaction fees arrangements. Such material changes include, but are not limited to:

- 5.2.1 Changes in distribution costs applied by any travel supplier or intermediary e.g. technology services;
- 5.2.2 Additional fees paid to suppliers in order to secure inventory / prices that are advantageous to the client;
- 5.2.3 Fundamental changes in any direct relationships between the client and any supplier that Yacht Flights is required to fulfil;
- 5.2.4 Inflation as per the US Consumer Price Index.

5.3 If the Customer pays Yacht Flights' invoices by credit card, payment is required prior to ticketing or issuance of the Order Confirmation, unless otherwise agreed by the Parties in writing.

5.4 If the Customer has a credit account, the Customer's credit terms are governed by the bi-monthly payment terms afforded to Yacht Flights by the airlines. This means that at the date of acceptance of the terms of this Agreement, the invoices due in respect of the Services invoiced between 1st and 15th of the calendar month will be due in full within 7 working days of the same calendar month. And the invoices dated between 16th and the last working day of the same month shall be due in full by the 7th working day of the following calendar month. Should the airlines' terms change, the Customer's credit terms will be changed to match. Yacht Flights shall provide as much advance notice of such change as possible.

5.5 Payment shall be remitted in the same currency as invoiced by Yacht Flights. Suspension or set off of payment is prohibited. All bank and credit card transaction charges (Yacht Flights & Customer) are at the Customer's cost.

5.6 Yacht Flights may require a deposit from the Customer to reserve the Travel Services. If full payment for the Travel Services is not received when due under the Travel Service Agreement, then the deposit shall be forfeited by the Customer and Yacht Flights reserves the right to cancel any Travel Agreements without liability to the Customer.

5.7 Any dispute with respect to any amounts charged by Yacht Flights to the Customer must be submitted by the Customer to Yacht Flights in writing within 14 days of the date of receipt of the invoice or receipt, including a substantiation of the dispute. The purchase evidenced by the Order Confirmation will be binding if the dispute is not notified in writing within that time period.

5.8 Time shall be of the essence with regard to payment to Yacht Flights under this Agreement.

5.9 Payment delays will result in the automatic application of late payment interest at the rate of three times the legal interest rate and a fee of \$40.00 as compensation for recovery costs.

5.10 Yacht Flights has certain agreements in place with Travel Service Providers and travel intermediaries, under which Yacht Flights is entitled to compensation and/or other benefits. Such compensations/benefits are for the sole benefit of Yacht Flights.

6. CONFIRMATION AND DELIVERY

6.1 Once an Order for Services is confirmed and payment is completed, the Customer and, as the case may be, the Traveler, will receive a confirmation email providing the Customer and the Traveler with a confirmation number (the "Order Confirmation"). The Customer and the Traveler must keep the Order Confirmation.

6.2 The Customer will provide Yacht Flights in a timely manner with the information required (including any further information required) regarding itself and any other Traveler.

6.3 The Customer and the Traveler shall be responsible for verifying that all of the information contained in an Order Confirmation correctly reflects the Services purchased. If any of the information contained in an Order Confirmation is incorrect, the Customer or the Traveler must contact Yacht Flights on the same day on which the booking is made in order to have it corrected.

6.4 The Customer hereby agrees that Yacht Flights will be entitled to provide the information regarding itself and any other Traveler, including, without limitation, the mobile telephone number, email address and passport details to the Travel Service Providers. The Customer warrants to Yacht Flights that all Travelers have given the Customer the requisite

authorizations to transfer such information to Yacht Flights, the Customer hereby indemnifying Yacht Flights in respect of any claims brought by any Traveler in respect of any such transfer or holding of, or dealings with, any such information. If the Customer does not wish to permit such information to be provided or is in default in this respect, Yacht Flights will not be liable for any delays and/or other damage caused by the inability to inform the Travelers in a timely manner by or on behalf of Yacht Flights.

6.5 Electronic tickets will be delivered by means of e-mail. For other travel documents issued by Travel Service Providers, delivery or pick-up arrangements will be made between the Customer and Yacht Flights. If the Customer elects to have any documents delivered by courier, applicable courier charges will be payable by the Customer. The Customer and the Traveler are responsible and liable for compliance with the applicable Travel Service Provider pick-up conditions.

7. CUSTOMER RESPONSIBILITIES AND TRAVEL DOCUMENTATION

7.1 It is the responsibility of the Customer to ensure that he or she and the other Travelers have the appropriate documentation in their possession (such as current and valid passports, visas and identification cards) before travel, and that they satisfy all other applicable requirements (such as vaccinations), to gain entry to the chosen destination. The Customer acknowledges having had the opportunity to review the applicable documentation and other requirements prior to completing the purchase of Services.

7.2 Customer agrees that use of marine tickets is strictly limited to qualifying Travelers. The Customer waives any claim against Yacht Flights for any Travelers denied boarding/refused travel on the basis they are not qualifying Travelers or that they lack the proper documentation required when travelling on such tickets.

7.3 Air travel to other countries is governed by various conventions and agreements between governments, which are incorporated into the Travel Agreement.

7.4 It is the Customer's responsibility to become familiar with the relevant laws and customs of the countries of destination. The Customer acknowledges that the living standards and practices at the destination and the standards and conditions at the destination with respect to the provision of utilities, services and accommodation may differ from those found in the Traveler's home country.

8. ADMINISTRATIVE AND HEALTH FORMALITIES

Travelers who are citizens of foreign countries must inquire about these formalities, prior to purchasing their ticket, with the competent authorities of their country of origin as well as of the countries of destination and/or transit. Yacht Flights assumes no responsibility towards the Traveler who, because of non-compliance with these formalities, is unable to depart on the date indicated or to cross a border. In case of non-compliance with formalities, Yacht Flights cannot in any case and in any way be held liable towards any Traveler for the total or partial refund of their ticket of compensation of any kind.

9. AMENDMENTS, CANCELLATION AND CHANGES

9.1 If either party wishes to change or cancel the scope or performance of the Services detailed in an Order Confirmation, it shall submit details of the requested change to the other party in writing. Yacht Flights shall, within a reasonable time after such request, provide a written estimate to the Customer of:

9.1.1 any necessary variations to the fees and other charges for the Travel Services and Services arising from the change;

9.1.2 the likely effect of the change on the Travel Services and Services; and

9.1.3 any other impact the change might have on the performance of the Agreement.

9.2 Promptly after receipt of the written estimate, the Customer shall advise Yacht Flights if it wishes to proceed with the such change or cancellation.

9.3 If the Customer wishes to cancel a Travel Agreement in whole or part, the Yacht Flights fees as set out in the Fee Schedule shall apply, both the original booking fee as well as any corresponding cancellation fee.

9.4 In the event that the Travel Service Provider makes changes to, or terminates a Travel Agreement, Yacht Flights shall not be liable to the Customer and the Customer agrees to pay any associated costs of the Travel Service Provider relating to the change/termination.

9.5 Customer must inform Yacht Flights of any ticket or partial ticket not utilized by a Traveler at the earliest possible opportunity. Yacht Flights will then request and apply for a refund from the relevant Travel Service Provider and, on receipt of the Travel Service Provider's refund authority, Yacht Flights will duly credit the Customer.

10. PRIVACY AND COMMUNICATION

10.1 Yacht Flights agrees that it shall comply with the terms of the Data Protection Act 2018 ("DPA"), and the General Data Protection Regulation (regulation EU 2016/679); any data protection legislation outside of the EU within countries in which Yacht Flights operates; and Electronic Communications (EC Directive) Regulations 2003 and any revisions thereof (collectively referred to as "Data Protection Legislation") concerning the processing of personal data that the Customer provides to Yacht Flights and will only use and process Personal Data (as defined in the Data Protection Legislation) for the purposes of performing the Services. Yacht Flights agrees that it will not use Personal Data provided by the Customer for any other reason.

10.2 Yacht Flights agrees that it will at all times process Personal Data in full compliance with the rights of data subjects under Data Protection Legislation and will provide suitable mechanisms for data subjects to exercise their rights as determined in such Data Protection Legislation.

10.3 Yacht Flights recognizes the Customer as the Data Controller of the Personal Data, being the entity that has determined the purpose and means by which Personal Data is to be processed. Yacht Flights is the Data processor and is processing Personal Data on behalf of the Customer.

10.4 Yacht Flights confirms that it will take appropriate technical and organizational measures against unauthorized or unlawful processing of Personal Data provided by the Customer and against accidental loss or destruction of or damage to Personal Data and will only process such Personal Data in accordance with this Agreement and in accordance with the Customer's instructions. For the avoidance of doubt, the Parties acknowledge that it may be necessary for Yacht Flights to divulge certain Personal Data of passengers for whom travel arrangements are booked for the purposes of protecting aviation safety under the terms, amongst other legal requirements, of the Advanced Passenger Information System. Yacht Flights may therefore have to transfer Personal Data outside Europe to be able to complete the passenger booking and the requirements of this Agreement.

10.5 The Customer warrants and represents that they shall comply in all respects with their obligations as Data Controller pursuant to Data Protection Legislation, including but not limited to having obtained the appropriate consents from the data subjects to provide Yacht Flights with the Personal Data.

11. CONFIDENTIAL INFORMATION

11.1 All non-public, confidential or proprietary information of Yacht Flights, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by Yacht Flights to any Customer or any Traveler, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services is confidential, and shall not be disclosed or copied by any Customer or any Traveler without the prior written consent of Yacht Flights. Confidential Information does not include information that is: (i) in the public domain; (ii) known to the Customer or the Traveler at the time of disclosure; or (iii) rightfully obtained by Customer or the Traveler on a non-confidential basis from a third party.

11.2 The Customer and the Traveler agree to use the Confidential Information only to make use of the Services.

11.3 Yacht Flights shall be entitled to seek injunctive relief for any violation of this Clause.

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12. LIMITATION OF LIABILITY

12.1 IN NO EVENT SHALL YACHT FLIGHTS BE LIABLE TO THE CUSTOMER OR A TRAVELER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2 IN NO EVENT SHALL YACHT FLIGHTS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO EACH ORDER CONFIRMATION, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TRANSACTION FEES PAID TO YACHT FLIGHTS FOR THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.

12.3 The limitation of liability set forth above shall not apply to (i) liability resulting from Yacht Flights gross negligence or willful misconduct; (ii) death or bodily injury resulting from Yacht Flights negligent acts or omissions; and (iii) any other liability which cannot be excluded at law.

12.4 Except as expressly set out in this Agreement, the Services are provided on an 'as is' and 'with all faults' basis and Yacht Flights and its licensors expressly disclaim all other warranties of non-infringement, merchantability, satisfactory quality, accuracy and fitness for purpose. No oral or written advice or information provided by Yacht Flights, its agents, employees of third-party providers shall create a warranty and the Customer shall not be entitled to rely on any such advice or information. This disclaimer of warranties is an essential condition of the Agreement.

12.5 Yacht Flights shall have no liability to the Customer for the acts or omissions of any Travel Service Provider arising out of or in connection with any Travel Services Agreement entered between a Travel Service Provider and a Customer, including but not limited to errors or bias in reservations, fares, or other information provided by any automated reservation system of the Travel Service Provider. In respect of all Travel Services, the terms and conditions contained in the Travel Service Agreement shall apply.

13. COMPLIANCE WITH LAWS

13.1 In performing its obligations under the Agreement, Yacht Flights shall establish and maintain appropriate business standards, procedures and controls, including those to avoid any real or apparent impropriety or adverse impact on the interests of the Customer.

13.2 Yacht Flights undertakes to:

13.2.1 Comply with the terms of the Criminal Finances Act 2017;

13.2.2 comply with all applicable laws, regulations and sanctions relating to anti-slavery and human trafficking including but not limited to the Modern Slavery Act 2015 ("Anti-Slavery Requirements"); and

13.2.3 conducts its business in a manner that is consistent with all laws and regulations.

14. MISCELLANEOUS

14.1 Yacht Flights reserves the right to alter or amend these Terms and Conditions at any time by written notice to the Customer.

14.2 If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.3 A person who is not a party to this Agreement has no right to enforce any of its terms.

14.4 Provisions of the Agreement which by their nature should apply beyond their terms, will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: Confidential Information, Governing Law and Submission to Jurisdiction.

14.5 The Customer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Yacht Flights. Any purported assignment or delegation in violation of this Clause is null and void. No assignment or delegation relieves the Customer of any of its obligations under the Agreement.

14.6 These Terms and Conditions are solely for the benefit of the Customer and Yacht Flights. It is not for the benefit of any other person, except for permitted successors and assigns.

14.7 The Agreement comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral in relation to the subject matter of the Agreement.

15. GOVERNING LAW AND SUBMISSION TO JURISDICTION

15.1 All matters arising out of or relating to the Agreement are governed by, and construed in accordance with, the laws of Mauritius.

15.2 The parties agree that any legal suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the courts of Mauritius, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

15.3 The application of the United Nations Convention for the International Sale of Goods (CISG) is excluded.

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