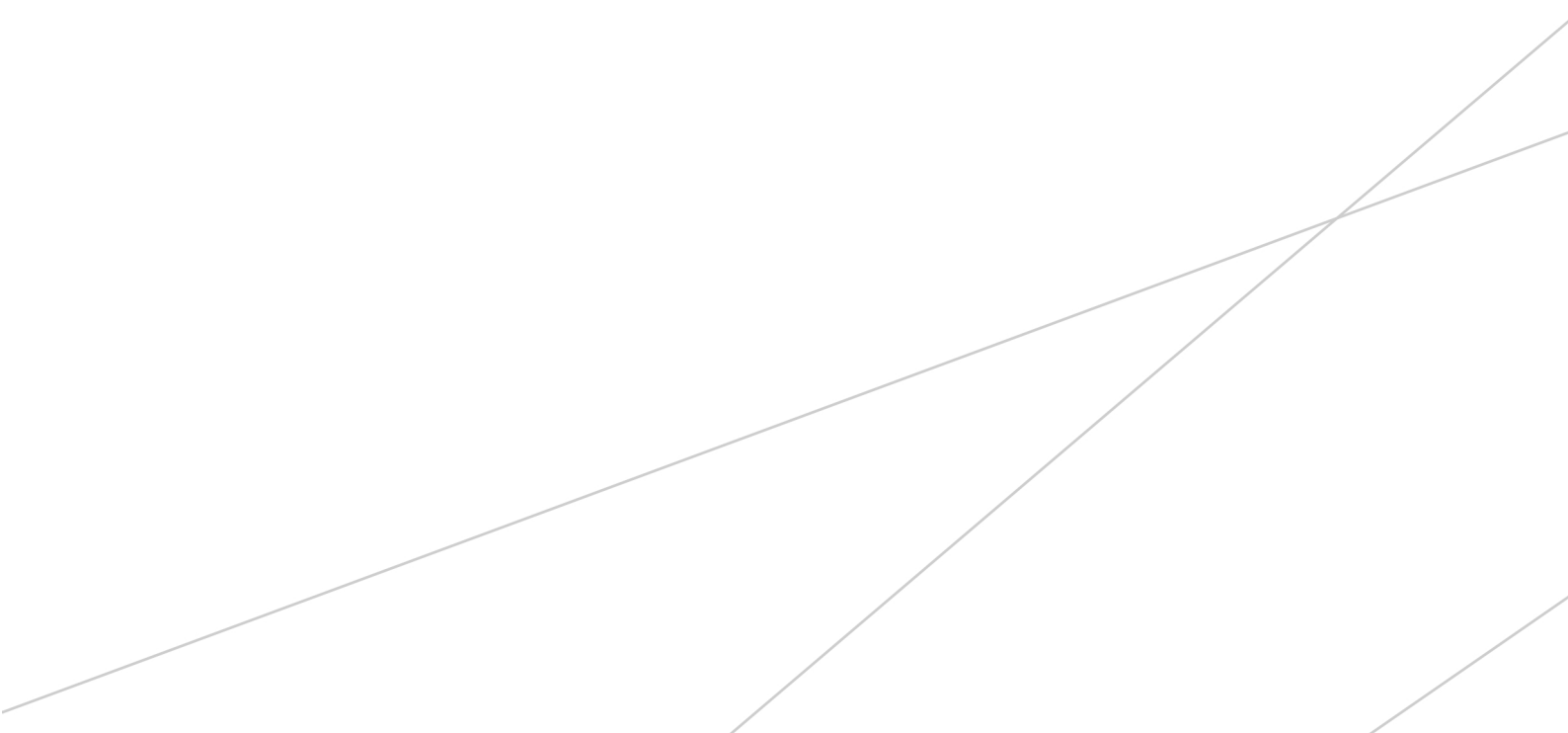




PRIVATE FLIGHT GLOBAL LIMITED

Provider Standard
Terms & Conditions



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1. The Services

1.1 Appointment

Private Flight hereby appoints the Provider to provide the services. The Provider will provide its services directly to Private Flight's customers, with Private Flight acting only as an intermediary.

1.2 Provider's appointment not exclusive

The Provider acknowledges that its appointment to provide the Services is not exclusive. Private Flight shall from time to time appoint other service providers to provide the Services to Customers as the intention of the Business is to offer Customers a range of service providers to choose to purchaser Services from.

1.3 Requirements in providing Services

The Provider accepts the appointment and agrees that in performing the Services, the Provider must:

(a) Preparation: Prepare and present food and beverage items to the highest industry standards ensuring that food and beverages are prepared, packaged and delivered in a safe manner for consumption observing all food hygiene standards and controls.

(b) Close Orders within 5 working days: ensure that all Orders are closed (final cost completed) within 5 working days of the Order being placed. If an Order is not closed within 5 working days, Private Flight reserves the right to close the job without any further additional costs being added and the Provider shall be liable to complete and deliver such Order in accordance with the closing costs as determined by Private Flight.

(c) Safety Guidelines: In addition to local industry certification, providers must demonstrate adherence to World Safety Guidelines equivalent to the HACCP principals and appropriate transportation and delivery standards.

(d) Quality assurance: Have and comply with standards (including any environmental, health and safety and hygiene policies) and an appropriate quality assurance system (to be approved by Private Flight).

(e) Menus: Not make changes to menus or menu items (including public tariffs) listed on the Website as being available without first consulting with Private Flight.

(f) Behavioural standards: Be courteous and professional in all dealings with Private Flight employees or representatives, Customers, Handlers and Trip Planners when involved with Private Flight orders.

(g) Continuity of Services: Be able to perform the Services at all times throughout the term of this agreement provided that where the Provider is unable to provide a service for a short period, the Provider may request that Private Flight temporarily limit access to the Provider menus on the on-line ordering system.

(h) Comply with directions: Observe and comply with the reasonable and lawful directions of Private Flight including complying with all security regulations or procedures or directions as may from time to time be given in writing to the Provider by Private Flight relating to the security of or access to Locations or Customers.

(i) Prudent person: Exercise the care, judgment, diligence, skill and expertise that might reasonably be expected of a prudent person engaged in the business of providing the Services.

(j) General compliance:

- 1. Authorisations:** Obtain and maintain every necessary and prudent authorisation to ensure the Provider can perform the Services including, without limitation, all necessary liquor licensing.
- 2. Laws and regulations:** Comply at all times with all applicable laws and regulations and terms of all licences, permissions, authorisations and consents necessary and prudent to enable it to perform the Services.
- 3. Airport Authorisations:** Obtain and maintain every necessary and prudent authorisation to ensure the Provider can successfully deliver the order to the Handler/FBO and/or aircraft at the agreed Location.

(k) Resources: Ensure the Provider is at all times adequately resourced, including product and staff availability, to provide the Services in the manner agreed under this Agreement.

(l) Staff skills and experience: Ensure that the staff it engages to perform the Services possess the skills and experience necessary to provide the Services in accordance with clauses 1.3(a) to (k) above.

(m) Insurance: Maintain insurance cover sufficient to:

1. cover any liability it may incur under this Agreement; and
2. cover any liability it may incur to Customers in providing the Services (including the liability contemplated in clause 4.1).

(n) Act in Good Faith: Act in good faith in fulfilling its obligations under this Agreement.

1.4 Personnel

(a) Key personnel: The Provider must notify Private Flight as soon as key personnel are replaced or substituted. Key personnel include any person identified from time to time by Private Flight in writing to the Provider as key personnel.

(b) Removal of non-performing personnel: Private Flight may require that the Provider no longer use a particular employee or representative in providing the Services. Private Flight may make such a request if, in its opinion, the employee's or representative's involvement is in some way prejudicial to Private Flight (e.g., due to poor performance, behaviour, security or misconduct reasons).

1.5 Subcontractors

To the extent that the Provider subcontracts to third parties any of its obligations set out in this agreement, the Provider shall remain fully responsible for such obligations and for all acts or omissions of its subcontractors or agents. Nothing in this Agreement shall be construed to create any contractual relationship between Private Flight and any subcontractor or agent, nor any obligation on the part of Private Flight to pay or see to the payment of any money due to any subcontractor or agent, except as may be otherwise required by law.

1.6 Review of Services

The parties will meet from time to time during the term of this agreement to review the performance of the Services by the Provider. Each party will ensure senior executive management representation at such reviews. Private Flight shall undertake surveys of Customers concerning the provision of the Services by the Provider from time to time and both parties will review any reports and take such remedial actions so as to continually improve the level of service.

2. Cancellation Policy

Private Flight operates the following cancellation policy to ensure that providers are adequately compensated for the cost of goods and services that have been provided in the process of an order where that order is cancelled:

(a) Order Proceeding: Where an order is received and confirmed and no goods have been purchased no remuneration will be payable;

(b) Production Stage 1 (24-36 hours before delivery): Where outside raw ingredients or goods have been received, and cannot be returned, 100% of these ingredients or goods will be payable;

(c) Production Stage 2 (12-24 hours before delivery): Where outside raw ingredients or goods have been received, and cannot be returned, 100% of these ingredients or goods will be payable; and where any hot items have been prepared, 20% of the order value (excluding delivery) will be payable;

(d) Production Stage 3 (6-12 hours before delivery): Where outside raw ingredients or goods have been received, and cannot be returned, and where hot and/or cold items have been prepared, 60% of the order value (excluding delivery) will be payable;

(e) Production Stage 4 (3-6 hours before delivery): Where outside raw ingredients or goods have been received, and cannot be returned, and where hot and cold items have been prepared and finalised for delivery, 100% of the order value (excluding delivery) will be payable;

(f) Order Departed (0-3 hours before delivery): Where the order has been dispatched from the Provider for delivery, 100% of the order value including delivery fee will be payable;

(g) Order Delivered: Where the order has been delivered to the delivery location specified by the Customer, 100% of the order value including delivery fee will be payable;

(h) Order Retrieved: Where the order has been delivered to the delivery location specified by the Customer and is later requested to be retrieved (for example, the flight has not taken place) 100% of the order value, the delivery fee and a retrieval fee equivalent to the delivery fee will be payable. Where the Provider operates a cancellation policy more favourable to the Customer, that Policy will replace the above Cancellation Policy.

Times indicated for preparation are in accordance with maximum expected preparation times that assume orders are placed within sufficient timeframes. However, the correct order stages should reflect the meaning rather than the times given if these differ due to time restrictions or shorter preparation times.

Private Flight Cancellation Policy – Order Status Business Rules:

	Time	Cancellation Rules	Meaning
Order Proceeding	36 hours before delivery	Full Refund	Order confirmed. Outside goods not ordered or can be returned.
Production Stage 1	24-36 hours before delivery	100% of the items that can't be returned	Outside goods ordered and received
Production Stage 2	12-24 hours before delivery	20% of order value	Outside goods received and hot items prepared, chilled and ready
Production Stage 3	6-12 hours before delivery	60% of order value	Outside goods received, hot items prepared and cold items, prepared and ready
Production Stage 4	3-6 hours before delivery	100% of order value	Preparation is finalised and ready. Order not departed from provider
Order Departed	0-3 hours before delivery	100% of order value +delivery fee (if dispatched)	Preparation is finalised and ready. Order departed from provider
Order Delivered		100% of order value +delivery fee	-
Order Retrieved		100% of order value +delivery fee +retrieval fee	Order is off-loaded and returned to provider for disposal

3. Remuneration & Commission

3.1 Remuneration

Subject to this Agreement and in consideration of the Services provided by the Provider to Private Flight's customers under this Agreement, Private Flight shall pay or arrange payment to the Provider the remuneration in the amounts and times agreed between the parties ("**Remuneration**").

3.2 Remuneration payable

Remuneration shall be payable by Private Flight to the Provider by automatic bank authority or in such other manner as the Parties may from time to time agree.

3.3 Direction & Budgets

The Provider shall, in carrying out its obligations under this Agreement be subject to the direction and control of Private Flight in respect of the incurring of any liability on behalf of Private Flight. Formal budgets for the provision of the Services shall be agreed by the Parties prior to the performance of any Services by (or on behalf of) Private Flight. Any expenditure in relation to the provision of the Services which is in excess of any approved budget shall be borne by Provider unless otherwise agreed in writing by Private Flight.

3.4 Payment

The Provider shall, in carrying out its obligations under this Agreement be subject to Payment: During the term of this Agreement and in consideration of the Services to be performed by the Provider, Private Flight agrees to pay the Provider on the 25th day of the month for the preceding month (i.e., payment for catering delivered in the period 1 January to 31 January will be paid in full on 25 February).

3.5 Provider to bear own overheads

The Provider shall bear its own general overhead expenses including the wages and salaries of its own employees in carrying out the Services.

3.6 Sales tax

In respect of each Order, the Provider shall ensure that all sales and other taxes are included in the price posted on the Website in respect of each Order (either by listing each item as tax inclusive or by showing the tax as a separate and additional component of the cost posted). If the Provider omits to include any tax in the price posted on the Website then it shall bear any liability for it and neither Private Flight nor any Customer shall have any responsibility for such tax.

3.7 Commission

Will be an amount calculated as a percentage of the total Catering cost as agreed between the parties from time to time. Rebate will automatically be deducted from each individual order by Private Flight from the amount payable to the Provider, accompanied by the corresponding credit note.

4. Liability & Indemnity

4.1 Liability to Customers

The Provider acknowledges that it shall bear the responsibility:

(a) to Customers for the quality of Services and food and beverages, or any other agreed Products provided to Customers pursuant to this agreement; and

(b) for all damage caused by its own staff and/or equipment to the staff, equipment, property and aircraft of the Customer or any aircraft on which a Customer is associated with.

4.2 Indemnity

The Provider shall indemnify Private Flight in respect of any liability suffered by Private Flight as a result of any failure by the Provider to perform its obligations under this Agreement including (without limitation):

(a) any liability or loss of revenue resulting from the Provider's failure to deliver food or beverages or other service good requirements pursuant to an Order accepted by the Provider;

any liability or loss of revenue resulting from the Provider's failure to meet agreed product, service or delivery standards, unless such liability arises as a result of the actions of Private Flight, its employees, servants or agents.

5. Non-Competition & Non-Solicitation

5.1 No Competition or solicitation of employees

Neither the Provider nor any related company shall during the term of this agreement or within twelve months following it:

(a) either solely or jointly with any person directly or indirectly carry on or be engaged or concerned or interested or in any way assist in the sale of any goods or the supply of any services competing with any goods or services which have been sold, supplied or provided by or at the request of Private Flight (and VIP Inflight) in the normal course of the Business during the term of this agreement;

(b) canvass or solicit or accept orders for any food or beverages or other catering goods or services directly from existing or potential Customers (and if any such orders are received directly the Provider shall refer such orders to Private Flight); unless, VIP Aircraft Catering is the core business of the Provider;

(c) solicit or entice any of the employees of Private Flight or any related company to terminate their employment with Private Flight or such related Company.

6. Records

6.1 Provider to maintain records

The Provider agrees with Private Flight that it will maintain complete and accurate records relating to the Services and that all books and records ("**Records**") relating to the Services and the personnel involved in providing the Services whether employed by or working by arrangement for the Provider ("**Personnel**") will be available to Private Flight at all reasonable times on reasonable notice.

6.2 Provider to make records available

The Provider will at Private Flight's reasonable expense:

(a) produce the Records and permit Private Flight to take extracts from and make copies of the Records as and when reasonably requested by Private Flight;

(b) produce the Records to any person authorised to require production of books of Private Flight pursuant to any statutory or regulatory authority and permit that person to inspect, take extracts from and make copies of the Records, upon the lawful exercise of the authorities conferred on any person pursuant to any statute or regulation.

7. Confidentiality

7.1 Confidential Information

For the purposes of this agreement the expression "Private Flight's confidential information" includes all information, whether or not specifically designated as confidential in advance of disclosure, concerning the Private Flight's business plans or forecasts, financial state or performance, sales, pricing policies, customers, prospective customers, projects, prospective projects, the names and expertise of and Private Flight's relationship with employees,

contractors and consultants, details of specific contracts, procurement requirements, sales and marketing plans, forecasts and strategies, research and development initiatives, technical know-how or trade secrets.

7.2 Provider to treat all information received as confidential

The Provider shall treat as confidential all Private Flight's confidential information received or developed by the Provider pursuant to this agreement.

7.3 Provider to use reasonable care

The Provider agrees to use the same degree of care to avoid and prevent disclosure of Private Flight's confidential information as it would do to avoid and prevent disclosure of its own confidential information and represents to Private Flight that the Provider takes reasonable care to protect its own confidential information.

7.4 Return of confidential information

The Provider shall return or deliver all documents and other media which contain any of Private Flight's confidential information in the Provider's possession and shall delete any of Private Flight's confidential information that is electronically stored immediately when requested by Private Flight to do so.

7.5 Disclosure of confidential information

If the Provider is required or anticipates that it may be required by law or by court order to disclose any of Private Flight's confidential information, the Provider shall immediately notify Private Flight and will use its best endeavours to withhold this disclosure until Private Flight has a reasonable opportunity to oppose the disclosure by lawful means.

7.6 Confidential obligations continue

The Provider's confidentiality obligations in terms of this agreement shall continue indefinitely for the benefit of Private Flight and its successors and assigns and shall not be diminished or terminated by the termination of this agreement.

8. Intellectual Property Rights

8.1 Exclusive property of Private Flight

Subject to clause 8.2, all Intellectual Property Rights shall be the sole and exclusive property of Private Flight. The Provider shall make use of the Intellectual Property Rights only as expressly permitted under this agreement.

8.2 Provider ingredient details

In order to allow Private Flight to service its Customers including in respect of allergies, dietary or religious restrictions or preferences, the Provider agrees to, on request from Private Flight provide ingredient details. Private Flight acknowledges that any and all intellectual property rights in the ingredients will be owned by the Provider.

8.3 Provider recipe details

Private Flight may from time to time request recipe details for menu items. The Provider shall subject to clause 8.2 be under no obligation to provide such details and if it does then Private Flight acknowledges that the Provider owns the intellectual property in those recipes.

Private Flight undertakes only to disclose recipe details provided by the Provider to those parties the Provider has agreed Private Flight may disclose those details to.

9. Termination

9.1 Termination on notice

Either party may terminate this agreement by giving the other party not less than one calendar month's written notice.

9.2 Immediate Termination

This Agreement may be terminated immediately by any Party ("**the first party**") giving notice in writing to any other Party ("**the other party**"):

(a) Material breach: if the other party commits any material breach of this Agreement including persistent or regular breaches of any agreed service standards which are incapable of being rectified; or

(b) Other breach: if the other party commits any breach of this Agreement which is not rectified within 7 days of written notice having been given to the other party by the first party; or

(c) Insolvency: if the other party becomes insolvent or an application is made for its liquidation; or

(d) Receiver appointed: if a receiver or Company of any asset of the other party is appointed, or an order made or resolution passed for the liquidation of the other party.

9.3 Termination without prejudice to other remedies

Any termination of this Agreement shall be without prejudice to any rights or remedies of the Parties accrued up to termination. Any Orders accepted prior to termination must be fulfilled even if the date for delivery is after the termination date unless specified otherwise by Private Flight.

10. General

10.1 Force Majeure

(a) No Party will be liable for any act, omission, or failure to fulfil its obligations under this Agreement if such act, omission or failure arises from any cause reasonably beyond its control including acts of terrorism, strikes, lockouts, riots, acts of war, epidemics, government action superimposed after the date of this Agreement, fire, communication line failures, power failures, earthquakes, storms or other disasters ("**Force Majeure**").

(b) Any Party unable to fulfil its obligations due to Force Majeure shall:

1. immediately notify the other Parties in writing and provide full information concerning the Force Majeure event including an estimate of the time likely to be required to overcome the event;
2. use its best endeavours to overcome the event and minimise the loss to the other Party; and
3. continue to perform its obligations as far as practicable.

10.2 Notices

(a) Each notice, agreement and other communication (each a "**communication**") to be given, delivered or made under this Agreement is to be in writing but may be sent by personal delivery, post (by airmail if to another country), facsimile or email.

(b) Each communication under this Agreement is to be sent to the address or facsimile number of the relevant Party to the address from time to time designated for that purpose by at least (five) Business Days' prior notice to the other.

(c) A communication under this Agreement will only be effective:

1. in the case of personal delivery, when delivered;
2. if posted or delivered to a document exchange, five Business Days, in the place of receipt, after posting (by airmail if to another country) or delivery to the document exchange;

3. if made by facsimile, upon production of a transmission report by the machine from which the facsimile was sent which indicates the facsimile was sent in its entirety to the facsimile number of the recipient designated for the purposes of this Agreement; and
4. if made by email, when receipt of the email is acknowledged by the recipient, provided that any communication received or deemed received after 5.00 p.m. or on a day which is not a Business Day shall be deemed not to have been received until the next Business Day.

10.3 Assignment & transfer

Neither party will assign its rights nor transfer its obligations under this Agreement without the prior written consent of the other party (which may not be unreasonably or arbitrarily withheld or delayed).

10.4 No Partnership /Agency

Nothing contained in this Agreement is deemed to constitute the Parties partners nor, except as otherwise expressly provided in this Agreement constitute any Party the agent or legal representative of another Party. No Party has authority to act or to assume any obligation or liability on behalf of any other Party except as expressly provided in this Agreement. For the purposes of this Agreement, Private Flight and any person to which it delegates any of Private Flight's obligations are independent Providers.

10.5 Dispute Resolution

In the event of any dispute or disagreement between the parties hereto either with respect to:

- (a) the interpretation of any provision of this agreement;
- (b) the performance of either party of its duties under this agreement; or
- (c) any invoice issued pursuant to this agreement;

each of the parties shall appoint a designated officer to meet for the purpose of endeavouring to resolve such dispute.

Except where urgent injunction relief is required, formal proceedings for the judicial resolution of such dispute may not be commenced until the date on which either of the designated officers notifies the other in writing that he/she has concluded that an amicable resolution of the matter in issue does not appear likely.

10.6 Entire Agreement

This Agreement:

(a) constitutes the entire understanding and agreement of the Parties relating to the matters dealt with in it; and

(b) supersedes and extinguishes all prior agreements, statements, representations and understandings whether verbal or written given by or made between the Parties relating to the matters dealt with in this Agreement.

10.7 No waiver

No Party will be deemed to have waived any right under this Agreement unless the waiver is in writing and signed by that Party. A failure to exercise or delay in exercising any right under this Agreement will not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in this Agreement.

10.8 Severability

Any unlawful or voidable provision in this Agreement shall be read down so as to be valid and enforceable or, if it cannot be read down, will be severed from this Agreement without affecting the validity, legality or enforceability of the remaining provisions, provided the reading down or severing does not materially affect the purpose of or frustrate this Agreement.

10.9 Further acts

Each Party shall sign and deliver any documents and undertake any acts, matters and things which are reasonably required or requested by the other Parties to carry out and give effect to the intent and purpose of this Agreement.

10.10 Governing Law & Jurisdiction

This Agreement is governed by English law and the courts of England shall have non exclusive jurisdiction in any proceedings relating to it.

10.11 Costs & expenses

The Parties shall each bear their own costs and expenses incurred in connection with the preparation and implementation of this Agreement.

10.12 Further Amendments

Private Flight hereby reserves the right, in its sole discretion, to update and make changes to these terms and conditions at any time without prior notice to the Provider. In the event that changes are made to the terms and conditions, the amended terms and conditions will be posted to the Website immediately at the following link: www.private-flight.com. Continued use of the Online System and Website, together with provision of the Services, shall be deemed as acceptance of the updated terms and conditions on behalf of the Provider.

11. Definitions & Interpretation

11.1 Definitions

In this Agreement, unless the context requires otherwise, any reference to:

"Agreement" - means the Private Flight Provider Agreement to which this schedule is attached, this schedule and the appendices attached to it.

"Business" - means the business of multi customer and multi provider co-ordinating of catering and other service good requirements for passengers and crew travelling on Private Aircraft using a global online ordering system.

"Business Day" - means a day on which registered banks in the jurisdiction of the Provider are open for ordinary banking business.

"Commencement Date" - means the date on which the Provider accepts appointment as a Provider upon the execution of an agreement authorised by a duly appointed representative of Company.

"Commission" - means the commission set out in clause 6 of the Agreement.

"Company" - means Private Flight Global Limited.

"Customer" - means a customer of the Business and includes where an Order is made by or through (or is delivered to) a Handler, the Handler.

"Handler" - means an aircraft handler or fixed base operator being a commercial enterprise that provides support services to Private Aircraft at individual locations.

"HACCP" - means Hazard Analysis Critical Control Point and refers to the identification and assessment of food safety hazards and defining means of their control. The Application of HACCP principals should be consistent with those identified in the Logic Sequence for Application of HACCP in the Codex Alimentarius 1997 (World Health Organisation).

"Intellectual Property" includes any patents, registered designs, utility models, trade marks (including logos and trade dress), domain names, copyright, rights in inventions, confidential information, knowhow and trade secrets and all other intellectual property (including all things recording that intellectual property) in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

"Intellectual Property Rights" - means all the right title and interest to any Intellectual Property in or used in connection with the Online System or the Business.

"Online System" - means the online ordering system accessible on the Website. "Order" - means an order made by Private Flight or a Customer via the Online System or manually by fax or telephone for the delivery of food or other service good requirements which the Provider and Private Flight have from time to time agreed will be supplied by the Provider.

"Parties" - means the parties to this Agreement.

"Person" - includes an individual or a corporate entity howsoever or wheresoever incorporated or domiciled.

"Private Aircraft" - means VIP/Business aircraft falling into the following categories:

- (a) Government aircraft operated for the benefit of heads of state, royal family members, government officials and guests;
- (b) Private aircraft owned by high net worth individuals for their own private use or for the benefit of their family and friends;
- (c) Corporate aircraft owned by business entities used for the purposes of the business and its shareholders and staff;
- (d) Commercial aircraft which are leased or chartered.

"Provider Menu Page" - means the pages on the Website that display the menu categories and menu items that the provider has made available to Private Flight Customers.

"Remuneration" - has the meaning given to it in clause 3.1.

"Services" - means those services specified in the agreement.

"Trip Planner" - means a commercial enterprise that provides support services to Private Aircraft on a per trip basis through a network of Handlers.

11.2 "Website"

Means www.private-flight.com

PRIVATE
FLIGHT 

www.private-flight.com