



ZEUSCH
AVIATION

GENERAL TERMS & CONDITIONS

14-06-2024 - B2B (V20240611/16)

GENERAL TERMS AND CONDITIONS FOR THE PERFORMANCE AND PROVISION OF SERVICES BY Zeusch AVIATION B.V.

INTRODUCTION

A. ABOUT US

We are Zeusch Aviation B.V., a private limited company, with its seat in Amsterdam, the Netherlands, registered in the business register of the Dutch Chamber of Commerce under number 51404869 ('Zeusch'). Zeusch is based at Lelystad Airport (EHLE) in the Netherlands. Zeusch is an aviation company, that owns and/or operates various aircraft and provides a variety of aerial services. Zeusch is in the business of private air carriage. We are not an airline, nor are we an air service or air carrier that holds itself out to the general public and offers air transport to the general public or operates on the basis of a fixed flight schedule to specific destinations. In other words: we do not have or undertake any general air carriage or air transport obligation.

For more information about our services, we refer to our website: www.zeusch.com.

B. ABOUT THESE GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to provision and performance of services by Zeusch, and the procurement and use of Zeusch' services by the Client (the '**Terms of Service**'). The Terms of Service consists of the following chapters:

- **INTRODUCTION**
- **CHAPTER A | GENERAL:** This chapter includes the provisions that apply to all services offered and performed or provided by Zeusch.
- **CHAPTER B | PASSENGERS:** This chapter includes the provisions that apply to (the carriage of) Passengers and their luggage.
- **CHAPTER C | CARGO:** This chapter includes the provisions that apply to (the carriage of) cargo.
- **CHAPTER D | MEDEVAC & TRANSPLANT:** This chapter includes the provisions that apply to air ambulance services, aeromedical evacuation, aeromedical repatriation services and/or transport of organs.

CHAPTER A | GENERAL

1.

1.1 DEFINITIONS

In these Terms of Service, the following words and expressions will have the following meaning:

Affiliate: means any business, company, (legal) entity, partnership or other undertaking which directly or indirectly controls, is controlled by or is under common control with Zeusch.

Agreement: means the agreement between Zeusch and the Client with respect to the performance or provision of services by Zeusch to the Client.

Air Waybill: the transport document prepared by Zeusch on the basis of the Shipper's Declaration, describing the cargo to be carried by Zeusch under the Agreement.

Aircraft: means any aircraft that Zeusch will operate under an Agreement.

Breach: means any inaccuracy in any representation or warranty, and any attributable failure to comply with or preform any obligation under the Agreement.

Business Day: means Mondays to Fridays, with the exception of official public holidays in the Netherlands.

Captain: means the member of the Crew who is the highest ranking pilot. The Captain is the leader of the Crew and the ultimate authority on board of the Aircraft. Within the Crew, the Captain has the ultimate responsibility for the operation and safety of the Aircraft during the Flight time.

Charter Agreement: means the agreement that comes into existence upon the Client's confirmation of acceptance of a Quote.

Charter Fee: means the all-in charter fee specified in the Charter Agreement.

Clause: means a clause in these Terms of Service.

Client: means the person (being an individual or legal entity or partnership or other form of organization) that has entered into the Agreement with Zeusch, as well as any person that has requested a Quote from Zeusch, and furthermore any of such person's permitted assignees.

Control: means the ability, whether directly or indirectly, alone or together with group entities, whether through the exercise or non-exercise of any voting power whether in general meeting or in any meeting of managing directors or supervisory directors (if any) or managers or whether by

agreement or otherwise, to direct the business affairs of a company or other undertaking or to cause the direction of the management, policies and decisions of a company or other undertaking;

Crew: means the persons who are involved in the operation of an aircraft to fly the aircraft.

Data Subject: will have the meaning ascribed thereto in the GDPR.

Fee: means the compensation owed by the Client to Zeusch with respect to the services provided by Zeusch to the Client under the Agreement.

Flight Schedule: means the schedule for the Flight as set out in the Agreement.

Flight: means the flight(s) described in the Flight Schedule.

Force Majeure: means any event outside the reasonable control of a Party affecting its ability to perform any of its obligations under the Agreement, as described in Clause 13.

GCCC: means the general terms and conditions that apply between Zeusch and the Shipper regarding the carriage of cargo, as specified in ANNEX 1.

GCCP: means the general terms and conditions that apply between Zeusch and the Passenger regarding the carriage of Passengers and their luggage, as specified in ANNEX 2.

GDPR: means Regulation 2016/679/EU of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Master Agreement: means that certain framework agreement between you and us, under which multiple Charter Agreements may be entered into, and pursuant to which you may procure certain Services from us, and we may license or sell and provide certain Services to you.

Party: Zeusch or the Client.

Passenger: means any person, other than the Crew, who is being carried or is to be carried on the aircraft on the basis of the Agreement or otherwise with Zeusch's express consent.

Patient: means a Passenger who is a medical patient and is carried in accordance with Chapter D.

Personal Data: will have the meaning ascribed thereto in the GDPR.

Quote: means any offer, quote, proposal and/or tender-bid made by Zeusch for the performance of Services.

Services: means the services that are offered by Zeusch from time to time, a description of which is included in the Agreement.

Shipper: means the person whose name appears on the Air Waybill or shipment record, which person may be the Client with Zeusch for the carriage of cargo or may be a party for whose benefit the Client has contracted with Zeusch for the carriage of cargo.

Shipper's Declaration: a declaration provided by the Shipper with respect to cargo to be transported by Zeusch under the Agreement, which describes -at a minimum- the content of each separate package of cargo, the previous destination of each package of cargo and the destination of each package of cargo.

Terms of Service: has the meaning given thereto in the Introduction.

We, us, our: means Zeusch.

You, your: means the Client; or, in the GCCC, the Shipper; or, in the GCCP, the Passenger.

Zeusch: has the meaning given thereto in the Introduction.

2. APPLICABILITY

- 2.1 The Terms of Service will apply to all Quotes, Charter Agreements and Agreements, and will automatically form an integral part of every Agreement, and will apply to the performance or provision of Services by ZeusCh, and to the procurement and use of Services by the Client, and any other agreements and/or legal relationships between ZeusCh and the Client resulting from or in connection therewith.
- 2.2 General conditions used or applied by the Client (or third parties) will not be applicable to any Quote or Agreement, or any other agreements and/or legal relationships between ZeusCh and the Client resulting from or in connection therewith.
- 2.3 No amendment of or deviation from the Terms of Service will be effective unless agreed upon in writing by ZeusCh.
- 2.4 ZeusCh is, at all times, entitled to unilaterally update or change the Terms of Service. In such case, the revised Terms of Service will apply from the effective date thereof to all Agreements and to all subsequent Quotes.
- 2.5 The Terms of Service are drawn up in the English language and may be translated in other languages. In case of any inconsistencies or conflicts between the English language version and a translated version, the English language version will have precedence and will prevail.

3. GENERAL RESPONSIBILITIES OF THE PARTIES

- 3.1 In the performance of the Agreement, each Party will: (i) maintain all the necessary licenses, permits, and authorizations to conduct its business and to perform its obligations under the Agreement; (ii) act dutifully and in good faith, and as a reasonable and responsible business partner; and (iii) comply with applicable law.
- 3.2 ZeusCh will perform the Services with the level of professional care that can reasonably be expected and required of ZeusCh.

4. CONTRACT DOCUMENT STRUCTURE

- 4.1 In general, the Agreement will consist of the following documents, whereby in the event of any inconsistency or conflict between or among provisions of the following documents, the contents of the first listed will have precedence and will prevail over the documents listed later:
 - 4.1.1. the Charter Agreement; and
 - 4.1.2. the Terms of Service.
- 4.2 ZeusCh and the Client may also enter into a Master Agreement. In such case, the Master Agreement will be the highest ranking document of the Agreement.

5. QUOTES / ORDERING

- 5.1 If the Client wishes to procure Services from ZeusCh, the Client will submit a request to ZeusCh to that effect.
- 5.2 ZeusCh may provide the Client with a Quote. A Quote is always indicative only. Each Quote may be revoked by ZeusCh, unless such Quote has been accepted by the Client and such acceptance has been received by ZeusCh before the revocation. Unless the Quote states otherwise, it lapses within seven days after the date it was sent by ZeusCh to the Client.
- 5.3 ZeusCh will not be bound by any alterations to a Quote by the Client, or a partial acceptance of a Quote by the Client.
- 5.4 The Client can accept and approve the Quote by returning the signed Quote to ZeusCh or by confirming acceptance hereof in writing (which may be done via e-mail). The accepted and approved Quote will then become the Charter Agreement.

6. AIRCRAFT & CREW

- 6.1 ZeusCh will make available to the Client an Aircraft for rent or use of such Aircraft in accordance with the Agreement.
- 6.2 ZeusCh will make available to the Client an Aircraft that is equipped or suited for the execution of the Flight Schedule as agreed in the Agreement. ZeusCh will also make available the Crew.
- 6.3 ZeusCh has the right to unilaterally change and replace the Aircraft and/or the Crew assigned or designated for the Flight with another aircraft and/or crew that is -in ZeusCh's view- equally suited to perform the planned Flight Schedule.

6.4 The Client's right to use the Aircraft and the Services is personal to the Client. The Client is not entitled to resell or sublet any capacity of the Aircraft, unless the Client has entered into the Agreement as an air charter broker. If the Client is an air charter broker, it may resell or sublet capacity under the following conditions: (i) the resale or subletting involves a single end-user and the entire capacity of the Aircraft; and (ii) the agreement or arrangement between the Client and the respective end-user does not exceed the scope and nature of the Services under the Agreement.

6.5 If the Client does not use the full capacity of an Aircraft on any part of a Flight, Zeusch may, at its own discretion, use or give into use to any third party the free or vacant capacity of the Aircraft; such without owing or coming to owe any compensation to the Client or an end-user.

7. CAPTAIN'S DISCRETION

7.1 The Captain will have absolute and sole discretion as to all matters relating to the operation of the Aircraft, including but not limited to the right:

- 7.1.1. to refuse any Passenger(s), luggage or cargo;
- 7.1.2. to decide what load may be carried on the Aircraft and how it will be distributed within the Aircraft; and/or
- 7.1.3. to decide whether and when a Flight may be safely undertaken and where and when the Aircraft should be landed.

7.2 The Client acknowledges and agrees that an exercise by the Captain of the discretionary rights or powers referenced in Clause 7.1 may cause or require an amendment to or deviation from the Agreement.

7.3 Further, the Client acknowledges and agrees that an exercise by the Captain of the discretionary rights or powers referenced in Clause 7.1 will not cause the Captain or Zeusch to owe or come to owe any compensation to the Client or to a Passenger or to a Shipper.

8. FEE

8.1 The Fee consists of the Charter Fee and any additional costs.

8.2 The Charter Fee is specified in the Charter Agreement (with an itemization of costs that are included in the Charter Fee).

8.3 All costs not specifically included in the Charter Fee are considered additional costs, which will be charged to the Client on the basis of the actual costs increased with administration fee of (at a minimum) ten percent (10%). Examples of such additional costs are the costs of de-icing, other weather related costs, hangarage costs, costs of airfield fire category upgrades, costs of access to (VIP) lounges and terminals, costs of transport to and from an airport, and after hour charges demanded by airports.

8.4 Fees and additional costs will be charged in euros. As appropriate or necessary, the Fees will be increased with taxes, duties and other levies and costs.

9. COMPENSATION FOR INCREASED FLIGHT COST(S)

9.1 If after the signing date of the Agreement there is any increase in costs of security, fuel, airport passenger duty or similar costs relating to the operation of the Aircraft or any part of the Flight, or an increase of Zeusch's aircraft hull insurance or third-party liability insurance, Zeusch may increase the Charter Fee to correct or cover for the increase of its operational costs.

10. TERMS OF PAYMENT

10.1 All Zeusch's invoices are due and payable within fifteen days of the invoice date.

10.2 Zeusch will submit its invoices to the Client via regular mail and/or via email.

10.3 Zeusch is, at its discretion, entitled to require a down payment or prepayment by the Client. Zeusch may set off any down payment or prepayment received from the Client with any invoices which have not been paid by the Client at that time. If Zeusch sets off a down payment or prepayment against the final invoice, any excess amount will be refunded to the Client.

- 10.4 If the Client has a complaint with respect to (part of) an invoice, the Client will communicate such complaint to Zeusich in writing within the payment period. In the absence of (timely receipt by Zeusich of) such written complaint, the invoice will be deemed accepted by the Client without reservation. In case of a complaint by the Client in accordance with this Clause, Parties will use commercially reasonable efforts to resolve the dispute amicably. The Client's right to suspend payment of (part of) an invoice is limited to the amount of the invoice contested in good faith by the Client in accordance with this Clause.
- 10.5 If the Client does not timely and fully pay an invoice, in the event that such invoice has not been disputed in accordance with Clause 10.4, or if the Client fails to timely pay the undisputed part of an invoice, the Client will be in default without a warning or notice being required.
- 10.6 If the Client is in (payment) default, Zeusich will, without an additional warning or notice of default being required, be entitled to charge the Client interest on such sum on a daily basis from the due date until the date of payment on the basis of the statutory (commercial) interest rate plus two percent (2%). In addition, the Client will be obliged to reimburse all extrajudicial and judicial collection costs to Zeusich, which are deemed to amount at least fifteen percent (15%) of the amount owed, with a minimum of five hundred euros (EUR 500); such without prejudice to Zeusich's right to claim the actual collection costs.
- 10.7 Without prejudice to Clauses 10.5 and 10.6, Zeusich may treat the lack of payment or untimely payment or incomplete payment of the Fee as cancellation by the Client of the relevant Flight, entitling Zeusich to payment of compensation in accordance with Clause 12 (cancellation policy). In that event, the time of cancellation of the Flight is considered to be the day on which the payment term of the relevant invoice lapses.
- 10.8 All costs for payment transactions (costs associated with the payment of an invoice) are for the account of the Client.
- 10.9 The Client will not be entitled to any set-off or deduction of payment of an invoice.
- 10.10 Zeusich is entitled to set-off or deduct any amounts reserved or due, from receivables or outstanding payments owed by the Client.
- 11. FLIGHT SCHEDULE**
- 11.1 Zeusich will use all reasonable endeavors to complete the Flight Schedule in accordance with the flight times calculated and shown therein.
- 11.2 In addition to deviations at the Captain's discretion (see Clause 7), Zeusich is entitled to deviate from the Flight Schedule for any cause beyond its reasonable control, including but not limited to diversion to an alternate airport due to performance or weather conditions at the originally scheduled destination.
- 11.3 A delay or cancellation of a Flight will not cause Zeusich to automatically be in default.
- 11.4 A delay or cancellation of a Flight will not cause Zeusich to owe or come to owe any compensation to the Client or to a Passenger or to a Shipper, unless such cancellation or delay is caused by an act or omission of Zeusich or its senior management as described in Clause 16.8.
- 11.5 If the Client wishes to amend the Flight Schedule (including any delay in the departure time of any Flight), it will submit a written request to that effect to Zeusich. Zeusich may, acting reasonably, reject the requested amendment or make its acceptance thereof conditional. One such condition will be that any (additional) costs resulting from the amendment will be for the account of - and will be borne by - the Client.
- 11.6 In the event that the Aircraft is unable to perform any part of the Flight, Zeusich may substitute, with prior notice, the operator or aircraft. For the avoidance of doubt: any such replacement aircraft will be deemed to be the Aircraft for the purposes of that part of the Flight. If no such substitute aircraft is available, (that part of) the Flight will be considered to have been canceled and the Client will be reimbursed the amount paid in respect of (that part of) the cancelled Flight or Flights.

12. CANCELLATION POLICY

12.1 In the event of cancellation of the Flight or any part of it by the Client, the Client is required to pay compensation to Zeusich in the manner as follows:

- 12.1.1 twenty five percent (25%) of the Charter Fee if notice of cancellation is received by Zeusich less than thirty days but more than seven days before scheduled departure time;
- 12.1.2. fifty percent (50%) of the Charter Fee if notice of cancellation is received by Zeusich less than seven days but more than forty-eight hours before scheduled departure time;
- 12.1.3. seventy five percent (75%) of the Charter Fee if notice of cancellation is received by Zeusich less than forty-eight hours but more than twenty-four hours before scheduled departure time; or
- 12.1.4. hundred percent (100%) of the Charter Fee if notice of cancellation is received by Zeusich less than twenty-four hours before scheduled departure time.

12.2 The time of cancellation is considered to be the moment Zeusich receives the notice of cancellation, which will be determined in accordance with Clause 20.

12.3 Payment of the cancellation fee (and Zeusich's claim or right with respect thereto) will be without prejudice to Zeusich's right to payment of the Fee for Services rendered prior to cancellation.

13. FORCE MAJEURE

13.1 Zeusich will not be deemed in Breach with regards to any of its obligations if, and to the extent that, the performance of such obligation is prevented or delayed by an event of Force Majeure.

13.2 With respect to the obligations of Zeusich, Force Majeure will include, but will not be limited to, the following events:

- 13.2.1. meteorological conditions, such as visibility minima;
- 13.2.2. delays due to air traffic control;
- 13.2.3. airport closures;
- 13.2.4. technical failures (conditional on the correct maintenance being performed by Zeusich in accordance with the regulations of a local aviation authority);
- 13.2.5. illness of the Captain and/or other members of the Crew;
- 13.2.6. strikes, industrial disputes, riots, demonstrations, embargoes, war or threat of war;
- 13.2.7. restrictions imposed under applicable law;
- 13.2.8. circumstances that may be detrimental to the health and/or safety of Passengers, livestock and/or cargo.

13.3 In addition to the above, the Client acknowledges that if the Aircraft is forced to divert to an airport in the vicinity of the agreed destination, for example due to airport closure for whatever reason, and it cannot be reasonably expected that the Flight can continue to the originally agreed destination airport, the Flight will be considered to be duly completed in accordance with the Flight Schedule upon arrival at the alternative airport.

13.4 Notwithstanding Clause 13.1 through Clause 13.3, Zeusich will, within reasonable limits (to be determined by Zeusich), as an additional service, assist the Client in arranging for alternative means of transportation (e.g. car) to the originally agreed destination airport. The Client will owe Zeusich compensation for such additional services.

13.5 If, due to circumstances or events in a certain region, Zeusich is forced to deviate from the planned Flight Schedule or is in any other way hampered in the execution of the Flight Schedule, and a certain Flight can only be performed at extra cost or effort (such as rerouting, additional landings or overnight stops), the Parties will promptly consult each other about the situation and potential consequences thereof, including the potential related additional costs for the Client.

14. ANIMALS

- 14.1 No pets or animals may be transported on Flights, except with Zeusich's prior written approval. Such approval by Zeusich will, among other, be subject to (i) the assumption of the full responsibility for the safety, health, and conduct of the pets or animals by the Client; and (ii) the Client's obligation to ensure compliance with all laws, regulations or restrictions, orders, demands and requirements of countries to be flown from, into or over which the Flight is planned to be executed.
- 14.2 The Client must, at its own cost and expenses, timely obtain all documents required for transportation of the pet or animal, including but not limited to required (health) certificates.

15. INCIDENTS AND MEDIA

- 15.1 If the Aircraft were to suffer significant damage or would otherwise become involved in an incident involving death or injury to any person, or upon the occurrence of any other event which might generate media interest or give cause for governmental investigation, the occurrence of such incident and the consequences thereof will be treated confidentially by the Client. Accordingly, the Client will not disclose any information or make any statement to any third party about such incident, except (i) with the prior written consent of Zeusich; and/or (ii) to the competent governmental authorities, to the extent legally required.

16. LIMITATION OF LIABILITY / RISK ALLOCATION

- 16.1 The provisions of this Clause 16 will apply to the maximum extent permitted under applicable mandatory law.
- 16.2 The Client will defend Zeusich against all actions, claims and proceedings brought or initiated by a third party (including Passengers and Shippers), and will indemnify and hold harmless Zeusich against any and all losses, costs, damages, awards, expenses, fines and/or fees (including reasonable legal fees) which may be suffered by or incurred by and/or awarded against Zeusich in connection with or as a result of such third party actions or

or claims or proceedings, arising from or pertaining to:

- 16.2.1. the Services, except to the extent such losses, damages or liabilities were the direct result of an act or omission of Zeusich or its senior management as described and specified in Clause 16.8;
- 16.2.2. a Breach on the part of the Client.

16.3 Subject to Clause 16.8 and Clause 16.9, Zeusich will not be liable to the Client in respect of any Breach or otherwise, for loss of profits, contracts or goodwill or any other type of special, indirect, consequential or purely economic loss; and such liability is excluded whether it is foreseeable, known, foreseen or otherwise.

16.4 Subject to Clause 16.8, Zeusich will not be liable for any loss, damage or expense arising from injury or death of any pet or animal. Without limiting the generality of the foregoing, Zeusich will not be liable for damage or loss caused by the conduct or acts of the animal itself or of other animals, such as biting, kicking, goring or smothering, nor for that caused or contributed to by the condition, nature or propensities of the animal, or by defective packing of the animal, or by the inability of the animal to withstand unavoidable changes in its physical environment inherent to carriage by air or other means of transportation. Further, Zeusich will not be liable or responsible for any loss or damage incurred by the Client, resulting from the Client's failure to obtain the necessary documents or permits.

16.5 The Client will be liable to Zeusich for any and all loss, damage or expense, and any and all injury or death, caused by any pet or animal transported for the Client.

16.6 All claims for compensation by the Client end if an action is not brought by the Client within three months of the date of arrival of a Flight at its destination, or the date on which the Aircraft was scheduled to arrive, or the date on which carriage stopped.

16.7 Should Zeusch be liable under or in connection with the Agreement, such liability will -subject to Clause 16.8 and Clause 16.9- be limited to the amount that -in the relevant case- is paid out by the liability insurance of Zeusch and will -in any calendar year- not exceed the Fee invoiced by Zeusch to the Client and paid by the Client to Zeusch under said Agreement in the twelve month period prior to the event or events giving rise to such liability.

16.8 Nothing in the Agreement will operate to exclude or limit a Party's liability for damage or loss resulting from or caused by an act or omission of said Party or its senior management, in the event that such act or omission qualifies as (i) willful misrepresentation or fraud (bedrog); or (ii) willful misconduct (grove schuld); or (iii) malicious intent (opzet); (iv) gross negligence (grove nalatigheid); or (v) willful recklessness (bewuste roekeloosheid).

16.9 Nothing in the Agreement will operate to exclude or limit Zeusch's liability for death, personal injury, damages to or loss of luggage if and to the extent that such exclusion or limitation is not permitted under applicable mandatory law. In such case, Zeusch's liability will be determined in accordance with such applicable mandatory law, taking into account any and all exclusions or limitations available to Zeusch under such applicable mandatory law.

17. TERMINATION

17.1 Zeusch may terminate the Agreement with immediate effect, by giving notice to the Client, without owing any compensation to the Client, in case any of the following occurs:

- 17.1.1. the Client has ceased to exist or has been dissolved;
- 17.1.2. the Client has been declared bankrupt, has been granted suspension of payments, has entered into voluntary liquidation, has come to an arrangement with its creditors, or has become the subject of insolvency proceedings;
- 17.1.3. the Client's business has been discontinued; or

- 17.1.4. the Client is in Breach of any of its material obligations under the Agreement and - to the extent such material Breach can be remedied - fails to remedy such material Breach within a period of thirty days after having received a written notice of default with respect to the Breach;
- 17.1.5 the Client is unable to perform its obligations due to an event of Force Majeure, provided that the event of Force Majeure has lasted more than sixty days and the Parties are unable to reach a temporary solution for the Force Majeure period in spite of having negotiated in good faith with respect to such temporary solution;
- 17.1.6. a change of Control of the Client.

17.2 Termination or expiration of the Agreement will be without prejudice to any rights or remedies available to - or obligations or liabilities accrued to - the Parties as at the date of termination or expiration.

17.3 Upon expiration or termination of the Agreement, any outstanding and unpaid amounts owed by the Client under the Agreement will be - or will become - immediately due and payable by the Client.

17.4 The Clauses the survival of which is necessary for the interpretation or enforcement of the Agreement will survive expiration or termination of the Agreement, and will continue in full force and effect.

18. ASSIGNMENT AND SUBCONTRACTING

18.1 The Client herewith grants consent to Zeusch to assign and transfer any or all of its right and obligations to an Affiliate of Zeusch.

18.2 Nothing in the Agreement will exclude or limit Zeusch's rights to grant or create a right of pledge or other security right for the benefit of a bank or other financial institution or other third party on or over any or all (cash) receivables that the Client owes or comes to owe to Zeusch.

18.3 The Client may not assign or transfer or purport to assign or transfer any rights or obligations under the Agreement to another party without the express prior written approval of Zeusch. The Parties intend for this Clause to have legal effect against third parties.

18.4 Zeusch may use subcontractors in its performance of the Agreement. Unless otherwise agreed in writing, the use of subcontractors by Zeusch will not affect the agreed upon Fee.

19. NO THIRD-PARTY BENEFICIARIES

19.1 Except for sub-contractors of Zeusch who will have the benefit of the Agreement, nothing in the Agreement will confer upon any third-party any right, benefit or remedy of any nature under the Agreement.

20. NOTICES

20.1 Any notice or other communication under or in connection with the Agreement will be in writing and will be delivered personally or sent by registered mail or by prepaid recorded courier delivery or by fax or by email, to the Party due to receive the notice at its address or number set forth in the Agreement, or such other address as any Party may specify by notice in writing to the other.

20.2 In the absence of evidence of earlier receipt, any such notice, demand or other communication will be deemed to have been received:

- 20.2.1. if delivered by hand, at the time of delivery;
- 20.2.2. if posted, on the expiration of three Business Days after the notice has been provided to the courier company;
- 20.2.3. if sent by facsimile, on the date confirmation of successful transmission is received; or
- 20.2.4. if sent by email, the moment the email has been received on or by a mail server or mail exchanger used or operated by the receiving Party.

21. DATA PROCESSING | DATA PROTECTION

21.1 Zeusch will process any Personal Data in accordance with the data protection legislation and regulations applicable to it, including but not limited to the GDPR. At the Client's request, Zeusch will provide additional information on how Zeusch processes Personal Data.

21.2 The Parties hereby confirm that, in principle, each of the Parties will qualify as independent controllers within the meaning of the GDPR. No data processing agreement is required with respect to the provision of the Personal Data to Zeusch by the Client under the Agreement and/or the subsequent use thereof by Zeusch. If and to the extent the Client would at some point transfer or make available Personal Data to Zeusch for processing in accordance with the GDPR, the scope and nature of the processing (activities, categories of Data Subjects and the categories of Personal Data) will be described and specified in a data processor agreement, which will then become part of the Agreement.

21.3 The Client represents and warrants that the provision of any Personal Data by the Client to Zeusch under the Agreement, even if such Personal Data originates from third parties or is provided to Zeusch or put at Zeusch's disposal by third parties at the Client's request, will comply with all applicable laws and regulations, including privacy laws and regulations.

22. MISCELLANEOUS

22.1 Should any or several of the provisions of the Agreement be or become invalid or unenforceable, this will not affect the remaining provisions thereof. In such event, the relevant provision will be replaced by a valid and enforceable provision that reflects - to the extent possible - the purpose and the intended effect of the original provision.

22.2 The Agreement, and any attachment thereto, constitutes the entire agreement between the parties and supersedes any previous agreements or arrangements between them relating to the subject matter hereof.

22.3 It is the intention of the Parties that the Agreement can only be amended or supplemented in writing. Accordingly, only a written instrument signed by the Parties can serve as proof of an agreed amendment of - or supplement to - the Agreement.

23. APPLICABLE LAW AND JURISDICTION

23.1 The Terms of Service, the Agreement, every Quote, every Charter Agreement, the performance or provision of Services by Zeus, the Client's procurement and use of the Services, and any other agreements or other legal relationships resulting therefrom or in connection therewith will be subject to - and will be construed in accordance with - the laws of the Netherlands.

23.2 Without limiting the generality of Clause 23.1, the Parties herewith specifically agree that the choice of jurisdiction and the procedure for dispute resolution set forth below in this Clause 24 will be subject to -and construed in accordance with- the laws of the Netherlands.

24. JURISDICTION AND ARBITRATION

24.1 The courts of Amsterdam, the Netherlands, shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any and all disputes, concerning (the validity of) Clause 23 and/or (the validity of) Clauses 24.2 and 24.3.

24.2 All disputes, which may arise out of or in connection with Terms of Service, the Agreement (including any question regarding its existence, validity or termination), every Quote, every Charter Agreement, the performance or provision of Services by Zeus, the Client's procurement and use of the Services, and any other agreements or other legal relationships resulting therefrom or in connection therewith, will be fully and finally settled in accordance with rules of or arbitration of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut). The following will apply:

- 24.2.1. The arbitral tribunal will decide on the basis of the rules of law ('naar de regelen des rechts'). Their arbitral award will not be disclosed other than to the parties to the arbitral proceedings.
- 24.2.2. The arbitral tribunal will consist of one (1) arbitrator. In deviation of the foregoing, in the event that the dispute involves a claim of more than one hundred thousand euro (EUR 100,000.00), the arbitral tribunal will consist of three (3) arbitrators, whereby the president or

chairman of the arbitral tribunal must have a degree as master of Dutch law.

- 24.2.3. The place of arbitration will be Amsterdam, the Netherlands. The arbitral tribunal may hold hearings, deliberate and hear witnesses and experts at any venue or location it deems appropriate within the aforementioned place of arbitration.
- 24.2.4. The arbitral procedure will be conducted in the English language, unless the Client is based or registered in the Netherlands, in which case the procedure will be conducted in the Dutch language.

24.3 Clause 24.2 will be without prejudice to a Party's right to seek interim relief in summary proceedings to be brought before, or to apply for protective measures to, the competent court in Amsterdam, the Netherlands.

CHAPTER B | PASSENGERS

25. APPLICABILITY GCCP IN RELATIONSHIP BETWEEN Zeus AND PASSENGERS

25.1 The GCCP, included in ANNEX 1, are part of the Agreement between Zeus and the Client and exclusively apply to Zeus (or any substitute carrier) in relation to the carriage by air of Passengers and/or their luggage.

25.2 The Client will ensure that all Passengers consent to the applicability of the GCCP and will ensure that all Passengers have received a copy hereof prior to boarding the Flight. Upon first request, the Client will provide Zeus with a copy of the GCCP signed by the Passengers.

26. OBLIGATIONS OF THE CLIENT AND PASSENGERS

26.1 The Client is responsible for the Passengers (i) complying with all relevant laws and regulations of governments, customs or other institutions; (ii) complying with the GCCP; and (iii) meeting all of their obligations in other respect, including but not limited to timely payment by such Passengers of any rights, fees, levies and other costs, even if these sums are charged to Zeus initially.

26.2 Zeus may restrict the size, volume or weight of luggage allowed on the Aircraft.

26.3 It is not permitted to bring articles on board the Aircraft as luggage or otherwise (i) which cannot be transported in accordance with applicable law or IATA/ICAO rules and regulations, (ii) which in the opinion of Zeusch are dangerous, malodorous or offensive, (iii) the transportation of which is prohibited by any state or country over which the Flight is planned to be executed, (iv) which may jeopardize the safety of the Flight; or (v) which are not suitable for air transportation.

27. LIMITATION OF LIABILITY / RISK ALLOCATION

27.1 The provisions of this Clause 27 will apply to the maximum extent permitted under applicable mandatory law.

27.2 In addition to Clause 16, Zeusch will not be liable to the Client for any losses, costs, damages, awards, expenses, fines and/or fees (including reasonable legal fees) which may be brought against or suffered by or incurred by and/or awarded against the Client resulting from or related to Zeusch exercising any of its rights under the GCCP.

27.3 Without limiting the generality of Clause 27.2, Zeusch will not be liable to the Client for any claim by a Passenger if and to the extent Zeusch is not liable to such Passenger on the basis of the GCCP or applicable law.

27.4 The Client will indemnify Zeusch for any and all actions, claims or suits which may be brought or against Zeusch by Passengers, with respect to (compensation for) personal injury, a delay in the Flight, loss of or damage to (checked) luggage or other property of a Passenger, and/or a deviation from the Flight Schedule, 1.1. except to the extent that such damage or injury or loss is caused by an act or omission on the part of Zeusch as described and specified in Clause 16.8.

27.5 The Client will indemnify Zeusch against any and all actions, claims and proceedings which may be brought against Zeusch in respect of any Breach or otherwise by the Client; including but not limited to all loss and damage as a result of:

- 27.5.1. a Passenger not being in possession of a valid identity document, visa, health certificate or other document required by any destination (final and transfer) on the Flight Schedule;

- 27.5.2. a Breach (by the Client or a Passenger or otherwise) of Clause 26.3;
- 27.5.3. a Breach by a Passenger of the GCCP;
- 27.5.4. damage to the Aircraft, other than normal wear and tear, caused by the Passengers.

27.6 The indemnity obligation set forth in Clauses 27.4 and 27.5 includes an obligation to hold Zeusch harmless for all pertaining or related costs, damages, expenses, fines, fees (including reasonable legal fees) and/or losses awarded against or incurred by Zeusch.

28. CANCELLATION BY ZEUSCH

28.1 If on the day of departure, the Passengers to be carried on the Flight are a no show or arrive for the Flight after the agreed departure time, Zeusch will consider the Flight to be cancelled by the Client. In such event, Zeusch will be entitled to compensation by the Client of one hundred percent (100%) of the Fee.

CHAPTER C | CARGO

29. APPLICABILITY GCCC IN RELATIONSHIP BETWEEN Zeusch AND SHIPPER

29.1 The GCCC, included in ANNEX 2, are part of the Agreement between Zeusch and the Client and exclusively apply to Zeusch (or any substitute carrier) in relation to the carriage of cargo.

29.2 If the Shipper and the Client are not the same person, the Client will ensure that the Shipper consents to the applicability of the GCCC and will ensure that the Shipper has received a copy hereof prior to loading of the cargo. Upon first request, the Client will provide Zeusch with a copy of the GCCC signed by the Shipper.

30. CANCELLATION BY ZEUSCH

30.1 If on the day of departure, the cargo to be carried on the Flight is not delivered at the airport one (1) hour before departure time, or is delivered for the Flight after the agreed departure time, Zeusch will consider the Flight to be cancelled by the Client. In such event, Zeusch will be entitled to compensation by the Client of one hundred percent (100%) of the Fee.

31. LIMITATION OF LIABILITY / RISK ALLOCATION

- 31.1 The provisions of this Clause 31.1 will apply to the maximum extent permitted under applicable mandatory law.
- 31.2 In addition to Clause 16, Zeusch will not be liable to the Client for any losses, costs, damages, awards, expenses, fines and/or fees (including reasonable legal fees) which may be brought against or suffered by or incurred by and/or awarded against the Client resulting from or related to Zeusch exercising any of its rights under the GCCC.
- 31.3 Without limiting the generality of Clause 31.2, Zeusch will not be liable to the Client for any claim by a Shipper if and to the extent Zeusch is not liable to such Shipper on the basis of the GCCC.
- 31.4 The Client will indemnify Zeusch for any and all actions, claims or suits which may be brought or against Zeusch by a Shipper, with respect to (compensation for) a delay in the Flight, loss of or damage to cargo, and/or a deviation from the Flight Schedule, except to the extent that such damage or loss is caused by an act or omission on the part of Zeusch as described and specified in Clause 16.8.
- 31.5 The Client will indemnify Zeusch against any and all actions, claims and proceedings which may be brought against Zeusch in respect of any Breach or otherwise by the Client; including but not limited to all loss and damage as a result of:
- 31.5.1. a breach by the Shipper of the GCCC;
 - 31.5.2. damage to the Aircraft, other than normal wear and tear, caused by the Shipper or the cargo.
- 31.6 The indemnity obligation set forth in Clauses 31.4 and 31.5 includes an obligation to hold Zeusch harmless for all pertaining or related costs, damages, expenses, fines, fees (including reasonable legal fees) and/or losses awarded against or incurred by Zeusch.

CHAPTER D | MEDEVAC & TRANSPLANT

32 GENERAL

- 32.1 When Zeusch provides Medevac Services, such involves air ambulance services, aeromedical evacuation or aeromedical repatriation services. Unless explicitly indicated otherwise, Chapter B of these Terms of Service, including

but not limited to the provisions regarding (applicability of) the GCCP, also applies to the Patient and any and all accompanying healthcare professionals.

- 32.2 Where Zeusch provides Transplant Services, such involves the transport of (donor) organs. Unless explicitly indicated otherwise, (i) Chapter B of these Terms of Service, including but not limited to the provisions regarding (applicability of) the GCCP, also applies to the any and all accompanying healthcare professionals; and (ii) Chapter C of these Terms of Service, including but not limited to the provisions regarding (applicability of) the GCCC, also applies to Transplant Services concerning the carriage of the (donor) organs.

33. OBLIGATIONS OF THE CLIENT

- 33.1 The Client is solely responsible for the (medical) assessment of a Patient and the decision as to whether carriage or transport of such Patient is (medically) appropriate and responsible.
- 33.2 The Client is solely responsible for transport of the Patient to and from the agreed location for the Flight.
- 33.3 The Client will be solely responsible for involving the necessary healthcare professionals for the assistance of the Patient during the Flight, as well as for ensuring that the appropriate (medical) devices, equipment and tools are on board the Aircraft, in good working order, and that the appropriate medication is on board the Aircraft.
- 33.4 The Client will be solely responsible for involving the necessary healthcare professionals for the carriage or transport of (donor) organs.
- 33.5 The Client will be solely responsible to have adequate insurance to cover general third party liability and medical professional liability, with coverage for the consequences of alleged or actual medical malpractice, such as bodily injury, property damage, personal injury and expenses for legal defense and cost containment. The costs or expenses of such insurance coverage are to be borne by the Client.
- 33.6 The Client will provide Zeusch with documentation evidencing its compliance with Clause 33.5 at least one day prior to the Flight.

In general, Zeusch considers a written statement by the Client's insurance company or broker, confirming the Client's compliance, to be sufficient evidence.

34. REQUIRED DOCUMENTS

- 34.1 The Client will provide Zeusch with all relevant travel documentation and medical documentation which Zeusch may require from time to time, which will in any case include a 'fit-to-fly' statement issued by a competent and qualified healthcare professional. The Client ensures and warrants that such documentation is accurate, authentic and valid at least on the date the Flight will be operated. The Client must deliver such documentation within the time period specified by Zeusch, or if not specified, at least twenty-four hours before the Flight will be operated (according to the Flight Schedule).
- 34.2 At least one hour before the Flight will be operated (according to the Flight Schedule), the Client will provide Zeusch with a written medical report concerning the medical status of the Patient to be carried on the Flight.

35. CAPTAIN'S DISCRETION

- 35.1 In addition to the rights set forth in Clause 7, the Captain of the Aircraft will have the absolute and sole discretion to refuse a Patient to be carried, for example in the event the actual medical condition of the Patient appears to differ from the medical status as indicated in the medical report.
- 35.2 Notwithstanding the foregoing, the Captain is not required to perform any assessment of a Patient or an organ, and the admittance of any Patient to a Flight will not constitute or be construed as a (medical) opinion of the Captain with respect to the (medical) condition of such organ or Patient.
- 35.3 Nothing in this Clause 35 is intended as or will be construed as a deviation from the allocation of responsibilities as set forth in Clause 33 and Clause 36. Without limiting the generality of the foregoing, the Parties do not intend for this Clause 35 to cause the Captain or Zeusch to assume any responsibility for or liability with respect to the Patient or the (donor) organ otherwise not allocated to it.

36. LIMITATION OF LIABILITY / RISK ALLOCATION

- 36.1 The provisions of this Clause 36 will apply to the maximum extent permitted under applicable mandatory law.
- 36.2 Zeusch and its Crew do not provide medical services (does not practice medicine). The responsibility for providing the appropriate and necessary medical assistance and treatment rests with the Client or healthcare professionals engaged by the Client or its insurer.
- 36.3 Zeusch is not responsible for - and Zeusch will not be accountable or liable - for the acts or omissions of the healthcare professionals or the functioning or operation of the devices, equipment, medication and tools brought or used by the Client or the healthcare professionals.
- 36.4 Zeusch is under no circumstances responsible or liable for the wellbeing of the Patient, whether prior to or during or after the Flight, other than Zeusch's general responsibility to exercise the level of professional care that can reasonably be expected and required of Zeusch.
- 36.5 Zeusch is under no circumstances responsible or liable for the condition or quality of the (donor) organ. Without limiting the generality of the foregoing, Zeusch will not be liable for any damage to or deterioration of or loss of the (donor) organ due to a change in climate, temperature, pressure, altitude or other ordinary exposure, or because of length of time in transit.

ANNEX 1 - GENERAL CONDITIONS OF CARRIAGE FOR CARGO

1. DEFINITIONS

- 1.1 Unless explicitly indicated otherwise, the capitalized definitions used in these General Conditions of carriage for cargo ("GCCC") will have the meaning given to it in Chapter A of the Terms of Service.
- 1.2 Unless a reference is made to the Terms of Service, any reference to a Clause will be a reference to the relevant clause of the GCCC.

2. APPLICABILITY GCCC

- 2.1 These GCCC apply to the carriage by air of cargo by Zeusch (or any substitute carrier).
- 2.2 Carriage to be performed hereunder by several successive carriers will be regarded as a single operation.

3. TRAVEL DOCUMENTATION

- 3.1 You are responsible for obtaining all required documents, and for complying with all laws, regulations, orders, demands and travel requirements, of all countries to be flown from, into or over with the cargo transit.
- 3.2 Zeusch will not be liable for the consequences resulting from your failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

4. ACCEPTANCE FOR CARRIAGE

- 4.1 You are responsible for ensuring that:
 - 4.1.1. the transportation, exportation or importation of the cargo is not prohibited by any state or country over or from or to which the Flight is to be performed;
 - 4.1.2. the cargo is packed in a manner suitable for the carriage by the Aircraft, and that such packaging -at minimum- complies with the instructions for packaging given by Zeusch;
 - 4.1.3. the cargo complies with the loading instructions given by Zeusch;
 - 4.1.4. the cargo is not likely to endanger, damage or injure the Aircraft, any property, the Crew, Passengers or other persons;

- 4.1.5. you have in place adequate insurance to cover -and to protect you from- the (financial) consequences of damage to or loss of or destruction of or theft of the cargo;
- 4.1.6. the cargo is accompanied by all required documents;
- 4.1.7. the cargo is marked with the name and full address of the Shipper and the consignee.

- 4.2 You will provide us with documentation evidencing your compliance with Clause 4.1.5 at least one day -or within such timeframe as specified by Zeusch- prior to the Flight. In general, we consider a written statement by your insurance company or broker, confirming your compliance, to be sufficient evidence. The costs or expenses of such insurance coverage are to be borne by the Shipper.
- 4.3 We may, acting reasonably, at our discretion, refuse to carry or transport cargo if the cargo does not meet the conditions described in Clause 4.1, or if we reasonably believe that such conditions will not be met. If we refuse to carry or transport your cargo, we will not be in default or be required to compensate you for any damages or losses resulting from such refusal.
- 4.4 We may examine or inspect the packaging or contents of the cargo at our discretion.
- 4.5 If in the opinion of Zeusch it is necessary to hold the Shipment at any place for any reasonable purpose, either before, during or after the Flight, Zeusch may, upon giving notice thereof to the Shipper, store the cargo for the account and at the risk and expense of the Shipper, in any warehouse or other available place, or with the customs authorities; or Zeusch may deliver the cargo to another transportation service for onward carriage to the consignee. The Shipper will indemnify Zeusch against any expense or risk so incurred.

5. DANGEROUS GOODS

- 5.1 It is not permitted to carry articles on board the Aircraft as cargo or otherwise (i) which cannot be transported in accordance with applicable law or IATA/ICAO rules and regulations, (ii) which in the opinion of Zeusch are dangerous, malodorous or offensive, (iii) the transportation of which is prohibited by

any state or country over which the Flight is planned to be executed, (iv) which may jeopardize the safety of the Flight; or (v) which are not suitable for air transportation.

6. PROHIBITED CARGO / CARGO ACCEPTABLE ONLY UNDER PRESCRIBED CONDITIONS

6.1 Dangerous goods, live animals, perishables, fragile goods, human remains, and other special cargo are acceptable only with the express prior written consent of Zeusch. Carriage hereof may be subject to special conditions to be set by Zeusch at its sole discretion.

7. DOCUMENTATION / AIR WAYBILL

7.1 Zeusch will create an Air Waybill, based on the Shipper's Declaration. The accuracy of the content of the Shipper's Declaration is the full responsibility of the Shipper. Zeusch will not be liable to you for omissions or inaccuracies of the information set forth in the Air Waybill to the extent this is caused by the Shipper's Declaration.

8. RESPONSIBILITY FOR DELIVERY AND PICK-UP

8.1 Carriage of cargo by Zeusch does not include delivery of cargo to the airport of departure and/or pick up of cargo from the airport of destination (as specified in the Air Waybill).

8.2 You will ensure the cargo will arrive (be delivered) at the airport at the time fixed by Zeusch or, if no time is fixed, early enough to timely complete departure procedures.

8.3 You will ensure the cargo will be picked up from the airport after arrival procedures have been completed. If cargo is not picked up in due time after arrival, Zeusch will be entitled to store the cargo or deliver the cargo to another transportation service in accordance with Clause 4.5.

9. LIMITATION OF LIABILITY / RISK ALLOCATION

9.1 The provisions of this Clause 9 will apply to the maximum extent permitted under applicable mandatory law.

9.2 Zeusch will not be liable to you for:

- 9.2.1. any damage to or loss of cargo, or the contents thereof, resulting from improper or insufficient packing, securing, or marking of the cargo;

- 9.2.2 any damage to or loss of cargo, of perishables or commodities that may be damaged or may deteriorate due to change in climate, temperature, altitude or other ordinary exposure, or because of length of time in transit.

9.3 Zeusch is under no circumstances responsible for the condition or quality of the (donor) organ. Without limiting the generality of the foregoing, Zeusch will, subject to Clause 9.6, not be liable for any damage to or deterioration of or loss of the (donor) organ due to a change in climate, temperature, pressure, altitude or other ordinary exposure, or because of length of time in transit.

9.4 Subject to Clause 9.6, Zeusch is not liable to you for any loss of profits, contracts or goodwill or any other type of special, indirect, consequential or purely economic loss, whether it is foreseeable, known, foreseen or otherwise, in particular not for any damage resulting from the exercise by Zeusch of its rights under Clauses 4 through 8.

9.5 All claims for compensation by you end if an action is not brought within three months of the date of arrival at destination, or the date on which the Aircraft was scheduled to arrive, or the date on which carriage stopped.

9.6 Nothing in these GCCC will operate to exclude or limit a party's liability for damage or loss resulting from or caused by an act or omission of said party or its senior management, in the event that such act or omission qualifies as (i) willful misrepresentation or fraud (bedrog); or (ii) willful misconduct (grove schuld); or (iii) malicious intent (opzet); (iv) gross negligence (grove nalatigheid); or (v) willful recklessness (bewuste roekeloosheid).

10. PERSONAL DATA

10.1 You recognize that Zeusch may receive Personal Data for the purposes of our providing services, facilitating entry procedures, and making available such data to government agencies, in connection with the cargo.

10.2 Zeusch will process your Personal Data in accordance with the data protection legislation and regulations applicable to it, including but not limited to the GDPR. Upon your request, Zeusch will provide additional information on how Zeusch processes

Personal Data.

11. FINES / PENALTIES

- 11.1 If Zeusch is required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with these GCCC, laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you will reimburse Zeusch, on first demand, any amount paid, or expenditure incurred in that regard. Zeusch may set-off or deduct any such amounts from any unused carriage or any of your funds in our possession.

12. APPLICABLE LAW AND JURISDICTION

- 12.1 These GCCC and any agreements or other legal relationships resulting there from or in connection therewith will be subject to - and will be construed in accordance with - the laws of the Netherlands.
- 12.2 In the event that, under applicable mandatory law, the arbitration clause set forth in Clause 24.2 Terms of Service would not apply to our relationship with you, the courts in Amsterdam, the Netherlands, (Rechtbank Amsterdam) will have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with these GCCC (including any question regarding its existence, validity or termination), or any agreements or other legal relationships resulting there from or in connection therewith.

ANNEX 2 - GENERAL CONDITIONS OF CARRIAGE FOR CARGO

1. DEFINITIONS

- 1.1 Unless explicitly indicated otherwise, the capitalized definitions used in these General Conditions of carriage for Passengers ("GCCP") will have the meaning given to it in Chapter A of the Terms of Service.
- 1.2 Unless a reference is made to the Terms of Service, any reference to a Clause will be a reference to the relevant clause of the GCCP.

2. APPLICABILITY GCCP

- 2.1 These GCCP apply to the carriage by air of you and/or your luggage by Zeusch (or any substitute carrier), to the extent that they are not contrary to mandatorily applicable conventions, regulation, laws and regulatory requirements or the rules governing public order, in which case, said laws or rules will prevail.
- 2.2 Should any or several of the provisions of these GCCP be or become invalid or unenforceable, this will not affect the remaining provisions thereof.
- 2.3 Carriage to be performed hereunder by several successive carriers will be regarded as a single operation.

3. TRAVEL DOCUMENTATION

- 3.1 You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.
- 3.2 Zeusch will not be liable for the consequences resulting from your failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.
- 3.3 You must comply with statutory travel requirements, present exit, entry and other required documents and arrive at the airport at the time fixed by Zeusch or, if no time is fixed, early enough to complete departure procedures.

4. LUGGAGE RESTRICTIONS

- 4.1 Zeusch may restrict the size, volume or weight of your luggage allowed on the Aircraft.

5 REFUSAL OF CARRIAGE

- 5.1 In the reasonable exercise of our discretion, Zeusch may refuse to carry you or your luggage.
- 5.2 Without limiting the generality of Clause 5.1, Zeusch may refuse to carry you and/or your luggage if Zeusch knows or believes that:
 - 5.2.1. by accepting to carry your or your luggage, Zeusch would not comply with any applicable laws, regulations, or orders;
 - 5.2.2. the carriage of you or your luggage may endanger or affect the safety or health, or materially adversely affect the comfort of, other Passengers or Crew;
 - 5.2.3 your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to other Passengers, to the Crew or to the Aircraft or any persons property;
 - 5.2.4 you have committed misconduct on a previous flight, and Zeusch has reason to believe that such conduct may be repeated;
 - 5.2.5 you have refused to submit to a security check;
 - 5.2.6 you do not appear to have valid travel documents;
 - 5.2.7 you fail to observe Zeusch's instructions with respect to safety or security; or
 - 5.2.8 you have committed one of the acts or omissions referred to above on a previous Flight carried out by Zeusch or any substitute of Zeusch.
- 5.3 In the event Zeusch refuses to carry you or your luggage, for any reason attributable to you or any circumstance that falls within your control or responsibility or any circumstance outside the control or the responsibility of Zeusch, Zeusch will not be liable for -and you will not be entitled to any compensation by Zeusch- for any costs, damages or losses related to or resulting from such refusal.

6. DANGEROUS GOODS

- 6.1 It is not permitted to bring articles or goods on board the Aircraft as luggage or otherwise (i) which cannot be transported in accordance with applicable law or IATA/ICAO rules and regulations; (ii) which in the opinion of Zeusch are dangerous, malodorous or offensive; (iii) the transportation of which is prohibited by any state or country over which the Flight is planned to be executed; (iv) which may jeopardize the safety of the Flight; or (v) which are not suitable for air transportation.

7. ELECTRONIC EQUIPMENT

- 7.1 For safety reasons, Zeusch may forbid or limit operation aboard the Aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio-controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

8. SEARCH AND SECURITY CHECK

- 8.1 For reasons of safety and security Zeusch may request that you permit a search, x-ray or other type of scan be made of your person and luggage. If you are not available, your luggage may be searched in your absence. If you are unwilling to comply with such request, Zeusch may refuse to carry you and your luggage.

9. CONDUCT ONBOARD

- 9.1 If in Zeusch's opinion your conduct aboard the Aircraft poses or may pose a danger or threat to the Aircraft or any person or property on board, or obstruct the Crew in the performance of their duties, or fail to comply with any instructions of the Crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other Passengers or the Crew, Zeusch may take measures as it deems reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the Aircraft.

10. LIMITATION OF LIABILITY / RISK ALLOCATION

- 10.1 The provisions of this Clause 10 will apply to the maximum extent permitted under applicable mandatory law.
- 10.2 Subject to Clause 10.5, Zeusch is not liable to you for any loss of profits, contracts or goodwill or any other type of special, indirect, consequential or purely economic loss, whether it is foreseeable, known, foreseen or otherwise, in particular not for any damage resulting from the exercise by Zeusch of its rights under Clause 4, Clause 5, Clause 6, Clause 7, Clause 8 or Clause 9.
- 10.3 All claims for compensation by you end if an action is not brought within three months of the date of arrival at destination, or the date on which the Aircraft was scheduled to arrive, or the date on which carriage stopped.
- 10.4 In deviation of the foregoing, all claims for compensation by you end if Zeusch is not notified in writing:
- 10.4.1. regarding a claim or action regarding damage to checked luggage: as soon as you discover the damage or, at the latest within fourteen days of receipt of the luggage;
 - 10.4.2 regarding a claim or action regarding delay of checked luggage: within twenty-one days from the date the luggage has been placed at your disposal.
- 10.5 Nothing in these GCCP will operate to exclude or limit a party's liability for damage or loss resulting from or caused by an act or omission of said party or its senior management, in the event that such act or omission qualifies as (i) willful misrepresentation or fraud (bedrog); or (ii) willful misconduct (grove schuld); or (iii) malicious intent (opzet); (iv) gross negligence (grove nalatigheid); or (v) willful recklessness (bewuste roekeloosheid).

11. CARRIAGE OF PATIENTS

- 11.1 If you are a patient on a medical Flight carried out by Zeusch, you acknowledge and agree that (i) Zeusch and its Crew do not offer healthcare services or practice medicine, and do not interfere with the practice of medicine; (ii) you or your insurance company will need to arrange for the necessary healthcare professionals to accompany you; (iii) Zeusch is not responsible for - and Zeusch will not be

accountable or liable for - the acts or omissions of the healthcare professionals or the functioning or operation of the devices, equipment, medication and tools brought or used by the Client or the healthcare professionals; and (iv) other than ZeusCh's general responsibility to exercise the level of professional care that can reasonably be expected and required of ZeusCh, ZeusCh is under no circumstances responsible or liable for your wellbeing, whether prior to or during or after the Flight.

the Netherlands, (*Rechtbank Amsterdam*) will have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with these GCCP (including any question regarding its existence, validity or termination), or any agreements or other legal relationships resulting there from or in connection therewith.

12. PERSONAL DATA

- 12.1 You recognize that ZeusCh will receive Personal Data for the purposes of our providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel.
- 12.2. ZeusCh will process your Personal Data in accordance with the data protection legislation and regulations applicable to it, including but not limited to the GDPR. Upon your request, ZeusCh will provide additional information on how ZeusCh processes Personal Data.

13. FINES / PENALTIES

- 13.1 If ZeusCh is required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with these GCCP, laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you will reimburse ZeusCh, on first demand, any amount paid, or expenditure incurred in that regard. ZeusCh may set-off or deduct any such amounts from any unused carriage or any of your funds in our possession.

14. APPLICABLE LAW AND JURISDICTION

- 14.1 These GCCP and any agreements or other legal relationships resulting there from or in connection therewith will be subject to - and will be construed in accordance with - the laws of the Netherlands.
- 14.2 In the event that, under applicable mandatory law, the arbitration clause set forth in Clause 24.2 Terms of Service would not apply to our relationship with you, the courts in Amsterdam,

ZEUSCH

SAFE

RELIABLE

RESILIENT

VERSATILE

