This **Air Charter Agreement (“Agreement”)** is effective as of the day it is agreed to as provided below, by and between Leading Edge Aviation Inc, a Commonwealth of Pennsylvania Corporation with its primary place of business at 3879 Old Easton Road, Doylestown, PA, 18902 (hereinafter referred to as “LEA”), and the person, entity or both who utilize any services provided by LEA under this Agreement (hereinafter referred to as “Client”).

1. By using the services provided by LEA, Client is bound by the terms and conditions set forth below. Client acknowledges and agrees that the sale of air transportation, including the aircraft charter business and air charter brokerage, is regulated by certain laws and regulations and that such laws, regulations and industry best practices may change from time-to-time and, accordingly, LEA shall have the right to modify this Agreement at any time by providing written notice to Client, and such modifications to this Agreement shall be effective immediately upon LEA providing notice of the same to Client. Client agrees to periodically review this Agreement so as to be aware of any modifications to the Agreement. Client’s continued use of LEA’s services shall constitute Client’s conclusive acceptance of any modifications to this Agreement. Unless otherwise specifically noted, this agreement applies to the arrangement by LEA of charter air transportation on behalf of Client.

2. Client desires that LEA furnish air transportation to Client under applicable regulations of the United States Federal Aviation Administration (FAA) and Department of Transportation (DOT) and/or equivalent foreign aeronautical authorities. This Agreement will be supplemented for each specific charter flight (or series of flights) by a separate “Charter Quote”, which will include the flight details, pricing, and other applicable information and payment confirmation.

3. Costs and Expenses: The Charter Quote for each specific trip shall set forth the charter price and associated costs and expenses for each charter flight. Client shall be responsible for additional charges incurred by LEA in the provision of the services described in this Agreement and Client may be billed separately for the same or such costs and expenses may be added to the Charter Quote pricing (if known at the time the Charter Quote is prepared); such additional costs and expenses shall include, without limitation, catering costs, ground transportation costs, de-icing costs, fuel surcharges, crew expenses, air navigation or overflight fees, weather service fees and such other costs and expenses as are incidental to charter air transportation. Client further agrees that it shall be responsible for all sales, use, VAT, stamp, federal excise tax (FET), transfer, segment fees and other similar taxes, fees, duties and penalties that may be imposed by any federal, state, county, local, foreign or other governmental authority as a result of the flights and services provided in connection with this Agreement. In the event government authorities increase these taxes and fees and charges, Client may be required to pay any applicable increased amounts. Client shall defend, indemnify and hold LEA harmless against any such taxes which are the obligation of Client hereunder. The obligations of Client under this Section shall survive the termination of this Agreement.

Payment: A 10% deposit is due upon confirmation by Client of a specific itinerary and price quote; payments must be received by LEA in order for LEA to enter into a charter contract with Client, as LEA cannot guarantee the availability of the agreed upon air transportation until payment has been provided. Full payment for each flight shall be due within 7 days upon completion of the flight(s). At the discretion of LEA, credit cards may be accepted for payment of charges, and in such event, credit card surcharges of up to 5% may be added. In the event additional payment terms are agreed upon by LEA and Client, such terms shall be listed in the Charter Quote for each flight.

4. Operation: LEA and the captain of the aircraft are authorized to take all necessary measures to ensure safety and security of the passengers, crew and aircraft. He/she/it shall have full authority and complete discretion as to whether there shall be any deviation from the specified route and where alternate and/or intermediate landings shall be made. Such determinations shall be binding upon Client and all passengers.

5. Liability for Damages: Client agrees that neither he/she/it nor his/her/its guests shall engage in any activities or allow any contraband or other unlawful substances or articles aboard the aircraft that may result in or cause seizure or forfeiture of the aircraft or jeopardize safe operation of the Aircraft.  Client shall be held liable for any and all damages to the aircraft or other property of Carrier caused in whole or in part by Client or Client’s guests.

6. Refusal to Transport: Client understands that LEA may refuse to transport or may remove from an aircraft at any point any passenger for one or several reasons, including but not limited to:

         >  Failure by the passenger to comply with the rules of this Air Charter Brokerage Agreement.

         >  Conduct of the passenger that in the judgment of LEA is or is known to be disorderly, abusive, threatening, or violent or otherwise inimical to the comfort of other passengers or to safety of the flight.

         >  Appearance by the passenger that he/she is intoxicated or under the influence of drugs to a degree that refusal or removal may be necessary for the comfort and safety of the passenger, other passengers, or the flight crew.

         >  Noncompliance by any passenger with an applicable law, rule, regulation or crewmember instruction.

UNDER NO CIRCUMSTANCES SHALL LEA BE LIABLE TO ANY REMOVED OR REFUSED PASSENGER FOR ANY TYPE OF INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

7. Limitation of Liability: LEA shall not be held liable for loss, injury, damage, delay or cancellation caused by or resulting from any act of God, economic or political sanction, quarantine, epidemic, pandemic, public health emergency, other emergency, failure or refusal on the part of any governmental agency to issue necessary approvals, clearance, permits or operating authority or rescission of same, civil commotion, military engagement, war or war hazards, fuel shortages, weather conditions, mechanical breakdown, strikes or labor problems, or occurrences of similar or dissimilar nature which through no fault of LEA shall prevent, delay or interrupt the furnishing or performance of such transportation. In the event of any such occurrence, LEA at its option may use commercially reasonable efforts to provide other aircraft or transportation means to meet Client’s travel needs. LEA shall not be responsible or liable for the transportation of passengers who fail to report at the specified Fixed Based Operator (FBO) or other place of aircraft departure at least 10 minutes prior to the scheduled departure time of the flight, or who are, through no fault of LEA, not aboard at the time of departure.

If one or more members of a group fail to so report or board, LEA may depart as scheduled and LEA shall be not be responsible for or to Client or such individual for any loss or damages suffered, and LEA shall be deemed to have completed its contractual obligation to Client.

LEA SHALL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY (A) CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES; (B) AMOUNT IN EXCESS OF THE PRICE PAID FOR A PARTICULAR FLIGHT; OR (C) MATTER BEYOND ITS CONTROL. Client agrees that Client shall indemnify, defend, and hold harmless LEA and LEA’s officers, directors, agents and employees, and each of them (“Indemnitee(s)”) from and against all claims, suits, actions, judgments, fines, penalties, damages, losses and liabilities, including but not limited to third party claims, attorneys’ fees, costs of litigation and other expenses relating thereto, including the cost of establishing entitlement to indemnification under this Agreement, which arise out of or are connected in any way with activities associated with this Agreement, and which are made, asserted, assessed, or accrued against any Indemnitee by reason of injury or death to any person or the loss of or damage to any property. The foregoing indemnities shall not apply to the extent of any gross negligence or willful misconduct of any Indemnitee.

8. Regulations: This Agreement is subject to all governmental laws, rules and regulations governing the flights contemplated hereunder, including, without limitation any rules and regulations of the U.S. Federal Aviation Administration, Transportation Security Administration, Department of Transportation, and Internal Revenue Service which now or hereafter may be imposed or required.

9. Identification: Client is responsible for understanding, and for informing all passengers for whom Client may have arranged transportation through LEA, that prior to boarding the aircraft they must show at least one form of valid government-issued photo identification to Carrier for domestic flights.

10. Cancellation: Client acknowledges and agrees that in the event Client cancels any agreed upon flight(s), Client will incur and be charged LEA’s applicable flight cancellation fee.  LEA’s cancellation fee will apply regardless of the reason for Client’s decision to cancel.  In addition to the cancellation fee, Client will be responsible for any ancillary costs resulting from flight cancellation or Client’s failure to show up for a flight, also known as a “no show” (which will be treated as a cancellation by Client), including any FBO or other fees associated with the cancelled flight. Other types of ancillary cancellation charges may include, but are not limited to: costs incurred as a result of partial completion of itinerary, including but not limited to return of aircraft to its base, plus the greater of: (i) costs incurred for positioning and repositioning an aircraft and flight crew in preparation for the cancelled trip, (ii) flight charges equivalent to two hours of operation for each day of the cancelled itinerary, or (iii) any fees incurred by LEA as a result of the cancellation.

LEA’s policy is to inform Client of cancellation policies and fees during the charter quoting process.  In addition, upon Client’s request at any time (including prior to this Agreement becoming effective), LEA will be pleased to provide the same information.

LEA assumes no responsibility for the results of cancellation of any reservation. If there is a mechanical difficulty or if the contracted aircraft becomes unavailable, LEA shall endeavor to provide a substitute aircraft within the same category at the same or similar cost.

11. PRICE QUOTES: Each price quoted to Client is subject to taxes and government-imposed fees as set forth in Paragraph 3 of this Agreement. Unless Client informs LEA otherwise, LEA will add the applicable taxes and fees, using the current rate, to each charter invoice, and Client will be obligated to pay such amounts. Client understands that the Charter Quote provided by LEA may include estimates for certain cost items. Client will pay the actual amount of applicable taxes, flight fees, fuel surcharges, overflight permits, landing fees, catering costs, ground transportation, WI-FI, Flight Phone, customs fees, crew travel expenses, and similar out-of-pocket expenses relating to the services provided should these amounts differ from the original cost quoted. COSTS ASSOCIATED WITH ICING ON THE GROUND, INCLUDING BUT NOT LIMITED TO AIRCRAFT DE-ICING OR HANGARING, IS NOT INCLUDED IN THE QUOTE, CAN VARY DEPENDING ON SEVERITY OF WEATHER CONDITIONS AND SIZE OF AIRCRAFT, AND MAY BE SUBSTANTIAL. ANY ICING RELATED CHARGES WILL BE BILLED ACCORDINGLY AFTER THE TRIP IS COMPLETED. If a deviation from the original itinerary is requested by Client and agreed to by LEA, or if any such deviation is caused or necessitated by Client’s actions, the amount owed by Client to LEA may differ from the original cost.

All requests for services are subject to acceptance by LEA. LEA hereby reserves the right to accept or reject any reservation request with or without cause. Client’s Charter Quote will be delivered by email from LEA providing the price quote and specifying the date(s) and departure time of travel, flight segments to be arranged on Client’s behalf, aircraft type, and other requests specified by Client when requesting a flight.

12. Exclusions or Omissions: LEA will be indemnified and held harmless by Client for the results of any omissions or misrepresentations presented by Client to LEA

13. Termination of Agreement: LEA and Client agree that either party may terminate this Agreement at any time by written notice to the other party. Client is obligated to pay all amounts due LEA for services provided or arranged before termination of this Agreement shall  have become effective.

14. Binding Effect/Miscellaneous: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, but neither this Agreement nor any duty or right hereunder (except the right to receive moneys which are due hereunder) shall be voluntarily assigned by any party without the written consent of the other party, which consent shall not be unreasonably withheld. If any provision of this Agreement is invalid, void or unenforceable, the remainder of this Agreement shall remain in full force.

All communications, directions, approvals, instructions, requests and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or transmitted electronically by e-mail or facsimile with receipt acknowledged, in each case in accordance with the most recent contact information exchanged between LEA and Client. In the event it becomes necessary to enforce the terms of this Agreement by litigation or otherwise, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and court costs, including any such fees or costs arising from subsequent appeals and efforts to execute on any judgment.

15. Disclosures: LEA IS A DULY LICENSED AIR CARRIER. LEA OPERATING THE FLIGHTS CONTEMPLATED BY THIS AGREEMENT EXERCISES EXCLUSIVE OPERATIONAL CONTROL OF THE AIRCRAFT AT ALL TIMES.

Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of law principles. Each party hereby consents irrevocably to the exclusive jurisdiction and venue of the courts of the Commonwealth of Pennsylvania.