

AIRCRAFT CHARTER AGREEMENT

TERMS AND CONDITIONS

XO Global LLC, a Delaware limited liability company, ("CHARTERER") shall purchase and Operator whose name is listed on the confirmation page, ("CARRIER") shall furnish the charter air transportation described above subject to the following provisions and the Terms and Conditions appended hereto, which form a part of this Passenger Aircraft Charter Agreement (the "Agreement").

CHARTERING OF THE AIRCRAFT/FLIGHT DEPARTURE TIME. CARRIER agrees to charter to CHARTERER, and CHARTERER agrees to charter from CARRIER, the flight or flights listed on the confirmation page ("Flight"), subject to the terms and conditions of this Agreement, the applicable laws and regulations of the U.S. Department of Transportation (DOT), Federal Aviation Administration (FAA), and Transportation Security Administration (TSA), and all other applicable laws, rules, and regulations of cognizant governmental authorities. CARRIER and CHARTERER agree to comply with all applicable laws, rules, and regulations. CARRIER covenants and agrees that the Flight shall depart during the time listed on the Fulfill Flight Request in Operator Platform ("Departure Time") CARRIER shall have no right to adjust or change the Departure Time of the Flight without CHARTERER'S express written authorization, except as a result of a Force Majeure event.

PUBLIC CHARTER OPERATIONS. In the event CHARTERER and CARRIER have filed a public charter prospectus under 14 CFR 380 ("Public Charter Prospectus") with the DOT and such prospectus was approved, CHARTERER may elect to operate the Flight purchased pursuant to this Agreement as a public charter flight pursuant to 14 CFR 380 ("Public Charter"). In the event CHARTERER chooses to operate the Flight as a Public Charter, CARRIER authorizes CHARTERER to execute an amendment to the Public Charter Prospectus on its behalf and file it with the DOT.

CHARTER PRICE - DEFINED. CARRIER agrees to charge and CHARTERER agrees to pay the amount listed in the description of the Flight on the Operator Platform for the Flight to be performed on the aircraft or aircraft type designated in the description of the Flight on the Operator Platform ("Aircraft") for the route listed on the first page of this Agreement ("Charter Price"). The Charter Price includes all expenses of operating the Aircraft over the designated routing(s), such as crew expenses, crew wait time, cleaning fees, all domestic and international landing and parking fees, fuel, and any related expenses such as Aircraft maintenance costs, CARRIER's liability insurance coverage, and any and all additional international or domestic fees. The charter price does not include U.S. air transportation excise taxes, segment-fee taxes (collectively "Transportation Taxes") and de-icing fees.

CHARTER PRICE - PAYMENT. For the Flight that the Charter did not elect to operate as a Public Charter, CHARTERER shall pay CARRIER the Charter Price on the last business day prior to the Flight. For the Flight that CHARTERER elected to operator as a Public Charter, CHARTERER shall pay the Charter Price to CARRIER at least forty eight (48) hours after but not later than 10 days after the last leg of the flight is completed pursuant to Public Charter regulations via wire transfer of readily available funds.

FEDERAL EXCISE TAX. CHARTERER acknowledges and agrees that it has engaged CARRIER to operate certain flights to transport CHARTERER'S customers on Aircraft operated by CARRIER. CHARTERER further acknowledgements and agrees that, with respect to all flights and to all passengers transported thereon, it is CHARTERER's sole and exclusive responsibility to collect, account for and pay over to the Internal Revenue Services, all applicable federal excise taxes described in sections 4261 et. seq., and/or sections 4271 et. seq., of the International Revenue Code of 1986, as amended (or any successors statutes or provisions), and that CARRIER shall be exempt from having to collect, account for and pay over to any person, entity or governmental agency any of the foregoing taxes and fees.

WIRELESS INTERNET AND IN-FLIGHT CALLING FEES. Wi-Fi and/or inflight calling are included in the quoted price. CARRIER agrees that CHARTERER shall not be responsible for any additional Wi-Fi or in-flight call charges.

STANDARD STOCK AND ADDITIONAL ITEMS. CARRIER shall provide standard stock, such as water, condiments, light refreshments, light snacks, such as chips, cookies, and chocolates, and alcohol minibar on board of the Flight at no additional cost to CHARTERER. CHARTERER reserves the right to provide catering, additional condiments, snacks, and refreshments beyond the standard stock provided by CARRIER, and accessories to be present on the Aircraft during the Flight at its cost and expense.

FLIGHT CANCELLATIONS. CHARTERER shall have a right to cancel a round trip Flight with no penalty by providing a cancellation notice at least a 24 hours prior to Flight's departure time during non-peak days and a 72-hour notice prior to Flight's departure time during peak days. Peak days are defined in Schedule A incorporated in full by this reference. CHARTERER shall not be able to cancel a one-way Flight. CARRIER cannot cancel a Flight once CARRIER accepts the terms of this Agreement. In the event the Flight cannot depart during the departure time as displayed in the Operator's Portal for any reason other than a Force Majeure event (defined below) that would make it physically impossible to operate the Flight, the Flight shall be considered cancelled by CARRIER for the purposes of this Agreement.

If CARRIER cancels the Flight for any reason other than as a result of a Force Majeure event, CARRIER shall provide a SUBSTITUTE FLEET AIRCRAFT that shall be available for departure at the same departure time of the Flight or subcontract performance of the Flight to depart at the scheduled departure time of the Flight to the SUBSTITUTE CARRIER at no additional cost to CHARTERER. Upon CARRIER'S request, CHARTERER should assist with sourcing the performance of the Flight to a SUBSTITUTE CARRIER. In the event CARRIER fails to provide a SUBSTITUTE FLEET AIRCRAFT or subcontract performance of the Flight to SUBSTITUTE CARRIER pursuant to this Paragraph, CHARTERER shall have a right to source and contract for the recovery for the Flight based on the prevailing market rate ("Recovery Rate"). CARRIER agrees and acknowledges that it shall be liable to pay to CHARTERER the difference between the Charter Price and the Recovery Rate and grants CHARTERER the right to offset such amount from any amounts that CHARTERER owes to CARRIER.

If CARRIER cancels the Flight as a result of a mechanical issue which makes it is physically impossible for Operator to operate the Flight on the Aircraft, CARRIER must provide to CHARTERER the aircraft log for the Aircraft documenting the mechanical issue ("Aircraft Log") within 24 hours of its occurrence ("Timeframe"). In the event CARRIER provides CHARTERER with the Aircraft Log within the Timeframe, this Agreement shall be terminated. If CHARTERER paid CARRIER the Charter Price for the cancelled Flight, CARRIER shall promptly, but in no event later than 2 business days after the cancellation, refund the Charter Price to CHARTERER. In the event CARRIER fails to provide CHARTERER with the Aircraft Log within the Timeframe, the Flight shall be considered cancelled by CARRIER for a reason other than a Force Majeure event and the cancellation penalties listed above shall apply.

FORCE MAJEURE. In the event CARRIER cannot perform the Flight as a result of a Force Majeure that would make it physically impossible to operate the Flight, the Flight shall be cancelled and neither CARRIER nor CHARTERER shall be liable for payment for the Flight.

For purposes of the Agreement, "Force Majeure" means an act of God, strike or lockout or other labor dispute, act of a public enemy, war (declared or undeclared), terrorism, blockade, revolution, civil commotion, fire, any weather-related event affecting safety of flight, flood, earthquake, explosion, governmental restraint, or embargo. Aircraft maintenance, including unscheduled maintenance, and crew flight hour limitations/scheduling are not Force Majeure events. Cancellations due to unscheduled, but immediately necessary maintenance shall be governed by Paragraph 8 above.

FBO. CHARTERER reserves the right to choose the FBO to be used for the Flight.

TRANSPORTATION OF SERVICE ANIMALS. CARRIER shall abide by the applicable laws and regulations regarding the transportation of service animals. CARRIER shall not charge CHARTERER or CHARTERER'S passengers travelling with a service animal any additional fees including, cleaning or service fees, unless the Service Animal has soiled the aircraft or caused damage to the Aircraft that is beyond reasonable wear and tear. Any assessed cleaning fees for the damages caused by service animals beyond reasonable wear and tear must be supported by photographic evidence of such damage.

DAMAGE CAUSED BY PASSENGERS. CHARTERER shall reimburse CARRIER for any damage beyond the usual wear and tear to the Aircraft performing the Flight caused by CARRIER's passengers provided CARRIER (i) documents such damage with photographic evidence; (ii) provides the information on the identity of the passenger who caused the damage; and (iii) provides the photographic evidence of damage to CHARTERER within one day of completion of the Flight.

INSURANCE REQUIREMENTS. It is expressly agreed that, CARRIER shall at no expense to CHARTERER maintain aircraft/aviation liability insurance ("Policy") covering the Aircraft that performs the Flight with a reputable insurer at all times during the term of this Agreement. CARRIER shall provide a Certificate of Insurance in full compliance with requirements outlined in Schedule B incorporated hereto in full by this reference.

OPERATING REQUIREMENTS. CARRIER shall not operate a flight, and CHARTERER shall have no obligation (financial or otherwise), unless the insurance described above is in full force and effect, nor shall CARRIER operate a flight in a location or any manner that would cause such insurance to be suspended, impaired, or canceled, or its protection to be jeopardized.

INDEMNIFICATION. CARRIER shall agree to defend, indemnify, release, and hold harmless CHARTERER, its parent and affiliated companies, their managers, agents, employees, officers, directors and subsidiaries from and against any Claims arising directly or indirectly, out of or from or on account of CARRIER's (i) operation of the Flight; (ii) negligence, misconduct or breach of this Agreement by CARRIER, its parent and affiliated companies, their managers, agents, employees, officers, directors and subsidiaries or (iii) resulting from or in connection with loss of life, bodily injury or damages to property, including but not limited to baggage (and any other guest property that might be transported by CARRIER) arising during flights or carriage of passengers by CARRIER pursuant to this Agreement or arising out of or from or on account of the negligence, misconduct or breach of this Agreement by Carrier.

CHARTERER shall agree to defend, indemnify, release, and hold harmless CARRIER, its parent and affiliated companies, their managers, agents, employees, officers, directors and subsidiaries from and against any Claims arising directly or indirectly, out of or from or on account of CHARTERER's (i) sale of the Flight to its customers; (ii) damage caused by its customers subject to the terms and conditions of Paragraph 12; and (iii) negligence, misconduct or breach of this Agreement by CHARTERER, its parent and affiliated companies, their managers, agents, employees, officers, directors and subsidiaries.

INDEMNIFICATION NOTICE. In all cases of indemnification required under the terms of this Agreement, the Indemnatee shall give the Indemnitor prompt written notice of any such claim, and provide the Indemnitor with the authority, information and assistance (at no out-of-pocket cost to such Indemnatee) that the Indemnitor deems necessary for the defense and settlement of the claim, provided that the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification except to the extent that such failure prejudices the Indemnitor's ability to direct the defense or settlement or otherwise damages the Indemnitor. Subject to the Indemnatee's reasonable determination that its interest are prejudiced, the Indemnitor shall be entitled to direct the defense and settlement of any claim for which indemnification is sought under this Agreement.

ELECTRONIC SIGNATURE. Electronic acceptance of this Agreement by CARRIER shall be valid and binding for all purposes hereunder.

LIMITATION ON DAMAGES. IN NO EVENT SHALL CHARTERER BE LIABLE TO CARRIER IN CONTRACT, TORT (INCLUDING STRICT LIABILITY), OR OTHERWISE FOR SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, LOSS OF USE OR ANTICIPATED PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR THE PROVISION OF SERVICES UNDER THIS AGREEMENT (EXCEPT TO THE EXTENT SUCH AMOUNTS ARE REQUIRED TO BE PAID TO THIRD-PARTY AS PART OF A CLAIM INDEMNIFIED HEREUNDER).

CHOICE OF LAW. This Agreement, and any claim, controversy or dispute arising under or related to the Agreement, the relationship of the Parties, and/or the interpretation and enforcement of the rights and duties of the Parties (collectively "Disputes") shall be construed in accordance with and governed by the internal laws of the State of Florida, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Florida to the rights and duties of the parties.

ARBITRATION. Any controversy, dispute, or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement shall be resolved exclusively by final and binding confidential arbitration to be held with American Arbitration Association in Miami, Florida, in accordance with its streamlined arbitration rules in effect at such time (the "Rules"), before a single neutral arbitrator chosen by the parties to such controversy, dispute, or claim, or, if they are unable to agree within thirty (30) days after the demand for arbitration is filed and served, a single neutral arbitrator shall be chosen in accordance with the Rules. Any dispute regarding arbitrability of any issue arising out of or in connection with this Agreement shall be determined by the arbitrator, which determination shall be conclusive. Judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof.

TERM AND TERMINATION. This Agreement shall become effective once it is electronically accepted by CARRIER and shall terminate upon completion of the Flight or as provided in this Agreement. Paragraphs relating to indemnification, arbitration, choice of law, and all other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive termination or expiration of this Agreement.

MISCELLANEOUS.

(a) This Agreement is solely between CARRIER and CHARTERER, and no agency relationship is created or intended by this Agreement. No individual passenger shall be deemed a party to this Agreement or to have any rights hereunder.

(b) This Agreement supersedes all prior communications, agreements, representations or understandings between the parties, oral or written, with respect to the Flight, and fully sets forth the understanding of the parties. Any amendments, revisions or modifications to this Agreement can be made only in writing signed by both parties.

(c) The failure of either party at any time to require the performance by the other of any of the terms or provisions hereof shall in no way affect the right of that party thereafter to enforce the same; nor shall the waiver by either party of any breach of any of the terms or provisions hereof be taken or held to be a waiver of any succeeding breach of any such term or provision, or as a waiver of the term or provision itself.

Schedule A

2020 Peak Travel Days

Month	Day(s) North America & Caribbean	Day(s) Europe	Day(s) Asia Pacific	Day(s) Middle East
January 2020	3, 4, 5, 20, 30	1-3	1-3	3-5
February 2020	13, 14, 17, 18	14, 16, 21, 23	18	-
March 2020	15, 22, 29	-	-	-
April 2020	5, 9, 12, 13	10-12	2-4, 10-13	-
May 2020	-	17, 22, 24	1	22-23
June 2020	-	-	26-28	-
July 2020	-	17, 19, 24, 26	1	-
August 2020	-	-	-	31
September 2020	-	-	-	-
October 2020	-	-	-	7, 15-19
November 2020	21, 22, 24, 25, 28, 29	-	-	9, 17-21
December 2020	18, 19, 20, 25, 26, 27, 28	25-26	24-26	-

Schedule B

Certificate of Insurance Requirements – On-Demand

IMPORTANT NOTICE: Please forward this document to your insurance representative. All of the below are required elements of the Certificate of Additional Insured that must be received prior to commencement of the first flight on behalf of VistaJet Limited, VistaJet US., Inc. XOJET Aviation, LLC, XO Global LLC, and JetSmarter Inc. or any of its subsidiaries, parent or related companies.

Certificate Holder: "VistaJet Limited, VistaJet US, Inc., XOJET Aviation LLC, XO Global LLC, XO Holding Inc., GMJ Air Shuttle LLC, XOJET, Inc., XO Group Holding Ltd., XO Americas Holding Inc., XO Management Holding Inc., XO Assets LLC, Vista Global Holding Limited, JetSmarter Inc. and their subsidiaries, parent or sister companies, associated and affiliated companies and/or owned or controlled companies as now or hereafter constituted, their respective directors, officers, employees, agents, contactors, charter customers and guests."

Include Hull and War Risks coverage on an Agreed Value Basis.

Include Aircraft Liability insurance for: Passenger Legal Liability, War passenger Legal Liability, Third Party Liability (including Bodily Injury and Property Damage), and Non-Owned Aircraft Liability in amounts equivalent to the policy limits carried for each aircraft, but in any case, not less than \$25,000,000 for small turbo jet and turbo prop powered aircraft, \$50,000,000 for medium turbojet powered aircraft, and \$100,000,000 for large turbojet powered aircraft. For aircraft of 19+ passengers, minimums vary depending on passenger seats and/or aircraft category.

Include War Third Party Legal Liability insurance in an amount not less than \$50,000,000 each occurrence and in the annual aggregate (or such lower limits as noted above for each category of aircraft). Except as noted below as required for compliance with European Union requirements.

If the aircraft will be in or over European Union territory during the period of coverage, provide evidence of the applicable required coverage, as designated in EC Regulation 785/2004, based on the aircrafts gross Maximum Gross Take Off Weight.

Include Liability for Personal Injury with a limit of \$25,000,000 each occurrence and in the annual aggregate.

Additional Insured wording needs to state: "The Certificate Holder is included as an additional insured with respect to operations by or on behalf of the named insured."

Provide a Waiver of subrogation in favor of the "The Certificate Holder."

Provide a clause stating that the operator's insurance is primary, without the right of contribution from the "The Certificate Holder" or their insurers.

Include a severability of interest clause.

Provide a Breach of Warranty/Invalidation clause in favor of the "The Certificate Holder."

Provide thirty (30) days (ten (10) days for non-payment of premium and seven (7) days for war risks) notice of cancellation or adverse material change.

Evidence worldwide policy territory.

Certificates need to be issued by the insurance company (not the insurance broker) except in cases where the insurance is placed with more than one insurer (in the case of vertical placement, the certificate should include a complete listing of the insurance companies involved).

If the aircraft is insured under a policy placed independent of the charter operator, the certificate must specifically list the operating company by name as well as confirm that commercial operations by the operating company are approved under the policy.

We will keep your certificate on file and only provide a copy when asked by our client. Thank you for your partnership! Please return the certificates to insurance@flyxo.com.