



## Membership Agreement

### Corporate Membership

This Agreement (the “Agreement”) is made this [ ] day of [ ], 20[ ] between Private Jet Club Ltd. a Bermuda Company (the “Club”) and [ ], a [ ] Company (the “Member”).

#### 1. Membership Club

- (a) **The Club.** The Club is a private membership-based club. In exchange for the Membership Fees the Club provides access to certain services and benefits (the “Services”) that include, but are not limited to, sourcing and arranging air travel on private aircraft, discounted private aviation opportunities on Empty Leg (as defined on our website) and Shared Flights (as defined on our website), access to Member Events and a Club Website for members.
- (b) **Term; Initiation Fee and Annual Dues.** Upon execution of this Agreement, Member agrees to pay an initial one-time fee in the amount shown on Schedule A hereto (the “Initiation Fee”). The Initiation Fee shall cover the initial membership term which will last for a twelve-month period commencing on the date hereof (the “Effective Date”). Thereafter, for so long as the Member elects to continue to participate in the Club, Member agrees to pay an annual fee (the “Annual Dues”) in the amount shown on Schedule A, or such increased amount as may be notified to Member at least thirty (30) days in advance of the renewal. The Annual Dues shall be due and payable on each anniversary of the Effective Date. Neither the Initiation Fee nor the Annual Dues shall be refundable. The Member’s participation in the Club shall be automatically renewed unless the Member gives notice to the Club of their intention not to renew not later than fifteen (15) days prior to the expiration of the membership year then in effect.

#### 2. Flight Activity.

- (a) **Membership Representative.** The Member shall designate up to four (4) employees to act as membership representatives (the “Membership Representatives”). The Membership Representatives shall have the power to approve or deny the requests of Member Employees to book a flight through the Club.
- (b) **Lead Passenger.** Each Membership Representative shall be a Lead Passenger and may designate any Member Employee as a Lead Passenger for any flight.

Unless approved by the Club in writing in advance of the flight, at least one Lead Passenger or a member of their immediate family must be present on each flight.

- (c) **Flights.** Member's employees ("Member Employees") and their immediate family members shall have access on a non-guaranteed, as available basis to fly on aircraft that the Club arranges and makes available to its members. All terms and conditions, including rates and fees, shall be provided at the time of each flight request. Prior to the flight, the Member Employee will be required to agree to the terms and conditions of the Club's then-current Charter Terms which will be available on the Club's website. Unless otherwise approved by a Membership Representative, the invoice for each flight will be paid by the individual Member Employee and not by the Member.
- (d) **Agency Appointment.** Member hereby appoints the Club as its authorized agent, in its sole capacity as Member's agent to (i) arrange at the request of the Member or a Member Employee on demand air transportation services with an Operator on behalf of Member or a Member Employee; (ii) execute any and all documents in connection therewith, including on demand air transportation contracts on behalf of Member or a Member Employee; and (iii) take all actions necessary to coordinate such services on behalf of Member or a Member Employee.
- (e) **Other Flights Offered.** From time to time, and at the sole discretion of the Club, the Club may make available to members other flight opportunities including Empty Legs and Shared Flights. Member or Member Employee, as the case may be, shall be required to agree to the terms and conditions of such flights prior to participating.
- (f) **Disclosure and Operator Control.** The Club does not operate any aircraft. All aircraft offered under the Club's programs are operated by commercial air carriers (each, an "Operator") licensed and regulated by the relevant authorities of the State in which the aircraft is registered (The Bermuda Civil Aviation Authority in the case of Bermuda and the Federal Aviation Administration and Department of Transportation in the case of the United States). The Club operates solely as an agent of the Member and a broker in arranging transportation with an Operator.

### 3. Events and Member Benefits

- (a) **Events.** The Club intends to organize member events ("Events") from time to time. Some Events may be complimentary, and some may involve an optional fee. In addition, each Event may be subject to further terms and conditions and may be limited in attendance.
- (b) **Benefits.** The Club intends to offer certain benefits ("Benefits") to Members. These benefits may have limited availability and may be subject to further Terms and Conditions. The Club is not responsible for the products or services offered by any partners or other third-parties provided as Benefits to the Member and makes no representation or warranty with respect thereto. Member's use of any Third Party product or service is at Member's own risk and without legal liability of any kind on the part of the Club.

#### 4. Billing and Payment

(a) **Payment at the Time of Booking.** All payments for flights shall be due up-front at the time of booking a flight. Failure to make a payment for services may result in the revocation of the Member's membership and membership privileges at the sole discretion of the Club with no further obligations to the Member. In such an event, no membership dues already paid by the Member will be refunded.

(b) **Valid Credit Card on File.** Each Member shall, at all times, have on file with the Club a valid credit card which will be (i) pre-authorized for up-front payment of all flights arranged by the Club for the Member and approved by a Membership Representative; (ii) used for payment of the Initiation Fee and Annual Dues upon renewal and (iii) used for payment, if required, for any Events and Benefits that the Member elects to participate in.

(c) **Credit Card Fees.** The Club will add to the cost of all flights a credit card fee to offset the cost to the Club of the Member using their credit card to pay for flights. The Member can avoid this fee by transferring funds to the Club by wire transfer prior to each flight. Wire transfer instructions are set forth in Schedule B and are available on the Club's website.

5. **Termination.** The Member may terminate its participation in the Club at any time, with or without cause, and without penalty (except as otherwise provided herein) by delivery of written notice to the Club. The Club reserves the right to terminate Member's participation in the Club at any time for an act or actions by the Member that are materially harmful to the Club, its members or its assets as determined by the Club in its sole discretion. Such termination for cause by the Club will be effected by delivery of written notice to the Member of such termination explaining the reasons related thereto. No refund shall be made to the Member for the Initiation Fee or any Annual Dues upon termination as set forth in this Section 5. Additionally, the Member shall remain liable to the Club for any amounts due and owing to the Club at the termination of Member's participation pursuant to this Agreement.

6. **Limitation on Liability.** (A) THE CLUB SHALL NOT HAVE NOR ASSUME ANY RESPONSIBILITY OR LIABILITY TO THE MEMBER, MEMBER EMPLOYEE OR GUEST FOR ACTIVITIES PERFORMED BY ANY OPERATOR; (B) THE CLUB IS NOT RESPONSIBLE FOR ANY NEGLIGENT ACT OR OMISSION BY ANY OPERATOR OR ITS PERSONNEL AND IS NOT RESPONSIBLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, ACCIDENT, DELAY, INCONVENIENCE, OR CHANGE IN ITINERARY THAT MAY OCCUR; (C) THE CLUB'S LIABILITY TO THE MEMBER, MEMBER EMPLOYEE OR GUEST UNDER THIS AGREEMENT SHALL NOT EXCEED THE PRICE PAID FOR THE FLIGHT IN CONNECTION WITH WHICH SUCH LIABILITY AROSE AND (D) THE CLUB SHALL NOT BE LIABLE TO THE MEMBER, MEMBER EMPLOYEE OR GUEST NOR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

7. **No Warranties.** The Club makes no warranties of any kind as to any matter arising out of this Agreement of the services provided to the Member, Member Employee or

any guest of the Member. The Club hereby disclaims all other warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or arising out of course of dealing, course of performance or usage in trade. The Member acknowledges and agrees that the entire risk arising out of their use of the services (including any use of The Club's website), and any third-party services or products remains solely with them to the maximum extent permitted by law.

- 8. Electronic Signatures.** The Member and The Club agree that: (a) receipt of information electronically that the recipient reasonably believes to be authorized by the transmitting party shall constitute the valid signature on behalf of the transmitting party (it being agreed that transmission from an email address identified by the Member as an authorized email address of the Member shall be reasonable to accept); (b) such electronic transmissions shall be deemed to satisfy any laws or regulations requiring that agreements be in writing; (c) neither party shall contest the validity or enforceability of any such electronic transmission; and (d) computer maintained records when produced in hard copy shall constitute business records and shall have the same validity as any other generally recognized business records.
- 9. Privacy of Member Data.** The Club will take appropriate measures to maintain data regarding its members and their guests as confidential. All flights flown in connection with this Agreement will require disclosure of the name of all persons on such flight to the Operator performing the flight. Additionally, the Club may be required to furnish the Member and Member's guests' data, such as name and date of birth, or passport information, to comply with national and international security requirements, national and international Covid requirements or any other legal requirements or governing bodies. It may also be necessary for the Club to provide the names of persons on a flight to third parties providing services related to a flight such as ground transportation, catering services or other third-party services requested by the Member. By requesting to book flights or other services in connection with this Agreement, the Member consents to The Club's necessary use of Member's data and the transfer of such data to the relevant Operator or other third party as may be necessary to fulfill Member's request for Services.
- 10. Resale of Services.** Member shall not resell any membership services, offers or benefits provided by the Club or those of its partners. While the Member may invite guests to join them on flights Member arranges and pays for, Member cannot lend their account to someone else to book flights or access the Services. Member may not act as an agent or use the Club's logo, trademarks or service marks, or those of its partners. Member may transfer its membership to any immediate family member or trust for the benefit of the Member or an immediate family member of the Member upon prior written notice to The Club and written approval by the Club, which approval shall not be unreasonably withheld. No other transfers by the Member shall be permitted without the prior written consent of the Club. Notwithstanding the foregoing, in certain instances, the Member may join with other members prior to confirming a booking in order to share a flight's cost and capacity in such a manner as may be facilitated and permitted by the Club (a "Shared Flight").

- 11. No Ownership.** Nothing in this Agreement shall be deemed to grant the Member any ownership interest in the Club and the Member shall not have any rights of a stockholder with respect to the Club.
- 12. Terms Subject to Change.** All terms and conditions contained herein are subject to change upon at least thirty (30) days' notice from the Club to the Member. Changes to the terms and conditions and any additional services will be posted to the Member's account section of the Club's website.
- 13. Additional Terms and Conditions.** The Services are subject to (a) the Club's Charter Services Agreement and (b) the Privacy Policy and Terms of Service found on the Club's website (collectively, the "Additional Terms and Conditions"). By entering into this Agreement, Member agrees to all Additional Terms and Conditions and such Additional Terms and Conditions are incorporated by reference herein. The Club may amend or modify such Additional Terms and Conditions from time to time. Amendments will be effective upon the Club's publishing of such amended or modified Additional Terms and Conditions on the Club's website. The Member's continued access or use of the Services after such posting constitutes Member's consent to be bound by the Additional Terms and Conditions, as amended or modified.
- 14. Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of Bermuda without regard to the conflict of laws principles of any jurisdiction.
- 15. Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.
- 16. Entire Agreement.** This Agreement, together with the exhibits, schedules and attachments, and all agreements incorporated by reference herein constitute the entire agreement between the parties concerning its subject matter and supersedes any prior or contemporaneous agreements, understandings or proposals.
- 17. Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement shall not be construed as a waiver of such right to enforce the same for such occurrence or any future occurrence.
- 18. Notices.** The Club may give notice by means of electronic mail to the Member's email address on record in the Club's account information or by written communication sent by first class mail to the Member's address on record in the Club's account information. The Member is responsible for keeping his or her account information up to date. Member may give notice to the Club at any time by electronic mail to [info@pjcbermuda.com](mailto:info@pjcbermuda.com).

**PRIVATE JET CLUB LIMITED**

**MEMBER**

Signed by:

Signed by:

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Print name:

Print name:

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### **Schedule A**

Initiation Fee, payable upon acceptance of membership application and covering the initial 12-month membership period: \$5,000

Annual Dues, payable upon each annual renewal: \$5,000. The Annual Dues are subject to change upon at least thirty (30) days' notice by the Club to the Member ahead of renewal. The Member will have the right to elect not to renew upon fifteen (15) days' notice to the Club.