

Effective July 17, 2024¹

Important Note: This Member Flight Services Agreement (the “FSA”) is a standardized agreement that applies to all Wheels Up Club Members. This FSA is a “clickwrap” agreement, which is a legally binding contract. You can read, download, and print the current version of this FSA from www.wheelsup.com, any time. By signing this FSA, you affirmatively accept all terms and conditions set forth in this FSA. ***If you do not agree with any of these terms and conditions, do not sign it.*** You may send any questions about this FSA to globalsales@wheelsup.com.

In addition, the terms and conditions set forth in this FSA are subject to change upon ***ten (10) days’ notice to you*** and notice of changes will be provided to you pursuant to Section 11(j) (Notices). Your continued use of Wheels Up’s services after such notice has been provided constitutes acceptance of modifications to this FSA.

This FSA governs a Member’s participation in the on-demand air transportation services associated with their Membership in the Wheels Up Club. Together, the Wheels Up Passenger Notices (found at www.wheelsup.com), this FSA, the applicable Fund Purchase Terms and Conditions, and Membership Agreement create the “Agreement” between Member (or “you,” and any derivation thereof) and Wheels Up.

The FSA includes provisions that limit Wheels Up’s liability to you (Section 9) and disclaims certain warranties (Section 11(k)). You are required to arbitrate all claims, unless you opt out of such arbitration as set forth in Section 11(d). Finally, you agree to the provisions regarding insurance (Section 10).

STANDARD TERMS AND CONDITIONS

- Agency Appointment; Disclosures.** Pursuant to applicable federal regulations, you hereby appoint Wheels Up as your agent for the limited purpose of (a) arranging and coordinating services as you request, including on-demand air transportation services with an Operator for you and your guests, and (b) entering into necessary and appropriate agreements with third parties to facilitate such services, including air transportation. You acknowledge and agree that such contracts entered into on your behalf must be materially consistent with this FSA, and you will be and are subject to their terms and conditions. All flights will be performed by Operators that hold the necessary licenses issued by their home government (the Federal Aviation Administration (FAA) in the case of each U.S.-based Operator). Each Operator is responsible for exercising operational control over the flights it performs.
- Passenger Notices.** All passengers are subject to the Wheels Up Passenger Notices. You can read, download, and print the Passenger Notices from www.wheelsup.com. You are responsible for making sure passengers on any flight booked through your Wheels Up Account are made aware of the Passenger Notices.
- Fund Program Benefits.** You can purchase a Fund and add it to your Membership by agreeing to the applicable Fund Purchase Terms and Conditions. Wheels Up offers Fund Programs for individuals and businesses. **A Fund is not refundable.**
- How to Book a Flight.** You may request and book flights through the Wheels Up App, Wheels Up Website, or you may call or email Member Services at 855-933-5987 (855-WE FLY UP) or members@wheelsup.com. Member Services is available 24 hours per day. Wheels Up reserves the right to deny any booking request if you are not in Good Standing.

¹For clarity, these terms and conditions apply to all Members, including those who purchased a Fund before July 17, 2024. For the avoidance of doubt, the terms and conditions applicable to a Fund purchased before July 17, 2024 shall not be changed, unless agreed to in writing by the parties.

5. **Lead Passenger**². You are required to complete and maintain a Membership profile that includes, among other information, your contact information and Lead Passenger information. There must be a Lead Passenger on each flight booked and taken through your account. The Lead Passenger shall be either you or any one of the Alternate Family Lead Passengers that you may designate. In the event any Alternate Family Lead Passenger is younger than 18 years of age (a "Minor"), such person must be accompanied by an adult or a chaperone to fly (please review the Wheels Up Passenger Notices, available at www.wheelsup.com, for more information).
6. **Aircraft Categories and Types; Departure and Landing Slots.** Information about the Wheels Up fleet can be found at www.wheelsup.com.
- (a) **Number of Passengers.** In no event will you be permitted to have a number of passengers that exceeds the maximum number of passengers permitted on the aircraft, as determined by Wheels Up or Operator. Additionally, Wheels Up or Operator reserve the right to limit the number of passengers or amount of luggage for a flight based on the aircraft passenger or luggage capacity or flight specifics and will communicate such information to the best of its ability prior to the flight. Each Operator determines Mission Capable in its sole discretion.
- (b) **Departure and Landing Slots.** All flights that require departure and landing slots mandated by the FAA are subject to availability. Wheels Up will arrange with Operator to obtain a departure or landing slot at the origin or destination point of your choice but may have to arrange for a flight using an alternate airport or a different flight time based on slot availability, weather, Air Traffic Control directives or other factors not within its control.
- (c) **Aircraft Assignments in a Networked System.** You acknowledge that Wheels Up is arranging flights for you using a large floating fleet of potential aircraft, that are staffed by pilots who often must rely on commercial air transportation to reach an aircraft that might be assigned to a Wheels Up flight, and that may have to change their routes or timing due to prior passenger needs or other reasons. You agree that Wheels Up will act in its sole discretion to arrange a Mission-Capable aircraft for your flights and that no specific aircraft (e.g., tail number) is guaranteed for use on a given flight.
7. **Flight Confirmation.** Reservations are considered Confirmed when all of the following have occurred: (a) you request a reservation through the Wheels Up App, Wheels Up Website, Wheels Up Member Services, or Broker, either electronically or by telephone and Wheels Up confirms receipt of your request; (b) Wheels Up, as your agent, requests this flight with Operator and Operator confirms this flight request with an On Demand Air Transportation Contract entered into by Wheels Up, as your agent, with Operator; (c) a flight quote is issued and sent to you by Wheels Up; and (d) you confirm acceptance of the flight quote. Once Confirmed, Cancellation Fees and fees relating to changes you make to your reservation may apply. Additional details are set forth in your Fund Purchase Terms and Conditions.
8. **Payment for Services.**
- (a) **Flights Must be Paid in Full Before Departure; Invoicing.** All flights must be paid for in full prior to departure. The full cost of a flight will be charged approximately 24 hours prior to the scheduled departure time. With respect to any other additional costs or fees, if such amounts are not billed at the time of booking, Wheels Up will deliver an Invoice for such amounts as soon as possible after such amounts become known. Payment on any Invoice is due within 5 business days after your receipt of such Invoice, and if you have a Fund, the balance due will be

² If Member is a business entity, this clause shall apply instead: Member is required to complete and maintain a membership profile that includes, among other information, contact information for all individuals authorized to book flights using Member's account, and Lead Passenger information. There must be a Lead Passenger on each flight booked and taken through your account. The Lead Passenger must be an employee of Member. In the event any Lead Passenger is younger than 18 years of age (a "Minor"), such person must be accompanied by an adult or a chaperone to fly (please review the Passenger Notices, available at www.wheelsup.com, for more information).

automatically deducted from your Fund no earlier than the sixth day after the date of such Invoice. All currency references herein are U.S. Dollars.

- (b) **Methods of Payment.** As long as you are a Member in Good Standing, your Fund will be used as your default form of payment for flights and other products and services offered by Wheels Up. The cost of services, including the cost of any flight, will be automatically deducted from your Fund. If you have multiple Funds, the oldest Fund (and its corresponding benefits) will always be used as your first form of payment. Other acceptable forms of payment for services are wire or ACH transfer, or credit card. In the event the cost of services exceeds the amount remaining in your active Fund(s), you hereby authorize Wheels Up to charge your credit card on file for any amounts due. If you have an available Fund and instead elect to use a credit card to pay for your Membership Fees or a flight, a processing fee of up to 3.5% will apply where permitted. If Wheels Up does not timely receive payment from any Member, it reserves the right to charge the full balance to your credit card on file, and the transaction will incur a processing fee of up to 3.5% where permitted. Wheels Up may place a nominal 0.015% hold on your credit card on file to authenticate the payment method.
- (c) **Past Due Payments.** Wheels Up is not obligated to provide services if there is an unpaid balance in your account. If payment for any amount due and owing to Wheels Up is not received in a timely manner by Wheels Up, you hereby authorize Wheels Up to charge your credit card on file for any balance due, and the transaction will incur a processing fee of up to 3.5% where permitted. Failure to pay in a timely manner may result in the revocation or suspension of your Membership and related privileges at the sole discretion of Wheels Up with no further obligation to you. Wheels Up reserves the right to assess a 1.5% per month finance charge on past due amounts. Additionally, Wheels Up reserves the right to charge you any legal or collection agency fees associated with the collection of past due accounts.

9. Limitation of Liability. Wheels Up's liability to you is limited.

- (a) Operator shall be solely responsible for all claims arising out of any and all occurrences, accidents or incidents that occur on or in connection with the aircraft operated by Operator, including, without limitation, all personal injuries, property damage or wrongful death. Wheels Up is not responsible for any negligent act or omission by the Operator or its personnel and is not responsible for any personal injury, property damage, accident, delay, inconvenience, or change in itinerary that may occur for your benefit.
- (b) Wheels Up shall not be liable under any contract, negligence, strict liability (to the extent permitted by applicable law) or other legal or equitable theory for any (i) consequential, indirect, incidental, special, punitive, lost profits, exemplary or reliance damages; or (ii) amounts in excess of (x) your Membership Fees (as defined in the Membership Agreement) you actually paid for the year of membership in which the matter giving rise to a claim occurred, (y) amounts paid for a particular flight if a claim arises therefrom, and (z) amounts to which you may be entitled under applicable insurance provided in accordance with Section 10 below.

10. Insurance.

- (a) For Member trips where Wheels Up or Air Partner LLC is the Broker:
 - (i) Wheels Up, as Broker, shall require each Operator (including Wheels Up when it is the Operator) to maintain the following minimum combined single limit liability insurance coverage, including passenger liability, public liability, contractual liability, property damage liability, and personal injury coverages: (i) \$25 million for seaplane operations; (ii) \$50 million for helicopter operations; and (iii) \$50 million for all other fixed-wing aircraft operations. In addition, Wheels Up, as Broker, will ensure that at least \$100 million in combined single limit liability insurance coverage, including passenger liability, public liability, contractual liability, property damage liability, and person injury coverage, applies to all Member flights performed on fixed-wing aircraft. The parties acknowledge that the foregoing coverage levels are only the guaranteed minimums, based on commonly available coverage limits for each respective type of aircraft operation. The actual coverage limits

may be higher. War risk coverage shall also be included on the terms of such coverage that are provided or required by applicable government authorities and that are prevailing in the commercial insurance marketplace.

- (ii) Wheels Up, as Broker, shall direct Operator (including Wheels Up when it is Operator) to identify all Wheels Up Members as Additional Insured parties under Operator's aviation liability insurance coverage with respect to flights taken on aircraft operated by such Operator. The parties acknowledge that, because of the number of different insurance policies that could be involved in the provision of flight services to Member, this identification of the Wheels Up Members as Additional Insureds will be done as a category of covered persons. Individual members will not be identified separately by name as Additional Insureds.
 - (iii) Wheels Up, as Broker, shall direct Operator (including Wheels Up when it is Operator) to include in its policy the following provisions for the benefit of the Additional Insureds: (i) a clause stating that the operator's insurance is primary, without a right of contribution from the Additional Insureds; (ii) a Severability of Interest clause; and (iii) a Waiver of Subrogation.
 - (iv) Wheels Up, as Broker, also shall maintain at least \$300 million in liability coverage for its performance as an agent arranging flights on your behalf as contemplated by this FSA, and Wheels Up will cause its Members (as a group and not by individual name) to be identified as Additional Insureds.
 - (v) YOU AGREE TO ACCEPT THE PROCEEDS OF THE INSURANCE COVERAGES DESCRIBED ABOVE AS YOUR SOLE RECOURSE AGAINST WHEELS UP (INCLUDING AIR PARTNER LLC) OR APPLICABLE OPERATOR FOR ANY LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, INJURY, DEATH, OR PROPERTY DAMAGE) TO ANY PASSENGER; PROVIDED HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY IN THE EVENT OF WHEELS UP'S OR APPLICABLE OPERATOR'S PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, RESPECTIVELY, WITH RESPECT TO THE INSURANCE COVERAGES THEY HAVE ARRANGED.
 - (vi) YOU ACKNOWLEDGE THAT THE PROTECTION AFFORDED YOU BY THE COVERAGES DESCRIBED ABOVE MAY BE INVALIDATED OR OTHERWISE LIMITED IF YOU OR YOUR GUESTS ON A FLIGHT ENGAGE IN GROSSLY NEGLIGENT OR WILLFUL MISCONDUCT.
- (b) This insurance provision *does not apply* to Member trips where Wheels Up or Air Partner LLC is not the Broker (e.g., Air Partner Limited,³ or its subsidiaries) or Flight Segments that occur outside of the United States or its territories.

11. Miscellaneous.

- (a) FSA Completeness and Interpretation. This FSA contains the entire understanding between you and Wheels Up with respect to the subject matter herein and supersedes all previous agreements, communications, representations, and warranties, whether oral or written, unless expressly stated otherwise. Both parties either have retained legal counsel or have had the opportunity to retain legal counsel, at their respective own expense, to advise them in connection with this FSA. No provision of this FSA may be construed for or against a party based on which party authored the provision.
- (b) Assignment. You shall not assign your Membership or your Agreement without the written consent of Wheels Up. Any attempted assignment not approved, as provided in this section, is null and void. If your Agreement, is transferred, the whole Agreement shall be deemed assigned to the transferee.

³ Air Partner Limited is a subsidiary of Wheels Up Partners Holdings LLC, which is also the parent company of Wheels Up.

- (c) Compliance with Applicable Law. Each party will comply with all applicable laws in its performance of the Agreement, including this FSA. This includes compliance with all applicable aviation safety, customs, immigration, border quarantine laws, as well as compliance with applicable anti-bribery (e.g., Foreign Corrupt Practices Act), anti-money laundering, and sanctions laws.
- (d) Dispute Resolution and Mandatory Arbitration. Any dispute arising out of or in connection with the establishment, performance, or termination of your Agreement shall be first escalated internally to a Wheels Up executive that has authority to resolve such dispute. If the dispute cannot be resolved, it shall be settled by binding arbitration before a panel of one (1) arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award may be entered in any court of competent jurisdiction. The location of arbitration shall be in New York, New York. No class arbitration shall be permissible. In the event you fail to pay any sums due to Wheels Up hereunder at the time such sums are due to be paid, Wheels Up shall be entitled to recover all reasonable attorneys' fees and costs from you related to or arising out of any efforts to collect such sums from you, including any legal proceedings or arbitration that is commenced to collect such sums.
- (e) Events Beyond Reasonable Control (Force Majeure). Neither Wheels Up nor Operator shall be liable for any failure or delay in its performance under the Agreement to the extent that such failure or delay is caused by circumstances or events that are reasonably beyond that party's control (a Force Majeure event), including but not limited to: Acts of God; air traffic congestion; natural phenomena such as weather, fire, flood, earthquake, volcanic activity; outbreak of disease, epidemic or pandemic; government actions or inactions affecting flight operations; supply chain disruption; labor strikes or walkouts; or riots, terrorism, war. If such event(s) prevents or delays Wheels Up's or Operator's performance, that party will exercise commercially reasonable diligence to respond to the situation with alternative means of performance (including efforts to arrange an alternative, Mission-Capable aircraft).
- (f) Further Assurances. You and Wheels Up each agree to execute and deliver to the other any additional documents that the other party might reasonably request in order to carry out the full intent and purposes of the Agreement, as well as to comply with applicable law.
- (g) Governing Law. The Agreement will be governed by and interpreted under the laws of the State of New York, excluding its choice of law provisions. All matters relating to the performance of flight services will be governed by the law of the nation that licensed the air carrier or that holds sovereignty over the origin, destination, or airspace used.
- (h) Intellectual Property. Wheels Up alone (and its licensors, where applicable) shall own all right, title, and interest, including all related intellectual property rights, in and to the services provided hereunder (including the Software) and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the services provided hereunder. The Agreement is not a sale of, and does not convey any rights of, ownership in or related to the services provided hereunder or any intellectual property rights owned by Wheels Up. The Wheels Up name, logo(s), and the names associated with the services provided hereunder are trademarks of Wheels Up or third parties, and no right or license is granted to use them.
- (i) Non-Standard Flight Opportunities. From time to time, there may be certain shared flight, scheduled shuttle service, empty leg, public charter, or other non-standard flight opportunities made available to you through the Wheels Up App, the Wheels Up Website, or otherwise. The terms and conditions with respect to your participation in such flight opportunities may differ in certain respects from, and in some cases override, the terms set forth herein. Terms and conditions for non-standard flight opportunities will be provided to you at the time of booking and can also be found on the Wheels Up App and Wheels Up Website. You are required to agree to the terms and conditions applicable to such flight opportunity prior to participating in any such non-standard flight opportunity. There is no guarantee that any non-standard flight opportunities will become available or if offered will remain available. There is no guarantee that you will have any opportunity to participate in any non-standard flight

opportunity. Except as otherwise set forth herein, if you participate in any non-standard flight opportunity, you shall not be entitled to maintain a booking in your account for more than one (1) flight to the same destination (defined as city or region, on a case-by-case basis) within any twenty-four (24) hour period. For the purposes of this Section a flight shall include travel on the Wheels Up fleet, through available charter services and participation in empty legs, scheduled shuttle service, shared flights, public charter, and other flight opportunities that may become available to you from time to time.

(j) Notices.

(i) You agree that: (A) Wheels Up may amend, modify or waive the terms of this FSA at any time upon 10 days' prior notice delivered to you pursuant to this Section 11(j); (B) your written agreement to, acceptance and/or acknowledgment of such notice is not required for such amendment, modification or waiver to become effective in accordance with its terms; and (C) your continued use of Wheels Up's services following the effectiveness of such notice shall constitute your agreement to, acceptance and acknowledgment of the terms of such amendment, modification or waiver without any further action on your part or countersignature.

(ii) Wheels Up may give you notice by means of a general notice through the Software (including posting such notice to the Wheels Up Website or Wheels Up App), electronic mail to your email address on record in Wheels Up's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Wheels Up's account information. Notice shall be deemed to have been given upon the expiration of (A) the third business day after posting (if sent by first class mail or prepaid post), (B) twelve (12) hours after sending electronically if sent by email, or (C) immediately if posted on the Wheels Up Website or Wheels Up App (unless stated otherwise).

(iii) Wheels Up may send you SMS/text messages relating to services under the Club (e.g., flight or tail updates). If you do not wish to receive communication regarding Club services via SMS/text, you may opt out at any time by contacting your account manager or by responding to such message with "Stop."

(iv) You may give notice to Wheels Up (such notice shall be deemed given when received by Wheels Up) at any time by any of the following: letter sent by confirmed email to Wheels Up at the following email address legal@wheelsup.com; letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail to Wheels Up at the following address: Wheels Up, 601 West 26th Street, Suite 900, New York, NY 10001 addressed to the attention of: Legal. Notwithstanding the foregoing, any notice which is specific to your account (i.e., notices which are not general notices) will be sent to your email address on record in Wheels Up's account information or via first class mail or pre-paid post to your mailing address on record in Wheels Up's account information.

(k) Representations and Warranties; Disclaimer. You and Wheels Up each represent and warrant that: (a) if the party is a business entity, it is an entity that is and will remain in good standing in its jurisdiction of formation (or jurisdiction to which it may be converted), and the individual signing on its behalf has authority to do so; (b) if the party is an individual, the individual is of sound mind and legal capacity and is signing this FSA as a voluntary act; (c) the party has the right, power, and authority to enter into the Agreement as a binding obligation; (d) by entering into the Agreement and performing the obligations contemplated therein, the party will not breach any agreement between itself and a third party; and (e) the party is not the subject of any sanctions programs enforced by the Government of the United States of America, including the Office of Foreign Assets Control.

EXCEPT AS EXPRESSLY STATED HEREIN, WHEELS UP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO ANY MATTER ARISING OUT OF THIS FSA OR THE AGREEMENT OR THE SERVICES PROVIDED TO MEMBER OR ANY GUEST OF MEMBER. WHEELS UP 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. MEMBER ACKNOWLEDGES AND AGREES THAT THE ENTIRE RISK ARISING OUT OF THEIR USE OF THE SERVICES PROVIDED HEREUNDER (INCLUDING ANY USE OF SOFTWARE), AND ANY THIRD-PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH MEMBER TO THE MAXIMUM EXTENT PERMITTED BY LAW.

- (l) Severability. If any provision of this FSA is held to be invalid, illegal, or otherwise unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this FSA shall otherwise remain in full effect and enforceable.
- (m) Survival. The representations, warranties and covenants made in this FSA and within the Agreement, except for those that apply only to a certain time, shall survive termination of the Agreement.
- (n) Privacy Notice; Disclosure of Personal Information to Other Companies.
 - (i) Wheels Up takes all appropriate measures to maintain data regarding its passengers and their guests as confidential. All flights flown hereunder will be flown pursuant to FAR Part 135, which requires disclosure of the name of all persons on a flight to the Operator. Additionally, Wheels Up may be required to furnish Passenger and Passenger's guests' data, such as name and date of birth, or passport information, to comply with national and international security requirements or governing bodies. It may also be necessary for Wheels Up to provide names of persons on a flight to third parties providing services related to a flight such as ground transportation at Passenger's request. You can learn more about Wheels Up's privacy practices at wheelsup.com/privacy.
 - (ii) Wheels Up may share your data, including personal information, with Wheels Up Partners Holdings LLC (collectively with its subsidiaries, including Air Partner LLC); Tropic Ocean Airways LLC and its subsidiaries ("Tropic Ocean"); and Delta Air Lines, Inc. (collectively with its subsidiaries "Delta"), which may also include Delta's code-share partners, for the purpose of offering you additional benefits, products, and services. If you would like to opt out of receiving information from any of these companies, please send an email to usprivacy@wheelsup.com.

12. Definitions.

"*Agreement*" means, together, (1) the Wheels Up Passenger Notices, (2) the applicable Fund Purchase Terms and Conditions, (3) this FSA, and (4) your Membership Agreement. If there is a conflict among them, the order of precedence is: (1) the Wheels Up Passenger Notices, (2) the applicable Fund Purchase Terms and Conditions, (3) this FSA, and (4) your Membership Agreement.

"*Alternate Family Lead Passenger*" means your spouse, children, parents, grandparents; or same-sex or opposite-sex civil partner or domestic union; or same-sex or opposite-sex co-habitant with you.

A "*Broker*" is an entity that arranges or sells single entity charter air transportation as Member's bona fide agent.

"*Catering*" means food and beverages you order for the flight beyond On-Board Provisions.

"*Club*" has the meaning ascribed to it in the Membership Agreement.

A "*Confirmed*" reservation has the meaning set forth in Section 7.

"*Crew Duty Day*" allows for eleven (11) hours of time from the originally scheduled departure of the initial Flight Segment of the Day to the actual landing time of the final Flight Segment of the Day. Trips that include more than one Flight Segment occurring on the same Day must be accomplished inside of an FAA regulated Crew Duty Day.

“Day” means a twenty-four (24) hour calendar day. Flights that are the second or subsequent leg of a trip that are requested for prior to 5:00 AM shall be deemed to take place the same Day as the initial flight for such trip.

“Flight Segment” means a flight between two destinations, measured by one take off and one landing, with 6 minutes added to each takeoff and landing to compensate for taxi time.

“Fund Program” means the suite of pre-purchased dollar-denominated forms of payment (each, a “Fund”) that can be used by Members to pay for Club costs including Membership Fees, flight services and any costs incidental thereto (e.g., Catering and ground transportation). When reference is made to an “active” Fund, it means a Fund that is within its applicable Validity Period, as set forth in the Fund Purchase Terms and Conditions.

“Good Standing” means you have paid your most recent Membership Fees and you do not have any outstanding balance with Wheels Up.

“Invoice” means any billing document sent to you by Wheels Up identifying costs and related charges you incurred for a flight or other service.

“Member” or “you” means the individual identified in the Membership Agreement and on the signature page hereto.

The “Member Flight Services Agreement” or “FSA” means these terms and conditions, which govern the services Wheels Up will provide to you, including on-demand air transportation services, including costs, fees, discounts, and other details.

“Member Services” means the personnel employed by Wheels Up to handle your flight requests and certain other member activities, such as ground transportation, through the Wheels Up Website, Wheels Up App, telephone, or email.

“Mission-Capable” means the aircraft is equipped with all required components and systems to carry out the Flight Segment. Wheels Up or Operator shall determine an aircraft’s Mission Capabilities in their sole discretion. Wheels Up has the right to reject bookings for aircraft that are not Mission-Capable.

“On-Board Provisions” means select non-alcoholic beverages; certain wine, beer, and alcohol; coffee; and a variety of snacks that are supplied on all Member flights at no additional charge. On Board Provisions may vary by Operator, flight, location, and geography.

“On Demand Air Transportation Contract” means the agreement agreed to by Wheels Up as your agent with Operator for each flight for the provision of any particular flight for on demand air transportation, as requested by Member.

“Operator” means each licensed air carrier that provides air transportation services to you under your Agreement (including this FSA), as such air carrier may be utilized or designated with prior notice by Wheels Up on your behalf from time to time.

“Software” means the Wheels Up App, the Wheels Up Website, and the software used for the Wheels Up App and the Wheels Up Website, as may be modified, and updated from time to time.

“Trip” means a Flight Segment or series of contiguous, both chronologically and geographically, Flight Segments completed in a Crew Duty Day booked or modified by Member.

“Trip Day” means the period of time that begins at the scheduled departure time for the first Flight Segment of a Trip and ends 12 hours later without regard to change due to travel through time zones.

“*Trip Disruption*” has the meaning set forth in the applicable Fund Purchase Terms and Conditions.

“*Wheels Up*” means Wheels Up Partners LLC, a Delaware limited liability company.

“*Wheels Up App*” means the Wheels Up proprietary mobile software technology that is available for members to request flights and conduct other member activities.

“*Wheels Up Website*” means the Wheels Up proprietary website located at members.wheelsup.com that is available for members to request flights and conduct other member activities.

[Member’s agreement with and acknowledgement of these terms and conditions follows.]

MEMBER HEREBY AGREES TO, ACCEPTS AND ACKNOWLEDGES THESE TERMS AND CONDITIONS, WHICH SHALL BECOME EFFECTIVE IMMEDIATELY UPON MEMBER'S EXECUTION.

MEMBER

Signature: _____

Printed Name: _____

Date: _____

Account Name: _____

Address Line 1: _____

Address Line 2: _____

City: _____

State: _____

Country: _____

Zip Code: _____

Tax Identification Number
(Required for any business entity.): _____