

WHEELS UP

CHARTER SERVICES TERMS AND CONDITIONS

Please read these terms and conditions very carefully. It includes a mandatory arbitration clause, Wheels Up's liability to you is limited, and Wheels Up disclaims certain warranties.

Effective July 29, 2024

The terms and conditions set forth below are between you ("You" or "Customer"), a charterer arranging on-demand air charter transportation services through Wheels Up Partners LLC ("Wheels Up"), and Wheels Up.

These terms and conditions apply only with respect to flights arranged by Wheels Up for Customers who are not members of the private, membership-based Wheels Up Club (the "Club").¹

These terms and conditions shall be supplemented for each specific charter flight by a separate "Charter Quote," which will include the flight details, pricing, and other applicable information. The Charter Quote may be delivered to you through the Wheels Up mobile application or website (together, the "Wheels Up App") and/or by email. By booking flights through the Wheels Up App or by email through Wheels Up Member Services, you accept and agree to the terms and conditions set forth herein.

1. Exchange of Emails Constitute Acceptance and Form a Valid, Enforceable Agreement

Your agreement for services, including these terms and conditions, may be executed in one or more counterparts, and by electronic signatures. You and Wheels Up agree that electronic signatures are the legally binding equivalent of a handwritten signature. In addition, you and Wheels Up agree that the exchange of emails the recipient reasonably believes to be authorized by the transmitting party shall constitute the valid signature on behalf of the transmitting party. You further agree that it is reasonable for Wheels Up to rely upon a transmission from an email address you have identified as your authorized email address. Together, the counterpart signed copies, including transmission of emails, will constitute a valid and binding agreement.

2. Agency Appointment

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 on behalf of 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 these terms and conditions, and you will be and are subject to their terms and conditions.

YOU ACKNOWLEDGE AND AGREE THAT WHEELS UP IS ONLY ACTING AS YOUR AGENT FOR THE PURPOSE OF ARRANGING THE CHARTER SERVICES DESCRIBED HEREIN AND YOU ARE BOUND BY ANY CONTRACT WHEELS UP ENTERS INTO ON YOUR BEHALF, INCLUDING A CONTRACT WITH AN OPERATOR OR A CHARTER QUOTE.

3. Disclosure About Operators

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. Operator and the pilots of the aircraft are authorized to take all necessary measures to ensure safety, and they shall have full authority and complete discretion as to whether any deviation from the specified route and where alternate and/or immediate landings shall be made. Such determinations shall be binding upon all Passengers. The Operator's details will be provided to you at least four hours prior to your flight's scheduled departure.

4. Passenger Notices

The Wheels Up Passenger Notices apply to all Passengers on all flights. You can read, download, and print the notices at www.wheelsup.com. "Passenger(s)" includes you and each of your guests.

5. Flight Requests and Booking Confirmation

All requests for services are subject to acceptance by Wheels Up in its sole discretion. Wheels Up hereby expressly reserves the right to accept or reject any reservation requests for any reason, or for no reason, whatsoever.

For all flights requested through the Wheels Up App, the flight details, inclusive of aircraft type, date and time of departure, departing and arriving airport, price and the amount of

¹ For clarity, Members of the Club each sign a Membership Agreement and pay a fee to maintain their Membership. For details about Membership options, please see

www.wheelsup.com. Flights arranged for Members are subject to different terms and conditions, depending on the Membership type and product(s) purchased by such Member.

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Federal Excise Tax ("FET"), are displayed within the Wheels Up App.

In order to book a requested flight, you are required to confirm all details and acceptance of the quoted price and agree to all applicable terms and conditions.

The flight is deemed confirmed when you click "Complete Purchase" and Wheels Up confirms receipt of your submission within the Wheels Up App and/or by email.

For flight requests made by means other than the Wheels Up App, the flight details, inclusive of price and amount of FET, shall be provided as a Charter Quote via email. For such flights, you are required to acknowledge and agree to the details set forth in the Charter Quote, signifying confirmation of its contents and acknowledgment that such flight is subject to the terms and conditions set forth in the Charter Quote, and these terms and conditions. Such flights shall be deemed confirmed when you provide such acknowledgment, including replying to an email from Wheels Up, and Wheels Up delivering confirmation of the flight via email or through the Wheels Up App to you.

Once confirmed, the cancellation provisions and applicable charges set forth in these terms and conditions will apply.

6. Flight and Other Costs

Cost of Charter Flight. The Charter Quote for each specific trip shall set forth the price and any associated costs or expenses known at the time of booking. If you request a change in itinerary, or if an itinerary is changed because of your, or any Passenger's actions or omissions, the result may be additional costs and fees, for which you will be obligated to pay.

Potential Additional Charges. You are responsible for additional charges incurred by Wheels Up related to the provision of the services to you and may be billed separately for additional charges after the flight, for example, when such amounts are unknown or are just estimates at the time of booking. Such additional costs and expenses may include, without limitation, catering costs, ground transportation costs, flight phone costs, de-icing costs, ramp and hangar fees, fuel surcharges, crew expenses, air space navigation fees, weather service fees, international fees, costs for preferred FBO requests, and such other costs and expenses as are incidental to charter services.

Wheels Up will send you an invoice for such amounts as soon as possible after such amounts become known. Payment is due within 5 business days after your receipt of such invoice, and Wheels Up is authorized to charge your credit card on file if you fail to provide an alternative method of payment before the due date. All currency references herein are U.S. Dollars.

Taxes. You are responsible for all sales, use, VAT, stamp, FET, transfer, segment fees and other similar taxes, fees, duties and penalties that may be imposed by any governmental or regulatory authority as a result of the flights and services Wheels Up provides to you ("Taxes"). Wheels Up will add the applicable Tax, using the current rate, to each Charter Quote.

Additional Fees for Flights Outside of the Continental United States. You may be responsible for additional customary charges incurred for flights outside of the contiguous 48 states of the United States of America (the "Continental United States"). The specific amounts of additional fees associated with flights outside of the Continental United States are based on the average costs incurred for traveling to such locations, which may include, without limitation, navigation charges, positioning charges, landing charges, overnight charges, customs charges, segment charges, miscellaneous Taxes, handling fees, various foreign fees and charges. A schedule of applicable international charges by location, which may change from time to time without notice, is available upon request from Wheels Up. You will be informed of such expected charges prior to confirming a requested itinerary. For such international trips, you and your Passengers agree to comply with all applicable policies required by U.S. Customs and Border Protection (and other applicable governmental or regulatory policies) and will reimburse Wheels Up or Operator (as applicable) for any costs incurred as a result of a failure to comply.

Cancellation Fees. Depending on when you cancel your flight, you may be charged a cancellation fee, as set forth below. In addition, any change in date, time, itinerary, number of passengers (which results in a passenger load in excess of the maximum passenger load for the scheduled aircraft) or type of aircraft may be deemed a cancellation and be subject to a cancellation fee.

If you or any of your Passengers are more than sixty (60) minutes late for a scheduled flight, either Wheels Up or the Operator shall have the right to cancel the flight at its sole discretion, and you will be charged the full cost of the flight.

You acknowledge that a "no show" is considered a cancellation and you will be charged 100% of the cost of the flight.

Wheels Up will make reasonable efforts to avoid cancellation fees. Notwithstanding the foregoing, you acknowledge that Wheels Up has the right to immediately charge your credit card on file for the applicable cancellation fee.

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Cancellation Fees

Aircraft Category	Required Cancellation Notice	Cancellation Fee
Turboprop	At least 72 hours before scheduled departure	Up to 100% of the cost of the flight
Light Jet	At least 72 hours before scheduled departure	Up to 100% of the cost of the flight
Midsize Jet	At least 72 hours before scheduled departure	Up to 100% of the cost of the flight
Super-Midsize Jet	At least 72 hours before scheduled departure	Up to 100% of the cost of the flight
Large Cabin/Heavy	7 days before scheduled departure	Up to 100% of the cost of the flight

7. Adjustments to your Departure Time

Wheels Up has the right to adjust your departure time(s):

(a) up to 60 minutes before or after your scheduled departure time on any date not listed below; or

(b) up to three (3) hours before or after your scheduled departure time on the dates listed below:

Peak Travel Dates 2024-2025

Remaining 2024 Peak Travel Dates		2025 Peak Travel Dates through July 2025	
July	None	January	4, 5
August	30	February	13, 14, 17
September	None	March	None
October	None	April	10, 11, 12, 13
November	26, 30	May	None
December	1, 21, 22, 26, 27, 28, 29	June	None
		July	5, 6

You will be notified of any schedule changes the day before your scheduled departure date.

8. Payment

All flights must be paid for in full prior to departure.

You may pay using a credit card, or by wire or ACH transfer. Even if you do not use a credit card to pay for your flight, you must provide Wheels Up with a valid credit card and you

authorize Wheels Up to securely store your card details on file for the purpose of facilitating future transactions.

You agree that Wheels Up may charge your card for any outstanding balances, fees, or charges incurred as set forth in these terms and conditions, or any Charter Quote. Your card information will be kept confidential and will only be used in accordance with our Privacy Policy, which can be found at www.wheelsup.com.

You must notify Wheels Up of a disputed charge within fifteen (15) days after the date of an invoice, receipt, bill or statement on which such charge(s) first appeared. After fifteen (15) days, the charges will be considered valid, final and undisputed.

In the event you fail to pay any amount due and owing to Wheels Up for more than fifteen (15) days after the payment due date, Wheels Up has the right to collect interest on such unpaid balance at a rate of 1.5% per month or the maximum amount of interest permitted by law.

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 attorneys' fees and costs from Passenger related to or arising out of any efforts to collect such sums from Passenger, including any legal proceedings or arbitration that is commenced in order to collect such sums.

9. Your Liability for Damages

You are liable for any and all direct and indirect damage to the Operator's aircraft or Operator's property, whether the damage is caused by you or any other Passenger.

10. Limitation of Liability

Wheels Up's liability to you is limited.

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 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.

WHEELS UP 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)

AMOUNTS IN EXCESS OF THE PRICE PAID FOR A PARTICULAR FLIGHT; OR (C) ANY MATTER BEYOND ITS REASONABLE CONTROL .

Wheels Up shall not have, nor assume any responsibility or liability to Passenger for activities performed by Operator. Further, 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 death. Wheels Up is not responsible for any wrongful, or negligent act or omission by Operator or its personnel and is not responsible for any personal injury, property damage, accident, delay, inconvenience, or change in itinerary that may occur. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy

11. Warranty Disclaimer

EXCEPT AS EXPRESSLY STATED HEREIN, WHEELS UP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO ANY MATTER ARISING OUT OF THESE TERMS AND CONDITIONS OR THE SERVICES PROVIDED TO YOU OR ANY PASSENGER. 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. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR OR ANY PASSENGER'S USE OF THE SERVICES PROVIDED PURSUANT TO THESE TERMS AND CONDITIONS (INCLUDING ANY USE OF SOFTWARE), AND ANY THIRD-PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH YOU AND EACH PASSENGER TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. Insurance

Wheels Up 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:

- \$25 million for seaplane operations;
- \$50 million for helicopter operations; and
- \$50 million for all other fixed-wing aircraft operations.

You acknowledge that the foregoing coverage levels are only the guaranteed minimums, based on commonly available coverage limits for each respective type of aircraft operation. 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.

Wheels Up shall direct Operator to identify all Wheels Up customers 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 you, this identification of the Wheels Up customers as Additional Insureds will be done as a category of covered persons. Individual Passengers will not be identified separately by name as Additional Insureds.

Wheels Up shall direct 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.

Wheels Up also shall maintain at least \$100 million in liability coverage for its performance as an agent arranging flights on your behalf as contemplated herein.

YOU AGREE TO ACCEPT THE PROCEEDS OF THE INSURANCE COVERAGES DESCRIBED ABOVE AS YOUR SOLE RECOURSE AGAINST WHEELS UP OR 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 OPERATOR'S PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, RESPECTIVELY, AS TO THE INSURANCE COVERAGES THEY HAVE ARRANGED.

YOU ACKNOWLEDGE THAT THE PROTECTION AFFORDED PASSENGERS BY THE COVERAGES DESCRIBED ABOVE MAY BE INVALIDATED OR OTHERWISE LIMITED IF YOU OR ANY PASSENGER ENGAGES IN GROSSLY NEGLIGENT OR WILLFUL MISCONDUCT, OR FRAUD.

13. Recovery Service

If your booked aircraft becomes unavailable or delayed due to any circumstance beyond Wheels Up's or the Operator's reasonable control, Wheels Up will use commercially reasonable efforts to arrange alternative service on a similar cabin class or other mission-appropriate aircraft.

Wheels Up cannot guarantee that a recovery aircraft will be available within any specified time frame, if at all.

If a recovery aircraft is available, the cost of such aircraft may exceed the original cost of the flight. If you agree to the

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updated itinerary and quote, you are responsible for the full cost of the recovery flight, inclusive of any amounts in excess of the amount previously paid for such flight. Wheels Up shall issue an updated Charter Quote and itinerary setting forth the details of the recovery flight including updated cost, if any.

If recovery is not possible or if you decline the recovery option based on timing or additional cost, the flight will be cancelled, and you will receive a refund.

14. Passenger Representations

You expressly state and warrant that:

You and your guests (all Passengers) shall only use the services, including the Wheels Up App, in accordance with these terms and conditions, the Passenger Notices, the Wheels Up Digital Terms of Use (which can be read, downloaded, and printed at www.wheelsup.com) and all applicable laws, rules, and regulations.

Neither you nor any of your Passengers are the subject of any sanctions programs enforced by the Government of the United States, including the Office of Foreign Assets Control.

You are at least eighteen (18) years old.

You have the right, authority, and capacity to enter into an agreement for services, as contemplated herein, and recognize it is a binding agreement.

You are entering into an agreement for services as a voluntary act.

You have authority to use the credit card you have provided for the purchase of services, and such credit card is valid and has a credit limit sufficient to pay for the services you have asked Wheels Up to provide.

15. Privacy Notice

Wheels Up takes all appropriate measures to protect its customers' personal data. All flights require disclosure of the name of all Passengers to the Operator. Additionally, Wheels Up may be required to furnish Passenger information, such as name and date of birth, or passport information, to comply with applicable laws, rules, or regulations. Finally, Wheels Up will provide Passenger information to third parties to facilitate the services you have asked Wheels Up to provide. Wheels Up does not sell or otherwise share any personally identifiable Passenger data to any third party. You can read, download, and print Wheels Up's Privacy Policy at www.wheelsup.com.

16. Miscellaneous

These terms and conditions are subject to all applicable governmental laws, rules and regulations governing the flights contemplated hereunder, including, without limitation any rules and regulations of the FAA, the Transportation Security Administration, DOT, and Internal Revenue Service which now or hereafter may be imposed or required.

You agree to take such further actions as may be reasonably requested by Wheels Up in connection with the services to be provided hereunder.

These terms and conditions are binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

You may not assign or transfer your agreement for services to any party.

If any provision of these terms and conditions are declared by an arbitrator or 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 these terms and conditions shall otherwise remain in full effect and enforceable.

The representations, warranties and covenants made in these terms and conditions except for those that apply only to a certain time, shall survive the execution and delivery of these terms and conditions and the fulfilment of the transactions described herein.

These terms and conditions together with the exhibits, schedules and attachments, and agreements referenced herein and incorporated herein by reference constitute the entire agreement between the parties concerning its subject matter and supersedes any prior or contemporaneous agreements, understandings or proposals.

Paragraph headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting these terms and conditions.

No provision of, right, power or privilege under these terms and conditions shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of any party, its agents or employees, but only by an instrument in writing signed by an authorized representative of each party.

No waiver by any party of any breach or default of any provision of these terms and conditions by the other party shall be effective as to any other breach or default.

All communications, directions, approvals, instructions, requests and notices required or permitted by these terms and conditions may be delivered by email shall be deemed to

have been duly given or made when delivered personally or transmitted electronically by e-mail or within the Wheels Up App.

17. Dispute Resolution and Governing Law

These terms and conditions and the provision of services by Wheels Up hereunder shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflict of law principles. Any dispute arising from these terms and conditions, or the services provided by Wheels Up, shall be finally settled by binding arbitration before a panel of one 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.

[End of Charter Services Terms and Conditions]