



CHARTER AGREEMENT

Made between

SKY YOLCU VE KARGO HAVA TAŞIMACILIĞI TİC.A. Ş aka Sky Aviation

a company duly incorporated under the laws of the Republic of Türkiye,
having its principal office at Altunizade Mah. Oymacı Sk. No:16/1 Üsküdar/
İSTANBUL – TURKEY

(hereinafter referred to as the "Carrier")

And

TAX: _____

Hereinafter referred to as "Charterer" And jointly referred to as "the parties"

02 January 2026

SKY AVIATION - CHARTER CONTRACT

THIS Agreement ("Agreement") is made on 02 January 2026



TERMS AND CONDITIONS

BETWEEN:

SKY YOLCU VE KARGO HAVA TAŞIMACILIĞI TİC.A. Ş., a Turkish company with Turkish Tax number 7721363332, with its place of business at Altunizade Mah. Oymacı Sk. No:16/1 Üsküdar/ISTANBUL/TURKEY, hereinafter referred to as "LESSOR" and "Carrier",

and

Horizon Aviation Services, a Libya company _____

_____ Tax ID number _____ hereinafter referred to as "LESSEE" and "Charterer",

WHEREAS:

LESSEE wishes to charter one Airbus A330-200 aircraft (the "Aircraft") through the LESSOR, acting solely as a commercial charter broker and coordinator; and the Aircraft shall be operated by a duly licensed third-party air operator holding a valid Air Operator Certificate (AOC), subject to the terms of this Agreement.

NOW IT IS HEREBY AGREED as follows:

LESSOR shall not be deemed the air carrier or aircraft operator and shall have no operational control over the Aircraft or the flight operations.

DEFINITIONS

- | | |
|---------------------------------|--|
| 1. Aircraft | Airbus A330-200 with manufacturer's, and registration in EUROPE LESSOR may substitute alternative, similar aircraft during the Term should LESSOR operational conditions require, by giving a prior written notice to LESSEE. |
| 2. Configuration | 345Y |
| 3. Operational Base | MSQ |
| 4. Delivery Location | BEN |
| 5. Re-delivery Location | CDG |
| 6. Flight Schedule | Flights to be operated in accordance with the Flight Schedule specified in Annex 1 to this Agreement, or as otherwise mutually agreed by the Parties, subject to operational requirements and regulatory approvals. |
| 7. Lease Term | The period starting on the Actual Delivery Date and ending on the Expected End Date unless otherwise terminated or extended in accordance with the terms of this Agreement |
| 8. Estimated Delivery Date | Following receipt of full payment and subject to the required permits; at the earliest within 10-15 days. |
| 9. Expected End Date | Upon completion of three (3) charter flights. |
| 10. Actual Delivery Date | The date on which the Aircraft is delivered to the operational base and made available for operations. |
| 11. LESSOR's Bank Account | Beneficiary Name: SKY YOLCU VE KARGO HAVA TASIMACILIGI TIC.A.S. Swift Code: TVBATR2A Bank: Türkiye Vakıflar Bankası Türk Anonim Ortaklığı |
| 12. LESSEE's Bank Account | IBAN Number (USD): TR70 0001 5001 5804 8019 3478 71 Beneficiary Name: _____ Swift Code: _____ Bank: _____ IBAN Number (USD): _____ |
| 13. Aircraft Lessor | SKY YOLCU VE KARGO HAVA TAŞIMACILIĞI TİC.A. Ş. Means a day other than a Saturday or Sunday on which the banks in the states where the LESSOR's and/or LESSEE's banks are located are open for the transaction of business of the type required by this Lease. |
| 14. Aviation Authority | Each of the authorities which, under the applicable regulations of the State of Registration, and the State of LESSOR may control or supervise civil aviation in that state or have power over matters relating to the Aircraft Shall mean each hour, or part thereof, elapsing from the moment the chocks are removed from the wheels of the Aircraft until the chocks are next again returned to the wheels |
| 15. Business Day | Means a day other than a Saturday or Sunday on which the banks in the states where LESSOR's, and/or LESSEE's Banks are located are open for the transaction of business of the type required by this Lease. |
| 16. LESSOR, LESSEE | mean and include their respective directors, officers, servants, agents, employees, and sub-contractors |
| 18. Flight Schedule | As per Annex 1 |
| 19. Financial Conditions | As per Annex 2 |
| 20. Duties and Responsibilities | As per Annex 3 |
| 21. Aircraft Specification | As per Annex 4 |

SKY AVIATION

ALTUNIZADE MAH. KISIKLI CAD. OYMACI SOK. 16/1 ÜSKÜDAR -İSTANBUL-TURKEY

+90 216 651 23 76 – sales@skyaviation.aero

www.skyaviation.aero

1. Definitions

- 1.1 "Agreement" means this Passenger Charter Contract including all annexes, schedules, and conditions mutually agreed by the Parties.
- 1.2 "Charterer" means the legal entity or person who has contracted for the charter of the aircraft for the transportation of passengers under this Agreement.
- 1.3 "Aircraft" means the specific aircraft designated for this operation, or any equivalent substitute aircraft as agreed.
- 1.4 "Carrier" means SKY AVIATION, acting as the commercial broker and charter coordinator.
- 1.5 "Operator" means the airline that will operate the aircraft and perform the flight(s) under this Agreement.
- 1.6 "Flight Schedule" means the timing and routing of the charter flights as specified in Annex 1 or agreed between the Parties.
- 1.7 "SDR" means Special Drawing Rights, as defined by the International Monetary Fund (IMF).
- 1.8 "Aviation Authority" means each of the authorities which, under the applicable regulations of the State of Registration and the State of the LESSOR, may control or supervise civil aviation in that state or have power over matters relating to the Aircraft.
- 1.9 "Flight Hour" means each hour, or part thereof, elapsing from the moment the chocks are removed from the wheels of the Aircraft until the chocks are next returned to the wheels.
- 1.10 "Business Day" means a day other than a Saturday or Sunday on which the banks in the states where the LESSOR's and/or LESSEE's banks are located are open for the transaction of business of the type required by this Agreement.
- 1.11 "LESSOR" and "LESSEE" mean and include their respective directors, officers, servants, agents, employees, and subcontractors.

2. Legal Basis

- 2.1 These terms and conditions shall take effect for all charter activities undertaken by the Carrier under this Agreement, provided they are not in conflict with mandatory provisions of international air transportation law.
- 2.2 All passenger air transportation under this Agreement shall be governed by the applicable provisions of:
- the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention, 1999), or
 - any other applicable international or national aviation regulations in force.
- 2.3 In case of conflict between this Agreement and applicable mandatory laws, such laws shall prevail only to the extent of the conflict.

3. Subcontracting

- 3.1 The Carrier (Sky Aviation) acts solely as a commercial broker and reserves the right to subcontract any or all parts of the flight operation to a licensed aircraft operator at its sole discretion.
- 3.2 Any subcontracted operator shall assume full responsibility for the safe and lawful execution of the flight(s). Such operator shall be deemed a party to this Agreement solely for the purpose of performing the chartered service.
- 3.3 The Charterer acknowledges and accepts that Sky Aviation shall not be held liable for operational performance, delays, cancellations, or other failures directly attributable to the subcontracted operator.

4. Unacceptable Shipments

4.1 The Charterer shall ensure that all passengers comply with applicable IATA and ICAO regulations, as well as any national aviation security and customs laws at departure, transit, and arrival points.

4.2 The Carrier reserves the right to refuse boarding or offload any passenger whose behavior or luggage presents a safety, security, or regulatory risk.

4.3 The Charterer shall be responsible for ensuring that no prohibited items (such as weapons, explosives, drugs, hazardous materials, etc.) are carried on board by passengers or within their baggage. In case of any violation, the Charterer shall be held fully liable for all consequences, including legal, operational, and financial penalties.

5. Methods and Routing of Transportation

5.1 While the Carrier shall make reasonable efforts to operate the flights as scheduled, all flight times and routing remain subject to air traffic control, overflight permits, weather, safety considerations, and operator availability.

5.2 The Carrier and/or the Operator reserve the right to substitute the aircraft, adjust departure/arrival times, or modify routing as operationally required, without prior consent from the Charterer, provided that safety and regulatory compliance are maintained.

5.3 The Charterer acknowledges that flight schedules are indicative and not guaranteed. Any delay, diversion, or schedule change due to reasons beyond the Carrier's control shall not be considered a breach of contract.

6. Hindrances Affecting Performance

6.1 The Carrier and/or the Operator shall not be held liable for any delay, deviation, or non-performance of flights caused by factors beyond their reasonable control. These may include, but are not limited to, technical issues, weather conditions, airspace restrictions, war, terrorism, civil unrest, strikes, natural disasters, or governmental actions.

6.2 This Agreement is subject to the granting of all required take-off, landing, and overflight permits. If such rights are not granted in time, the Carrier may withdraw from the contract partially or entirely, without liability for damages, unless such denial is caused by gross negligence or willful misconduct of the Carrier.

6.3 In the event of such hindrances, the Carrier shall make reasonable efforts to notify the Charterer promptly and may, at its discretion:

- a) postpone or cancel the affected flight(s),
 - b) reroute the flight(s) as operationally feasible,
- without any obligation for further compensation beyond what is contractually required.

7. Obligations of Charterer

7.1 The Charterer shall provide complete and accurate passenger data, including full names, passport details, nationalities, and any other required travel documentation at least 48 hours prior to each scheduled departure.

7.2 The Charterer is solely responsible for ensuring that all passengers possess valid passports, visas, and entry permits required for the destination and any transit countries. The Carrier shall not be responsible for any delay, offloading, deportation, or penalty resulting from insufficient or incorrect documentation.

7.3 The Charterer shall indemnify and hold the Carrier harmless from any loss, fine, expense, or legal consequence arising from non-compliance with applicable immigration, customs, or security regulations by any of the passengers.

8. Delivery

8.1 The Charterer is responsible for ensuring that all passengers arrive at the airport on time with valid travel documents and comply with check-in and boarding procedures set by the Carrier or Operator.

8.2 The Carrier shall not be held liable for any passenger who fails to board due to late arrival, invalid documentation, or non-compliance with safety or immigration requirements.

8.3 Once the passengers have disembarked at the final destination, the Carrier's responsibility shall be deemed fulfilled and terminated. Any onward arrangements are outside the scope of this Agreement.

8.4 The Charterer shall be liable for any penalties, delays, or consequences caused by the failure of its passengers to comply with relevant airport, immigration, or transit regulations.

9. Payment of Freight and Charges

9.1 The Charter Price shall be considered fully earned and payable upon confirmation of the flight schedule and allocation of the aircraft. Unless otherwise agreed in writing, all payments shall be made in full and in advance of any flight operation.

9.2 The Charterer shall not be entitled to withhold or reduce any payments under this Agreement on account of any claim, counterclaim, or set-off.

9.3 The quotation is subject to fuel price fluctuations. If aviation fuel prices at the departure or arrival airport increase by more than 5% between the date of quotation and execution of the flight(s), the Charter Price may be adjusted accordingly by the Carrier.

9.4 If the agreed payment is not received on time, the Carrier reserves the right to cancel the flight and/or terminate the Agreement with immediate effect. In such case, applicable cancellation fees shall apply as defined herein.

10. Lien

10.1 In the event of any overdue payments under this Agreement, the Charterer shall be liable for all reasonable costs incurred by the Carrier in the process of recovering such amounts, including but not limited to legal fees, collection charges, and administrative expenses.

10.2 The Carrier shall not be obligated to operate any further flights until all due payments have been settled in full.

11. Force Majeure

11.1 Neither party shall be held liable for any failure or delay in the performance of its obligations under this Agreement due to circumstances beyond its reasonable control. These include, but are not limited to, acts of God (floods, hurricanes, storms, earthquakes, etc.), war, armed conflict, terrorism, riots, governmental restrictions, refusal or delay in issuing permits, embargo, quarantine, civil unrest, technical aircraft failure, and labor disputes.

11.2 If such Force Majeure event continues for more than 7 consecutive days, either party shall have the right to terminate this Agreement by providing written notice to the other party.

11.3 In the event that flights are cancelled or prevented from being operated due to political instability, armed conflict, national security restrictions, or any international or domestic embargoes, sanctions, or regulatory limitations in or affecting Libya or Belarus, or any related overflight regions, such events shall be deemed Force Majeure events under this Agreement.

11.4 Sky Aviation, acting solely as a commercial coordinator, shall not be held liable for any operational failure or non-performance caused by the subcontracted Operator during such Force Majeure situations.

11.5 Notwithstanding any other provision of this Agreement, where any Force Majeure event as defined under Articles 11.1, 11.3, or any of the circumstances described under Articles 6, 15, 26 and Annex 2 of this Agreement become applicable, the refundable Security Deposit shall be deemed forfeited and shall not be reimbursed under any circumstances.

12. Compensation for Loss of or Damage to the Goods and Delay

12. Limitation of Liability and Compensation

12.1 The Carrier shall not be held liable for any consequential, indirect, or incidental loss arising from flight delays, cancellations,

or schedule adjustments, unless such delay was caused by willful misconduct or gross negligence attributable to the Carrier.

12.2 Any claims related to lost or damaged baggage shall be handled in accordance with the applicable international conventions (Montreal Convention, 1999), and such claims shall be directed to the operating carrier responsible for the flight.

12.3 The Charterer acknowledges that the Carrier acts solely as a commercial coordinator and shall not assume any liability beyond what is mandated by applicable law or aviation regulation.

13 Liability, Indemnity and Waiver

13.1 The Carrier shall assume liability and shall indemnify, defend, and hold harmless the Charterer, its directors, officers, employees, and agents from any claims, suits, or legal actions (including costs and expenses) arising from personal injury, bodily harm, or property damage to third parties, passengers, or passenger baggage while on board the aircraft, except where such damage arises from the gross negligence or willful misconduct of the Charterer.

13.2 The Charterer shall assume liability and shall indemnify, defend, and hold harmless the Carrier, its directors, officers, employees, and agents from any claims, suits, or legal actions (including costs and expenses) arising from injury or damage caused by the Charterer or its passengers outside the aircraft or due to administrative or legal violations, except where such claims result from the Carrier's gross negligence or willful misconduct.

13.3 The Carrier shall also indemnify and hold harmless the Charterer from any direct damage to the aircraft or its installed components, excluding damage caused by Charterer-related actions or negligence during ground operations, unless otherwise agreed.

14. Insurance

14.1 Third Party Liability Insurance

14.1 The Carrier and/or its designated Operator shall, at their own expense, maintain in full force and effect during the charter operations the following minimum insurance coverages:

- Aircraft Third Party Liability Insurance and General Aviation Legal Liability Insurance
- Passenger, Baggage, and Crew Legal Liability
- War and Allied Perils Coverage (AVN52E / AVN48B or equivalent)
- Combined Single Limit (CSL): Not less than USD 750,000,000 per occurrence

14.2 The above insurance policy(ies) shall:

- a) Name the Charterer, its directors, officers, employees, and agents as Additional Insureds, except for claims resulting from their gross negligence or willful misconduct.
- b) Include cross-liability and severability of interests clauses.
- c) Acknowledge that the coverage will not be invalidated by the act or omission of any other insured party, provided the Additional Insured has not contributed to the breach.
- d) Confirm that the insurer accepts the Carrier's indemnity obligations under Article 13, to the extent covered by the policy.
- e) Provide worldwide coverage, subject to standard market exclusions.
- f) Include a minimum 30-day written notice for cancellation or material change, except for War and Allied Perils, for which a minimum 7-day notice (or shortest available period) shall apply.

14.2 Hull and Spares Insurance

The Operator (or the Carrier, if applicable) shall, at its own cost and expense, maintain in full force and effect during the charter operations period, Hull and Spares "All Risks" Insurance including, to the extent available, War and Allied Risks coverage.

This policy shall include a waiver of the insurers' rights of subrogation against the Charterer, its directors, officers, employees, agents, and subcontractors, except in cases of gross negligence or willful misconduct by the Charterer or its representatives.

14.3 Passenger, Baggage, Mail and Cargo Insurance

The Operator shall maintain in full force and effect, during the charter operations, insurance policies covering legal liability for passengers and their baggage, including to the extent available, War and Allied Perils in accordance with AVN52E and AVN48B clauses.

Such insurance shall include:

- a) Naming the Charterer, its directors, officers, employees, and agents as Additional Insureds, except in cases of gross negligence or willful misconduct by the Charterer or its representatives.
- b) Cross liability and severability of interests clauses.
- c) Primary coverage, non-contributory with any insurance carried by the Additional Insureds.
- d) Acknowledgment that the policy cannot be invalidated by actions or omissions of other parties, provided the Additional Insured has not contributed to the breach.
- e) Worldwide territorial scope, subject to reasonable standard exclusions.
- f) A minimum of thirty (30) days' prior written notice for cancellation or material alteration (seven [7] days in respect of War and Allied Perils).

15 Termination, Cancellation and Demurrage

15.1 Each party shall have the right to terminate this Agreement with immediate effect by written notice if the other party becomes insolvent, enters into liquidation, or undergoes any analogous financial event.

15.2 In the event of cancellation of the charter by the Charterer, the Carrier shall be entitled to the following cancellation fees, unless otherwise agreed in writing:

- 50% of the Charter Price, if cancelled after signing but more than 5 calendar days before the scheduled flight date,
- 75% of the Charter Price, if cancelled between 3 calendar days and 48 hours before scheduled departure,
- 100% of the Charter Price, if cancelled 48 hours or less before scheduled departure.

The cancellation fee shall become due on the date the cancellation is notified in writing.

15.3 If any delay in passenger boarding or departure is caused by the Charterer or its agents (e.g., late arrival, missing documentation, delayed payment), and exceeds a 3-hour grace period, the Carrier may charge delay penalties not exceeding 25% of the Charter Price per affected rotation, unless otherwise agreed.

15.4 This delay charge shall not apply in cases of proven force majeure. However, delays caused by passenger readiness, visa/document issues, or Charterer's internal coordination problems shall not be considered force majeure.

15.5 [**This clause is intentionally deleted.**]

16 Forfeiture and Time bar

16.1 All claims related to delays, cancellations, or loss of or damage to passenger baggage must be notified in writing within 7 days of the incident, and formal legal action must be initiated within two (2) years from the date of the flight or the date when the flight should have occurred.

16.2 Claims related to flight services (other than baggage) must be raised within 14 days of the relevant flight event. Failure to comply with these notice periods shall result in the forfeiture of the right to claim.

16.3 Sky Aviation, acting solely as a charter broker and not as the operating carrier, shall not be liable for claims arising from the conduct, operation, or performance of the flight by the aircraft operator. All such claims must be addressed directly to the operating carrier.

17 Severability

If any provision, term, or clause of this Agreement is held to be invalid, illegal, or unenforceable under any applicable law or regulation, such provision shall be deemed severed and shall not affect the validity, legality, or enforceability of the remaining provisions, which shall remain in full force and effect.

18 Actions in Tort

All defenses, limitations of liability, and indemnity provisions set forth in this Agreement shall apply to any claim or legal action brought against the Carrier or its agents, whether such claim is based in contract, tort, or any other legal theory, and whether it relates to flight delays, cancellations, baggage issues, or any other matter arising from the performance of this Agreement.

19 Place of Jurisdiction and governing Law

All disputes arising from or in connection with the interpretation or application of the provisions of this Agreement shall be governed exclusively by the laws of the Republic of Turkey.

The place of jurisdiction shall be Altunizade / Istanbul / Turkey.

However, the Carrier reserves the right to initiate legal proceedings against the Charterer in the courts of the Charterer's place of domicile or principal business, if deemed appropriate.

20 LEASE TERM AND UTILISATION

20.1 The Carrier agrees to operate the specified charter flights for the Charterer as outlined in the confirmed Flight Schedule, commencing from the designated Operational Base.

20.2 Any extension or modification of the charter period or flight schedule shall be subject to the mutual written agreement of both parties.

21 DELIVERY AND REDELIVERY

21.1 The Carrier shall operate the flights from the designated Operational Base as outlined in the Flight Schedule. Any positioning or repositioning flights required to commence the charter shall be coordinated by the Carrier and are included in the agreed Charter Price unless otherwise specified.

21.2 At the conclusion of the final charter rotation, the aircraft shall return to the Carrier's base unless agreed otherwise. Any deviations requested by the Charterer may incur additional repositioning costs, subject to prior written approval and cost confirmation.

21.3 The Charterer shall not bear any responsibility for fuel, aircraft condition, or technical status of the aircraft before or after the flight, other than for damages directly caused by the Charterer or its passengers during the charter operations.

22 AIRCREW

22.1 The Carrier shall provide all required licensed flight crew and technical personnel necessary to operate the charter flights in accordance with applicable aviation laws and the approved Flight Schedule.

22.2 All matters related to crew duty time, rest periods, and crew dispatch shall be regulated solely by the Carrier and in accordance with its Flight Operations Manual and the applicable Civil Aviation Authority regulations.

22.3 The Charterer shall not be responsible for the arrangement, scheduling, per diem, or accommodation of crew members, except where specifically agreed in writing for remote overnight stays beyond the standard scope of operations.

22.4 The Carrier retains full operational control of the aircraft and crew at all times throughout the duration of the charter service.

23 MAINTENANCE

23.1 The Carrier shall ensure that the aircraft remains in airworthy condition throughout the duration of the charter operation and shall perform all required maintenance in accordance with the applicable regulations of the State of Registry, EASA Part-145 standards, and manufacturer guidelines.

23.2 All maintenance, repairs, spare parts provisioning, and associated logistics shall be the sole responsibility of the Carrier and/or the contracted aircraft operator.

23.3 The Charterer shall not be held responsible for any technical delays, spare parts availability, or customs clearance issues related to aircraft maintenance, except for cases where the Charterer's own actions or omissions directly cause such issues.

23.4 Any delay due to technical reasons shall be handled in accordance with the operational terms defined in this Agreement. No penalties shall apply to the Charterer in such cases unless otherwise agreed in writing.

24 USE OF AIRCRAFT

24.1 The Carrier shall ensure that all charter flights are operated in compliance with the laws and lawful directives of the civil aviation and public authorities of the departure, transit, and arrival states.

24.2 The Charterer shall not be responsible for regulatory fines or penalties imposed on the Carrier, except where such penalties are caused directly by the actions or omissions of the Charterer or its passengers. In such cases, the Charterer agrees to indemnify the Carrier for any such fines, subject to valid proof and documentation.

24.3 The Charterer shall not sub-charter, assign, or transfer any rights or obligations under this Agreement to any third party without the prior written consent of the Carrier.

25 OPERATIONAL MATTERS

25.1 The Carrier shall ensure that all charter flights are operated in accordance with applicable civil aviation regulations, safety protocols, and the approved Flight Schedule.

25.2 The Charterer agrees not to use the chartered flight for any unlawful activity, nor request the transportation of passengers, baggage, or items prohibited under the laws of the departure, arrival, or transit countries.

25.3 The Carrier retains the right to refuse boarding or carriage of any passenger or item deemed unsafe, non-compliant, or prohibited under applicable aviation regulations, safety procedures, or internal policies.

25.4 The Charterer shall ensure that all passengers carry valid travel documents and comply with entry, visa, and customs regulations of the destination country. Any fines or penalties incurred due to non-compliance shall be borne by the Charterer.

25.5 The Carrier shall maintain all aircraft technical records and logbooks in accordance with applicable aviation authority requirements.

25.6 The Carrier's personnel, including aircrew, shall act under the operational authority of the Carrier and coordinate with the Charterer as needed for smooth execution of the flights.

25.7 Regulatory inspections conducted by civil aviation authorities shall be coordinated by the Carrier. The Charterer shall provide reasonable cooperation if presence or access is required during such inspections.

26 RENTALS AND OTHER PAYMENTS

26.1 All payments related to the charter flights, including the Security Deposit and individual flight payments, shall be made by the Charterer to the Carrier's designated bank account in accordance with the rates and terms specified in Annex 2.

26.2 Upon signing this Agreement, the Charterer shall pay a refundable Security Deposit equal to the price of one round-trip charter rotation. This deposit shall be held by the Carrier as financial security and will be deducted from the final charter payment, provided that all obligations under the Agreement have been fulfilled and no claim or breach has occurred.

26.3 The payment for each flight shall be received by the Carrier no later than seventy-two (72) hours prior to the scheduled departure time. If the payment is not received within this period, the Carrier reserves the right to suspend or cancel the corresponding flight without liability.

26.4 The Carrier shall not be obliged to operate any flight until the relevant payment has been received in full and in cleared funds.

26.5 The Security Deposit shall be refunded to the Charterer within fourteen (14) business days following the final completed flight, provided that there is no outstanding balance, damage, or contractual breach. For the avoidance of doubt, the refundability or forfeiture of the Security Deposit in cases of Force Majeure, sanctions, political restrictions, or other extraordinary events shall be governed exclusively by Article 11.5 of this Agreement.

26.6 All payments under this Agreement shall be made in United States Dollars (USD), in full and without any deduction, withholding, or set-off, to the bank account specified by the Carrier.

26.7 The Charterer acknowledges that Sky Aviation acts solely as a charter coordinator and shall not be held liable for any delays, cancellations, or service failures caused by the aircraft operator, technical defects, or crew-related issues beyond its direct control.

27 RESTRICTIONS

27.1 Obligation of Confidentiality

Each Party agrees to treat as confidential all non-public, proprietary, or commercially sensitive information received from the other Party during the term of this Agreement. Neither Party shall disclose such Confidential Information to any third party without the prior written consent of the disclosing Party, except where disclosure is required by law or necessary for fulfilling the purposes of this Agreement.

Each Party shall apply at least the same degree of care in protecting the Confidential Information as it uses to protect its own confidential and proprietary information.

27.2 Obligation of Non-Competition

Neither Party shall use any confidential or proprietary information obtained under this Agreement to directly or indirectly engage in or support any competitive activities, unless such use is subject to a separate written agreement signed by both Parties.

27.3 Non-Circumvention

The Charterer, including its officers, directors, agents, and affiliates, agrees not to directly or indirectly contact, deal with, or engage in business transactions with any third party introduced by the Carrier, for the purpose of avoiding the payment of any commission, fees, or agreed benefits, without prior written consent of the Carrier.

27.4 Non-Solicitation of Customers, Clients, and Employees

During the term of this Agreement and for one (1) year thereafter, neither Party shall, without written consent of the other:

- (a) solicit or induce any known client, customer, or partner of the other Party to shift business or services to themselves or to any competing business;
- (b) attempt to employ or contract any employee or agent of the other Party;
- (c) disparage or make any harmful or misleading statements about the other Party or its representatives;
- (d) contact or solicit any asset owner or aircraft provider introduced by the other Party without written approval.

27.5 Non-Defamation

Each Party agrees not to directly or indirectly make or publish any negative, misleading, or defamatory statements or implications—whether verbal, written, or digital—about the other Party, its services, reputation, personnel, or operations. This includes public forums, websites, media, and any other form of communication.

27.6 Remedies

Violation of this Article shall be considered a material breach of the Agreement. The non-breaching Party reserves the right to pursue legal remedies, including but not limited to claims for damages and injunctive relief.

28 FINES

28.1 In the event that either Party breaches any provision under Article 27 (Restrictions), including but not limited to confidentiality, non-circumvention, or non-solicitation, the breaching Party agrees to pay the non-breaching Party a contractual penalty in the amount of 250,000 USD for each instance of violation. This penalty shall be payable immediately upon notification of the breach and shall not limit the non-breaching Party's right to seek additional damages or injunctive relief.

28.2 After signing this Agreement, if the Charterer unilaterally cancels the flight commitment for any reason, or fails to make the required deposit payment within the agreed timeline, the Charterer agrees to pay a contractual penalty of 250,000 USD to the Carrier. This penalty shall apply regardless of whether the flights have commenced and shall not be considered a waiver of other rights available to the Carrier under this Agreement.

29 GOVERNING LAW AND JURISDICTION

29.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

29.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, breach or termination, shall be finally resolved by arbitration under the LCIA Arbitration Rules, which Rules are deemed to be incorporated by reference into this Article.

29.3 The seat of arbitration shall be London, United Kingdom.

29.4 The language of the arbitration shall be English.

29.5 The arbitral tribunal shall consist of three (3) arbitrators.

30 LIABILITY AND INDEMNITY

30.1 The Carrier shall indemnify, defend, and hold harmless the Charterer from and against any third-party claims, costs, demands, damages, or liabilities arising from injury, death, or damage to property (including the aircraft itself) caused by the Carrier's operation or maintenance of the aircraft, except where such loss arises from the gross negligence or willful misconduct of the Charterer.

30.2 The Charterer shall indemnify, defend, and hold harmless the Carrier from any claims, costs, demands, or liabilities brought by any passengers or other third parties for injury, death, delay, or damage to personal effects, baggage, or cargo during the course of the charter flight, except where such issues result from the gross negligence or willful misconduct of the Carrier.

30.3 Each Party shall be responsible for the safety and welfare of its own personnel and employees, and shall hold the other Party harmless from any injury, loss, or damage related to its own staff, unless caused by the gross negligence or willful misconduct of the other Party.

30.4 The Charterer shall be liable under the applicable international conventions (Warsaw or Montreal, as applicable) for any delay, loss, or damage to passengers, baggage, or cargo. The Carrier shall not be liable for such losses unless caused by its own proven gross negligence or intentional misconduct.

30.5 The Carrier shall be responsible for any injury, death, or third-party damage not covered under aviation convention limitations, provided that such events are directly related to the Carrier's actions and not caused by the Charterer.

30.6 The indemnities set forth in this Agreement shall remain in full force and effect notwithstanding the completion, expiration, or termination of the Agreement.

31 PASSENGER MANIFEST AND BAGGAGE HANDLING

31. Passenger Manifest and Baggage Handling

31.1 The Charterer shall provide the Carrier with a complete passenger manifest, including full names, nationalities, passport numbers, and special service requests (if any), at least 48 hours prior to each flight departure.

31.2 The Charterer shall ensure that all passengers possess valid travel documents and that they comply with the immigration, customs, and health regulations of both departure and destination countries.

31.3 The Charterer shall be responsible for ensuring that checked and cabin baggage of passengers complies with applicable aviation safety regulations and weight limits as defined by the Carrier and local authorities.

31.4 The Carrier reserves the right to refuse boarding to any passenger or baggage that poses a safety, legal, or operational risk.

31.5 The Charterer shall indemnify the Carrier against any fines, costs, or liabilities arising from non-compliance with the above obligations, including issues with visas, customs declarations, or passenger documentation.

32 EDT (Electronic Document Transmission) and Signing

32.1 The Parties agree that this Agreement and any related documentation may be executed, exchanged, and retained by electronic means (including PDF, scanned signatures, or electronic signing platforms such as DocuSign or Adobe Sign), and such documents shall be deemed valid, legally binding, and enforceable.

32.2 This clause is made in reference to the following standards and regulations:

- (a) The U.S. Electronic Signatures in Global and National Commerce Act (Public Law 106-229),
- (b) The UNCITRAL Model Law on Electronic Signatures (2001),
- (c) The United Nations Electronic Commerce Agreement (ECE/TRADE/257, Geneva, May 2000),
- (d) The EU General Data Protection Regulation (GDPR), as applicable.

32.3 Either Party may request a hard copy of any electronically signed or transmitted document. However, such request shall not delay or invalidate the performance of any obligations under this Agreement.

32.4 This clause shall apply equally to all annexes, addenda, schedules, and notices under this Agreement unless explicitly excluded in writing by both Parties.



[illegible]

Date:

ANNEX 2 - A FINANCIAL CONDITIONS

Parties agreed to operate with following conditions:

- | | |
|-------------------------------|---|
| 1.Security Deposit : | 250.000 USD |
| 2.Lease Period | 3 Charter Flight |
| 3.Minimum Guaranteed: | 3 Flight |
| 4.Charter Total Rate: | 610.000\$ |
| 5.Positioning/De-positioning: | Non |
| 6.Payment terms: | <p>6.1 Charter Rate The agreed charter total rate is USD 610,000 total flight (MSQ-BEN-MSQ), inclusive of standard operational costs unless otherwise specified.</p> <p>6.2 Security Deposit The Charterer shall pay a refundable security deposit equal to the value USD 250.000 upon signing the Agreement. This deposit serves as financial security for the operation and:</p> <p>Shall be deducted from the final invoice of the last completed rotation, provided that all contractual obligations have been fulfilled.</p> |

Shall be subject to forfeiture in cases defined under Section 6.3 of this Annex.

6.3 Refundability Conditions of the Security Deposit

The Security Deposit shall be non-refundable under the following conditions:

- a) If flights are cancelled or prevented from being operated due to war, terrorism, political instability, armed conflict, national security restrictions, international or domestic embargoes, sanctions, governmental or regulatory limitations, or other Force Majeure events, as governed exclusively by Article 11.5 of the Agreement.
- b) If the Charterer unilaterally cancels the charter within the cancellation penalty windows set forth in Article 15.2 of the Agreement.

The Security Deposit shall be refunded only if:

- i) The cancellation occurs before any operational activity begins; and
- ii) Such cancellation falls outside the penalty windows defined under Article 15.2 of the Agreement.

6.4 Payment Terms

Each flight must be fully prepaid no later than seventy-two (72) hours prior to the scheduled departure.

If payment is not received within this timeframe, the Carrier reserves the right to suspend or cancel the respective flight without liability.

LESSEE

By: _____

Title: _____

Date: ___.____.2026

LESSOR

**SKY YOLCU VE KARGO HAVA
TAŞIMACILIĞI TİC.A. Ş**

By:

Title:

Date:

ANNEX 2 - B FINANCIAL CONDITIONS

Parties agreed to operate with following conditions:

6. Payment terms:

6.5 Currency and Payment Method

All payments shall be made in United States Dollars (USD), in full, without any deduction, withholding, or set-off, to the Carrier's designated bank account specified in the Agreement.

6.6 Settlement or Refund of Deposit

If all flights are completed and no breach, claim, or damage has occurred:

The deposit shall be deducted from the final invoice; or

If no amount remains due, the deposit shall be refunded to the Charterer within fourteen (14) business days following the final completed rotation.

6.7 Additional Charges

Additional costs not included in the base charter rate shall be quoted and billed separately upon prior confirmation by the Charterer. These may include but are not limited to:

Fuel surcharges (if Jet A1 price increases >5%)

Special ground handling charges

Crew overnight costs

Slot overstay, airport parking, or demurrage

Any delay or penalty caused by Charterer's failure to comply with documentation or timing



LESSEE

By: _____

Title: _____

Date: ___. ___. 2026

LESSOR

**SKY YOLCU VE KARGO HAVA
TAŞIMACILIĞI TİC.A. Ş**

By:

Title:

Date:

ANNEX 3 DUTIES AND RESPONSIBILITIES

Applicable to Passenger Charter Operations

| GENERAL EXPENSE ITEM | Included in Contract | Customer Responsibility |
|--|----------------------|-------------------------|
| Hull Insurance, Third Party Liability (up to USD 750M) | X | |
| Passenger Liability Insurance (incl. baggage) | X | |
| Traffic Rights, Flight Permits, Diplomatic Clearance | X | |
| Aviation Fuel (up to \$2.70 per gallon) | X | |
| Fuel price above \$2.70/gallon | | X |
| Navigation Charges / Overflight Permits | X | |
| Landing, Lighting, Parking Fees | X | |
| De-icing & Anti-icing (if required) | | X |
| Passenger Boarding / Ramp Services | X | |
| GPU / ASU / Pushback | X | |
| Passenger Transport at Airport (if requested) | | X |
| Handling Agent at Destination | | X |
| Customs, Immigration, Airport Taxes (PAX) | | X |
| Crew Salary, Allowance, Insurance | X | |
| Crew Hotel Accommodation & Transport | X | |
| Crew Catering & Inflight Meals | X | |
| Passenger Catering (snacks, water) | X | |
| Aircraft Cleaning / Cabin Prep | X | |
| War Risk Premium (standard) | X | |
| Extra Insurance (if required) | | X |
| Permit Filing / Coordination Fees | X | |

(*)CARRIER WILL PAY UP TO \$2.70 PER GALLON. ANY DIFFERENCE ABOVE THAT PRICE SHALL BE COVERED BY CHARTERER.

ANNEX 3 DUTIES AND RESPONSIBILITIES

| Customer Contract for Charter Services | | | |
|---|---|--|---|
| From: | SKY YOLCU VE KARGO HAVA TAŞIMACILIĞI TİC.A. Ş, (SKY AVIATION) Altunizade Mah. Oymacı Sk. No:16/1 Üsküdar/İSTANBUL/ TURKEY | Contact: Phone: Email: | Sales +90 216 651 23 76 sales@skyaviation.aero |
| To: | <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> | Contact: Phone: Email: | <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> |
| Flight Schedule | Annex 1 | MAWB: | TBA |
| Routing: | Annex 1 | Commodity: | Kitchen Equipment (Subject to loadability) |
| Aircraft Type: | <div style="border-bottom: 1px solid black; height: 15px;"></div> | Pieces: | As ref PL (Subject to loadability) |
| Flight Number: | Flight number will be notified after payment. | Weight: | Up to 65 Ton (Subject to loadability) |
| Schedule (UTC): Subject to Traffic rights) | Annex 1 | Dimensions: | As ref PL (Subject to loadability) |
| Payment terms: | Via SWIFT | Cancellation terms: As specified in Article 15 | |
| Charter price: | Annex 2 | | |
| Currency: | USD | | |
| | | | |
| Accepted for and on behalf of: | | | |
| Customer | <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> TAX: | | SKY YOLCU VE KARGO HAVA TAŞIMACILIĞI TİC.A. Ş, |
| Name | <div style="border-bottom: 1px solid black; height: 15px;"></div> | Name | |
| Title | <div style="border-bottom: 1px solid black; height: 15px;"></div> | Title | |
| Signature | | Signature | |
| Date | ____.____.2026 | Date | |
| | | | |

