

Terms and Conditions for MAT21's Hybrid Flight Program

April 27, 2018



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The following Terms and Conditions apply to the *Hybrid Flight Program* charter operations conducted by MAT21, LLC, a Virginia corporation having an office in Gainesville, VA 20155, and doing business as MAT21, LLC (MAT21) and each and every charter customer (each a “*Client*”) who executes a charter quote with MAT21, except to the extent that the quote contains special terms and conditions that specifically replace those set forth below. This program falls under the auspices of and is in addition to **the Master Terms and Conditions for all Charter Agreements** for MAT21.

By subscribing to MAT21 LLC’s *Hybrid Flight Program* (HFP), you (“Member”) and MAT21 agree to the following terms and conditions (this “Agreement”) relating to the services provided in relation to Member’s subscription to HFP’s membership program. MAT21 may amend or modify this Agreement. Amendments and modifications to this Agreement will be effective upon MAT21’s publication of such amendments or modifications on its website. Member’s continued access or use of the Service after such posting constitutes Member’s consent to be bound by the amended or modified Agreement. MAT21 and Member are sometimes referred to herein collectively as “parties” and each a “party”.

1. MAT21’S Hybrid Flight Program

As one of the benefits of the membership program, MAT21, as Member’s agent, agrees to arrange air transportation services for Members to be provided by aircraft operators holding an air carrier certificate authorizing them to furnish air transportation services pursuant to Federal Aviation Regulations 14 C.F.R. Part 135 and 121 (“FAR Part 135/121”) (the “Program”). Member understands that MAT21 is not an aircraft operator and arranges private jet charter services solely as a manager of the Program and as Member’s agent. For clarification purposes, “Private Jet Charter,” “Aircraft Charter,” “Private Charter,” and “Charter,” refers to using, booking, arranging, or chartering an aircraft. All travel arrangements to include scheduling, location, and itineraries are set by MAT21 and the HFP according to the terms and conditions, restrictions

and limitations reflected herein. MAT21 may provide access to its software, including applications, websites, electronic social/commerce, marketplaces, and integrated communication tools, which form part of the Program, and are designed to enhance the user-experience, communications, service optimization, functionality and logistics of the Program (“Software”). Members can access and utilize such Program and Software only as stipulated and limited under the terms and conditions of this Agreement.

2. Hybrid Flight Program Services

In exchange for an initial deposit, monthly membership fee, and minimal flight fee MAT21 provides access to private 737 Executive Aircraft and/or 737 Airliners for predetermined international and national flights. **ALL FLIGHTS IN THIS PROGRAM ORIGINATE IN DULLES, VA.** MAT21 sets flight dates and itineraries in advance. Members reserve their flights through the MAT21 website.

MAT21 reserves the right to change, suspend, or terminate any of the Services or benefits at any time, including, without limitation, changes, suspension, or termination of any routes, types of aircraft used and/or operators that perform flights, and changes to (or imposition of new) fees or other charges for services or benefits. MAT21 may from time to time offer new routes, types of aircraft and other services or benefits, all of which are subject to change, suspension, or termination at any time and also are subject to additional fees or charges. Additional services include flight attendant and in-flight dining. Membership rates are subject to periodic adjustments.

3. Federal Aviation Regulation Part 135 Operations

All flights under this Agreement are operated by a FAR Part 135 or Part 121 air carrier (the “Operator”), who shall have exclusive direction, control and authority over initiating, conducting, or terminating flights (“Operational Control”). MAT21 is not a FAR Part 135 or 121 air carrier and does not provide air carrier services. The Operator performing the flight will be subject to,

among other things, flight time and duty time restrictions, and airport limitations that may preclude or limit operations to certain airports and other applicable regulations and requirements. Member understands and agrees that the Operator shall have absolute discretion in all matters, including, without limitation, the preparation of the aircraft for flight and the flight itself, the load carried and its distribution, the decision as to whether or not a flight will be performed, what route will be flown, and all matters relating to the operation of the aircraft. Member specifically agrees that the Operator shall have final and complete authority to cancel any flight for any reason or condition that in its sole and absolute judgment could compromise the safety of a flight and may take any other action that, in its opinion, is necessitated in consideration of safety. No such action of the Operator shall create or support any liability for loss, injury, damage or delay to Member. In addition, the Operator shall have the right to refuse boarding to any person: (a) who appears to be intoxicated or under the influence of any illicit or controlled substance; (b) who refuses to be subject to any reasonable checks of his or her person or baggage by the Operator, a security team contracted by MAT21, or by government or airport authorities; (c) whose condition, including apparent illness or incapacity, in the sole judgment of the Operator could involve hazard or risk to himself, herself or others; (d) who exhibits violent, aggressive, or otherwise inappropriate behavior towards other Members, passengers, or flight crew; or (e) who fails to provide proper identification.

4. Acceptance of Membership

Member agrees to provide all information requested by MAT21 through the forms provided online at www.flymat21.com in accordance with MAT21 policies and procedures. Acceptance of Members into the HFP and renewal of Member's Membership for an additional term is dependent upon successful completion of a background check. Acceptance is at the sole discretion of MAT21. Once all standards have been met, HFP members will be issued *Hybrid Flight Program* identification badges to be used during check-in and flight. Members are responsible for the

security of their badges and **MUST** promptly report a lost or stolen HFP identification badge to MAT21. Badges will be replaced for an additional fee.

If upon application, Member is refused admission to the HFP, MAT21 will refund the Membership Fee, if any was charged, and there shall be no further obligation owed by either party. MAT21 reserves the right to revoke Member's admission to the HFP at its sole discretion at any time during Member's Membership term by refunding prorated Member's Membership Fee paid to MAT21.

5. Membership Fee and Account

Member understands and agrees that he or she is obligated to pay a yearly Initial Deposit to activate his or her Membership, the amount of which will be determined by MAT21 from time to time and itemized on an invoice sent to Member (the "Initiation Fee"). If a Membership is cancelled or terminated for any reason, Member shall pay the Initiation Fee in addition to the prevailing annual membership fee in order to re-activate his or her Membership for any new term. The Initiation Fee or any portion of it is non-refundable.

In exchange for access to the Membership Services, Member agrees to pay a monthly Membership Fee during the entire Term (defined below) of this Agreement (the "Membership Fee"). The Membership Fee includes all applicable taxes. MAT21 reserves the right to increase the Membership Fee from time to time, which increases will apply to existing Members upon renewal of Membership for subsequent Terms. Member agrees to provide MAT21 a credit card and authorizes MAT21 to automatically charge the Membership Fee to the credit card on file. Members shall provide new or updated credit card information promptly following expiration of the credit card on file. The Membership Fee is an access fee for use of the Service, **is not a payment for air transportation**, and is non-refundable, except as specifically provided herein, even if Member fails to utilize the Program or the Services. The Membership Fee is not amortized over time and

not based on Member's ability to purchase or use the Service. Payment for air transportation is made for each flight booked at the time of booking.

6. Term

Unless otherwise specified on the invoice for the Membership Fee ("Membership Invoice") or terms of a valid promotional membership offer, the Membership term is for a period of twelve (12) months (the "Term"), commencing on the day Member paid the Initial Deposit and the Membership Fee in full and completed identification and credit card verification process (the "Effective Date"). MAT21 reserves the right to terminate and cancel Member's Membership at any time and for any reason, including if Member breaches any terms or conditions of this Agreement or other agreements incorporated herein by reference. Member understands and agrees that if the Membership is cancelled due to Member's breach of any terms or conditions of this Agreement or other agreements incorporated herein by reference, Member will lose all privileges, the Initiation Fee, Membership Fee, and forfeit accrued flight credits and any additional benefits that might be available to Member. MAT21 will not owe any further obligation to provide any Services, credits or benefits to Member. Except as expressly provided herein, Member agrees that he or she will not be entitled to a refund of the Membership Fee, the Initiation Fee, or any portion of the Membership Fee or Initiation Fee, and will hold MAT21 harmless for the loss of the Service, credits or any additional benefits.

7. Renewal & Termination

Unless MAT21 determines not to renew, the Membership Term will be conveniently renewed automatically and you agree to be charged the applicable deposit and monthly membership fee for the subsequent Membership Term(s) unless you provide MAT21 a written notice not to renew at least thirty (30) days prior to the expiration of any preceding term via email to cancellation@flyMAT21.com. If Member's credit card is declined, Member agrees to provide a different method of payment within three (3)

business days. If Member fails to provide a different method of payment, and the Membership Fee is due and outstanding longer than ten (10) business days, the Member's Membership will be cancelled, and Member will forfeit and lose the Initial Deposit and any other accrued benefits, including flight credits. Any outstanding charges shall remain due until paid in full.

8. Flight Reservations & Policy

Flight schedules are posted on MAT21's website. Members must reserve their seats and pay the flight fee. Reservations are only secured after payment is made. All flights are subject to availability and are based on a "first come, first serve" basis. HFP members are required to have their identification badges to check-in and take a flight. Failure to present it during check-in will result in cancellation of their reservation. Members without their identification badges will have to reschedule their flight.

9. Service Limitations

Services are subject to MAT21's Terms of Use, Copyright Policy, Charter Terms, and Public Charter Operator-Participant Agreements available on the website or upon request. By entering into this Agreement, Member agrees to all Terms and Conditions and such Terms and Conditions are incorporated by reference herein. MAT21 may amend or modify its Terms and Conditions from time to time. Amendments will be effective upon MAT21's publishing of such amended or modified Terms and Conditions on its website or the Application. Member's continued access or use of the Service after such posting constitutes Member's consent to be bound by the Terms and Conditions, as amended or modified.

Membership privileges are solely available to Member and cannot be lent, shared, transferred, leased or sold to any third party, except as specified in this Agreement or in a valid promotional offer. Members cannot invite guests to join them on flights nor can they lend their accounts to someone else to book flights or access the Service. This is a members' only program.

Any breach of this section may result in Member losing privileges and membership cancellation with no further obligation to Member or recourse by Member.

Member acknowledges that MAT21 is the manager of the Program and Service, and that the success of the Program and the ability to deliver the Service with high levels of customer satisfaction depends on cooperative membership. Member's good faith cooperation regarding booking, cancellations, notices, departure times, itinerary flexibility, communication, payments and documentation, and other aspects of arranging flights and other aspects of the Service is required. Any attempt to deliberately manipulate the Service or the Application by repeatedly placing and cancelling bookings or requests for flights, canceling requests and rebooking with slightly differing requirements, failing to authorize payment or pay for the Service as provided for herein, failing to maintain a valid credit card on-file that is usable for pre-authorization/reserve and payment/capture, or failing to communicate effectively and in a timely manner regarding all aspects of coordinating the delivery of the Service, or other such actions which, in MAT21's opinion, disrupts MAT21's ability to deliver the Service, notwithstanding anything contained herein to the contrary, will result in MAT21 having the authority to reject Member's trip requests without obligation and/or suspend or cancel Membership.

10. Non-reliance

EACH MEMBER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT AND IN THE TERMS AND CONDITIONS, IN EACH CASE AS AMENDED FROM TIME TO TIME: (A) NEITHER MAT21 NOR ANY OTHER PERSON ON MAT21'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH

ARE EXPRESSLY DISCLAIMED; AND (B) EACH MEMBER ACKNOWLEDGES AND AGREES THAT, IN DECIDING TO PURCHASE A MEMBERSHIP, HE, SHE, OR IT HAS NOT RELIED UPON ANY REPRESENTATION, WARRANTY OR DISCLOSURE MADE BY MAT21 OR ANY OTHER PERSON ON MAT21'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR IN THE TERMS AND CONDITIONS, IN EACH CASE AS AMENDED FROM TIME TO TIME.

11. Privacy of Member Data

MAT21 collects and utilizes Member information according to the Privacy Policy that is incorporated in full by this reference. MAT21 may use Member information to check the credit of Member in connection with its invoice collection efforts or to check the credit of Member and perform criminal and other background searches of Member in connection with evaluating whether to accept or continue Member's membership in the Membership Program.

12. Release to use picture & voice

Member authorizes MAT21, its subsidiaries, licensees, successors and assigns, to use Member's (1) picture, including photographic, motion picture, and electronic (video) images; and (2) voice, including sound and video recordings created while Member is utilizing the Services of MAT21. Member hereby grants MAT21, its subsidiaries, licensees, successors and assigns, the right to use, publish, and reproduce, for all purposes, Member's name, picture(s) of Member in film or electronic (video) form, silhouettes and other reproductions of Member's likeness, sound and video recordings of Member's voice, and printed and electronic copies of the information described above in any and all media including, without limitation, cable and broadcast television and Internet, and for exhibition, distribution, promotion, advertising, sale, press conferences, meetings, hearings, educational purposes, and in brochures and other print media. This permission extends to all languages, media, formats and markets now

known or hereafter devised whether in the United States or abroad. The permission shall continue forever. Member acknowledges and understands that he, she, or it may not enjoin any exploitation of the activities as described above.

Member further grants MAT21, its subsidiaries, licensees, successors and assigns all right, title, and interest in all finished pictures, negatives, reproductions, and copies of any original print, and further grants MAT21, its subsidiaries, licensees, successors and assigns the right to give, sell, transfer, and exhibit any print in copies or facsimiles thereof, for marketing, communications, or advertising purposes, as it deems fit in its sole discretion.

Member hereby waives the right to receive any payment for granting this release and waives the right to receive any payment for MAT21's, its subsidiaries, licensees, successors and assigns use of any of the material described above for any purpose authorized by this release. Member also waives any right to inspect or approve finished photographs, audio, video, multimedia, or advertising recordings and copy or printed matter or computer generated scanned image and other electronic media that may be used in conjunction therewith and further waives any right to approve the eventual use that it might be applied. Member acknowledges that he or she has read the foregoing and fully understands and agrees to the contents thereof.

13. Limitations of Liability

MAT21 does not own or operate any aircraft on which the flights are performed and does not carry any aviation insurance. Furthermore, all member benefits are provided and administered by the respective third parties that provide the services. MAT21 members acknowledge that member benefits services are provided by independent contractors and MAT21 has no responsibility for the performance of member benefits services. MAT21 neither supervises nor controls the actions of independent member benefits services providers, nor makes any representation either express or implied as to their suitability. Member further understands and agrees that MAT21 is not liable for any injury,

damage, loss, expense, special or consequential damages, or any other irregularity caused by the defect of any aircraft or conveyance, or the negligence of any company or person engaged in conveying the passenger, or carrying out the arrangements for Member's trip, or providing any member benefits, or by accident, delay, flight schedule, change, cancellation, sickness, weather, strikes, war, quarantine or any similar cause.

On behalf of themselves and their guests, Members understand and agree that MAT21's liability shall in any case be limited to the Membership Fee amount paid by Member to MAT21 for the preceding three years of Member's membership term.

MEMBERS, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE GUESTS (COLLECTIVELY, "MEMBER PARTIES"), AGREE TO ACCEPT THE PROCEEDS OF THE INSURANCE MAINTAINED BY OPERATOR OR A THIRD PARTY PROVIDER OF GOODS OR SERVICES AS THEIR SOLE RECOURSE AGAINST OPERATOR, MAT21 OR A THIRD PARTY PROVIDER OF GOODS OR SERVICES FOR ANY LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, INJURY, DEATH OR PROPERTY DAMAGE) TO ANY MEMBER PARTIES; PROVIDED HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY IN THE EVENT OF OPERATOR'S PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN ALL CASES AND UNDER ALL CIRCUMSTANCES, OPERATOR OR MAT21 SHALL NOT IN ANY EVENT BE LIABLE TO MEMBER PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, USE, VALUE, REVENUE, BUSINESS OPPORTUNITIES, AND THE LIKE, UNDER ANY CIRCUMSTANCES OR FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, ANY DELAY OR FAILURE TO FURNISH ANY AIRCRAFT CAUSED OR OCCASIONED BY THE PERFORMANCE OR

NON-PERFORMANCE OF ANY OBLIGATIONS OF OPERATOR (REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT OR TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY), EVEN IF ANY SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITIES OF SUCH DAMAGES.

14. Insurance

It is the sole responsibility of the aircraft operator or independent provider of goods or services to maintain liability insurance coverage. Member understands and agrees that MAT21 is not liable for any claims arising out of or in connection with the services of the aircraft operator, any of its partners and affiliates, or any third party provider of goods or services.

15. Governing Law

This Agreement and all the rights of the parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of Virginia without reference to the conflict of law principles of any jurisdiction.

16. Dispute Resolution

Any claim or dispute between the parties and/or against any agent, employee, successor, or assign of the other, whether related to this Agreement, any of the Terms and Conditions, or the relationship or rights or obligations contemplated herein, including the validity of this clause, shall be resolved exclusively by binding arbitration by the American Arbitration Association by a sole arbitrator under the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes then in effect, which are deemed to be incorporated herein by reference. The place of arbitration shall be Prince William County, Virginia. The existence and content of the arbitration proceedings and any rulings or award shall be kept confidential except: (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority, or (ii) with the written consent of all parties. Notwithstanding anything

to the contrary, either party may disclose matters relating to the arbitration or the arbitration proceedings where necessary for the preparation or presentation of a claim or defense in such arbitration.

Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between Member and MAT21 alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these terms and conditions and without waiving either party's right of appeal, if any portion of this "class action waiver and other restrictions" provision is deemed invalid or unenforceable, then the remaining portions of the arbitration provision shall remain in full force and effect.

17. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties. Member may not assign or transfer his or her rights or obligations without the prior written consent of MAT21, which may be withheld at its sole discretion and for any reason.

18. Construction

If any provision of this Agreement is 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 this Agreement shall otherwise remain in full force and effect.

19. Notice

MAT21 may give notice by means of a general notice through the Software, electronic mail to Member's email address on record, or by written communication sent to Member's address on

record. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing (if sent by first class mail) or twelve (12) hours after posting or sending it via email or other means of electronic transmission. Member may give notice to MAT21 (such notice shall be deemed given when received by MAT21) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class mail postage prepaid with delivery confirmation to MAT21 addressed to the attention of: Chief Executive Officer, with a copy to the Legal Department.

20. Miscellaneous

This Agreement together with the agreements and other documents 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 this Agreement. No provision of, right, power or privilege under this Agreement 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. This Agreement shall not be construed as creating a joint venture, partnership, or other form of association or cooperative arrangement between MAT21 and Member. No waiver by any party of any breach or default of any provision of this Agreement by the other party shall be effective as to any other breach or default.

21. Electronic Signatures

Each party agrees that the electronic signatures and acknowledgments, whether digital or encrypted, of the parties to this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such

record, including facsimile or e-mail electronic signatures. Member's access or use of the Service and the Application constitutes Member's agreement to be bound by all terms and provisions of this Agreement (including the agreements and other documents referenced herein and incorporated herein by reference) as amended or modified from time to time.