

Kyle Patel BitLux charter@bitluxtravel.com 3300 Airport Road, KBCT, Suite 203B Boca Raton, FL 33431, United States

Prepared for

Thomas Hofton

Quote 20438

DATE: 10/03/20

AIRCRAFT: Hawker 900XP







Itinerary (local time)

DATE	ETD / ETA	DEPART / ARRIVE	PAX	ETE	NM
10/04/20	12:00 AM 03:07 AM	Grozny, RU (URMG) - Grozny Oslo, NO (ENGM) - Oslo Gardermoen	2	4:07	1,602

4:07 1,602

Quote

Total: \$ 90,000.00



TERMS OF SERVICE

Charter Contract and Terms of Service

Parties - The two parties of this agreement are the "Client" and "BitLux Jet Services INC." (BitLux). Client - The Broker, Individual, Client or Entity requesting the charter service.

BitLux - The Private Jet Charter Brokerage Company providing the service.

- 1. This quote is aircraft specific only to size not type or tail number. BitLux reserves the right to substitute aircraft of similar or larger capacity at no additional expense to the Client. Client shall be notified of any such changes as soon as reasonably possible.
- 2. This quote is based upon aircraft and crew availability and is not confirmed until signed and payment secured.
- 3. Unless specifically requested, all BitLux flights are non-smoking. Pets are permitted on flights unless only with the prior approval of BitLux. Additional Pet fees / Pet cleaning fees may be billed after the flight. Passenger oxygen whether medical or otherwise is permitted on an as needed basis. Additional technical stops may be required for fuel, customs or other operational reasons.
- 4. This quote shall expire at 11:59 PM on the second day after its issuance or at 11:59 PM two days prior to the earliest flight date listed, whichever is sooner. A quote issued less than 48 hours prior to its first scheduled departure is subject to aircraft availability and may be withdrawn or modified without notice. Aircraft are not held on quotes.
- 5. Prices, unless otherwise stated, include landing fees and applicable domestic taxes. All international quotes unless stated otherwise on the front of the quotation include international fees. Unless otherwise stated, this quote does not include but is subject to modification for catering, ground transportation, if applicable, applicable segment fees, pet fees, unscheduled overnights, additional flight time due to diversion for weather or other reason beyond the control of BitLux, de-ice charges or hangar charges due to inclement weather, fuel surcharges, and other special services or requests including in-flight Wi-Fi and flight phone usage. The client is directly liable for additional fees incurred such as catering, ground transportation, Wi-Fi, deicing, cleaning fees, incidentals, or other.
- 6. BitLux may arrange for Catering or other concierge services for additional cost. Clients may arrange and pay for their own catering to be delivered to the aircraft subject to aircraft galley limitations. BitLux takes no responsibility for customer ordered catering.
- 7. Client acknowledges that BitLux is acting solely as a broker and is not a Part-135 air carrier and is not operating the flight(s). The Client authorizes BitLux to book on Client's behalf. The air charter suppliers have sole responsibility, liability and control of all aspects of the aircraft charter services provided to you, including without limitation, aircraft availability and pricing, the commencement and termination of scheduled flights, the operation, regulation condition and safety of the flight, passengers, baggage and cargo and other people and events associated with your air travel, such as crew performance and catering services.
- 8. BitLux will select FBOs at each airport on the itinerary. If Client requests a specific FBO, a surcharge may be added to this quote.
- 9. If Client is a broker, it is agreed by BitLux and Broker, that the Broker will be collecting and remitting any FET and segment fees, as applicable by law.
- 10. BitLux does not offer additional liability insurance. Liability insurance is provided by the operator on each trip.

Payment

Prepayment by wire or credit card is required at the time of acceptance of this quote by BitLux. If payment is by credit card, BitLux will charge an additional 4.5% to cover administration fees. Full payment by cash or credit card for any incidental charges is due immediately upon completion of the flight(s). If a credit card is to be used, dated copies of the front and reverse of the cardholder's driver's license and credit card are required along with a completed Credit Card Authorization form. In the event Client is eligible for a refund on charges originally processed on a credit card, the additional 4.5% charge will not be refunded.



Cancelation Policy

One-Way and Multi-Leg One-Way:

All one-way, multi-leg one-ways, empty leg, and holiday trip cancellation fees are 100%.

Round Trip and Multi-Leg Round Trip:

Round-trip and Multi-leg quotes canceled prior to 15 days ahead of the contracted departure date will be charged 20% cancellation penalty.

Round-trip and Multi-leg quotes canceled less than 15 days ahead of the contracted departure date will be charged a 50% cancellation penalty.

Round-trip and Multi-leg quotes canceled less than 96 hours prior to the contracted departure date will be charged 75% of the contracted quote amount.

Round-trip and Multi-leg quotes canceled less than 72 hours prior to the contracted departure date will be charged 100% of the contracted quote amount.

Holiday trips include all trips within 3 days of national and public holidays and all trips between November 18 and January 10.

Miscellaneous

State or National issued photo identification shall be required for all passengers on all flights. International flights shall require valid international travel documentation for all passengers. Client shall be responsible and indemnifies and holds BitLux harmless from any fines, penalties, cancellation penalties or other costs arising from incorrectly documented passengers or non-approval of passenger(s) against TSA no-fly lists. Minor children traveling and accompanied by only one parent or guardian may require authorization to travel signed by the non-traveling parent or guardian.

Itinerary changes may be permitted but are subject to aircraft and crew availability and price adjustments. Changes to the itinerary are subject to approval by BitLux at BitLux's sole discretion. In the event changes are not approved by BitLux and the flight is cancelled, all applicable cancellation charges will apply. Notification of changes and/or cancellations must be in writing and transmitted by email to charter@bitluxtravel.com. Departure times may be changed by BitLux, at its discretion, for operational reasons.

BitLux shall not be liable for any damage, loss, expense, including special, incidental and consequential damages, or other irregularity caused by the defect of any vehicle or conveyance, or the negligence of any other company or person engaged in conveying the passenger or carrying out the arrangements for any trip. Further, BitLux will not be liable for any accident, delay, flight schedule, change, sickness, weather, strikes, war, quarantine or any similar cause. BitLux is not liable for additional expenses incurred for replacement transportation in the case of mechanicals. In such cases our charges apply only on portions of the flight completed. If a flight does not reach its destination due to weather, charges apply to any destination reached and return flight of the aircraft and crew (with or without passengers) to home base. In the case of mechanicals, operator original charges apply only on the portions of the flight completed.

Normal baggage is one small carry-on per person traveling. Any extra baggage should be communicated in detail with size, weight and dimensions before booking to ensure that the aircraft can accommodate the baggage. Client will be responsible for all charges due to oversized or overweight baggage not communicated prior to booking, including shipping charges to destination.

BitLux must be notified at the time of booking if the passengers wish to transport a firearm or hazmat on board any BitLux aircraft. Firearms are allowed on board the aircraft so long as they are transported in accordance with FAA/TSA regulations. The passenger must bring an approved trigger lock for each handgun or other firearm and must provide the key to the trigger lock to a BitLux crew member. Passengers will not have access to the firearm until the completion of the flight. If the passenger wishes to carry the firearm while on board the aircraft, prior permission from the BitLux must be obtained. While traveling on an aircraft brokered by BitLux no hazardous materials are permitted in your luggage, on your person or brought with you while on board. Hazardous materials include but are not limited to: Explosives, Gases, Flammable Liquids and Solids, Oxidizers, Toxic and Infectious Materials, Radioactive Materials or Corrosives. If you are unsure if what you are carrying on board applies to one of these categories, you are better off leaving it out. Please go to the TSA website https://www.tsa.gov/travel/security-screening/prohibited-items, for prohibited items.

Client shall indemnify and hold harmless BitLux and its Affiliates, and all of their officers, directors, shareholders, members, employees, legal representatives, and other agents, successors and assigns (the "indemnified parties") from and against any and all liabilities, losses, damages, penalties, costs, (including reasonable attorney's fees) and expenses on account of any claims, suit, demand, proceeding, or anything of a similar nature made or brought against any of the indemnified parties as a result of Client's violation of this Agreement or as a result of the services performed hereunder to Client.



This quote, once accepted, shall constitute the entire agreement of the parties, may not be modified orally and shall only be modified in writing signed by BitLux and Client.

In the event of a dispute between BitLux and Client, the exclusive venue for any litigation shall be Boca Raton, Florida. This quote, once accepted, shall be governed by Florida law.

Safety of Operation

Client hereby acknowledges and agrees that the Carrier, the pilots and the other flight crew shall be solely responsible for all decisions regarding safety determinations with respect to the commencement, and termination of all flight segments and operation of the aircraft.

This flight is planned to be operated by:

(DBA):

Any changes to the operator that will be performing this trip will be relayed in writing by form of email to the client within 3 hours.

Force Majeure

The inability of BItLux or Carrier to commence or complete its obligations hereunder by the dates required due to causes beyond its reasonable control which shall have been timely communicated to the Client, including from delays caused by strikes, walkouts, insurrection, fires, floods, hurricane, freight embargoes, epidemics, quarantine restrictions, any law, act, order, proclamation, decree, regulation, ordinance or any other acts of any governmental or judicial authority, acts of God, acts of terrorists, war, emergencies, equipment failures, mechanical difficulties, shortages or unavailability of materials, unavailability of necessary utilities or commodities or other similar causes, shall extend the period for performance to a reasonable period after the delay has been remedied; provided, that, a party shall have no right to suspend its obligation to pay any amounts when and as the same are due.

Client's Responsibilities

Client assumes full responsibility and liability for its employees, agents, representatives and other invitees including their safety, schedule, baggage, cargo, business and personal activities and financial ramifications associated with the air reservations and travel arranged by BitLux and performed by the Carriers. Client agrees on behalf of itself and on behalf of its employees, agents, representatives, guests and passengers that it shall not engage in any act or possess any substance or allow cargo to contain any substance which may result in the seizure or forfeiture, or unsafe operation of the aircraft. If the Client's flight segments involve any destination or stop in a country other than the country of departure, the Warsaw Convention may apply and effect Client's rights and remedies including limiting Carrier's liability for death and personal injury and for loss of or damage to personal property.

Security Concerns

100% cancellation fee will apply in the event a flight is affected by security concerns caused by the Customer or Passengers.

14 CFR Part 295 Air Charter Broker Disclosures:

Disclosures that are available upon request are as follows:

If BitLux acting as customer's agent, any relationship with the carrier/operator that has a bearing on selection of the carrier to operate the flight. Any fees, if any, the client is responsible to paying to a third party. Non-itemized full pricing of the charter (listed on the first page of this agreement).

No Show Policy

A "no-show" will be charged the full amount of the charter flight. If the customer is 1 (one) hour late from scheduled departure time on the itinerary and has not notified the BitLux, it will be considered a "no-show" and BitLux reserves the right to depart and the no-show policy will be enforced. If the Customer notifies the BitLux within the 1 hour after the scheduled departure time to notify of a delay, BitLux may grant an additional extension of time, and that new departure time will be the new "scheduled" departure time. BitLux will make every effort to accommodate the new "scheduled" departure time but cannot guarantee completion of the flight due to crew duty or scheduling issues and cancellation charges and or crew travel/overtime charges may apply.



Responsibility:

BitLux shall not be liable for any injury, damage, loss, expense, indirect, special or consequential damages, or other irregularity caused by the defect of any vehicle or conveyance, or the negligence of any company or person engaged in conveying the passenger or carrying out the arrangements for your trip or by accident, delay, flight schedule, change, cancellation, sickness, weather, strikes, war, quarantine, or any similar cause. BitLux's liability shall in any case be limited to the amount paid to it, and any claim shall be adjudicated in and governed by the laws of state of Florida. The parties acknowledge that each party received reasonably equivalent value in exchange for the obligations incurred hereunder and both parties affirm and represent that they are not insolvent at the time of this transaction; the parties further represent that if either party should become insolvent, the insolvent party must provide written notice to the other party and that failure to provide such notice constitutes a continuing representation of solvency.

I hereby accept these terms and conditions for the Charter Quote listed here on and furthermore authorize BitLux Jet Services Inc., to charge the full amount of the above-referenced aircraft charter to my credit card whose number is listed below. I understand and agree to abide by the terms and conditions listed above, and as set forth by the credit card company.

Agreed to by (Print Name): Tommy Hofton	
Authorized Signature: Tony the (Oct 3, 2020 18:02 GMT+2)	Date: Oct 3, 2020
(Name Must Match Cardholder)	



Credit Card Authorization Form & Payment Information Form ALL BOOKINGS MUST HAVE A CREDIT CARD LISTED HERE

Cardholder Name: X		
_		
Card Number: X		
Expires: X	Security Code: X	
City: X	State: X	
	Method	of Payment:
Credit Card (4.5%	administration fee applies)	
Wire Transfer		
BitPay or Cryptoc	urrency (1% administration fee a	applies)
_ ACH		
have reviewed the itin		bound by the terms and conditions contained herein. I satisfactory and will pay the quoted amount plus any conditions.
Signed: Tony the (Oct 3, 2020	18:02 GMT+2)	
Date: Oct 3, 2020		

Bank Transfer Information

Beneficiary Name: BITLUX JET SERVICES INC.

Beneficiary Address: 21108 Via Eden, Boca Raton, FL 33433

Beneficiary Account Number: 898107166570

Domestic Wire: 026009593

Receiving Bank Routing Number (ACH): 063100277

Receiving Bank Name: Bank of America

Receiving Bank Address: 222 Broadway, New York, NY 10038

International Wire: 026009593 Swift Code: BOFAUS3N