



This Air Charter Brokerage Agreement (“Agreement”) is effective as of the day it is agreed to electronically as provided below by and between **Emkago World Company** a Wyoming limited liability Company located at 30 N Gould Street, Sheridan Wyoming 82801 (hereinafter referred to as Trade name (“Emkago Aviation’s Company ”) and the (person or entity)

_____ who electronically signifies their agreement as provided below (hereinafter referred to as “**Client**”).

1. By using the services provided by Emkago World Company, as agent for Client, Client agrees to be bound by the terms and conditions set forth below. Client acknowledges and agrees that the sale of air transportation, including the aircraft charter business and air charter brokerage business is regulated by certain national, international, state and local governmental laws and regulations and that such laws, regulations and best practices in the industry may change from time-to-time and, accordingly, Emkago World Company shall have the right to modify this Agreement at any time by providing written notice to Client, and such modifications to this Agreement shall be effective immediately upon Emkago World Company providing notice of the same to Client. By executing this Agreement, Client agrees to periodically review this Agreement and to be aware of such modifications to this Agreement. Accordingly, Client’s continued use of Emkago World Company services shall be deemed Client’s conclusive acceptance of any modifications to this Agreement.
2. Client desires that Emkago Aviation’s & Private Jet Charter acts as an agent for Client and arranges charter services between Client and one or more licensed air carriers (hereinafter referred to as “Carrier”) under applicable regulations of the United States Federal Aviation Administration (“FAA”) and Department of Transportation (“DOT”). For scheduled flights, once a Client has read and agreed to the terms herein and paid for a flight, Emkago World Company shall be authorized to purchase the flight from a carrier and this agreement shall be binding and remain in full force for each flight arranged by Emkago Aviation’s & Private Jet Charter. For charter flights, once a Client has confirmed a charter itinerary and price quote, Emkago World Company shall be authorized, as Client’s agent, to enter into a charter contract with Carrier. Flights will be operated in accordance with United States Federal Aviation Regulation (“FAR(s)”) Part 135 and Carrier will always have operational control of the aircraft. CLIENT ACKNOWLEDGES AND AGREES THAT Emkago World Company IS ONLY ACTING AS AN AGENT OF CLIENT FOR THE ARRANGEMENT OF THE CHARTER FLIGHTS DESCRIBED HEREIN. This Agreement shall be binding and remain in full force for each charter flight arranged by Emkago World Company until it is cancelled in writing by either party. This Agreement shall be supplemented for each specific charter flight by a separate “Charter Quote”, which will include the flight details, pricing, and other applicable information and payment confirmation.



3. Costs and Expenses: The Charter Quote for each specific trip shall set forth the charter price and any associated costs and expenses for each unique charter. Client shall be responsible for additional charges incurred by Emkago World Company in the provision of the services described in this Agreement and Client may be billed separately for the same or such costs and expenses may be added to the Charter Quote pricing (if known at the time the Charter Quote is executed); such additional costs and expenses shall include, without limitation, catering costs, ground transportation costs, flight phone costs, de-icing costs, fuel surcharges, crew expenses, air space navigation fees, weather service fees, international fees and such other costs and expenses as are incidental to charter services. Client further agrees that it shall be 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 federal, state, county, local, foreign or other governmental authority as a result of the flights and services provided in connection with this Agreement (“Taxes”). In the event government authorities increase these taxes and fees and charges, you may be required to pay any increased amounts not already collected. Client shall defend, indemnify and hold Emkago World Company harmless against any such Taxes, which are the obligation of Client hereunder. The obligations of Client under this Section shall survive the termination of this Agreement.

Payment: The payment for each charter flight shall be due upon confirmation by Client of a specific charter itinerary and price quote; payments must be received by Emkago World Company in order to enter into charter contract with Carrier on Client’s behalf, as Emkago Aviation’s & Private Jet Charter cannot guarantee the availability of the agreed upon aircraft until payment has been provided the Carrier. At the discretion of Emkago World Company credit cards Will NOT BE ACCEPTED for payment of charges and such payments of charges. Emkago Aviations use a two party Escrow Company called www.Payfunds.com. The contact Payfunds.com and send payment to them for the travel trip. Payments Excepted is Wire, ACH and Cheques. This will open a two party Escrow between Client and Emkago Aviation's for clients Private Jet Charter. Upon confirmation that payment is available at Payfunds.com, Emkago Aviation's will confirm the itinerary and booking of the flight with client and Private Jet Carrier. all of which shall be listed in the Charter Quote for each specific flight.

4. Operation: Carrier and the captain of the aircraft are authorized to take all necessary measures to ensure safety. He/she/it shall have full authority and complete discretion as to whether there shall be any deviation from the specified route and where alternate and/or immediate landings shall be made. Such determinations shall be binding upon Client and all passengers. Emkago Aviation’s & Private Jet Charter does not control operations of Carrier, which under applicable FARs are the sole responsibility of Carrier, and Emkago World Company is not liable for the operation, action and undertakings of Carrier. Prior to departure Emkago World Company will clearly communicate to its customer(s) who is in operational control of the flight(s) and any changes in operational control that it knows of.
5. Liability for Damages: Client agrees that neither it nor its guests shall engage in any activities or allow any substances or articles aboard the aircraft that may result in or cause seizure or forfeiture of the aircraft or unsafe operation of the Aircraft. Client shall be held liable for any and all damages to the aircraft and property of Carrier,



whether by seizure, forfeiture, or other property damage, which was caused by Client or Client's guests.

6. Refusal To Transport: Client understands that Emkago World Company or Carrier may, in their sole discretion, refuse to transport or may remove from an aircraft at any point any passenger for one or several reasons, including but not limited to:
 - Failure by the passenger to comply with the rules of this Air Charter Brokerage Agreement.
 - Conduct of the passenger that in the judgment of Emkago World Company or the carrier is or is known to be disorderly, abusive, threatening, or violent or otherwise inimical to the comfort of other passengers or to safety of the flight.
 - Appearance by the passenger that he/she is intoxicated or under the influence of drugs to a degree that refusal or removal may be necessary for the comfort and safety of the passenger, other passengers, or the flight crew.

The transportation cost of any Passenger refused passage or removed enroute under the provisions of this paragraph will be refunded in accordance with Paragraph 10 below. Such a refund shall be the sole recourse of any passenger refused passage or removed enroute. UNDER NO CIRCUMSTANCES WILL Emkago World Company BE LIABLE TO ANY SUCH PASSENGER FOR ANY TYPE OF INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

7. Limitation of Liability: Emkago Aviation's & Private Jet Charter shall not be held liable for loss, injury, damage, delay or cancellation caused by or resulting from any act of God, economic or political sanctions, quarantine, failure or refusal on the part of any governmental agency to grant or issue approvals, clearance, permits or operating authority, rights or civil commotion, military emergency, war or war hazards, fuel shortages, weather conditions, mechanical breakdown, strikes or labor problems, or occurrences of similar or dissimilar nature which through no fault of Emkago World Company shall prevent, delay or interrupt the furnishing or operation or performance of such transportation. In the event of any such occurrence, Emkago World Company will use commercially reasonable efforts to provide other aircraft to meet Client's flight needs. Emkago Aviation's & Private Jet Charter shall not be responsible or liable for the transportation of passengers who fail to report at the specified Fixed Based Operator (FBO) or other place, at the departure time of the flight, or who are, through no fault of Emkago World Company, not aboard at the time of departure.

If one or more members of one group fail to so report or board, Carrier may depart as scheduled and Carrier and/or Emkago Aviation's & Private Jet Charter shall in no way be responsible for or to Client or such individual for any damages and Emkago World Company shall be deemed to have completed its contractual obligation to Client.

Emkago World Company 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) MATTER BEYOND ITS REASONABLE CONTROL. Emkago World Company shall not have, nor assume any responsibility or



liability to Client for activities performed by Carrier. Carrier 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 Carrier, including, without limitation, all personal injuries, property damage or death. Emkago World Company is not responsible for any wrongful, or negligent act or omission by Carrier 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. Client agrees that Client shall indemnify, defend, and hold harmless Emkago Aviation's & Private Jet Charter and Emkago Aviation's & Private Jet Charter's officers, directors, agents and employees, and each of them (collectively the "Indemnitee(s)") from and against all claims, suits, actions, judgments, fines, penalties, damages, losses and liabilities, including, but not limited to third party claims and reasonable attorneys' fees, costs of litigation, and other expenses relating thereto, including the cost of establishing the right of indemnification under this Agreement, which arise out of or are in connection with activities associated with this Agreement, which are made, asserted, assessed, or accrued against any Indemnitee by reason of injury or death to any person or the loss or damage to any real or personal property. The foregoing indemnities shall not apply to the extent of any gross negligence or willful misconduct of any Indemnitee.

8. Regulations: This Agreement is subject to all 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.
 9. Identification: Client is responsible for understanding, and for informing all other passengers for whom Client may have arranged transportation, that prior to boarding the aircraft they must show at least one form of valid state/government issued photo identification to Carrier for domestic flights. Client and such other passengers must show carrier a valid passport for any international flights (including Canada and Mexico) and visas when required. Emkago Aviation's & Private Jet Charter is not liable for Carrier's reasonable refusal to allow any passengers to board the aircraft who fails to provide appropriate identification.
 10. Cancellation: In the event that, Client cancels any agreed upon flight in connection with this Agreement, Client and Emkago World Company agree that the cancellation amount stated below shall be retained by Emkago World Company. All flight cancellations will in addition be subject to Carrier's flight cancellation policies and Client will be responsible for any cancellation or missed flight costs and expenses, including any fees associated therewith.
- All requests for services are subject to acceptance by Emkago World Company. Emkago Aviation's & Private Jet Charter hereby expressly reserves the right to accept or reject any reservation requests for any reason, or for no reason, whatsoever. Your Charter Quote will be delivered by email from Emkago Aviation's & Private Jet Charter providing the estimated price quote and specifying the date(s) and departure time of travel, flight segments arranged on your behalf, aircraft type and other requests specified by you when requesting your flight. At the time of purchase, by purchasing flight(s), you agree to Terms & Conditions of the Air Service Agreement.
 - Client understands and acknowledges that the cancellation of any Reservation or portion thereof greater than four days ahead of the scheduled departure date will result



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in a full refund of the quoted price of the canceled portion of the reservation trip. Cancellation of any Reservation or portion thereof within four days of the scheduled departure date of the scheduled domestic trip will result in a cancellation charge (or forfeiture, if already paid) of 100% of the quoted price for the trip. Client acknowledges that a “no show” will be considered a cancellation and the client will be charged 100% of the cost of the trip. Other types of cancellation charges may include, but are not limited to: costs incurred as a result of partial completion of itinerary, including but not limited to return of aircraft to its base, plus the greater of: (i) costs incurred for specifically positioning and repositioning an aircraft and flight crew in preparation for the cancelled trip, (ii) flight charges equivalent to two hours of operation for each day of the cancelled itinerary, or (iii) any fees incurred by Emkago Aviation’s & Private Jet Charter as a result of the client’s cancellation. Emkago World Company reserves the right to change the terms of its cancellation policy at any time. Any cancellation of any confirmed Charter Itinerary or portion thereof may be subject to the terms and conditions of the specific air carrier selected. Emkago World Company assumes no responsibility for the disposition or cancellation of any reservation, either by Client or air carrier. If there is a mechanical difficulty or if the contracted aircraft is no longer available, Emkago Aviation’s & Private Jet Charter shall use its best efforts to provide a substitute aircraft within the same category and reserves the right to do so without additional authorization from you provided there is no increase.

11. **PRICE QUOTES:** The cost estimate provided to Client for each specific Charter Quote, is subject to the following: Domestic and international flights may be subject to the federal excise tax and federal departure tax, respectively. Emkago World Company will add the applicable tax, using the current rate, to each charter invoice, and Client will pay such amounts. Client understands that the cost estimate provided by Emkago Aviation’s & Private Jet Charter will include estimates for certain cost items. Client will pay the actual amount of applicable taxes, flight fees, fuel surcharges, over-flight permits, landing charges, catering costs; ground transportation, flight phone, WI-FI, Flight Phone, customs fees, crew trip expenses, and similar out-of-pocket expenses relating to the services provided should these amounts differ from the original cost estimate. **PLEASE NOTE THAT DE-ICING COST IS NOT INCLUDED IN THE QUOTE AND CAN VARY DEPENDING ON CONDITIONS AND SIZE OF AIRCRAFT. THE DE-ICING CHARGES WILL BE BILLED ACCORDINGLY AFTER THE TRIP IS COMPLETED.** If a deviation from the original itinerary is requested by Client and agreed to by Emkago Aviation’s & Private Jet Charter, or if any such deviation is caused or necessitated by Client’s actions, then the amount owed by Client to Emkago Aviation’s & Private Jet Charter may differ from the original cost.
12. **Exclusions or Omissions:** Emkago World Company will be indemnified and held harmless by Client for any misrepresentations presented by the Carrier, on Emkago Aviation’s & Private Jet Charter website or otherwise. Any exclusions or omissions either express or implied are not the responsibility of Emkago Aviation’s & Private Jet Charter.
13. **Termination of Agreement:** Emkago Aviation’s & Private Jet Charter and Client agree that either party may terminate this Agreement at any time with written notice. Client is obligated to pay all amounts due to Emkago Aviation’s & Private Jet Charter for services provided before this Agreement shall be terminated.



14. Binding Effect/Miscellaneous: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, but neither this Agreement nor any duty or right hereunder (except the right to receive moneys which are due hereunder) shall be voluntarily assigned by any party without the written consent of the other party, which consent shall not be unreasonably withheld. If any provision of this Agreement is invalid, void or unenforceable, the remainder of this Agreement shall remain in full force.

All communications, directions, approvals, instructions, requests and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given or made when delivered personally or transmitted electronically by e-mail or facsimile, receipt acknowledged, in each case in accordance with the contact information exchanged between Emkago World Company and Client. In the event it becomes necessary to enforce the terms of this Agreement by litigation or otherwise, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs, including any such fees or costs arising from subsequent appeals and efforts to execute on any judgment.

15. Disclosures: Emkago World Company ACTS AS AN AGENT OF ITS CLIENTS AND SERVES ON THEIR BEHALF TO ARRANGE SCHEDULED AND CHARTER FLIGHTS. EMKAGO AVIATION'S & PRIVATE JET CHARTER DOES NOT OWN OR OPERATE AIRCRAFT AND IS NOT A DIRECT OR INDIRECT AIR CARRIER. ALL SCHEDULED AND CHARTER FLIGHT ARRANGED BY EMKAGO AVIATION'S & PRIVATE JET CHARTER ARE OPERATED BY THIRD PARTY FAA CERTIFIED PART 135 AIR CARRIERS. THE PART 135 CARRIER(S) OPERATING THE FLIGHTS UNDER THIS AGREEMENT EXERCISES FULL OPERATIONAL CONTROL OF THE AIRCRAFT AT ALL TIMES. CARRIERS PROVIDING SERVICE UNDER THIS AGREEMENT MEET DOT AND FAA REQUIREMENTS FOR COMMERCIAL AIR TRANSPORTATION OF RETAIL PASSENGERS.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming without regard to its conflict of law principles. Each party hereby consents to the nonexclusive jurisdiction and venue of the state and federal courts serving State Wyoming.

Client accepts the terms of the Air Charter Brokerage Agreement by purchasing flight at Check-out.

I have read and understand the terms and conditions stated herein; upon acceptance this document becomes a legal and binding contract and I hereby accept these Aircraft Charter Quote Terms and Conditions for the charter referenced herein. Any modification to this contract must be agreed to by Air Services in writing.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed, delivered and effective as of the date written below.

Emkago World Company:
By: _____ Print: _____ Title: _____

CLIENT:
By: _____



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Print: _____ Company: _____
Title: _____ Date: _____
Address: _____
Email: _____
Tel: _____ Fax: _____