

Operator-Participant Agreement

This Operator-Participant Agreement (“Agreement”) sets forth the terms and conditions under which V-Stream Aviation, , in return for payment in the amount indicated as the charter price, agrees to provide you and your guests (each, a “Participant(s)”) with charter air transportation (“Charter”).

1. **Charter Operator:** The Charter Operator contact information is as follows:

V-Stream Aviation
Eldad@v-streamaviation.com

2. **Air Carriers and Aircraft:** Pegasus Elite Aviation is a direct air carrier certified by the Federal Aviation Administration to perform flights pursuant to 14 CFR Parts 135 (“Carrier”). The type and capacity of the aircraft is as stated in this Agreement.
3. **Flight Schedule:**
 - a. Route: Aspen - Miami (Opa Locka Executive Airport) .
 - b. Date: March 26th
 - c. Type: One Way
 - d. Aspen to Miami: the 26th Departure time: 07:00 am local
 - e. Aircraft: G4 - Aircraft Tail: N619A
 - f. Rating: Argus Platinum
 - g. Pilots: Two pilots are confirmed
 - h. In case of flight changes: If impossible to land in Aspen. V-stream will land in the closest airport available and will shuttle passenger
 - i. One way cost: \$3,000 per seat *All costs are final. All fees and taxes included
4. **Reservations and Payment:** Full payment and acceptance of this Agreement are required to secure tickets. All payment should be wired to V-Stream Aviation escrow account at:

WIRE INFORMATION

Beneficiary Account Name: V Stream Aviation Escrow Account

Account Number: 771389191

Beneficiary Address: 3460 W 7th St 306. Los Angeles CA 90005

ABA/Routing Number: 021000021

SWIFT Code: CHASUS33 (For International)

Receiving Bank Name: CHASE

Receiving Bank Address: 5445-Hollywood Blvd. Suite D Los Angeles. CA 90027

V-STREAM AVIATION utilizes all aircraft from operating partner licensed by the FAA and International licensing.

5. Itinerary Changes and Cancellations:

- a. Written Cancellation must be sent to V-STREAM AVIATION using email: eldad@v-streamaviation.com, **cancellation policy is as follow:**
 - i. 100+ hours in advance of first scheduled departure. No Charge
 - ii. 72-96 hours in advance of first scheduled departure. 25%
 - iii. 48-72 hours in advance of first scheduled departure. 50%
 - iv. 24-48 hours in advance of first scheduled departure. 75%
 - v. 24 hours in advance of first scheduled departure. Domestic: 100%
 - vi. ****ALL ONE WAY QUOTES AND ITINERARIES ARE SUBJECT TO A 100% NON-REFUNDABLE CANCELLATION FEE.****
6. **Name Changes:** V-Stream Aviation, does not permit name changes.
7. **Major Changes:** If V-Stream Aviation, makes a Major Change (as defined by 14 CFR Part 380) prior to departure, Participant has the right to cancel and receive a full refund of the amount paid. The following are a "Major Change": (1) a change in the origin or destination city, unless the change affects only the order in which cities named in the itinerary are visited; (2) a change in the departure or return date unless the change results from a flight delay experienced by the Carrier (if, however, the delay is greater than 48 hours, it will be considered a Major Change); or (3) a price increase to the Participant that occurs 10 or more days before departure and results in an aggregate price increase of more than 10 percent. If a major change must be made in the Charter, V-Stream Aviation, will notify Participant within seven (7) days after first learning of the change, but in any event at least ten (10) days prior to the scheduled departure. If less than ten (10) days before the scheduled departure, V-Stream Aviation, becomes aware that a major change must be made, V-Stream Aviation, will notify Participant as soon as possible. **WITHIN SEVEN (7) DAYS AFTER RECEIVING NOTIFICATION OF A MAJOR CHANGE, BUT IN NO EVENT LATER THAN DEPARTURE, PARTICIPANT MAY CANCEL PARTICIPANT'S RESERVATION AND PARTICIPANT WILL RECEIVE A FULL REFUND OF THE TICKET PRICE WITHIN FOURTEEN (14) DAYS AFTER CANCELING. IF A MAJOR CHANGE OCCURS AFTER THE DEPARTURE OF THE CHARTER WHICH PARTICIPANT IS UNWILLING TO ACCEPT, V-Stream Aviation, WILL REFUND, WITHIN FOURTEEN (14) DAYS AFTER YOUR SCHEDULED RETURN DATE, THAT PORTION OF PARTICIPANT'S TICKET PRICE WHICH APPLIES TO THE SERVICES NOT ACCEPTED. IF V-Stream Aviation, MUST CANCEL THE CHARTER, WE WILL NOTIFY PARTICIPANT IN WRITING WITHIN SEVEN (7) DAYS OF THE CANCELLATION, BUT IN NO EVENT LATER THAN TEN (10) DAYS BEFORE THE SCHEDULED DEPARTURE DATE. V-Stream Aviation, HAS NO RIGHT TO CANCEL THE CHARTER LESS THAN TEN (10) DAYS BEFORE THE SCHEDULED DEPARTURE DATE EXCEPT FOR CIRCUMSTANCES THAT MAKE IT PHYSICALLY IMPOSSIBLE TO PERFORM THE CHARTER. IF THAT OCCURS, V-Stream Aviation, WILL NOTIFY PARTICIPANT AS SOON AS POSSIBLE, BUT NO LATER THAN THE SCHEDULED DEPARTURE DATE. IF V-Stream Aviation, CANCELS THE CHARTER, IT WILL MAKE A FULL**

REFUND OF THE TICKET PRICE TO PARTICIPANT WITHIN FOURTEEN (14) DAYS AFTER CANCELLATION. Participant must provide V-Stream Aviation, with sufficient contact information to receive notices of a Major Change. Requests for refunds should be sent to Eldad@v-streamaviation.com if you booked directly or your third party provider if you booked through a third party.

8. **Baggage:** Participant may only bring baggage in accordance with the policy of the Carrier. Charter Operator shall have no liability for lost, damaged, or delayed baggage and its contents.
9. **Airport Check-In:** All Participants and all checked baggage must be checked in with the Carrier no later than 30 minutes prior to the scheduled departure time.
10. **Responsibility: V-Stream Aviation, IS THE PRINCIPAL AND IS RESPONSIBLE TO PARTICIPANT FOR PROVIDING PUBLIC CHARTER AIR TRANSPORTATION SERVICES.** Neither V-Stream Aviation, , its agents, servants, employees, nor Participant's travel agent assumes responsibility, unless negligent, for any claim, action, cause of action, injuries, losses or damages arising from the third-party supplier of services in connection with the charter, including but not limited to reservations; missed connections; costs or expenses arising out of personal injury, accident or death; quarantine; disturbances; government restrictions or regulations; damage, loss, theft or delay of baggage or other property; inconveniences; loss of enjoyment; loss of pay; disappointment; mechanical breakdown; government action; strike; lockouts; war terrorism; weather; acts of God; force majeure; or other factors or causes beyond its control.
11. **Customer Service:** All customer service shall be provided by the Charter Operator or its agent. Please contact Eldad@v-streamaviation.com to discuss any questions with a customer service representative.
12. **Relationship with Imperium Jets:** Imperium jets act as an “agent of” V-Stream aviation, Imperium jets act as a marketing company receiving all its information and marketing guidelines from V-Stream aviation including flight inventory and flights details. Imperium Jets has no responsibility on the flight nor its acting as a part 380 charter operator. All Flights will be, at all times, under the operational responsibility of the Charter Operator (V-stream Aviation), and the Charter Operator (V-stream Aviation) will be responsible for all payments, schedule, claims, damages, losses etc; by accepting this agreement the Participants / passengers / travel sellers / travel agencies are removing any and all responsibility or claims against Imperium jets or its members.
13. **Travel Documents:** "Participant" is responsible to determine and obtain proper travel documentation such as visas, passports and notarized authorizations. For more information on U.S. entry requirements, please visit www.travel.state.gov or

www.dhs.gov. Please consult the Consulate of "Participant's" International Destination for further information on their entry requirements. For all destinations, infants and children traveling without both parents must have a notarized letter from the parent(s) not traveling, a death certificate or the original court document specifying sole custody. No refunds will be made if improper documentation results in denied boarding or entry. All Participants and their guests must have a valid (unexpired) government issued photo ID. For all V-Stream Aviation, Flights a valid (unexpired) government issued photo ID such as a passport or state issued driver's license is mandatory for all persons 18 years of age or older. **WITHOUT THIS IDENTIFICATION, YOU WILL BE DENIED BOARDING AND WILL NOT BE GIVEN A RETURN.**

14. **Rules and Additional Terms:** Participant shall abide by the following rules as well as any rules or requirements of the Carrier:

- a. **Unaccompanied Minors:** Unaccompanied minors may be transported by Carrier at the discretion of Carrier. Such carriage shall be coordinated by the Participant with Carrier prior to booking.
- b. **Inspection of Participants and Baggage:** Inspection of Participant(s) and their baggage tendered for transportation either as checked baggage or personal items carried on board the aircraft is subject to inspection for security and safety reasons. Participants and their baggage are subject to inspection with or without the Participant's consent or knowledge. Carrier will not transport/fly any hazardous materials or dangerous goods.
- c. **Personal Items Onboard the Aircraft:** Participant may carry a small personal item such as a purse, briefcase, laptop computer case, small backpack, or a small camera. The personal item must fit in the overhead bin or under a Participant seat. On any given flight, V-Stream Aviation, or the Carrier reserves the right to further restrict the number of carry-on items as circumstances may require. These items are the sole responsibility of the Participant. V-Stream Aviation, is not responsible for lost or stolen personal items. Mobility and other Assistive Devices upon which a Qualified Individual with a disability is dependent may be carried in addition to the one personal item allowance. V-Stream Aviation, or Carrier will refuse baggage articles or items that, for whatever reason, might create a risk of harm to the aircraft, its crew or its Participants.
- d. **Checked Baggage General:** Subject to the restrictions set forth below, V-Stream Aviation, will check the baggage of a fare-paying Participant for the flight on which the Participant is traveling. Participant may not check baggage for transportation on any flight other than the flight on which the Participant is traveling. V-Stream Aviation, will not check baggage to a destination other than the final destination on the Participant's reservation.
- e. **Firearms:** Carrier may refuse to accept for transportation any firearms and ammunition.

- f. Hazardous Materials:** Federal law prohibits carriage of hazardous materials aboard aircraft in your baggage or on your person. Items listed include fireworks: signal flares, firecrackers, sparklers or any other explosive; flammable liquids or solids: fuel paint, solvents, lighter fluids, or matches; compressed gases: spray cans, butane fuel, scuba tanks propane tanks, oxygen bottles or self-inflating rafts; weapons: loaded and unloaded firearms, ammunitions, gunpowder, mace, tear gas or pepper spray; other hazardous materials: dry ice, gasoline powered tools, camping equipment with fuel, wet cell batteries, oxidizers, corrosives, radioactive materials including radio-pharmaceuticals, poisons or infectious substances. Self-heating meals will be accepted within personal item or checked baggage; however, activation and use of self-heating meals will be prohibited onboard the aircraft. Two-wheel electric boards, hoverboards, gliders, electric unicycles, or intelligent scooters of any type which use lithium or lithium ion batteries are not accepted. You must declare your hazardous materials to the crew or air Carrier representatives immediately. A violation of Federal Hazardous Materials Regulations (49 CFR Parts 171-180) can result in five years imprisonment and penalties of \$250,000 or more (49 U.S.C 5124).
- g. Baggage Liability Limitation.** V-Stream Aviation, will assume no liability or responsibility for property of Participant of its guests. Baggage will be subject to the same restrictions and liability limits regardless of where it is cleared. V-Stream Aviation, shall not be liable for loss or damage to items including but not limited to baggage wheels, pockets, pull handles, handles, zippers, hanger hooks, external locks, pull straps or security straps resulting from fair wear and tear or the ordinary handling of baggage. Further, V-Stream Aviation, shall not be liable for loss, damage or delay caused by manufacturer's defect, by over packed baggage, or as a result of the inherent defect or quality of the baggage.
- h. Limitation of Liability.** V-Stream Aviation, , unless negligent, is not responsible for personal injury or property damage cause by the Carrier or any other supplier of services in connection with this Agreement. Under no circumstances shall V-Stream Aviation, be liable to any Participant for any type of special, incidental or consequential damages related to the damage, loss or delay of checked baggage.
- i. Smoking.** Smoking of any kind aboard the aircraft is prohibited in accordance with Federal Law. This includes but is not limited to cigarettes, cigars, electronic cigarettes, and/or vape pens. Although V-Stream Aviation, is aware of various state laws that allow recreational or medical marijuana possession however, federal law prohibits the carriage of marijuana, including medical marijuana. Participants in possession, whether on their person or in their baggage will be subject to federal regulations.
- j. Notice of Claims.** For domestic transportation, initial notice of any claim for loss, damage, or delay in delivery of baggage must be given at any Participant service counter or any office of Carrier within four (4) hours after arrival of the flight on

which the loss, damage or delay is alleged to have occurred. Confirming written notice of any baggage related claim, and initial written notice of any other type of claim against Carrier, with appropriate details of the claim, must be given to Carrier not more than twenty-one (21) days after occurrence of the event giving rise to the claim. Failure to give notice within these time limits will not bar the claim if the claimant establishes to the satisfaction of Carrier that he/she was unable to give such notice. For domestic transportation, legal action on any claim described above must be brought within one (1) year of Carrier's written denial, in whole or in part, of the claim.

k. Refusal to Transport: The following Participants will be refused transportation with Carrier:

- i. Participants whose transportation on Carrier must be denied in order to comply with any government regulation, or to comply with any governmental request for emergency transportation in connection with the national defense.
- ii. Participants whose transportation on Carrier is reasonably deemed by Carrier to be inadvisable or inappropriate due to special circumstances or concerns beyond the control of Carrier, including without limitation a Force Majeure Event.
- iii. Participants who refuse to permit a search of his or her person or property for explosives or for concealed, deadly or dangerous weapons or other prohibited articles, or who refuse on request to produce positive identification.
- iv. Participants requiring medical oxygen for use on board the aircraft, incubators or hook-ups for a respirator to the aircraft electrical power supply, or persons who must travel on a stretcher.
- v. A Qualified Individual with a Disability pursuant to 14 CFR Part 382 whose carriage may impair the safety of the flight or violate Federal Aviation Regulations. Carrier may require that a Qualified Individual with a Disability be accompanied by an assistant as a condition of being provided air transportation under the following circumstances:
 - A. A person who, because of a mental disability, is unable to comprehend or respond accordingly to safety instructions from Carrier personnel, including the safety briefing required by 14 CFR Parts 121.571(a)(3) and (a)(4); or the safety regulations of a foreign Carrier's government, as applicable
 - B. A person with a mobility impairment so severe that the person is unable to physically assist in his or her own evacuation of the aircraft;
 - C. A person who has both severe hearing and severe vision impairments, if the person cannot establish some means of communication with Carrier personnel that is adequate to both permit transmission of the safety briefing required by 14 CFR Part

121.571(a)(3) or (a)(4) or the safety regulations of a foreign Carrier's government, as applicable, and to enable the Participant to assist in his or her own evacuation of the aircraft in the event of an emergency;

- vi. In the following categories where refusal or removal may be necessary for the comfort or safety of the Participant(s) or other guests:
- A. Persons whose conduct is or has been known to be disorderly, abusive, offensive, threatening, intimidating violent, or whose clothing is lewd, obscene, or patently offensive;
 - B. Persons who are barefoot and over five (5) years old;
 - C. Persons who are unable to sit in the seat in the full upright position with the seat belt fastened;
 - D. Persons who appear to be intoxicated or under the influence of drugs;
 - E. Persons with a communicable disease or infection whose condition poses a direct threat to the health or safety of others. However, Carrier will permit a Participant who meets the foregoing criteria to travel if he/she provides a medical certificate to Carrier dated within (10) days of the scheduled date of travel from the Participant's physician stating that the Participant is capable of completing the flight safely without requiring extraordinary medical assistance.
 - F. Persons who refuse to comply with instructions given by Carrier government authorities, airport authorities, station management, supervisory personnel or uniformed flight crew prohibiting the solicitation of items for sale or purchase, including airline tickets, passes or travel award certificates;
 - G. Persons who have an offensive odor, except where such condition is the result of a qualified disability;
 - H. Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons; provided, however, that Carrier will carry Participants who meet the qualifications and conditions established in FAR Part 108.11;
 - I. Manacled persons in the custody of law enforcement personnel; persons brought to the airport in manacles; persons who have resisted escorts; or escorted persons who express to Carrier personnel objection to the flight;
 - J. Persons who have misrepresented a condition which becomes evident upon arrival at the airport, and the condition is unacceptable for passage;
 - K. Pregnant Participants expecting to deliver within seven (7) days, unless such Participant provides a doctor's certificate dated no more than seventy-two (72) hours prior to departure stating that the doctor has examined and found the Participant to be physically fit for air travel to and from the destination requested on the date of

the flight and that the estimated date of delivery is after the date of the last flight in the Participant's itinerary.

- L. Participants between the age of three (3) and fourteen (14) days, unless attending physician approves travel;
- M. Participants who are unwilling or unable to abide by V-Stream Aviation, 's and/or Carrier's non-smoking rules.
- N. Any Participant who cannot be transported safely for any reason.

The tickets of any Participant refused passage or removed enroute under the provisions of this Section will be refunded. Such a refund shall be the sole recourse of any Participant refused passage or removed enroute. Under no circumstances will Carrier be liable to any Participant or refused Participant for any type of indirect, special or consequential damages.

- l. **Government Laws and Regulations:** All transportation is sold and all carriage is performed subject to compliance with all applicable government laws and regulations, including those of the Federal Aviation Administration and U.S. Department of Transportation, Transportation Security Administration, and all applicable Conventions, special contracts, treaties, and tariffs, many of which are not specified herein but are nevertheless binding on Carrier and all Participants.
- m. **Extra Assistance:** Participants requiring extra assistance must contact V-Stream Aviation, prior to booking. Using Eldad@v-streamaviation.com we do our best to provide service to Participants with physical limitations, but due to the constraints of the aircraft, there may be some services that we are prohibited from offering in accordance with FAA safety regulations and the US DOT regulations. For information on the Department of Transportation Part 382 and/or to contact the DOT, please view the Air Carriers Access Act. Assistance getting to the gate and/or aircraft: Our aircraft require ground loading, due to their size and configuration.
- n. **Participants of Size Requiring Additional Space:** Participants of size (300+ pounds) requiring extra space must contact our reservations department prior to booking at Eldad@v-streamaviation.com. Participants of size must be able to be transported without compromising the safety of themselves or other Participants on board the aircraft; however V-Stream Aviation, will not refuse to provide transportation to any Participant solely because a Participant's size results in an inconvenience to crewmembers or other Participants. Seat belt extenders, generally extending the length of a seat belt up to 24 inches are available for Participants who may need to lengthen the size of the belt.
- o. **Pets:** Subject to anything to the contrary in this Agreement, Participants may bring small, domesticated cats or dogs but will only be accepted for transportation in the Participant compartment. The pet container whether hard-sided or soft-sided can be no larger than 17"L x 18"W x 10"H and must be stowed under the seat. They must prevent escape of your pet into the cabin. At no point can the pet

be outside of the carrier while on the aircraft or airport boarding areas. Participants traveling with a Service Animal, Emotional Support Animal, or a Psychiatric Service Animal are required to contact our reservations department to declare the animal at least 48 hours prior to departure. Failure to do so may result in denied boarding. Participant must coordinate the carriage of any Pets with the Carrier prior to booking. Charter Operator and/or Carrier shall have the right to deny boarding to any pet. If Participant has any allergies, they must be disclosed to Charter Operator in writing by email to Eldad@v-streamaviation.com at least ten (10) days prior to the date of departure.

16. **General:** The rights and remedies made available under this Agreement, including the procedures for Major Changes, are in addition to any other rights and remedies available under the available law. If the Participant accepts a refund or alternative travel arrangements offered by V-Stream Aviation, Participant waives all additional remedies available under applicable law. By executing this Agreement, Participant specifically acknowledges and consents to all conditions set forth herein. This Agreement contains the entire agreement between the parties and it completely supersedes any prior written or oral agreements or representations. This Agreement can be amended only in writing and must be signed by both parties. Any oral representations or modifications shall have no force or effect. California state law shall govern this Agreement. Any claim against V-Stream Aviation, must be presented in writing within ten (10) days of the date of Participant's return flight, and V-Stream Aviation, is expressly not liable for any claims presented after said ten-day period.

17. **Acceptance:** Electronic signature or acceptance through the Internet, GDS, online travel agent, or travel agency including, but not limited to acceptance by the travel agent (as representative of the Participant) will be an acceptable form of acknowledgement to the terms and conditions of this Operator-Participant Agreement. No ticket will be issued unless the Participant (or his travel agent) accepts this Agreement.

For telephone sales in which the Participant pays by credit card, V-Stream Aviation, will send a copy of this Agreement by mail or electronic mail within 3 days. Participant must execute the Agreement prior to travel. Participant is entitled to a full refund if the Participant decides not to participate in the Charter after reviewing the Agreement.

- I (Participant) wish to be furnished details of trip cancellation, health, and accident insurance.

Name _____,
Date: _____
Signature _____,

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