General Conditions of Flight Air Zero G

These General Terms and Conditions of Flight apply to all services offered under the Air Zero G brand by Novespace and Avico.

Article 1. DEFINITIONS

Client :

designates the person or company in charge of the reservation and payment of the service to the Reseller. The Client may also be the Participant.

Terms and conditions of the contract :

designates the conditions relating to the mandatory documents representing the Participant's file as well as the conditions relating to the confirmation of the flight, which refer to the present General Conditions of Flight and the General Conditions of Sale that are binding on Clients, Participants and Resellers alike.

Flight confirmation :

designates the contract on which the reservation information appears, the deadlines for both the constitution of the file and the payments. These General Terms and Conditions of Flight and Sale are an integral part of the Contract.

Operator :

means Novespace in charge of operating parabolic flights under the Air Zero G brand.

Parabola :

designates a trajectory described by an object launched at the speed of the aircraft, compensating for the resistance of the air so that the Participants and/or the experiments inside the aircraft are in a state of microgravity.

Participant :

means any person, having a reserved seat on board the Airbus A310 ZERO G with the consent of a doctor and the operator. The Participant must be at least 13 years of age on the date of the flight. If a minor, the Participant must be accompanied by at least one parent holding parental authority or by a legal guardian.

Reseller :

means Avico and/or another company authorised by Novespace to commercially represent the Air Zero G brand and sell seats on board the A310 ZERO G.".

Accompanying Person :

means any person having subscribed to the ground accompanying option, this person will not participate in the parabolic flight.

Article 2. APPLICABLE LAWS AND PROVISIONS

2.1 Air Zero G flights are carried out by virtue of these General Conditions of Flight and are governed by the Decree of 24/07/1991 relating to the conditions of use of civil aircraft in general aviation and in particular by the provisions relating to sensation flights defined in article 1 of the Decree:

> *"Sensation flight: flight with identical departure and destination points, carried out for the purpose of approval in order to create strong sensations for the Participants by aerobatic manoeuvres. It does not constitute a public air transport activity within the meaning of Chapter II of Title I of Book IV of the Transport Code. »*

2.2 The flight performed under the "Flight Confirmation" and all other services rendered by the Operator are governed by :

- ✓ applicable legislation (including national laws ratifying International Conventions), government decisions, instructions and regulations;
- ✓ the terms and conditions of these General Conditions of Flight and the General Conditions of Sale;
- ✓ the clauses and conditions contained in the documents for Participants sent to the Client, which can be consulted at www.airZeroG.com. It is specified that the Confirmation of Flight prevails over the General Conditions of Flight which prevail over the General Conditions of Sale, in the event of any discrepancy between the different provisions governing the contract.

Article 3. RESPONSIBILITY

3.1 The Participant is informed that the flight to discover weightlessness belongs to the category of sensation flights, as defined in chapter 1 of the decree of 24 July 1991 relating to the conditions of use of civil aircraft in general aviation. It does not constitute a public air transport activity within the meaning of Chapter II of Title I of Book IV of the French Transport Code.

The aircraft has a temporary pass issued by the DGAC (Direction Générale de l'Aviation Civile), different from the standard certificate of airworthiness (CDN) awarded to public transport aircraft. The Participant accepts the fact that the flight meets the specific regulations for sensation flights and not the safety standards defined for public air transport. The Operator has had safety studies carried out and has entrusted the maintenance of the aircraft and its operation to a recognised organisation

(Sabena Technics). However, the Participant is informed that the Airbus A310 ZERO-G has not undergone the certification process for a public passenger transport aircraft and that there are additional risks linked to the difficulty of controlling its movements during weightlessness phases.

Taking part in a flight in this context may result in the cancellation of loan guarantees or insurance contracts taken out on a personal or professional basis (property, death, disability insurance, etc.). It is strongly recommended that the Client and the Participant check that their insurance contracts do not include clauses that would render them null and void in the event of participation in a flight on board an aircraft that does not have a CDN. The Client and the Participant acknowledge that in this case, they will not benefit from the provisions of their insurance policies.

The Client and/or the Participant will take note of the fact that the Operator has taken out individual insurance for the Participant to cover him in the event of death or permanent disability resulting from an accident occurring in flight, with a compensation ceiling set at three hundred thousand euros (€300,000) per person. The Participant and/or the Client acknowledges that the compensation that the Operator, the Reseller and their insurances may owe him/her shall under no circumstances exceed the sum of three hundred thousand euros (€300,000).

3.2 Subject to the provisions set out above :

3.2.1 General

The exclusions or limitations of liability contained in these General Conditions of Flight are stipulated both on behalf of the Reseller, the Operator and its agents, servants or representatives acting in the exercise of their functions. They are also in favor of any person whose aircraft is used by the Operator for the execution of the flight as well as the agents, servants and representatives of such person, acting in the exercise of their functions.

The Reseller and the Operator shall not be liable for any damage resulting directly and solely from its compliance with laws, decisions, instructions or government regulations or their non-observance by the Participant or from any fact beyond the control of the Operator or the Reseller.

Under no circumstances shall the Reseller and the Operator be liable for indirect damages.

3.2.2 Force Majeure :

Without prejudice to the application of the foregoing provisions, the Operator and the Reseller shall not be held liable in the event that one or the other is unable to perform its obligations or is only able to perform them partially as a result of a decision of the aviation authorities or a case of force majeure. Are considered as force majeure, all cases independent of the express will of the parties preventing the normal execution of the present General Conditions due to difficulties such as :

- ✓ an accident occurring to the aircraft or any part of the aircraft or any technical difficulty preventing the departure;
- ✓ an accident or illness of a passenger;
- ✓ difficulties or impossibility of refuelling or lack of refuelling products necessary for the execution of the flight;
- ✓ total or partial strikes, whether internal or external, either of the Operator's employees or of any other persons on whom the Operator depends for the performance of the contract;

- ✓ unfavourable weather or atmospheric conditions;
- ✓ illness of the crew;
- ✓ in general, all acts of war, uprisings, civil riots, earthquakes, floods, water damage, tidal waves, epidemics, pandemics, acts of government, governmental or legal restrictions, blockades of means of transport or supplies, prohibitions on landing, sending or overflying, chartering or requisitioning of the aircraft by any Public Authorities, etc., and all other acts of terrorism.

3.2.3 The Operator's or Reseller's liability shall not exceed the amount of the proven Direct Damages and the Operator shall in no way be liable for Consequential Damages or any form of Non-Compensatory Damages.

3.2.4 The Operator or the Reseller shall in no way be held liable for Damages resulting from the Operator's or the Reseller's compliance with any legal or regulatory provisions (laws, regulations, decisions, requirements and provisions) or the Participant's failure to comply with such provisions.

3.2.5 The Operator or the Reseller shall not be liable for any illness, injury or disability, including the death of a Participant, due to the physical condition of the Participant, nor for any aggravation of such condition.

3.2.6 These General Conditions of Flight, and all exclusions or limitations of liability contained herein shall apply to and benefit the Operator and the Reseller, their servants, agents, representatives and the owner of the aircraft used by the Operator, as well as the agents, employees and representatives of such owner. The aggregate amount recoverable from the above-mentioned persons shall not exceed the amount of the Operator's liability.

3.2.7 If the negligence or other wrongful act or omission of the person claiming compensation or of the person from whom he derives his rights has caused or contributed to the Damage, the Operator shall be wholly or partly exonerated from liability in respect of such person, including in the case of death or personal injury, according to the law in force.

3.3 The Participant authorises the Operator and the Reseller to photograph and/or film him/her on Novespace's premises and on board the aircraft, and to use the image of the passenger for all promotional and communication purposes. The Passenger is not authorised to sell or use the images taken by him/her or by a third party on Novespace's premises or on board the aircraft for advertising or commercial purposes.

The Participant acknowledges being informed and agrees that his/her personal data may be collected and shared with the authorities and doctors of the University of Caen for the organisation of flights and the information of the Participant, in accordance with the General Data Protection Regulations (EU 2016/679). The Participant accepts, where applicable, that this information may be kept for a period of 15 years. The Participant understands that he or she has the right to access, rectify and oppose any personal data concerning him or her by simply sending an email to france@airzerog.fr.

Article 4. DELAY OR NON-FULFILMENT OF THE FLIGHT

Flight times are not guaranteed. The Operator shall have the right to change the scheduled timetable if this is made necessary by circumstances beyond its complete control.

4.1 In the event of a change in the flight schedule or the day of the flight, the Operator and the Reseller cannot be held responsible for the organisation and the costs incurred by the Client and/or the Participants for pre- and post-transport as well as on-site services such as hotel accommodation and car rental.

Thus, the Client and Participant is asked to take steps to take such contingencies into account.

4.2 In the various cases of Force Majeure, if the flight started had to be interrupted, the Operator and the Reseller cannot be held liable for anything other than the reimbursement of the part of the price of the flight corresponding to the part not carried out if less than 10 parabolas are carried out, the reimbursement being proportional to the number of parabola not carried out. If at least 10 parabolas are installed, the flight will be deemed to have been completed in full and no refund will be due.

4.3 In the event that the Operator is unable to operate the Air Zero G flight under acceptable regulatory, technical or economic conditions following an event beyond its control (force majeure, technical unavailability, new regulatory or health constraints, cancellation of reservations by the majority of participants, the minimum number of participants required is not reached, etc.) at the scheduled times and dates, the Operator and the Reseller will do everything possible to remedy the situation as soon as possible. As far as possible, a postponement would then be proposed to the Client and/or Participant to the following day, who would then be obliged to accept, or if this is not possible, to a later date to be determined according to the aircraft flight schedule; in this second case, the Client could refuse the date, and this Contract would be automatically terminated without compensation. The sums already paid by the Client will be reimbursed by the Reseller.

In the event of a simple postponement, the Client and/or Participant shall not be entitled to any compensation. In the event that the Client and/or Participant refuses to postpone the date beyond the following day, the sums already paid by the Client will be reimbursed by the Reseller, without the Client and/or Participant being able to claim any other compensation.

4.4 In the event that the flight is delayed on the same day or on the following day, no compensation and/or reimbursement will be offered to the Client.

4.5 In the event of non-performance for a cause that cannot be considered excusable under the terms of the "Flight Confirmation" and subject to the provisions of the article "Cancellation", the total compensation that may be due by the Reseller or the Operator to the Client or to any other interested party as compensation for a duly established loss may in no case exceed the price of the flight paid by the Client.

Article 5. OBLIGATIONS OF THE OPERATOR

The Air Zero G flight will be carried out on board the Airbus A310 Zero G, equipped with the necessary authorisations and official on-board documents, and with the flight crew required to operate it.

The personnel will hold the certificates and licences required by the aviation authorities.

The Operator will be responsible for carrying out all the necessary administrative formalities relating to the aircraft and its crew for the normal conduct of a sensational flight.

The Operator alone will ensure the technical management of the chartered aircraft. In particular, the Captain will be able to

- ✓ Postpone or cancel the departure of the aircraft due to atmospheric or technical conditions;
- ✓ interrupt the flight, in the event of a threat to the safety of the aircraft or a passenger;
- ✓ refuse to embark or disembark any person who, among the Participants, may present a danger to the safety or orderly conduct of the sensational flight.

The captain is authorised to take the necessary measures to ensure the safety of the flight. The captain is also authorised to take reasonable measures, including restraint to ensure good order and discipline on board and to enable him to hand over persons who disturb the order on board or who threaten the safety of the flight to the competent authorities. The Participant is obliged to follow the instructions given by or on behalf of the captain. The captain may report criminal offences, including failure to comply with instructions given by or on behalf of the captain.

Article 6. OBLIGATIONS OF THE PARTICIPANT AND ACCOMPANYING PERSON

The Air Zero G service is only provided to the Participant and Accompanying Person designated on the "Flight Confirmation", when their files are complete and the service has been paid for in full. The Operator reserves the right to carry out a documentary verification of the identity of the Participants and Accompanying Persons on arrival at the site.

The Participant and Accompanying Person must respect the sanitary measures applied on the day of the flight. In the event of fever, cough or other symptoms of COVID19 or influenza, Participant will need to wear a surgical mask. Surgical masks will be made available if necessary.

Participants are required to have a sufficient understanding of French or English to follow the key instructions and directions necessary for the smooth conduct and safety of the flight.

If a participant does not have sufficient proficiency in either of these languages, they may be accompanied during the flight by someone capable of translating and explaining the instructions necessary for the smooth conduct and safety of the flight.

Seat reservations on board the A310 ZERO G are non-transferable. If a person other than the person who is to travel presents himself with a reservation in order to make the Zero G flight, the Operator and the Reseller will not assume any liability if, in good faith, one of them refuses to take on board the person presenting a non-compliant reservation.

The Participant agrees to respect the flight instructions and to obey in all cases the orders of the crew.

The Participant must report any change in his or her state of health between the date of his or her medical certificate and the date of the flight, failing which his or her medical certificate will be deemed invalid. Pregnancy is a contraindication to parabolic flight, which should be postponed if necessary.

The Operator may refuse to take the Participant on board or, where appropriate, prevent the Participant from taking part in on-board activities, if one or more of the following cases has occurred or is likely to occur:

- ✓ the Participant has not complied with the applicable regulations;
- ✓ the Participant did not appear in time to attend the Pre-Flight Briefing in accordance with the scheduled times;
- ✓ the Participant has not complied with instructions and regulations concerning safety or security;
- ✓ the Participant has refused to submit to the security and safety controls provided for;
- ✓ the Participant's flight could endanger the safety, health, comfort or convenience of other Participants or the crew, in particular if the Participant intimidates, behaves or uses aggressive and insulting behaviour or language towards ground personnel and/or crew and/or Participant;
- ✓ the Participant's physical or mental condition, including a condition caused by the consumption of alcohol or the taking of drugs or medication, could present a danger or risk to himself, other Participants, the crew or property;
- ✓ the Participant has compromised safety, good order and/or discipline prior to the flight and the Operator has reason to believe that such conduct could recur.
- ✓ The Participant does not comply with the wearing of the flight suit provided by Novespace; any disguise, headgear or conspicuous or indecent accessory will not be allowed on board the aircraft.

The Operator shall not be liable in any way, in particular for any loss, damage or expense, if the Participant has not complied with the provisions of this Article.

If the Participant endangers safety, good order and/or discipline before or during a flight, Novespace may, at its sole discretion, decide that the Participant will be refused boarding of AIR ZERO G flights for a period of five years. In very serious cases, it may be decided to definitively refuse the Participant's registration.

The Participant and the accompanying person shall be liable to the Operator for any damage suffered by the Operator, including any third party claim against the Operator, as a result of failure to comply with the obligations. The Operator and the crew shall not be liable for any damage suffered by the Participant as a result of the exercise of the terms and conditions of this Article and Article 5.

Article 7. PROHIBITED CARRY-OVERS

Any onboard object must be validated prior to access to the Airbus A310 by a person authorised by the Operator.

The following are prohibited on board

- ✓ all objects that cannot be contained in the pockets of the flight suit provided by the Reseller or the Operator, unless prior agreement has been given.
- ✓ all blunt / dangerous objects or liquids such as: flammable product/system, firearms, ammunition, explosives etc., as well as any other objects that are not in the pockets of the flight suit provided by the Reseller or the Operator, unless prior agreement has been given;
- ✓ Gopro type camera on a helmet or on a pole, so as not to risk injuring another passenger;
- ✓ animals

- ✓ Food
- ✓ Object and/or commercial support for the purpose of undeclared advertising
- ✓ Scientific or educational experiments

Article 8. LEGAL AND ADMINISTRATIVE PROVISIONS

In the event that any of the provisions contained or referred to in these General Conditions of Flight are contrary to legal or administrative requirements, the latter shall be disregarded without affecting the other provisions of the General Conditions of Flight.

Article 9. MODIFICATION

No agent or representative of the signatory parties is authorised to change, modify or delete any of the provisions relating to the "Flight Confirmation", these "Terms and Conditions" or the "Terms and Conditions".

Article 10. LAWS AND JURISDICTION

The present General Conditions of Flight are governed by French law and any question relating to their interpretation, implementation or contestation shall fall within the exclusive competence of the French courts.

Nevertheless, if the Client, the Participant and/or the Reseller are commercial legal entities, only the Commercial Court of Paris shall be competent to assess any dispute relating to these General Conditions of Flight.

The present clause is applicable in the event of an appeal in guarantee or of plurality of defendants.