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**AIR CHARTER TRANSPORTATION AGREEMENT  
004DC-0160PRT19**

**BETWEEN**

**CRUZ VERMELHA PORTUGUESA**

Jardim 9 de Abril 1 a 5

1249-083 Lisboa

Portugal

Contribuinte N° 501 745 749

**Hereinafter referred to as the party "Charterer"**

**AND**

**EuroAtlantic Airways – Transportes Aéreos, S.A.**

R. das Sesmarias, Nr 3

Quinta da Beloura

2710-692 Sintra

Portugal

Contribuinte N° 511 057 822

**Hereinafter referred to as "The Carrier".**

<i>AIRCRAFT</i>	<i>DAYS / DATES</i>	<i>ROUTING</i>
<b>Boeing B767-300ER</b>	<b>From the 24<sup>th</sup> until 25<sup>th</sup> of March 2019</b>	<b>LIS – BEW</b>

**GENERAL TERMS AND CONDITIONS OF TRANSPORTATION**

**Article 1 - AIRCRAFT AND CREW**

1 - The Carrier will provide to the Charterer the Aircraft completely manned, fuelled and equipped for the journey(s) and on the terms and conditions specified in Appendix "I". The crew shall at all times be the servants or agents of the Carrier

2 - The Carrier may substitute the type of aircraft designed for the journey(s) by one or more aircraft fit for equivalent transportation. However the Carrier shall have no obligation to do so, even if the journey(s) cannot be performed or completed with the original aircraft.

**Article 2 - CHANGES IN THE FLIGHT SCHEDULE**

Changes and/or extensions of the agreed journey(s), charter period or flight schedule on the request of Charterer will be subject to the approval of the Carrier and may cause alterations in the Charter Price.

**Article 3 - AUTHORIZATIONS**

Authorisations, licences and permits from governmental or other authorities which are necessary for the performance of the charter flights will be applied for by the Carrier but the risk for the timely granting of such authorisations and for their continuing will be born by the Charterer, subject to the provisions of Article 7.

**Article 4 - COSTS**

1 - The Charter price specified in the Appendix "I" shall include the cost of fuel, oil and maintenance of the Aircraft, insurance (Hull, third party legal liability, pax, baggage, cargo and mail legal liability except any additional insurance cost specific of this operation to an area of exclusion of Carrier insurance policy, or an area that the Carrier insurance company considers as a risk area), landing fees, parking fees, hangar fees, ground service and dispatch costs for the Aircraft, salaries, flight pay and per diem of the crew, and the cost of the service for passengers during the flights and during their stay on the ground at the intermediate stations, on the basis of the services usually extended by the Carrier to the passengers in flight and at these stations.

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2 - All other costs, including but not limited to costs of ground transportation at the places of departure and destination, costs for visas, customs inspections fees, customs duties, and other taxes payable in connection with passengers and baggage transported, and all special costs incurred by the Carrier, with respect to passengers and goods in case of emergency landings, are not included in the Charter Price.

3 a) The Charter Price referred to in Appendix 1, is based upon known costs and exchange rates on the date of signing this agreement.

b) In the event that there is any alteration in costs out of Carrier's control, whether by virtue of alteration in fuel costs, currency fluctuation or otherwise, and in the case the alteration in cost occurring during the period between the date of signing this agreement and the date of commencement of the journey(s), the Carrier reserves the right to alter the Charter Price in the same extent.

### Article 5 - DEMURRAGE AND EXTRA FLIGHT HOURS

1 - Charterers shall pay a demurrage rate or compensation for extra flight hours, according to the rates specified in paragraph 3 of this Article, if the charter period or the number of flight hours show in Appendix "I" - Flight Schedule, is exceeded due to:

a) the refusal or untimely granting of visas or other documents required for the transportation, embarking, disembarking, loading or unloading of passengers or baggage, or

b) passengers or baggage not being ready for embarking or loading at the times shown in the Flight Schedule, of Appendix "I", or

c) acts or omissions of Charterers or their officers or agent of passengers.

2 - However, the Carrier shall have the right to avoid such exceeding of the charter period or the number of flight hours, by altering or limiting the Flight Schedule of Appendix "I", with due regard to the interest of the Charterers.

3 a) Demurrage rate per hour or part thereof will be calculated dividing 50%(fifty per cent) of the Charter Price by the number of flight hours shown in the Flight Schedule of Appendix "I".

b) Rate per extra flight hour or part thereof will be calculated dividing the Charter Price by the number of flight hours indicated in the Flight Schedule of Appendix "I".

4 - In the case of a delay directly imputable to the Carrier, except in cases referred to in Article 20:

a) until 3 hours, no special service will be provided to the passengers.

b) exceeding three hours, the Carrier either provide a refreshment or a special meal, depending on the hour of the day, or accept to pay to the Charterers a special meal on the ground against invoice until 15 USD per passenger.

c) exceeding six hours and, with a estimated time of departure after 2.00 a.m. of the next day, the Carrier accept to pay a hotel accomodation against invoice until 75 USD per passenger on average.

### Article 6 - PAYMENT

1 - Charterers agrees to pay the Charter Price on or before the date, in the currency, by the method and at the place mentioned in this agreement. Payment of costs not included in the Charter Price and other charges provided for in this agreement, shall be made within two weeks after the date of invoicing by the Carrier in the same manner and in the same currency or, at Carrier's choice, in the currency in which the costs are incurred by the Carrier.

2 - In case Charterers fails to fulfil his obligations mentioned in paragraph 1 of this Article or does not fulfil them in time, the Carrier will be entitled to terminate this agreement by simple notice, without any formal notification or judicial intervention, but without prejudice of Carrier's right to claim from the Charterers all outstanding moneys, damages and compensation for breach of agreement.

### Article 7 - NON-PERFORMANCE OR PARTIAL PERFORMANCE OF THE JOURNEY

1 - If due to the refusal or untimely granting of authorisation, licences or permits required for the performance of the journey(s) and as a consequence of that, the Carrier is not able to perform the journey(s), this agreement shall be terminated and the Charter Price shall not be payable or shall be refunded if paid, provided, however, that if in such event the Aircraft is kept at the disposal of the Charterers at his request, the Charterers shall pay the Carrier a compensation therefor on the basis of the demurrage rate specified in paragraph 3 of Article 5, calculated as of the agreed date and hour of commencement of the journey(s).

2 - If due to a cause as mentioned in paragraph 1. of this Article the journey(s) can be performed only partially by the Carrier within the charter period, the Charter Price shall be reduced proportionally on the basis of the charter period consumed and the number of flight hours flown in the partial performance of the journey.

### Article 8 - SUBCONTRACTING/ASSIGNMENT

1 a) The Charterers shall not subcontract, assign or give in use wholly or in part the chartered space and/or payload of the aircraft without prior written approval by the Carrier.

b) Unless expressly otherwise agreed in writing any such approval by the Carrier is subject to the condition that the subcontracted or assignee shall abide with all obligations imposed upon the Charterers and that the Charterers shall assume full responsibility for all acts or omissions of the subcontracted or assignee and his officers, employees or agents.

2 - The Carrier has the right to subcontract or assign the performance of any of his obligations under this agreement, in which case any reference to the Carrier shall include any subcontracted or assignee to whom the obligations under this agreement are subcontracted or assigned.

### Article 9 - UNUSED CHARTER SPACE

The Carrier is entitled to utilise any unused part of the chartered space and payload without any compensation to the Charterers. The occupancy of any unused seat has to be communicated to the Charterers, by the Carrier until 48h prior departure, and can never be sold on the market.

### Article 10 - LIABILITY

1 - The carriage of passengers and baggage under this agreement shall not be subjected to any other or higher liability than that provided for in the Montreal Convention of May 28, 1999 (as amended).

2 - The times show in the Flight Schedule are approximate and not guaranteed and the Carrier has the right to deviate from the Flight Schedule in case of circumstances not foreseen at the date of the execution hereof.

3 - With respect to transportation to be performed pursuant to this agreement, the Carrier is not be deemed to be acting as a common carrier.

4 - Without prejudice to the provisions of Articles 10 and 12, damages to be paid by the Carrier in case of non-performance of this agreement due to faults or omissions of the Carrier, its agents or employees, shall in no event exceed an amount equal to the Charter Price, and damages for partial performance shall not exceed a proportionate part of the Charter Price.

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### Article 11 - TRAFFIC DOCUMENTS

- 1 - Passenger tickets supplied by the Carrier or issued by the Charterers for the journey(s) covered by this agreement shall be made out in accordance with the requirements, practices and procedures of the Carrier.
- 2 - The Charterer undertakes to cooperate in supplying to the Carrier, in due time, all information with passengers and baggage for the completion of the traffic documents.
- 3 - In all traffic documents, shall be referred that they have been issued by or on behalf of the Carrier.

### Article 12 - CANCELLATION

- 1 - The Charterers may cancel this agreement at any time prior to the commencement of the journey(s) against payment of the cancellation fee mentioned in this agreement. If cancellation is effected after the commencement of the journey(s) the full Charter Price and other costs shall be due as liquidated damages.
- 2 - This agreement cannot be cancelled by the Charterers in order to have the agreed journey(s) executed by another carrier.
- 3 - The Carrier may cancel this agreement without any further compensation to the Charterers in the event of the Charterers is in breach of any condition or material term of this agreement.
- 4 - Without prejudice of the provisions of the foregoing paragraphs, Charterers shall indemnify and shall hold the Carrier free and harmless from all claims by passengers or other persons having contracts with Charterers should such claims arise from cancellation by the Charterers or the Carrier.
- 5 - No cancellation fee is due in the cases referred to in paragraph 2. of Article 6, Articles 7 and 13.
- 6 - Any notice of cancellation shall be submitted to the other party in writing by telex or FAX (with previous phone call).

### Article 13 - TERMINATION IN CASE OF BANKRUPTCY OR INSOLVENCY

- 1 - Both parties may at any time terminate this agreement by simple notice, without any formal notification, summons or judicial intervention if the other party dies, becomes insolvent, makes a general assignment for the benefit of creditors or commits an act of bankruptcy or if a receiver of all or substantially all of its property be appointed or applied for or if a petition be presented for its liquidation (as the case may be).
- 2 - If the Carrier terminates this agreement pursuant to the paragraph 1 of this Article the entire Charter Price shall immediately become due, subject to the adjustment provided for in Article 14.

### Article 14 - ADJUSTMENT

In the event the journey(s) either is not completed or is not completed by reason of termination of this agreement by the Carrier pursuant to paragraph 2 of Article 6 or to paragraph 1. of Article 13, it shall be deducted from the Charters Price the costs saved by the Carrier with respect to oil, fuel, landing, parking and hangar fees and ground handling services, provided, however, that the Charterers shall pay to the Carrier in addition to the adjusted Charters Price determinate aforesaid extra costs, if any, incurred by the Carrier as a consequence of the non-commencement or non-completion of the journey(s).

### Article 15 - ENGAGEMENTS OF PASSENGERS

It is understood that the sole contractual relationship of the Carrier under this agreement with the Charterers, being irrelevant to the Carrier the relationship between the Charterers and the passengers carried and to be carried and their baggage and between the Charterers and other entities having or claiming any right or interest on the baggage or the goods carried or to be carried under this agreement

The Charterers guarantees the fulfilment of the obligations of subcontractors, passengers and owners and such other parties under the Carrier's General Conditions of Carriage and, more particularly the compensation owed by them with respect to fees, fines and other costs chargeable to or levied against the Carrier in connection with the non-compliance with any applicable laws or rules or regulations of governmental and other authorities and the Charterers shall also hold the Carrier free and harmless from all claims of the above referred entities in connection with this agreement.

### Article 16 - DISCRETION OF COMMANDER OF THE AIRCRAFT

The commander of the Aircraft shall have complete discretion concerning the load carried and its distribution, as to whether or not a flight shall be undertaken and as to where landings should be made, and the Charterers shall accept such decisions as final, without prejudice to the provisions of Article 7 and 10.

### Article 17 - APPLICABLE LAW

- 1 - This agreement and its execution, performance and interpretation shall be governed by the laws of Portugal.
- 2 - Lawsuits by or against the Carrier arising out of this agreement or the execution of performance thereof will be filed only before the competent courts of law of Lisbon, Portugal, unless the Carrier and the Charterers agrees otherwise.

### Article 18 - ALTERATIONS

This agreement supersedes and cancels all previous arrangements and stipulations between the parties concerning the subject of this agreement and can only be changed in writing by a document signed by both parties.

### Article 19 - HEADINGS

Headings are placed for the purpose of reference and convenience only and are in no way to be referred to for construing the provisions of this agreement.

### Article 20 - FORCE MAJEURE

The Carrier shall have no liability for any loss, damage, delay, non performance or prevention on the commencement or on the completion of the journey(s) in connection or under this agreement resulting directly or indirectly from force majeure or events beyond Carrier control, included but not limited to restriction on the furnishing of fuel and in cases of war, tumults, sabotage, unusually weather, air traffic control delays, strikes, labour troubles (whether resulting from disputes between the Carrier and its employees or between other parties), technical or mechanical failure, accident or incident with the Aircraft.

### Article 21 - SPLIT CHARTER PROVISIONS

- 1 - The Charterers acknowledge that the Carrier has entered into this Charter Transportation Agreement, sharing the aircraft seating capacity by each partner what constitute the party "Charterers". Each party charterer accept the commitment of seats and rates per seat as show in Appendix 1. Such allotment can only be changed with the agreement of the partners and of the Carrier.

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2. - In the event that one or more of the partners that constitute the party "Charterers" ceases the operation due to bankruptcy or any other reason, the Carrier agrees, prior to terminate this Charter Transportation Agreement , to offer the solvent partners the opportunity to charter the entire capacity of the aircraft.

**Article 22 – APPENDICES**

The appendices that form part of this contract must be signed by the charterers and by the Carrier.

Accepted and agreed with the:

- 22 ARTICLES OF THE GENERAL TERMS AND CONDITIONS OF TRANSPORTATION
- APPENDIX "I" AIRCRAFT, SCHEDULES, PRICES, FEES AND SPECIAL PROVISIONS

**IMPORTANT NOTE:** No agreement exists until one copy of this document duly signed on behalf of the Charterers has been received by the Carrier. The latest date for receipt is 24th March 2019. Receipt at any time thereafter will be treated as a counter-offer which the Carrier will be to accept or reject.

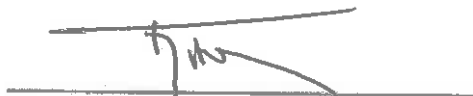
ON BEHALF OF THE PARTY "CHARTERERS"



Dr. Francisco George

CRUZ VERMELHA PORTUGUESA

THE "CARRIER"



EuroAtlantic Airways  
TRANSPORTES AEREOS, S. A.

*F. Vento*

APPENDIX "I" TO THE AIR CHARTER TRANSPORTATION AGREEMENT  
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1 - FLIGHT SCHEDULES (UTC TIMES) :

A) FLIGHT NUMBERS AND SCHEDULES (UTC TIME):

DAY	DATE	FLT Nbr	From	STD	STA	To
D7	24.03.19	YU671	LIS	18:00	03:45	BEW

(LIS= UTC; BEW= UTC+2)

B) OPERATIONS SUBJECT TO ALL GOVERNMENT APPROVAL

C) SCHEDULES SUBJECT TO SLOTS AND HANDLING CLEARANCE FROM THE AIRPORT AUTHORITIES AND OVER FLIGHT PERMISSIONS.

2 - SPECIAL PROVISIONS

- A) AIRCRAFT: B767-300ER / CS-TKS
- B) SALEABLE VERSION : 16C 246Y
- C) LUGGAGE ALLOWANCE: 20 Kg P.P. plus up to 5 Kg cabin luggage
- D) LUGGAGE SURCHARGE: EUR 09,00 p. Kg over weight
- E) CATERING:  
Soft drinks, coffee and tea free during main course meal  
1 drink (wine or beer) free during main course meal
- F) ON BOARD SERVICE  
EuroAtlantic standard

3 - CHARTER PRICE IN EUR

A) CHARTER PRICE: EUR 210.000,00 (Two Hundred and Ten Thousand Euros)  
(TAXES NOT INCLUDED)

B) AIRPORT TAXES: : TO BE INFORMED

4 - METHOD OF PAYMENT:

- By bank transfers to

**EUR**

Beneficiary: **euroAtlantic airways**  
Bank: **MILLENNIUM BCP**  
AV. Prof. Dr. Cavaco Silva (Tagus Park), Edif 2 / piso 0 b  
2744-002 Porto Salvo, Portugal  
Account: 1 8 114808 9  
NIB: 0033 0000 0018 1148 0898 4  
IBAN: PT50 0033 0000 0018 1148 0898 4  
Swift Code: BCOMPTPL

50% on 25<sup>th</sup> March 2019

50% on 07<sup>th</sup> April 2019

100% taxes 9 days prior to each departure (Taxes will be reconciled not later than 30<sup>th</sup> April 2019).

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5 - CANCELATION FEES:

- 100% of the total Charter Price to cancellations before the flight departure.

6 - IMPORTANT NOTICE

No agreement exist until one copy of this document duly signed on behalf of the Charterer(s) has been received on behalf of the "Carrier".

The latest date for receipt is 25<sup>th</sup> March 2019. Receipt at any time thereafter will be treated as a counter-offer which the Carrier will be free to accept or reject.

Accepted and agreed to:

**EUROATLANTIC AIRWAYS**

Name: TOMAZ NETELLO

Position: CHAIRMAN

Signature:



Date: 25.03.2019

**CRUZ VERMELHA PORTUGUESA**

Name: Francisco George

Position: Presidente CVP

Signature:



Date: 24/03/19