

Operator Service Agreement

CREW LINK, INC.

Providing You with Aviation Crew Solution Services on an "As Needed" basis

Terms of Use – Effective as of April 1st 2022.

DEFINITIONS

For purposes of this agreement, "CL" refers to the Company "Crew Link Inc.", a Florida Corporation, herein after, "Crew Link".

The terms, "We," "Us," and "Our" refer to the Crew Link and its staff employed by Crew Link. "You", "Your", "Client" "Owner" and/or "Operator" refer to the user of the Crew Link services, as a user of Our Website, Service, or Crewmembers.

"Service" refers to the Crew Link services provided and utilized via the Website, Email, phone, or the work performed by a crew member designated by Crew Link.

"Order" shall refer to the intended date of the trip inclusive of crew repositioning time, both before and after the need to reposition.

"Expenses" shall refer to actual costs incurred, i.e. airfare, hotel, taxi charges, food and other expenses relating to costs incurred for the trip.

"Operator" shall refer to the Client, either as the registered aircraft owner, or legally authorized Lessee of the aircraft under dry lease with full authority by the registered owner.

"Crew Member" refers to an individual or individuals that are operating as independent contractors conducting a flight assignment as referred by Crew Link on behalf of the Operator.

"Trip" shall refer to an assignment for a Crew Member to operate an aircraft on a pre-arranged set day or days. A trip will typically include any required travel time for the completion of duties.

"Daily Rate" shall refer to the pre-negotiated pay rate that a Crew Member will receive per day in exchange for their services.

"Local in Nature" shall refer to transportation to a rest accommodation that is within thirty (30) minutes travel time of the location where a Flight Crew's scheduled assignment begins or ends as measured with Google Maps, it shall not take into consideration traffic delays.

"Crew Swap" shall refer to a change in Crew Member as required for operational reasons. This could be for duty/rest, days off, sickness or any other operational reason where one qualified Crew Member is replaced with another.

"Travel Day(s)" shall refer to any day that a Crew Member is required to travel to complete a required assignment. Typically a Travel Day is a day where a Crew Member does not actively operate the assigned aircraft but is on duty solely for the purpose of relocating to or from the assigned aircraft. All travel days will be invoiced and paid at the full Daily Rate for the applicable Crew Member.

The following Terms of Use apply when You view or use the Service by initiating or confirming a trip with CL, via Our Website located at “www.flycrewlink.com” or by email, phone, SMS message or by any other means of contact.

Please review the following terms carefully. By using Our Service, You as the aircraft Owner or Operator signify Your agreement to these Terms of Services. If You do not agree to be bound by these Terms, You will not have access to these Services. Our service allows You, as Our client, to utilize CL flight crews to staff Your Part 91 trips as You deem necessary. CL will review Your requested trip and, using Our network of independent contract flight crews, consisting of pilots, flight attendants & mechanics, to the best of Our ability, staff Your Trip. CL will review Your trip for Your crew needs, travel requirements, and customer requests. CL will bill You within 5 business days of the use of Our contract pilot services. The Operator shall not pay the Crew Member directly. Further, Operator understands that the pilot and crew are all subject to a covenant not to compete and a non-competition agreement. Any attempt to solicit these parties will be considered an interference with Our contractual relationship and acted upon accordingly.

REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE

The Client must be a legal entity incorporated within their respective state within the United States of America and/or a legal resident of the United States to register for and use the Service. Clients who do not meet this requirement will be reviewed on a case-by-case basis and may be subject to increased rates. Clients must register with CL prior to requesting services. Additionally, all aircraft must be registered with the FAA and fully compliant with all inspection and maintenance requirements including any mandatory FAA requirements. If the aircraft being operated is a leased aircraft, a copy of the lease must be provided to CL, and a copy of that lease, carried within the aircraft at all times. Clients must adhere to the standards of aircraft airworthiness to include, but not limited to:

- Aircraft registration and airworthiness validity
- Maintenance status of aircraft IAW applicable Federal Aviation Regulations, Airworthiness Directives, Service Bulletins, inspection programs
- Aircraft Operator insurance requirements
- The discretionary judgment for safety purposes, of the assigned crew which includes, operational requirements, maintenance requirements and weight and balance limitations.

Insurance requirements - In order to utilize Crew Link crew members, Client shall provide a current & valid copy of the aircraft insurance policies for all aircraft that will be crewed. Each policy must include Crew Link Inc as additionally insured with waiver of subrogation.

Contract crews of CL are not permitted to operate flights conducted under part 91K, 135 or 121 of the Federal Aviation Regulations without appropriate approvals and training.

CL will issue a quote to the client prior to confirming crew availability. At the completion of the trip or after the rendering of Flight Crew services for partial trips or after a Crew Swap takes place, an invoice will be sent to the operator via email for all services and expenses rendered. The customer must pay the invoice in full according to the terms of the invoice sent which by default will be within 5 business days of mailing unless otherwise stated.

You specifically understand that CL crew members are independent contractors. CL shall not be held liable for the actions or inactions of a contract crewmember. CL shall not be liable for damages caused by a contract crew member. CL shall not be held liable for a contract crew member's failure to perform. Should a 3rd party claim be asserted, client shall indemnify and hold harmless, both the Flight Crew and CL, from all claims and damages that might result.

Additionally, any day that a crew member is reporting for duty is billable at the full days rate. This includes any crew member travel days that are not Local in Nature to and from the aircraft. If a crew member begins duty prior to 0000 local time at their home base on the first day of a trip then this will incur the full days rate. Equally, if a crew member remains on duty beyond 0000 local time at their home base on the last day of a trip then this will incur the full days rate. CL will assess crew member travel delays on a case by case basis but withholds the right to bill as described.

Further, any Crew duty day that exceeds 14 hours, inclusive of all travel time will be billed at 1.5x the full day rate of the Crew Member. This includes travel days.

Further, Crew Link reserves the right to make Crew Swaps as necessary for operational reasons. CL will occasionally need to replace an assigned Crew Member with an equally qualified Crew Member to meet operational needs, such as travel limitations, service optimization, crew duty/rest, days off. CL reserves the right to make Crew Swaps at Our sole discretion.

CANCELLATION POLICY

The Operator/Client affirms that they have reviewed the following, and understands their obligations, and agree to the terms as set forth hereunder

- Should any Trip be canceled greater than 3 days from the scheduled first duty day for the Crew Member(s), there will be no charge for Flight Crew services – except reimbursement of any incurred expenses.
- Should any Trip be canceled 3 days from the scheduled first duty day for the Crew Member(s), the Client will pay the full Daily Rate for all scheduled duty days up to a maximum of 1 day plus reimbursement of any incurred expenses.
- Should any Trip be canceled 2 days from the scheduled first duty day for the Crew Member(s), the Client will pay the full Daily Rate for all scheduled duty days up to a maximum of 2 days plus reimbursement of any incurred expenses.
- Should any Trip be canceled within 24 hours from the scheduled first duty day for the Crew Member(s), the Client will pay the full Daily Rate for all scheduled duty days up to a maximum of 3 days plus reimbursement of any incurred expenses.
- The Cancellation Policy is assessed on a per Crew Member basis. For example if multiple Crew Members have been assigned to a trip the cancellation charges will be assessed for each Crew Member.
- Cancellation fees will apply under all circumstances relating to weather conditions, aircraft related maintenance issues, Operator change of plans, or similar issues related to the aircraft or Operators circumstances.
- All cancellation policy specific dates and times are assessed based on local time of the first departure airport.

- Time is of the essence as to all above time frames stated.
- Trips in progress that are shortened by 1 Crew Member Duty Day will be treated as follows:
 - Any duty day removed from a scheduled trip in progress with greater than 3 days notice will incur no daily rate charges, only for incurred expenses.
 - Any duty day removed from a scheduled trip in progress with less than 3 days notice will be billed at the full Daily Rate plus incurred expenses.

PAYMENT TERMS

Payment terms - Unless otherwise agreed in writing, payment of all invoices shall be made within 5 business days of receipt by Client - CL will provide all invoices electronically via email & will accept payment via check, ACH or wire transfer in USD. Failure to make timely payment will mean suspension of service including any scheduled trips, a 5% late fee on any amount still due as well as 10% accrued interest or the maximum allowable by law compounded daily until fully paid. Any Trip that is greater than 5 days in length, either consecutively or in total, may, at the sole discretion of CL, be invoiced upon the completion of the 5th day with the trip being invoiced every 5th day thereafter until completion of the trip when any remaining unbilled days will be invoiced per the regular invoicing cycle.

If funds are not timely received, the client may be removed from the list of clients CL will serve and may face legal consequences. Should any accounts be outstanding more than 30 days, CL reserves the right to take all necessary legal action for which the prevailing party shall be entitled to recover their court costs and legal fees at the trial and/or appellate levels. Further, should any dispute arise as to this Agreement, proper jurisdiction shall rest according to Florida law, and proper venue shall be in Volusia County. Further, Operator grants CL a consensual lien as to the aircraft and related leases as may be applicable, for all accounts outstanding for more than 30 days.

USE RESTRICTIONS

Your permission to use CL services is conditioned upon the following use and conduct restrictions:

You agree that You will not under any circumstances:

- access the Service for any reason other than Your personal, non-commercial use solely as permitted by the normal functionality of the Service,
 - use the Service for any unlawful purpose or for the promotion of illegal activities;
 - attempt to, or harass, abuse or harm another person or group;
 - use another or a previously assigned CL crewmember without the direct permission of CLs;
 - provide false or inaccurate information when registering an account
- interfere or attempt to interfere with the proper functioning of the Service;
- bypass any robot exclusion headers or other measures We take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest, or manipulate data;

· circumvent, disable or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service.

ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through this Service, but not directly by the Site, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.

We do not guarantee the accuracy, completeness, or usefulness of any information on the Site or the Service nor do We adopt nor endorse, nor are We responsible for the accuracy or reliability of any opinion, advice, or statement made by other parties. We take no responsibility and assume no liability for any User Content that You or any other user or third-party posts or sends via the Service. Under no circumstances will We be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the service or transmitted to users. Though We strive to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable when You use or access the Site or the Service. We reserve the right, but have no obligation, to monitor the materials posted in the public areas of the Site or the Service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which We deem unlawful, offensive, abusive, harmful or malicious. E-mails sent between You and other participants that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law. The Company shall have the right to remove any material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If You become aware of a misuse of Our Service or violation of these Terms of Use, please contact us at info@flycrewlink.com.

LIMITATION OF DAMAGES; RELEASE

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SITE, THE SERVICE, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM: (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICE; (C) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH USE OR WITH ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME

MODIFICATION OF TERMS OF USE

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is Your sole responsibility to check the Site from time to time to view any such changes in this agreement. Your continued use of the Site or the Service signifies Your agreement to Our revisions to these Terms of Use. We will endeavor to notify You of material changes to the Terms by posting a notice on Our homepage and/or sending an email to the email address You provided to us upon registration. For this additional reason, You should keep Your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of Our officers. No purported waiver or modification of this agreement on Our part via telephonic or email communications shall be valid.

GENERAL TERMS

If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on Our part to enforce any provision of this agreement will not be considered a waiver of Our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

You agree that any cause of action related to or arising out of Your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, You agree that such cause of action is permanently barred.

These Terms of Use and Your use of CLs services and websites are governed by the federal laws of the United States of America and the laws of the State of Florida without regard to conflict of law provisions. In the event of litigation, the prevailing party shall be entitled to recover costs, and legal fees both at the trial and appellate levels.

We may assign or delegate these Terms of Service and/or Our Privacy Policy, in whole or in part, to any person or entity at any time with or without Your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without Our prior written consent, and any unauthorized assignment or delegation by You is void.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

THE UNDERSIGNED CERTIFIES THAT THEY HAVE THE FULL AUTHORITY TO
ENTER INTO THIS AGREEMENT ON BEHALF OF THE CORPORATE OR INDIVIDUAL
AIRCRAFT OWNER OR LESSEE