

**AIRCRAFT CHARTER AGREEMENT**

FOR FLIGHT SCHEDULE # XXXXXX

**THIS AIRCRAFT CHARTER AGREEMENT** is made on this day \_\_\_\_\_

1) **JET AVENTURE « commercial name: JET AVENTURE »** a Canadian company and having its principal place of business at 428 Rang de grès, Saint Étienne des Grès, QC, G0X 2P0 (telephone: 819-609-9358; email: [pilote@hydravion.ca](mailto:pilote@hydravion.ca)), and

2) \_\_\_\_\_ a corporation duly constituted and validly existing under the laws of ##### with its principal place of business at \_\_\_\_\_, (telephone: \_\_\_\_\_; email: \_\_\_\_\_; attention: \_\_\_\_\_) ("**the Customer**")

Each a "**party**" and together the "**parties**",

**IT IS HEREBY AGREED** that, subject to the terms and condition of this Agreement, JET AVENTURE, shall provide the aircraft specified below for the performance of the Flight Schedule (as described in clause 2.1 below) for the Customer’s use, and the Customer shall take the Aircraft on charter.

The parties acknowledge and agree that this Agreement is comprised of two sections. Section 1 sets out the commercial terms and Section 2 sets out the General Terms and Conditions applicable to this Agreement. Both sections are an integral part of this Agreement and together constitute the entirety of this Agreement.

**SECTION 1**

<b>1</b>	<b>Aircraft</b>	
1,1	Aircraft Type:	C550
	Registration:	C-FYRQ
	Capacity:	8 P
	Baggage	45 Lbs x P



(the "Aircraft" which shall also include any substitute aircraft provided by JET AVENTURE pursuant to this Agreement)

**2. Flight Schedule:**

2.1

Date	From	To	ETD	ETA	FT

For the avoidance of doubt, the parties acknowledge and agree that the "Flight Schedule" shall consist of the flight specified in this clause 2.1, any other additional flights performed by JET AVENTURE pursuant to this Agreement and, for the purpose mentioned in clause 6 below, any positioning flight of the Aircraft.

**3. Meeting Point and Passenger Manifest**

3.1 The meeting point for the Flight Schedule shall be TROIS RIVIÈRES Airport or such other location as the parties may agree based on the Flight Schedule. Pursuant to applicable laws, rules and regulations including but not limited to those of civil aviation and immigration authorities, the Customer must deliver to JET AVENTURE a passenger manifest including passport details of each passenger of the Flight Schedule by the deadline specified at clause 8.3 of Section 2 below, failing which JETAVENTURE reserves the right to treat such failure as a cancellation by the Customer who will then pay to JET AVENTURE the cancellation charges as per clause 6 below. The Customer acknowledges having read and understood clauses 2.4 and 8.3 of Section 2 below.

**4. Charter Price**

4.1 The Customer will pay JET AVENTURE the charter price of ##### CAD for the Aircraft.

**5. Payment Terms and Conditions**

5.1 The Customer will pay JET AVENTURE the Charter Price and any and all other amounts due under this Agreement in accordance with clause 4 of Section 2 below.

**6. Cancellation**

6.1 The Customer shall pay the following cancellation charges when notice of cancellation is received by JET AVENTURE

6.1.1 more than forty-eight (48) hours before the scheduled Departure Time of the first flight of the Flight Schedule.

- twenty five per cent (25%) of the total Charter Price;

6.1.2 forty-eight (48) hours or less before the scheduled Departure Time of the first flight of the Flight Schedule - fifty per cent (50%) of the total Charter Price;

6.1.3 after the scheduled Departure Time of the first flight of the Flight Schedule (whether or not notice is given) - one hundred per cent (100%) of the total Charter Price.

The Customer acknowledges and agrees that, for the purpose of determining when notice of cancellation is received by JET AVENTURE, the date and time of commencement of any positioning flight of the Aircraft to the meeting point pursuant to clause 3 shall be regarded as the first flight of the Flight Schedule.

6.2 Any notice of cancellation sent by the Customer must always be in writing and sent to JET AVENTURE in accordance with this Agreement.

**Signed by** the parties or by their duly authorized signatories:

<b>JET AVENTURE</b>	#####
<b>I certify that I am duly authorised to sign this Agreement on behalf of Royal Jet</b>	<b>I certify that I am duly authorised to sign this Agreement on behalf of Customer</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Name :</b>	<b>Name :</b>
<b>Title :</b>	<b>Title :</b>
<b>Date :</b>	<b>Date :</b>

**SECTION 2:**

**JET AVENTURE General Terms and conditions for Aircraft Charter**

**1 Provision of the Aircraft**

1.1 JET VENTURE shall provide the Aircraft for the Customer’s use, properly equipped, manned and fuelled. The crew, who shall be JET AVENTURE employees, servants or agents, shall, except as otherwise provided in this Agreement, fly the Aircraft on the Flight Schedule and any additional flights as contemplated in clause 2.3 below. JET AVENTURE employees, servants or agents shall follow JET AVENTURE instructions only.

**2 Flight Schedule and Meeting Point**

2.1 JET AVENTURE performance of the Flight Schedule (or any part thereof) is subject to the Aircraft and crew availability, slot coordination and valid authorization being granted in a timely manner by the appropriate public and government authorities (including, but not limited to, applicable civil aviation authorities and airport authorities).

2.2 The Flight Schedule specified in clause 2 of Section 1 above has been prepared to take account of relevant statutory and other official flight time limitation requirements. JET AVENTURE reserves the right to make additional charges if, for reasons beyond JET AVENTURE control, it is necessary to provide additional crew or position replacement crew to continue the Flight Schedule (or any part thereof) and JET AVENTURE will have no liability or responsibility to the Customer or any other party for any delay to passengers, baggage or cargo so occasioned.

2.3 If the Customer requests the use of the Aircraft for any flight(s) and/or services other than as specified in the Flight Schedule set forth at clause 2 of Section 1 above, without prejudice to JET AVENTURE absolute right to refuse such request, if JET AVENTURE agrees to perform any such flight(s) and/or services, the Customer shall, on demand, pay to JET AVENTURE in respect of such flight(s) and/or services, such sum(s) as JET AVENTURE shall notify to the Customer as the amount for such additional flight(s) and/or services, together with all fees and charges incurred, arising from, out of, or in connection with JET AVENTURE performance of each additional flight and/or service including, without prejudice to the generality of the foregoing, landing fees, hangarage fees, parking fees, navigation fees, ground service and handling fees, customs duties and fees, fuel and fuel surcharge, airport surcharges, High Risk Premiums, accommodation, meals and refreshment charges for passengers and crew and all other associated costs and expenses thereby incurred. In case of deviations in the Flight Schedule from that specified in clause 2 of Section 1 above, the Customer shall pay the revised charges as per the revised flights, if applicable.

2.4 The Customer acknowledges and agrees that all passengers and baggage must be ready for embarking and loading thirty (30) minutes prior to the scheduled Departure Time of each flight of the Flight Schedule. The Customer further agrees that a failure to ensure that all passengers and baggage are ready for embarking and loading as described above may result in delay to, or even cancellation of, such flight and to this end the Customer releases JET AVENTURE from any and all liability, damage, penalty, loss, judgment, cost or expense which is incidental there to, which may be suffered by the Customer as a result of such delay or cancellation and, in the case of cancellation, agrees to pay JET AVENTURE a cancellation fee as per clause 6 of Section 1 above.

### **3. JET AVENTURE discretion**

3.1 Save as provided in clause 7 below, if the Aircraft shall for any reason whatsoever (whether before or after commencement of the Flight Schedule) become unavailable or incapable of undertaking or continuing such Flight Schedule (or any part thereof), JET AVENTURE may, at its discretion, substitute an aircraft of the same or another type as the Aircraft and the provisions of this Agreement shall apply to the substituted aircraft and such substitute aircraft shall be the “Aircraft” for the purposes of this Agreement. If JET AVENTURE does not elect to substitute another aircraft, it shall notify the Customer as soon as possible and JET AVENTURE shall be relieved of its obligations to provide the Aircraft for the Flight Schedule (or any part thereof) which can no longer be undertaken by reason of the unavailability or incapacity of the Aircraft and JET AVENTURE shall be under any no liability to the Customer other than to refund to the Customer such part of the Charter Price which relates to the cancelled Flight Schedule (or any part thereof). All costs and expenses incurred by JET AVENTURE in providing or procuring a substitute aircraft will be borne solely by the Customer and will be invoiced to the Customer in accordance with this Agreement.

3.2 The captain of the Aircraft (the “**Captain**”) shall have absolute discretion to decide what load, including the number of passengers, may safely be carried in the Aircraft on any particular flight and how such load shall be distributed, whether, how and when a flight may be safely undertaken and when, how and where the Aircraft shall be landed. All such decisions of the Captain shall be final and binding on the Customer and JET AVENTURE, JET AVENTURE shall not be liable to the Customer for any loss, damage, costs or claims of whatsoever nature and how so ever arising as a result of any such decision by the Captain.

3.3 The amount and weight of accompanied baggage shall be at JET AVENTURE discretion having regard to the limitation of the Aircraft.

3.3.1 The following or like articles, namely, live animals, firearms or ammunition may only be carried with JET AVENTURE written consent which consent may, in JET AVENTURE absolute discretion, be withheld. If JET AVENTURE consents to the carriage of any firearms and/or ammunition, the Customer shall deliver such firearms and/or ammunition to JET AVENTURE in a lockable, metal container which will be kept under the control of JET AVENTURE for the duration of the relevant flight of the Flight Schedule. The key to the container shall be retained by the Customer.

3.3.2 The following or like articles, namely, explosives, combustible materials, and other such hazardous cargo, including (without limitation) those listed on the current edition of the IATA Dangerous Goods Regulation or such other re-enactment of that Regulation, shall not be carried on board any flights.

JET AVENTURE may inspect and examine any baggage or cargo belonging to any passenger whether accompanied or not. Furthermore and without prejudice to the foregoing, JET AVENTURE may refuse to carry any baggage considered by the

Captain or by any other responsible employee, servant or agent of JET AVENTURE, to be unsuitable for carriage by air whether by its nature or any applicable laws or regulations of the state of registration of the Aircraft, Canada or of any country to, from or over which the Aircraft may be flown.

3.4 If, for reasons of safety or other operational reasons not being the fault of JET AVENTURE or attributable to the Customer or any passengers, the Aircraft is diverted from any scheduled destination set forth in the Flight Schedule specified in clause 2 of Section 1 above, JET AVENTURE shall use its reasonable endeavours to procure that, as soon as reasonably practicable after arrival at such alternate destination, the Aircraft is flown to its scheduled destination. JET AVENTURE shall have no liability or responsibility to the Customer or any other party for any delay to passengers, baggage or cargo so occasioned. The Customer will pay the additional costs and expenses incurred by JET AVENTURE as a result of the diversion and/or the flight to the scheduled destination.

#### **4. Charter Price**

4.1 The Charter Price includes, standard catering charges, the costs incurred in the operation of the Aircraft, the costs of crew, fuel (including any fuel surcharge), oil, lubricants, maintenance, insurance (including High Risk Premiums), landing and navigation fees, airport charges and similar operational expenses.

4.1.1 The Charter Price does not include SATCOM & WIFI charges, royalties, non-objection fees, customs duties, taxes, levies or charges assessed or imposed by any applicable authority upon the execution or performance of this Agreement or the carriage, embarkation or disembarkation of passengers or ground transportation of passengers and their baggage for which the Customer shall be responsible or any other amounts for which the Customer is responsible hereunder, all of which shall be paid by the Customer in accordance with this Agreement.

4.2 The Customer will pay to JET AVENTURE the Charter Price specified in this Agreement and shall be responsible for, and will promptly pay JET AVENTURE on demand, any other additional costs, charges and expenses payable hereunder. For purposes of the Customer's payment obligations hereunder, time shall be of the essence and non-payment of any due amount shall entitle JET AVENTURE to suspend or cancel the Flight Schedule (or any part thereof) without warning or liability and without prejudice to JET AVENTURE right to claim from the Customer any and all monies due and payable to JET AVENTURE. In cases where payment for any part of sums due from the Customer to JET AVENTURE is made by a third party such third party shall be deemed as the Customer's authorized agent and the payment treated as made on behalf of the Customer.

4.3 The Charter Price is based on JET AVENTURE costs, charges and expenses at the date hereof. In the event of any increase of such costs, charges and expenses of

whatsoever nature and howsoever arising between the date hereof and the completion of the Flight Schedule, JET AVENTURE shall be entitled to increase the Charter Price by a sum equal to any extra amount incurred, or to be incurred, in completing the Flight Schedule as a result of any such increase in any such costs, charges or expenses.

Any amounts payable (as mentioned in clause

4.1.1 above) by the Customer pursuant to this Agreement shall be notified to the Customer as soon as reasonably practicable and shall be paid by the Customer in accordance with this Agreement.

## **5. Catering**

5.1 Catering will be provided by JET AVENTURE in accordance with the Customer's requirements as notified by the Customer to JET AVENTURE at least forty-eight (48) hours prior to the scheduled Departure Time of each flight of the Flight Schedule. Catering will be of a VIP standard as set forth in a sample menu provided by JET AVENTURE to the Customer. The charges for such catering shall be included in the Charter Price provided however that any items requested by Customer and not appearing on the sample menu will be provided at cost plus a standard handling fee of five per cent (5%).

## **6. Payment Terms and Conditions**

6.1 Without prejudice to clause 6.2 below, the Customer shall pay JET AVENTURE twenty five per cent (25%) of the Charter Price upon signing this Agreement and the remaining seventy five per cent (75%) of the Charter Price shall be paid to JET AVENTURE no later than seventy two (72) hours prior to the scheduled Departure Time of the first flight of the Flight Schedule.

6.2 It is a condition precedent to Royal Jet' JET AVENTURE performance of the Flight Schedule that one hundred per cent (100%) of the Charter Price shall have been paid by the Customer and received by JET AVENTURE in cleared funds, net of any and all bank charges and other deductions no later than seventy two (72) hours prior to the scheduled Departure Time of the first flight in the Flight Schedule.

6.3 All invoiced amounts payable to JET AVENTURE pursuant to this Agreement shall be made in full, cleared funds, to JET AVENTURE bank account details of which are as follows:

Bank Name: CAISSE CENTRALE DESJARDINS, Montréal, Canada

Name: JET AVENTURE

Branch: CC081510101 Account No: 0815 10101 0835926 (Institution 3, transit 5, account 7)

#SWIFT/BIC CODE Number: CCDQCAMM

Currency: CAD

Code: #####

6.4 JET AVENTURE reserves the right not to undertake the Flight Schedule if the Charter Price is not paid in full prior to the date of scheduled Departure Time of the first flight of such Flight Schedule.

## **7. Non-performance or delay**

7.1 In the event of non-performance or delay caused by any circumstances whatsoever beyond the reasonable control of JET AVENTURE including, but not limited to, acts of terrorism, acts of third parties, labour difficulties, force majeure (including but not limited to inclement weather), technical breakdown, accident to the Aircraft (or any part thereof), or any machinery to be used in relation to the Aircraft, JET AVENTURE shall use its reasonable endeavour to perform or continue the Flight Schedule but otherwise shall have no liability to the Customer, its directors, officers, employees, servants or agents or any passengers for such non-performance or delay.

7.2 Notwithstanding clause 7.1 above, the Customer shall be liable to pay JET AVENTURE such part of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed together with all passenger expenses and any additional charges payable by the Customer pursuant under this Agreement.

## **8. Laws and Traffic Regulations**

8.1 The Aircraft shall be used only in compliance with the laws and regulations of the relevant authorities of the state of registration of the Aircraft, Canada or any other country to, from or over which the Aircraft is flown. JET AVENTURE shall, at its own expense, apply for and use its reasonable endeavour to procure the grant of all licences or permits required by the laws of the state of registration of the Aircraft, Canada and of any other country to, from or over which the Aircraft is to be flown for the performance of the Flight Schedule.

8.2 JET AVENTURE shall supply and complete such documents relating to the carriage undertaken pursuant to this Agreement as JET AVENTURE in its absolute discretion considers necessary and, when requested by JET AVENTURE the Customer shall give to JET AVENTURE in good time, all information and assistance required to complete such documents.

8.3 The Customer will deliver a passenger manifest including passport details of each passenger to JET AVENTURE at least twenty four (24) hours prior to the scheduled Departure Time of each flight of the Flight Schedule. The Customer will promptly notify JET AVENTURE of any change to such passenger manifest prior to departure of each such flight. The Customer agrees that a failure to provide such passenger manifest or to notify of any change to such passenger manifest as required above may result in delay to, or even cancellation of, such flight and to this end the Customer releases JET AVENTURE from any and all liability, damage, penalty, loss, judgment, cost or expense which is incidental thereto, which may be suffered by the Customer as a result

of such delay or cancellation and, in the case of cancellation, agrees to pay JET AVENTURE a cancellation charge as per clause 6 of Section 1 above.

8.4 The Customer represents and warrants to JET AVENTURE that, at the time of commencement of each flight of the Flight Schedule, all passengers will hold all necessary passports, visas, health and other certificates necessary to secure transit through any intermediate points and entry into the country of destination of such flight. In the event that any immigration authorities refuse entry to any passenger(s) and JET AVENTURE is required to transport such passenger(s) to the point of origin of the flight or to any other destination then the cost of so doing shall be payable by the Customer to JET AVENTURE in accordance with this Agreement. Where notices or information are delivered to the Customer or its agents by JET AVENTURE for distribution to passengers, the Customer warrants and undertakes to JET AVENTURE that it will effect delivery of such notices or information to the passengers at a reasonable time prior to the commencement of each flight of the Flight Schedule and shall indemnify JET AVENTURE, its directors, officers, employees, servants and agents against any and all claims liabilities, costs and expenses which result from any failure by the Customer to effect such delivery.

8.5 The Customer will comply with and shall use its best endeavour to cause all passengers and owners of goods or other persons having an interest in goods carried in the Aircraft to observe and comply with all traffic regulations of JET AVENTURE and all customs, police, public health and other laws and regulations which are applicable in the state of registration, Canada and the countries in which each flight of the Flight Schedule originates, landings are made or over which such flights are made.

## **9. Notices**

9.1 Any notice required to be given hereunder shall be given by sending the same by electronic transmission, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose. If sending by electronic transmission, notice shall be deemed to have been given at the time of dispatch with confirmed transmission report or equivalent stating the correct email address and if sending by post, notice shall be deemed to have been given on the day on which it would have been received in due course of post.

## **10. Liability of JET AVENTURE**

10.1 JET AVENTURE does not undertake any carriage as a common carrier or accept the obligations of a common carrier. JET AVENTURE does not accept any liability (including without limitation indirect or consequential loss) whether for death to, or injury or delay of, passengers or loss of, damage to, or delay of, baggage or cargo howsoever arising, and whether occasioned by JET AVENTURE, its directors, officers,

employees, servants, agents or subcontractors and any such liability being hereby excluded, insofar as permitted under applicable law.

10.2 Carriage shall be subject to the rules and limitation relating to liability and to all other provisions established by the Warsaw Convention or by the Warsaw Convention as amended from time to time and/or by any other treaty or convention applicable to such carriage insofar as such carriage is “international carriage” as therein defined. Carriage which is not so governed shall be subject to all applicable laws which extend provisions of the Warsaw Convention to such carriage or which otherwise limit JET AVENTURE liability.

## **11. Indemnity**

11.1 The Customer shall indemnify JET AVENTURE, its directors, officers, employees, servants, agents and subcontractors (on a full indemnity basis) against any and all claims, costs and expenses (including legal fees and costs) in respect of any:

11.1.1 liability of JET AVENTURE to third persons (including but not limited to passengers, consignors and consignees) for any loss or damage of whatsoever nature arising out of the negligence, wilful misconduct or any act or omission of the Customer, its directors, officers, employees, servants or agents or any passenger carried by authority of the Customer; and

11.1.2 loss or damage of whatsoever nature suffered by JET AVENTURE, its directors, officers, employees, servants, agents or subcontractors, or to any equipment (including the Aircraft) belonging to JET AVENTURE, its directors, officers, employees, servants, agents or subcontractors arising out of the negligence, wilful misconduct or any act or omission of the Customer, its directors, officers, employees, servants or agents or any passenger carried by authority of the Customer and whether tortuous or constituting a breach of this Agreement.

## **12. Termination by Either Party**

12.1 Subject to clauses 13 and 14 below, either party may terminate this Agreement, by giving written notice to the other;

12.1.1 at any time before the time specified for the commencement of the first flight set out in the Flight Schedule; or

12.1.2 at any time if the other party commits any breach of this Agreement or commits an act of insolvency or becomes insolvent or enters into any arrangement or composition with its creditors or, being an individual, dies or, being a partnership, is dissolved or being a corporation, passes a resolution or has a petition presented for winding up (otherwise than for the purpose of merger or reconstruction only).

12.2 Any termination of this Agreement pursuant to this clause 12 will be without prejudice to JET AVENTURE accrued rights under this Agreement or in respect of the

matter leading to termination (and in particular without prejudice to JET AVENTURE rights under clause 10 above).

### **13. Consequences of Termination by JET AVENTURE**

13.1 If this Agreement is terminated by JET AVENTURE pursuant to:

13.1.1 clause 12.1.1 above, then the Customer shall not be liable to pay the Charter Price and JET AVENTURE shall repay to Customer the Charter Price (or any part thereof) made by the Customer but shall be under no further obligation or liability to the Customer by reason of such termination; or

13.2 clause 12.1.2 above, then the Customer shall be liable to pay to JET AVENTURE the appropriate cancellation charges referred to in clause 6 of Section 1 above together with such part of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed and any and all additional charges, costs and expenses payable by the Customer under this Agreement and JET AVENTURE shall be under no further obligation or liability to the Customer by reason of such termination.

### **14. Termination by the Customer**

14.1 If this Agreement is terminated by the Customer pursuant to:

14.1.1 clause 12.1.1 above, the Customer shall, without prejudice to any other payment obligations of the Customer hereunder, be liable to pay to JET AVENTURE the appropriate cancellation charges referred to in clause 6 of Section 1 above; and 14.1.2 pursuant to clause 12.1.2 above, then the Customer shall be liable to pay to JET AVENTURE such portion of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed together with any and all additional charges, costs and expenses payable by the Customer under this Agreement.

### **15. Confidentiality**

15.1 This Agreement is strictly confidential between the parties and shall not, without the prior written consent and mutual agreement of the other party, be disclosed by either party, in whole or in part, by any means whatsoever, to any third party (except as required by applicable law, or to such party's accountants, bankers or legal advisers). If disclosure is required as a result of applicable law, the parties shall co-operate with one another to obtain confidential treatment as to the commercial terms and other material provisions of this Agreement.

### **16. Assignment**

16.1 The Customer shall not be entitled to assign the benefit of this Agreement to any other person without the prior written consent of JET AVENTURE, which consent may not be unreasonably withheld or delayed but JET AVENTURE may procure the vicarious performance of its obligations hereunder by any other person or company.

## **17. Variation, waiver, and severance**

17.1 A variation of this Agreement shall not be effective unless it is in writing and signed by the duly authorized representatives of both parties.

17.2 The failure of either party to enforce, at any time, any provision of this Agreement or to require, at any time, the enforcement of any provision of this Agreement shall in no event be construed to be a present or future waiver of such provision.

17.3 The express waiver by either party of any provision of this Agreement shall not constitute a waiver of any future obligation to comply with such provision or condition.

17.4 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17.5 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## **18. Miscellaneous**

18.1 This Agreement constitutes the whole agreement between the parties and supersedes any arrangements, understanding, or previous agreement (whether oral or written) between them relating to the subject matter concerned.

18.2 Each party acknowledges that in entering into this Agreement, it does not rely on and shall have no remedy in respect of, any statement, representation, assurance or warranty of any kind other than as expressly set out in this Agreement.

18.3 Nothing in this clause operates to limit to exclude any liability for fraud.

18.4 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other form of association or co-operative arrangement between the parties and Customer shall have no authority to bind JET AVENTURE to third parties.

18.5 The provisions of clauses 11, 12.2 and 15 in Section 2 shall survive the termination of this Agreement.

18.6 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be deemed to be an original but all such counterparts, when taken together, shall constitute a single instrument.

18.7 Each person in whose favour any indemnity is expressed to be given in this Agreement may in their own right enforce such indemnity.

18.8 Except as provided in Clause 18.7, no person other than a party may enforce this Agreement.

## **19 Governing law and jurisdiction**



by JET AVENTURE

19.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the federal laws of Canada and the parties irrevocably agree that the Courts of Canada shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement.

Signatures

**Initials:**

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