General Terms of Agreement ("GTA")

This GTA provides common terms and conditions which apply to the provision by NEXUS of Goods or Services supplied or provided by NEXUS under the Letter of Agreement NEXUS addresses to the Client, a Purchase Order or any other arrangement made between NEXUS and the Clients identified below.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of the Letter of Agreement and this GTA shall have the respective meanings hereinafter specified:

"AOC" means Aircraft Operating Certificate;

"Client" means the addressee of the Letter of Agreement or other counterparty to NEXUS under an agreement to provide Good or Services;

"Effective Date" means the date the Client signs a copy of the Letter of Agreement or otherwise accepts NEXUS' offer in connection with the provision of Goods or Services;

"Event of Default" means any of the events specified in Paragraph 9.1;

"Expiry Date" means the first anniversary of the Effective Date, subject to any extension made pursuant to Paragraph 22;

"Force Majeure" means, without limitation, acts of God, loss or damage to the aircraft in an accident or other calamity, seizure or hijacking, airport closure, quarantine restrictions, fire, flood, explosion, earthquake, riots or civil commotion, strike or labour dispute or labour stoppage, war or hazards or dangers incident to a state of war, any act of government allocation, regulation or order, or any acts, matters or things, whether or not of a similar nature beyond the control of either Party;

"Goods" means any supplies, fuels, spares, lubricants, consumables, comestibles or other goods;

"Goods or Services" has the same meaning as in the Letter of Agreement;

"ID Card" means each ID Card provided subject to Paragraph 4.2 and the other applicable Paragraphs of this GTA in connection with the provision of the Goods or Services;

"Invoiced Costs" means the costs of all Goods or Services, administration charges, third party charges, including, without limitation, charges for communications made or accepted on Client's behalf, and any other amounts payable by Client to NEXUS hereunder invoiced by NEXUS to the Client from time to time pursuant to Paragraph 6.1;

"Losses" means any and all liabilities, claims, demands, suits, judgments, damages and losses including the costs, expenses and reasonable legal fees connected therewith or incident thereto;

"NEXUS Fuel Card" means each card so named issued to Client under the NEXUS Fuel Program;

"NEXUS Fuel Program" means the program detailed in the Second Schedule;

"Services" means the Flight Operations Services and Ancillary Services set out in the Second Schedule to the Letter of Agreement;

"Term" commences on the Effective Date and ends on the Expiry Date;

"Termination Date" means any date other the Expiry Date on which the Term may terminate in accordance with the provisions of this GTA.

1.2 Interpretation

(a) All of the provisions of this GTA (other than where expressly stated to be representations or warranties), where the context requires, are to be construed as covenants as though the words importing such covenants were used in each separate Paragraph hereof.

(b) Except where the context does not so admit, references in this GTA to Clauses and Schedules are unless
otherwise specified, references to Clauses of, and Schedules to and references to the Letter of Agreement and references to the Letter of Agreement includes its Schedules.

c) Where the context so admits, words importing the singular number only shall include the plural and vice versa and words importing the neuter gender shall include the masculine or feminine gender,

d) Headings in this GTA are for ease of reference only.

2 MANAGEMENT, TERM AND DELIVERY

2.1 Agreement for the provision of Goods or Services

(a) Subject to the terms and conditions of this GTA and subject to any necessary regulatory approvals, the Client by Purchase Orders or otherwise as contemplated in the Letter of Agreement may require NEXUS to supply the Goods or Services or any of them set out in the Second Schedule to the Letter of Agreement.

(b) For the avoidance of doubt, the Client acknowledges and agrees that NEXUS does not hold an AOC and the Services do not include any services in respect of the Aircraft which would require NEXUS to hold an AOC nor will NEXUS agree to provide any such services.

2.2 Term

(a) The Term will automatically be extended after the Expiry Date for successive one (1) year periods in which case the last day of any such extension shall become the Expiry Date unless:

(i) Client terminates this Agreement by giving written notice to NEXUS no later than thirty (30) days prior to the then applicable expiry Date;

or

(ii) the Agreement is otherwise terminated in accordance with Paragraph 10.

(b) The Client may terminate the Term by giving less than the thirty (30) days' notice specified in Paragraph 2.2(a), provided the Client shall then indemnify NEXUS and shall pay on demand all Losses incurred by NEXUS arising from or in connection with, the early termination.

3 AUTHORISATIONS

NEXUS and the Client each severally represents and warrants to the other that it has authority to enter into and perform its respective obligations under the Letter of Agreement and shall obtain and maintain in full force and effect all certificates, licences, permits and authorisations required by all applicable laws to enable it to perform its respective obligations under this GTA.

4 FLIGHT OPERATIONS AND ANCILLARY GOODS OR SERVICES

4.1 Use by Client

(a) The Goods or Services and any associated materials are for the sole and exclusive use of the Client.

(b) Client agrees and acknowledges that information provided in connection with the Goods or Services is subject to the covenant of confidentiality contained in Paragraph 14.6, export and/or release restrictions, and may not be disclosed, exported or released to any third party without ensuring that such disclosure, export or release does not violate any disclosure restrictions, and/or the export control laws and regulations of the Kingdom of Bahrain or the Kingdom of Saudi Arabia. Client agrees to obtain prior authority required for any proposed disclosure, export or release.

4.2 1D Cards

The Client agrees that any ID Card issued to it shall not be used to bypass or evade airport security checks, procedures, or devices or for airline passes or reduced fares.

4.3 Credit Services

NEXUS retains absolute and continuing discretion to grant or refuse cash advances and to enforce credit limits, provided that the
Aircraft’s Captain or crew may receive cash advances and charge Goods or Services to Client’s account with NEXUS up to the limit prescribed from time to time by NEXUS. Goods or Services including but not limited to the provision of fuel obtained through such credit or by the use of the NEXUS Fuel Card, represent sale transactions under which title to all Goods involved passes directly from the provided to Client. The title to fuel passes when the fuel passes the fuelling flange on Client’s Aircraft.

4.4 **NEXUS Fuel Programme**

If client wishes to participate in the NEXUS Fuel Program, Client agrees with NEXUS that each NEXUS Fuel Card issued to it may be used:

(a) only for identification purposes by persons authorised by Client;

(b) for presentation to fuel providers designated in the fuel location guide then in effect;

(c) if one or more Aircraft registration numbers is embossed on the NEXUS Fuel Card, then only to obtain aviation turbine fuel and other services for such Aircraft; and

(d) prior to the earlier of the expiration date of the NEXUS Fuel Card, or the date Client is notified that the privileges accorded by the NEXUS Fuel Card have been suspended or cancelled.

The NEXUS Fuel Card shall at all times remain the exclusive property of NEXUS, who shall be entitled, without liability and for any reason, upon notice to Client, to suspend or cancel the NEXUS Fuel Card and all related privileges. Upon receipt of such notice, Client will immediately cease use of, and surrender or return the NEXUS Fuel Card as directed by NEXUS. In the event of loss, theft, or unauthorised use of a NEXUS Fuel Card, immediate notice by telephone followed by written notice must be given to NEXUS as per the notice details provided herein.

4.5 **Fuel Prices**

NEXUS shall publish its fuel price periodically. This shall list airports where NEXUS has arranged for contract fuel, and indicative prices for fuel at such airports at the time the price book is published. Current prices for Clients at such airports will be available and provided to Client upon request. Unless other arrangements are confirmed prior to a fuel uplift, charges to Client shall be as notified to Client, but such prices are subject to change without notice. Client understands that NEXUS shall receive a service fee for developing, coordinating and maintaining the NEXUS Fuel Program, which is customarily included in the stated prices.

4.6 **Catering**

Client acknowledges that catering is provided by subcontractors of NEXUS. Consequently and without limitation NEXUS accepts no responsibility for any failure by a catering service provider to provide any specially requested catering items or for the unavailability of such items for any specific flight.

4.7 **Withholding of services**

If, at any time, NEXUS, in its sole discretion regards the creditworthiness of the Client to be unacceptable for any reason, NEXUS may, with or without notice, discontinue the provision of the Goods or Services or any credit then provided until the Client provides acceptable security to NEXUS.

4.8 **Client to provide information**

Client shall provide the information required pursuant to Section 9 of the Flight Operations Centre Manual (a copy of which is provided herewith) and any other information required pursuant thereto or reasonably requested by NEXUS.

5 **PRICES AND CHARGES**

5.1 **Flight Operation and Ancillary Goods or Services**

Charges to be invoiced and levied by NEXUS to the Client for the provision of the Services to the Client are set out in the Second Schedule or the Purchase Order Form. Prices for any Goods or Services not set out in the Second Schedule shall be determined by NEXUS in its reasonable discretion. NEXUS may adjust its charges after each automatic renewal of this GTA under Paragraph 2.2 (b) provided that it has given the Client thirty (30) days advance notice of such new charges.

5.2 **Third Party Charges**

The charges set out in the Second Schedule/the Purchase Order Form do not include any costs, charges or disbursements in respect of the Goods or Services owed to third parties ("third party charges"), which
(b) communications;

(c) handling of flights, parking, stopover, and other trip support arrangements, and/or charges for delayed or cancelled flights, or cancelled guaranteed hotel reservations; or

(d) any other charges, fees or taxes, including without limitation navigation or airspace charges, imposed or levied on Client or NEXUS in connection with Clients flight by the airport, customs or other governmental or quasi-governmental authorities.

5.3 Administration Charges

An administration charge of [•] % will be added to each disbursement of funds and third party charges made or arranged by NEXUS on client’s behalf. However, for fuel uplifts, an administration charge will only be added at locations that do not have a contract with NEXUS. The administration charge is to compensate NEXUS for establishing and maintaining its worldwide network of service providers, goods and cash to clients of NEXUS in reliance on NEXUS’s credit, including administering invoices from and payment to such service providers, and processing invoices and payments on clients’ accounts.

6 INVOICES

6.1 Invoiced Costs

Within fifteen (15) days of the end of each month throughout the Term, NEXUS shall submit an invoice to Client setting out Invoiced Costs in the preceding month or months, as the case may be. Client shall pay to NEXUS the Invoiced Costs within fifteen (15) days of the date specified on each invoice. Invoices by mail or electronically transmitted text message shall be considered original invoices.

6.2 No withholding

All payments made under this GTA shall be made without any deduction or withholding.

6.3 Currency of Payment

All payments to be made hereunder shall be made in United States Dollars by telegraphic bank transfer of immediately available United

6.4 Invoices under investigation

(a) Unless disputed in writing by Client within ten (10) days of invoice date, all invoices shall be deemed correct and accepted by Client. Inquiries pertaining to charges for Goods or Services or goods provided by third parties and consequently subject to third Party Charges will be forwarded by NEXUS to the third party concerned.

(b) If NEXUS has paid a third party prior to notice of Client’s dispute inquiry, Client is responsible to reimburse NEXUS. In full on demand, subject to credit or refund by NEXUS to the extent a refund or credit is received from the third party. No dispute with such third party shall relieve Client of its obligation to reimburse undisputed portions of any invoice to NEXUS in accordance with this Paragraph 6.4.

7 INSURANCE

At all times during the term of this GTA, Client shall maintain in force insurance providing coverage for Client’s flight operations, including, without limitation, aircraft liability insurance covering bodily injury to passengers or other third parties, and property damage. NEXUS shall be named in such insurance as an additional insured and entitled to the benefit of such insurance to satisfy Client’s indemnification obligations to NEXUS, and Client, to the extent permitted by the policy, waives subrogation rights thereunder.

8 LIABILITY, DISCLAIMERS, RELEASE AND INDEMNITY

8.1 Services Providers

Providers of Goods or Services to Client are independent contractors, and NEXUS does not supervise their operations. Although NEXUS believes such Goods or Services providers are responsible and reliable, NEXUS undertakes no investigation with and disclaims and excludes responsibility for:
(a) The acts and omissions of providers of Third Party Services;

(b) The quality of Goods or Services sold or delivered by service providers; or

(c) For any defects therein.

notwithstanding that NEXUS may share in the revenue from the operations of such service providers. Selection of service providers to sell and deliver Goods or Services who are authorised and permitted by authorities regulating the decision of the Goods or Services shall fully discharge any NEXUS duty of care in connection with the selection of service providers and to that effect THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE SUPPLIER AND THE NEXUS SET FORTH IN THIS GTA ARE EXCLUSIVE AND INSubSTITUTION FOR, AND NEXUS HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE SUPPLIER AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF NEXUS AGAINST THE SUPPLIER ITS OFFICERS AGENTS EMPLOYEES SUCCESSORS OR ASSIGNS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE IN CONNECTION, WITH OR AS A RESULT OF THE DISCHARGE OF OBLIGATIONS UNDER THIS GTA OR ANY PURCHASE ORDER INCLUDING WITHOUT LIMITATION WITH RESPECT TO ANY NON-COllORMANCE OR DEFECT IN ANY MATERIALS AND INFORMATION, SERVICES (INCLUDING BUT NOT LIMITED TO FLIGHT SERVICES, TECHNICAL ASSISTANCE, TECHNICAL CONSULTING, REPAIRS, MODIFICATIONS AND TRAINING), OR ANY OTHER THINGS PROVIDED UNDER ANY ORDER, AND INFORMATION PROVIDED TO NEXUS BY A THIRD PARTY AND INCLUDING BUT NOT LIMITED TO:

8.1.2 any implied warranty of merchantability or fitness;

8.1.3 any implied warranty arising from course of performance, course of dealing or usage of trade;

8.1.4 any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of NEXUS; and

8.1.5 any obligation, liability, right, claim or remedy for loss of or damage to any Aircraft or Spare Part.

8.2 Exclusion of consequential and other damages

NEXUS its suppliers, its servants, offices, agents, employees, successors or liability assigns will have no obligation or liability, whether arising in contract (including warranty), tort (whether or not arising from NEXUS’ negligence) or otherwise, for loss of use, revenue or profit or for any other incidental or consequential damages in connection with or as a result of the discharge of their obligations under this GTA or any order including without limitation with respect to any non-conformance or defect in any Goods or Services and information, services (including but not limited to aviation services, flight services, technical assistance, technical consulting, repairs, modifications and training) or any other things provided under any order, or materials and information provided to the Client by a Third Party.

8.3 Indemnification of NEXUS

8.3.1 To the extent that loss, damage, injury or death is caused solely and directly by the negligence of the Client or its servant’s officers, agents, employees or sub-contractors the Client shall indemnify the NEXUS from and against:

(i) Loss of or damage to the Aircraft; and

(ii) Injury to or the death of any person, including without limitation in respect of Third Party claims for the same against NEXUS.

8.3.2 The indemnification and liability pursuant to Paragraph 8 includes all
costs, expenses and fees (including legal costs, expenses and fees) incidental thereto.

8.3.3 The indemnification and liability pursuant to Paragraph 8 is subject to the exclusion contained in Paragraph 8.2;

8.4 Inspection of Goods

Client shall have the right at any time to inspect a sample of fuel or other goods to be delivered by a provider prior to accepting delivery of such Goods and NEXUS encourages the Client to conduct any further investigation or inspection of any provider which it thinks is necessary or appropriate. Client shall be solely and completely liable for any death or injury to persons, or damage to property, arising out of Client’s allowing personnel to remain on board an Aircraft while it is being refuelled or otherwise serviced, or for requesting or requiring any service providers to operate equipment, gauges, or switches on an Aircraft while fuelling or otherwise servicing an Aircraft.

8.5 Right to Audit

Client shall have the right at any time to inspect or audit, appoint an auditor to inspect or audit, the books and records of NEXUS that relate to Client and relevant materials. NEXUS shall cooperate fully with any such audit or inspection and supply all such relevant documents as may be requested, subject to its confidentiality obligations to its other clients and counterparties.

8.6 Advisory Services

Neither NEXUS, nor any of its subsidiaries, nor any service providers of weather services or flight plans shall be liable for errors, delays, or interruptions in providing such services, errors judgment, or any of their own acts or omissions, including their own negligent acts or omissions. Client acknowledges that all weather, flight planning, and other advisory services provided are advisory in nature and Client agrees it has a duty to and shall review and verify the accuracy and correctness of all weather, flight planning, and other services supplied to it prior to use or filing.

8.7 Limitation of Liability

In no event will NEXUS or its subsidiaries or service providers be liable for any damages, including without limitation special, consequential, incidental, indirect, or exemplary damages, arising out of the provision or the attempt to provide services or goods hereunder in excess of the lesser of (i) the amount paid by Client or any Goods or Services or (ii) fifty US Dollars (US$50.00) for each of the Goods or Services invoiced. This limitation of liability shall not apply to damage to property or persons caused by the gross negligence or wilful misconduct of NEXUS. The sole liability of NEXUS and its subsidiaries and service providers, and the exclusive remedy of the Client for any injury or damage to the Client arising out of the acquisition of Goods or Services provided by NEXUS or its subsidiaries or service providers shall be the remedy specified in this clause.

8.8 Release and Indemnity

Client releases from liability and covenants not to take any proceedings against NEXUS, its shareholders, subsidiaries, service providers, officers, employees, representatives or agents and indemnifies and holds NEXUS and its shareholders, subsidiaries, service providers, officers, employees, representatives or agents harmless from and against any liability, loss, cost, damage or expense (including reasonable attorneys fees, and investigation and defence costs) arising out of or in connection with any claim, suit or proceeding brought against Client or NEXUS, its shareholders, subsidiaries, service providers, officers, employees, representatives or agents as a result of, or in connection with the acquisition by Client of any Goods or Services provided by NEXUS or its subsidiaries or service providers. This indemnity shall include without limitation, claims:

(a) for property damage, loss of use or profits, special, incidental, consequential, or punitive damages, even if NEXUS has been notified of the possibility of any such damages;

(b) for death of or personal injury to any person, including without limitation, the executors, personal representatives and assigns of claimants;

(c) based in whole or in part on NEXUS’s or its subsidiaries' or service providers' sole concurrent negligence, or for defective or improperly labelled fuel, Goods or Services; and
(d) for any loss resulting from use or misuse of any NEXUS Fuel Card(s) and/or ID Card(s) issued to Client or resulting from any purchases made through the use of NEXUS's credit by Client or any employee of Client or other person purporting to act for or on behalf of Client, even if thereafter deemed improper by Client.

This indemnity shall be effective regardless of the nature or the source of such claim, whether in contract or tort, or absolute or strict liability. This release and indemnity shall not apply to damage to property or persons caused by the gross negligence or willful misconduct of NEXUS.

9 DEFAULT

9.1 Events of Default

Each of the following events shall constitute an Event of Default and a repudiation of this GTA by the defaulting Party:

(a) the defaulting Party fails to pay any amount due under this GTA in the manner and by the due date or within fifteen (15) days after such amount is due; or

(b) the defaulting Party: (i) suspends payment of its debts or other obligations; or (ii) is unable to or admits its inability to pay its debts or other obligations as they fall due; or (iii) is adjudicated or becomes bankrupt or insolvent; or (iv) proposes or enters into any composition or other arrangement for the benefit of its creditors generally; or

(c) any proceedings, resolutions, filing or other steps are instituted with respect to the defaulting Party relating to the bankruptcy, liquidation, reorganisation or protection from its creditors or a substantial part of its property; or

(d) any order, judgment or decree is entered by any court of competent jurisdiction appointing a receiver, trustee, administrator, liquidator or similar officer of the defaulting Party or a substantial part of its property, or if a substantial part of its property is to be sequestered.

Upon the occurrence of any Event of Default and at any time thereafter for so long as such Event of Default is continuing, the defaulting Party shall be entitled, without prejudice to any of its other rights hereunder, by notice in writing to the defaulting Party, to:

(a) accept such repudiation and by notice to the defaulting Party and with immediate effect terminate this GTA whereupon all rights of the defaulting Party shall cease; and/or

(b) proceed by appropriate court action to recover damages for the breach of this GTA.

10 TERMINATION

10.1 Termination of Agreement

This GTA may be terminated:

(a) by NEXUS giving thirty (30) days written notice to Client;

(b) by Client giving thirty (30) days written notice to NEXUS, subject to NEXUS approving such early termination (which approval may be withheld at NEXUS's absolute discretion);

(c) by Client giving written notice to NEXUS in accordance with Paragraph 2.2(b)(i);

(d) upon a total loss or partial loss of an Aircraft;

(e) by the non-defaulting Party upon an Event of Default pursuant to Paragraph Clause 9.2;

(f) upon a sale or lease of the Aircraft by Client. Client shall give NEXUS prompt notice of intention to sue or lease the Aircraft. If the Aircraft is sold within thirty (30) days of such notice, Client shall pay to NEXUS its Losses arising from, or in connection with, the early termination. Client shall remain liable for all expenses incurred by the Aircraft or crew under this GTA prior to the expiry of the thirty (30) day notice period.
10.2 Final Accounting

Within forty-five (45) days of the Expiry Date or Termination Date, as the case may be, a full accounting shall be made by NEXUS and Client and all accounts reconciled and settled between the Parties.

10.3 Survival of Obligations

Paragraphs 2.1(b), 3 to 8 (inclusive) and 10 to 12 (inclusive) and all obligations to pay for Goods or Services obtained by Client or in its name, from or through NEXUS, or by use of a NEXUS Fuel Card, prior or subsequent to the termination of this GTA or cancellation of any NEXUS Fuel Card shall survive the termination or expiration of the agreement under the Letter of Agreement.

11 FURTHER PROVISIONS

11.1 Force Majeure

If, by reason of an event of Force Majeure, either Party is unable to perform any or all of its obligations hereunder, such obligations shall be suspended so far as they are affected by the event of Force Majeure. Each Party shall use all reasonable efforts to remove any event of Force Majeure and to resume performance of the relevant obligation as soon as practicable PROVIDED THAT if such force majeure continues for more than thirty (30) days either party may terminate the Term.

11.2 Assignment Successors

Neither Party may assign or transfer the agreement recorded by the Letter of Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party.

(a) NEXUS may procure performance of its obligations hereunder by any other person or company.

(b) This GTA shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

12 LIEN

The Client hereby agrees and confirms that NEXUS shall have a lien created by this GTA on the Aircraft or any of them in the possession of NEXUS under the terms of the Letter of Agreement until all moneys owing from time to time by the Client to NEXUS have been paid or satisfied in full.

13 VARIATION

The provisions of this GTA shall not be varied otherwise than by an instrument in writing executed by or on behalf of the Parties.

14 ENTIRE AGREEMENT

The Letter of Agreement constitutes the whole agreement between the Parties and supersedes any previous proposals, agreements and other written and oral communications between them relating to the subject matter concerned.

15 NO RELIANCE

Each Party acknowledges that in entering into the Letter of 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 the Letter of Agreement.

15.1 Nature of Relationship

NEXUS and Client are not in partnership with each other and there is no relationship of principal and agent between them. Where Client enters into this Agreement as agent for another party, the Client's and that other party's liability under this GTA to NEXUS, shall be joint and several.

15.2 Notices

Any notice or communication to be made hereunder or in connection with this GTA shall be in writing in the English language and shall be delivered personally or by post, email or facsimile transmission to the respective addresses and facsimile numbers specified in the Second Schedule or such other address, email or facsimile number as either Party may have been notified to the other in writing. Proof of delivery, posting or dispatch shall be deemed to be proof of receipt:

(a) in the case of a letter, upon delivery thereof (if delivered by hand) or (if sent by post) on the tenth (10th) day after posting; or

(b) in the case of an email or facsimile transmission upon the sending machine producing a receipt of an uninterrupted and completed transmission to the intended recipient.
15.3 **Purchase Orders I Facsimile Execution**

Any Purchase Order or other individual agreement relating to the provision by NEXUS of Goods or Services provided under the Letter of Agreement, now existing or hereafter issued by Client is made subject to this GTA.

15.4 **Invalidity of any Provision**

(a) If any of the provisions of this GTA becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

(b) 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.

15.5 **Rights Cumulative, Waivers**

The rights of the Parties under this GTA are cumulative, may be exercised as often as each Party considers appropriate and are in addition to such Party's rights under general law. The rights of one Party against the other Party (whether arising under this GTA or the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing and, in particular, any failure to exercise or delay in exercising any such rights shall not operate as a waiver or variation of that or any other right; any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on a Party's part or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

15.6 **Confidentiality**

This GTA and all non-public information, materials or data obtained by either Party about the other or which either Party knows or has reason to believe should be treated as such, including but not limited to, cargo, travel planning, routes and dispatch details and any discussions or documents associated therewith, are confidential and shall not be disclosed by either Party to third parties (other than to government entities as required by law or to perform its obligations hereunder or to such Party's professional advisors) without the prior written consent of the other Party. If disclosure is required as a result of applicable law, the Parties shall co-operate with one another to obtain confidential treatment of the commercial terms and other material provisions of this GTA.

15.7 **Governing Language**

This GTA is written and made in the English language, which shall be the official and governing language of this GTA, and of all communications, transactions, and proceedings related thereto.

16 **No conflict**

Each Party acknowledges that this GTA is entered into on arm's length commercial terms and that:

(a) it has no conflict of interest in relation to entering into or as a consequence of performing its obligations under this GTA; or

(b) any conflict of interest it may have has been:

(I) communicated in writing to and waived by the other Party; and
(i) duly considered and authorised by its board, if such Party is a corporation.

17 RIGHTS OF THIRD PARTIES

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this GTA and no rights or benefits expressly or impliedly conferred by it shall be enforceable under that Act against the parties to it by any other person.

18 GOVERNING LAW AND JURISDICTION

18.1 Governing Law

The Letter of Agreement this GTA and all non-contractual obligations arising from or connected with it, regardless of where executed, are governed by English law.

18.2 Jurisdiction and Dispute Resolution

(a) The courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this GTA (including a dispute relating to non-contractual obligations arising from or in connection with this GTA, or a dispute regarding the existence, validity or termination of this GTA or the consequences of its nullity) (a "Dispute").

(b) The Client agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, Client will not argue to the contrary.
The Fourth Schedule
above Referred to
Special Conditions