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**PASSENGER CHARTER AGREEMENT**

 Agreement No: **SM2001** -- **PRG0001**

This agreement, duly being organized and existing under the laws of the Republic of Korea, is made and entered into this April day of 3rd , 2020 by and between Korean Air Lines Co., Ltd. (hereinafter referred to as “KAL”), having its principal office at 260, Haneul-gil, Gangseo-gu, Seoul, Korea and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Ministry of Foreign Affairs of the Czech Republic\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “the Charterer”) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hradčanské náměstí 5, 118 00 Praha 1, Czech Republic \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Whereas the Charterer has requested KAL to provide a whole or a portion of an aircraft for a charter flight and KAL has agreed to do so pursuant to the Conditions of Charter which are incorporated herein and made a part hereof together within any addendum hereto. Now, therefore, in consideration of the mutual covenants, both parties hereby agree as follows:

Schedule 1. Frequency and Type of Aircraft: to/from SYDNEY Airbus A330-200 (332Q)

 to/from CHRISTCHURCH/AUCKLAND Boeing 787-9 Dreamliner (789E)

 to/from PRAGUE Boeing 747-8i (74HI)

Schedule 2. Characteristics of Aircraft:

 - Maximum Seating Capacity: total 218 seats (332Q), total 269 seats (789E), total 368 seats (74HI)

 - Maximum Loading Capacity for Baggage: Y/CLS 1PC x 23KGS per person

Schedule 3. Available Seats and Capacity:

 - Number of Available Seats: up to 215 seats for 332Q (3 seats have to be blocked for CREW BLK)

 up to 266 seats for 789E (3 seats have to be blocked for CREW BLK)

 up to 365 seats for 74HI (3 seats have to be blocked for CREW BLK)

 - Others (specify): Any additional items not mentioned above will be defined as established in Attachment 1.

For this charter, KAL will issue E-tickets for passengers.

\*Type of Aircraft and its capacity will be specified later.

Schedule 4. Tentative Timetable and Flight Route (all times are local)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| FROM | DATE/STD | TO | DATE/STA | B/T |  Remark |
| ICN | TBA / 15:55 | CHC | TBA / 06:55 | 12:00 | Ferry |
| CHC | TBA / 09:55 | AKL | TBA / 11:55 | 02:00 | Charter |
| AKL | TBA / 13:35 | ICN | TBA / 22:55 | 12:20 | Charter |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| FROM | DATE/STD | TO | DATE/STA | B/T |  Remark |
| ICN | TBA / 18:40 | SYD | TBA / 07:15 | 10:35 | Ferry |
| SYD | TBA / 07:50 | ICN | TBA / 17:45 | 10:55 | Charter |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| FROM | DATE/STD | TO | DATE/STA | B/T |  Remark |
| ICN | TBA / 01:25 | PRG | TBA / 05:35 | 11:10 | Charter |
| PRG | TBA / 07:35 | ICN | TBA / 00:35 | 10:00 | Ferry |

Schedule is subject to approvals, permits and other regulations of the governments of the respective countries.

Schedule 5. Charter Price: **USD 1,250,000**

Schedule 6. Terms of Payment

 \* The total Charter Price as provided in Schedule 5 shall be paid to KAL as follows:

 - 100%: at the time of signing this agreement (Date: April 3, 2020; Amount: USD 1,250,000)

Tax is excluded but fuel surcharge is included. Tax will be paid separately before ticketing and the amount is subject to change depends on ticketing date.

**Account of KAL for charter and tax payment:**

Account Number : 196007780/0300

Address : Aviatická 1017/1 Praha 6 Ruzyně

SWIFT BIC : CEKOCZPP

HOLDER : KOREANAIR

IBAN - CZ87 0300 0000 0001 9600 7780

\* Payment will be done in CZK (Czech Koruna) based on currency exchange rate of Česká Národní Banka (Czech National Bank) at the date of payment.

\* According to Subparagraph (4) of Article 7, should the Charterer fail to make the payments before the aforementioned due date, the delay charge based on the rate below will need to be paid to KAL.

- Delay charge rate: 0.03% of each charter price / per day

\* Should the Charterer fail to make any of the payments according to the agreed conditions, KAL will have legitimate rights to refuse preparation of charter aircraft and provision of relevant services included in this agreement.

HAVING READ, UNDERSTOOD AND AGREED UPON ALL THE TERMS, PROVISIONS, STATEMENTS, THE CONDITIONS OF CHARTER HEREOF AND ANY ADDENDUM HERETO, KAL AND THE CHARTERER HAVE EXECUTED THIS AGREEMENT ON THE DATE WRITTEN ABOVE.

**CHARTERER: MINISTRY OF FOREIGN AFFAIRS OF THE CZECH REPUBLIC**

NAME:

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: Deputy for management of economic and operational section

**KOREAN AIR LINES CO., LTD.**

NAME:

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: Regional Manager CEE

**CONDITIONS OF CHARTER**

**Article 1. General**

1. This agreement is entered into by the Charterer for the own self and on behalf of all passengers specified in accordance with Subparagraph (1) of Article 5 below. The passengers agree through the Charterer, by accepting the transportation pursuant to this agreement, whether or not they have concluded the charter agreement with KAL, that they shall be regarded as having agreed to this agreement in all respects.
2. The international carriage of passengers and baggage pursuant to this agreement shall be subject to the rules relating to liability and limitations established in the Convention. Convention means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereafter called the “Warsaw Convention”) or that Convention as amended at The Hague, 28 September 1955 (hereafter called the “Warsaw Convention as amended at The Hague, 1955”), or Convention for Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (hereafter called the “Montreal Convention”), whichever may be applicable.
3. To the extent not inconsistent with Subparagraph (2) above, the carriage of passengers and baggage and any other services incidental thereto are subject to provisions contained herein, applicable laws, government regulations, orders and requirements as well as KAL’s applicable tariffs and General Conditions of Carriage which are also made a part hereof.
4. In case of any inconsistency between this agreement and the provisions contained and referred to in KAL’s applicable tariffs and General Conditions of Carriage, the former shall prevail.

**Article 2. Space and Weight Limitations**

Passengers and baggage shall be carried within the space and weight limitations of the aircraft specified by KAL.

**Article 3. Chartered Aircraft**

1. KAL shall provide a whole or a portion of an aircraft as specified in Schedule 1 (hereinafter referred to as “the Chartered Aircraft”) with duly licensed crew for the carriage of passengers and baggage as specified and agreed by the Charterer and KAL in accordance with Schedule 3.
2. The Chartered Aircraft provided by KAL to the Charterer shall have the characteristics as specified in Schedule 2. The portion of the Chartered Aircraft made available to the Charterer is as specified in Schedule 3. Such characteristics, number of available seats and baggage allowance may be changed at any time, without notice, by KAL in case of adverse weather conditions, or for operational, mechanical or economic reasons or the like.
3. The Chartered Aircraft shall at all times be under the exclusive command and control of KAL and its crew. KAL shall have sole discretion, without any notice and without any liability, concerning the load carried, the placement of the load carried, the route to be flown, the time of departure from the original point of origin and all intermediate stopover points, as well as the time of arrival at destination, if and when the flight shall be undertaken and as to where and when landing should be made. The Charterer and all passengers agree they shall accept such decisions as final and shall strictly comply with orders issued by KAL or its crew.
4. In the event KAL, in its sole discretion, deems it impracticable to provide the Charterer with the Chartered Aircraft, KAL may, without any notice and without any liability, effect the transportation by substitution of an aircraft of another type or of another air carrier fit for equivalent transportation, or by accommodating the passengers and/or baggage on a scheduled flight; in case the applicable charges for the changed aircraft are different from those for the aircraft originally chartered, the lower charges shall apply.

**Article 4. Unused Capacity**

1. KAL reserves the absolute and sole rights to sell any unchartered space in the Chartered Aircraft to any other agency, person or entity.
2. Any space in the Chartered Aircraft not utilized by the Charterer or passengers may be used by KAL, in its sole discretion, for the carriage of mail, cargo, KAL’s personnel and property, or for any other use, without diminution of the Charter Price agreed to as specified in Schedule 5, and any other charges and expenses.

**Article 5. Necessary Arrangements by the Charterer**

1. The Charterer shall, prior to the commencement from the original point of origin of the Charter Flight operating as specified in Schedule 4 or any substitution or equivalent thereof (hereinafter referred to as “the Chartered Flight”), furnish KAL with the list(s) of the names of all passengers and with the declaration setting forth description and value of baggage to be carried on the Chartered Flight, wherein the list(s) and the declaration shall be signed by or on behalf of the Charterer and shall be conclusive and binding against the Charterer and all passengers.
2. The Charterer shall make all necessary and appropriate arrangements to ensure the arrival of all passengers and the availability of baggage for embarking and loading no later than the times specified in the column “CHECK-IN TIME” of Schedule 4, unless otherwise agreed to in writing by KAL. KAL shall be under no obligation to delay departure of the Charter Flight for any reason including the non-arrival or late arrival of passengers or baggage nor be imposed with any liability to the Charterer and passengers therefore. In the event the Charterer requests a delay of any such departure and KAL in its sole discretion agrees thereto, the Charterer shall immediately pay KAL all additional charges, costs and expenses incurred by KAL due to or in connection with such delay.
3. The Charterer shall ensure that its own self and all of its passengers will comply with applicable laws, government regulations, orders, demands or travel requirements of the countries from, through or to which the Charter Flight is operated pursuant to this agreement.
4. The Charterer hereby agrees to defend, indemnify and hold KAL harmless from and against any and all claims, suits, liabilities and costs of whatsoever nature (including but not limited to reasonable attorney’s fees) in respect of any liability to third persons and passengers including but not limited to personal or property damage or loss, arising out of or in connection with any act or omission of the Charterer, its employees/subcontractors or agents/representatives.
5. The Charterer shall input in the reservation record the SKYPASS ID numbers of its passengers before check-in. If not, the Charterer shall present it to KAL within 5 days after the end of trip.
6. Unless otherwise stated, the agreement shall not provide benefits of SKYPASS membership and the Charterer must inform the passenger of this.
7. The Charterer shall notify all passengers who are assigned First class or Prestige class at the time of reservation that “all airport services, cabin services and SKYPASS mileage accumulation are the same as those provided to passengers using the Economy class.” The Charterer shall fill out the form in accordance with Attachment 2 and submit it to KAL on or before on (1) day before departure.

**Article 6. Schedules, Delays and Cancellations of Flights**

1. The timetable and flight route of the Charter Flight as specified in Schedule 4 are approximate and shall not be deemed in any way as guaranteed by KAL.
2. KAL may, in its sole discretion and without any notice, without liability of any kind whatsoever to the Charterer, passengers and any other person having any interest in the Charter Flight, cancel, terminate, divert, postpone, advance or delay the Charter Flight, or proceed with the Charter Flight without all or any part of the passengers and baggage, and determine the location of departure or landing for the applicable flight, for any of the following reasons:
3. because of any fact that is beyond its control (including but not limited to weather conditions, acts of God, acts of government, force majeure, strikes, riots, civil commotions, embargoes, airport slot limitations, wars, hostilities, skyjacking, disturbances or unsettled international conditions), actual, threatened or reported, or because of any delay, demand, condition, circumstances or requirement due, directly or indirectly, to such fact; or
4. because of any fact not foreseen, anticipated or predicted; or
5. because of any government regulations, order, demand or requirement; or
6. because of shortage of labour, fuel or facilities, or labour difficulties of KAL or others; or
7. because of mechanical or operational difficulties related to the safety of the Charter Flight
8. In the event of such cancellation before the commencement of the Charter Flight from the original point of origin, KAL shall refund the Charter Price but only after deducting all charges and expenses actually incurred by KAL for such Charter Flight

from the Charter Price and other charges and expenses collected by KAL. In the event of such cancellation after the commencement of Charter Flight from the original point of origin, the Charter Price and other charges and expenses for the transportation performed shall be recalculated in accordance with KAL’s applicable tariffs, and the difference between the sums collected and recalculated, if any, shall be refunded.

**Article 7. Charter Price and Terms of Payment**

1. The Charterer shall pay the Charter Price as agreed in Schedule 5 to KAL for the services to be provided under this agreement, in the manner and within the time as provided in Schedule 6.
2. The last seven digits of the contract number shown at the top of the PASSENGER CHARTER AGREEMENT must be recorded on the ‘deposited bankbook summary’ by the Charterer.
3. The Charter Price set forth in Schedule 5 shall cover the costs of the Charter Flight with normal crew, fuel, maintenance, appropriate meals in flight, and other costs, charges or fees as specified in said Schedule. All other costs, including but not limited to costs for ground transportation services, visas, customs inspection fees, customs duties, taxes, penalties, and other fees or charges, payable in connection with the passengers and baggage to be carried hereunder shall not be included in the Charter Price, and shall be for the sole account of the Charterer.
4. In the event the Charterer fails to pay KAL the Charter Price as agreed in Schedule 5 within the time limit and/or in the manner as agreed to in Schedule 6, KAL shall have the rights to terminate this agreement without any advance notice in writing and without liability of any kind whatsoever, and in the event of such termination of this agreement, the Charterer shall immediately pay KAL the cancellation charges as calculated in accordance with Article 8 below.
5. Credit cards cannot be used to pay for the Charter Price.

**Article 8. Termination by the Charterer**

1. The Charterer may terminate this agreement by giving written notice which shall be effective upon the receipt by KAL. In the event of such termination by the Charterer or the termination by KAL in accordance with the provisions of Subparagraph (4) of Article 7 or Article 9 herein, KAL shall have the rights to collect from the Charterer the cancellation charge as follows:
2. 10% of the Charter Price as agreed to in Schedule 5 if termination notice is received by KAL more than 60 days before the scheduled departure of the Charter Flight from the original point of origin;
3. 25% of the Charter Price as agreed to in Schedule 5 if termination notice is received by KAL between 15 and 60 days before the scheduled departure time of the Charter Flight from the original point of origin;
4. 50% of the Charter Price as agreed to in Schedule 5 if termination notice is received by KAL within 14 days before the scheduled departure time of the Charter Flight from the original point of origin
5. The Charterer shall deposit the full payment for the cancellation penalty into KAL’s designated account as provided in Schedule 6 by no later than 17:00 Korea Standard Time on the tenth (10th) day from KAL’s issuance of such cancellation penalty notice.
6. Collection of the cancellation charges in accordance with Subparagraph (1) above shall not, in any way, affect KAL’s right to collect from the Charterer any and all damages, costs or expenses arising out of or in connection with such termination..
7. In the event of such termination by the Charterer as provided in Subparagraph (1) or by KAL as provided in Subparagraph (4) of Article 7or Article 9 after issuance of passenger tickets, the contract of carriage with the passengers pursuant to this agreement shall be automatically cancelled and the Charterer shall indemnify and hold KAL harmless from any and all claims by the passengers and any other persons having any interest in the Charter Flight, arising out of or in connection with such cancellation.
8. Should the operation of Charter Flight be partially cancelled at the request of the Charterer, KAL shall impose a penalty for such cancellation as provided in Subparagraph (1). A separate agreement superseding any previous agreement, containing the modified terms and conditions (including new charter price resulting thereof for the remaining Charter Flight frequencies), shall be drafted in writing and signed by both parties.
9. Should the Chartered flight frequencies increase at the request of the Charterer, a separate agreement superseding any previous agreement shall be drafted in writing and signed by both parties.

**Article 9. Violation or Inobservance of Rules, Regulations, Etc.**

KAL may terminate this agreement, or in case the flight has commenced, cancel the Charter Flight immediately without liability of any kind whatsoever to the Charterer, passengers and any other person having interest in the Charter Flight, in the event that any provision of this agreement, government regulations, orders, requirements and directions are violated or not observed by the Charterer, passengers or any such persons. In the event of such termination before the commencement of the Charter Flight from the original point of origin, KAL shall have the right and be entitled to collect cancellation charges as provided in Article 8 above. In the event of such termination after the commencement of the Charter Flight from the original point of origin, KAL shall have the right and be entitled to collect cancellation charges as provided in Subparagraph (5) of Article 8 above. The termination of this agreement for such reason shall not affect KAL’s right to collect damages from the Charterer for such violation or inobservance. The Charterer shall indemnify and hold KAL harmless from any and all claims by passengers or other persons having any interest in the Charter Flight pursuant to this agreement, arising out of or in connection with such termination or cancellation.

**Article 10. Government Approval**

Carriage on the Charter Flight under this agreement is made subject to authorization being granted by the respective governmental authorities.

**Article 11. Governing Law & Dispute Resolution**

This agreement shall in all respects be governed by and interpreted in accordance with the laws of the Republic of Korea. In the event that a dispute between the parties arises under or relating to this agreement, courts for the resolution of disputes shall be the Seoul Central District Court in Seoul, the Republic of Korea.

**Article 12. Amendments**

 No terms or provisions of this agreement may be changed except by written instrument agreed to and signed by both parties.

**Article 13. Inspection of KAL’s Tariffs and Conditions of Carriage**

KAL’s applicable tariffs, General Conditions of Carriage and the related regulations may be inspected upon request at any of KAL’s downtown offices and its offices at any airport from or to which KAL operates regular services.

**Article 14. Headings**

The headings herein are for the purpose of reference only, and shall not limit or otherwise affect any of the terms hereof.

Attachment 1.

|  |  |
| --- | --- |
| **Items** | **Contents** |
| Cabin Class | ✓ Economy Mono Class□ Prestige & Economy Two Classes□ First & Prestige & Economy Classes |
| SKYPASS Mileage | □ Available ✓ N/A  |
| Meals | ✓ Available □ N/A |
| Audio and Visual Entertainment | ✓ Available □ N/A |
| In-flight Sales | □ Available ✓ N/A |
| Specific Cabin Announcement | □ Available ✓ N/A |
| Cabin Service  | ✓ Slippers ✓ Blanket✓ Water Spray✓ Amenities (toothbrush, toothpaste, eye patch, lip balm, comb, shoe lift, etc.)✓ Newspaper Service (in English only)□ Coatroom Service□ Welcome Drink |
| Airport Lounge | □ Available (for Prestige Class passengers)✓ N/A |
| Advance Seating Product | □ Available (based on Charterer seating requests)✓ N/A |
| Exclusive Check-in Counter | ✓ Available □ N/A |

**CHARTERER: MINISTRY OF FOREIGN AFFAIRS OF THE CZECH REPUBLIC**

NAME:

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: Deputy for management of economic and operational section