



TOURJET

(a division of Zzididle, Inc)

Standard Terms and Conditions

All sums owed by Charterer under, or as a result of, this Agreement are due and payable in full to Tour Jet America ("Tour Jet") in accordance with Schedule A, without offset, deduction or counterclaim of any kind or character whatsoever for any reason.

Tour Jet agrees to use its reasonable best efforts to obtain the charter services described on Schedule A attached hereto. The total cost described on Schedule A includes only those items specifically described on Schedule A. Charterer agrees to pay to Tour Jet, upon receipt of an invoice, all charges for services not listed on Schedule A, including, without limitation, in-flight telephone charges, catering charges and "royalties or non-objection fees." Tour Jet does not control the suppliers (the "Operators") providing the air charter or other services that the Charterer has requested. Tour Jet acts only as an agent in arranging the charter services being provided to the Charterer. In the event that Tour Jet is unable to obtain, or receives advance notice from an Operator that the Operator has declined to provide, the charter services described on Schedule A, Tour Jet will use its reasonable best efforts to obtain for the Charterer alternative charter services similar to those described on Schedule A. In the event that the price for such alternative arrangements is greater than that described on Schedule A, Charterer agrees to pay the difference to Tour Jet upon receipt of an invoice for such difference in price. In the event that the Charterer requests an alteration of the charter services described on Schedule A and such alteration results in a greater price than that described on Schedule A, Charterer agrees to pay the difference to Tour Jet upon receipt of an invoice for such difference in price.

Charterer acknowledges that each of the Operators providing the charter services described on Schedule A provides its services under certain terms and conditions, whether through written contract or otherwise. Such terms and conditions may be attached hereto as Schedule B. In the event that such terms and conditions are not attached hereto and Charterer makes a written request to Tour Jet for a copy of such terms and conditions, Tour Jet will use its reasonable best efforts to obtain a copy for Charterer. Charterer agrees to be obligated by such terms and conditions, whether or not they are attached hereto and whether or not Charterer has received a copy of such terms and conditions, which are incorporated herein by this reference.

Charterer agrees to defend, indemnify and hold Tour Jet harmless on a current basis from any and all proceedings, judgments, demands or claims by each of the Operators relating to the services provided by such Operators to Charterer, including, without limitation, all attorneys' fees and costs, and all damage to any aircraft caused by Charterer or any employee or guest of Charterer.

The sole financial responsibility of Tour Jet shall be limited to the amount of commissions it receives from an Operator. Tour Jet shall not be responsible or liable for defaults of the Operators or any other person, company or other entity not directly under its control. Tour Jet shall not be liable if for any reason Charterer or any employee or guest of Charterer suffers or incurs any loss, personal injury, property damage, accident, delay, inconvenience, change in itinerary or personal dissatisfaction with the charter services, including, without limitation, because of acts of God, war or armed hostilities, government acts or priorities, failure to obtain the necessary traffic rights, government approvals or overflight permits for the itinerary requested, fires, floods or earthquakes, strikes or labor troubles causing cessation, slowdown or interruption of work, mechanical problems or defects in any aircraft provided by any Operator, or congestion at the airport of departure or destination.

In the event that Charterer fails to make any payment by the date required under or as a result of this Agreement, Tour Jet shall have no obligations under this Agreement. In the event that Charterer defaults in any of its obligations hereunder, including, but not limited to, payment obligations, Tour Jet may at its option terminate this Agreement upon written notice to Charterer, and Charterer shall be liable to Tour Jet for and shall indemnify Tour Jet against, all loss and other expense suffered or incurred by Tour Jet as a result of Charterer's default and the termination of this Agreement. Charterer further agrees in the event of default to pay Tour Jet all costs and expenses of enforcement of this Agreement, including, without limitation, fifteen percent (15%) of the amount due as reasonable attorneys' fees, if collected by or through an attorney.

This Agreement reflects the entire understanding of the parties with respect to the subject matter contained herein and supersedes any prior agreements, whether written or oral, in regard thereto. This Agreement may be subsequently modified only by a written agreement executed by authorized representatives of both parties. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of California, without giving effect to any choice of law provision thereof, and Charterer agrees that the state and federal courts in California shall have exclusive jurisdiction of any dispute between Charterer and Tour Jet arising under or in any way relating to this Agreement. In the event that any part of this Agreement shall be found to be illegal or in violation of public policy, or for any reason unenforceable at law, such finding shall not invalidate any other part hereof.

Thank you for allowing Tour Jet to assist you with your business needs.