FLYERTECH LIMITED

STANDARD TERMS & CONDITIONS OF BUSINESS

The following standard terms and conditions of business ("Standard Terms") will apply and form part of the contract between the parties in respect of consultancy services, technical services or any other products or services (the Services) provided by FlyerTech Limited under any Proposal ("Proposal") made by FlyerTech and accepted by a client ("Client"):

1. Duties of FlyerTech

1.1 FlyerTech will provide the Services as from time to time requested by the Client and agreed by FlyerTech in accordance with the Proposal.

1.2 FlyerTech will be entitled in its discretion to sub-contract or otherwise delegate to any party any of its duties under the Proposal, but with FlyerTech remaining liable to the Client in relation to such duties in accordance with the terms of the Proposal.

2. Duties of Client

2.1 Client will promptly provide to FlyerTech all information, guidance and assistance as will enable FlyerTech duly to perform its duties under the Proposal or as FlyerTech may reasonably request in connection with its duties under the Proposal.

2.2 Client acknowledges that in relation to any documents to which Client is to be a party and in respect of which FlyerTech is providing assistance the terms thereof will be subject to the final approval of Client and FlyerTech will have no authority to execute the same on behalf of Client. Client agrees promptly to review any such documents when requested by FlyerTech to ensure their terms are satisfactory to Client and promptly to advise of any comments Client may have on such documents. Client further agrees that FlyerTech will have no obligation or liability in respect of the terms of such documents or otherwise whatsoever arising in any way out of the Proposal and/or its duties in connection therewith or otherwise howsoever relating thereto whether at law or otherwise, notwithstanding any negligence on the part of FlyerTech.

3. FlyerTech's Fees

3.1 FlyerTech will be entitled at its discretion to submit an Invoice to Client for cost of the services as provided in accordance with the terms detailed in the Proposal together with the costs associated with the supply and delivery of the services.

3.2 Unless otherwise agreed in writing by FlyerTech, Client shall pay to FlyerTech within 30 days (the Payment Term) of FlyerTech's invoice the fees as set out in the Invoice.

3.3 Unless otherwise agreed in writing by FlyerTech, Client shall in addition within 30 days of invoice from time to time of FlyerTech reimburse FlyerTech's reasonable direct costs and expenses in the performance of its duties under the Proposal including without limitation the cost of air and ground transportation, hotel accommodation, meals and telecommunications necessarily incurred by FlyerTech, but excluding fixed administrative overheads. Any sum which requires conversion into Pounds for inclusion in any invoice shall be converted at the exchange rate than prevailing in London as quoted by NatWest Bank Plc on the date of conversion.

4. Payments

4.1 All payments to be made by the Client in relation to the Services will be made by the respective due dates applicable thereto. In the event that any sum is not paid to FlyerTech on the due date then interest will accrue thereon from the due date to the date of payment in full at the rate calculated by FlyerTech to be 5% above the Base Rate for the time being of NatWest Bank Plc. All such interest will be compounded monthly and, calculated on the basis of the actual number of days elapsed and a 360 day year.

4.2 All payments by Client in relation to the Services shall be made in full in United Kingdom Pounds to the account number 42502950 of FlyerTech Limited at NatWest Bank, 15 London Road, East Grinstead, West Sussex, RH19 1GP, U.K., Sort Code 60-07-17, without any set-off or counterclaim whatsoever and free and clear of any deductions or withholdings whether on account of taxes or otherwise so that the full amount of each such payment is received by FlyerTech for value on the due date.

4.3 FlyerTech's right to the payments accrued due in relation to the Services will survive expiry or termination for any reason of FlyerTech's appointment to provide services under the Proposal.

4.4 In the event that the Client fails to pay any amounts due to FlyerTech within the Payment Term, then FlyerTech shall charge Client and Client agrees to pay to FlyerTech the cost of recovering those amounts due to FlyerTech including the cost of third parties such as the suppliers of Debt Recovery services, solicitors and legal fees and any consequential losses that FlyerTech may incur as a result of the late payment of FlyerTech's Fees by the Client.

5. Taxes

5.1 All payments payable to FlyerTech in relation to the Proposal are exclusive of any or all taxes in any jurisdiction, including without limitation, any Value Added Tax or similar tax which may be applicable to any sum payable hereunder, all of which taxes will be payable by Client, (except for any taxes imposed on the overall net income, profits or capital gains of FlyerTech).

6. Termination

6.1 In the event that either party is in breach of any material provision relating to the Proposal and such breach is not remedied within seven days of notice from the other, such other may, without prejudice to its other rights and remedies by reason of such breach and any accrued rights of the parties hereunder, terminate the appointment of FlyerTech to provide services under the Proposal by notice (having immediate effect) to the party in breach. Any such termination of the Proposal will be without prejudice to all the other rights and benefits of each party in relation to the Proposal and to any and all sums payable to it in relation to the Proposal, all of which will survive such termination and continue in full force and effect until satisfied in full.

7. Notices

7.1 All notices, requests, demands, consents and other communications required or permitted to be given or made to either party shall be in writing (including facsimile, e-mail or similar instrument of writing) and shall be deemed given in the case of a facsimile at the time of receipt by the sender of a transmission report indicating that all the pages of the transmission were properly transmitted (unless the recipient promptly notifies the sender that the transmission was incomplete and/or illegible) to such party's facsimile number specified in the Proposal and in any other case, when delivered to Client at its address as specified in the Proposal, or if to FlyerTech, to it at its address as specified in the Proposal, marked for the attention of Operations Director, or to such other address or facsimile number as shall have been notified by one party to the other under the Proposal.

8. Governing Law

8.1 The Proposal and these Standard Terms shall be governed by and construed in accordance with English law and FlyerTech and

the Client hereby irrevocably and unconditionally submit to the jurisdiction of the English Courts.

8.2 If the Client is not a company incorporated in England and Wales or other legal entity in England and Wales then the Client shall provide to FlyerTech, upon request, details of the party in England and Wales that the Client irrevocably designates, appoints and empowers to receive for it and on its behalf service of process issued out of the English courts in any legal action, suit or proceeding (collectively, "Proceedings") arising out of or in connection with the Proposal and these Standard Terms. The submission to such jurisdiction shall not (and shall not be construed as to) limit the rights of either party to take Proceedings against the other in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

8.3 Client irrevocably waives any objection which it may at any time have to the laying of the venue of any Proceedings in the English courts or to any claim that any such Proceedings shall have been brought in an inconvenient forum and further irrevocably agrees that a judgement in any Proceedings brought in the English courts shall be conclusive and binding upon Client and may be enforced in the courts of any jurisdiction.

8.4 The parties hereby consent generally in respect of any Proceedings arising out of and in connection with the Proposal and these Standard Terms to the giving of any relief or the issue of any process in connection with such proceedings, including, without limitation, the making, enforcement or execution against any property or assets whatsoever of any order or judgement which may be made or given in such Proceedings.

9. Miscellaneous

9.1 Nothing in the Proposal or these Standard Terms is to be construed as creating any partnership or joint venture or other similar relationship between the parties.

9.2 Neither party will have any obligation or liability to the other under the Proposal or these Standard Terms in respect of any delay in performing or failure to perform any of its obligations under the Proposal or these Standard Terms due to any cause or circumstance beyond its reasonable control.

9.3 Neither party hereto shall without the other's prior written consent, communicate or disclose the existence or contents of the Proposal, or any information data reports or evaluations produced or provided in connection therewith, to any third party (other than to their respective external legal advisors, auditors or insurance brokers) provided however that disclosure will be permitted (a) pursuant to an order of any court of competent jurisdiction or (b) pursuant to any law or regulation having the force of law or (c) pursuant to a lawful requirement of any authority with whose requirements the disclosing party is legally obliged to comply.

9.4 The terms and conditions of the Proposal and these Standard Terms supersede those of all previous agreements, understandings and arrangements, whether written or oral, between the parties hereto relating to the subject matter hereof and shall not be varied otherwise than by an instrument in writing of the same date as, or subsequent to the Proposal, executed by both parties or by their duly authorised representatives.

9.5 In the event that there is any conflict or inconsistency between the Proposal and these Standard Terms then the terms & conditions of the Proposal shall prevail.

9.6 No failure or delay on the part of either party in exercising any power, right or remedy under the Proposal or these Standard Terms shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise of any such right, power or remedy or the exercise of any other right, power or remedy. The rights and remedies provided in the Proposal and these Standard Terms are cumulative and not exclusive of any other rights or remedies provided by law.

9.7 If any term or condition of the Proposal or these Standard Terms shall to any extent be or become invalid or unenforceable the remainder of these Standard Terms shall not be affected thereby and each other term and condition shall be valid and enforceable to the fullest extent permitted by law.

9.8 Neither party may assign any of its rights and/or obligations under the Proposal and these Standard Terms without the prior written consent of the other party hereto.

9.9 Without prejudice to FlyerTech's right to receive due payment of all sums specified to be payable to it in accordance with the Proposal and these Standard Terms neither party will have any obligation to the other in respect of any loss of use, revenue or profit or of any indirect or consequential losses or damages.

9.10 Time shall be of the essence in respect of all payments due under the Proposal and these Standard Terms.

9.11 Each of the parties hereto agrees with the other to do and perform such other and further acts and execute and deliver any and all other instruments as may be required by law or reasonably required by the other party to establish, maintain and protect the rights and remedies of that party and to carry out and effect the intent and purpose of the Proposal and these Standard Terms.

9.12 FlyerTech, its employees, directors and agents ("Indemnitees") shall have no liability for and the Client shall indemnify the Indemnitees from and against, any and all losses, claims, demands, liabilities, suits, costs and expenses whatsoever ("Losses") and however arising, (whether in contract, tort or otherwise) in respect of death of or injury to any person or loss of or damage to any property (including without limitation, Aircraft), arising out of or in respect of the Services, unless such Losses are directly attributable to the Wilful Misconduct of the Indemnitee (in which case the Indemnitee shall be fully liable but the remaining Indemnitees shall continue to have the benefit of this Indemnity). In particular, but without limitation FlyerTech will have no liability under any circumstances, for damages, for loss of use, revenue or profit or other indirect or consequential damages of any kind to the aircraft or to the employees or subcontractors of the Client. FlyerTech will be kept harmless from liabilities as described under this article under the Client's insurance.

9.13 FlyerTech shall promptly notify the Client in writing if it receives actual notice of any claim or alleged claim against FlyerTech or any other indemnity which might result in any liability of the Client under Sub clause 9.12 and, subject to the obligations placed on FlyerTech or the Client under any relevant insurances and the terms thereof, FlyerTech may require the Client to conduct the defence of such claim, in which case:

9.13.A Provided and to the extent that FlyerTech is relieved from liability, FlyerTech will assign to the Client the full benefit of all claims for compensation or otherwise which FlyerTech may have against any third party (other than insurers) arising, as a result of the claim or the losses to which the claim relates; and

9.13.B FlyerTech will not make any admission of liability or otherwise or enter into any correspondence with any third party which might prejudice any defence available in respect of such claim.

FlyerTech Limited

10th June 2009