



GENERAL TERMS AND CONDITIONS OF CARRIAGE

GTCC | Rev 20 | September 2026

1. SCOPE

- 1.1. These General Terms and Conditions of Carriage ("GTCC") apply to all flights, portions of flights, and/or ancillary services where a contract ("Services Agreement") has been concluded with VistaJet Limited, a Maltese carrier with AOC MT-17, or with VistaJet GmbH, a German carrier AOC D-326 (each, as context requires, "Operator" or "we").
- 1.2. References in these GTCC to "Client" include references to the party contracting for flight services pursuant to a Services Agreement and references to "Passengers" are to those passengers authorised by Client to utilise the flight services.

2. ENTRY AND EXIT REQUIREMENTS; REQUIRED DOCUMENTS

- 2.1. Passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over and with Operator's instructions. Passengers are responsible for obtaining, and presenting at check-in and at immigration, the necessary travel documents, visas, doctor's certificates, certificates of vaccination, and other documentation that may be required for themselves, their baggage and for any children or animals travelling with them (i) under the applicable rules and regulations of the countries in question and/or (ii) by Operator. In particular, Operator would like to draw Client's and Passenger's attention to visa requirements for foreign nationals. Passengers shall not travel, and Client shall not permit Passengers or accompanying animals to travel where to do so would pose a risk to their health and/or safety or to the health and/or safety of any third party (including Operator employees, customers, and service providers).
- 2.2. As contractual carrier, Operator may, without liability for loss, injury, damage or delay, refuse carriage (i) if the entry or exit requirements for the country of departure and/or destination are not met, (ii) if the required documentation/certification is not presented or appears to be incomplete or incorrect, or (iii) if such carriage, in the sole judgment of Operator, is for any illegal purpose or would result in violation of any applicable law or sanctions (including Passengers listed on a "no-fly" or similar list).
- 2.3. Operator takes no responsibility for any Passenger's compliance with any country's entry or exit requirements (including visas and health status). Such compliance is the sole responsibility of the Passenger(s).
- 2.4. Client shall indemnify Operator for any direct and indirect costs incurred by Operator arising from Client and/or Passengers not complying, or being unable to comply, with any of the requirements in Clauses 2 and 3 of these GTCC, such costs including but not limited to fines and cost of Passenger repatriation.
- 2.5. Operator may, without liability for loss, injury, damage or delay, and at its sole discretion, refuse to carry Passengers on domestic flights where national laws, or traffic rights for the category of flight, prohibit such carriage, for example within the United States. As a result, any change to the list of Passengers must be notified immediately to Operator and will be subject to Operator's prior approval. Stopovers within a given country (including the United States) may be authorized but the domestic transportation of Passengers within that country may be prohibited (and, in the case of the United States, is prohibited).
- 2.6. Client shall ensure that all Passengers booked to travel (as set out in the passenger manifest) on domestic segments (in particular within the United States) will do so on a continuous international journey on the same carrier.

3. HEALTH, SAFETY AND SECURITY; BAGGAGE

- 3.1. Operator is entitled to change the route, flight schedule, seating capacity and maximum take-off weight if these are required by operational circumstances not caused by Operator.
- 3.2. Captain's Decision.
 - i. The pilot in command ("PIC") shall at all times be entitled to take all necessary measures for health and safety reasons. This includes determining Passenger seating and managing baggage loading, allocation and unloading. Additionally, the PIC has the authority to make decisions regarding flight operations and Passengers eligibility, considering factors such as behaviour, which animals may or may not travel, documentation compliance, pre-flight health checks (e.g., temperature screenings), and their overall health, physical or mental condition.
 - ii. Client and Passenger agree that when (in the reasonable view of Operator or the PIC) health, safety or security may be compromised, Operator or the PIC may decide to refuse to start or commence a flight, divert a flight, or take other necessary action. This includes situations such as a Passenger displaying symptoms of a communicable disease or refusing health screenings. In such cases, Operator and the PIC are not liable for any resulting loss, injury, damage or delay.
 - iii. Client and Passenger accept all such final decisions of the PIC.
- 3.3. Owing to the risk of potential health damage, Operator will not under any circumstances carry expectant mothers after the 35th week for a single pregnancy (i.e., during the 4-week period before the expected delivery date) or the 32nd week for a multiple pregnancy (i.e., during the 7-week period before the expected delivery date) ("Delivery Period"), unless Operator waives such requirement at its sole discretion. Operator will carry expectant mothers prior to the Delivery Period without medical certification up to the end of the 28th week of pregnancy. Between the 29th and 35th week for a single pregnancy, or between the 29th and 32nd week for a multiple pregnancy, expectant mothers may travel only if they provide a valid medical certificate from a qualified healthcare provider. The certificate must confirm the gestational age and state that the expectant mother is fit to travel on the scheduled date(s) of the flight. Passenger shall promptly inform Operator if any flight is scheduled to depart after the 28th week

of pregnancy or during the Delivery Period. Operator is entitled to demand presentation of Passenger's antenatal medical record as proof that the pregnancy is not beyond the 35th week. Operator reserves the right to deny carriage if the requirements of this clause are not met.

- 3.4. Owing to the risk of potential health damage, Operator recommends that newborn babies up to the age of seven (7) days should not fly. Infants travel on the lap of their parent, guardian or accompanying Passenger during take-off and landing.
- 3.5. Owing to safety reasons and because of the limited space available, Passengers must make a request to transport animals (*e.g.*, domestic animals and pets) to Operator at the time of booking and Operator must confirm carriage of the animal. Client is responsible for ensuring that the animal complies with the requirements in the country of destination and that the animal is medically fit to travel. The detailed conditions of transportation depend on the species, size and the intended city pair.
- 3.6. Carriage of baggage.
- i. Passengers declare that they are fully aware of the content of all of their baggage.
 - ii. Passenger baggage weight is limited for flight safety reasons and varies according to aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft. Weight limits are calculated by reference to EASA Air Regulations standard weight tables by Passenger and by type of aircraft. If Passenger baggage exceeds these limits Passenger must notify Operator prior to flight. Unless otherwise explicitly stated, Passengers are obliged to notify Operator of all excess and general baggage, stating the dimensions and weight of the items such as but not limited to sports equipment, pushchair/buggy and child's car seat. The carriage of excess and general baggage shall be decided on the basis of the available hold capacity and security regulations for each flight at the sole discretion of the Operator and/or the PIC. Accordingly, Operator reserves the right to accept only a limited quantity or refuse the carriage of excess or general baggage entirely.
 - iii. Passengers may not carry dangerous goods, except as otherwise provided in Table 2.3.A. of the IATA Dangerous Goods Regulations, available here: <https://www.iata.org/contentassets/6fea26dd84d24b26a7a1fd5788561d6e/dgr-67-en-2.3.a.pdf>. Any items that require – or may reasonably require – the consent of the Operator must be declared at a reasonably sufficient time prior to the scheduled departure, must be correctly packaged and marked, and must strictly comply with the relevant laws, rules, and regulations of the appropriate authorities (including documentation obligations), as well as the instructions of the Operator / PIC. The carriage of dangerous goods as cargo may be arranged with the Operator, subject to applicable approvals and compliance with all regulatory requirements. Passengers may not travel with items not declared and/or not approved.
 - iv. Without prejudice to the generality of Clause 3.6.iii., the following must always be declared:
 1. Drugs
 2. Weapons (blunt, pointed, edged, explosive, and/or sporting)
 3. Hazardous cargo (including toxic, flammable, explosive, infectious, radioactive, and/or corrosive)
 4. Unusually heavy or large items
 5. Precious metals, gems
 6. Any object or substance of which possession and/or carriage by air is prohibited under applicable law(s)Subject to Clause 3.6.iii., medicines and medical appliances, toiletries, smoking utensils (except petrol cigarette lighters) or alcoholic drinks may be carried where such items are carried only in small quantities and for permitted personal use.
 - v. Operator and/or PIC may, at its sole and final discretion, and without liability of any kind, refuse to carry any item it deems dangerous and/or illegal and/or not properly and securely packed.
 - vi. Operator may, at its discretion or where required under applicable safety regulations, restrict the amount of liquids that Passengers are permitted to take on board in their hand baggage.
- 3.7. Electronic equipment.
- i. The use of portable electronic device ("PED") cellular mobile communication functions (voice and data) must be turned off the entire flight. PEDs with airplane mode function may use Wi-Fi and Bluetooth function where airplane mode is activated. The use of other electronic devices is permitted only with the consent of the PIC.
 - ii. PEDs placed in baggage must be (a) completely switched off and effectively protected from accidental activation, including the disabling of any application, alarm, or pre-set configurations that may activate the device, and (b) protected from damage by applying suitable packaging or casing or by being placed in a rigid bag protected by adequate cushioning (*e.g.*, clothing). PEDs shall not be carried in the same baggage together with flammable material (*e.g.* perfumes, aerosols, etc.).
 - iii. Spare batteries and power banks must be (i) carried as hand baggage, (ii) readily accessible in the main cabin of the aircraft, and (iii) individually protected to prevent short circuits on board. While on board the aircraft, power banks must not be recharged or used to recharge a PED, and no more than two (2) power banks may be carried per person.
- 3.8. Operator may prohibit smoking at its discretion.
- 3.9. Passenger shall at all times behave and utilize the aircraft in a respectful manner and in accordance with any instruction of the crew. Except for personal use items reasonably and proportionally utilized, Passenger may not remove items from the aircraft without Operator's prior written permission. Breach of this provision may incur, without limitation, replacement fees and a restocking charge payable by Client.

4. FORCE MAJEURE

- 4.1. A “Force Majeure Event” is war, warlike events, infringements of a country’s neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades, lockouts, quarantine (whether declared by a national authority or by an international organisation such as the United Nations) resulting in the suspension of all passenger air traffic, hijacking, the unavailability of essential goods, materials or supplies, including through supply chain disruptions, terrorist actions, requisition, confiscation, expropriation, seizure, adverse weather conditions, natural disasters (such as volcanic eruptions and floods), technical reasons, detention or similar measures, accidents with aircraft, or other events over which Operator has no control. A Force Majeure Event shall not include any other event contemplated by these GTCC and/or a Services Agreement, including without limitation failure by Client and/or Passengers to comply with Clause 2 or Clause 10 of these GTCC.
- 4.2. In the event of a Force Majeure Event, Operator (or an affiliated thereof) reserves the right at any time during the carriage to suspend or redirect the flight in question and/or provide the Passenger with another similar aircraft or cancel the flight at its sole discretion without further liability to Client in the event carriage cannot be undertaken in accordance with Client’s requirements.
- 4.3. Where Operator (or an affiliate thereof) incorporates the GTCC’s definition of “Force Majeure Event” into a Services Agreement that provides services over an extended contractual “Membership”, including, without limitation, the VistaJet Program or VJ25 Membership, the above definition of “Force Majeure Event” shall be deemed to incorporate the following text to distinguish between long-term contractual obligations and individual flights: “Provided, however, Operator (or its affiliate) shall not be deemed unable to fulfil its contractual obligations under the Membership unless such Force Majeure Event renders Operator (or its affiliate) unable to arrange lawfully flight services to, from, and/or within two-thirds of the jurisdictions that fall within the Membership’s service area for the contractually prescribed Force Majeure period (or if no such period, then ninety (90) days).”
- 4.4. If a Force Majeure Event occurs prior to the commencement of a scheduled flight or a series of flights and Operator (or an affiliate thereof) deems no suitable solution is available, Operator (or an affiliate thereof) reserves the right to cancel that flight without liability to Client. If a flight is cancelled mid-carriage due to a Force Majeure Event, Client will only be charged a pro-rata basis for completed flight legs.
- 4.5. Unless stated otherwise in mandatory and indispensable legislation, Operator shall not be responsible for any damage or direct and indirect loss as a result of or arising, directly or indirectly, in connection with a Force Majeure Event, including any delay.

5. GENERAL LIABILITY PROVISIONS

- 5.1 This Clause 5 sets out the limits of Operator. Provided, however, that in the event of a conflict with the liability rules applied under international air law conventions or other applicable laws, the international conventions and/or applicable laws will govern.
- 5.2 Operator’s liability for carriage of Passengers, freight and baggage is governed the Convention for the Unification of Certain Rules of International Carriage by Air of 28 May 1999 (“Montreal Convention”), or the Warsaw Convention for the Unification of Certain Rules relating to International Carriage by Air of 12 October 1929 as amended by the Hague Protocol of 28 September 1955, depending on the contracted routing, relevant provisions of which are outlined in Clause 6 below.
- 5.3 To the maximum extent permitted by law, Operator’s liability shall be limited to proven compensatory damages, and Operator shall not be liable for (i) any loss of profits, revenue, contracts, sales, anticipated savings, goodwill, and reputation; and (ii) indirect, special or consequential losses, or (iii) any form of non-compensatory damages, including punitive or exemplary damages.
- 5.4 If the damaged party’s contributory negligence is proven, the standards of the applicable law relating to exclusion or reduction of compensation obligations due to contributory negligence shall apply. The above provision shall apply if the damaged party fails to minimise the damage as required.
- 5.5 Operator shall not be liable for damage caused in fulfilment of government regulations or if the Passenger or Client fails to satisfy their obligations pursuant to these regulations.
- 5.6 The exclusions and restrictions of Operator’s liability in these GTCC also extend to its owners, directors, affiliates, agents, employees, and/or representatives. The total compensation payable by Operator and/or the aforesaid persons shall not exceed the maximum statutory and contractual liability applicable to Operator.
- 5.7 These GTCC do not waive liability exclusions applicable to Operator under the Warsaw Convention, the Montreal Convention, European or national legislation.
- 5.8 Notwithstanding anything to the contrary in the Services Agreement, Client shall be liable to and shall indemnify Operator for any breach of these GTCC by Client and/or by any Passenger(s), including any consequential losses incurred by Operator due to such breach, however remote. In particular, where: (i) Operator breaches the cabotage rules set out in Clause 2.5 due to any act or omission of Client and/or Passenger(s) (including alterations to passenger manifests) and/or (ii) Client is in breach of Clause 2.6 above, Client shall indemnify Operator for all resulting loss and liability incurred, including future loss of revenue, fines, regulatory sanctions and costs incurred in attending and/or defending any regulatory or legal proceedings or investigations.

6. LIABILITY UNDER THE MONTREAL CONVENTION

- 6.1. Operator’s liability to pay proven compensatory damages for the death, wounding or other bodily injury of passengers is not subject to a maximum limit of damages. Where a claimant seeks compensation of up to SDR 151,800 (equivalent sum in local currency), the Operator can reduce the damages payable by showing that the Passenger was partially or wholly responsible for the injury or death. For claims for damages exceeding SDR 151,800 (equivalent sum in local currency) amount, Operator can avoid paying the excess by proving that its actions were not negligent or otherwise at fault.

- 6.2. If a Passenger is killed or injured, Operator must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (equivalent sum in local currency). An advance payment shall not constitute recognition of Operator's liability. Also, an advance payment may be offset against any subsequent sums paid on the basis of Operator's liability. Finally, an advance payment is not returnable, except where it is subsequently proved that the person who received the advance payment was not the person entitled to compensation.
- 6.3. Operator is liable to pay damages if the Passenger's journey is delayed unless the company took all reasonable measures to avoid these damages or it was impossible to take these measures. The liability for damages caused by Passenger delay is limited to SDR 6,303 (equivalent sum in local currency).
- 6.4. Operator's liability for delay, loss and damage to baggage is as follows:
- Operator is not liable for damage to unchecked baggage (other than damage caused by delay), unless the damage was caused by the Operator's negligence or the negligence of its agents.
 - Operator is liable for damages caused if baggage is delayed unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for damages caused by baggage delay is limited to SDR 1,519 (equivalent sum in local currency).
 - Operator is liable for the destruction, loss or damage to baggage up to a sum of SDR 1,519 (equivalent sum in local currency). In case of checked baggage, it is liable even if it is not at fault, unless the baggage was defective. Regarding unchecked/hand baggage, Operator is only liable if its actions are negligent or otherwise at fault.
 - Operator is not liable for any damage caused by Passenger's baggage. Passengers are responsible for any damage caused by their baggage to other people and property, including property of Operator.
 - Passengers can benefit from a higher liability limit by making a special declaration of the value of their baggage at the time of booking and provided they have paid a supplementary fee.
 - if baggage is damaged, delayed, lost or destroyed, the Passenger must write and complain to Operator as soon as possible. Passengers whose checked baggage sustained damage must submit a written complaint within seven days, and in the case of delay within 21 days, in both cases upon the date the baggage was placed at the Passenger's disposal.
- 6.5. TIME LIMITS: Any action for damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

7. PRIVACY AND DATA PROTECTION

- 7.1 Operator, acting as the data controller, collects and processes Personal Data of Client and/or Passengers in accordance with its Privacy Policy published at www.vistajet.com/en/privacy-notice, which is incorporated by reference. The protection of Personal Data is important to Operator, who hereby commits to handling such Personal Data in compliance with applicable data protection laws and regulations, these GTCC, and the Privacy Policy. Client and/or Passenger hereby acknowledge and accepts manner of processing.
- 7.2 Without prejudice to the Privacy Policy, Operator reserves the right to transmit Personal Data obtained from official photo identification documents and other relevant Personal Data to public authorities and border control agencies, as required by law and/or is necessary for performance of services. Moreover, the actual carrier is also explicitly authorised by Client to process Personal Data of Client and Passengers within the scope of its contractual obligations for the purpose of delivery of flight services. Operator is further explicitly authorised to transmit the said Personal Data to its own offices, authorised representatives, and to the parties who provide services on its behalf, including to the crew charged with the delivery of flight services to Client.
- 7.3 In the event Client receives information or data not intended for them, Client agrees to treat such information with confidentiality. Client undertakes not to disclose the content of such information to any third party and to promptly delete it from their possession.

8. MISCELLANEOUS

- 8.1. Operator is the contracting carrier according to air carriage laws and is the party engaging in the contract with Client, irrespective of whether the contract is directly with Client or their agent. If scheduled Operator arranges for another carrier to fulfil Client's entitled carriage, that carrier becomes the actual carrier under air carriage laws.
- 8.2. In the event Operator is not the actual air carrier, any benefits and limitations conferred under these GTCCs to the Operator shall be deemed to extend to the actual air carrier.
- 8.3. Operator reserves the right to amend these GTCC at any time with effect for the future without obligation to notify. The GTCC published from time to time on the VistaJet Limited website take effect on and from the date of such publication and by continuing to use Operator services after amendment of the GTCC, Client and/or Passenger confirms their consent to the amendments.
- 8.4. Client shall use aircraft for its own pleasure or for business in the carriage of its officials, employees and guests, and shall not, unless pre-approved in writing by Operator, use the aircraft: (a) to provide transportation of Passengers or cargo for remuneration; (b) in violation of applicable rules and regulations; (c) for any illegal purpose; (d) in bad faith; (e) for the transportation of precious metals, gems or cash as cargo, and/or (f) for any commercial use, including photography/filming.
- 8.5. Client shall not film customers, crew, or passengers that will be arriving, disembarking, or walking around the airport without first obtaining their permission and/or a written release.

- 8.6. These GTCC take precedence in the event of a conflict with any other terms and conditions in a Services Agreement or other Operator contract.
- 8.7. No agency, employee or any other third party is entitled to make any amendments to these GTCC or to waive their applicability.
- 8.8. Should any individual provision be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision which comes as close as possible to the economic purpose of the invalid provision.

9. APPLICABLE LAW AND JURISDICTION

- 9.1. Unless otherwise agreed to between Client and Operator in a VistaJet Program Agreement, these GTCC, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these GTCC or their formation (including any non-contractual dispute or claim) shall be governed by and construed in accordance with English law and shall be referred for final resolution by arbitration under the London Court of International Arbitration ("LCIA") Rules, which shall be deemed incorporated by reference. The language to be used in the arbitration shall be English, the number of arbitrators shall be one and the seat or legal place of arbitration shall be London, United Kingdom. Provided, however, Operator retains the right to bring to bring proceedings against Client and/or Passenger in the courts of any other competent jurisdiction whether or not proceedings in the LCIA arbitration are pending or have been prosecuted to judgment.
- 9.2. For the avoidance of doubt, this Clause 9 is without prejudice to the rules of jurisdiction of any applicable law (including the Warsaw Convention or the Montreal Convention) which may apply to the carriage of the Passenger(s).

10. PROHIBITED CONDUCT, BUSINESS PRACTICES AND SANCTIONS

Client and its employees, agents, affiliates and Passengers (together, for the purposes of this Clause, "Client") hereby represents, warrants, and agrees that: (1) to the extent that any laws, statutes, regulations, and codes relating to anti-bribery, anti-corruption, anti-money laundering, terrorist financing, and unfair and prohibited business practices (including but not limited to, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act) (collectively referred to herein as the "Laws") apply to any aspect of the relationship between Operator and Client, Client shall at all times comply with the Laws and will remain in compliance with the Laws; (2) any funds or monies paid to Operator by Client do not stem from money laundering, terrorist financing and/or of any other illegal activity; (3) Client are not a Designated Party (a "Designated Party" means any person or entity that is designated in published lists issued by the U.S. government or the United Nations or the European Union as a Specially Designated National or a Designated Person, a terrorist, a foreign terrorist organization, an organization that assists or provides support to a foreign terrorist organization, a proliferator of weapons of mass destruction, a narcotics trafficker or any other similar designation that would prohibit Operator from engaging in a transaction with that individual or entity under applicable law), or subject to economic or trade sanctions or travel ban; (4) Client will promptly notify Operator in writing should it know, or have reason to know, of any change or potential change in status or relevant details under this Clause; (5) Client shall abide by all applicable laws under the GTCCs and Service Agreement and shall not engage in any inappropriate conduct against any employee, agent, representative or contractor of Operator, including, but not limited to, harassment (verbal or physical), threats, discrimination or acts of violence; (6) the funds paid to Operator by Client are not derived from illegal acts or remitted by or on behalf of a Designated Party; (7) Client shall promptly provide accurate information and documentation upon Operator's request, including, without limitation, that related to Know Your Customer (KYC), Ultimate Beneficial Owner (UBO) and source of wealth/funds, and consents to screening and/or background checks and consents and gives permission to Operator to carry out due diligence or other screening activities on Client and Passengers; (8) Operator reserves the right, without liability to Client, to block, freeze, and/or remit funds received from Client as required by relevant economic or trade sanction laws or regulations; (10) Operator may, without liability to Client refuse carriage or flight operation if, in the sole and absolute judgement of Operator, deems such action necessary to avoid violation or potential violation of law (in any jurisdiction); (11) Client is not entering into the Service Agreement as a proxy for a Designated Party (or any entity or individual covered in Clause 10(3) above), and will not use the aircraft to benefit a Designated Party (or any entity or individual covered in Clause 10(3) above) either directly or indirectly, but shall instead use them for personal use; and (12) without prejudice to all of Operator's other rights under these GTCCs and at law: (a) Operator may (A) terminate the Service Agreement by means of written notice to Client, with immediate effect and without need of judicial recourse, and/or (B) decline to arrange flights or otherwise provide services, and do so without liability for compensation or damages (direct or indirect) of any type or nature, in the event that Client breaches this Clause, fails to comply with this Clause, and Operator determines in their sole discretion that they are otherwise unable to transact with Client under any law, enforcement order, warrant or similar, and assumes all liability and shall indemnify and hold harmless Operator, its officers, directors, shareholders, employees, agents, affiliates, and subcontractors from and against any and all related claims, suits, losses, costs, and liabilities.

11. CONFIDENTIAL INFORMATION

Operator acknowledges that as a result of Operator delivering flight services to the Client, Operator and its employees may learn confidential and proprietary information relating to the Client and/or Passengers ("Confidential Information"). Operator undertakes not to, and shall procure that its employees shall not, disclose such Confidential Information to any third party save: (i) as required to deliver those flight services and any ancillary services requested by the Client and/or Passengers; (ii) where such Confidential Information is in or enters the public domain, other than as a result of a breach by Operator of its obligations hereunder; (iii) pursuant to a legal or regulatory requirement to disclose, deliver, communicate, or otherwise make available the Confidential Information to a third party; (iv) to the auditors and/or legal advisors and/or other professional advisors and/or bankers and/or any potential or actual investors or partners of Operator; (v) to an affiliate or subsidiary or strategic partner of Operator (including to the officers, directors, employees, agents and advisors of the subsidiary, affiliate or strategic partner); or (vi) to protect Operator's rights, property and safety and the rights, property and safety of the Client and/or Passengers, or others; Provided, however, Confidential Information shall not include Personal Data of the Client and of Passengers, which shall be held and processed by Operator in accordance with Clause 7 instead.