

## THE MAIN CONDITIONS OF PASSENGERS AND BAGGAGE CARRIAGE CONTRACT

1. These Terms and Conditions apply to the service of domestic and international air carriage of passengers and baggage provided by MY FREIGHTER LLC under the trademark "Centrum Air". The Regulations set out the rights, obligations and responsibilities of the Carrier and the Passengers using the Carrier's services. Legal address of the Carrier: 262 Buyuk Ipak Yo'li, Tashkent, 100123.

The name of the Carrier may be abbreviated on the ticket. The full name and its abbreviation can be found in the fare manuals, conditions of carriage, rules and timetables of the relevant Carrier. The Carrier's address must be the airport of departure shown on the ticket opposite the first abbreviated name of the Carrier.

2. This contract is based on the following provisions:

- The Air Code of the Republic of Uzbekistan and legislative acts of the Republic of Uzbekistan regulating the activities in the area of air carriage;
- The Convention for the Unification of certain rules relating to international carriage by air (Warsaw Convention, 1929);
- Convention supplementary to the Warsaw Convention of 1929 on the Unification of Certain Rules Relating to International Air Carriage by Non-Contractual Carriers;
- The Hague Protocol, officially the Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air, 1955;
- The Montreal Protocols Nos. 1, 2, 4 1975 amending the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on 12 October 1929 and modified by the Protocol done at The Hague on 28 September 1955;

3. The conditions of this carriage contract apply to both scheduled and charters unless the conditions of the charter contract state otherwise.

4. The carriage performed under the terms of this contract and the services provided by the Carrier shall be subject to the tariff rules applicable to the payment for the carriage and services, as well as the carriage rules established by the Carrier and forming part of this contract.

5. A mandatory condition for the conclusion of the carriage contract is the passenger's advance booking of a seat on the flight requested by the passenger. When booking a seat and issuing a ticket, the passenger must provide contact information (contact telephone number to be used for communication, including during the passenger's flight, at the passenger's choice - e-mail address permanently available to the passenger or telephone numbers or e-mail addresses of his/her trusted persons with whom the passenger will communicate during the flight) so that the Carrier can notify the passenger about changes in the schedule.

6. The Carrier shall book the carriage and services requested by the Passenger and issue ticket subject to the Passenger providing his/her personal data. The Carrier will be obliged not to disclose such data and to comply with all legal requirements established for its processing and storage. The Passenger agrees to transfer of his/her personal data to the automated passenger booking and check-in system and other automated systems and that the Carrier may perform the required booking and ticket issuance and other settlement documents, also to perform all operations related to subsequent ticketing and changes to the conditions of the Carriage contract. Passenger personal data will only be transferred by the Carrier to public authorities at their request in accordance with the legislation in force in the countries of departure, destination and transit, including cases where such transfer constitutes a cross-border transfer of personal data. However, public authorities to whom personal passenger data are provided upon request in order to perform their official mission should not be regarded as recipients if they receive personal data that is necessary for a specific investigation for the public interest.

7. Processing of the passenger's personal data in the context of these Terms and Conditions shall mean any action or set of actions performed by the Carrier within the framework of fulfilling its obligations under the carriage contract, as well as for the purpose of preparing personalized offers for the passenger regarding the Carrier's services, including collection, recording, systematization, accumulation, storage, updating, change, extraction, use, transfer, depersonalization, blocking, deletion, destruction of personal data.

8. Whilst seat booking, the Passenger shall notify the Carrier of any additional services required when a seat is requested for the carriage of special categories of passengers (passengers with small children, unaccompanied children, passengers with physical or mental disabilities, sick passengers, passengers with reduced mobility requiring additional means of carriage) to ensure that such information is taken into account both at the time of booking and sale of the air ticket, and at the time of service acceptance for carriage and on board of the aircraft. Bookings for special categories of passengers should be requested no later than 36 hours prior to the scheduled departure of the flight to ensure that the special service requested will be provided.

9. A ticket issued electronically or in paper form shall serve as proof of the conclusion of the contract between the passenger and the Carrier. The agreed stopping points on the route of transport are the points indicated on the ticket issued to the passenger at his/her request. The ticket is valid for the flight on the date indicated on the ticket and only for the person in whose name it is issued. The period of validity of a ticket for carriage is one year from the date of commencement of carriage or, if the first flight coupon of the ticket has not been used for carriage, one year from the date of issue of the ticket. Unless otherwise agreed in the fare manual. Ticket validity period for refund (if refund is allowed by fare rules) - one year from the date of ticket issuing. The refund is made at the point of purchase of the ticket to the person or entity who paid for the carriage, if this person has not ordered otherwise. Unless otherwise agreed in the fare.

10. By concluding the carriage contract, the passenger confirms that they have read and understood the rules of the fare applied for the payment of the airline ticket and have been informed about the Carrier's additional charges, government taxes, duties, and airport fees imposed upon the sale of the airline ticket.

11. Whilst concluding a carriage contract and requesting the provision of additional services related to the execution of a carriage contract, the passenger is provided by standard settlement document - EMD, confirming the fact of payment for the additional services provided by the carrier.

12. The passenger who has concluded the carriage contract shall comply with all requirements of the governmental authorities of the countries of departure, destination, and transit concerning such carriage, possess valid entry, exit, and other necessary documents (passport, other lawful identification, visas, medical certificates, etc.) with the required validity period, and shall arrive at the airport at the time specified by the Carrier, allowing sufficient time to complete all pre-flight governmental formalities.

13. In cases where the passenger is unable to use his booked seat on any points of the route, the passenger must inform the Carrier by contacting the Carrier's authorized agent. If the passenger fails to do so, after departure of the flight on which the passenger has not used his booked seat, all subsequent points of the route will be cancelled automatically by the booking system without notice to the passenger.

14. The Carrier will not be responsible for the passenger's loss of seat on board the connected flight if the passenger's carriage from the point of connection on the route is issued with a separate ticket.

15. The Carrier shall have the right to make changes to the current flight schedule, cancel or delay the flight specified in the ticket, substitute the type of aircraft, or alter the carriage route, including changing or canceling stopovers at points indicated in the ticket, based on flight safety, aviation security, compliance with the requirements of governmental authorities of the countries of departure, destination, or transit, as well as due to force majeure circumstances and/or for commercial reasons. In such cases, the Carrier undertakes to take all measures within its control to transport the passenger and baggage within a reasonable and acceptable time

for the passenger, offering an alternative flight on another aircraft or transportation by another means. The scheduled flight time indicated in the timetable or other informational sources is not guaranteed and does not constitute a part of this contract.

16. In case of change of the schedule of flights, the Carrier is obliged to inform passengers who are involved in the carriage contract and who are affected by such a change of the schedule, but is not responsible for not informing the passenger about the change of schedule, airport of departure/arrival, flight cancellation or any other change if the passenger has not provided his contacts (phone number, e-mail address, etc.) when booking carriage services or the Carrier has been unable to contact the passenger as a result of the passenger providing incorrect or unavailable contact information.

17. When accepting a passenger for carriage, the passenger is obliged to:

- arrive for check-in at the time indicated by the Carrier;
- provide all necessary and valid documents (passport or other identity document, visas, if necessary, results of medical examinations, etc.);
- present all planned baggage and hand baggage, which is carried on board the aircraft under the responsibility of the passenger personally, items at the check-in desk;
- carry with you documents, funds, jewelry and other valuables and do not check them in your baggage;
- pay for the carriage of baggage carried in excess of the Carrier's established baggage allowance, as well as for special chargeable baggage according to the Carrier's established tariffs;
- pass the pre-flight security check;
- arrive at the boarding gate at the time indicated by the Carrier for boarding the aircraft;
- comply with the rules of passenger and baggage carriage established by the Carrier, obey cabin and flight crew members during the carriage;
- hand baggage is handed over for carriage as checked baggage if it exceeds the quantitative, weight and/or dimensional hand baggage limits set by the Carrier.

18. The Carrier has the right to terminate the carriage contract if the passenger of the aircraft refuses to pay for the carriage of his baggage, for which, according to the Carrier's rules, payment is to be made.

The Carrier may also refuse to transport the baggage if the baggage:

- includes contents which may cause damage to the aircraft, cargo, other baggage, crew members or passengers;
- has dimensions and/or weight which do not allow its placement in the baggage and cargo compartments of the aircraft;
- is subject to restrictions, prohibitions and safety standards established by countries of departure, transit and destination.

**The Carrier has the right to refuse to carry the Passenger's excess baggage if there is no space available in the baggage and cargo compartments of the aircraft operating the flight.**

19. After delivery at destination/stopover, checked baggage belonging to the passenger is issued only to the bearer of the baggage tag. If it is not possible to present the tear-off coupon of the numbered baggage tag, the baggage may be issued to the passenger only on condition that he/she proves that the baggage was checked in for carriage.

20. The passenger has the right to terminate the carriage contract at any time prior to the departure of the aircraft, on which the passenger has reserved a seat, at one of the points on the route and receive all or part of the amount paid for the carriage in accordance with the rules of the tariff applied to pay for the carriage. In case of voluntary cancellation of the flight the passenger may be charged a penalty fee (fine), the amount of which depends on the conditions of the applied fare for payment for carriage.

21. The Carrier shall have the right to terminate the passenger carriage contract at any point along the carriage route in the following cases:

- the passenger violates customs, border, sanitary-quarantine, or other requirements related to air carriage, or lacks documents required for entry into the country of destination/transit as established by the laws of the countries of departure, destination, and transit;
- the information on the passenger's identity document presented at check-in does not match the data provided during seat reservation and ticket issuance;
- the passenger's health condition, confirmed by medical documents, requires special conditions for air carriage, poses a threat to the safety of the passenger or others, or prevents the Carrier from providing services to other passengers in accordance with the Carrier's rules;
- the passenger is in a documented state of alcohol or drug intoxication, and their mental and/or physical condition requires special assistance from the Carrier, causes disorder, creates significant inconvenience to other passengers, or poses a danger or risk to the passenger, others, their property, or the Carrier's property;
- the passenger refuses to undergo pre-flight security screening in accordance with aviation security requirements;
- the passenger violates onboard conduct rules, creating a threat to flight safety or to the life or health of persons or property on board;
- the passenger fails to appear or arrives late for check-in or boarding at the time specified by the Carrier for the flight;
- the passenger refuses to comply with the requirements established by the Carrier's rules;
- force majeure circumstances arise that prevent the Carrier from performing the air carriage contract, in whole or in part.

22. The passenger should follow all the requirements of the state authorities of the countries of destination related to transportation, as well as, have entry, exit and other proper documents. In case of denial of entry into the country of destination, the passenger is responsible for any costs incurred to the carrier and the carrier is entitled to recover from the passenger all costs incurred as a result of such denial.

### **23. Limits of the airline's liability for breach of carriage contract.**

The following limits of liability established by the Warsaw Convention, the Hague 1956 Supplementary Convention and the Montreal Protocols of 1975 and the Air Code of the Republic of Uzbekistan apply to carriage on My Freighter LLC flights (under the «Centrum Air» trademark):

- 16,600 Special Drawing Rights (SDRs) in respect of passenger death or personal injury. The exclusion applies to transport to or from the USA or transport with an agreed stopping point in the USA where the limit of liability under US law cannot be less than US\$75,000. Such limit of liability shall include court costs and expenses, except for costs and expenses which shall be reimbursed separately under the law of the country where the claim is made. In this case, the limit of liability is deemed to be \$58,000, excluding costs and expenses;;
- 17 Special Drawing Rights per kilo of lost, damaged or delayed checked baggage and 332 Special Drawing Rights for unchecked baggage (hand baggage) and only in cases where the passenger would have been unable to control his/her hand baggage during the carriage contract.

All statutory limitations on the Carrier's liability apply to its agents, servants, or representatives as well as to any person whose aircraft is used by the Carrier in the performance of the carriage, as well as its agents, servants or representatives.

Any agreement by the Carrier with passengers, consignors or consignees to reduce liability shall be invalid. The Carrier shall be entitled to enter into an agreement to increase the limits of liability compared to the limits established by applicable law.

24. The Carrier shall be responsible for the safekeeping of checked baggage after acceptance of its baggage for carriage and its delivery to the passenger at the point to which such baggage is checked in. Irrespective of the stated liability limits, the passenger may increase the Carrier's liability limit for

lost, damaged or delayed baggage by declaring the value of his/her baggage at the time of check-in and paying an additional charge;

The Carrier may limit its liability for items requiring special handling, treatment and/or protection (especially fragile, valuable or perishable items carried in checked baggage) when carriage is performed under general conditions of transport contract. Money, valuables and documents shall be transported by the passenger with him/her and shall not be placed in the baggage.

25. In case of delay or cancellation of the flight due to actions of the Carrier, refusal to allow the passenger to board the flight on which the passenger has been booked, the Carrier undertakes to provide the passenger with alternative carriage, and in case of delay of the flight also undertakes to compensate the passenger for additional expenses incurred and, if necessary, to provide additional services in form of hotel accommodation, transport to the hotel and meals.

**26. Timing of claims and actions against the airline in the event of breach of carriage contract.**

- Written claims in the case of international transport may be made against the Carrier:
- in case of damage or shortage of the baggage received - immediately, but no later than 7 days from the day of receipt of the baggage upon discovery of the damage or shortage;
- in case of a delay in delivery - no later than 21 days from the day the baggage has been placed at the disposal of the recipient;
- in case of loss of baggage - within two years from the day of arrival of the aircraft at the destination point or from the day the transport was interrupted.

For domestic transport, written claims against the Carrier may be made within a period of six months. This period shall be calculated:

- on claims for compensation for missing or damaged baggage or for delayed delivery of the baggage - from the day the baggage was issued;
- in case of claims for compensation for the loss of the baggage - from the day the baggage should have arrived at its destination;
- in all other cases - from the day of the event constituting the basis for the claim.

Claims against the Carrier arising out of carriage by air shall be brought at the option of the claimant, at the location of the carrier or at the place where the Carrier has its agency where the carriage contract was made, before the appropriate court of the place of destination.

In the event of no written claim made within the time limit, no action may be brought against the Carrier.

**The Carrier has the right to refuse a claim by a passenger or his/her legal representative in cases where:**

- the passenger has not submitted the necessary proof of the damage caused;
- the deadline for lodging a claim has expired;
- the damage did not occur as a result of the performance of the carriage contract;
- the damage occurred due to the improper packing of the baggage by the passenger
- items or substances contained in the baggage were the reason of the damage
- the damage occurred due to the necessity to observe laws, regulations, orders or requirements of state authorities and/or due to the passenger's failure to observe them
- damage occurred as a result of inclusion of items or substances in the baggage by the passenger, which are prohibited for carriage by air, or due to violation of Carrier's rules by the passenger, which resulted in the occurrence of damage.