

FLIGHT SERVICES AGREEMENT FOR THE WHEELS UP CLUB

CORE MEMBERSHIP

The terms and conditions set forth below, including any schedules or addendums hereto, and together with the applicable provisions of the Membership Agreement, constitute the agreement (the “Agreement”) between Wheels Up and Member for participation in the Club (as such terms are defined below). All currency references herein shall be to U.S. Dollars. Except as otherwise defined herein, capitalized terms used herein shall have the respective meanings set forth on Schedule A.

1. **Membership Club.** For as long as Member maintains its account in good standing, Member will have the right to participate in the Club pursuant to the terms and conditions set forth herein. Member must designate to Wheels Up, in writing, any other person who is authorized to make flight requests on behalf of Member or receive any information about Member or its account. Club services can only be provided to Member and Member’s invited guests.
2. **Agency Appointment; Disclosures.** Member hereby appoints Wheels Up as its authorized agent, in its sole capacity as Member’s agent to (a) arrange at the request of Member the provision of services under the Club, including, without limitation, to arrange on demand air transportation services with Operator on behalf of Member and Member’s guests, (b) execute such documents as are necessary and appropriate in connection therewith, including, without limitation, to execute On Demand Air Transportation Contracts on behalf of Member, and (c) take all actions as are necessary and appropriate to coordinate such services on behalf of Member. Member acknowledges and agrees that such contracts entered into on Member’s behalf in accordance with the foregoing shall bind Member and be subject to terms and conditions not materially inconsistent with those stated herein.

All flights under the Club will be operated by Operators that are FAR Part 135 certified and DOT Part 298 registered air carriers that meet all applicable regulatory, operational and safety standards. Operators will exercise complete, effective and sustainable operational control over each flight at all times. Wheels Up may own certain aircraft utilized in the program but does not operate such aircraft.
3. **Membership Account.** Upon becoming a member in the Club, Wheels Up shall create a Membership Account in the name of Member. Wheels Up will charge all flight costs and charges for related services incurred under Member’s account to Member’s Membership Account. All such costs shall be paid as set forth in Section 10.
4. **Aircraft Booking.** Member may make a booking through the Wheels Up App or Wheels Up Website or may call or email Wheels Up’s dedicated Member Services Representatives 24 hours a day, 7 days a week, 365 days a year at 855-933-5987 (855-WE FLY UP) or members@wheelsup.com. Wheels Up reserves the right to not accept any booking request if there is an unpaid balance in Member’s Membership Account.
5. **Lead Passenger.** There must be a “Lead Passenger” on each flight taken through Member’s account. The Lead Passenger shall be either Member or any one of three Alternate Family Lead Passengers that Member may designate on the signature page hereto, except as set forth in the paragraph below. In the event any

Alternate Family Lead Passenger is less than 16 years of age, such person must be accompanied by an adult or a chaperone to fly (please review the Passenger Notices on Schedule F for more information.)

6. Aircraft.

- (a) **Size of Aircraft.** Member may request any of the different sizes of aircraft then available through the Club based on the terms and conditions specified in this Agreement. Schedule B-1 sets forth the category of aircraft available under the guaranteed capped hourly rate pricing programs, an indication of the types of aircraft that may be provided for a booking request in each of the categories, as well as the number of passengers guaranteed and the number of passengers recommended in each class. Wheels Up shall provide information both through the Wheels Up Website and the Wheels Up App as well as through its Member Services Representatives regarding how many passengers an aircraft can carry. In no event will Member be permitted to have a number of passengers that exceeds the maximum number of passengers permitted on the aircraft, as determined by Wheels Up or Operator. Additionally, Wheels Up or Operator reserve the right to limit the number of passengers or amount of luggage for a flight based on the aircraft’s passenger or luggage capacity based on flight specifics and will communicate such information to the best of its ability prior to the flight.
- (b) **Pricing of Guaranteed Aircraft.** Schedule B-2 sets forth the maximum hourly rates with respect to each category of aircraft for flights flown on days for which Member is guaranteed an aircraft as identified on Schedule C-1 and Schedule D. Except as set forth in Section 15, such hourly rates are subject to change upon thirty (30) days’ notice to Member. The cost of each flight will be based on Estimated Billable Flight Time (rounded to the nearest tenth of an hour or six minutes). Estimated flight times that are 1-2 minutes above the nearest tenth of an hour are rounded down to the nearest tenth. Estimated flight times that are 3-5 minutes above the nearest tenth of an hour are rounded up. Estimated Billable Flight Time includes six minutes added to each take-off and six minutes added to each landing to compensate for taxi time. Depending on aircraft category, flights are subject to either daily or flight segment Estimated Billable Flight Time minimums, as set forth on Schedule C-2. Notwithstanding the foregoing, based on market demand at time of booking, requested departure date and time, and requested route, certain flights may be priced lower than as calculated herein. Such flight quotes that are priced below the guaranteed capped hourly rate pricing shall be based on pricing and availability at the time of booking. In all cases and subject to Section 11, the cost of each flight will be fixed and identified at time of booking.
- (c) **Availability and Booking Notice.** Aircraft shall be guaranteed by Wheels Up as set forth on Schedules C-1 and Schedule D, *provided*, that (i) if the reservation is for a Peak Travel Day, Member shall be required to have purchased

their Fund Program no less than thirty (30) Days prior to such Peak Travel Day, (ii) if Member is flying on a non-guaranteed day for Member, then Member is entitled to use the flight travel service, subject to availability, based on market demand and pricing. Schedule C-3 sets forth the minimum notice required to book travel on each aircraft type on non-Peak Travel Days. Booking requests made inside the minimum booking period are subject to availability and the guarantees set forth herein will not apply. Peak Travel Days also have certain restrictions, advanced booking requirements and specific policies on the day of travel that can be found on Schedule D.

- (d) **Reserving Multiple Aircraft.** Member may request Wheels Up to reserve more than one (1) aircraft on the same Day, subject to availability. Availability for reservations of multiple aircraft is not guaranteed and, unless otherwise indicated at time of booking, may be fulfilled in accordance with Section 6(f) below. Member will be obligated for all costs and expenses associated with each individual reservation and subsequent itinerary. The cancellation and confirmation provisions provided below will be applicable to each individual reservation, itinerary or booking.
- (e) **Replacement Aircraft.** In the event of the non-availability of an aircraft booked pursuant to Section 6(a) above and guaranteed as set forth on Schedules C and D, Wheels Up shall provide Member with an alternate, mission-capable aircraft at a cost no greater than the amount charged for the originally requested aircraft.
- (f) **Non-Guaranteed Aircraft Availability and Pricing.** For days when Member is not guaranteed an aircraft as indicated on Schedules C-1 and D, availability and pricing (and related terms) may vary based on marketplace demand. As with pricing for guaranteed aircraft, and subject to Section 11, the cost of each flight will be fixed and identified at time of booking.
- (g) **Changes to Itineraries.** Changes made to the itinerary for a flight after booking, including without limitation, date, time, airports, or passenger count, could result in an adjustment to the cost of the flight. Member will be notified of any change in cost as promptly as possible following making such a requested change to the itinerary.
- (h) **New Members Joining After October 2021.** Notwithstanding the foregoing, (i) none of the provisions of Sections 6(a), (b), (c) or (d) shall apply to New PAYF & \$100K Members until the date that is 90 days following commencement of their membership in the Club (the “Non-Guaranteed Period”), provided that such limitations shall not prevent New PAYF & \$100K Members from booking flights during the Non-Guaranteed Period that are scheduled to occur following expiration of such period; and (ii) New \$200K Members shall not have availability on Peak Travel Days (as identified on Schedule D-3) until the expiration of the Non-Guaranteed Period, provided that such limitations shall not prevent New \$200K Members from booking flights during the Non-Guaranteed Period that are scheduled to occur on Peak Travel Days following expiration of such period. Notwithstanding what is set forth in the Membership Agreement, New PAYF & \$100K Members and New \$200K Members will be granted an initial membership term of 15 months instead of the standard 12-month initial membership term.

7. **Departure and Landing Slots.** All itineraries that require departure and landing slots mandated by the FAA are subject to availability. Wheels Up will arrange with Operator to obtain a departure or landing slot at the origin or destination point of Member’s choice, but may have to arrange for a flight using an alternate airport or a different flight time based on slot availability, weather, Air Traffic Control directives or other factors not within its control.

8. Flight Confirmation.

- (a) **Confirmation of Itinerary.** Itineraries are considered confirmed when all of the following has occurred: (a) Member requests a reservation through the Wheels Up App or Wheels Up Website or with a Member Services Representative either electronically or by telephone and such request is confirmed as received; (b) Wheels Up, as the agent for Member, requests this flight with Operator and Operator confirms this flight request with an On Demand Air Transportation Contract entered into by Wheels Up as agent for Member with Operator; and (c) a flight confirmation document is issued and sent to Member by Wheels Up. Once confirmed, the cancellation provisions and applicable charges specified in Section 9 below will apply.
- (b) **Departure Flex – Non-Peak Travel Day.** If Member has not purchased a Fund Program, for flights occurring on non-Peak Travel Days, Wheels Up reserves the right to move the departure time for a scheduled flight, also known as Flex, to a time that is sixty (60) minutes earlier or sixty (60) minutes later than the originally scheduled departure time. Member will be informed of any flight adjustments no later than the Day prior to the scheduled flight.
- (c) **Departure Flex – Peak Travel Day.** For flights occurring on Peak Travel Days, Wheels Up reserves the right to move the departure time for a scheduled flight to a time that is three (3) hours earlier or three (3) hours later than the originally scheduled departure time. Member will be informed of any flight adjustments no later than the Day prior to the scheduled flight.

9. **Cancellation or Changes.** Wheels Up reserves the right to assess a fee of up to 100% of the booked itinerary charge if Member cancels or changes a confirmed itinerary without giving the minimum advance cancellation notice required for the applicable aircraft type or category as specified on Schedule C-3.

10. Payments for Flights.

- (a) **Members without Fund Programs.** At the time of booking, a Member who does not have an active Fund Program may indicate their preferred method of payment, including a credit card on file, alternate credit card, check, wire or ACH transfer. Upon booking, Wheels Up will place a nominal .015% hold on Member’s credit card on file, in order to authenticate the payment method. Subject to Section 11, the full cost of the flight is due and will be charged to the elected payment method approximately twenty-four (24) hours prior to the scheduled departure time. For any Member opting to pay the balance due by means of check or wire, Wheels Up reserves the right to charge the full balance to Member’s credit card on file if check or wire is not timely received.

- (b) Members with Fund Programs. For Members who have an active Fund Program, the cost of the flight, subject to Section 11, will be deducted from the amount remaining in Member's Fund Program. In the event the cost of the flight exceeds the amount remaining in Member's active Fund Program, Member authorizes Wheels Up to charge Member's credit card on file for any overage. Member can purchase a Fund Program by check, wire or ACH transfer or with a credit card, *provided* that payments by credit card will be subject to a 2.5% processing fee. All Fund Programs must be paid in full by Member at the time of purchase.
- (c) Ancillary / Additional Flight Costs. With respect to additional charges of the type referenced in Section 11 below that are not charged or paid at time of booking, Wheels Up will deliver an Invoice for such amounts as soon as possible after such charges become known following completion of the flight. For Members who have an active Fund Program, such costs will be deducted from the amount remaining in Member's Fund Program. Members who do not have an active Fund Program shall be responsible to make payment of all such invoiced expenses no later than five (5) business days after receiving an Invoice by check, wire, ACH or by authorizing payment via Member's credit card. If payment is not received by Wheels Up within five (5) business days of making an Invoice available, Member's credit card on file will be charged.
- (d) Past Due Payments. If payment for any amounts due are not timely received by Wheels Up, Member authorizes Wheels Up to charge Member's credit card on file for any balances due. Failure to pay in a timely manner as provided for herein may result in the revocation or suspension of membership and membership privileges at the sole discretion of Wheels Up with no further obligation to Member. Wheels Up reserves the right to assess a 1.5% per month finance charge on past due amounts. Additionally, Wheels Up reserves the right to charge Member any legal or collection agency fees associated with the collection of past due accounts.
- 11. Potential Additional Charges.** Additional charges may be assessed to Member on a particular flight by Operator or Wheels Up over and above the cost of the flight indicated at time of booking as specified herein:
- (a) Fuel Surcharge. Wheels Up reserves the right to add a fuel surcharge to the hourly rate, which shall be capped at (i) \$300 per flight hour for the King Air 350i, (ii) \$600 per flight hour for the Light Jet and Midsize Jet and (iii) \$900 per hour for the Super-Mid and Heavy cabin aircraft, upon thirty (30) days' notice from Wheels Up to Member, *provided* that any such surcharge will not apply to flights booked and confirmed pursuant to Section 8(a) prior to the notice date.
- (b) Late Charges. If Member or any of Member's guests are more than sixty (60) minutes late for a scheduled flight, Wheels Up or Operator shall have the right to cancel the flight at its sole discretion and certain cancellation penalties may apply as provided in this Agreement.
- (c) Additional Terms and Fees for Flights Outside of the Continental United States. Flights originating or terminating outside of the Continental United States shall be subject to certain additional terms and conditions as set forth on Schedule B-3. For such international trips, Member agrees to comply with all applicable policies required by U.S. Customs and Border Protection, and will reimburse Wheels Up or Operator (as applicable) for any costs incurred as a result of a failure to comply.
- (d) Crew Duty Days. Trips that include more than one segment occurring on the same Day must be accomplished inside of an FAA regulated crew duty day. A "crew duty day" allows for twelve (12) hours of time from the originally scheduled departure of the initial flight segment of the Day to the actual landing time of the final flight segment of the Day. In the event a multiple segment trip goes past the end of a crew duty day as a result of a delay caused by Member, additional charges in connection with positioning a second aircraft or crew to service the delayed flight may apply. In the event a second aircraft is necessary to complete the flight in question, such flight shall be subject to the terms of Section 6(d) above.
- (e) Other Fees / Charges. Wheels Up reserves the right to charge Member for additional expenses incurred in connection with the flight as set forth on Schedule B-4.
- (f) Authorization for Additional Charges. Member hereby authorizes Wheels Up to charge to Member's credit card on file, or, where applicable, Member's Fund Program, any fees described in this Section 11 that are not included in the cost of the flight at time of payment therefor as set forth in Section 10(c) above.
- 12. Passenger Notices.** Schedule F sets out additional terms and conditions applicable to flights under the Club .
- 13. Services Provided by Delta.** Member shall receive the additional benefits from Delta as set forth on Schedule E (the "Delta Benefits"), subject in each case to the terms and conditions set forth on such Schedule. In order to qualify for the Delta Benefits, Member must provide an active Delta SkyMiles number to Wheels Up. At any time, Delta, in its sole discretion, may modify or cancel any such additional benefits upon written notice to Member. All benefits that Delta offers in the Medallion program are conditioned upon Member's compliance with the Delta Air Lines Membership Rules and Conditions, the Medallion program terms and conditions described in the Medallion Benefits guide, all terms and conditions of the SkyMiles program, all terms and conditions of Delta's Contract of Carriage, Delta's fare rules and all other applicable Delta rules and regulations. Current versions of the Medallion Benefit Guide, the SkyMiles Membership Guide and Program Rules, and other applicable rules that may apply to Member's travel are available at delta.com or from a Delta representative. These rules are subject to change at any time.
- 14. Suspension of Membership; Death of a Member; Bankruptcy.**
- (a) Voluntary Suspension of Membership. Member may suspend its membership for up to one year by providing thirty (30) days' prior written notice to Wheels Up and receiving subsequent approval from Wheels Up, not to be unreasonably withheld, provided that no such suspension can be exercised more than one time in a five (5) year period. Notwithstanding the foregoing, in the event Member changes its permanent address to an area outside the Continental United States, Member may suspend its membership until such time as service is offered on a guaranteed basis within such area by

Wheels Up. Membership may be reactivated at any time during the voluntary suspension by Member, provided, however, that any reactivation will be subject to the prevailing hourly rates and annual dues at that time. Reactivation must also be effective at least thirty (30) days prior to a booking request by Member of a flight for a Peak Travel Day.

- (b) **Death of a Member.** A Member who is an individual may designate a beneficiary, on the Beneficiary Designation Form available through Member Services, to succeed to Member's rights and obligations, if any, under this Agreement if such individual Member dies during the term of this Agreement. Such designated beneficiary shall be considered the Member, and subject to all terms and conditions of this Agreement, for the remaining term of this Agreement. Such designated beneficiary shall execute such documents as may be reasonably requested by Wheels Up to effectuate the intent of this Section 14(b).

If a Member shall die prior to the termination of this Agreement and shall not have designated a beneficiary on the Beneficiary Designation Form, or if such designated beneficiary shall refuse to agree to all terms and conditions described herein, this Agreement shall be deemed to have been terminated by Member pursuant to Section 16 herein.

- (c) **Bankruptcy.** If Member commits an act of insolvency or bankruptcy, such act shall be an event of default under this Agreement. In addition to any other remedies available to Wheels Up as provided for in this Agreement, or in law or in equity, (i) Wheels Up will be entitled to immediately stop providing Member with services, and/or (ii) Wheels Up will be entitled to terminate this Agreement by providing Member with written notice of termination.

- 15. Fund Program Rules; Unused Funds.** If Member purchases a Fund Program, the preferential Fund Program terms set forth on Schedule C will apply. Fund Program terms apply until the earlier of (i) expiration of the applicable Fund Preference Period as specified on Schedule C-1, and (ii) depletion of the Fund Program. So long as Member remains in good standing, funds from Fund Programs do not expire. However, if Member does not use all such funds within the applicable Fund Preference Period, flights paid for with any remaining funds shall be subject to Pay-As-You-Fly terms.

- 16. Termination.** Member may terminate its participation in the Club at any time, with or without cause, and without penalty (except as otherwise provided herein) by the delivery of written notice to Wheels Up. Wheels Up reserves the right to terminate Member's participation in the Club at any time for an act or actions that are harmful to the Club, its members or its assets as determined by Wheels Up ("Cause") by delivery of written notice to Member of such termination for Cause and the reasons related thereto. No refund shall be made to Member for any Initiation Fees (as defined in the Membership Agreement), Annual Dues (as defined in the Membership Agreement) or Fund Programs upon termination as set forth herein. Additionally, Member shall remain liable to Wheels Up for any amounts due and owing to Wheels Up at the termination of Member's participation in the Club pursuant to this Agreement.

- 17. Insurance.** Wheels Up shall require Operator to maintain at least \$100 million combined single limit liability insurance coverage, including passenger liability, public liability, contractual liability, property damage liability coverage, personal injury coverage and war risk liability coverage. Member and its passengers shall be added as additional insureds under Operator's insurance coverage for their respective rights and interests in respect of liability arising out of flights taken on aircraft owned and/or operated by Operator.

MEMBER AGREES TO ACCEPT THE PROCEEDS OF THE INSURANCE MAINTAINED BY OPERATOR AS THEIR SOLE RECOURSE AGAINST WHEELS UP OR OPERATOR FOR ANY LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, INJURY, DEATH OR PROPERTY DAMAGE) TO ANY PASSENGER; PROVIDED HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY IN THE EVENT OF WHEELS UP OR OPERATOR'S PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

- 18. Liability.** (a) Wheels Up shall not have nor assume any responsibility or liability to Member for activities performed by Operator; (b) Operator shall be solely responsible for all claims arising out of any and all occurrences, accidents or incidents that occur on or in connection with the aircraft operated by Operator, including, without limitation, all personal injuries, property damage or wrongful death; (c) Wheels Up is not responsible for any negligent act or omission by Operator or its personnel and is not responsible for any personal injury, property damage, accident, delay, inconvenience, or change in itinerary that may occur for the benefit of Member; and (d) Wheels Up shall not be liable under any contract, negligence, strict liability or other legal or equitable theory for any (i) consequential, indirect, incidental, special, punitive, lost profits, exemplary or reliance damages; (ii) amounts in excess of the price paid for a particular flight; or (iii) matter beyond its reasonable control. Notwithstanding the foregoing, in no event shall Member pursue Wheels Up for any amount in excess of (1) Initiation Fees or Annual Dues (as defined in the Membership Agreement) paid in connection with Member's year of membership in which the matter giving rise to a claim occurred, and (2) amounts paid for a particular flight if a claim arises therefrom, and Wheels Up's liability, if any, shall be strictly limited to an amount equivalent to such Initiation Fees, Annual Dues, and/or amounts paid for a particular flight, as applicable, which were actually paid by Member.

- 19. Disclaimer of Responsibility for Delay / Cancellation / Other.** Wheels Up shall not be liable for any delay or failure by it or Operator to perform in connection with any flight, service or in the performance of any obligation hereunder, if such delay or failure is due to or in any manner caused by acts of God, rebellion, riots, hijacking, insurrection, civil commotion, pandemic, epidemic, strikes or labor disputes, fires, floods, laws, regulations, acts, demands or orders of any government or agency, seizure of the aircraft under legal process, adverse weather conditions, inability to obtain fuel, aircraft damage or loss, lack of essential parts or supplies, mechanical problems, illness or incapacitation of crew members, denial of operating or landing approvals, clearances or permits by governmental authority, or any other cause which is beyond the control of Wheels Up or Operator. Wheels Up is hereby released from any claim or demand for any direct or consequential damages arising out of its failure or that of Operator to perform as a result of a force majeure event whether or not herein enumerated or other event referenced above. Wheels Up or Operator will use commercially reasonable efforts to make

acceptable alternate flight arrangements should any of the above occur and cause a delay.

- 20. No Warranties.** Wheels Up represents that it is a limited liability company organized under the laws of the State of Delaware and that it has the corporate authority to enter into this Agreement. WHEELS UP MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO ANY MATTER ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED TO MEMBER OR ANY GUEST OF MEMBER; WHEELS UP HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. MEMBER ACKNOWLEDGES AND AGREES THAT THE ENTIRE RISK ARISING OUT OF THEIR USE OF THE SERVICES PROVIDED HEREUNDER (INCLUDING ANY USE OF SOFTWARE, INCLUDING THE WHEELS UP APP), AND ANY THIRD PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH THEM TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 21. Electronic Signatures.** Member and Wheels Up agree that: (a) receipt of electronic signatures that the recipient reasonably believes to be authorized by the transmitting party shall constitute the valid signature on behalf of the transmitting party (it being agreed that transmission from an email address identified by Member as an authorized email address of Member shall be reasonable to accept); (b) such electronic transmissions shall be deemed to satisfy any federal, state or local laws or regulations requiring that agreements be in writing; (c) neither party shall contest the validity or enforceability of any such electronic transmission; and (d) computer maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.
- 22. Reselling Wheels Up Services.** Member shall not resell any services, offers or benefits provided by Wheels Up, or those of its partners. Member may not act as an agent, use Wheels Up's logo, trademarks or service marks, or those of its partners. In certain instances, Member may join with other members prior to confirmed booking in order to share a flight's cost and capacity in such a manner as may be facilitated and permitted by Wheels Up, provided that Member shall in no event resell transportation or flights to other members or any third party.
- 23. Terms Subject to Change.** All terms and conditions contained herein are subject to change upon thirty (30) days' notice from Wheels Up to Member. Changes to the terms and conditions and any additional services will be posted to the Wheels Up Website and Wheels Up App.
- 24. Member Representations.** Member expressly represents and warrants that (i) it shall only use the services and Software provided in connection with the Club in accordance with applicable law and the terms of this Agreement, (ii) it is at least eighteen (18) years old, and (iii) it has the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. Member may only access the services provided hereunder using authorized means.
- 25. Intellectual Property.** Wheels Up alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the services provided hereunder (including the Software that may become available to arrange flight services) and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Member or any other party relating to the services provided hereunder. This Agreement is not a sale and does not convey any rights of ownership in or related to the services provided hereunder or any intellectual property rights owned by Wheels Up. The Wheels Up name, logo(s), and the names associated with the services provided hereunder are trademarks of Wheels Up or third parties, and no right or license is granted to use them.
- 26. Dispute Resolution.** These terms and conditions and the provision of services by Wheels Up hereunder shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflict of law principles. Any dispute arising under these terms and conditions or the services provided by Wheels Up shall be finally settled by binding arbitration before a panel of one (1) arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award may be entered in any court of competent jurisdiction. The location of arbitration shall be in New York, New York. No class arbitration shall be permissible. In the event Member fails to pay any sums due to Wheels Up hereunder at the time such sums are due to be paid, Wheels Up shall be entitled to recover all reasonable attorneys' fees and costs from Member related to or arising out of any efforts to collect such sums from Member, including any legal proceedings or arbitration that is commenced in order to collect such sums.
- 27. Further Assurances.** Member hereby agrees to take such further actions as may be reasonably requested by Wheels Up in connection with the services to be provided hereunder for the performance of its obligations hereunder on behalf of Member.
- 28. Non-Standard Flight Opportunities.** From time to time, there may be certain shared flight, scheduled shuttle service, empty leg, public charter or other non-standard flight opportunities available to Member through the Wheels Up App, the Wheels Up Website or otherwise. The terms and conditions with respect to Member's participation in these flights may differ in certain respects from, and in some cases override, the terms set forth herein. Terms and conditions for non-standard flight opportunities, including Shared Flights, Shuttle Flights, Hot Flights, will be provided to Member at the time of booking and can also be found in the Legal sections of the Wheels Up App and Wheels Up Website located at <https://members.wheelsup.com/src/client/legal>. Member shall be required to agree to the terms and conditions applicable to such flight(s) prior to participating in any such non-standard flight opportunity. There is no guarantee that any such flight opportunities shall become available, or if provided, will remain, available to members of the Club, and, if available, there is no guarantee as to Member's opportunity to participate in such flights. Except as otherwise set forth herein, a Member participating in any non-standard flight opportunity shall not be entitled to maintain a booking in its account for more than one (1) flight to the same destination (defined as city or region, on a case-by-case basis) within any twenty-four (24) hour period. For the purposes of this Section 28, a flight shall include travel on the Wheels Up fleet, through available charter services and participation in empty legs, scheduled shuttle service, shared flights, public charter and other

flight opportunities that may become available to Member from time to time.

Agreement and the fulfillment of the transactions described herein.

29. Miscellaneous.

- (a) Severability. If any provision of this Agreement is declared by an arbitrator or a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full effect and enforceable.
- (b) Entire Agreement; Modifications; Headings; No Waiver. This Agreement together with the Membership Agreement, exhibits, schedules, attachments, addendums, and/or agreements referenced herein and incorporated herein by reference constitute the entire agreement between the parties concerning its subject matter and supersede any prior or contemporaneous agreements, understandings or proposals. No modification of this Agreement by Member shall be effective unless the same shall be in writing and signed by Wheels Up. Paragraph headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting these terms and conditions. No provision of, right, power or privilege under this Agreement shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of any party, its agents or employees, but only by an instrument in writing signed by an authorized representative of each party. No waiver by any party of any breach or default of any provision of this Agreement by the other party shall be effective as to any other breach or default.
- (c) Survival. The representations, warranties and covenants made in this Agreement except for those that apply only to a certain time, shall survive the execution and delivery of this

- (d) Assignment. This Agreement shall not be assigned by Member without the written consent of Wheels Up.

- 30. Notices. Wheels Up may give notice by means of a general notice through the Software, electronic mail to Member's email address on record in Wheels Up's account information, by posting such notice to the Wheels Up Website or Wheels Up App, or by written communication sent by first class mail or pre-paid post to Member's address on record in Wheels Up's account information. Such notice shall be deemed to have been given upon the expiration of (i) forty-eight (48) hours after mailing (if sent by first class mail or prepaid post) or posting to the Wheels Up Website or Wheels Up App, or (ii) twelve (12) hours after sending electronically if sent by email. Wheels Up may send SMS/text messages relating to services under the Club (e.g., flight and ground transportation updates). If Member does not wish to receive communication regarding flights and other Club services via SMS/text, Member may opt-out at any time. Member may give notice to Wheels Up (such notice shall be deemed given when received by Wheels Up) at any time by any of the following: letter sent by confirmed email to Wheels Up at the following email address notices@wheelsup.com; letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail to Wheels Up at the following address: Wheels Up, 601 West 26th Street, Suite 900, New York, NY 10001 addressed to the attention of: Legal. Notwithstanding the foregoing, any notice which is specific to Member's account (i.e., notices which are not general notices) will be sent to Member's email address on record in Wheels Up's account information or via first class mail or pre-paid post as described above.

Schedules Index

Schedule	Subject Matter
A	Definitions
B-1	Aircraft by Jet Category
B-2	Hourly Rates
B-3	International
B-4	Additional Fees / Charges
C-1	Pay-As-You-Fly & Fund Programs
C-2	Billable Flight Time Minimums
C-3	Booking Notice & Cancellation Periods
C-4	West Coast Region
D-1 through D-4	Peak Travel Days
E	Services Provided by Delta
F	Passenger Notices

Schedule A: Definitions

“*Alternate Family Lead Passenger*” means either the spouse, children, parents, grandparents; or same-sex or opposite-sex civil partners or domestic unions; or same-sex or opposite-sex cohabitants of Member who can be named as one of the three other Lead Passengers on Member’s account.

“*Catering*” means food and beverages ordered for the flight by Member beyond supplied On-Board Provisions and shall be at an additional cost to Member.

“*Club*” means the Wheels Up program.

“*Continental United States*” means the contiguous 48 states of the United States of America.

“*Day*” means a twenty-four (24) hour calendar day. Flights that are the second or subsequent leg of a trip that are requested for prior to 5:00 AM shall be deemed to take place the same Day as the initial flight for such trip.

“*Delta*” means Delta Air Lines, Inc.

“*Estimated Billable Flight Time*” means the estimated time from takeoff time to the landing time rounded to the nearest 1/10th of an hour plus an additional 1/10th of an hour for each take-off and 1/10th of an hour for each landing to compensate for taxi time. Estimated flight times are determined using Wheels Up’s proprietary flight time estimator, which calculates estimates between two airports based on aircraft performance, Air Traffic Control routing, historical flights, and historical seasonal winds.

“*FAA*” means the Federal Aviation Administration.

“*FAR’s*” means the Federal Aviation Regulations contained in 14 C.F.R. Sections 1 – 199.

“*FET*” means the Federal Excise Tax.

“*Flex*” means the departure time for a scheduled flight is moved to a time that is earlier or later than the originally scheduled departure time.

“*Fund Program*” means pre-purchased dollar-denominated account credits that can be used to pay for Club costs including Annual Dues (described in the Membership Agreement), flight services and any costs incidental thereto (e.g., catering and ground transportation). When reference is made to an “active” Fund Program, it means a Fund Program that is within its applicable Fund Preference Period identified on Schedule C-1.

“*Invoice*” means any billing document sent to Member by Wheels Up identifying costs and related charges incurred by Member for a particular flight or other service.

“*Member*” means the individual identified in the Membership Agreement and on the signature page hereto.

“*Membership Account*” means the account created in the name of Member in accordance with Section 3.

“*Membership Agreement*” means the Membership Agreement that accompanies these terms and conditions at the time Member initially becomes a member of the Club.

“*Member Services Representatives*” means the personnel employed by Wheels Up to handle Member’s flight requests and certain other member activities such as ground transportation through telephone, Wheels Up Website, Wheels Up App or email communications.

“*New Members*” means persons who become members from and after November 1, 2021.

“*New PAYF & \$100K Members*” means persons who become members from and after November 1, 2021 who are a Pay-As-You-Fly Member or who have purchased a \$100,000 Fund Program.

“*New \$200K Members*” means persons who become members from and after November 1, 2021 who have purchased a \$200,000 Fund Program.

“*On-Board Provisions*” means select non-alcoholic beverages; certain wine, beer and alcohol; coffee; and a variety of snacks that are supplied on all Member flights at no additional charge. On Board Provisions may vary by Operator, flight, location and geography.

“*On Demand Air Transportation Contract*” means the agreement agreed to by Wheels Up as agent for Member with Operator for each flight for the provision of any particular flight for on demand air transportation, as requested by Member.

“*Operator*” means each licensed air carrier that provides air transportation services to Member under this Agreement, as such air carrier may be utilized or designated with prior notice by Wheels Up on behalf of Member from time to time.

“*Pay-As-You-Fly Members*” means members who do not have an active Fund Program.

“*Peak Travel Days*” means those specific high traffic Days that are designated at the beginning of each calendar year by Wheels Up. The Peak Travel Days for the 2022 calendar year are identified in Schedules D-1 through D-4. A Peak Travel Day shall begin at 9:00 pm on the evening before the travel Day and shall end at 6:00 am on the Day following the travel Day. Wheels Up will make available the list of upcoming Peak Travel Days to each member on an annual basis. Special terms and conditions applicable to travel on Peak Travel Days can be found on Schedule D. In addition, travel on Peak Travel Days will be subject to a 10% premium, as further set forth on Schedule C-1.

“*Roundtrip Flight*” means two (2) flight segments by the same Lead Passenger arriving and departing from the same city pairs.

“*Software*” means the software used for the Wheels Up App as well as the software used on the Wheels Up Website, as may be modified and updated from time to time.

“*Wheels Up*” means Wheels Up Partners LLC, a Delaware limited liability company.

“*Wheels Up App*” means the Wheels Up proprietary mobile software technology that is available for Member to request flights and conduct other member activities.

“*Wheels Up Website*” means the Wheels Up proprietary website located at members.wheelsup.com that is available for Member to request flights and conduct other member activities.

Schedule B-1: Aircraft by Jet Category

	KING AIR ⁽¹⁾	LIGHT ⁽¹⁾	MIDSIZE	SUPER-MID	LARGE-CABIN / HEAVY
Recommended Passenger Count	Up to 8	Up to 5	Up to 6	Up to 8	Up to 10
Guaranteed Passenger Count	8	6	7	8	10
Indicative Aircraft ⁽²⁾	King Air 350i	Hawker 400XP, Beechjet 400A, Citation Encore, Citation CJ3	Citation Excel, Hawker 800XP, Lear Jet 60, Lear Jet 75	Citation X, Citation Sovereign, Hawker 4000, Gulfstream 200, Challenger 300	Falcon 2000, Gulfstream IV SP, Gulfstream V, Challenger 604/605

- (1) For days with guaranteed availability at capped hourly rates, New PAYF & \$100K Members shall be guaranteed either a King Air 350i OR a Light Jet, but not both categories. On such days, either a King Air 350i or a Light Jet, or when available both categories, will be made available and subject to the capped hourly rates. Such availability, whether either of the two categories or both, will be indicated at time of booking. See Schedules B-2 and C-1 for more information.
- (2) Category includes referenced aircraft and other like aircraft of similar seating capacity, size category and mission profile. Depending upon availability, certain aircraft in each jet category *may* allow for more passengers than the indicated guaranteed passenger count. Wheels Up shall provide information both through the Wheels Up Website and the Wheels Up App as well as through its Member Services Representatives regarding how many passengers an aircraft can carry.

Schedule B-2: Hourly Rates ⁽¹⁾⁽²⁾

Capped Hourly Rate by Aircraft Category (Effective December 1, 2021)

Aircraft Category	Pay-As-You-Fly	\$100K Fund Program	\$200K Fund Program	\$400K Fund Program
King Air 350i ⁽³⁾	\$5,295	\$4,995	\$4,995	\$4,995
Light Jet ⁽³⁾	\$6,495	\$6,495	\$6,195	\$6,195
Midsized Jet	\$7,795	\$7,795	\$7,495	\$7,495
Super-Mid Jet	\$9,295	\$9,295	\$9,295	\$8,895
Large Cabin Jet	\$12,995	\$12,995	\$12,995	\$12,595

Capped Hourly Rate by Aircraft Category (Applies to Fund Programs purchased prior to December 1, 2021)

Aircraft Category	\$100K Fund Program	\$200K Fund Program	\$400K Fund Program
King Air 350i ⁽³⁾	\$4,495	\$4,495	\$4,495
Light Jet ⁽³⁾	\$5,995	\$5,795	\$5,795
Midsized Jet	\$7,695	\$7,495	\$7,495
Super-Mid Jet	\$9,295	\$9,295	\$8,895
Large Cabin Jet	\$12,995	\$12,995	\$12,595

- (1) Hourly rates shown do not include required Federal Excise Tax and passenger fees. Flights may be subject to other taxes and fees as specified elsewhere in this Flight Services Agreement.
- (2) Travel on Peak Travel Days will be subject to a 10% premium, as further set forth on Schedule C-1.
- (3) For days with guaranteed availability at capped hourly rates, New PAYF & \$100K Members shall be guaranteed either a King Air 350i OR a Light Jet, but not both categories. On such days, either a King Air 350i or a Light Jet, or when available both categories, will be made available and subject to the capped hourly rates. Such availability, whether either of the two categories or both, will be indicated at time of booking. See Schedule C-1 for more information.

* Fund Programs purchased prior to December 1, 2021, inclusive of \$50,000 Fund Programs, will continue to be afforded the preferential terms and conditions applicable to such Fund Programs at the time of purchase, including capped hourly rates, until the earlier of (i) the expiration of the applicable Price Lock and Peak Travel Day Guarantee Periods in effect at the time of purchase, and (ii) depletion of the Fund Program.

Schedule B-3: International

- (a) For flights to/from destinations within 225 miles of the Continental United States border (other than Mexico), there will be a 10% premium on the applicable hourly rate for all such flight occurring on a non-Peak Travel Day (as defined on Schedules D-3 and D-4) and 20% for travel on Peak Travel Days (as defined on Schedules D-3 and D-4).
- (b) For flights to/from destinations more than 225 miles from the Continental United States plus all of Mexico, pricing, availability, and cancellation terms will be based on market conditions.
- (c) For flights to/from Cabo San Lucas on a King Air 350i or Midsize Jet, there will be a 20% premium on the applicable hourly rate for all such flights occurring on a non-Peak Travel Day (as defined on Schedules D-3 and D-4) and a 30% premium for travel on Peak Travel Days (as defined on Schedules D-3 and D-4). For flights to/from Cabo San Lucas on all other jet categories, pricing, availability, and cancellation terms will be based on then current market conditions.
- (d) In addition to the foregoing, all such flights shall be subject to applicable additional international fees based on the average costs incurred for traveling to such locations, which may include, without limitation, navigation charges, positioning charges, landing charges, overnight charges, customs charges, segment charges, miscellaneous taxes, handling fees, various foreign fees and charges. A schedule of applicable international charges by location, which may change from time to time, is available upon request from Member Services. Member will be informed of such expected charges prior to confirming a requested itinerary.

Schedule B-4: Additional Fees / Charges

Wheels Up reserves the right to charge Member for additional expenses incurred in connection with the flight, which shall include:

- (a) High Density Airport fees in the amount of up to \$650 for each departure from or arrival at a High-Density Airport. For avoidance of doubt, the High-Density Airports are: Hartsfield (Atlanta), JFK, LaGuardia, Newark and O’Hare (Chicago);
- (b) Fees or other expenses incurred as a result of requested use of a Fixed Base Operator other than what is directed by Operator;
- (c) Ground transportation, car hire requested by Member;
- (d) Special airport handling fees (e.g., after hour operations) or fees associated with special events (e.g., Super Bowl, Masters, Kentucky Derby);
- (e) All applicable taxes including but not limited to required Federal Excise Taxes and passenger fees;
- (f) Costs of repairing any damage (or extraordinary wear and tear) caused by Member (or Member’s passengers) to the aircraft or its interior; and
- (g) De-icing costs incurred for a flight will be charged to Member as follows:

Aircraft Category	Pay-As-You-Fly	\$100K Fund Program	\$200K Fund Program	\$400K Fund Program
King Air 350i	No Charge	No Charge	No Charge	No Charge
Light Jet	No Charge	No Charge	No Charge	No Charge
Midsized Jet	No Charge	No Charge	No Charge	No Charge
Super-Mid Jet	100% of de-icing cost incurred	Up to \$6,000	Up to \$3,000	No Charge
Large Cabin Jet	100% of de-icing cost incurred	Up to \$6,000	Up to \$3,000	No Charge

- (h) Any other out of the ordinary charges incurred at the request of Member or incidental to a member request.

Schedule C-1: Pay-As-You Fly & Fund Programs

Program Terms	Pay-As-You-Fly	\$100K Fund Program	\$200K Fund Program	\$400K Fund Program
Guaranteed Availability (days) ⁽¹⁾	300	365	365	365
Peak Travel Days	65 ⁽²⁾	20	20	10
Departure Flex ⁽³⁾	+/- 60 minutes	N/A	N/A	N/A
Fund Preference Period ⁽⁴⁾	N/A	12 months ⁽⁶⁾	18 months ⁽⁶⁾	24 months
Peak Travel Day Premium ⁽⁵⁾	N/A	10%	10%	10%

- (1) For days with guaranteed availability at capped hourly rates, New PAYF & \$100K Members shall be guaranteed either a King Air 350i OR a Light Jet, but not both categories. On such days, either a King Air 350i or a Light Jet, or when available both categories, will be made available and subject to the capped hourly rates. Such availability, whether either of the two categories or both, will be indicated at time of booking. See Schedule B-2 more information
- (2) Requests for flights on the 65 days that are not guaranteed for Pay-As-You-Fly Members are subject to availability and market pricing. If booked, such flights are subject to Peak Travel Day terms and conditions.
- (3) Departure Flex times apply to non-Peak Travel Days only. For flights booked by a Pay-As-You-Fly Member, Wheels Up reserves the right to move a scheduled flight to a time that is 60 minutes earlier or 60 minutes later than the originally scheduled flight time by notifying Member no later than the day prior to the scheduled flight. For all flights booked on a Peak Travel Day, Wheels Up reserves the right to move a scheduled flight to a time that is 3 hours earlier or 3 hours later than the originally scheduled departure time. In all cases, Member will be informed of any controllable flight adjustments no later than the day prior to the scheduled flight.
- (4) Period during which flights paid for with a Fund Program will receive the applicable preferential terms and conditions, including (i) guaranteed availability as indicated on the applicable Peak Travel Day Calendar (see Schedule D and Section 15 for additional details), (ii) preferential departure slide terms as indicated above (see Section 15 for additional details), (iii) capped hourly rates as indicated on Schedule B-2, (iv) Billable Flight Time Minimums as indicated on Schedule C-2, and (v) Booking Notice and Cancellation periods identified on Schedule C-3. Upon expiration of this period, flights paid for with any remaining funds shall be subject to Pay-As-You-Fly terms.
- (5) A 10% premium will be added to the capped hourly rate for travel on the Peak Travel Days identified on Schedules D-3 and D-4. Such premium will be reflected in the cost of the flight presented at time of booking. Because those Peak Travel Days identified on Schedules D-3 and D-4 are not guaranteed and are subject to market pricing for Pay-As-You-Fly Members, the 10% premium is not applicable for such members.
- (6) For New PAYF & \$100K Members and New \$200K Members, such Fund Preference Period shall commence on the date following expiration of the Non-Guaranteed Period.

* Fund Programs purchased prior to December 1, 2021, inclusive of \$50,000 Fund Programs, will continue to be afforded the preferential terms and conditions applicable to such Fund Programs at the time of purchase until the earlier of (i) the expiration of the applicable Price Lock and Peak Travel Day Guarantee Periods in effect at the time of purchase, and (ii) depletion of the Fund Program.

Schedule C-2: Billable Flight Time Minimums

Aircraft Category	Pay-As-You-Fly	\$100K Fund Program	\$200K Fund Program	\$400K Fund Program
King Air 350i: Per Segment ⁽¹⁾	1.0 hour	1.0 hour	1.0 hour	1.0 hour
Light Jet: Daily ⁽²⁾	1.5 hours	1.5 hours	1.2 hours	1.2 hours
Light Jet (West Coast): Daily ⁽²⁾⁽³⁾	2.0 hours	2.0 hours	1.5 hours	1.5 hours
Midsized Jet: Daily ⁽²⁾	1.5 hours	1.5 hours	1.2 hours	1.2 hours
Midsized Jet (West Coast): Daily ⁽²⁾⁽³⁾	2.0 hours	2.0 hours	1.5 hours	1.5 hours
Super-Mid Jet: Daily ⁽²⁾	2.5 hours	2.5 hours	2.5 hours	2.0 hours
Large Cabin Jet: Daily ⁽²⁾	2.5 hours	2.5 hours	2.5 hours	2.0 hours

- (1) A flight segment is a flight between two destinations, measured by one take off and one landing. Billable Flight Time for a flight segment includes six minutes added to each take-off and six minutes added to each landing to compensate for taxi time.
- (2) A daily Billable Flight Time minimum, where applicable, applies with respect to all flight segments occurring within the same Crew Duty Day.
- (3) These daily minimums apply for flights that depart from or arrive in the West Coast Region (see Schedule C-4).

* Fund Programs purchased prior to December 1, 2021, inclusive of \$50,000 Fund Programs, will continue to be afforded the preferential terms and conditions applicable to such Fund Programs at the time of purchase, including Billable Flight Time Minimums, until the earlier of (i) the expiration of the applicable Price Lock and Peak Travel Day Guarantee Periods in effect at the time of purchase, and (ii) depletion of the Fund Program.

Schedule C-3: Booking Notice & Cancellation Periods

Aircraft Category	Pay-As-You-Fly	\$100K Fund Program	\$200K Fund Program	\$400K Fund Program
King Air 350i	72 hours	48 hours	48 hours	48 hours
Light Jet	72 hours	72 hours	48 hours	48 hours
Midsized Jet	72 hours	72 hours	48 hours	48 hours
Super-Mid Jet	72 hours	72 hours	72 hours	48 hours
Large Cabin Jet	72 hours	72 hours	72 hours	72 hours
International Flights	72 hours	72 hours	72 hours	72 hours

The above table applies with respect to booking on non-Peak Travel Days. A minimum of 120 hours' (5 Days') notice is required to book travel on Peak Travel Days.

* Fund Programs purchased prior to December 1, 2021, inclusive of \$50,000 Fund Programs, will continue to be afforded the preferential terms and conditions applicable to such Fund Programs at the time of purchase, including Booking Notice and Cancellation Periods, until the earlier of (i) the expiration of the applicable Price Lock and Peak Travel Day Guarantee Periods in effect at the time of purchase, and (ii) depletion of the Fund Program.

Schedule D: Peak Travel Days

Peak Travel Days for the 2022 calendar year are identified in Schedules D-1 through D-4 as described below. A Peak Travel Day begins at 9:00 pm on the evening before the travel Day and ends at 6:00 am on the following Day.

Special terms and conditions applicable to travel on Peak Travel Days:

- A minimum of 120 hours' (5 Days') notice is required to book travel on Peak Travel Days.
- Flights may be moved to a time that is 3 hours earlier or 3 hours later than the originally scheduled departure time. Member will be informed of any controllable flight adjustments no later than the day prior to the scheduled flight.

PROGRAM	PEAK TRAVEL DAY CALENDAR
Pay-As-You-Fly	<u>D-1</u>
FUND PROGRAMS	
\$50K Fund Program ⁽¹⁾	<u>D-1/D-2</u> ⁽²⁾
\$100K Fund Program	<u>D-3</u>
\$200K Fund Program ⁽³⁾	<u>D-3</u>
\$400K Fund Program	<u>D-4</u>

- (1) The \$50K Fund Program is not available for purchase by New Members. Effective December 1, 2021, Wheels Up will no longer offer \$50K Fund Programs to any members.
- (2) Travel on a Light, Midsize, Super-Midsize or Heavy cabin aircraft for members with an active \$50,000 Fund Program (purchased prior to December 1, 2021) is subject to the calendar set forth on Schedule D-1. Travel on a King Air 350i for these members is subject to Schedule D-2.
- (3) As indicated in Section 6(h), New \$200K Members will not have availability on Peak Travel Days (as identified on Schedule D-3) until the expiration of their Non-Guaranteed Period.

WHEELS UP

Schedule D-1: Peak Travel Days

The following are the 65 days that are subject to availability and, if confirmed, Peak Travel Day rules and market pricing for:

- Booking all travel for members who have not purchased a Fund Program.
- Booking travel on a Light, Midsize, Super-Midsize or Heavy cabin aircraft for members with an active \$50,000 Fund (purchased prior to December 1, 2021).

2022

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28						27	28	29	30	31		
30	31																			

April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			

Schedule D-2: Peak Travel Days

The following are the 35 days that are subject to availability and, if confirmed, Peak Travel Day rules and market pricing for booking travel on a King Air 350i for members with an active \$50,000 Fund Program (purchased prior to December 1, 2021).

2022

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28						27	28	29	30	31		
30	31																			

April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6						2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			

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Schedule D-3: Peak Travel Days

The following are the 20 days that are subject to Peak Travel Day rules for all travel for members with an active \$100,000 Fund Program or \$200,000 Fund Program. Notwithstanding the foregoing, as indicated in Section 6(h), New \$200K Members will not have availability on Peak Travel Days until the expiration of their Non-Guaranteed Period.

2022

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28						27	28	29	30	31		
30	31																			

April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6						2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			

WHEELS UP

Schedule D-4: Peak Travel Days

The following are the 10 days that are subject to Peak Travel Day rules for all travel for members with an active \$400,000 Fund Program.

2022

January						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
S	M	T	W	T	F	S
	1	2	3	4	5	6
	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Schedule E: Services Provided by Delta

Medallion® Status for Wheels Up Qualifying Flight Spend:

Member may qualify for Medallion status with Delta on the basis of their Wheels Up Flight Spend (as defined below) during a calendar year. The Flight Spend qualification year will commence on January 1 and conclude on December 31. Whether such Flight Spend qualifies for purposes of the Flight Spend tiers will be determined in Delta’s and Wheels Up’s discretion. “**Flight Spend**” means amounts paid in US Dollars by a Member for (i) flights arranged through Wheels Up, including costs ancillary thereto but specifically excluding (x) taxes and fees attributable to or imposed on flights and (y) Wheels Up Membership fees, and (ii) Wheels Up Fund Programs, and, in the limited case of Fund Program purchasers, membership dues paid for with such Fund Program. For the avoidance of doubt, for (i) above, Flight Spend will not be recognized until after the flight is flown. Flight Spend is counted only toward the Membership account under which the flight is booked and paid.

Qualifying Flight Spend for the period January 1, 2021 through December 31, 2021.

Flight Spend Threshold within the 2021 Calendar Year	Medallion Status
US \$50,000	Gold Medallion
US \$75,000	Platinum Medallion
US \$100,000	Diamond Medallion
US \$150,000	Diamond Medallion <i>plus</i> Gold Medallion
US \$200,000	Two Diamond Medallions

Medallion status awarded during the above period will commence after qualification and conclude on January 31, 2023.

Flight Spend for the period January 1, 2022 through December 31, 2022.

Flight Spend Threshold within the 2022 Calendar Year	Medallion Status
US \$50,000	Gold Medallion
US \$100,000	Platinum Medallion
US \$150,000	Diamond Medallion
US \$200,000	Diamond Medallion <i>plus</i> Gold Medallion
US \$300,000	Two Diamond Medallions

Medallion status awarded during the above period will commence after qualification and conclude on January 31, 2024.

Medallion status can be awarded to Member or, if Member chooses, an Alternate Family Lead Passenger. If Member desires its earned Medallion status to be awarded to an Alternate Family Lead Passenger, it must notify Wheels Up of such designation before the Medallion Status is awarded. Once Medallion status is awarded, it cannot be transferred to another individual. In the event that Member exceeds the Medallion Flight Spend threshold and then reaches the Flight Spend threshold for Medallion status for a second time in the same calendar year, Member may designate a different individual, either itself (if it does not already have Medallion status) or an Alternate Family Lead Passenger to receive the applicable Medallion status. For clarity, a single SkyMiles Member may not be awarded the same Medallion status twice in the same year nor extend Medallion status to subsequent years. If Member’s Wheels Up membership account is cancelled by Member or terminated by Member or Wheels Up during the term of Member’s Medallion status earned through Wheels Up Flight Spend, Delta reserves the right to terminate Medallion status at such time.

Flexible Funds

Member may utilize funds from a qualifying Wheels Up Fund Program to purchase commercial flights provided by Delta. Payment for such commercial flights will be debited against Member’s Fund Program balance and is due at the time of booking. Member may make a Delta commercial booking by calling Wheels Up Member Services at 855-933-5987 (855-WE FLY UP).

The purchase of Delta commercial flights using a Wheels Up Fund Program will be subject to a non-refundable fee of \$50.00 per ticket. This processing fee applies to the original purchase and/or any voluntary changes of the applicable transportation or related services and does not replace any change fees assessed by Delta. This fee is non-refundable, even in the event that the tickets are canceled or voided. By using a Wheels Up Fund Program to purchase Delta commercial flights, Member agrees that Wheels Up may share certain limited information with Delta, including passenger identity and available remaining funds, to facilitate confirmation of fund availability and payment using such funds. Use of Wheels Up funds to purchase Delta commercial flights are subject at all times to Delta terms and conditions, which are subject to change without notice.

Schedule F: Passenger Notices

PASSENGER IDENTIFICATION

Wheels Up will require Member (referred to in this Schedule F as “Member”, “you” or “your”) to provide specific and accurate passenger information regarding all persons traveling pursuant to arrangements made by Member, after or during the booking process and furnished to Wheels Up no later than twenty-four (24) hours prior to departure for domestic flights and no less than seventy-two (72) hours prior to departure for international flights unless such departure is scheduled less than twenty-four (24) hours or seventy-two hours (72), as applicable, in advance, in which case Member must promptly furnish such information to Wheels Up.

Domestic Flights. Before boarding, you must present the flight crew with a valid government-issued photo identification. A parent or legal guardian may vouch for the identity of any passenger under the age of 18. Failure to provide identification may delay or cause cancellation of your flight.

International Flights. At least 72 hours prior to boarding, you must confirm possession of a passport and any visa required for entry to the countries included in the trip itinerary. The website of the U.S. Department of State provides information on the documents required to enter other countries (travel.state.gov). If Wheels Up is required to carry any passenger out of a country on the trip itinerary because that passenger is refused entry or is deported by that country’s immigration authorities, the passenger will be responsible for the cost of that flight.

PASSENGER HEALTH

You are personally responsible for ensuring that you are sufficiently healthy to travel, including not having symptoms of any illness that is the subject of a public health crisis. You also will be solely responsible for ensuring that your travel complies with any applicable law where the flight will begin and finish. Further, while traveling, you may naturally have more opportunities for exposure to illnesses that are more prevalent in other places than in your home or work community. You acknowledge these natural risks and hereby release Wheels Up, the air carrier operating your flight, and each of their affiliates, directors, officers, employees, agents, successors, and assigns from any liability or claims (including any claims based on contract or tort) relating to your experiencing an illness that might have resulted from exposure during travel.

AVIATION SECURITY

Prohibited Items. Certain items may not be carried on a commercial aircraft (see www.tsa.gov/travel/security-screening/whatcanibring/all). You must notify Wheels Up in advance if you wish to bring firearms or other prohibited items aboard the aircraft, and you must consent to the secured stowage of the firearm or other prohibited item as required by law and as directed by the flight crew.

Inspection. All persons, luggage, and personal items coming onto the aircraft are subject to inspection as required by law or as reasonably determined necessary by the flight crew. Wheels Up may discontinue any flight if you refuse to allow such an inspection.

You agree to cooperate with Operator in fulfilling any requirements pertaining to safety and security. Operator will have no liability for any inconvenience, delay, loss, or damage in connection therewith.

NO SMOKING, VAPING, OR INTOXICATION

Smoking and vaping are prohibited on all flights. Any passenger violating this rule will be responsible for the cost of cleaning the aircraft interior.

The flight crew may prohibit any passenger who appears or behaves intoxicated from boarding the aircraft.

CATERING

Wheels Up or Operator (as applicable) shall arrange for there to be On-Board Provisions on flights. You may request Catering from the Member Services Representative at an additional cost.

COMPLIANCE WITH LAW & COOPERATION WITH FLIGHT CREW

You must comply with all applicable safety, security, customs, and immigration laws of each jurisdiction associated with the flight. You also must comply with all aviation safety and security instructions from the flight crew, and you must never threaten or assault a crewmember. You will indemnify Wheels Up and the operating air carrier against any damage either incurs due to your violation of applicable law, failure to follow flight crew safety or security instructions, or threat or assault.

HAZARDOUS MATERIALS

Generally. U.S. law prohibits the carriage of hazardous materials on the aircraft, either in a passenger’s luggage or on their person. Violations may result in 5 years’ imprisonment and penalties of \$250,000 or more, under 49 USC § 5124). Hazardous materials include explosives, compressed gas, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. A detailed list is available for your reference at www.faa.gov/hazmat/packsafe/.

Lithium Batteries. Due to the potential fire hazard, all items containing lithium batteries (e.g., smartphones, laptops, tablets, cameras, electric toothbrush, e-cigarettes, and hover boards) must be carried in the cabin of the aircraft, not in checked baggage.

Medical Oxygen. You may not bring compressed oxygen cylinders onboard the aircraft. However, you may use a portable oxygen concentrator (POC) on the flight, if such use is prescribed by a medical doctor. We encourage you and your doctor to discuss the differing oxygen needs when traveling at altitude in an aircraft. If Member or any passenger wishes to bring a POC on a flight, please notify Member Services in advance. If you need any additional assistance to address your medical travel needs, please contact us.

CONTROLLED SUBSTANCES & PRESCRIPTION MEDICINE

Controlled Substances. Controlled substances are strictly prohibited from carriage or use aboard the aircraft. The pilots may immediately land the aircraft and terminate the trip if there is any suspicion that controlled substances have been brought onboard or are being used. You will be responsible for all costs associated with the diversion of the aircraft, cooperation with local law enforcement, any detention of the aircraft, any medical treatment relating to passenger or crewmember exposure to the substance, and thorough cleaning of the aircraft.

Medicine. You may carry and use any medicine that is prescribed to you, except medical marijuana (or product containing tetrahydrocannabinol, commonly referred to as “THC”). The Federal Aviation Administration and certain foreign authorities still prohibit marijuana, even though some jurisdictions have legalized it.

Hemp. The 2018 US Farm Bill removed hemp from the list of federally controlled substances. However, certain state and foreign laws still regulate the carriage of hemp. As a result, we still treat hemp as a controlled substance. You may not bring hemp seeds, plants, or other products on the aircraft.

CHILDREN AND INFANTS

Children 2 years of age and older require a passenger seat. Infants under 2 years of age either must be carried on the lap of an accompanying adult passenger or must be placed individually in a properly secured, FAA-approved child safety seat. For everyone’s safety, an adult passenger may carry only 1 lap-held infant at a time.

UNACCOMPANIED MINORS

Children under 16 may not travel without an adult present (in certain instances, such age may be reduced to 13 if permitted by the operating air carrier). Please let us know if any unaccompanied children aged 13 to 17 will be traveling as a passenger without an adult present. If such travel is permitted by the operating air carrier, consent forms may be required from the parents or legal guardians, and these documents must be delivered to Wheels Up for review before the date of the flight.

INTERNATIONAL TRAVEL WITH MINORS

Please let us know if any minor (passenger under 18 years of age) will be traveling internationally as part of your passenger group without both of the minor’s parents or legal guardians present. A notarized consent form will be required from each parent or legal guardian that will not be flying with the minor. These documents must be delivered to Wheels Up for review before the date of the flight.

CARRIAGE OF SERVICE ANIMALS & PETS

It is important that you notify us at the time of booking if you will have a service animal or pet traveling with you as certain restrictions may apply. Carriage of some pets will require the use of a harness, carrier, or other safety measures, and their presence may reduce the number of available seats in the aircraft. Failure to notify us in advance may result in the delay or cancellation of your trip, and you may be responsible for cancellation fees. You will be charged for the cost of repairing and cleaning the aircraft if a pet damages or soils it. You are responsible for ensuring that your pet does not injure the flight crew, other passengers, or other individuals at the airport before boarding and after deplaning. You are responsible for all activity of your pets on-board the aircraft and any liabilities related thereto.

SPECIAL ITEMS FOR CARRIAGE

Please inform us if you intend to travel with golf clubs or any other large or extra heavy items so that we can ensure that the aircraft arranged for your flight is able to accommodate such items. You may incur separate shipping costs or flight change or cancellation fees if you do not inform us in advance that such items need to be carried.

BAGGAGE CLAIMS

You must report any lost or damaged baggage before departing the airport, and you must report the loss or damage of any other personal property within 24 hours after deplaning. You are responsible for ensuring that valuables, fragile items, and perishables are reasonably packaged and labeled. You will not be reimbursed for the loss or damage of baggage or other personal property if a claim is not timely made, if you did not pack properly, or if you did not label or otherwise notify the flight crew of the presence of fragile items. Wheels Up assumes responsibility only for passenger baggage or other personal property in its possession, and we are not responsible for baggage or other personal property possessed by others.

PRIVACY POLICY

We value you as our customer and protect your personal information as if it were our own. We regard all passenger data as confidential and do not sell or otherwise share it with any third party except as required by law (e.g., aviation security and immigration clearances) or as necessary for the provision of the services you purchased from us or requested to be arranged by us (e.g., passenger names provided to the air carrier that will perform your flight or to ground transportation providers). By giving us your personal information as a passenger on a charter flight, you are deemed to have consented for us to have that information, to use it to serve your travel needs, and to use it to evaluate how well we are serving you (e.g., reviewing passenger surveys, recorded telephone calls, or electronic correspondence for quality control purposes). Your information may be stored up to five years or longer, if required by law. You may ask us for access to your personal data at any time, and you may request that it be corrected or deleted, except to the extent that we might be required by law to retain it. Please send any privacy inquiries to us at the following address: Wheels Up Privacy Officer, 601 West 26th Street, Suite 900, New York, NY 10001.

UPDATES & REVISIONS TO THESE NOTICES

These passenger notices may be updated or revised from time to time in response to changes in applicable law or updated company or industry practices