

## Reserving Your World View Flight

### Step One: Reservation Agreement

1. Please read the World View Flight Reservation Agreement and Terms & Conditions. If you have any questions, contact Voyager Relations at [voyagers@worldview.space](mailto:voyagers@worldview.space). By indicating via our online form that you've read and agree to the World View Flight Reservation Agreement and Terms & Conditions, you accept all terms as listed in this agreement.

### Step Two: Payment

2. Submit your priority ticket reservation fee by making an online payment via our credit card processing partner, Stripe. To do so, simply fill out the form on the "Reserve Your Voyage" page and click the box "Complete My Reservation." You will then be presented with a secure checkout portal to submit and process your credit card information
3. Alternatively, you can submit your reservation fee by mailing World View a check in U.S. Dollars or by wiring us the amount due. If you would like to process your reservation fee via either of these alternative forms of payment, please contact our Voyager Relations team for further instruction at [voyagers@worldview.space](mailto:voyagers@worldview.space) or call us at 520.745.4445.

### Step Three: Confirmation

1. Once you have read and agreed to the World View Flight Reservation Agreement and Terms & Conditions and we have received the correct amount due in US Dollars, we will contact you to confirm your reservation and send you your official World View welcome package.

### Step Four: Get ready for your voyage to the Edge of Space!

1. We will update you on our continued progress towards taking you to the edge space, and let you know about upcoming events.
2. Closer to your flight date we will get in touch to discuss other documentation and flight preparations.
3. Contact us at any time with questions, comments or suggestions.

## WORLD VIEW FLIGHT RESERVATION AGREEMENT

THIS WORLD VIEW FLIGHT RESERVATION AGREEMENT, consisting of the terms set forth below, (collectively, Agreement), is made by and between World View Enterprises Inc., a Delaware corporation with an address of 1805 E Aerospace Parkway, Tucson AZ 85756 (World View), and the party identified on the reservation form (Principal Voyager) found on World View's "Reserve Your Voyage" webpage, effective on the date the non-refundable deposit is submitted online (Effective Date).

CLASS:	Voyager Class
NUMBER OF SEATS RESERVED:	Specify at Checkout
PRICE PER SEAT:	\$ 75,000
TOTAL FLIGHT COST:	\$ 75,000 x Number of Seats Reserved
DEPOSIT PER SEAT:	\$ 7,500
TOTAL DEPOSIT:	\$ 7,500 x Number of Seats Reserved
BALANCE PAYMENT:	\$ 67,500 x Number of Seats Reserved

The deposit is a non-refundable deposit that reserves the number of World View flight(s) listed at checkout. The balance payment is due within six months of the flight once scheduled.

World View, Principal Voyager and Additional Voyagers (collectively Voyagers) agree to the terms and conditions of this Agreement, which includes the above terms (including the Standard Terms and Conditions).

This Agreement is entered into and made effective as of the Effective Date.

## STANDARD TERMS AND CONDITIONS

### “VOYAGER CLASS”

Buyer is making a deposit with World View Enterprises, Inc., to place a reservation according to the following terms and conditions (“Ts & Cs”). As used herein, “World View” refers to World View Enterprises, Inc., a Delaware Corporation. This is a binding agreement. Read it carefully.

1. World View Flight. These are the terms and conditions (Ts & Cs) under which World View will reserve seat(s) on a future high-altitude balloon flight. The flight will reach an elevation of approximately 100,000 feet above the Earth in a pressurized vessel, will provide necessary training and other experiences offered at World View’s sole discretion (collectively, World View Flight) in exchange for the payment of a deposit as stated below. World View will subsequently make World View Flight(s) available in exchange for payment of the balance of the total flight cost, in accordance with these Ts & Cs.

2. Non-Refundable Deposit and Down Payment. As a condition to World View reserving the number of seats reflected at checkout, Principal Voyager shall transmit to World View the non-refundable total deposit amount reflected at checkout based on the per seat deposit value reflected on the Flight Reservation Agreement (Deposit) as a down payment toward the total flight cost reflected as the total quantity of tickets reserved at checkout multiplied by the price per seat as reflected on the Flight Reservation Agreement (Total Flight Cost). The Deposit shall be made in immediately available funds in US Dollars and transmitted to World View as set forth in this agreement.

3. Balance of Total Flight Cost. As a condition to participating in a World View Flight, Principal Voyager shall pay the Total Flight Cost less the Deposit (Balance Payment) in the same manner as the Deposit within ten (10) days of receipt of notice from World View that the Balance Payment is due, which shall be sent by World View at or around six months prior to the planned World View Flight date. Principal Voyager shall be entitled to a refund of the Balance Payment in the event that, through no fault of his/her own, Voyager is deemed by World View to be an unacceptable candidate for a World View flight, or a governmental regulatory body or its regulations prohibit Voyager from participating in the assigned World View Flight, and the issue cannot be resolved by reassignment to a different World View Flight. The amount of the refunded Balance Payment shall be prorated by the number of Voyagers on the Flight Reservation form deemed unable to fly. The refund shall relieve World View of any and all obligations under this Agreement relating to providing a World View Flight. In the event Principal Voyager fails to make the Balance Payment as required, World View’s sole remedy shall be to terminate Voyagers’ right to participate in World View Flight(s). In the event of such a termination, the parties shall have no further rights and obligations under this Agreement.

4. Flight Priority. As a member of the “Voyager Class,” Voyagers shall be entitled to a flight priority among persons who are not among the first 100 paying Voyagers (which Voyagers comprise the “Navigator Class”). Specifically, World View shall use all commercially reasonable efforts to give Voyagers priority in time over all persons, other than those within the Navigator Class, whose deposit or other first payment to World View toward a World View Flight comes after Principal Voyager’s payment of the Deposit, measured according to the time the Deposit funds are received by and available to World View. Notwithstanding the foregoing, World View reserves the right to deviate from the priority structure at its sole discretion for the purpose of offering World View Flights as prizes, promotions, and the like, or for charitable causes, or if reassignment to a later flight is the result of Voyager not being an acceptable candidate, whether due to medical conditions or otherwise, or intervening governmental regulatory body regulations. Nothing in this paragraph shall prohibit Voyagers from waiving their priority status in order to be assigned to a later World View Flight, for example, to meet Voyagers’ scheduling needs or to seek an assignment with one or more specific other Voyagers.

5. Other Privileges. As an additional benefit of being a member of the “Voyager Class,” Voyagers shall become entitled to participate in a suite of privileges including: insider access to the latest information about World View’s progress toward operational flights; access to press briefings; invitations to exclusive milestone event celebrations; the opportunity to sit in on certain World View planning sessions and provide input to the development team as the program evolves; and other benefits that World View may provide “Voyager Class” members at its sole discretion.

6. Conditions of Participation. Voyagers agree and acknowledges that participation on any World View Flight is not guaranteed and will be subject to conditions of participation, which have not yet been determined and may change from time to time. Conditions pursuant to which World View may deny Voyagers the right to participate on a World View Flight include, but are not limited to, Voyagers' medical fitness as determined by World View or its representative(s), limitations or restrictions imposed by any governmental or regulatory authority, or World View's determination, in its sole discretion, that Voyagers' participation presents an unacceptable risk of harm to Voyagers, World View, or third parties. Voyagers further agree that no World View Flight shall be permitted unless Voyagers sign and return to World View a written document acknowledging and accepting various conditions of participation within thirty (30) days after the date of the delivery of such document. The document's delivery shall be deemed to have occurred on the date sent by World View to Principal Voyager's address as set forth on the field titled shipping address on the electronic checkout portal, or to such other address Principal Voyager has provided World View in writing prior to such date. In the event Voyagers are unable to participate in the World View Flight the Balance Payment, if previously made, shall be refunded to Principal Voyager in accordance to paragraph 3 of these Ts and Cs.

7. Regulatory Matters. Voyagers acknowledge that laws and regulations may impose conditions, limitations, or restrictions on World View's ability to operate a World View Flight or to offer such flights to Voyagers, including but not limited to 14 Code of Federal Regulation § 460.41, et seq. (as amended and restated from time to time). Such laws and regulations may include conditions, limitations or restrictions on World View in respect of the participation of an individual Voyager. While World View believes that this Agreement is in accordance with existing laws and regulations, Voyagers agree that the terms and conditions contained in this Agreement may need to be amended, modified, or supplemented or the Agreement terminated to ensure World View's compliance with such laws and regulations. In the event that any such changes are required, World View shall provide Voyagers notice as soon as reasonably practicable.

8. Certification. Voyagers understand that World View and the World View Flight fall under the Commercial Space Launch Amendments Act of 2004 and related regulations, and that under that body of law the United States government does not provide a safety certification for spacecraft, including the vehicle that will be operated by World View on the World View Flight.

9. Best Efforts. Voyagers understand that as of this time World View has not yet operated a vehicle on a World View Flight, and does not anticipate being able to commence commercial operations involving World View Flights until approximately late 2018 or 2019, with no specific flight date guaranteed. Nothing contained herein shall be construed as a representation, warranty or covenant of World View to commence commercial operations of one or more vehicles capable of completing a World View Flight within any particular timeframe, or even at all. World View's obligations hereunder shall be limited to utilizing commercially reasonable efforts to provide the World View Flight, and to do so as soon as commercially practical. Voyagers further understand that once operations begin, there are numerous factors and events that could cause World View, in the exercise of its sound judgment and discretion, to postpone, delay, rearrange, and otherwise alter its offering of World View Flights. Such factors and events include but are not limited to weather, mechanical or engineering issues, airspace restrictions, governmental regulations and crew availability limitations.

10. Confirmation Notice. Upon the assignment of Voyagers to a World View Flight, World View shall provide Voyagers with a written Confirmation Notice containing various specifics necessary for Voyagers to plan for and participate in the World View Flight, including relevant timelines, locations, preparations, and any conditions of participation that have not already been met. The Confirmation Notice shall be deemed delivered on the date sent by World View to Principal Voyager's address as set forth on the field titled shipping address on the electronic checkout portal, or to such other address Principal Voyager has provided World View before the date of the Confirmation Notice, and shall not be provided more than six months before the planned World View Flight.

11. Limitation of Liability; No Specific Performance. In the event of a breach of this Agreement by World View, Voyagers' remedy shall be limited to refund of amounts paid under the Agreement, including the Deposit. In no event shall Voyagers be entitled to specific performance, including, but not limited to, compelling World View to place Voyagers on a World View Flight. Neither party shall be liable to the other for special, indirect, or consequential damages.

12. Assignability. Voyagers' rights under the Agreement may be assigned by Principal Voyager to another person or entity with the written consent of World View that will not be unreasonably withheld.

13. Unauthorized Publicity. Voyagers represent and warrant that they have not and will not in the future publicize any aspect of the Agreement and the transactions contemplated hereunder, without the prior written consent of World View, in its reasonable discretion. "Publicize" for purposes of this section shall mean: any sponsorship, public announcement, display, notice, or similar event in any medium, including the use of any form of media.

14. Notices. Except as expressly stated to the contrary herein, any notice required or permitted by the Agreement shall be in writing and shall be deemed effective upon personal delivery or receipt by overnight delivery service, confirmed facsimile or e-mail, or three (3) days after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, to such party's address, facsimile number or email address shown on the Agreement, or as subsequently modified by written notice to the other party.

15. Entire Agreement. This Agreement embodies the entire agreement and understanding between World View and Voyagers and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof.

16. Governing Law; Arbitration. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Arizona, excluding that body of law relating to conflict of laws. Voyagers and World View agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by such arbitrator may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Pima County, Arizona. The arbitrators may award reimbursement of attorneys' fees and other costs of arbitration to the prevailing party, in such manner as the arbitrators shall deem appropriate. In addition, the losing party shall reimburse the prevailing party for attorneys' fees and disbursements and court costs incurred by the prevailing party in successfully seeking any preliminary equitable relief or judicially enforcing any arbitration award.

17. Severability. In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Agreement shall be unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

18. Interpretation. Voyagers acknowledge and agree that the rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement.

19. Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

20. Use of Definitions; Gender. Any definitions used herein defined in the plural shall be deemed to include the singular as the context may require and any definitions used herein defined in the singular shall be deemed to include the plural as the context may require. Wherever reference is made herein to the male, female or neuter genders, such reference shall be deemed to include any of the other genders as the context may require.