



EXPLORER FLIGHT RESERVATION AGREEMENT DEPOSIT TERMS AND CONDITIONS

1. Space Perspective Flight. The following are agreement terms under which Space Perspective will reserve seat(s) on a future Spaceship Neptune flight for you (the "Principal Explorer") and any other individuals for whom you are purchasing tickets for seats on Spaceship Neptune (the "Other Explorers" and together with the Principal Explorer, the "Explorers"). The flight will reach an elevation of approximately 100,000 feet above the Earth in a pressurized capsule, guided by a space balloon. Space Perspective will offer training, insider events, sneak peeks, and other exclusive experiences in exchange for the payment of a deposit as stated below. Space Perspective will subsequently make Space Perspective Flight(s) available in exchange for payment of the balance of the total flight cost (Balance Payment).

2. Refundable Deposit; Price Lock-In. A Deposit is paid to reserve seat(s), or full capsule(s), on a future Space Perspective Flight. The deposit amount shown on page 1 of your Flight Reservation Confirmation (the "Deposit Amount") is a down payment towards the total flight cost (Total Flight Cost). The Deposit is refundable until such time as the Balance Payment is due in accordance with section 4 of this agreement. Upon payment in full of the Deposit Amount to Space Perspective, the total price of your seat(s) or full capsule will automatically be locked in at the price set forth herein. For the avoidance of doubt, in the event Space Perspective increases the price of seats or full capsules after you pay the Deposit Amount in full, your remaining balance will not be increased to reflect the new prices set by Space Perspective.

To request a refund, the Principal Explorer must notify Space Perspective in writing, stating the reason for the request. Refunds will be returned within 6 weeks of the refund request and issued to the original payment method unless otherwise requested by the Principal Explorer.

3. Termination Upon a Cause Event. Space Perspective may terminate this Agreement at any time upon providing thirty (30) days prior notice to Principal Explorer if the Principal Explorer or any of the Other Explorers (i) engage in any egregious or fraudulent conduct which is intended to, or could be reasonably likely to, cause material harm to Space Perspective or its business, (ii) act in bad faith when engaging with Space Perspective, (iii) violate any applicable laws or regulations in any material respect if such violation could reasonably be expected to cause material harm to Space Perspective or its business, or (iv) otherwise breach the Non-Disparagement Obligations set forth in Section 11 (each of items (i) through (iv) above shall be referred to herein as a "Cause Event"). In the event Space Perspective elects to terminate this Agreement pursuant to a Cause Event, Space Perspective shall refund the Deposit to Principal Explorer within thirty (30) days of the effective date of such termination.

4. Balance of Total Flight Cost. As a condition of participating in a Space Perspective Flight, the Principal Explorer shall pay the Total Flight Cost less the Deposit (Balance Payment) within thirty (30) days of receipt of notice from Space Perspective that the Balance Payment is due, which shall be sent by Space Perspective at or around twelve months prior to the planned Space Perspective Flight date. At the time of Balance Payment, the Deposit becomes non-refundable. In the event Principal Explorer fails to make the Balance Payment as required, Space Perspective will terminate Explorer's right to participate in Space Perspective Flight(s) and the deposit will be returned. In the event of such a cancellation, the parties shall have no further rights or obligations under this Agreement.

The Principal Explorer understands and agrees that any promotional activities associated with the Space Perspective Flight(s) must comply with all applicable laws, regulations, and policies, and acknowledges that additional fees may apply, including potential increases in the total flight cost due to the inclusion of studio and film components.



5. Flight Priority. Explorers shall be assigned to a seat(s), or full capsule, on the flight number purchased at the time of paying the Deposit (Flight Priority). Space Perspective reserves the right to deviate from the priority structure and change the flight number at its sole discretion. Nothing in this paragraph shall prohibit Explorers from waiving priority status in order to be assigned to a later Space Perspective Flight, for example, to meet Explorers' scheduling needs or to seek an assignment with one or more specific other Explorers.
6. Best Efforts. Explorers understand that as of this time, Space Perspective has not yet operated a Space Perspective Flight and does not anticipate being able to commence commercial operations involving Space Perspective Flights until approximately late 2024. Nothing contained in this agreement shall be construed as a representation, warranty, or covenant of Space Perspective to commence commercial operations of one or more vehicles capable of completing a Space Perspective Flight within any timeframe, or even at all. Space Perspective's obligations hereunder shall be limited to utilizing commercially reasonable efforts to provide the Space Perspective Flight and to do so as soon as commercially practical. Explorers further understand that once operations begin, there are numerous factors and events that could cause Space Perspective, in the exercise of its sound judgment and discretion, to postpone, delay, rearrange, and otherwise alter its offering of Space Perspective Flights. Such factors and events include but are not limited to weather, mechanical or engineering issues, airspace restrictions, governmental regulations, and crew availability limitations.
7. Insider Privileges; Confidential Information. As an additional benefit, Explorers will be entitled to participate in a suite of privileges, including insider access to the latest information about Space Perspective's progress toward operational flights; access to press briefings; invitations to exclusive milestone event celebrations; and other benefits that Space Perspective may provide Explorers. Principal Explorer acknowledges, on behalf of himself and the Other Explorers, that as a result of these additional benefits and special privileges, Explorers will gain access to certain proprietary and non-public information or know-how of Space Perspective ("Confidential Information"). Principal Explorer shall not and shall cause the Other Explorers not to, reproduce or use in any way, for their own account or the account of an affiliate or other third party, except as expressly permitted by this Agreement, nor disclose to any third party any of Space Perspective's Confidential Information. Principal Explorer will take, and will cause the Other Explorers to take, all reasonable precautions to prevent the inadvertent or accidental exposure of Space Perspective's Confidential Information. If Explorers acquire access to information with uncertain confidentiality, Principal Explorer will or will cause the Other Explorers to, as the case may be, inquire as to the confidentiality of such information prior to any disclosure of such information.
8. Conditions of Participation. Principal Explorer agrees and acknowledges, on behalf of himself and the Other Explorers, that participation on any Space Perspective Flight is not guaranteed and will be subject to conditions of participation, which have not yet been specifically determined and may change from time to time. Conditions under which Space Perspective may cancel Explorers' right to participate on a Space Perspective Flight include but are not limited to, Explorer's medical fitness as determined by Space Perspective or its representative(s), limitations or restrictions imposed by any governmental or regulatory authority, or Space Perspective's determination, in its sole discretion, that Explorer's participation presents an unacceptable risk of harm to other explorers, Space Perspective, or third parties. Principal Explorer further agrees, on behalf of himself and the Other Explorers, that no Space Perspective Flight shall be permitted unless each Explorer signs and returns to Space Perspective a written document acknowledging and accepting various conditions of participation within thirty (30) days after the date of the delivery of such document. Principal Explorer shall be entitled to a refund of the Balance Payment and Deposit if, through no fault of his/her own, any Explorer is deemed by Space Perspective to be an unacceptable candidate for a Space Perspective Flight, or a governmental regulatory body or its regulations prohibit any Explorer from participating in the assigned Space Perspective Flight, and the issue cannot be resolved by reassignment to a different Space Perspective Flight. The amount of the refunded Balance Payment shall be prorated by the number of Explorers on the Flight Reservation form deemed unable to fly. The refund shall relieve Space Perspective of all obligations under this Agreement relating to providing a Space Perspective Flight.
9. Assignability. Explorers' rights under the Agreement may not be assigned by Principal Explorer or the Other Explorers to another person or entity without the written consent of Space Perspective.



10. Promotional Guidelines. The Principal Explorer acknowledges that the aforementioned total flight cost does not account for additional enhancements, promotional, and production costs which the Explorers may request, and Space Perspective may deny such requests in its sole discretion. The Principal Explorer understands and agrees that any additional enhancements and promotional activities associated with the event must comply with all applicable laws, regulations, and policies, and understands that additional fees may apply.

The Principal Explorer also agrees that any materials or content created by the Explorers as part of any promotional activities will be subject to Space Perspective's approval before distribution. Principal Explorer agrees that there will be no alterations or removal of any Space Perspective trademarks or branding depicted in all marketing materials unless previously agreed to in writing. Principal Explorer agrees that all materials in which Space Perspective IPs are present must receive approval by Space Perspective prior to distribution.

11. Unauthorized Publicity; Non-Disparagement. Principal Explorer represents and warrants that Principal Explorer has not and will not in the future, and will cause the Other Explorers not to, publicize any aspect of the Agreement or the transactions discussed without the prior written consent of Space Perspective. "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. At all times following the execution of this Agreement, Principal Explorer shall not and shall cause its affiliates, its representatives, and the Other Explorers not to, (i), engage in any disparagement of Space Perspective, or (ii) make any false, negative, critical or disparaging statements, implied or expressed, concerning Space Perspective or its affiliates, including management style, methods of doing business, the quality of products and services, role in the community, or treatment of employees (the "Non-Disparagement Obligations").

Space Perspective hereby agrees that any information about the Principal Explorer, including but not limited to personal contact details and photos and/or video, will not be used for promotional and/or marketing purposes unless otherwise specified in a written agreement between Space Perspective and Principal Explorer or explicit permission has been granted in writing by the Principal Explorer.