



SXC SPACELINE NV FUTURE ASTRONAUT AGREEMENT

IMPORTANT NOTICES, TERMS AND CONDITIONS

This contract is made between you ("Future Astronaut" or "the undersigned") and SXC SPACELINE NV (hereinafter "SXC") for the sale of a reservation for a suborbital flight on a LYNX MARK II rocket plane (hereinafter "LYNX"). For the purposes of this agreement, you or SXC or SXC's assigns and service providers, may be referred to as a "Party", or collectively as "the Parties." The provision of services by SXC, its assigns and service providers is subject to the following terms and conditions. Your acceptance of a reservation for a LYNX flight made by SXC shall indicate your acknowledgement and acceptance of these notices, terms and conditions. Your signature affirms your understanding and acceptance, so it is important that you do not sign this agreement unless you fully understand everything it includes, and that you do in fact agree to these notices, terms and conditions.

RECITALS

- 1) SXC SPACELINE NV, a Curaçao Corporation, is agreeing to sell, and Future Astronaut is agreeing to purchase, a LYNX MARK II flight, in exchange for monetary consideration.
- 2) Future Astronaut will receive one reservation on board the LYNX, currently being completed by XCOR cooperation a Californian Company (hereinafter "XCOR"), in exchange for payment of the Full Fare, currently set at USD 95,000.- ("Full Fare"), which is to be paid by Future Astronaut to SXC either as one lump sum (Full Fare \$95,000) or as a Down Payment (\$50,000) and Final Payment (\$45,000) equaling the Full Fare. Assignment of a flight slot number (a sequential number corresponding to a place in the queue for flying on the LYNX) does not occur until the Full Fare is received by SXC, the XCOR Informed Consent Liability Waiver Agreement is completed, and this Future Astronaut Agreement is executed.
- 3) Future Astronaut recognizes that space tourism is a new evolving industry. As the industry evolves, certain rules, regulations and laws may materially alter SXC's or XCOR's ability to provide this service without substantial changes in this agreement. SXC reserves the right to change the terms, conditions, and notices of this contract accordingly, to reflect changes in rules, regulations and laws that affect SXC's or XCOR's ability to provide the service, and you agree to accept and be bound by those terms, conditions, and notices that are in effect at the time of your flight or intended flight. SXC does not reserve the right to change the terms, conditions and notices of this contract beyond changes in rules, regulations and laws that affect SXC's or XCOR's ability to provide the service.



THE OVERALL EXPERIENCE AND SCHEDULING OF FLIGHTS AND PRIORITY

4) The overall experience and process to be followed by this agreement will include, but not be limited to the elements listed below. The list below is in the expected order of events, but may be modified at anytime by SXC for any reason.

- Execution of this Agreement
- Payment of Full Fare (to lock in flight slot number)
- Submit Medical Questionnaire (step 1) and other relevant information to the Medical Board
- Medical Check by general practitioner for space flight (step 2)
- Medical Clearance by Medical Board for training missions and space flight
- Training missions (optional)
- Execution of the XCOR Consent Liability Waiver Agreement
- Final Payment Required if Full Fare not Already Paid (flight slot number assigned on receipt of funds)
- Mission briefing and Final Training on Mojave, before flight
- Medical Check on Mojave, before flight (step 3)
- Final Medical Clearance
- Flight on the LYNX operated by XCOR
- Mission debriefing and award ceremony

5) Future Astronaut acknowledges and understands that the LYNX is presently being completed and delays, both seen and unforeseen, may occur. Although it is anticipated that it will be completed sometime in 2013 and tests flown also in 2013, no assurances are being given that actual service will begin in 2014. However, the first flight is tentatively scheduled to occur in 2014.

6) Future Astronaut Acknowledges that SXC or XCOR has the right to provide flights on the LYNX to employees, relatives of employees, investors, founders and other individuals selected by SXC or XCOR in advance of the flights available to the general public.

7) XCOR guarantees that the Future Astronaut will travel on the LYNX (MARK II) to a minimum altitude of 100 km, if Future Astronaut's body weight does not exceed 120 kg.

LIMITATION OF LIABILITY

8) Future Astronaut acknowledges and understands that space tourism is a new industry and understands that there could be risks involved. Future Astronaut will be exposed to significant forces and unusual conditions as a result of flying on the LYNX, the full effects of which are not exactly known by SXC or XCOR. Future Astronaut, by signing and initialing below, agrees to hold SXC or XCOR harmless for any injuries, including death, or other harm that may occur.



- 9) While unlikely, Future Astronaut understands that XCOR may be unable to execute the LYNX flight and that SXC assumes no responsibility for any such failure regardless of the reason for, or cause of, that failure.

SXC shall not, in any event, be liable for any direct, indirect, incidental, consequential, special, punitive or other damages or costs arising out of, or connected in any way with, executing or failing to execute any LYNX flight.

- 10) SXC does not make any warranties of any kind, either express or implied, including without limitation: warranties of title, implied warranties of merchantability, or fitness for a particular purpose, in regard to its services, products or materials. Applicable law in Future Astronaut's jurisdiction may not allow the exclusion of implied warranties, so the above exclusion may not apply to Future Astronaut.
- 11) Pursuant to 49 U.S.C. 70105(b)(5)(B), SXC must inform Future Astronaut that the United States Government has not certified the LYNX as safe for carrying crew or space flight participants. This due to the fact this is a new industry and no rules are applied yet. This will also be specifically defined and acknowledged to the Future Astronaut via the XCOR Informed Consent Liability Waiver Agreement that is signed prior to medical examination.

_____ X
Initialed Date

PAYMENT, METHODS OF PAYMENTS, FINAL PAYMENT

- 12) Future Astronaut may pay the Full Fare upon executing this agreement and immediately be assigned a flight slot. However, Future Astronaut is required to pay SXC a Down Payment in the amount of \$50,000,- ("the Down Payment") upon execution of this agreement.
- 13) Besides the LYNX flight, two nights of lodging at a luxury hotel on location (selected at the sole discretion of SXC), the Medical Check, The Trip Cancellation Agreement and SXC training gear will be provided as part of the Full Fare. All other costs associated with the LYNX flight (training missions, travel costs to and from Mojave, meals, additional nights of lodging, and personal expenses, etc.) will be borne by the Future Astronaut. Should the Future Astronaut wish to have other accommodations besides those made by SXC, the Future Astronaut will be responsible for these arrangements and associated costs.
- 14) The Down Payment or the Full Fare has to be made to a Bank designated by SXC. Future Astronauts will have the option of paying the Full Fare at the time of booking to insure a flight slot assignment early in the numerical assignment queue (from 100 upwards). The first Future Astronaut to pay the Full Fare will be the first scheduled to fly on the LYNX after scheduling the founders (100 Founding Astronauts), and others will be booked on a similar first paid, first placed on the flight order, unless the Future Astronaut requests otherwise to be placed later in the order or has a conflict arise that forces a later placement in the flight order.



SXC shall have no obligation to hold any payments in escrow and may use such funds in the course of its business or operations.

- 15) If the Future Astronaut has not already paid the Full Fare 90 days before the scheduled flight, Future Astronaut will have 7 days within which to make Final Payment. If Final Payment is not made within 7 days, the Down Payment will be forfeited, not as a penalty, but as a fair and accurate forecast of the damages to be suffered by SXC as a result of various expenses incurred and profits lost, including but not limited to: payment for Medical Check, pressure suit fitting, luxury hotel stay, administrative costs and all other costs SXC or its authorized representatives have incurred to administer the duties required to perform such tasks. Upon receipt of Final Payment amounting to the Full Fare, and the execution of this Agreement and the XCOR Informed Consent Liability Waiver Agreement, Future Astronaut will receive a confirmation including a sequential number and "on or about" flight date that shall not be binding.
- 16) SXC reserves the right to change prices, including Down Payment, Final Payment and Full Fare, at any time. However, any Future Astronaut that has paid a Down Payment or the Full Fare will not be assessed any additional charges.

17) All payments must be in U.S. Dollars.

18) SXC has two methods of payment available listed in order of preference:

1) Wire transfer to:

Beneficiary : Space Line N.V.
Account # : 5000632 021000840 (please use this account # for transfer)

Correspondent Bank : Deutsche Bank Trust Company Americas
Swift code : BKTRUS33
ABA : 021001033

Beneficiary's Bank : United International Bank N.V.
Landhuis Joonchi II, Kaya Richard J. Beaujon z/n, Curacao N.A.
Swift code : UDIBCWCU
Account # : 04450158

2) Any major credit card. However, an additional, non-refundable 3.5% service fee is added to all credit card payments.

MEDICAL CHECKS AND MEDICAL CLEARANCE

- 19) Future Astronaut must undergo a comprehensive physical and psychological examination ("Medical Check"). The Medical Check has been designed by the Medical Board. The Medical Board has developed a tailor made process to conduct the medical screening. The Medical Check will be assessed by the Medical Board and they will inform Future Astronaut and SXC about Medical Clearance. The Medical board consists of very experienced physicians in aerospace medicine.



20) The Medical Check exists of 3 steps: Step 1 is the Medical Questionnaire, Step 2 is the medical check by a general practitioner, Step 3 is the medical check on location just before the LYNX flight. Upon satisfactory completing the Medical Check, Medical Clearance will be provided to the Future Astronaut upon a recommendation of the Medical Board which holds that they are physically and mentally fit for training missions and flying on the LYNX. SXC shall make the ultimate determination whether the Future Astronaut receives Medical Clearance. While the Medical Board's determination of fitness is a substantial factor in the determination of Medical Clearance, the Medical Board's determination is not binding upon SXC. SXC or XCOR reserves the right, on grounds with respect to the overall safety of Future Astronaut, SXC or SXC's assigns and service providers, to deny Medical Clearance to a Future Astronaut who is determined to be fit by the Medical Board.

The standards for Medical Clearance are to be determined solely by SXC and the Medical Board, and/or appropriate regulatory bodies, and may change at any time without notice. Future Astronaut acknowledges that they may be denied Medical Clearance for any reason at any time.

21) Step 1, the Medical Questionnaire, will have to be filled out truthfully and within 30 days after signing the contract. If the Medical Board has not given Medical Clearance based on the Medical Questionnaire The Trip Cancellation Agreement will not be in force for medical reasons. In case Future Astronaut does not obtain Medical Clearance after Step 1, Future Astronaut will receive a refund of the Down Payment or Full Fare, less expenses of USD 1.500,-. If the Medical Questionnaire is not received by the Medical Board within 30 days no refunds will be given.

22) Step 2, the Medical Check by the general practitioner, will have to take place at least 3 months before the actual LYNX flight. Preferably for the Future Astronaut to be able to commence training missions the Medical Check by the general practitioner should take place immediately after or together with the completion of the Medical Questionnaire. If the Medical Board has not given Medical Clearance based on the Medical Check, Future Astronaut will not be permitted to follow trainings missions or to fly on the LYNX. In case Future Astronaut does not obtain Medical Clearance after Step 2, Future Astronaut will receive, according to The Trip Cancellation Agreement, a refund of the Down Payment or Full Fare.

23) Step 3, the Medical Check on location by a nationally recognized Aviation Medical Examiner will take place just before the actual LYNX flight takes place. If the Medical Examiner has not given Medical Clearance Future Astronaut will not be permitted flying on the LYNX. In case Future Astronaut does not obtain Medical Clearance after Step 3, Future Astronaut will receive, according to The Trip Cancellation Agreement, a refund of the Down Payment or Full Fare.

24) SXC will pay the cost of the Medical Check (Step 1, 2 and 3) if not covered by Future Astronaut's Health Insurance Company. SXC will not pay for costs, required for additional medical examination.

25) The Medical Questionnaire is a comprehensive document that demands the Future Astronaut to answer sincerely. Any relevant medical records that can support the Future Astronauts answers need to be submitted. The Medical Board retains the right to require additional documentation from Future Astronaut at any time. If Future Astronaut fails to provide the medical history, an incomplete medical history or any



additional requested documentation, their Medical Clearance may be delayed, denied or revoked by SXC. Concealment of any part of Future Astronaut's medical history or other pertinent data from the Medical Board or SXC constitutes a serious and material breach of this Agreement and may result in the immediate disqualification of Future Astronaut without refund of any monies paid, including the Down Payment and/or Final Payment, up to the Full Fare. Under no circumstances should medical history or confidential information about the Future Astronaut's medical history or health be submitted to SXC. Such information should only be sent, as directed, to the Medical Board who is required to conform and administer their efforts compliant with all applicable regulations and legislation. Under no circumstances will SXC accept, store or hold confidential medical information.

- 26) Should more than 2 years pass between the Medical Clearance that was granted after Step 2 and the scheduled flight, an additional Medical Check could be required. SXC will bear the costs of this additional Medical Check, but all other related expenses are not included. In order to remain eligible, Future Astronaut must undergo an additional Medical Check and receive a new Medical Clearance. Upon review of the additional Medical Check results by the Medical Board, the Medical Board will recommend to SXC whether the Future Astronaut should be granted a new Medical Clearance.
- 27) SXC or XCOR reserves the right to require additional medical examination of the Future Astronaut after they receive Medical Clearance if they have a good reason to perform additional examinations. Future Astronaut will be responsible for all additional costs for additional Medical Clearance examinations.
- 28) Future Astronaut agrees to provide immediate written notice to SXC of any material change(s) in their health condition. Failure to provide this written notice constitutes a serious and material breach of this Agreement and may result in the immediate disqualification of Future Astronaut without refund of any monies paid, including the Full Fare, Down Payment and/or Final Payment. Future Astronaut acknowledges that the development of a material change in their health condition may be grounds for revocation of Medical Clearance.
- 29) Future Astronaut acknowledges the significant amounts of stress placed upon the body and the mind by flying on the LYNX and understands the importance of providing a full and complete medical history to the Medical Board in order to ensure safety. Future Astronaut further acknowledges that SXC must rely on information provided to the Medical Board to make a final determination of Medical Clearance, and provide assurances to SXC that the Future Astronaut is fit for flight, therefore, Future Astronaut shall agree to the release of "pass/fail" results from the Medical Board to SXC.
Future Astronaut agrees to execute a release form allowing the Medical Board to independently access Future Astronaut's personal health information from appropriate databases and other sources for the sole purpose of determining the fitness of the Future Astronaut for Medical Screening and a flight on the LYNX.
- 30) Just prior to Flight, the Future Astronaut will be required to complete Final Training with SXC or its duly authorized representatives at the location of the LYNX Flight, or other location designated by SXC. The Future Astronaut will be required to successfully complete the Final Training before flight. SXC will be the sole arbiter of whether or not the Future Astronaut has successfully completed Final Training.



RIGHT OF REFUSAL

- 31) SXC or XCOR reserves the right to disqualify any Future Astronaut, without notice and at any time, up to and including the date of their flight, based on the belief that the Future Astronaut: (1) may be injured as a result of the flight or its preparations; or (2) poses an actual or suspected real risk of harm to SXC's or XCOR's facilities/instrumentalities, including the LYNX, as well as a life threatening risk to SXC's or XCOR's employees, agents or any occupants of the LYNX; or (3) actual or suspected jeopardy to the safety of the uninvolved public. A refund will be provided to the Future Astronaut, ranging from USD 0,- to the Full Fare, consistent with the provisions set forth throughout this Agreement.

TRIP DELAY AND CANCELLATION ARRANGEMENT

- 32) Included in the Full Fare is a Trip Cancellation Arrangement ("The Arrangement") that pertains to the Future Astronaut's potential inability, temporarily or permanently, to take their LYNX flight for a wide range of reasons. The Arrangement will be in force from the time of payment of the Full Fare until the flight itself. The complete terms of the Trip Cancellation Arrangement has been provided to Future Astronaut with this Agreement and the Future Astronaut certifies that they have read and accepted these terms and conditions.

_____ X
Initialed Date

DELAYS

- 33) Future Astronaut recognizes that delays in the start of the service, currently estimated to take place in 2014, may occur which could cause delays in the date and time of Future Astronaut's LYNX flight. These delays may be both seen and unforeseen, and may occur as a result of factors both within the control of SXC or XCOR and factors beyond the control of SXC or XCOR. These factors include, but are not limited to, weather, force majeure, change in governmental policies, governmental authorization procedures, change in legislation and regulations, acts of god, war, and terrorism. Although the LYNX is presently being completed, Future Astronaut recognizes that there is no guarantee that the LYNX will be completed or receive United States Federal Aviation Administration (FAA) approval for commercial suborbital space travel.
- 34) There will be no refunds given as a result of any delays caused by any reason, seen or unforeseen, regardless of fault that are not covered by the Trip Cancellation Arrangement. A new scheduled Lynx flight may be assigned in case of any delays. The exact date of the new scheduled Lynx flight will be mutually decided by the parties.



ASSIGNMENT

35) This Agreement shall be binding upon and share inure to the benefit of SXC, Future Astronaut, and their respective heirs, successors (including, but not limited to, successors by sale or transfer of all or substantially all assets, merger or consolidation) and assignees; provided, however, that Future Astronaut may not assign or transfer their rights under this Agreement without the express written consent of SXC. Future Astronaut acknowledges and agrees that SXC may refuse this consent for any reason or no reason or require additional payments to be made to SXC if assignment is allowed to cover additional medical or functional evaluations of the assignee.

VISA AND PASSPORT

36) Future Astronauts who are not citizens of the USA are required to obtain a current valid passport and/or USA entry visa prior to their visit of the USA, at their own expense. Future Astronaut must remain in possession of a valid passport and/or visa up to and including the date of the flight and agrees to notify SXC of any change in their passport and/or visa status.

INTELLECTUAL PROPERTY

37) Future Astronaut acknowledges that the SXC trade name(s) and logo(s) are the intellectual property of SXC. Future Astronaut is forbidden to use the SXC trade name or logo or any other SXC branded material for commercial reasons without prior written approval of SXC.

DISPUTES: CHOICE OF LAW, ATTORNEY FEES, ETC.

38) This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflicts or choice of law principles

39) If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs (including expert fees), and necessary disbursements in addition to any other relief to which they may be entitled.

Initialed Date X

SEVERABILITY

40) If any provision of this Agreement is determined by an Authority of competent jurisdiction to be invalid, overly-broad, void or unenforceable, then that provision shall be deemed limited in scope such that it may be enforced to the maximum extent permissible under applicable law and, if such limitation is not valid or enforceable, such provision shall be deemed eliminated from this Agreement and the remaining provisions of this Agreement shall continue in full force effect and be enforceable to the fullest extent permitted by applicable law without being impaired or invalidated in any manner.



NO WAIVER OF RIGHTS DUE TO INACTION

- 41) SXC's failure to enforce Future Astronaut's strict performance of any provision of this Agreement will not constitute a waiver of SXC's right to subsequently enforce such a provision or any other provision of this Agreement.

FORCE MAJEURE

- 42) SXC will NOT be liable for failure to perform or delay in performing any obligation under this Agreement if such failure or delay is due to fire, flood, earthquake, strike, war (declared or undeclared), commercial impracticability, embargo, blockade, legal prohibition, governmental action, change in governmental regulations and/or policy, riot, insurrection, terrorism, damage, destruction or any other cause beyond the reasonable control of SXC.

COUNTERPARTS

- 43) This Agreement may be executed in one or more counterparts, each of which for all purposes shall be deemed to be an original but all of which together shall constitute one and the same instrument. Facsimile or PDF transmissions of original signatures shall be deemed original signatures.

INDEMNIFICATION

- 44) Future Astronaut agrees to indemnify SXC, the Medical Board or SXC's service providers participating in the evaluation, screening or review of Future Astronaut, or providing services to the Future Astronaut as a result of their purchase of a flight on the LYNX, for any claims or obligations arising from the negligence and/or intentional acts of the undersigned while participating in any services provided by SXC, the Medical Board or others involved or contracted by these parties to provide said services to the Future Astronaut.

ENTIRE AGREEMENT, MODIFICATION & CONFIDENTIALITY

- 45) This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral or written discussions, negotiations, understandings or agreements between them respecting such subject matter. No Party is making or relying on any representations, warranties, arrangements, or understandings except those fully expressed herein. Any amendments, alterations, modifications, additions or qualifications to the terms of this Agreement not expressly authorized by this agreement must be in writing and signed by each of the Parties.
- 46) The terms of this Agreement are confidential and proprietary and represent the intellectual property of SXC. Except to a court of jurisdiction or a legal advisor or other counsel under confidentiality to the Future Astronaut, the terms of this Agreement shall remain confidential and not be disclosed to third parties without the expressed written consent of SXC. Breach of this clause may result in the cancellation of the Future



Astronaut's scheduled flight, medical screening or other planned activities without refund, of any and all monies paid to SXC, at the sole discretion of SXC.

HEADINGS

47) The subject headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction of this Agreement.

WARRANTY OF SIGNATORY

48) The undersigned hereby represents and covenants that they are authorized to execute this Agreement.

(Signatures Follow)

IN WITNESS WHEREOF, both Parties confirm they have fully read and accept the contents of this Agreement, and have duly executed this Agreement this _____ day of _____, 201_____.

Furthermore, Future Astronaut warrants they have availed themselves of the opportunity to seek independent legal advice. Future Astronaut understands, voluntarily agrees without inducement, and accepts each and all booking terms set forth by SXC, and has initialed this Agreement in the four places delineated by SXC.

FUTURE ASTRONAUT

By: _____ (signature)

Printed name: _____

Address: _____

City, State, Country, Zip code: _____

Phone and e-mail: _____

Date of Birth: _____

SXC SPACELINE NV

By: _____ (signature)



Printed name:

Title:

By:

_____ (signature)

Printed name:

Title:
