

Aircraft Charter & Standby Framework Agreement

Customer ↔ Platoon AS — contract with mission-specific order and operator controls

DRAFT FOR COUNSEL REVIEW — NOT AN EXECUTED AGREEMENT — NO FLIGHT BOOKING OR INSURANCE BOUND

Document status: TEMPLATE | Version PA-MSA-2026-10-16 | Non-binding until signed, subject to tailored legal, insurance and aircraft operator review.

Customer	[Legal entity / registration / address]
Service provider	Platoon AS Org. no. 937 189 818 Bergen, Norway
Order / mission	[Purchase Order ID / Charter Order ID]
Actual operating carrier	[Full legal name / AOC / state / tail / call sign as required]
Contract structure	[Disclosed arranging agent / principal — select after transaction review]
Effective date / term	[Date and standby period]

1. Parties, order of precedence and non-binding status

Platoon AS, registration no. 937 189 818, Bergen, Norway ("Platoon"), provides aviation charter sourcing and coordination to the Customer identified in the signed Charter Order. Unless the order expressly and lawfully states otherwise, Platoon acts as an intermediary/arranger and is not the operating air carrier, aircraft owner, crew employer or safety regulator. The actual Air Operator ("Operator") must be identified by full legal name, AOC number, state, flight number or tail number where known and its own contract role. Nothing in website material, an unaccepted quotation or an unsigned purchase order constitutes a reservation or insurance confirmation. In order of precedence: (i) mandatory law and passenger/third-party rights; (ii) signed mission-specific Charter Order and expressly incorporated endorsements; (iii) these Master Terms; (iv) agreed Operator Terms, but only insofar as communicated and validly incorporated before acceptance. No undisclosed third-party term binds the Customer.

2. Services and mission scope

Service categories may include cargo, passenger, staff rotation, offshore, helicopter, time-critical/AOG, evacuation, government, special cargo or standby aircraft support, subject to available qualified operators, permits and legal eligibility. Each Charter Order states routes, airports, passenger count, cargo specification, dangerous-goods classification, aircraft class, dimensions/weight, dates, notice period, standby locations and hours, dispatch SLA (if any), alternate airport, authorized requesters and any restricted mission. Medical, rescue, defence/security or dangerous goods transport requires a specific lawful specialist annex and competent operator; it is NOT automatically covered by this general template. No guarantee of aircraft availability, dispatch, flying weather or mission success is implied.

3. Mandatory conditions precedent — NO GO

No charter or standby readiness obligation, firm aircraft reservation, non-refundable supplier commitment, mobilisation or flight authorisation is created until: (a) the Customer's signed Charter Order and approved spend are received; (b) the proposed Operator's AOC, operational specifications, licence and any relevant EASA TCO authorisation and route permissions have been checked against the competent authority; (c) independent confirmation of effective aviation liability insurance, insurer security, policy period, aircraft, territories, war/terror

exposures and insured mission has been obtained; (d) the Operator/Customer roles, transport conditions, safety and emergency contacts, passenger/cargo declarations and price are documented; and (e) sanctions, adverse safety lists, sanctions ownership and reasonable anti-bribery checks are cleared. A failed or incomplete gate means HOLD — no authority to dispatch. Any material replacement operator or aircraft requires repeat checks.

4. Operator safety and airworthiness

The Operator is solely responsible for matters legally assigned to it, including operational control, flight crew competence and duty times, airworthiness and maintenance, flight planning, weather, airport suitability, weight-and-balance, loading and dangerous goods acceptance, security, flight records and statutory occurrence reporting. The Customer and Platoon cannot instruct a pilot in command to violate safety law. The Operator may cancel or divert where safety requires, without overriding passengers' mandatory rights. Platoon will exercise reasonable skill and care in documented supplier selection and coordination and will not claim to certify airworthiness or replace regulator oversight.

5. Insurance — evidence, scope and insurer verification

Prior to commitment the Operator shall provide a current insurance certificate AND, when risk requires, an insurer/broker written confirmation explicitly addressing: insured Operator name; policy number; insurer and underwriter; applicable aircraft registration(s)/substitutes; passenger bodily injury/death liability per person and per occurrence; third-party bodily injury/property liability by MTOM; baggage, cargo and checked-goods liability; war/terrorism/hijacking risks where required by law or the itinerary; relevant geographical and operational scope; charter/commercial carriage, offshore, helicopter, urgent standby, specialist missions and dangerous goods if applicable; expiry and paid/current status; deductibles and exclusions; defence costs and any aggregate limits. Each limit must meet law AND risk-based commercial requirements. Where possible, the Customer and Platoon may seek an acceptable additional-insured/indemnity endorsement for their insurable interest, but an additional-insured request does not replace Operator cover or confer automatic passenger claims rights. A certificate alone is NOT conclusive evidence of coverage. Broker/intermediary professional indemnity and contingent/non-owned aviation liability insurance shall be assessed separately by Platoon. No party promises a claim will be paid by an insurer unless the insurer has validly bound that coverage.

6. Fatality, bodily injury and emergency response

Death, bodily injury and passenger protection are governed by the applicable mandatory aviation, tort and convention rules, including the Montreal Convention where applicable. No waiver, Customer indemnity, contractual cap or disclaimer excludes liabilities or passenger/dependant rights that cannot lawfully be excluded. The Operator must maintain a written emergency response plan, 24/7 incident line, insurer claims contacts, accident reporting process, victim/family assistance obligations as applicable and preservation of records. Platoon and Customer must cooperate promptly and preserve evidence but neither shall obstruct investigators, make unapproved admissions on behalf of others or promise insurer payment. Any contractual allocation between commercial parties operates only to the extent enforceable and does not prejudice victims or authorities.

7. Customer responsibilities and lawful risk allocation

Customer bears and pays (through the Charter Order) all agreed charges and risks reasonably attributable to its own instructions, misdeclared cargo/passengers, hazardous material, customs/export documentation, late changes, passenger conduct, access failures, unlawful or unsafe mission requests and breaches of this agreement. Subject to applicable law, Customer indemnifies Platoon against third-party claims and reasonably incurred losses to the extent directly caused by Customer's breach, negligence, inaccurate information or unlawful instructions,

excluding claims to the extent caused by Platoon's own breach, negligence, wilful misconduct or the Operator's independently owed safety obligations. This is NOT an allocation of all aviation liabilities to Customer; no clause transfers statutory operator liability, non-waivable passenger rights or Platoon's own non-delegable obligations. Customer must obtain appropriate insurance for its own cargo, goods value, consequential business interruption and other exposures not insured by the operator, if commercially necessary.

8. Price and ALL COSTS THROUGH THE SIGNED CHARTER ORDER

All anticipated sums payable by Customer are itemised in the Charter Order and its authorised change orders: Operator charter rate and minimum flying hours; standby/availability fee; ferry/repositioning/deadhead sectors; crew and duty time; fuel and variable surcharges; landing/handling/parking; de-icing; navigation; slots and permits; customs/security; cargo loading, escorts and specialist handling; hotel/per diem; taxes/VAT or exemptions; insurance premiums or special additional insured/war-risk premiums actually agreed; currency and bank fees; Platoon coordination and brokerage fee or agreed markup; and documented cancellation, no-show, additional hour and demobilisation charges. No unspecified insurance premium, third-party pass-through or fee may be imposed by Platoon without a signed variation, except where a mandatory tax/authority charge lawfully becomes due and the contract provides a transparent documented adjustment mechanism. All costs are invoiced to Customer through the named contractual payee under the agreed order; the transaction structure (agent vs principal, payment recipient and payee) must be correctly disclosed. No obligation to pay unverified bank details.

9. Payment, bank validation and no diversion

The signed Charter Order must state currency, total price, deposit, due date, payee legal name, VAT handling, escrow or client-money arrangements if applicable, refund rights and dispute escalation. Unless credit is approved in writing, non-refundable third-party cost commitments and mobilisation occur only after verified cleared funding and completed NO-GO gates. A genuine banking change must be independently verified using a previously known telephone number; email-only instructions are insufficient. No cash, personal bank account, cryptocurrency or undocumented third-party beneficiary is permitted. Platoon will not claim it holds an escrow account unless verified. Disputed sums are addressed promptly without withholding statutory refunds or emergency assistance.

10. Standby/beredskap and service levels

Standby service is only contracted if Schedule B specifies: primary and alternate aircraft/operator; base; guaranteed or target aircraft/crew readiness; exact activation method and 24/7 contact; minimum notice period; committed response versus best endeavours; number of covered standby hours/days; rotations and crew duty limitations; alternate aircraft and substituting process; response verification, dispatch decision-maker and availability log; events that pause readiness; daily cost, minimum period, overtime and cancellation. An SLA never overrides weather, maintenance, airworthiness, pilot authority, legal flight-time limits or regulatory safety requirements. Any guarantee, service credit or liquidated damages applies only if individually negotiated and lawful, with measurable definitions and caps.

11. Quotations, acceptance and substitutions

A quote must be valid until an exact date/time and identify aircraft/operator to the extent known and any outstanding permits. Acceptance requires authorised signatures (including digital signatures where legally valid), verification of counterparty authority and an order number. No substituted carrier, wet lease or material aircraft change without written notice, re-verification of AOC, insurance and any applicable EASA TCO authorisation and Customer acceptance where required; emergency substitutions remain subject to law and reasonable consent.

12. Changes, cancellation, delays and force majeure

Each Charter Order specifies cancellation bands and refunds based on auditable actual non-recoverable Operator charges plus specifically agreed fees; no blank cheque or punitive fee. Customer-requested route/time/load changes require written revised quotation and documented approval before costs accrue. Weather, ATC, slots, permits, security, technical failures, crew duty and other constraints may change feasibility; no force majeure or "acts of God" label automatically waives mandatory passenger refunds, assistance or liability. Mitigation, alternative carriers/routes, deadlines, cost consequences and notification duties are recorded. Charges for safety cancellation may be disputed if inconsistent with mandatory law or express terms.

13. Cargo, dangerous goods, customs and sanctions

Customer shall accurately disclose full cargo description, weight, dimensions, declared value, packaging, hazardous classifications and end-use, and supply lawful permits, export licences and truthful end-user declarations. Operator alone decides acceptability for air transport under applicable dangerous goods and flight safety rules. Customer bears documented consequences of its misdeclaration to the extent legally enforceable. Platoon and Operator may refuse sanctions/AML/high-risk prohibited cargo, restricted recipients or unsafe/illegal instructions without becoming liable to perform an unlawful operation. Defence, dual-use and medical cargo require additional written approvals.

14. Data protection, confidentiality and cybersecurity

Each party processes only personal data necessary for lawful charter inquiry, compliance and execution, assigns its own controller/processor role as applicable and provides Article 13/14 GDPR notices where required. No passports, medical records or sensitive manifests are to be submitted via ordinary public email or website enquiry. Information-sharing, access, retention, breach escalation and third-country transfer safeguards must be agreed where relevant. Confidential commercial rates and personal itineraries are protected, except required disclosure to carriers, insurers, public authorities and lawful advisors. Anti-phishing and bank-verification procedures apply.

15. Operator contracts and flow-down

Platoon may issue a separate Operator Purchase Order, but may not promise obligations of an Operator until the Operator accepts them in writing. Operator must expressly accept audit/evidence requests, insurance obligations, safety, records, payment and indemnity terms proportionate to its role. Insurance and safety requirements in the Customer Charter Order must be mirrored in the Operator PO and confirmed without gaps. Any contradictory Operator exclusion is escalated prior to Customer acceptance; do not silently absorb unmatched liabilities.

16. Liability limits between commercial parties

Subject to applicable mandatory law, each party is liable for proved direct loss resulting from its own breach or negligence. For purely commercial coordination losses not involving bodily injury/death, gross negligence, wilful misconduct, fraud, unpaid fees, confidentiality/privacy violations or other legally non-excludable matters, Platoon's aggregate contractual liability may be capped at a specifically negotiated amount or the coordination fees paid under the relevant Charter Order, if such a cap is legally valid and commercially appropriate. No blanket waiver of all damages is intended, and no cap applies where unlawful. Operator liability is governed by applicable carriage law and agreed Operator terms. Customer indemnities are fault- and causation-based, not a transfer of the Operator's safety obligations.

17. Complaints, records, notices and claims

Each flight order identifies incident contacts, claim notification channels and response times. Customer, Operator and Platoon will keep insurance checks, signed quotes, flight documents, pricing changes, passenger/cargo lists (securely), receipt confirmations and material instructions for the period prescribed by law and justified retention policies. Immediate incidents are notified to competent authority/Operator as required. Claims must not be delayed by internal disputes over who pays. Notices may be sent to verified contract email addresses with delivery confirmation where legally permitted.

18. Governing law and disputes

For business-to-business transactions, Norwegian law and Bergen tingrett may be selected by specific written agreement, subject to mandatory international carriage conventions, passenger/consumer rights and any mandatory jurisdiction or law applicable to the operation. The parties first attempt senior management negotiation, then mediation, but urgent safety action, regulator reporting and mandatory claims may proceed immediately. Consumer contracts and non-EEA flights need jurisdiction-specific legal review before the template is used.

19. Execution and authority

No binding charter is formed until both parties sign the final mission order, Operator verification and insurance evidence are approved, payment conditions are met, and the Operator's binding acceptance is obtained. The contracting party, broker/agent or principal role, operating carrier and payer must be explicit. Amendments and supplemental insurance are valid only when recorded in an approved change order or signed endorsement. No website click alone is a charter reservation.

Schedule A — Mission & commercial confirmation

Purchase Order number	[PO-YYYY-XXXX]
Version / date	[Date / version]
Customer legal name and registration	[Full legal name, registry, billing address]
Customer authorised buyer / email / phone	[Name / contact]
Supplier/Operator legal name and AOC number	[Exact certified operating entity; or TO BE VERIFIED]
Contractual role	[Platoon arranging agent / disclosed principal — select one after legal review]
Mission type	[Cargo / passenger / offshore / standby / helicopter / AOG / other]
Aircraft / registration / operating specifications	[Tail(s), type, max seats/payload, options]
Origin / destination / routing	[ICAO/IATA codes, sectors, airports]
Dates / schedule / timezone	[Local and UTC; activation period]
Passengers / cargo / dangerous goods	[Count; dimensions; gross weight; DG declarations]
Standby terms	[Base; 24/7 response contact; activation; hours; aircraft/crew readiness; fallback]
Price currency and fixed items	[Line items, quantity, rate, subtotal]

Variable costs / approved cap	[Handling, fuel, insurance, permits, re-positioning etc.; document cap]
Brokerage / coordination remuneration	[Fixed fee or disclosed markup; never hidden]
Applicable tax/VAT	[Tax basis; rate; exemption evidence]
Total approved not-to-exceed amount	[Currency / amount; budget approval]
Deposit / payment milestones	[Date / conditions / payee]
Cancellation, change and refund matrix	[Annex or agreed schedule]
Operator insurer / policy / limits / verified by	[Certificate + broker confirmation ref, date, specific cover; not merely "insured"]
AOC, TCO, sanctions and safety check	[Authority links / verification dates / checker]
Governing customer terms and operator terms	[Document IDs; conflict resolved]
PO attachments	[Mission statement; rate card; insurance evidence; emergency plan; signed charter terms]
Authorised signatories	[Name, capacity, date, signature]

Schedule B — Standby/readiness service levels

Response commitment	[Guaranteed / target / best endeavours — choose one]
Readiness start/end (UTC)	[]
Aircraft, crews and base	[]
Activation authority and channel	[]
Activation window and time to launch	[]
Replacement aircraft / operator	[Requires identical safety and insurance gate]
Availability logs / reporting	[]
On-call fees and extras	[]
Emergency contact	[Operator and Platoon verified phone]

Schedule C — Insurance verification checklist (mandatory)

- ☐ Legal Operator name, AOC, certificate validity and named aircraft/tails
- ☐ Insurer/underwriter and broker legal names, policy no. and expiry verified directly
- ☐ Passenger death and bodily injury per passenger and occurrence; legal minimum plus approved higher level
- ☐ Third-party aviation liability per accident by MTOM; ground damage and bodily injury
- ☐ Cargo and baggage risks; declared cargo value vs carrier liability limits
- ☐ War, terrorism, hijack, unlawful seizure and conflict-zone exclusions / endorsements

- ☐ Coverage territory, specific route, offshore, charter hire, aerial work, medical mission or specialist risk as relevant
- ☐ Deductibles, sub-limits, aggregate exhaustion; insolvency/security status; no material cancellation
- ☐ Claims reporting / assistance and written confirmation Operator is insured for requested mission
- ☐ Platoon separate professional indemnity and any non-owned/contingent aviation liability assessment

Schedule D — Signatures and conditional release

For Customer: _____ Name/position: _____ Date: _____

For Platoon AS: _____ Name/position: _____ Date: _____

RELEASE TO ORDER: ☐ Customer order signed ☐ Operator accepts ☐ AOC / permissions verified ☐ Insurance independently confirmed ☐ Funds/payee verified ☐ Risk signoff. RELEASED BY: _____ DATE/TIME: _____

Authority references and legal review flags

EU 785/2004 consolidated aviation insurance rules: <https://eur-lex.europa.eu/eli/reg/2004/785/2019-07-26>

European Commission aviation insurance overview: https://transport.ec.europa.eu/transport-modes/air/internal-market/insurance_en

EASA AOC requirements: <https://www.easa.europa.eu/en/domains/air-operations/air-operator-certificate-aoc>

EASA TCO authorisations: <https://www.easa.europa.eu/en/domains/air-operations/tco-third-country-operators>

EU air carrier safety list: https://transport.ec.europa.eu/transport-themes/eu-air-safety-list_en

EU 261/2004 air passenger rights: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32004R0261>

IATA / ICAO Montreal Convention and revised liability thresholds:
<https://www.iata.org/en/programs/passenger/mc99>

Norwegian aviation insurance regulation: <https://lovdata.no/dokument/SF/forskrift/2004-07-06-1101>

Professional review required for exact carrier/agency model, statutory liability, private consumer/passenger contracts, cross-border choice of law, VAT, insurance endorsements, unusually dangerous or medical missions, and whether standby obligations resemble an operational guarantee.