

Master Charter Agreement (Template)

Parties. This Charter Agreement ("Agreement") is made between **LIMITLESS SKY & SEA LLC**, a New Mexico limited liability company with registered office at 8206 Louisiana Blvd NE, Ste A #9612, Albuquerque, NM 87113, USA ("Broker"), and the charterer identified in the cover sheet ("Charterer").

Subject. Broker, acting as an air charter broker under 14 CFR Part 295, will arrange single-entity charter air transportation aboard one or more aircraft operated by a third-party direct air carrier ("Operator"). Operator details, aircraft type, routing, dates, times, passenger count, and price are set out in the cover sheet, which forms part of this Agreement.

1. Broker capacity and operational control

1.1 Broker acts as an indirect air carrier in its own name unless the cover sheet expressly states that Broker acts as agent of Charterer or agent of Operator. Broker is not a direct air carrier and does not exercise operational control of any aircraft.

1.2 Operator at all times retains operational control of the aircraft, the crew, and all safety-related decisions, including go/no-go, routing, diversion, alternate selection, fuel uplift, and cancellation for safety, weather or technical reasons. Charterer acknowledges that the pilot in command has final authority pursuant to 14 CFR § 91.3 / ICAO Annex 2.

2. Disclosures incorporated by reference

The Broker Disclosure Statement issued by LIMITLESS SKY & SEA LLC under 14 CFR § 295.24 is incorporated into this Agreement by reference. Charterer confirms receipt of that statement before signing.

3. Quotation, price and Federal Excise Tax

3.1 The price stated in the cover sheet is the total amount payable by Charterer to or through Broker for the air transportation. Unless explicitly itemised, the price includes Broker's compensation, US Federal Excise Tax under IRC § 4261 (7.5% of the amount paid for air transportation plus the per-segment fee in force), and any applicable international head tax and segment fees of which Broker has notice at the time of quotation.

3.2 Charges that are typically billed directly by the FBO, Operator or third party — discretionary catering upgrades, ground transport, overflight permits, de-icing, hangarage, unexpected handling, and any costs caused by changes requested by Charterer after departure — are Charterer's responsibility and are payable on demand.

3.3 Where Broker collects the gross amount from Charterer, Broker will either remit Federal Excise Tax directly on IRS Form 720 or pass the tax to Operator under the FET Allocation Memo attached to the cover sheet. In either case Charterer's payment to Broker discharges Charterer's Federal Excise Tax obligation on the air transportation arranged under this Agreement.

4. Payment

4.1 Payment is due in full prior to the start of the transportation, unless the cover sheet provides otherwise. Accepted methods include bank transfer and major credit and debit cards. Card surcharges, if any, are stated in the cover sheet.

4.2 Cash payments above USD 10,000 in a single transaction or aggregated related transactions trigger a filing obligation under 26 USC § 6050I and 31 USC § 5331 (IRS / FinCEN Form 8300). Broker will accept such payments only after collecting the information required for the filing and will notify Charterer in writing within the statutorily required period that the filing has been made.

5. Cancellation and refunds

5.1 Cancellation by Charterer is governed by the Operator's cancellation matrix, which is attached to or referenced in the cover sheet. Refunds, where due, are processed within 7 business days for credit card payments (14 CFR § 374.3; 12 CFR Part 226) and within 20 days for all other forms of payment (14 CFR § 295.26).

5.2 Where Broker is unable to provide a § 295.24 disclosure on time, or any required disclosure changes and is not communicated within a reasonable time, Charterer may cancel the remaining transportation and receive a full refund of monies paid for the affected transportation and related services (14 CFR § 295.24(c) and (e)–(f)).

5.3 Cancellation by Operator for safety, weather, ATC, technical or other reasons outside Operator's control is not a breach. Broker will use commercially reasonable efforts to arrange a replacement aircraft. If no replacement is possible, monies attributable to the cancelled segment are refunded per § 5.1.

6. Liability

6.1 Liability for the air transportation itself rests with Operator under the Montreal Convention 1999 (or, where applicable, the Warsaw Convention) and Operator's conditions of carriage. Broker's liability as broker is limited to direct damages and capped at the brokerage compensation Broker actually received for the affected flight, except in cases of fraud, gross negligence, intentional misconduct, or any liability that may not be limited under applicable law.

6.2 Neither Party is liable for indirect, consequential, incidental or punitive damages, including loss of profits, opportunity, goodwill or business interruption.

6.3 Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded under mandatory applicable law (including, for EU/UK Charterers, applicable consumer protection law).

7. Sanctions, AML and screening

7.1 Charterer represents and warrants that (i) neither Charterer, any beneficial owner, any passenger, nor any payer or guarantor is a Specially Designated National or otherwise subject to sanctions administered by OFAC, the EU, the UK, the UN, or any other competent authority, and (ii) the funds used to pay for the charter are not derived from, and the charter will not be used in connection with, any activity prohibited by

sanctions or anti-money laundering law.

7.2 Broker may, in its sole discretion, refuse or terminate any booking on sanctions, AML or reputational grounds without liability beyond refund of unspent monies.

8. Passengers, documents and dangerous goods

8.1 Passengers must hold valid travel documents and any required visas. Operator and pilot in command may refuse boarding for any reason permitted by their conditions of carriage.

8.2 Dangerous goods, undeclared currency or instruments above regulatory thresholds, and items prohibited by Operator, FAA, EASA or destination authorities may not be carried.

9. Data protection

9.1 Broker processes Charterer and passenger personal data in accordance with its Privacy Notice (thelimitlessky.com/privacy). Where Charterer or passengers are in the European Economic Area, Switzerland or the United Kingdom, Broker relies on Article 6(1)(b) GDPR (and equivalents) for processing necessary to perform this Agreement, on Article 9(2)(a) GDPR explicit consent for any medical or dietary special-category data, and transfers data to the United States under the EU-US Data Privacy Framework or Standard Contractual Clauses as disclosed in the Privacy Notice.

10. Force majeure

Neither Party is liable for failure to perform caused by events outside its reasonable control, including weather, ATC, airspace closure, government action, sanctions, war, terrorism, civil unrest, epidemics, strikes, or any equivalent event.

11. Governing law and disputes

11.1 This Agreement is governed by the laws of the State of New Mexico, USA, without regard to conflict of laws rules. Subject to § 11.2, the state and federal courts located in Bernalillo County, New Mexico, have exclusive jurisdiction.

11.2 Where Charterer contracts as a consumer resident in the European Economic Area, Switzerland, the United Kingdom or Monaco, mandatory consumer protection law of Charterer's habitual residence applies to the extent it cannot be derogated from by agreement, and Charterer retains any non-derogable right to bring proceedings in the courts of that residence.

11.3 The Parties may agree in writing to submit any dispute to confidential arbitration under the ICC Rules, seat New York, single arbitrator, English language.

12. Miscellaneous

12.1 This Agreement (cover sheet + these terms + Broker Disclosure Statement) is the entire agreement.

12.2 No waiver is effective unless in writing. Severability: if any provision is invalid, the rest survives.

12.3 Notices to Broker: charter@thelimitlessky.com with a copy to the registered office.

Template — last revised by Broker; review with counsel before execution. Operator-specific addenda, insurance certificates, FET Allocation Memo and the cover sheet form part of the contract.

This document is part of the Limitless Sky compliance library. It is a working draft compiled from primary sources. Review with qualified counsel before signing, publishing or otherwise relying on it.