

JETPAX

Bespoke. Exclusive. Private.

Terms of Engagement

AIR CHARTER BROKERAGE

ISSUED BY	JETPAX Pty Ltd
ABN / ACN	52 642 967 566 / 642 967 566
DOCUMENT	Terms of Engagement
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REGISTERED OFFICE	Level 2, Kings Row 2, 50 McDougall Street, Milton, Queensland 4064
GOVERNING LAW	Queensland, Australia

This Terms of Engagement (these **Terms**) is made between **JETPAX Pty Ltd** (ABN 52 642 967 566 / ACN 642 967 566), trading as **JETPAX (JETPAX, we, us or our)**, and the person or entity that engages, or seeks to engage, JETPAX to arrange air charter or related services (the **Client, you or your**). These Terms govern that engagement and take effect in accordance with clause 3.

BACKGROUND

- JETPAX carries on business as an air charter broker, sourcing and arranging private air charter and associated services with independent third-party aircraft operators.
- JETPAX is not an air carrier, does not operate aircraft, and holds no Air Operator's Certificate. All flights are operated by independent operators who hold their own Air Operator's Certificate and exercise sole operational control of each flight.
- The Client wishes to engage JETPAX on the basis set out in these Terms, and JETPAX agrees to act on that basis.

1 Definitions and interpretation

1.1 Definitions

In these Terms, unless the context requires otherwise:

"**AOC**" means an Air Operator's Certificate or equivalent operating authority issued by a competent civil aviation authority.

"**Australian Consumer Law**" means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

"**Booking**" means a confirmed reservation of a Charter, formed in accordance with the Charter & Booking Terms.

"**Charter**" means the carriage by air, and any associated services, sourced or arranged by JETPAX for the Client.

"**Confirmation**" means a written confirmation issued by JETPAX to the Client confirming a Booking.

"**Engagement**" means an engagement of JETPAX by the Client under clause 3.

"**Operator**" means an independent third-party aircraft operator holding an AOC that performs, or is to perform, a Charter.

"**Quote**" means a written quotation or charter proposal issued by JETPAX.

"**Services**" means the brokerage and coordination services described in clause 2.

1.2 Interpretation

1.2 In these Terms, unless the context requires otherwise: (a) the singular includes the plural and vice versa; (b) a reference to a party includes that party's successors and permitted assigns; (c) a reference to legislation includes any amendment to or replacement of it; (d) headings are for convenience only and do not affect interpretation; (e) "includes" and "including" are not words of limitation; and (f) a reference to writing includes email and electronic communication.

2 Nature of the Services — broker, not carrier

2.1 JETPAX acts solely as an air charter **broker and agent**. The Services consist of sourcing, negotiating, arranging and coordinating Charters and associated services on the Client's behalf with one or more Operators.

2.2 **JETPAX is not, and does not at any time act as, an air carrier.** JETPAX does not own, operate, crew, maintain or control any aircraft and holds no AOC. Each Charter is performed by an Operator that holds its own AOC and that is solely responsible for the operational control, conduct, airworthiness and safety of the flight.

2.3 In arranging a Charter, JETPAX acts as the Client's agent for the purpose of contracting with the Operator, and as a disclosed agent of the Operator for the limited purposes of collecting payment and relaying flight information. The contract of carriage is formed directly between the Client and the Operator.

2.4 JETPAX will perform the Services with due care and skill. JETPAX gives no warranty as to the availability of any particular aircraft, Operator, crew, slot or schedule, which is confirmed only upon issue of a Confirmation.

3 Formation of the Engagement

3.1 An Engagement is formed, and these Terms become binding on the Client, on the earlier of: (a) the Client's acceptance of a Quote in writing; (b) the Client instructing JETPAX in writing to source or arrange a Charter; or (c) the Client otherwise accepting these Terms by conduct, including by proceeding with a Booking.

3.2 JETPAX may decline any Engagement, or decline to act for any person, at its discretion.

- 3.3** These Terms apply to each and every Engagement between the parties and continue to apply to all future Engagements unless varied in writing.

4 Operator selection

- 4.1** JETPAX selects Operators it reasonably considers suitably licensed and credentialed for the Charter, and may rely on each Operator's representations as to its AOC, insurance, maintenance and crew currency.
- 4.2** The Client acknowledges that all operational matters — including airworthiness, crew rostering, routing, technical decisions, diversions, delays and cancellations — rest with the Operator and the pilot in command and are not within JETPAX's control.

5 Quotes, charges and payment

- 5.1** A Quote is an estimate based on information available when it is issued and is valid only for the period stated. Final charges may vary by reason of actual flight time, routing, fuel, de-icing, handling, catering, crew duty, slots, parking, taxes, regulatory charges and other variable costs.
- 5.2** JETPAX's charges may comprise the Operator's charter price and JETPAX's brokerage fee or margin. JETPAX will advise the total price payable. Prices are quoted in the currency stated and indicate whether they are inclusive or exclusive of GST.
- 5.3** Payment terms are set out in the Quote and the Charter & Booking Terms. A Booking is not confirmed until cleared funds are received in accordance with those terms. JETPAX may pass through Operator payment terms without variation.
- 5.4** The Client authorises JETPAX to receive and hold funds on the Client's behalf for onward payment to Operators and suppliers. JETPAX is not obliged to hold such funds on trust unless required by law or expressly agreed in writing.

6 Anti-money-laundering and sanctions

- 6.1** The Client must, on request, provide identity, beneficial-ownership and source-of-funds information, and warrants that funds applied are from lawful sources. JETPAX may delay, decline, suspend or terminate any Engagement, and may decline to process any payment, where it is unable to complete due diligence or where a sanctions or financial-crime concern arises. The AML/KYC Notice forms part of these Terms.

7 Cancellation and changes

- 7.1** Cancellation and amendment of a Booking are governed by the Operator's terms as passed through in the Charter & Booking Terms. Operator cancellation charges may be substantial, up to 100% of the charter price close to departure, and are payable by the Client.
- 7.2** JETPAX's brokerage fee is earned on issue of a Confirmation and is non-refundable thereafter, except to the extent required by law.

8 Client obligations and indemnity

- 8.1** The Client warrants that all information it provides (including passenger details, identification, baggage and special requirements) is accurate and complete and will be provided within the timeframes JETPAX specifies.
- 8.2** The Client is responsible for ensuring that it and its passengers hold valid travel documentation and comply with all border, customs, biosecurity and aviation-security requirements. JETPAX is not liable for any consequence of a failure to do so.
- 8.3** The Client is responsible for the conduct of its passengers and indemnifies JETPAX against any loss, liability or cost arising from passenger conduct, misrepresentation, or breach of these Terms or the Operator's terms, except to the extent caused by JETPAX's own negligence or default.

9 Liability

- 9.1 Carriage liability rests with the Operator.** Any claim arising from the carriage itself — including death, personal injury, delay, or loss of or damage to baggage — is a matter between the Client and the Operator and is governed by the Operator's contract of carriage and applicable law, including the Civil Aviation (Carriers' Liability) Act 1959 (Cth) and, for international carriage, the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, 1999). JETPAX is not the carrier and accepts no liability as carrier.
- 9.2** Subject to clauses 9.4 and 9.5, JETPAX's aggregate liability to the Client in connection with the Services, whether in contract, tort (including negligence), under statute or otherwise, is limited to the amount of the brokerage fee actually received by JETPAX for the relevant Engagement.
- 9.3** Subject to clauses 9.4 and 9.5, JETPAX is not liable for any indirect, consequential, special or economic loss, loss of profit or opportunity, or loss arising from the act, omission, insolvency or default of any Operator, supplier or other third party.
- 9.4 Australian Consumer Law.** Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy conferred by the Australian Consumer Law or any other law that cannot lawfully be excluded. Where the Services come with a non-excludable guarantee and JETPAX is entitled to limit its liability for a failure to comply with that guarantee, JETPAX's liability is limited, at its option, to the resupply of the Services or the payment of the cost of having them resupplied.
- 9.5** Nothing in these Terms limits liability for death or personal injury caused by JETPAX's negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited.

10 Insurance

- 10.1** The Operator carries the aircraft and passenger liability insurance for each flight. JETPAX does not insure the carriage. JETPAX recommends that the Client arrange its own travel, medical and trip-cancellation insurance.

11 Confidentiality and privacy

- 11.1** Each party must keep confidential the non-public information of the other. JETPAX handles personal information in accordance with its Privacy Policy and the Privacy Act 1988 (Cth). Discretion is fundamental to the Services.

12 Term, termination and force majeure

- 12.1** Either party may terminate an Engagement by written notice. Termination does not affect accrued rights, confirmed Bookings, or amounts payable, including Operator cancellation charges and earned brokerage fees.
- 12.2** JETPAX is not liable for any failure or delay in performing its obligations caused by an event beyond its reasonable control, including weather, airspace or airport restrictions, industrial action, regulatory action, Operator default, epidemic or pandemic, or act of government.

13 General

- 13.1 Governing law and jurisdiction.** These Terms are governed by the laws of Queensland, Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State and the courts competent to hear appeals from them.
- 13.2 Entire agreement.** These Terms, together with the Quote, the Charter & Booking Terms, the AML/KYC Notice and the Operator's terms, constitute the entire agreement for each Engagement and supersede all prior representations.
- 13.3 Variation.** JETPAX may amend these Terms from time to time. The version in force at the formation of an Engagement governs that Engagement.
- 13.4 Assignment.** The Client may not assign or novate its rights under these Terms without JETPAX's prior written consent.
- 13.5 Severance.** Any provision that is void or unenforceable is severed to the extent of the invalidity, and the remaining provisions continue in full force.
- 13.6 Waiver.** A failure or delay in exercising a right is not a waiver of that right, and a single or partial exercise does not preclude any further exercise.

Acknowledgement

By accepting a Quote, instructing JETPAX to proceed, or proceeding with a Booking, the Client acknowledges that it has read, understood and agreed to these Terms. Where these Terms are executed in counterpart, the parties may sign below.

SIGNED FOR AND ON BEHALF OF JETPAX PTY LTD

SIGNED BY THE CLIENT

NAME AND TITLE · DATE

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