

Master Services Agreement

Reference: MSA-CAM- Customer Name

Dated Click or tap to enter a date.

Is Between
FlyerTech Limited ('Supplier')
And

Customer Name
'Customer'

To Support the

Continuing Airworthiness Management Services

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1 MASTER SERVICES AGREEMENT

1.1 THIS MASTER SERVICES AGREEMENT (MSA)

is dated [Click or tap to enter a date.](#) (the “**Commencement Date**”) and is between:

1.2 PARTIES

1.2.1 FlyerTech Limited, a company incorporated in England and Wales under number 04209264 whose registered office is at First Floor, 25 Templer Avenue, Farnborough, Hampshire GU14 6FE (**‘FlyerTech’** or **‘Supplier’**)

1.2.2 **Customer Name** a company incorporated under number [] under the laws of, [] whose registered office and principal place of business is at (**‘Customer’**); and

(each of FlyerTech and the Customer being a **party** and together and the Customer are the **parties**).

1.3 BACKGROUND

1.3.1 The Customer conducts the business of providing services to the aviation industry for passengers and cargo.

1.3.2 FlyerTech conducts the business of supplying Continuing Airworthiness Management Organisation (‘CAMO’) and ancillary associated services (collectively, the **‘Available Services’**) to other businesses whether by itself or through its Affiliate companies including, but not limited to, Gama Aviation (UK) Limited incorporated under the laws of England with company number 01764148.

1.3.3 The parties have agreed that FlyerTech shall supply some or all of the available services offered by FlyerTech to the Customer, either by itself or through its Affiliate companies, under the terms of this Master Services Agreement and in accordance with individual Schedules describing the required services as quoted by FlyerTech and entered into between the Customer (or any of its Affiliates) and FlyerTech from time to time.

THE PARTIES AGREE THE FOLLOWING TERMS:

1.4 Definitions and interpretation

In this Agreement:

Affiliate	means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity.
Agreement	Refers to the Master Services Agreement and all applicable Schedules.
Aircraft	Aircraft(s) described in the Service Order, which term includes all engines, parts and components which are installed on or temporarily removed from any such aircraft, together with all logbooks, maintenance manuals, handbooks or other documents kept or maintained in respect thereof other than FlyerTech’s work cards and internal records.

Airworthiness	The condition of an item (aircraft, aircraft system or part) as defined by Airworthiness data and regulations issued by the NAA and by no other.
Business Day	means a day other than a Saturday, Sunday or a bank or public holiday as applicable in the country where the services are carried out ;
Calendar Times, Flight Hours/Flight cycles	Salient data relating to Aircraft, or Aircraft's component's calendar or flight times or flight cycles in total or part thereof since the last maintenance event (overhaul, refurbishment, repair, or modification).
Schedule or Service Order or Call-off Contract	Shall mean the Schedule or Service Order provided by FlyerTech that is signed by both FlyerTech and the Customer (or the Customer's affiliates as may be approved by FlyerTech).
Commencement Date of Services	<p>The day on the earlier of the following:</p> <ul style="list-style-type: none"> a) the date incorporated on the Schedule/Service Order, OR b) the date confirmed by Customer in writing, c) or d) the date of the first flight undertaken following the date of this agreement, OR e) the date on which the first work pack or additional requirement is requested, OR f) 6 weeks following the receipt of Systems Setup Fee of an Aircraft under this agreement.
Confidential Information	<p>means</p> <ul style="list-style-type: none"> (i) information relating to each party's business and to their Affiliates, including but not limited to, trade "know-how," secrets, customer lists, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans, business acquisition or sale plans, new personnel acquisition plans, methods of production, methods of service, employee names and personal information; technical processes, designs and design projects, databases (including aircraft related data), software, inventions and research, projects and other business affairs of the parties and their Affiliates; and (ii) information which are or should have been known by any party hereto to be confidential to the other party, which are not generally available to the public other than as a result of disclosure in contravention of this Agreement, and which are material and relevant to the goodwill of the other party's business.
Contract Year	The calendar year from the Services Commencement Date detailed on the Schedule or Service Order and each anniversary of the Services Commencement Date shall start a new and separate Contract Year.

Control	has the meaning given in the Corporation Tax Act 2010, s 1124 and Controls and Controlled shall be interpreted accordingly;
Data Protection Laws	means the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 and any laws that replace, extend, re-enact, consolidate or amend these and references to Personal Data and Data Controller shall be interpreted accordingly.
Force Majeure	means any circumstance not within a party's reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) the failure or non-availability of or defect in or non-performance of whatever nature of the computer hardware, firmware, software and/or systems used by or for the Customer and required for the performance of the Services; (v) nuclear, chemical or biological contamination or sonic boom; (vi) any law or any action taken or failure to take action by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (vii) collapse of buildings, fire, explosion or accident; (viii) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); (ix) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and (x) interruption or failure of utility service.
Master Services Agreement Commencement Date	means the date on which this Master Services Agreement is made as detailed in Schedule 1
Master Services Agreement Term	has the meaning given in clause 2.3 unless the same is amended by reference to Schedule 1 as signed by both parties.
Parent Company Guarantee	is the guarantee, in the form set out in the Appendix hereto, to be given in favour of FlyerTech by Customer's ultimate parent company to guarantee the obligations of the Customer, or the Customer's Affiliates under the Services Schedule;
Security Deposit	shall be the amount required, as detailed in any Service Order(s) that shall be in addition to, or as an alternative to the provision of a Parent Company Guarantee;
Services	means the available services and corresponding deliverables, if any, in relation to a particular Aircraft, the FlyerTech services applicable to the Aircraft as described in the Service Order.
Systems Failure	means any failure or non-availability of or defect in or non-performance of whatever nature of the computer hardware, firmware, software and/or systems used by or for the Customer and required for the performance of the Services

2. AGREEMENT DOCUMENTS, COMMENCEMENT, AND TERM

2.1 This agreement comprises of this Master Services Agreement, together with such of the following Schedules as may be applicable and signed by the Parties:

- Schedule 1 – incorporating the parties and relevant amendments to the terms of this Master Services Agreement
- Schedule 2 – providing relevant details pertaining to the Aircraft(s)
- Schedule 3 – providing the Scheme of Charges Any Appendix or Schedule containing regulatory information appended to the Service Order(s)
- Schedule 4 – Template Service Order for any additional services requested
- Schedule 5 – Continuing Airworthiness Management Agreement Terms
- Appendix 1 – Parent Company Guarantee (*If required*)
- Appendix 2 – Security Deposit (*If required*)

2.2 If there is any conflict between this Agreement and any Schedule or Appendix or sections thereof, the order of Priority shall be:

- i. The Schedule(s) (or Service Orders) that references this Agreement for individual services to be provided to Customer and/or Customer's Affiliates;
- ii. This Master Services Agreement;
- iii. Appendix 1 – Parent Company Guarantee (*If required and agreed*);
- iv. Appendix 2 – Security Deposit (*If required and agreed*);

2.3 This Agreement commences on the Commencement Date incorporated within the **Schedule 1** that confirms acceptance of the Master Services Agreement and shall continue in force until the later of:

- i. the date of expiry/extension date stated on any Service Order; or
- ii. the period of 3 years from the Commencement Date of this Master Services Agreement (the **Master Services Agreement Term**), when it shall automatically terminate,

and shall remain in force unless extended under a Service Order or until terminated earlier in accordance with clause 11 (Suspension and Termination) or clause 12 (Force Majeure).

3. SCHEDULES (SERVICE ORDERS)

3.1 This Master Services Agreement is intended to provide the terms and conditions that govern the overall relationship between the Parties but in the absence of one or more agreed, dated and signed Schedules to detail the services and charges, nothing in this agreement shall oblige FlyerTech to provide, or the Customer to purchase, any of the available Services.

3.2 Subject to the remaining provisions of this clause 3, the Customer and any of its Affiliates specifically named on the Service Order, and approved by FlyerTech, may from time to time enter into individual Service Orders in the form set out in in the Service Order annexed hereto or in any other form that the parties may agree in writing from time to time (each such contract being a Service Order).

3.2.1 Each such Schedule or Appendix executed by the Parties shall be a separate contract incorporating the Master Services Agreement terms and conditions including, if any, additional or special conditions applicable to the services requested as detailed on the individual Schedule.

3.2.2 Except if and as expressly specified otherwise in the Schedule, FlyerTech's charges (including any annual escalation of charges) applicable to the calendar year(s) detailed on the relevant Schedule shall apply to the services. The updated charges, commencing on the 1st June of each calendar year, shall be made available to Customer, in accordance with Clause 9.8 below.

3.2.3 The terms of Schedule 1 detail the relevant parties and notifications required within the Master Services Agreement and to record agreed deviations (if any) from the terms of the Master Services Agreement.

3.2.4 Each of Schedules 2 to 5 shall pertain to and be applicable to the service under such Schedule and shall not affect or amend any other Service Order(s) signed by Customer or by any approved Affiliate of the Customer.

3.2.5 Appendix 1 and/or Appendix 2 may be requested of the Customer by FlyerTech to ensure payment for any services. In the event that Customer does not agree to the provision of a signed Appendix 1 or Appendix 2, the FlyerTech shall be entitled to provide a Pro-forma invoice and require payment before commencing any work.

3.3 During the Master Services Agreement Term:

3.3.1 Customer and any of its named Affiliates approved by FlyerTech, (the '**Requestor**') may provide FlyerTech with a written request for Services utilising the 'Template Service Order' at Schedule 4 requiring FlyerTech to submit a corresponding draft Service Order. Requestor shall, at its cost and expense and promptly, provide all necessary information, support and assistance as may be required by FlyerTech from time to time to enable FlyerTech to provide a comprehensive quote for such requested services.

3.3.2 FlyerTech shall not be under any obligation to accept any request for services whether by Customer or any of its Affiliates nor obligated to sign any Service Order and FlyerTech may impose any conditions or require a security deposit and/or a Parent Company Guarantee for payment and/or performance of any conditions by Customer and/or Affiliate of Customer.

3.3.3 A Service Order shall not enter into force, or be legally binding, unless it has been signed by the authorised representatives of both parties to it; and provided that at the date it is signed, this Master Services Agreement has not been terminated.

3.3.4 Any Schedule or Service Order signed by the Parties prior to the effective date of termination of this Master Services Agreement but which require(s) services to be provided by FlyerTech after such date shall nevertheless remain in effect subject to the terms of this Agreement until the services under such executed Service Order(s) have been completed or until such Schedule/Service Order(s) is/are otherwise terminated in accordance with this Agreement.

- 3.4** Each Schedule or Service Order (or Call-off Contract) shall form an individual contract entered into between the respective parties to such Service Order or Schedule who shall be the Parties to this Master Services Agreement or Affiliates of such Parties as may be agreed.
- 3.5** FlyerTech shall be entitled to treat each requestor and signatory of the Customer as having valid authority to bind the Customer and or its Affiliate(s).
- 3.6** FlyerTech shall perform the services subject to the terms of this Agreement, either by itself or through its Affiliate companies, in consideration for the Customer and the Affiliates performing and observing their respective obligations under this Master Services Agreement and the Schedules.

4. WARRANTIES

- 4.1** FlyerTech warrants to the Customer that the Services will be carried out:
- i. By FlyerTech and or its Affiliate companies, including, if, and as may be required for compliance with any approval to be obtained from the Civil Aviation Authorities of the various countries that may be within the scope of any agreement.
 - ii. with reasonable care, skill and diligence in accordance with standard industry practice.
 - iii. by persons suitably trained, experienced, skilled and, where necessary, officially certificated in their duties.
 - iv. in accordance with FlyerTech's Approved Maintenance Program (where applicable) and all applicable recommendations and instructions of the manufacturer and directives of any relevant regulatory authority.
- 4.2** Notwithstanding any contrary provision of this Agreement, the warranty on the part of FlyerTech given in Paragraph 4.1. above shall not apply if and to the extent of any failure due to an event caused by Customer, its Affiliate(s) or as a result of Force Majeure.
- 4.3** FlyerTech shall be responsible to Customer for the acts and omissions of its Affiliate companies as if they were acts and omissions of FlyerTech itself.
- 4.4** The warranties, obligations and liabilities of FlyerTech set in this Clause 4 are exclusive and are accepted by the Customer in lieu of all other representations, warranties, terms or conditions, express or implied, statutory or otherwise including implied warranties and/or terms in respect of merchantability and fitness for purpose and any other obligations or liability of any nature whatsoever in respect of work done or service provided, or anything delivered by FlyerTech.

4.5 The Customer represents and warrants that:

- i. The execution of this Agreement has been duly authorised by the necessary corporate action of the Customer and this Agreement is valid, binding and enforceable in accordance with its terms.
- ii. It has the full power, authority and legal right to execute, deliver and perform this Agreement.
- iii. It understands and agrees that FlyerTech shall be responsible under contract for all services performed by itself and or its Affiliates and Customer shall have no claim against FlyerTech's Affiliates under or arising out of this Agreement.
- iv. The information provided by the Customer (Owner/Operator) is correct and that in the event of any changes, Customer will notify the Supplier within 2 working days.
- v. It will be responsible for the supply of the all the necessary manuals for each Aircraft type to enable FlyerTech to carry out the services, including but not limited to Technical manuals for each aircraft type, specific to the Customer's fleet (for example, the Airframe Original Equipment Manufacturer (OEM) Approved Technical Data, Engine, APU or Propeller OEM Approved Data and any other Instructions for Continued Airworthiness (ICA)) that may be requested by FlyerTech to support the obligations to support the required service description as well as any other documents or manuals detailed in the applicable Schedule.
- vi. All of the manuals and documents provided shall be held by FlyerTech and remain the property of the Customer. Any revisions of such documents for the carrying out of the service shall be supplied by the Customer from time to time. Incorporation of the revisions shall be the responsibility of FlyerTech whilst the documents are under their control. Manuals will be returned upon cessation of the Agreement.
- vii. It will not solicit, entice away or attempt to entice away any member of FlyerTech's staff from the employment of FlyerTech during the term of this Agreement and for a period of 6 months following the termination of this Agreement.
- viii. During the term of this Agreement FlyerTech shall be Customer and their Affiliate's sole and exclusive supplier of Services and that the Customer will not appoint or seek to appoint any third party to supply Continuing Airworthiness Management Services without the prior written agreement of FlyerTech.
- ix. Any access to FlyerTech's systems will be used solely by and for the Customer and any named and agreed Affiliates of Customer and will not be used by or for any third party. The Customer also agrees that such access will be used solely for interrogating data and information relating to those aircraft operated by the Customer and will not be used to copy, transfer, delete, add, modify, or otherwise alter any data or information residing on FlyerTech's computer-based systems. All costs associated with the data/telephone link between FlyerTech's systems and remote Customer-operated computers will be charged to the Customer.

- x. To use virus protection software on their remote computer and to take reasonable precautions to ensure that they do not transmit any computer virus, unlicensed software, unapproved software or any executable files regardless of their purpose or origin.
- xi. It will keep the data/telephone link secure from use by unapproved parties or third parties. The Customer and FlyerTech agree not to disclose the security features of FlyerTech's systems to third parties without the prior written consent of FlyerTech.
- xii. No contract of employment of any existing employee of Customer or Customer's prior suppliers shall be transferred to the FlyerTech or FlyerTech's Affiliates under the terms of this contract. Accordingly, the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("TUPE") as amended or replaced or any other Regulations implementing the Acquired Rights Directive or adopted into United Kingdom law or into the law of any European Union country shall not apply. In the event that the services supplied to Customer in any other country shall result in the legal requirement for any Customer employees or the employees of a previous supplier to Customer to be transferred to Supplier then the provisions of Clause 8.5 below shall apply

4.6 Subject to the Customer's warranties under clause 4.4 above and Customer's compliance thereof, FlyerTech will facilitate access to their computer-based systems via data/telephone link between such systems and remote Customer-operated computers.

5. PARENT COMPANY GUARANTEE AND/OR SECURITY DEPOSIT

5.1 If requested by FlyerTech, Customer shall provide FlyerTech with a duly executed original of the Parent Company Guarantee signed as a deed and/or provide an agreed monetary sum in a currency accepted by FlyerTech to secure performance of the services by FlyerTech or any third party performing the services under FlyerTech's instruction.

5.2 Failure of the Customer to comply with its obligations in clause 5.1 shall be a material breach of this Agreement and FlyerTech may, at its sole discretion, either terminate this agreement in accordance with Clause 11 below or suspend any services pending compliance by Customer.

6. CONFIDENTIAL INFORMATION

6.1 This clause 6 shall bind the parties during the Master Services Agreement Term and for a period of 2 years following the later of (i) termination of this Agreement or (ii) the termination of any Schedule or Service Order.

6.2 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers, service methodology and practices of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 6.2. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

6.3 Each party may disclose the other party's confidential information:

- 6.3.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its

obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 6; and

6.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

6.4 Each party recognises that any breach or threatened breach of this clause 6 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

6.5 Confidential Information shall not include any information that:

6.5.1 is, or was already known or available to the recipient, otherwise than pursuant to or through breach of any confidentiality obligation owed to the Discloser (including any third-party obligation).

6.5.2 is, or becomes, in the public domain other than through any breach of this Agreement (save that any publicly available information shall be classified as Confidential Information where it is compiled in a form that is not in the public domain).

6.5.3 is disclosed to the Recipient without any obligation of confidence to the Discloser by a third party that is not itself under any obligation of confidentiality.

6.5.4 is developed by or on behalf of the Recipient in circumstances where the developing party has not had direct or indirect access to the information disclosed, subject to the Recipient providing satisfactory evidence of the same to the Discloser.

6.5.5 the Discloser agrees in writing does not constitute Confidential Information.

7. COMPLIANCE WITH LAWS

7.1 In performing its obligations under the agreement, FlyerTech and Customer shall, and shall procure that each of their Affiliates shall, comply with all applicable laws, statutes, regulations and codes, (including but not limited to, statutes such as the Modern Slavery Act 2015, the Bribery Act 2010, the Data Protection Act 2018, the Environmental Protection Act 1990) that are, from time to time in force in England, including, but not limited to, any laws that replace, extend re-enact consolidate or amend such legislation. In addition, the parties agree to comply with all applicable legislation in force in the country/countries in which the Services are provided and/or the aircraft are registered.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Parties agree that for any claim arising under, related to, or made in connection with this Master Services Agreement and any goods or services provided by FlyerTech under an individual Schedule or Service Order, whether such claim or claims arise under theory of contract, tort (including negligence), strict liability or otherwise, including any Customer's or any third party's damages or recovery, if any can be attributed to FlyerTech under a court of law, such claim shall be limited to direct damages caused solely by FlyerTech's acts or omissions and shall in no event exceed the amount paid by Customer in the Contract year in which the claim is made. The existence of one or more claims shall not enlarge this limit.

- 8.2** FlyerTech shall not be liable under any circumstances for any indirect, incidental, reliance, special, punitive or consequential damages including, but not limited to: loss of revenue; loss of profits; replacement of goods; business interruption; loss or corruption of data, software or systems; loss of production; loss of contract; loss of commercial opportunity; interruption of Services; loss of opportunities; loss of savings; discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill; wasted costs or expenditure; or diminished stock price, even if FlyerTech has been advised of the possibility of such damages
- 8.3** Except as expressly stated in this Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- 8.4** Notwithstanding any other provision of this Agreement, neither party's liability shall be limited in any way in respect of the following:
- 8.4.1 death or personal injury caused by negligence.
 - 8.4.2 fraud or fraudulent misrepresentation.
 - 8.4.3 any other losses which cannot be excluded or limited by applicable law.
- 8.5** Notwithstanding the limitation of liabilities under this clause, the Customer shall **indemnify** FlyerTech and /or any of FlyerTech's Affiliate companies, in the event that there is a legal or contractual requirement, as described within clause 4.4 (xii) above, for any Customer employee(s) or the employee(s) of a previous supplier to Customer are required to be transferred to FlyerTech and /or any of FlyerTech's Affiliate companies as a result of FlyerTech undertaking any services on behalf of Customer .

9. PAYMENT AND DEFAULT

- 9.1** Unless otherwise agreed in writing by the parties, for example under any individual Schedule or Service Order, all FlyerTech's invoices are payable within 30 days of date of invoice.
- 9.2** If FlyerTech invoices are not paid within the due date, interest may be levied on delayed payments at the rate of five percent (5%) per annum above the base lending rate of HSBC Bank Plc , unless prohibited by law, in which event invoices and any other debt due by Customer to FlyerTech will be subject to interest charges at the statutory interest rate provided under the Late Payment of Commercial Debts (Interest) Act 1998 as may be amended from time to time.
- 9.3** FlyerTech may, at its sole discretion, refer any default by Customer in respect of non-payment, to either a debt collection agency or to a legal firm/attorney for collection, Customer agrees that all costs, debt collection agency/attorney/legal fees, and expenses of said collection shall be added to the amount due to FlyerTech by Customer.
- 9.4** If the Customer is in default over payment of amounts properly due under any Schedule or Service Order, or has been in material breach of its obligations under this Agreement and/or any Schedule or Service Order, or becomes insolvent or goes into liquidation or suffers any of the events outlined in Clause 11.2.b), c) or d) below FlyerTech may either terminate this Agreement and/or any or all Schedules or Service Order(s) with Customer or suspend performance of any or all services or delivery of goods under any or all of the Schedules or Service Orders that FlyerTech shall in its sole discretion decide. Provided that this Agreement and/or any or all of the Schedules or Service Order(s) has/have not been terminated, the right to suspend performance or cease delivery of goods shall cease when the Customer has made payment, in cleared funds, of all amounts due, including legal and other recovery costs and expenses.

- 9.5** Upon termination of this Agreement or of any Schedule or Service Order due to any default of the terms of this Agreement or any Schedule by the Customer, FlyerTech shall be entitled to invoice the Customer in respect of all Services performed up to the date of such termination, including charges due within the Notice Period under this Agreement, together with the cost of any commitment undertaken by it, which cannot reasonably be cancelled, recovered or otherwise utilised by FlyerTech. FlyerTech shall hold a lien on any goods or records of the Customer pending full payment of all invoices. In addition, the Customer shall indemnify FlyerTech on demand against any loss (including without limitation, loss of profit), damage, expense, cost, or liability including all legal costs incurred in recovering payment, which FlyerTech may sustain or incur directly or indirectly as a result of such termination or for recovery of any payments due by Customer and/or its Affiliates.
- 9.6** In the event that (i) FlyerTech becomes insolvent or goes into liquidation or suffers any of the events outlined in Clause 11.2.b), c) or d) below otherwise than for the purposes of a reconstruction, legal entity re-structure or amalgamation), or (ii) FlyerTech refuses to perform its obligations under this Agreement, otherwise than as a consequence of any breach by the Customer of its obligations and fails to remedy such breach, if capable of remedy and is not subject to a Force Majeure event, within twenty-one (21) days of having received written notice of such breach from the Customer, then the Customer shall be entitled to treat such event as a default by FlyerTech and as such a repudiation by FlyerTech of its obligations under this Agreement and shall be entitled to terminate the Agreement by reasonable notice in writing to FlyerTech.
- 9.7** Neither FlyerTech nor any of its employees, agents or subcontractors shall be in breach of this Agreement or under any liability whatsoever to the Customer for non-performance, part-performance, defective performance or delay in the performance of any Service supplied or to be supplied or work carried out or to be carried out by FlyerTech, its employees, agents or subcontractors, which is directly or indirectly caused by a Force Majeure occurrence. In the event of a Force Majeure occurrence, FlyerTech shall promptly notify the Customer in writing of the cause and anticipated duration of the interruption of the Services and the performance of FlyerTech's obligations in respect of such Services shall be suspended for the duration of such interruption, but FlyerTech shall use all reasonable endeavours to mitigate the effects of such interruption.
- 9.8** FlyerTech reserves the right to uplift any charges annually in June of each year to cover escalating costs, including for labour and parts. Generally, such price increases will be in line with the Retail Prices Index in the UK and the relevant Consumer Price Index or similar price inflation index in the regions in which the services are provided.

10. DISPUTE RESOLUTION

- 10.1** Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this clause 10.
- 10.2** The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 10.3** The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 10.3.1** within seven days of service of the notice, the FlyerTech Head of Part M Services shall meet with the Customer representative to discuss the dispute and attempt to resolve it; and

10.3.2 if the dispute has not been resolved within seven (7) days of the first meeting, then the matter shall be referred to the FlyerTech Head of Aviation Delivery shall meet with the Customer Senior Management within seven (7) days to discuss the dispute and attempt to resolve it; and

10.3.3 if no resolution has been reached then the matter shall be escalated to the FlyerTech Managing Director of Technology and Outsourcing (strategic business unit governing FlyerTech) shall either meet or have conference calls with the Customer Managing Director to resolve the issue.

10.4 The specific format for the resolution of the dispute shall be left to the reasonable discretion of the parties, and may include the preparation and submission of statements of fact or of position.

10.5 If the dispute has not been resolved within fourteen (14) days of the first meeting of the Managing Directors of both parties then the matter shall be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.

10.6 Either party may issue formal legal proceedings or commence arbitration at any time whether or not the steps referred to in this clause 10 have been completed.

11. SUSPENSION, CANCELLATION AND TERMINATION

11.1 In the event that Customer (or its Affiliate) fails to perform any obligations or fails to make payment to FlyerTech, then FlyerTech may, at its sole option suspend any services pending payment by the Customer and/or delay or cancel performance of the obligations required of FlyerTech and/or its Affiliates.

11.2 In the event that Customer

11.2.1 fails to provide FlyerTech with instructions to commence any contracted services or works under a signed Service Order within 30 days of Customer's signature of such Service Order, then FlyerTech has the option, at its sole discretion, to (i) charge the Customer a fee representing 10 per cent of the fee agreed on that Service Order or levy a charge in the sum of £1,000 which ever charge shall be the greater and, in addition (ii) FlyerTech shall have the right to cancel the Service Order without any penalty;

11.2.2 requests the suspension of services or works under a signed Service Order after commencement of the works by FlyerTech, then FlyerTech has the option, at its sole discretion, to levy a charge to the Customer on the greater of the following charges:

(i) a fee representing 60 percent of the fee agreed on the service Order; or

(ii) the proportionate charge based on the value of the work undertaken plus a surcharge of 10 per cent on the value of the agreed fee on the Service Order.

11.2.3 In addition to the charges detailed on clause 11.2.2, FlyerTech may charge the Customer for any goods ordered on behalf of the Customer at the rate detailed on the Services Order, or if no charges had been detailed, then at the cost of the goods plus 20 per cent of the value of the item(s).

11.3 Either FlyerTech or Customer may terminate this agreement if:

a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; or

- b) the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect; or
- c) the other party suspends or ceases, or threatens to suspend or cease, carrying on business; or
- d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
- e) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation.

11.4 This Agreement may be terminated by FlyerTech giving not less than 180 days' notice in writing to the Customer.

11.5 On termination of this Agreement for any reason, and notwithstanding any contrary provision in this Agreement:

- a) FlyerTech may, at its sole option, either agree to any individual Schedule/Service Order continuing in force, subject to the terms of this Agreement until expiry of the individual Schedule/Service Order, or terminate such individual Schedule/Service Order;
- b) all accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected.
- c) the parties shall within five (5) Business Days return any Confidential Information of the other party then in its possession or control; and
- d) the Customer agrees that non-performance or incomplete or late performance on the part of FlyerTech in the performance of the Services or any of them caused by or arising out of a Systems Failure shall not be considered a default on the part of FlyerTech for the purposes of this Agreement or any Schedule/Service Order. FlyerTech shall be entitled to the benefit of delays caused by Force Majeure or by a Systems Failure.
- e) FlyerTech shall be entitled to invoice the Customer in respect of all Services performed up to the date of such termination, in accordance with the terms of the Schedule/Service Order(s), including for the Notice Period under this Agreement, together with the cost of any commitment undertaken by it, which cannot reasonably be cancelled, recovered or otherwise utilised by FlyerTech. In addition, the Customer shall indemnify FlyerTech on demand against any loss (including without limitation, loss of profit), damage, expense, cost or liability including all legal costs incurred in recovering payment, which FlyerTech may sustain or incur directly or indirectly as a result of such termination.

11.6 The following clauses of this Agreement shall survive termination, howsoever caused:

- Clause 6 (Confidential Information);
- Clause 8 (Limitation of Liability and Indemnity);
- Clause 9 (Payment and Default);
- Clause 10 (Dispute Resolution);
- Clause 11 (Suspension and Termination);
- Clause 13 (Notices);
- Clause 16.7 (Third Party Rights); and
- Clause 17 (Governing Law and Jurisdiction);

together with any other provision of this Agreement which expressly or by implication is intended to survive termination.

12. FORCE MAJEURE

- 12.1** A party shall not be liable if delayed in, or prevented from, performing its obligations under this Agreement due to Force Majeure, provided that it (i) promptly notifies the other of the Force Majeure event and its expected duration; and (ii) uses reasonable endeavours to minimise the effects of that event.
- 12.2** If, due to Force Majeure, a party is unable to perform a material obligation; or is delayed in or prevented from performing its obligations for a continuous period of more than 180 days, the other party may terminate this Agreement on not less than 14 days' written notice.

13. NOTICES

13.1 Any notice given by a party under this Agreement shall:

- 13.1.1 be in writing and in English.
- 13.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email which must have the name and title of the sender); and
- 13.1.3 be sent to the relevant party at the address set out in clause 13.3 below.

13.2 Notices may be given, by email and followed by delivery of the written notice sent by courier and shall be deemed received on confirmation by the courier of delivery to the address provided at clause 13.3 below.

13.3 Notices sent to:

13.3.1 **FlyerTech** shall be addressed to:

13.3.1 Adam Marks, Head of Part M Services, FlyerTech Limited at Unit C, Kendal House, Victoria Way, Burgess Hill, West Sussex, RH15 9NF, UK

email address: adam.marks@flyertech.com or adam.marks@gamaaviation.com

13.3.2 Paul Cremer, Head of Aviation Delivery, FlyerTech Limited at 1st Floor, 25 Templer Avenue, Farnborough, Hampshire, England, GU14 6FE, UK.

email address: paul.cremer@gamaaviation.com

13.3.2 **Customer Name** shall be addressed to:

Name:	<input type="text"/>	Job Title:	<input type="text"/>
Office Address:	<input type="text"/>		
Email:	<input type="text"/>	Contact Telephone Number:	<input type="text"/>

13.4 Any change to the contact details of a party as set out in clause 13.3 shall be notified to the other party in accordance with this clause 13 and shall be effective:

on the date specified in the notice as being the date of such change; or

if no date is so specified, three (3) Business Days after the notice by email has been sent, provided that no 'Out of Office' message has been received by the sender.

13.5 All references to time are to the local time at the place of deemed receipt.

13.6 This clause does not apply to notices given in legal proceedings or arbitration.

14. VARIATION

14.1 No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

15. ASSIGNMENT

15.1 The Customer may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without FlyerTech's prior written consent.

15.2 Notwithstanding clause 15.1, the Customer may perform any of its obligations and exercise any of its rights granted under this Agreement through any Customer Affiliate, provided that it gives FlyerTech prior written notice including the identity of the relevant Customer Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to that party's rights or obligations under this Agreement shall be deemed to be an act or omission of the Customer itself.

15.3 FlyerTech may perform any of its obligations and exercise any of its rights granted under this Agreement through any Customer Affiliate.

15.4 The provisions of the Payment of Commercial Debts (Interest) Act 1998 as may be amended from time to time shall be applicable for any late payments by Customer and/or its Affiliates.

15.5 In the event that FlyerTech decides, at its sole discretion, to refer any default by Customer in respect of non-payment, to either a debt collection agency or to a legal firm/attorney for collection, Customer agrees that all costs, debt collection agency/attorney/legal fees, and expenses of said collection shall be added to the amount due to FlyerTech by Customer or its Affiliates.

16. GENERAL

16.1 No Partnership or Agency: The parties are independent businesses/persons and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

16.2 Equitable relief: Each party recognises that any breach or threatened breach of this Agreement may cause the other party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the other party, each party acknowledges and agrees that the other party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

16.3 Severance:

16.3.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

16.3.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

16.4 Waiver:

16.4.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

16.4.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies provided by applicable law.

16.4.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

16.5 Conflicts within agreement: In the event of any conflict or inconsistency between different parts of this Agreement, the following descending order of priority applies:

16.5.1 the Services Order

16.5.2 The terms and conditions in the body of this Framework Agreement; and

16.5.3 Any Appendices to this Agreement

Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

- 16.6 Signature and Counterparts:** This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement. Each party may evidence their signature of this Agreement by transmitting by email a signed signature page of this Agreement in PDF format together with the final version of this Agreement in PDF or Word format, which shall constitute an original signed counterpart of this Agreement. Each party adopting this method of signing shall, following circulation by email, provide the original, hard copy signed signature page to the other parties as soon as reasonably practicable.
- 16.7 Third party rights:** A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement, save that FlyerTech shall have the right to enforce the provisions of this Agreement either by itself or through its Affiliates.

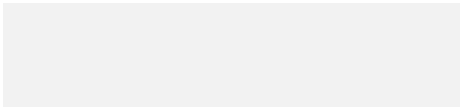
17. GOVERNING LAW AND JURISDICTION

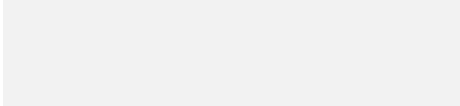
- 17.1** This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).
- 17.2** The terms of this FlyerTech Master Services Agreement are provided by email and are incorporated on the Schedule/Service Order Form signed by Customer.

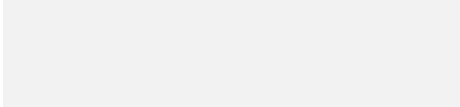
Signatures

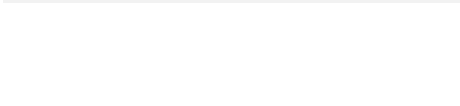
Signed for and on behalf of **FlyerTech Limited and its Gama Aviation Affiliated Companies** ('FlyerTech' or 'Supplier'):

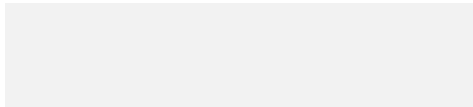
Signed for and on behalf of '**Customer Name**' or '**Customer**':

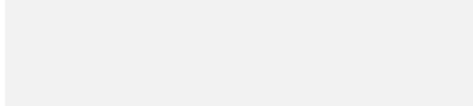
Signature: 

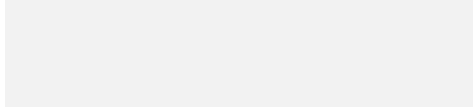
Name: 

Title: 

Date: 

Signature: 

Name: 

Title: 

Date: 