

THIS AGREEMENT is dated the 11th day of June 2024 and made

BETWEEN:

COUNTERPOINT MARKET INTELLIGENCE LIMITED incorporated and registered in England and Wales with company number 5182481 whose registered office is at Suite12, The Mansion Chesterford Research Park, Little Chesterford, Saffron Walden, England, CB10 'Counterpoint'

And

AEROSPACE EDGE LLC whose registered office is at 1120 Schultz Avenue, Winter Park, Florida 32789, United States of America 'AE'

WHEREAS

Counterpoint wishes to appoint AE to provide notes, commentary and data for a report titled Avionics 2024 'The Report Notes' on the following terms.

NOW IT IS HEREBY AGREED as follows:

1. Term

This Agreement shall remain in force until satisfactory completion of The Report Notes with a target date of 30 August 2024 and any matters arising from The Report Notes unless terminated earlier in accordance with clause 7 of this Agreement.

2. Appointment

Counterpoint confirms the appointment of AE to write where able The Report Notes the contents, template and activities of which are set out in the schedule to this Agreement 'Schedule 1'.

3. Payment

Counterpoint shall pay AE the following:

3.1 GBP 2,500 (two thousand five hundred pounds) upon agreement of contract. Counterpoint will pay AE within 30 days of invoicing.

3.1 GBP 2,500 (two thousand five hundred pounds) on completion of The Report Notes. Counterpoint will pay AE within 30 days of invoicing.

3.2 15% of the total sales revenues excluding VAT which it receives from sales of its report Avionics 2024 from customers who are included in 'Schedule 2'. This includes any parent companies, subsidiaries, or companies within the same corporate group. Counterpoint will pay AE within 30 days of receiving payment for each sale of Avionics 2024.

3.3 35% of the total sales revenues excluding VAT which it receives from sales of its report Avionics 2024 from customers who do not fall within the scope of clause 3.3. Counterpoint will pay AE within 30 days of receiving payment for each sale of Avionics 2024.

Counterpoint retains the exclusive right to determine the price of the report offered to customers.

4. Duties of AE

4.1. AE shall deliver to Counterpoint interim notes where able on a regular basis covering the sub sectors listed in the Schedule.

4.2. AE shall at all times act with all due diligence and act in good faith and follow and observe all reasonable instructions given by Counterpoint regarding the Report Notes to be provided by it.

4.3. AE shall be responsible for its own operating expenses necessary for the efficient performance of its obligations under this Agreement.

5. Intellectual Property

5.1. AE hereby assigns to the Counterpoint all existing and future Intellectual Property Rights in The Report Notes and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement AE holds legal title in these rights and inventions on trust for the Counterpoint.

5.2. Counterpoint shall own the copyright of Avionics 2024 and AE acknowledges that Counterpoint owns the intellectual property created by Counterpoint in preparation of Avionics 2024. AE hereby irrevocably and unconditionally waives any moral rights it may have to be identified as the author of any copyright work produced pursuant to this Agreement under Sections 77- 85 of the Copyright, Designs and Patents Act 1988.

6. Confidentiality

6.1. The parties to this Agreement agree to keep all confidential information in relation to the business of the other confidential during and after the term of the Agreement. This clause will not apply to:

6.2. Any information which has been published other than through a breach of this Agreement;

6.3. Information in the possession of the recipient party before the disclosure under this Agreement took place;

6.4. Information obtained from a third party who is free to disclose it;

6.5. Information which a party is required by law to disclose.

7. Termination

7.1. This Agreement may be terminated if either party commits a serious or grave breach of this Agreement or persistent breaches of this Agreement including, but not limited to, non-performance, default or neglect of that party's duties under this Agreement and such breach remains unremedied for 5 days after notice of such breach has been given by the non-defaulting party.

7.2. Such termination will take place with immediate effect on written notice to the other party and without prejudice to any remedy either party may have against the other for any breach committed prior to the date of such termination or which gave rise to the termination.

8. Force Majeure

Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstances beyond its reasonable control, including but not limited to Acts of God, war, civil disorder or industrial disputes. If such delay or failure continues for a period of at least 10 days the party not subject to the force majeure shall be entitled to terminate this Agreement by written notice to the other.

9. Notices

9.1. Any notice given by either of the parties shall be served on the other party by personal delivery, pre-paid recorded delivery, first-class post, e-mail to the receiving party's address set out in this Agreement or such subsequent addresses as may be notified by the parties to each other.

9.2. Any such notice shall be deemed to be effectively served as follows:

9.3. In the case of service by pre-paid recorded delivery or first-class post 48 hours after posting.

9.4. In the case of service by e-mail on the next working day.

10. General

10.1. IT IS HEREBY DECLARED that the foregoing paragraphs, sub paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this

Agreement or its paragraphs, sub paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub paragraphs and clauses.

10.2. The schedules to this Agreement constitutes an integral part thereof.

10.3. Failure by either party to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless the waiving party acknowledges the waiver in writing.

10.4. No addition to or modification of any clause in this Agreement shall be binding on the parties unless made in writing and signed by the signatories to this Agreement or their duly authorised representatives

10.5. Reference to any Statutory Provisions in this Agreement shall include any Statutory Provisions, which amend or replace them.

11. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the Law 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 that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

COUNTERPOINT MARKET INTELLIGENCE LIMITED

Collin Heller

Vice President

Signature:

AEROSPACE EDGE LLC

Signed for by:

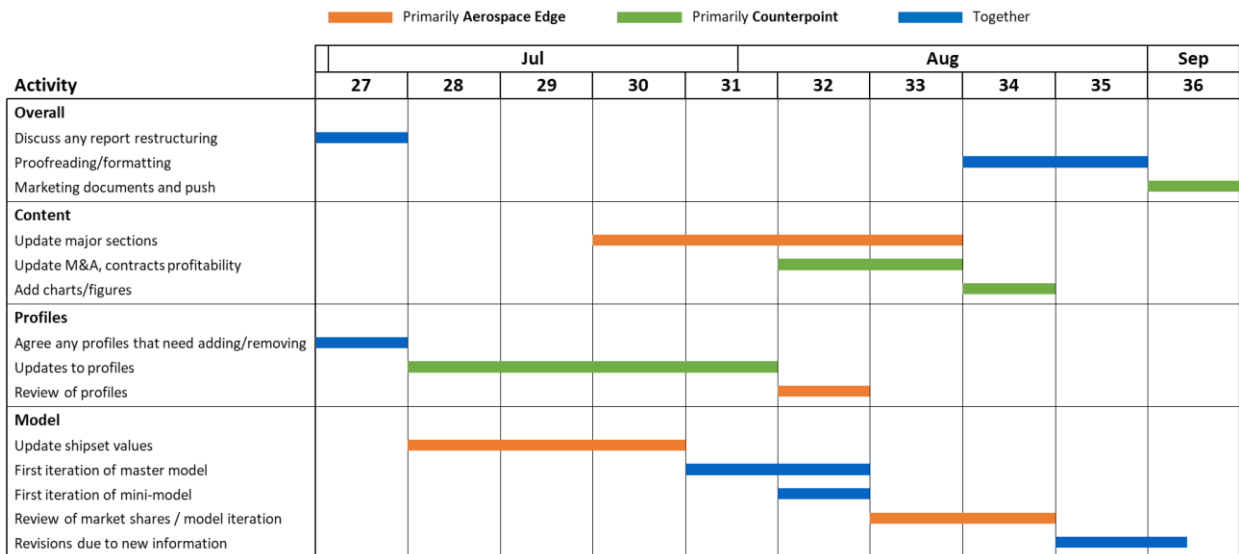
Signature:

SCHEDULE 1 (may be subject to change)

CONTENTS FOR REPORT ON AVIONICS

1. Executive Summary
2. Introduction
3. Scope
4. Methodology
5. Glossary
6. A brief history of avionics
7. Major avionics product groups
8. An overview by market sector
9. The impact of Covid-19
10. Market size and segmentation
11. Market share analysis
12. Market dynamics
13. Market structure
14. Technology trends
15. International ATC/Infrastructure initiatives
16. Avionics within emerging markets
17. Recent developments/major contracts
18. Profitability
19. Avionics supplier profiles

ACTIVITIES AND TIMELINE FOR REPORT ON AVIONICS



SCHEDULE 2

- Aerospace Technology Institute (UK)
- Airbus
- Alix Partners
- Bain & Co
- Boston Consulting Group
- Collins Aerospace
- CSP Associates
- Korean Studies Information
- McKinsey
- Moog
- Oliver Wyman
- Safran
- ST Engineering
- TransDigm