February 18, 2020

<Client>

RE: Proposal for Retainer Relationship with AviaGlobal Group, LLC

Dear,

AviaGlobal Group, LLC, is pleased to provide the attached proposal

The proposed activity will be performed by members of AviaGlobal Group. As aviation professionals with a global presence, we are uniquely able to provide a customize solution in support of your specific business needs. Beyond the specific proposed activity, AviaGlobal Group is able to offer project-based services, product-base services, long-term engagement activities and other customizable solutions.

With

Sincerely,

Co-Founder & Managing Partner

# Introduction

AviaGlobal Group, LLC, an Arizona, US, Limited Liability Corporation, provides aerospace insight, support and consulting services to a world-wide clientele. The principals bring over 90 years of industry experience to <COMPANY>.

## AviaGlobal Group, LLC

Formed in 2019, AviaGlobal Group provides unique expertise to the aerospace industry. The principal leaders are a team of seasoned professionals with demonstrably successful track records, including M&A, business and operational development, engineering, sales and marketing, and corporate level executive insight. Collectively, the principals leverage their professional networks and knowledge base, providing added value and depth as needed for solutions to client challenges. AviaGlobal Group offers affordable, exceptional, insight through partnership in developing and enhancing your products and realizing your business’ potential.

Whether your growth strategies include merger and acquisitions, product development, market expansion, organic growth or outsourced expertise, let AviaGlobal Group advantage help focus your organization’s roadmap for success.

### Principals:

#### Hal Adams, Co-Founder, Managing Member, Development Lead, Phoenix, AZ

Hal Adams has over 40 years of civil and military aerospace experience. He is the Managing Director and Co-Founder of Aero Business Development LLC (ABD), specializing in business development and strategies support, with emphasis in avionics.

In 2008, Adams partnered with Accord Software & Systems to found Accord Technology, a leading supplier of Global Navigation Satellite Systems solutions. As COO of Accord Technology, Adams was responsible for the creation, start up and day-to-day operations, during which Accord Technology achieved FAA approval for the industry’s first advanced GPS sensors used in ADS-B and precision approaches

#### Lee Carlson, Co-Founder & Managing Member, Marketing & Sales Lead, Grand Rapids, MI

Lee Carlson is Co-Founder, Managing Partner, ADS-B Global, LLC, and a recognized leading avionics knowledge provider, helping clients with understanding, implementing and preparing for worldwide air traffic modernization.

Mr. Carlson brings product development, sales, marketing and technical expertise to AviaGlobal Group. With a strong, customer-centric focus on market analysis and product conceptualization, Carlson draws on his background with L3 Technologies, Smiths Aerospace (now GE Aviation) and The Boeing Company where his career has included roles in sales, marketing, project management, alliance management and engineering.

#### Forrest Colliver, Co-Founder & Managing Member, Solutions Lead, Strasbourg, France

Forrest Colliver is President & Founder of AeroNextGen Solutions SAS, a leading source of subject-matter expertise in airborne and ground-based communication, navigation & surveillance systems and operational aspects of global ATC modernization programs. He brings to AviaGlobal Group a broad background in the application of technology, strategic planning, program management and business development disciplines to the deployment of avionics and air traffic management systems.

Mr. Colliver’s career in aerospace spans more than 30 years, having lived and worked in both the US and the European Union. His success in solution-oriented business development derives from application of his strong engineering core capability with his extensive business background to focus on taking ideas from conception to implementation. Mr. Colliver combines personal dedication with team focus to produce the desired operational result.

## Capabilities

AviaGlobal Group maintains memberships in key industry advocacy and advisory organizations. This list includes: AEA (Aircraft Electronics Association), RTCA, Inc., NBAA (National Business Aviation Association), SAE International, EUROCAE (European Organisation for Civil Aviation Electronics), HAI (Helicopter Association International). Individually, membership includes: NAFI (National Association of Flight Instructors), EAA (Experimental Aircraft Association), AOPA (Aircraft Owners and Pilots Association)

The breadth of experience and access to a comprehensive network of industry and government professionals and insiders, AviaGlobal Group connects their clients with a unique combination of “insight, action and advantage.”

# Executive Summary

AviaGlobal Group, LLC, proposes to provide business development and representation for <COMPANY>. Working as a confidential extension of <COMPANY>, AviaGlobal Group will execute tasks that will develop new markets, product and customer insight utilizing the advantages of professional networks that include key customer targets, European location and language versatility. AviaGlobal Group will provide assistance with customer meetings, on-site presence and <COMPANY> representation.

## Proposed Tasks

Key tasks will include (but not limited to the following) extending and initiating meetings and familiarization of <COMPANY> products with:

* Airframe original equipment manufacturer (OEM)
	+ Airbus
	+ Airbus Helicopters
	+ Socata
	+ TBM
* Avionics OEMs
	+ Axnes
	+ Thales
	+ TQ

Tasks will include establishing and coordinating meetings, receipt of Request for Proposals (RFPs) translation and on-site presence with target companies.

Additionally, AviaGlobal Group will assist in the analysis and product positioning for existing and emerging markets for <COMPANY> products and services.

Where opportunities exist, AviaGlobal Group will represent the interest of <COMPANY> at regulatory and standards development organizations such as EUROCAE, SAE International, RTCA, Inc. and others.

## Duration

AviaGlobal Group proposes a retainer relationship renewable on an annual basis.

# Detailed Tasks

The follow tasks are specific tasks to be performed by and report by AviaGlobal Group on behalf od <COMPANY>.

## Business Development

AviaGlobal Group will:

### Market Assessment

The AviaGlobal Group team will work with <COMPANY> to assess product applicability to the identified target companies. AviaGlobal Group will provide a draft marketing plan and execution plan to secure supply chain positions with target companies.

## European Representation

AviaGlobal Group will provide representation of <COMPANY> interests with client and target companies in the Europe

## On-site Support

AviaGlobal Group will provide on-site support of <COMPANY> interests with client and target companies in the Europe

## Standards Organization Representation

Upon coordination with <COMPANY>, AviaGlobal Group will attend, participate and represent the interests of <COMPANY> on EUROCAE working groups.

# Deliverables

## Monthly Reports

# Agreement

The following Agreement, including the AviaGlobal Group “Rate Sheet” and applicable Statement(s) of Work form the framework of the relationship with <COMPANY>.

# AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Between:

# CLIENT

Ajax Aerospace 666 Disaster Road, Hopeless CA 98200 (the "Client")

# CONSULTANT

AviaGlobal Group LLC 111 Memory Lane, Phoenix, AZ (the "Consultant")

# BACKGROUND

1. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
2. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

# SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
1. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

# TERM OF AGREEMENT

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
2. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

# PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

# CURRENCY

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

# COMPENSATION

1. The Consultant will charge the Client for the Services as follows (the "Compensation"):
	* retainer of $20,000/month.
2. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.
3. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Consultant.

# REIMBURSEMENT OF EXPENSES

1. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.
2. Estimates of proposed expenses will be provided to the Client for pre-approval.
3. Expenses will not be incurred by the Consultant without pre-approval.
4. The attached Rate Sheet is attached and part of this agreement

# PENALTIES FOR LATE PAYMENT

Any late payments will trigger a fee of 10.00% per month on the amount still owing.

# CONFIDENTIALITY

1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
2. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will end on the termination of this Agreement except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.
3. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

# OWNERSHIP OF INTELLECTUAL PROPERTY

1. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
2. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

# RETURN OF PROPERTY

Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

# CAPACITY/INDEPENDENT CONTRACTOR

In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

# NO AGENCY

The Consultant(s) are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of the Client. This Agreement will not be construed to create or imply any partnership, agency or joint venture.

# NOTICE

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
* Ajax Aerospace 666 Disaster Road, Hopeless CA 98200
* AviaGlobal Group LLC 111 Memory Lane, Phoenix, AZ
1. or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

# INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

# MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

# TIME OF THE ESSENCE

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

# ASSIGNMENT

The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

# ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

# TITLES/HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

# GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

# SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

# WAIVER

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_.

Ajax Aerospace Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal)

AviaGlobal Group LLC Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal)