

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This **Independent Contractor Services Agreement** (this "Agreement") is entered into this [REDACTED] day of [REDACTED], 20 [REDACTED] (the "Effective Date"), by and between **Right Brother Aviation, LLC**, a New York limited liability company ("Company"), and [REDACTED], a [REDACTED] ("Contractor"). Company and Contractor may be referred to herein individually as, "Party", or collectively as, "Parties" to this Agreement.

AGREEMENT

In consideration of the compensation, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Services to be Performed by Contractor.** Contractor shall render the Services described on Exhibit A (the "Services"), as may be amended from time to time as mutually agreed upon by the Parties in writing.
- 2. Compensation.** Company shall pay Contractor on a time and materials basis as compensation for the Services, and, if applicable reimbursement for expenses, all as provided in Exhibit B (the "Compensation").
- 3. Contractor Relationship; Taxes; Indemnification.**

3.1 Relationship. The intent of the Parties is for Contractor to act as an independent contractor under the applicable local, state and federal law, including, without limitation, those set forth by taxing authorities. The Parties expressly agree that the Parties execution of this Agreement shall not render Contractor a subordinate, employee, partner, agent of, or joint venturer of Company for any purpose. Contractor is and will remain an independent contractor in its relationship to Company. Contractor is not authorized to make any representation, contract or commitment on behalf of Company. Company shall not be responsible for withholding taxes with respect to the Compensation or any other payments to Contractor under this Agreement. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS AND IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE AND WORKERS COMPENSATION COVERAGE ARE PROVIDED BY CONTRACTOR OR SOME OTHER ENTITY, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY COMPENSATION PAID PURSUANT TO THE INDEPENDENT CONTRACTOR RELATIONSHIP. CONTRACTOR UNDERSTANDS THAT COMPANY SHALL NOT PROVIDE ANY EMPLOYMENT BENEFITS TO CONTRACTOR.

3.2 Taxes. All payments from Company to Contractor hereunder shall be made payable to Contractor in the name of Contractor's legal entity name, if applicable. Contractor shall fully and properly report, to all appropriate federal, state, and local tax authorities, all income payments received under this Agreement. Contractor shall not be responsible for taxes owed by Company. Contractor hereby acknowledges and agrees that, in accordance with applicable law, Company will make all necessary filings with the applicable taxing authorities, reflecting all amounts paid by Company to Contractor for the immediately preceding tax year. Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to Contractor's compensation hereunder. Contractor shall fully indemnify and hold Company harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by Company arising out of Contractor's failure with respect to its obligations in this Section 3.2.

3.4 Indemnification. Contractor agrees that it will fully indemnify, defend and hold harmless Company, its officers, directors, employees, customers and agents from and against any and all claims, losses, liabilities, damages, expenses and costs (including reasonable attorneys' fees and court costs) caused, directly or indirectly, by the negligent acts or omissions of Contractor, its agents, or employees,

and for any losses caused by Contractor's breach of this Agreement. Contractor understands and accepts the risk involved in providing the Services and will indemnify and hold harmless Company from and against any and all liability, claims of liability, expenses, causes of action, losses or damage whatsoever, including reasonable attorneys' fees and any amounts paid in settlement, and including without limitation any injuries to any person (including to Contractor and Contractor's employees), property, or operation, in each case arising out of or in connection with this Agreement or in the performance of the Services contemplated hereunder.

4. Confidential and Proprietary Information.

4.1 Confidential Information. Company now owns and will hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business (collectively, "Company Information"). Company may disclose Company Information to Contractor during Contractor's performance of the Services. Company Information includes not only information disclosed by Company, but also information developed or learned by Contractor during Contractor's performance of the Services. Company Information is to be broadly defined and includes all information which has or could have commercial value or other utility in the business in which Company is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of Company, whether or not such information is identified by Company. By way of example and without limitation, Company Information includes any and all information concerning aircraft acquisition and sales, aircraft lease documents, aircraft operations, government contracts, processes, techniques, know-how, customer and supplier lists, marketing, sales or other financial or business information, and all derivatives, improvements and enhancements to any of the above. Company Information also includes like third-party information which is in Company's possession under an obligation of confidential treatment.

4.2 Protection of Company Information. Contractor agrees that at all times during or subsequent to the performance of the Services, Contractor will keep confidential and not divulge, communicate, or use Company Information, except for Contractor's own use during the Term of this Agreement to the extent necessary to perform the Services. Contractor further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Company Information from Company's principal place of business, without prior written approval of Company.

4.3 Exceptions. Contractor's obligations with respect to any portion of the Company Information as set forth above shall not apply when Contractor can document that (i) it was in the public domain at the time it was communicated to Contractor by Company; (ii) it entered the public domain subsequent to the time it was communicated to Contractor by Company through no fault of Contractor; (iii) it was in Contractor's possession free of any obligation of confidence at the time it was communicated to Contractor by Company; or (iv) it was rightfully communicated to Contractor free of any obligation of confidence subsequent to the time it was communicated to Contractor by Company.

5. Term; Termination. This Agreement is effective as of the Effective Date and expires upon any termination described in Exhibit A or earlier, as set forth below. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party, or immediately upon the other party's breach of this Agreement.

6. Representations and Warranties.

6.1 Contractor Understands Agreement. CONTRACTOR HAS HAD SUFFICIENT OPPORTUNITY TO CONSULT LEGAL COUNSEL OF CONTRACTOR'S CHOICE REGARDING ITS REVIEW AND UNDERSTANDING OF THIS AGREEMENT.

6.2 Representation as Contractor. Contractor represents and warrants to Company that it is engaged in an independent business and has full right and power to enter into and perform this Agreement without the consent of any third party and without violating any laws or other agreements to

which Contractor may be bound. If this Agreement is terminated, Contractor's business would continue to operate and exist.

6.3 Registrations, Permits and Licenses. Contractor has all necessary governmental/regulatory permits and licenses, if any, to perform the Services.

7. Covenants.

7.1 Contractor Covenants.

7.1.1 Compliance with Laws and Rules. In connection with Contractor's performance of the Services, Contractor shall perform the Services diligently, in accordance with highest standards of the industry in which the Contractor competes including without limitation applicable requirements of the Federal Aviation Administration and Federal Aviation Regulations. Contractor agrees to act in accordance with other reasonable policies and procedures of the Company pertaining to service providers. Contractor has obtained and will maintain, at Contractor's expense, any and all permits, licenses, and certifications (including, but not limited to, complying with appropriate contractor safety management program requirements and/or safety orientation program certification(s)) if and as required by law or as reasonably required by the Company. Contractor shall comply at all times with any and all applicable laws, including but not limited to rules and regulations of the U.S. Department of Transportation and the Occupational Health and Safety Administration. Should Company permit Contractor to use any of its equipment, tools, or facilities during the term of this Agreement, such permission shall be gratuitous and Contractor shall be responsible for any injury to any person and damage to any real or personal property arising out of use of such equipment, tools or facilities.

7.1.2 Insurance. Contractor agrees, for the duration of the Term, to maintain liability insurance coverage in the amounts and of the types that are standard and common in the industry related to the Services. Contractor shall fully indemnify the Company and hold the Company harmless for any claims, damages, judgements, or other liability related to or arising from Contractor's actions or inactions related to or arising out of this Agreement.

7.1.3 Non-Solicit. During the Term and for a period of 12 months thereafter, Contractor shall not employ, solicit for employment or advise or recommend to any other person or business entity that such other person or business entity employ, or solicit employment of, any personnel of Company, Company's affiliates, subsidiaries or contractors; nor solicit or induce, or in any manner attempt to solicit or induce, any contractor, consultant, or employee of Company to cease its relationship with Company or to divert or interfere with the relationship between such party and Company. The foregoing restriction shall not apply to personnel with whom Contractor had a preexisting relationship as evidenced by a written agreement.

7.2 Cooperation; Further Assurances. Without further consideration, each Party agrees to take such further acts and execute such further documents as are necessary or appropriate to carry out the purpose and intent of this Agreement. Contractor agrees to be bound to the extent necessary by any agreement between Company and any third party which agreement requires contractors of Company to assent, including but not limited to confidentiality agreements. Company shall provide Contractor any such agreement reasonably in advance.

8. General Provisions.

8.1 Governing Law; Jurisdiction; Venue. This Agreement will be governed and enforced according to the laws of the State of New York, USA without regard to the principles of conflicts of laws thereof. Neither Party will file or threaten to file litigation relating in any way to this Agreement until at least 15 days after they have attempted in good faith to resolve any such dispute. Any action or any proceeding in any way relating to the subject of this Agreement, will be instituted only in a court of competent jurisdiction in New York. Contractor hereby consents to the exclusive personal jurisdiction of

such courts in any such action, and waives any objection in any such action based on improper venue, inconvenient forum or similar grounds.

8.2 Severability. If any provision or covenant, or any part thereof, of this Agreement should be held by any court to be invalid, illegal or unenforceable, either in whole or in part, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions or covenants, or any part thereof, of this Agreement, all of which shall remain in full force and effect. Further, the Parties hereby agree any provision contained herein that is found to be invalid, illegal or unenforceable, shall be enforced to the greatest extent permitted by law in the applicable jurisdiction or circumstance.

8.3 No Assignment by Contractor. This Agreement may not be assigned by Contractor, nor the Services subcontracted, without Company's prior written consent, and any such attempted assignment or subletting will be void.

8.4 Notices. All notices, requests and other communications under this Agreement must be in writing, and must be (a) mailed by nationally recognized overnight courier, by registered or certified mail, postage prepaid and return receipt requested, or (b) delivered by overnight courier to the Party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by overnight courier, any such notice will be considered to have been given when received or rejected. Each Party's mailing address for the purpose of notice hereunder shall be the mailing address set forth in the signature block below.

8.5 Legal Fees. The prevailing Party will be entitled to recover reasonable attorneys' fees and costs in any action brought to enforce or interpret this Agreement.

8.6 Remedies. A breach of any of the promises or agreements contained in this Agreement may result in irreparable and continuing damage to Company for which there may be no adequate remedy at law, and Company is therefore entitled to seek injunctive relief as well as such other available remedies.

8.7 Waiver. No waiver of any right or breach of this Agreement will be a waiver of any preceding or succeeding right or breach.

8.8 Entire Agreement. This Agreement, including the Exhibits, all of which are incorporated by reference, contains the full, final, and complete understanding of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between Company and Contractor, oral or written. No modification of or amendment to this Agreement, will be effective unless in writing and signed by the Parties.

8.9 Construction. The language of this Agreement reflects the mutual intent of the Parties and will not be strictly construed against either Party.

8.10 Counterparts. This Agreement may be executed in counterparts. Facsimile and electronic signatures shall be considered original signatures for purposes of this Agreement.

8.11 Cumulative Rights. Any specific right or remedy provided in this Agreement shall not be exclusive but shall be cumulative upon all other rights and remedies set forth in this Agreement and allowed under applicable law.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties acknowledge and agree that they have read and understand the terms of this Independent Contractor Services Agreement, and that they have executed this Agreement of their own free act, to be effective as of the Effective Date, notwithstanding the actual date of execution.

COMPANY:

Right Brother Aviation, LLC

Signed: _____

Name: _____

Title: _____

Address: Right Brother Aviation, LLC
12100 Allen Road
Chaffee, NY 14030
Email: jessica@rightbrotheraviation.com

Copy to:

Carriere & Little, LLP
Attn: Sue Carriere
8001 S. Interport Blvd., Ste 310
Englewood, Colorado 80112
Email: scarriere@carrierelittle.com

CONTRACTOR NAME/COMPANY: _____

Signed: _____

Name:

Title:

Address:

Email:

Exhibit A

Statement of Work

1. Term:

The initial term of this Agreement is twelve months commencing upon the Effective Date (**"Initial Term"**) and renewable at the end of the Initial Term upon mutual written agreement.

2. Services of Contractor:

During the term of this Agreement, Contractor shall perform the following on behalf of Company, on as "as needed" basis upon mutual agreement between Company and Contractor, in cooperation with, and pursuant to reasonable and lawful directives that may be imposed from time to time by Company:

- Provide thermography services from helicopter on power line patrols. Service includes the thermography inspection, and reporting.

Contractor shall be responsible for obtaining and retaining all necessary certificates, licenses, permits, and qualifications and for providing all equipment necessary to allow Contractor to legally provide these services.

Exhibit A to Independent Contractor Services Agreement is Agreed to and Accepted by:

Company: _____

Contractor: _____

Exhibit B

Compensation Schedule

Fees:

For Services rendered, Contractor shall bill Company as follows:

\$ _____ per hour

Contractor will not be reimbursed for any expenditures incurred related to or arising from the performance of the Services unless such expenditures are approved in writing by Company in advance. With respect to such reimbursable expenditures, if any, Contractor shall keep accurate records and shall provide the Company with an itemized invoice, as well as any supporting documentation that the Company may reasonably request. Documentary evidence shall include at a minimum the amount, date, place and essential character of any expenditure in addition to a receipt for the same. There shall be no mark up for any such items procured by Contractor or for oversight of any permitted subcontractors or personnel of Contractor.

Subject to the foregoing, and unless otherwise approved by Company, the hourly rate(s) shown above shall include all the consideration to be received by Contractor for all Services hereunder, including all overhead, profit, insurance, taxes and other costs and expenses incurred by Contractor in the performance of the Services.

Contractor shall provide invoices to Company on a bi-weekly schedule when conducting work for the Company.

Contractor shall be paid within thirty (30) days of receipt of correct and complete invoice.

Invoices shall be sent to:

Right Brother Aviation, LLC
via email to: jessica@rightbrotheraviation.com

Exhibit B to Independent Contractor Services Agreement is Agreed to and Accepted by:

Company: _____

Contractor: _____