



AIRCRAFT ASSET
MANAGEMENT

TSA - Technical Services Agreement

Between

AAM – Aircraft Asset Management and Panasonic.

This Agreement made this day of 2024-04-01 between AAM – Aircraft Asset Management (hereinafter referred to as "AAM") and Mahima Sharma .(hereinafter referred to as "Consultant".)

RECITALS

Whereas, Consultant has competence, capability and experience of value to AAM; and

Whereas, Consultant has diversified business experience in setting and driving change through the development, implementation and management of complex information and process control systems, and Consultant will monitor all manufacturers' instructions, and any company policies for which the Consultant is hired to represent. This will include a but not limited to 100% audit for correctness of all submitted paperwork (logbook, non- routine and routine cards, EO's, etc.), and oversee all maintenance performed on assigned aircraft. The consultant will act as the on-site maintenance representative and quality liaise for AAM.

Whereas, both parties wish to make provisions for Consultant to make his competence, capability, and experience available to AAM on the terms set forth hereinafter.

Therefore, the parties hereby agree as follow:

1. Term:

The term of this Agreement shall commence upon the date first mentioned above and continue up to and through completion of project. Either party may terminate such Agreement with five (5) days written notification. In the event of termination, Consultant shall have no further obligation to AAM except to provide to AAM thematerials generated in connection with this Agreement and theretofore accomplished and to return any materials and/or equipment provided by AAM Management to Consultant during the term of this Agreement. In the event of termination, AAM shall have no further obligations to Consultant except to make any payments that may have theretofore become due as defined by section 5a. All payments will remain on Net 30 terms until balance due is satisfied.

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2. Description of Services and Responsibilities:

The parties hereto agree that the services to be rendered by Consultant are set forth below. It is the intent of AAM to utilize the services of Consultant and it is the intent of Consultant to render such services. Consultant shall perform the services at a location as the parties mutually agree.

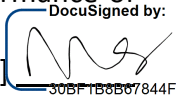
Such services and responsibilities are as follows:

AAM Responsibilities

- a) AAM will provide Consultant access to all pertinent information regarding project management.
- b) AAM will provide Consultant with appropriate workspace and supplies or reimburse Consultant for required items.
- c) AAM will reimburse Consultant for required travel on the carrier of Consultant's choice in economy seating for combined flight times of 9 hours and premium economy (business class if premium economy is not available) for combined flight times greater than 9 hours.
- d) AAM will compensate Consultant for travel days at the rate of \$ 100 USD per day.

Consultant Responsibilities

- a) Consultant will work the appropriate number of hours to (minimum 8 hours per day for complete daily rate), in good faith, in order to accomplish the services of this Agreement.
- b) Consultant will submit pertinent written reports in connection with the preparation and execution of each project phase completion.
- c) Consultant will attend or conduct such meetings as required in the performance of this Agreement.

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3. Time Off

a) Consultant will provide at least a 2 week notice for request of time off. Consultant is required to be onsite for a minimum of 30 days before time off Approval can be granted. While AAM will make every fair and reasonable effort to approve time off AAM reserves the right to approve both the requested time off and length of absence based

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on-Project time remaining, delivery commitments, budget factors, Consultant requirements, etc.

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4. Independent Consultant:

Consultant is hired as an independent contractor and not as a regular, full-time employee of AAM or its clients. No agency is created by the terms of this Agreement and Consultant. As an independent contractor, Consultant will be free to decide the means by which he will provide the required services. Consultant shall be responsible for obtaining from any such individuals or firms appropriate "work for hire" agreements and/or assignments necessary to convey all rights to the Company in the subject matter created by the individuals or firms in the course of performance of such services. All work done by Consultant and his agents, servants, and employees, and all employment and other contacts made by Consultant in the performance of this Agreement, shall be as principal and not as agent of the Company. All compensation paid to Consultant shall be solely as set forth in this Agreement and Consultant shall not be entitled to any benefits or insurance coverage from AAM.

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5. Compensation and Expense Reimbursement:

Upon the condition that Consultant shall fully and faithfully perform the services required of Consultant hereunder, AAM will pay Consultant the fee set forth below as full compensation for all of the services required of Consultant pursuant to this Agreement and for all of the rights granted to AAM in the Agreement.

- a) Compensation shall be \$ 2200 USD plus GSI rates for hotel \$ 500 and per diem \$ 500 per working day Monday to Friday. Weekend work must be approved by the customer to be chargeable.
- b) Project expected to start onsite 2024-04-01 but will be confirmed when the contract is signed
- c) The payment will be paid to Consultant within 30 business days of company receipt of an approved AAM invoice.
- d) AAM agrees to pay services-related expenses for duties performed on behalf of AAM. AAM shall have liability for any reasonable and necessary expenses or costs

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- incurred by Consultant. Expenses will be paid for hotel, rental car fees and fuel as well as airfare expenses between work locations and Consultant residence. Parties acknowledge that travel may also be required in the performance of this Agreement, which shall either be paid for directly by AAM or if by Consultant on a reimbursable basis. Use of Consultants Personal Vehicle is allowed, on pre-approved basis, and if use of such vehicle does not delay the start date of the assigned project. Mileage will be reimbursable only for the amount equal to the average airfare for travel between work locations and Consultant residence and daily mileage usage between hotel & work location.
- e) On occasion it may be required to reimburse for meals only in place of Daily per diem, in such cases AAM will notify the consultant prior to the start of such project (all meals will be reimbursed at cost-with receipts provided).
 - f) All payments made by AAM will be in USD. Receipts will be required for all Expenses for which reimbursement is claimed. The Foreign Exchange rates are required to be calculated from www.xe.com.

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6. Handling of Confidential Information:

Consultant agrees that he shall hold in confidence all Confidential Information provided by AAM or its clients and shall not disclose to any person, either by publication or otherwise, such Confidential Information " shall be defined as any proprietary and confidential information of AAM or its clients, which Consultant may receive during the term of the Agreement.

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7. Miscellaneous:

- a) Governing Law. This agreement shall be governed by and construed in accordance with the laws of the state of California.
- b) Sole Agreement. This Agreement shall supersede all prior agreements and understandings between the parties respecting the subject matter hereof and shall constitute the sole agreement between the parties respecting this subject matter. It can be amended only by written agreement.
- c) In carrying out the responsibilities under this Agreement, Consultant shall not pay, offer or promise to pay, or authorize the payment direct or indirectly of any monies or anything of value to (i) any person or firm employed by or acting for or on behalf of any customer, whether private or governmental, or (ii) any government official or employee

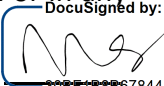
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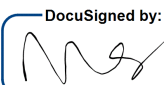
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or any political party or candidate for political office. for the purpose of Inducing or rewarding any favorable action by the customer in any commercial transaction or in any governmental matter;

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8. Subcontracting


NO subcontracting is agreed upon unless pre-approval is granted in writing by AAM, upon approval all Sub contractors must also agree to all conditions of this agreement between Consultant and AAM as well. All such subcontractors' agreements between Consultant and subcontractor must be provided to AAM for assurance of compliance.

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9. Special Considerations & Circumstances

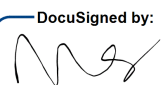
There may be Special Considerations and/or Circumstances relating to a project that may or assignment with any one of the following, or combination of the following terms.

- a) Economy class air Travel, for combined travel times greater than 8 hours. Will be as agreed upon between Consultant and AAM and a Side Annex will be drafted to list the specific agreed terms.
- b) Reduced or increased Daily Rate Will be as agreed upon between Consultant and AAM and a Side Annex will be drafted to list the specific agreed terms.
- c) Per diem, at a reduced rate or fixed Per diem for a project. Will be as agreed upon between Consultant and AAM and a Side Annex will be drafted to list the specific agreed terms.

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10. Phone Calls

- a) Personal Phone calls will not be reimbursed.
- b) It is up to the consultant to ensure he/she has adequate methods in which to be contacted by for each assignment and from time to time the consultant maybe asked to make or receive calls from his/her personal phone, those calls should be identified by Service provider invoice or SIM card purchase receipt (if overseas) for reimbursement.
- c) WhatsApp must be used to make any international calls with customers

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11. Air Travel

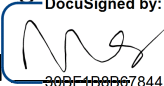
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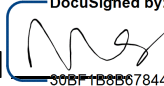
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- a) While AAM recognizes the advantage to using preferred Airlines and their reward programs the consultant is required to seek the best rate for airline travel. This may include but not limited to using discount sites such as Expedia, Kayak, Orbitz, and Priceline, using a foreign airline or multiple airlines on the same itinerary. In addition, any international ticket will require prior approval by AAM before purchasing.

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12. Liability

AAM does not provide Insurance for the Consultant. If the Consultant is injured, or if the Consultant's property is damaged, while the Consultant is providing services under this agreement to AAM or a Customer of AAM, neither AAM nor its Customer shall be responsible or liable for Consultant's injuries, medical treatment, or personal property damages. Consultant agrees not to sue, and hereby waives his or her right to sue AAM or any Customer of AAM for personal injuries or property damages sustained while providing services under this Agreement to AAM or its customers, even if such injuries or damage is caused by negligence of AAM or its Customer.

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13. Conflict of Interest

At any time during this agreement the Consultant for any reason, may not Solicit, or assist in the soliciting of, or cause or authorize any person, directly or indirectly, to Solicit any business from any Client of the Company or Persuade any client to cease or reduce its or his/her business with the Company. The Consultant at Any time during this agreement and up to 90 Days after the termination of this agreement (for any reasons) may not provide any services to or accept any business from any client of AAM.

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14. VISA and Passport Requirements

It is the Responsibility of the Consultant prior to travel to acquire the proper Business /Travel Visa required for Entry into a Foreign country, the consultant must be aware of all requirements associated with entry and stay in the Foreign country in which they will be working in. AAM cannot be held liable for any cost, fines or delays associated with the consultant not meeting the requirements of the Foreign country in which the work was/is performed. It is also the Responsibility of the Consultant to request from AAM

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and its client any required Invitation Letters or such prior to travel as to not impact the schedule or start date of the project. Furthermore, it is the Responsibility of the Consultant to advise AAM and its client with sufficient time to make adjustments if need to the project based on length of stay requirements or expiration of Visas or Passports that may impact the schedule.

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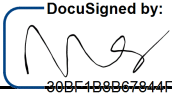
In Witness Whereof, the parties hereto have executed this Agreement as of the day and year first above written.

Consultant: Mahima Sharma

AAM – Aircraft Asset Management

Print Name: Mahima Sharma

Print Name: Gordon Jarrat

Signature:  30BF1B8B67844FC...

Signature: 

Title: _____

Title: _____

Date: 4/1/2024

Date: 2024-04-01

[NO FURTHER ENTRIES]

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Know Your Customer Compliance

As a Consultant to the Company we require the following information as part of the Company's due diligence requirements and processing.

PLEASE ALSO FILL IN THE INFORMATION BELOW.

Compliance Questionnaire for Individuals

1. Individual's Full Legal Name:

Fhj

2. Aliases (If the individual goes by any other name):

Hhj

3. Individual's Date of Birth:

Ghh

4. Individual's Residential Address:

Bbnnnn

5. Individual's Country of Citizenship:

Bnnnn

6. Is the Individual (or its immediate family) a current or former Government Official or currently holds any office or position in any political party:

vbnkksa

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¹ A Government Official is an employee, officer or representative of a government or otherwise holds any elected, appointed or honorary office with, or performs any official duties (whether paid or unpaid) for, any government, government agency or instrumentality of any government, any government-owned or government-controlled entity, or any public international organization.

If Yes, please advise whether a current or former Government Official and provide additional information related to such person's relationship with the Government with which such person is/was affiliated.

7. Has the Individual or any Company present or former for which the Individual was an owner, partner, director, CEO, President or CFO (if any) been:

- (a) the subject of export controls or economic sanctions administered by the U.S., EU or UN;
- (b) suspended from doing business in any capacity, including but not limited to activities related to violation of the U.S., EU, and UN export controls and economic sanctions;
- (c) charged with any criminal act; or
- (d) the subject of any allegation or investigation of potential trade sanctions or export control violations, fraud, misrepresentation, bribery or similar circumstances.

Yes No

If yes, please explain below and add a separate sheet as needed:

If No, please note 'Not applicable' in below:

ghbb

8. Has the Individual or any Company present or former for which the Individual was an owner, partner, director, CEO, President or (if any), operated any commercial aircraft² in violation of export controls or economic sanctions administered by the U.S., EU or UN?

Yes No

If yes, please explain below and add a separate sheet as needed:

If No, please note 'Not applicable' in below:

Bjjjkkk

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9. Has the Individual or any Company present or former for which the Individual was an owner, partner, director, CEO, President or CFO (if any), sold, leased, subleased, wet leased or otherwise transferred any commercial aircraft to, or for the benefit of, any sanctioned person or entity, or any entity owned or controlled by any sanctioned person or entity, or for use in any country or

Is region subject to comprehensive sanctions imposed by the U.S., EU or UN, such as Crimea, Cuba, Iran, North Korea, North Sudan or Syria?

Yes No

If yes, please explain below and add a separate sheet as needed:

If No, please note 'Not applicable' in below:

Bnm

² The term "aircraft" in this Customer Compliance Questionnaire extends to aircraft engines, as applicable.

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