

Agreement for Unmanned Aircraft System Services

This Unmanned Aircraft System Services Agreement ("Agreement") is made effective as of 07/28/2022 (the "Effective Date") by and between Daniel Carlisle ("Pilot" or "Operator"), and FlyGuys, Inc. ("FlyGuys" or "Purchaser") a Delaware corporation having its principal place of business at 120 Clinton St, Lafayette, Louisiana 70501. Pilot and FlyGuys may be referred to herein each as a "Party" or, collectively, as the "Parties".

Whereas, FlyGuys is engaged in the business of providing missions to its network of pilots through marketing and advertising efforts directed at its customers;

Whereas, Pilot is licensed in the business of providing Unmanned Aircraft System ("UAS") services in compliance with all applicable laws and regulations, including those mandated by the Federal Aviation Administration ("FAA");

Whereas, FlyGuys will have the need of various services flown by an UAS at times and places of its choosing,

Whereas, Pilot desires to contract with FlyGuys to provide a variety of lawful UAS and UAS-related services (the "Services") as more specifically described in Schedule A attached to this Agreement, including the aircraft, personnel and other equipment necessary to safely provide the Services subject to and in accordance with such terms and conditions as set forth herein.

Therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

1. NATURE AND TERM OF AGREEMENT.

a. Work. FlyGuys wishes to hire the Pilot to provide the Services as described in Schedule A employing an unmanned aircraft system or UAS. This Agreement assumes, unless specifically covered in the Order (as defined below), Pilot will provide, as applicable at a time and place designated by FlyGuys: (i) an unmanned aircraft; (ii) flight crew; (iii) appropriate sensor or camera capable of collecting the requested data from the Services; (iv) all equipment or other personnel such as visual observers necessary to safely provide the Services in accordance with all applicable Federal, state, and local laws; (v) all data obtained from the Services, including but not limited to images and other electronic data.

b. Manner. Pilot understands and agrees that Pilot shall complete the Services in a professional manner, shall endeavor to arrive early and complete the Services in a timely manner, shall immediately and fully communicate any delays or necessary modifications associated with the Services, and shall act in good faith and be respectful at all times to all parties involved with the Services whether such parties are independent third parties, FlyGuys' customers, or are otherwise officers, employees or agents of FlyGuys.

c. Equipment Rental. Pilot understand and agrees that pilot is responsible for obtaining the appropriate equipment required by the scope of work. In the event the Pilot does not have access to the required equipment and FlyGuys provides the equipment to the Pilot, Pilot agrees to pay a pre-determined rental fee for utilizing the equipment provided by FlyGuys. Pilot will be notified of the rental fee before accepting the engagement. Pilot will sign a separate Equipment Rental agreement prior to renting the equipment provided by FlyGuys. The equipment rental fee will be deducted from the agreed upon Pilot flight compensation and the net balance of the Pilot flight compensation will be disbursed to the Pilot.

d. Order. The Parties contemplate that they will work together to complete a purchase, service, or work order (each an "Order") authorizing particular work to be undertaken. The Order will set forth the description of the work to be performed, including the details of the structure or area associated with the Services and its location along with any special instructions, and will indicate the relevant information, data, and materials that FlyGuys wishes to obtain. Each Order and the work to be performed thereunder

shall be governed by the terms and conditions of this Agreement and all such Orders shall be for informational purposes only, to describe the particular work, and shall not modify or change any provision of this Agreement, including Schedules.

e. Order Review. As purchaser of the Services, FlyGuys is relying solely on the specialized knowledge and expertise of Pilot. It is incumbent upon Pilot to immediately review any work requested in an Order and determine if the missions can be flown safely and in accordance with all applicable Federal, state, and local laws. If the missions cannot be so performed, Pilot must notify FlyGuys within 24 hours of receipt to inform them of any such concerns. If any particular mission cannot be flown safely and in accordance with the law, then it shall not be flown.

f. Guarantee. If Pilot accepts or otherwise agrees to undertake the Services which will be outlined in an Order, Pilot guarantees that all relevant information, data, and materials shall be delivered to FlyGuys in accordance with this Agreement, including Schedules, and in accordance to FlyGuys' specifications. If Pilot fails to perform its obligations, FlyGuys shall immediately provide notice to Pilot that Pilot has not met its obligations and Pilot shall either take immediate corrective action to satisfy its obligations at its own cost or FlyGuys shall pay an unrelated operator approved by FlyGuys to meet its obligations.

2. INVOICES AND PAYMENT.

a. Payment. The amount to be paid by FlyGuys to Pilot for completion of the Services is specified in the "Cost of Services" section of Schedule A. Upon completion of the Services, Pilot shall provide all relevant information, data, and materials to FlyGuys. Once FlyGuys has verified and determined in its sole discretion that all relevant information, data, and materials have been successfully secured, transferred, and meet FlyGuys' specifications, then FlyGuys shall make payment to the Pilot pursuant to the "Cost of Services" section of Schedule A as mutually agreed-to by the Parties.

FlyGuys shall endeavor to make payment to Pilot within fourteen (14) days after FlyGuys' subsequent determination that all relevant information, data, and materials have been successfully secured, transferred, and meets FlyGuys' specifications and after the client has accepted and approved the data. All payments shall be in United States Dollars (USD).

Payment to Pilot will be by either direct deposit (ACH) to Pilot's account at a U.S. bank or U.S. financial account, or by paper check made payable to "Pilot" and sent via regular mail delivered by the U.S. Postal Service. Pilot shall provide all relevant payment instructions upon the signing of this Agreement and shall also supply FlyGuys with a completed IRS Form W-9 before any payments are made by FlyGuys.

b. Delay or Cancellation of Services. If the Pilot determines that the work required by an Order cannot be completed within the agreed-upon time, it is the duty of the Pilot to notify FlyGuys as soon as practicable of the delay. The Pilot agrees that FlyGuys will not be obligated to pay Pilot for any work performed after the agreed-upon time has expired. In the event FlyGuys cancels an Order before the work is completed, then FlyGuys is only obligated to pay for the work performed up to the time the Order is cancelled.

3. DELIVERY OF DATA AND DATA RIGHTS: Pilot agrees to provide FlyGuys with all relevant information, data, and materials obtained from the performance of the Services immediately following data capture but no more than twelve (12) hours after data capture unless the Parties have mutually agreed-to a modification in writing. Pilot warrants that it transfers all rights to any relevant information, data, and materials obtained to FlyGuys, including any copyright, when the relevant information, data, and materials is delivered. In addition, Pilot agrees that it will not retain any copies of the relevant information, data, and materials and will not resell or provide any of it to any other person or entity without the express written permission of FlyGuys.

4. TERM AND TERMINATION.

a. Term. This Agreement shall commence on the Effective Date and shall remain in effect until terminated pursuant to this section.

b. Termination for Cause. This Agreement may be terminated by notice in writing by FlyGuys to Pilot if Pilot commits any material breach of the terms of this Agreement and does not take steps to cure within ten (10) days of written notice of such breach; or immediately if any of the following occur: (a) the Pilot seeks relief, or its creditors bring action against it, under any bankruptcy or insolvency law; (b) the Pilot makes an assignment for the benefit of creditors or other arrangement or composition under a law which prevents enforcement or collection of debts in full; (c) the Pilot becomes insolvent or is otherwise unable to pay its debts as they come due in the ordinary course of business; (d) the Pilot ceases or suspends operation of or sells a substantial portion of its business or any portion of its business relating to the performance of the Services; or (e) a trustee, liquidator or receiver is appointed over some or all of the assets of the Pilot used in the performance of this Agreement.

c. Termination without cause. This Agreement may be terminated by either Party giving *thirty (30) days'* advance notice, in writing, of its intent to terminate to the other Party.

d. Survival. Despite completion of the Services or termination of this Agreement for any reason, all provisions in this Agreement containing representations, warranties, releases, defense obligations and indemnities, and all provisions relating to insurance, disclaimer of certain remedies, limitations of liability, dispute resolution and governing law, and all causes of action which arose prior to completion or termination, survive indefinitely until, by their respective terms, they are no longer operative or are otherwise limited by an applicable statute of limitations.

5. INDEPENDENT RELATIONSHIP. This Agreement does not create, and Pilot and FlyGuys stipulate and agree that the said Agreement shall not be construed to create, any agency relationship, partnership, employer/employee relationship or master/servant relationship by or between any of the agents and/or employees of FlyGuys and the agents and/or employees of Pilot. To the contrary, Pilot in the course and scope of activities in furnishing the Services under this Agreement is contemplated to be and stipulated to be independent of FlyGuys for any and all purposes. Each Party has the respective full power and authority to select the means, methods, and manner for performance under this Agreement. Neither Party shall have any power or authority to bind the other.

6. TAXES AND FRINGE BENEFITS.

a. Taxes. FlyGuys will not:

- withhold FICA (Social Security and Medicare taxes) from Pilot's payments or make FICA payments on Pilot's behalf
- make state or federal unemployment compensation contributions on Pilot's behalf, or
- withhold state or federal income tax from Pilot's payments.

Pilot will pay all taxes incurred while performing the Services under this Agreement—including all applicable income taxes and, if Pilot is not a corporation, self-employment (Social Security and Medicare) taxes. Upon demand, Pilot will provide FlyGuys with proof that such payments have been made.

b. Fringe Benefits. Pilot understands that neither Pilot nor Pilot's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of FlyGuys. If Pilot is subsequently classified by the IRS as a common law employee, Pilot expressly waives his or her rights to any benefits to which he or she was, or might have become, entitled.

7. CONFIDENTIALITY, NON-DISCLOSURE, & NON-COMPETE/NON-CIRCUMVENTION.

a. Confidentiality. Pilot recognizes that FlyGuys will disclose certain proprietary or confidential information of a broad nature. Pilot agrees to hold all such information in confidence by itself, and by its employees or agents, if any.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by FlyGuys for Pilot to use
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of FlyGuys about which Pilot gained knowledge as a result of Pilot's services to FlyGuys
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, and
- any information that FlyGuys makes reasonable efforts to maintain the secrecy of.

b. Unauthorized Disclosure of Confidential or other Information. If it appears that Pilot has disclosed, or threatened disclosure, of Information in violation of this Agreement, FlyGuys shall be entitled to an injunction to restrain Pilot or any of its employees or agents, if any, from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. FlyGuys shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

c. Non-Compete/Non-Circumvention. While Pilot is working for, collaborating with, associating with, representing, or doing business with FlyGuys and its owners, and for three (3) years afterward, Pilot will not:

- (a) solicit or attempt to solicit any business or trade from FlyGuys actual or prospective customers or clients
- (b) employ or attempt to employ any employee or independent contractor of FlyGuys
- (c) divert or attempt to divert business away from FlyGuys, or
- (d) encourage any independent contractor or consultant to end a relationship with FlyGuys.

d. Destroy or Return of Confidential Information Upon Request. Immediately on written request of FlyGuys, Pilot shall destroy or return to FlyGuys, at FlyGuys option, any and all records, notes and other written, printed or tangible materials containing or extrapolated from Confidential Information

e. Confidentiality after Termination. The confidentiality and non-disclosure provisions of this Agreement shall remain in full force and effect after the termination of this Agreement for a period of three (3) years.

8. INTELLECTUAL PROPERTY OWNERSHIP. Pilot assigns to FlyGuys all patent, copyright, trademark, and trade secret rights in anything created or developed by Pilot for FlyGuys under this Agreement. Pilot will help prepare any papers that FlyGuys considers necessary to secure any patents, copyrights, trademarks, or other proprietary rights at no charge to FlyGuys. However, FlyGuys will reimburse Pilot for reasonable out-of-pocket expenses incurred.

Pilot must obtain written assurances from FlyGuys' employees and contract personnel that they agree with this assignment. Pilot agrees not to use any of the intellectual property mentioned above for the benefit of any other party without FlyGuys' prior written permission.

9. PILOT REPRESENTATIONS AND WARRANTIES.

a. Authorization. Pilot has full corporate or company power and authority to enter into and perform this Agreement, and has taken all actions necessary to authorize its performance under this Agreement.

b. Airworthiness. The Pilot is responsible for the airworthiness of its aircraft and warrants, that at a minimum, all aircraft are maintained and operated in accordance with:

- i. All applicable manuals inclusive but not limited to the manufacturers and Pilot's maintenance manuals;
- ii. Mandatory Advisory Circulars or other Airworthiness Directives issued by the FAA; and

- iii. The manufacturer's airworthiness limitations;
- iv. Manufacturer or FAA mandated inspection schedules, overhaul schedules, and calendar retirement dates; and
- v. Service Bulletins.

c. **Crew Qualifications.** The Pilot warrants that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses and certificates required by applicable regulations and that all have the necessary skill required to perform their duties.

d. **Operational Procedures and Operations Manual:** Pilot warrants that its Service are provided pursuant to an Operations Manual which generally comports to current industry standards and best practices, that it addresses at a minimum all items listed in Schedule B, that it is sufficient to perform the Services safely, and complies with all applicable Federal, state, and local laws.

e. **Professionalism and Good Faith:** Pilot will adhere to strict professional standards at all times, act in good faith at all times, and will commit to executing all missions / completing all Services in a qualitative and timely manner.

f. **Guarantee.** See also Sec. 1e. Pilot agrees to perform the Services, including the delivery of media in accordance with specifications requested by FlyGuys. If FlyGuys is not satisfied with the Pilot's Services, including media which may not meet the specifications as subsequently determined solely by FlyGuys, Pilot shall re-shoot the media to meet the specifications at Pilot's sole cost or otherwise shall pay an unrelated operator approved by FlyGuys to meet Pilot's performance obligations.

g. **Equipment Inventory.** Pilot shall use its best efforts to update the equipment inventory records within the FlyGuys platform in a complete, accurate, and timely manner. Pilot shall give notice to FlyGuys if such records cannot be updated for whatever reason. Pilot also understands that the Pilot is responsible for any equipment used for the scope of work, including equipment rented for FlyGuys. FlyGuys is not liable for any damage to the equipment used for the scope of work.

h. **High-Speed Internet.** Pilot understands and agrees that the data being captured must be uploaded and sent via the internet to FlyGuys. Pilot understands that the amount of data being transmitted is likely significant and requires access to fast internet speeds. Pilot warrants that Pilot has readily available access to internet upload speeds of at least 25 megabytes per second.

10. FLYGUYS REPRESENTATIONS AND WARRANTIES.

a. **Authorization.** FlyGuys has full corporate power and authority to enter into and perform this Agreement and has taken all actions necessary to authorize its execution and performance of Services under this Agreement.

11. INDEMNITIES; LIMITATION OF LIABILITY.

a. **Defense and Indemnity.** Pilot shall indemnify, defend, and hold harmless FlyGuys, its affiliates, and their respective directors, officers, employees, operators and agents, from and against any and all claims, demands, complaints or actions ("claims") of third parties (including employees of the parties or government agencies) arising from or relating to the Services (including but not limited to claims for personal injury, death, property damage or damage to the environment), to the extent caused or arising out of unlawful or willful misconduct, gross negligence, negligence, breach of this Agreement, violation of any law or policy of or by the Pilot, or any conduct whatsoever by the Pilot. The claims covered hereunder include all settlements, losses, liabilities, judgments, court costs, reasonable attorney's fees, fines, penalties and other litigation costs and expenses arising from or related to such claims.

b. **Limitation of Liability; Waiver of Consequential Damages.** In no event shall either party have any liability for any lost profits, loss of use, costs of procurement of substitute equipment or services, or

delays, or for any indirect, special, incidental, exemplary, consequential or punitive damages or penalties, whether in contract, tort, or under any other theory or combined theories of liability, unless caused by unlawful conduct, willful misconduct, or gross negligence.

12. INSURANCE. Pilot shall maintain insurance in the amounts specified below and shall have FlyGuys named as an additional insured on these policies for any occurrence arising out of the Agreement or any Services provided by Pilot, in the form of a Certificate of Insurance issued to FlyGuys from the underwriting insurance company, with respect to the following coverages:

Aviation Insurance Policy – UAS (Combined liability and property damage): minimum of \$1 million per occurrence; \$1 million aggregate).

Automotive (100/300/50 coverage: \$100,000 bodily injury liability insurance per person, \$300,000 total bodily injury liability insurance per accident, and \$50,000 property damage liability per accident on all Owner, Non-Owned and Hired Vehicles).

13. COMPLIANCE WITH APPLICABLE LAW. All the provisions of this Agreement shall be expressly subject to all of the applicable laws, orders, rules, and regulations of any governmental body or agency having jurisdiction over the Services, and all Services and conduct contemplated hereunder shall be conducted in conformity therewith. Pilot shall also obtain all applicable approvals, licenses, and certifications of any government agency whose authorization or approval is required for the Services.

14. AIRCRAFT OPERATION.

a. No guidelines or requirements specified in this Agreement are to be construed as authority to operate aircraft or conduct operations in other than strict compliance with the laws and regulations of the country in which an aircraft is registered or operated.

b. The Pilot holds a valid Exemption, Operating Certificate, or other necessary authorizations issued by the Federal Aviation Administration ("FAA") or other regulatory body, required to conduct specific operations. When providing the Service to FlyGuys, the Pilot will operate in accordance with all applicable rules and regulations, including but not limited to the Federal Aviation Regulations, the Exemption, FAA Modernization and Reform Act of 2012 ("FMRA"), and the Small Unmanned Aircraft Rules of Part 107 (14 CFR Part 107).

c. If a waiver is required to fly in restricted airspace, Pilot is responsible for obtaining said waiver and will not fly the mission without having already obtained all appropriate waivers.

d. The Pilot will notify FlyGuys in the event that the FAA or other regulatory body with jurisdiction over it takes any action against the Pilot's Exemption, Operating Certificate, or other authority to offer these Services.

e. The Pilot shall comply with all reporting obligations under the law. It is the sole obligation of the Pilot to report any accidents, incidents, or other reportable mishaps to the appropriate governmental agency, including but not limited to the FAA and National Transportation Safety Board ("NTSB"). Upon request, Pilot must fill out and submit incident report to FlyGuys.

f. Any reports made under section 12(d) arising out of any Services provided to FlyGuys must also be provided to FlyGuys as soon as practicable.

15. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the mail, postage prepaid, to the addresses indicated on the signature page.

16. DRUG AND ALCOHOL POLICY. Unless further restricted by local regulatory authorities, Pilot agrees and warrants that no person will act as a crewmember (Pilot In Command, Visual Observer, Payload

Operator, Sensor Operator, or other person necessary for the safe operation of the aircraft) or perform maintenance on an aircraft when:

- a. Affected by or under the influence of alcohol, but in no case within 8 hours after the consumption of any alcoholic beverage.
- b. While using any drug that adversely affects the person's ability to perform required duties.

17. DISPUTES AND APPLICABLE LAW.

a. With regard to any dispute between the Parties, the responsible business persons representing each Party will negotiate in good faith to attempt to resolve such dispute.

b. Except as otherwise stated herein, on the written notice of either Party requesting application of this Section, all claims and disputes arising out of or relating to this Agreement shall be resolved according to the following procedure:

- 1) Mediation. First, all such disputes shall be mediated by a mediator to be selected by mutual agreement of the Parties. In the event the Parties cannot agree on a mediator within fifteen (15) days of the receipt by either of written notice of the other requesting application of this Section, then each Party shall designate a party within fifteen (15) days thereof by written notice to the other. Within fifteen (15) days thereof, the two Parties selected then shall mutually designate a mediator for mediation of the dispute. The mediation shall continue from time to time until the dispute is resolved or the mediator has made a determination in writing that the dispute cannot be resolved through mediation and arbitration is recommended, provided that mediation may be terminated by either Party upon fifteen (15) days' notice given at any time on or after the sixty-first (61st) day after notice requesting application of this Section. The mediator shall recommend one or more arbitrators to the parties.
- 2) Arbitration. Second, upon (i) a written determination by the mediator that arbitration is recommended, and (ii) written request within ten (10) days thereafter by either Party, the dispute shall be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), before an arbitrator to be selected by the Parties. If the Parties cannot agree on an arbitrator within ten (10) days of one party's notice to the other party invoking the right to arbitrate, then the AAA shall appoint an arbitrator who has significant experience in arbitrating matters similar to the subject matter disputed under this Agreement. The arbitration shall commence not less than ten (10) nor more than thirty (30) days after the arbitrator has been designated. The arbitration shall be concluded as soon as reasonably possible, and the arbitrator shall make a written determination of the dispute within fifteen (15) days of the completion of the arbitration hearing. The prevailing party in any such arbitration shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with such arbitration, unless the arbitrator, for good cause, determines otherwise. Costs and fees of the arbitrator shall be borne by the non-prevailing party, unless the arbitrator determines otherwise. The arbitrator's adjudication shall be final and fully binding upon the parties and enforceable in any court having jurisdiction thereof.
- 3) Exception. Notwithstanding the foregoing provisions, disputes concerning proprietary rights in Intellectual Property or Licensed Technology, including, but not limited to, patent, trade secret, copyright, and trademark rights of Licensor or Licensee, shall not be subject to arbitration, and to the extent provided by law, either Party shall have the right by injunction or otherwise to enforce its rights in the Intellectual Property or Licensed Technology, the Product, or any other proprietary information to prohibit the other Party or any other person or entity from using any part of the Intellectual Property or Licensed Technology, the Product, or any other proprietary information in violation of this Agreement.

c. Exclusive jurisdiction for any disputes under this Agreement shall be a court of competent jurisdiction sitting in Delaware, and the Parties consent to personal jurisdiction for such purposes. This Agreement, including any Schedules, shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware, exclusive of the choice of law or conflict-of-laws provisions thereof.

d. In the event FlyGuys brings an action which is not a mediation or arbitration proceeding in connection with this Agreement and FlyGuys is the prevailing party, FlyGuys shall be entitled to recover its costs and actual attorneys' fees.

18. MISCELLANEOUS.

a. No Assignment: Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other Party.

b. Waivers: Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof. Waiver by either Party of any default of the other will not operate to excuse the defaulting party from further compliance with this Agreement, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

c. Modification or Amendment: This Agreement may be modified or amended if the amendment is made in writing and is signed by both Parties.

d. Invalid or Unenforceable Provisions: If any term, provision, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, and such invalid or unenforceable term, provision, or covenant shall be deemed modified to the minimum extent necessary to make it consistent with applicable law.

e. Execution: This Agreement may be executed in any number of counterparts, each of which will be deemed an original of this Agreement, and which together will constitute one and the same instrument.

f. Entire Agreement: This Agreement, including attached Schedules, represents the complete and exclusive agreement between the Parties regarding the subject matter of this Agreement, and supersedes all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Effective Date.

[Signature page to follow.]

FLYGUYS

BY: _____

PRINTED NAME & TITLE: _____

DATE: _____

PILOT:

BY:  _____

PRINTED NAME & TITLE: Daniel B Carlisle - Pilot _____

DATE: _____