

GENERAL SERVICE AGREEMENT

CLIENT SERVICES FOR JETMAN PAY VIRTUAL CARD AND OTHER PAYMENT METHODS

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 24th day of SEPTEMBER 2018 "EFFECTIVE DATE"

BETWEEN:

(the "Client")

- AND -

BCDA AERONAUTICAL SOLUTIONS of 14200 NW 42ND AVE SUITE 188, OPA
LOCKA FL 33054
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such 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 Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - An App developed by the contractor for payments of aviation related services and fees worldwide. The App will be available for download from Play store for Android and App Store for IOS at no cost.
 - A client username and password, which will be created by the client in the registration process thru the **JETMAN PAY** app or thru the website app.jetmanpay.com.
 - A six (6) digit pin number, created by the client during the register process that will serve as a second authentication method required before the completion of each transaction. The client may reset or modify this unique number thru the website at any time.
 - The ability to bind credit cards (**VISA, MASTERCARD and AMERICAN EXPRESS**) to the **E-WALLET** service in the app **JETMAN PAY** for purchases of aviation related services, fees and goods at airports or handling facilities the contractor or his affiliates may have agreements with worldwide.
 - A **JETMAN PAY VIRTUAL CARD** number in **USD** and **BsS** (the client may check the available balance and transactions thru the client app or website). Also, with this method of payment the client will be able to pay for their aviation related fees at airports or handling facilities the contractor or his affiliates may have agreements with worldwide.
 - A web site administrator: app.jetmanpay.com in which the client with the username and password for his app, can pay third party invoices directed to the client in facilities the contractor or his affiliates may have agreements with worldwide, generate and manage reports and payments for a complete control of expenses as well as determine the number of reviewers necessary for the approval of each transaction.
2. The Services will also include any other tasks, which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you.
5. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.
6. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
7. This Agreement may be terminated at any time by mutual agreement of the Parties.
8. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

Performance

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

Currency

10. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars) and BsS (Venezuelan Bolivares Soberanos) when applicable.

Compensation

11. The Contractor will charge the Client for management fees as follows (the "Compensation"):

- The client will pay an additional between **0%** and **2%** when using the preferred method of payment: **JETMAN PAY VIRTUAL CARD**. The corresponding fee will be specified in the app and web administrator site with the corresponding bill indicating the subtotal and applicable fees before the completion of each transaction.
- The client will pay an additional no more than **6.5%** when using any other method of payment other than the **JETMAN PAY VIRTUAL CARD**.
- The client has the option to transfer funds in BsS (Venezuelan Bolivares Soberanos) to his **JETMAN PAY VIRTUAL CARD** managed by the contractor's representative in Venezuela (Barracuda Soluciones Aeronauticas C.A) to the following account:

Banco Fondo Comun

Barracuda Soluciones Aeronauticas C.A

Email: info@thejetmanager.com

Checking account number: 0151 0100 811000442544

Rif: J-404884912

- The client has the option to transfer funds in USD to his **JETMAN PAY VIRTUAL CARD** managed by the contractor to the following account:

Bank of America

BCDA Aeronautical Solutions LLC

Account number: 898094732868

ABA: 063100277

WIRE: 026009593

The client will specify the request of funds thru the website on the section virtual card > select the correct card > symbol (\$) on the right-hand corner > amount > upload voucher of transfer > send. Once the funds are received by the contractor, the **100%** of the transferred amount will be available in the virtual card balance in a period of 1-3 business days for purchases of goods and services. **On the transfer bank sheet attached in the voucher upload link, the client must reference the transfer of funds to the contractor as an administrator of funds for aviation related services worldwide and must not be directed to any specific third-party facility or airport.**

12. The contractor will keep the compensation at the moment of each transaction.

13. The client, contractor and airport or aviation facility will receive an email with a corresponding receipt for each transaction (set in the client registration process thru the app). On this receipt, a reference number for the original airport invoice (or other third-party aviation facility the contractor or affiliates may have agreements with worldwide), the final paid amount, method of payment used, client name, applicable fees, currency and date will be specified.
14. If for some reason the client wants the remaining funds (USD) on his virtual card to be reimbursed, the client agrees to pay a **45 USD** fee that will be discounted from the available balance on client USD virtual card and must send an email to: invoices@bcdaero.com, with details of the company bank information. The return time will be 5 to 10 business days after the reception of the return notice. If the client has a remaining balance on his JETMAN PAY VIRTUAL CARD less than **45 USD**, the client will not be able to request a reimbursement.
15. If for some reason the client wants the remaining funds (BsS) on his virtual card to be reimbursed, the client will pay no fee and must send an email to: invoices@bcdaero.com, with details of the company bank information. The return time will be 5 to 10 business days after the reception of the return notice.
16. The funds transferred to the contractor are to be applied only to purchase aviation related services or fees on the client's behalf thru the app **JETMAN PAY** and are prohibited for any other use.
17. The contractor will act only as an administrator of the funds transferred to a specific virtual card on the client's behalf.
18. In the event that the Client prior to completion of the Services terminates this Agreement but where the Services have been partially performed, the Contractor 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 Contractor.

Confidentiality

19. 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.

20. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
21. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information as provided in the policies specified and accepted by the client in the registration process. These will be available on the web site www.bcdaero.com.

Ownership of Intellectual Property

22. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
23. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor as provided in the policies specified and accepted by the client in the registration process. These will be available on the web site www.bcdaero.com.

Return of Property

24. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client as provided in the policies specified and accepted by the client in the registration process. These will be available on the web site www.bcdaero.com.

Capacity/Independent Contractor

25. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor 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 Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

26. 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:

- **CLIENT ADDRESS AND EMAIL (specified thru the registration process) or any other specified in written to:**
invoices@bcdaero.com.
- Invoices@bcdaero.com - BCDA AERONAUTICAL SOLUTIONS LLC at 14200 NW 42ND AVE SUITE 188, OPA LOCKA FL 33054.
- 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.

Representations and Indemnification

27. Contractor hereby represents and warrants

- that it has all right and title to the intellectual property utilized in the application that will be used to provide the Services.
- that it has the authority from Aviation Third parties, Airports and handling facilities posted on the app JETMAN PAY or website as authorized stations to collect funds from Client on his behalf as payment for services from Client.

28. That it will safeguard all funds deposited with Contractor to the fullest extent possible and shall ensure that payments made to Contractor are received by the different Aviation Third parties, Airports and handling facilities posted on the app JETMAN PAY or website as authorized stations, according to the terms accepted between the Contractor or his affiliates and aviation third parties, Airports and handling facilities.

29. 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.

Additional Clauses

30. BCDA Aeronautical Solutions LLC will not be responsible in any way for the Client aircraft operations, Passengers, Cargo or other related responsibilities due at the client aircraft, facilities, customers and other contractor's activities.

31. BCDA Aeronautical Solutions LLC will be responsible for notifying the client via email, website, news tabs and dashboard inside the app JETMAN PAY for any

new additions in available airports and aviation facilities as well as affiliates and representatives in different countries so that the client can be aware of the authorized JETMAN PAY handling partners. Only the posted authorized institutions in the contractor's website or Mobil apps will generate a corresponding bill in the contractor's platform, it is the client's obligation to confirm the amounts and the aviation facility before each transaction approval.

32. BCDA Aeronautical Solutions LLC will make available to the Client's **JETMAN PAY VIRTUAL CARD** Account the **100%** of the total amount transferred by the client or will reimburse the available amount in the client's VIRTUAL CARD upon request by the client, no later than 10 business days after the transfer is processed by the contractor, unless for reasons of force majeure and all other far away and beyond of the contractors control. These reasons are: war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the contract.

Modification of Agreement

33. The contractor may amend this service agreement from time to time. Amendments will be effective upon the contractor's posting of such updated Terms at this location or in the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting confirms your consent to be bound by the Terms, as amended. If the contractor changes these Terms after the date you first agreed to the Terms (or to any subsequent changes to these Terms), you may reject any such change by providing the contractor written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided either (a) by mail or hand delivery or (b) by email from the email address associated with your Account to: invoices@bcdaero.com . In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to these

Terms. By rejecting changes, you are agreeing that you will continue to be bound by the provisions of these Terms as of the date you first agreed to the Terms (or to any subsequent changes to these Terms).

Assignment

34. The Contractor 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

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

Enurement

36. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

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

Gender

38. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

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

Severability

40. 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

41. 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.

42. **IN WITNESS WHEREOF** the contractor signs bellow and the client is in accordance of the terms by accessing and using the site and Mobil app JETMAN PAY.



BCDA AERONAUTICAL SOLUTIONS LLC

Per: _____

ALBERTO LOVERA CEO