

PILOT SERVICES AGREEMENT

Independent Contractor Agreement for Drone Pilot Services

This Pilot Services Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between:

AeroSure LLC, a Virginia limited liability company, with its principal place of business at Richmond, Virginia ("Company" or "AeroSure"), and

_____, ("Pilot"), an individual with a mailing address at _____.

Company and Pilot are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Company operates a risk engineering service providing aerial inspection and imaging services to the property insurance industry;

WHEREAS, Pilot is an FAA Part 107 certified remote pilot with expertise in commercial drone operations;

WHEREAS, Company desires to engage Pilot as an independent contractor to perform drone inspection missions, and Pilot desires to provide such services, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of 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:

ARTICLE 1: ENGAGEMENT AND SERVICES

1.1 Engagement

Company engages Pilot, and Pilot accepts such engagement, to perform drone-based aerial inspection and imaging services ("Services") on an as-needed, mission-by-mission basis. Pilot shall have no obligation to accept any particular mission, and Company shall have no obligation to offer any minimum number of missions to Pilot.

1.2 Scope of Services

Services may include, but are not limited to:

- (a) Aerial photography and videography of commercial and residential properties
- (b) Thermal imaging inspections for roof drainage and moisture analysis
- (c) Orthomosaic mapping and photogrammetry for construction progress monitoring
- (d) Post-catastrophe damage assessment and documentation
- (e) Any other drone-based inspection services as mutually agreed upon

1.3 Mission Acceptance

Company will post available missions to the AeroSure Pilot Portal. Pilot may accept or decline any mission at Pilot's sole discretion. Upon acceptance, Pilot commits to completing the mission in accordance with Company's Standard Operating Procedures ("SOPs") and the service level agreement ("SLA") specified for that mission.

1.4 Standard Operating Procedures

Pilot shall perform all Services in strict compliance with Company's SOPs, including but not limited to the AeroSure Risk Mission Profiles, quality standards, safety protocols, and client communication guidelines. Company may update SOPs from time to time, and Pilot shall comply with all such updates upon reasonable notice.

ARTICLE 2: INDEPENDENT CONTRACTOR STATUS

2.1 Independent Contractor Relationship

Pilot is an independent contractor and not an employee, agent, joint venturer, or partner of Company. Nothing in this Agreement shall be construed to create an employment relationship, partnership, joint venture, or agency relationship between the Parties.

2.2 No Employee Benefits

Pilot shall not be entitled to any benefits provided by Company to its employees, including but not limited to health insurance, retirement benefits, paid time off, workers' compensation, or unemployment insurance. Pilot is solely responsible for obtaining any such benefits independently.

2.3 Taxes

Pilot is solely responsible for all federal, state, and local taxes arising from compensation received under this Agreement, including self-employment taxes. Company will report payments to Pilot on IRS Form 1099-NEC as required by law. Pilot shall provide Company with a completed IRS Form W-9 prior to receiving any payment.

2.4 Control of Work

Pilot retains full control over the manner and means of performing the Services, subject to compliance with Company's SOPs and applicable laws and regulations. Company's interest is limited to the results of the Services, not the method of accomplishment.

ARTICLE 3: PILOT QUALIFICATIONS AND REQUIREMENTS

3.1 FAA Certification

Pilot represents and warrants that Pilot holds a valid FAA Part 107 Remote Pilot Certificate and will maintain such certification throughout the term of this Agreement. Pilot shall complete all required recurrent training and immediately notify Company of any suspension, revocation, or adverse action affecting Pilot's certification.

3.2 Insurance Requirements

Pilot shall maintain, at Pilot's sole expense, the following insurance coverage:

- (f) **Drone Liability Insurance:** Minimum \$1,000,000 per occurrence covering bodily injury and property damage arising from drone operations. AeroSure LLC shall be named as an Additional Insured on such policy.
- (g) **Hull/Equipment Insurance:** Pilot is solely responsible for insuring Pilot's own drone equipment. Company recommends hull coverage at 8-12% of equipment value annually.

Pilot shall provide Company with a Certificate of Insurance (COI) evidencing the required coverage prior to accepting any mission and annually thereafter. Pilot shall provide at least thirty (30) days' written notice of any cancellation, non-renewal, or material change to such coverage.

3.3 Equipment Standards

Pilot shall provide and maintain, at Pilot's sole expense, all equipment necessary to perform the Services, including drone aircraft, cameras, batteries, controllers, and accessories. All equipment must meet Company's approved equipment standards as set forth in the SOPs. Consumer-grade drones (e.g., DJI Mini series, Autel Nano series) are not approved for AeroSure missions.

3.4 Background Check

Pilot consents to Company conducting or arranging for a background check, which may include criminal history, driving record, and professional reference verification. Pilot's activation is contingent upon satisfactory completion of such background check.

3.5 AeroSure Certification

Prior to accepting missions, Pilot shall complete Company's AeroSure Certification Program, including all required training modules and a supervised test mission. Pilot must achieve a passing score of 85% or higher on all assessments. Certification is valid for twelve (12) months and must be renewed annually.

ARTICLE 4: COMPENSATION

4.1 Mission-Based Compensation

Pilot shall be compensated on a per-mission basis at the rate specified in the mission details at the time of acceptance. Compensation rates vary based on mission complexity, equipment requirements, and urgency. Current compensation tiers are set forth in Exhibit A attached hereto.

4.2 Payment Terms

Payment shall be made within fifteen (15) business days of Company's acceptance of the mission deliverables following quality control review. Payment shall be made via direct deposit to the bank account designated by Pilot. Company reserves the right to withhold payment for deliverables that do not meet quality standards until such deficiencies are corrected.

4.3 Rework

If deliverables fail quality control review due to Pilot's failure to comply with SOPs or quality standards, Pilot shall rework the mission at no additional compensation. Rework must be completed within forty-eight (48) hours of notification, weather permitting.

4.4 Expenses

Pilot is solely responsible for all expenses incurred in performing the Services, including but not limited to equipment, fuel, travel, insurance, and any other costs. No expense reimbursement shall be provided unless expressly agreed in writing for a specific mission.

ARTICLE 5: INTELLECTUAL PROPERTY

5.1 Work Product Ownership

All photographs, videos, data, reports, and other materials created by Pilot in the performance of Services ("Work Product") shall be the sole and exclusive property of Company. Pilot hereby assigns to Company all right, title, and interest in and to such Work Product, including all intellectual property rights therein.

5.2 Work Made for Hire

To the extent permitted by law, all Work Product shall be considered "work made for hire" as defined by the U.S. Copyright Act. To the extent any Work Product does not qualify as work made for hire, Pilot hereby irrevocably assigns to Company all right, title, and interest therein.

5.3 No Retention of Work Product

Pilot shall upload all Work Product to Company's designated systems within twenty-four (24) hours of mission completion. Pilot shall delete all Work Product from Pilot's personal devices, storage media, and cloud accounts within seven (7) days of confirmed upload. Pilot shall not retain copies of, distribute, publish, or use Work Product for any purpose without Company's prior written consent.

ARTICLE 6: CONFIDENTIALITY

6.1 Confidential Information

"Confidential Information" means all non-public information disclosed by Company to Pilot, including but not limited to: client identities and information; property locations and details; inspection reports and findings; pricing and business terms; SOPs and methodologies; technology and systems; and any other information designated as confidential or that a reasonable person would understand to be confidential.

6.2 Non-Disclosure Obligations

Pilot shall: (a) hold all Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without Company's prior written consent; (c) use Confidential Information solely for the purpose of performing Services; and (d) take all reasonable measures to protect the confidentiality of such information.

6.3 Duration

Pilot's confidentiality obligations shall survive termination of this Agreement and continue for a period of five (5) years thereafter, or indefinitely for trade secrets.

ARTICLE 7: SAFETY AND COMPLIANCE

7.1 Regulatory Compliance

Pilot shall comply with all applicable federal, state, and local laws and regulations governing drone operations, including but not limited to FAA Part 107, airspace restrictions, and any required authorizations (e.g., LAANC). Pilot is solely responsible for obtaining all necessary permissions and authorizations for each mission.

7.2 Safety Standards

Pilot shall prioritize safety in all operations and comply with Company's safety protocols as set forth in the SOPs. Pilot shall not operate in conditions that exceed equipment limitations or regulatory minimums. Pilot shall immediately abort any mission if safety is compromised.

7.3 Incident Reporting

Pilot shall immediately report to Company any incident, accident, near-miss, or property damage occurring during the performance of Services. Pilot shall comply with all FAA reporting requirements as applicable. Pilot shall preserve all evidence, including flight logs and telemetry data, related to any incident.

ARTICLE 8: TERM AND TERMINATION

8.1 Term

This Agreement shall commence on the Effective Date and continue until terminated by either Party in accordance with this Article.

8.2 Termination for Convenience

Either Party may terminate this Agreement at any time, with or without cause, upon seven (7) days' written notice to the other Party. Upon termination, Pilot shall complete any accepted missions in progress unless otherwise directed by Company.

8.3 Termination for Cause

Company may terminate this Agreement immediately upon written notice if Pilot: (a) breaches any material term of this Agreement; (b) fails to maintain required certifications or insurance; (c) engages in conduct that poses a safety risk or reputational harm to Company; (d) is subject to FAA enforcement action; or (e) fails to meet performance standards as set forth in the SOPs.

8.4 Effect of Termination

Upon termination: (a) Pilot shall cease performing Services; (b) Pilot shall return or destroy all Confidential Information; (c) Pilot shall delete all Work Product from personal devices; and (d) Company shall pay Pilot for all Services satisfactorily completed prior to termination.

ARTICLE 9: INDEMNIFICATION

9.1 Pilot Indemnification

Pilot shall indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Pilot's performance of Services; (b) Pilot's breach of this Agreement; (c) Pilot's violation of any law or regulation; (d) any claim that Pilot is an employee of Company; or (e) any personal injury or property damage caused by Pilot's drone operations.

ARTICLE 10: LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY BE LIABLE TO PILOT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE CAUSE OF ACTION OR WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S TOTAL LIABILITY TO PILOT UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO PILOT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

ARTICLE 11: GENERAL PROVISIONS

11.1 Entire Agreement

This Agreement, together with any exhibits attached hereto and the SOPs incorporated by reference, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, and agreements relating to the subject matter hereof.

11.2 Amendment

This Agreement may not be amended or modified except by a written instrument signed by both Parties.

11.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.

11.4 Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in Richmond, Virginia, in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

11.5 Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

11.6 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No failure or delay in exercising any right shall operate as a waiver thereof.

11.7 Notices

All notices under this Agreement shall be in writing and delivered by email (with confirmation of receipt) or certified mail to the addresses set forth above or such other address as a Party may designate in writing.

11.8 Assignment

Pilot may not assign or transfer this Agreement or any rights or obligations hereunder without Company's prior written consent. Company may assign this Agreement to any successor or affiliate.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AEROSURE LLC

By: _____

Name: Dustin Jones

Title: Owner

Date: _____

PILOT

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT A: COMPENSATION SCHEDULE

The following compensation rates are effective as of the Agreement Effective Date. Company reserves the right to modify these rates upon thirty (30) days' written notice to Pilot.

Pilot Tier Levels

Pilot Tier	Requirements	Base Rate Range
Tier 1 – Certified	Completed certification; < 10 missions	\$150 - \$250
Tier 2 - Experienced	10+ missions; 4.5+ rating; no QC failures	\$200 - \$350
Tier 3 – Elite	25+ missions; thermal certified; 4.8+ rating	\$300 - \$500

Mission Type Compensation

Mission Type	Client Price	Pilot Payout	AeroSure %
Standard Inspection (Tier 1)	\$1,200	\$400 - \$500	58-67%
Complex/Large Site (Tier 2)	\$2,500 - \$5,000	\$800 - \$1,500	68-70%
CAT Response (48hr)	\$5,000 - \$15,000	\$1,500 - \$4,000	70-73%

Note: AeroSure retains margin to cover platform technology, QC review, AI report generation, client support, insurance, and overhead. Actual compensation for each mission will be specified at the time of mission posting.

— *End of Pilot Services Agreement* —