

***TB3 NDT CONSULTING LLC***  
***STANDARD TERMS AND CONDITIONS***

**Responsibilities:**

1. TB3 NDT Consulting, LLC (“Consultant”), (itself or through vendors, sub-consultants, or subcontractors), is responsible for providing the Level III services at a level of performance consistent with industry standards and in accordance with this agreement (and any supplemental requirements expressly set forth in this agreement or its appendices).
2. It is also agreed that the technical procedures, literature and training materials provided to the Company are proprietary to and the intellectual property of TB3 NDT Consulting LLC. and shall not be sold, licensed, utilized for any purpose whatsoever, or distributed (for free or for profit) outside of the Company, including without limitation, to any third party, affiliate, parent or subsidiary in any format. The training materials provided by TB3 are for the specific training class for the Company expressly provided in this agreement alone and shall not be duplicated. Duplication of the training class materials for any other purpose without prior written authorization of TB3 is a material breach of this agreement.
3. The Company’s use of TB3’s name, logo, intellectual property, or confidential information and or the solicitation or hire of TB3’s vendors, sub-consultants, or subcontractors without TB3’s prior written approval is a material breach of this agreement.
4. All of the Consultant’s NDT inspection services shall be covered under the Company’s Insurance Policy.
5. Company shall not permit any Foreign Person (as defined in ITAR) to attend any Consultant training and shall not permit any Foreign Person be granted access to any Consultant training materials: i) without notifying Consultant in writing and in advance, and ii) without Company obtaining the necessary and appropriate export approvals for both Company and Consultant, including without limitation including Consultant as a signatory on Company’s export license.

### **Independent Contractor:**

In the performance of the Level III services, Consultant will at all times act as an independent contractor exercising Consultant's own professional judgment in the performance of such services. It is agreed that neither Consultant nor any of Consultant's employees, vendors, sub-consultants, or subcontractors will be deemed to be employees of Company or any of its affiliated companies. Neither Consultant nor any of Consultant's employees, vendors, sub-consultants, or subcontractors will be entitled to any sort of employee benefits from Company. In addition, Consultant will not be an agent of Company and will not be entitled to enter into any contracts on behalf of Company or bind Company in any way, except as expressly authorized by Company in writing.

### **Liability Terms:**

1. Company agrees that TB3 NDT Consulting LLC, its owners, members and its employees, vendors, sub-consultants, or subcontractors shall not be held liable for and shall be held harmless from any services provided to the customer, by any party, in the event of legal proceedings initiated due to resultant customer product performance or integrity.
2. Company will hold harmless, defend, and indemnify Consultant from and against all claims, lawsuits and liabilities, including without limitation, costs, losses, expenses, damages (to property and for personal injury and death), NDT inspection disposition (acceptance/rejection of product) (i) arising from or as a result of: (i) any Company product, (ii) any breach of this agreement by Company, (iii) the use of TB3's name, logo, intellectual property, or confidential information without TB3's prior written approval, (iv) the solicitation or hire of TB3's employees, vendors, sub-consultants, or subcontractors without TB3's prior written approval, (collectively "Consultant Indemnifiable Losses"), accruing to any person or legal entity which Consultant may incur, be exposed to, become responsible for, or pay out. Company will assume the investigation, defense, and expense of all such claims or lawsuits. This indemnity does not

extend to any portion of the Consultant Indemnifiable Losses due to the gross negligence or willful misconduct of Consultant. Consultant agrees to notify Company (and vice-versa) of any such claims or lawsuits as soon as Consultant learns of them.

### **Compliance**

Consultant will comply with all laws and regulatory requirements of the Federal, State, and Local governmental or regulatory authorities related to performance of the Level III services, and will assist in the proper flow of documentation as it pertains to requirements by any applicable governmental or regulatory authority. Failure by Consultant to comply with laws and regulatory requirements will be considered grounds for immediate termination of the present agreement.

### **Termination**

This agreement may be terminated by a party only in the following circumstances:

- a. A breach of any provision hereof by the other party which, if correctable, is not corrected within thirty days of receiving written notice thereof except as provided in paragraph f below.
- b. Upon mutual signed agreement of the parties or as otherwise provided for in this agreement.
- c. By consultant, when the refusal to implement the proper NDT and safety procedures or practices present inherent dangers to aircraft, the product to be inspected or TB3's reputation as an outside agency.
- d. The use of TB3's name, logo, intellectual property without TB3's prior written approval.
- e. The Company solicitation or hire of TB3's employees, vendors, sub-consultants, or subcontractors without TB3's prior written approval.
- f. By Consultant for late or non-payment, which Company payment

obligation is not subject to a notice requirement or cure period set forth in a) above. In relation to such Company payment obligation: i) time is of the essence, and ii) such obligation expressly survives termination of this agreement. In addition to Consultants' other rights and remedies, in the event that any payment is not received when due, Consultant may withhold the provision of any services (inclusion without limitation travel, provision of materials and/or training) until and unless payment is rendered and Consultant shall not be responsible for any delay caused thereby. Moreover, should consultant engage a collection agent or attorney in order to collect any amounts due, Company shall also be responsible for any and all collection costs, attorney's fees, and court costs in connection therewith.

### **Confidentiality**

In order to provide the services hereunder, Consultant may have access to certain information of Company concerning strategies, data, initiatives, ideas, discoveries, innovations, inventions, intellectual property, research results and research plans, and financial statements or results which has not been publicly disclosed and which is confidential ("Company Confidential Information") and Company shall have access to certain information of the Consultant concerning strategies, data, initiatives, ideas, discoveries, innovations, inventions, intellectual property, research results and research plans, and financial statements or results which has not been publicly disclosed and which is confidential, including the training and training materials, which shall at all times remain the property and confidential information of Consultant ("Consultant Confidential Information"). Together, the Company Confidential Information and the Consultant Confidential Information shall be referred to as "Confidential Information". All parties agree not to disclose any such Confidential Information to anyone other than the staff of the receiving party with a direct need to know, or as otherwise authorized in writing by the disclosing party. Because monetary

damages are difficult to ascertain and would be inadequate as a remedy for in the event that either party were to violate the terms of this agreement, each party agrees that the other party may seek to obtain an injunction to prevent unauthorized use or disclosure of Confidential Information by the receiving party, in addition to any other legal or equitable remedies which may be available to such party.

### **DISPUTE RESOLUTION**

This agreement has been executed in the State of New York and the laws of the State of New York shall govern the construction of this agreement. The parties hereby agree that any dispute arising from the provisions of this agreement between the parties may be litigated in state or federal court in Suffolk County, New York and each party accordingly hereby consents to submit to the jurisdiction of such courts and expressly waives any objections or defenses based upon lack of personal jurisdiction or venue. The prevailing party in any proceeding to enforce or arising from the provisions of this agreement may recover the costs therein incurred, including, but not limited to, reasonable attorneys' fees.

### **GENERAL PROVISIONS**

No waiver hereunder shall be effective unless in writing signed by the party against whom enforcement of the waiver is sought. The waiver of any breach of any provision of this agreement shall not constitute a waiver of said provision or a waiver of a future breach of that or any other provision. This agreement may only be modified by a written instrument executed by both parties. This agreement is a negotiated document and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation hereof. This agreement is binding upon the heirs, executors, administrators and successors of the respective parties, but may not be assigned by Company without the prior written consent of the Consultant and any attempted assignment (whether voluntarily or by operation of law) shall be void.

This agreement, together with any other concurrent or subsequent writing signed by both parties, constitutes the entire agreement of the parties and no other understandings, claims, statements or representations shall be binding or effective. The singular in number as used herein shall be deemed to include the plural and the masculine gender shall be deemed to include the feminine and the neuter gender and vice versa, whenever the context so requires.

### **PAYMENT TERMS**

- A. Invoices will be sent immediately upon completion of a task. Please make all checks payable to “TB3 NDT Consulting LLC”.
- B. Retainer paid immediately upon signing this agreement, Overseas **COD**, other Payment terms **net 15 Days** unless otherwise agreed upon in writing
- C. Travel Expenses (airfare, hotel, car rental, etc.) shall be at estimated cost (Overseas travel requires full payment in advance)

Credit Card Convenience Fee will be added to invoices at a rate of 3.75 % or current rate

## TB3 NDT Consulting LLC | Cancellation & Refund Policy

### 1. TB3 Academy (Training & Certification)

Due to our limited seating capacity (maximum 12 students per cycle) and high demand, the following terms apply to all NDT training courses and certification exams:

- **Full Refund:** Cancellations made **14 business days or more** prior to the course start date are eligible for a full refund.
- **Partial Credit:** Cancellations made between **7 and 13 business days** prior to the start date are not eligible for a refund but may receive a 50% credit toward a future TB3 Academy course.
- **No-Show / Late Cancellation:** Cancellations made less than **7 business days** before the start date, or failure to attend, result in a total forfeiture of the course fee.
- **Rescheduling:** Students may request one (1) reschedule at no cost if the request is made at least 14 days in advance.

### 2. TB3 Industrial (Consulting, Audits & Inspections)

For Level III consulting, NADCAP/DCMA audit preparation, and on-site inspection services:

- **Project Cancellation:** Notice of project cancellation must be received in writing at least **14 business days** before the scheduled start date.
- **Cancellation Fee:** Projects cancelled with less than 14 days' notice will be subject to a cancellation fee of 50% of the total quoted project value.
- **Incurred Expenses:** Regardless of the notice period, the client is responsible for 100% of any non-refundable travel, lodging, or specialized equipment rental expenses already incurred by TB3 NDT.

### 3. Compliance-as-a-Service (CaaS) Subscriptions

For entities hosted within our secure GCC High enclave under the CaaS model:

- **Monthly Subscriptions:** Subscriptions are billed monthly and may be cancelled with **30 days' written notice**.

- **Annual Contracts:** For clients on annual terms, cancellation during the term is subject to an early termination fee equal to three (3) months of the base service fee.
- **Data Retrieval:** Upon cancellation, clients have 30 days to retrieve their data before it is permanently purged from the secure enclave in accordance with CMMC Level 2 data retention protocols.

#### 4. Apprenticeship Program

- **Withdrawal:** Participants in the TB3 Apprenticeship Training Program may withdraw at any time; however, tuition or program fees are non-refundable once the classroom or hands-on training hours have commenced.

#### 5. Force Majeure

TB3 NDT is not liable for failures or delays in service delivery caused by circumstances beyond our reasonable control, including but not limited to federal government shutdowns, changes in DoD regulatory mandates, or other "Acts of God".

## TB3 NDT Consulting LLC | Official Media Policy

### 1. Policy Overview

This Media Policy governs the use of all digital, print, and social media assets associated with TB3 NDT Consulting LLC ("TB3"). As a premier provider of Non-Destructive Testing (NDT) services and a certified member of the Defense Industrial Base, TB3 is committed to protecting proprietary methodologies, student privacy, and national security interests.

### 2. Intellectual Property & Copyright

All content on the TB3 website, including but not limited to logos, training curriculum, technical procedures, and proprietary inspection data, is the exclusive property of TB3 NDT Consulting LLC.

- **Unauthorized Use:** No part of the TB3 curriculum or technical media may be reproduced, distributed, or transmitted in any form without prior written consent from the TB3 Board of Directors.
- **Logo Usage:** The TB3 logo and division-specific branding (e.g., TB3 Academy, TB3 Federal) may only be used by authorized partners and must adhere to our official brand guidelines.

### 3. Defense Compliance & Security (CMMC/JCP)

Due to TB3's **CMMC Level 2** certification and access to unclassified military technical data under the **Joint Certification Program (JCP)**, strict media protocols are in effect:

- **Restricted Areas:** Photography, videography, and live-streaming are strictly prohibited within TB3 testing facilities or during the demonstration of proprietary NDT methodologies unless explicitly authorized.
- **CUI Protection:** Any media potentially containing **Controlled Unclassified Information (CUI)** or restricted technical data packages is subject to federal export control requirements and may not be shared on public platforms.

### 4. Student & Apprentice Privacy

TB3 is proud of its **Veteran NDT Training & Mentor Program**. To protect the privacy of our students and the men and women of the armed services we train:

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- **Consent:** TB3 will obtain written "Media Release" forms before featuring any student or apprentice in promotional materials, website galleries, or social media posts.
- **Identification:** No student's full name or sensitive personal information will be disclosed in media posts without express permission.

## 5. Social Media & Employee Conduct

Employees and apprentices represent the TB3 brand even on personal accounts:

- **Professionalism:** All posts referencing TB3 work, training, or certifications must reflect the company's commitment to NDT ethics and industry precision.
- **Confidentiality:** Sharing "behind-the-scenes" footage of specialized DoD equipment or client-specific inspection results is a violation of federal compliance and company policy.

## 6. Press & Media Inquiries

All requests for interviews, official statements, or high-resolution media assets must be directed to the TB3 Communications Office.

**Primary Media Contact:** Mr. Kenneth Bailey, CFO/COO Phone: 631-909-3775 Email: [KENNETH.BAILEY@TB3NDT.COM](mailto:KENNETH.BAILEY@TB3NDT.COM)

## 7. Policy Enforcement

Failure to adhere to this media policy may result in the revocation of training credentials, termination of partnership agreements, and, where applicable, referral to federal authorities for violations of defense data security mandates.

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### Implementation Tips for Your Website:

- **The "Footer" Link:** Place a link titled "Media Policy & IP" in your website footer so it's accessible from every page.
- **The Apprenticeship Waiver:** Ensure that when students sign up for your **Apprenticeship Training Program**, the media release is a separate, clear checkbox.



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- **Watermarking:** Any technical images or "Action Shots" of your **Advanced Inspection Assets** (like Digital Radiography) should be watermarked with your logo to prevent them from being used by competitors.