Antionette Bailey
P.0. Box 452
Manorville, NY 11949
toni@tb3ndt.com
516-885-5007

TB3 NDT CONSULTING LLC

STANDARD TERMS AND CONDITIONS

Responsibilities:

1. TB3 NDT Consulting, LLC ("Consultant"), (itself or though 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.

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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

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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

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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

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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.

NDT CONSULTING LLC
ASNT Level 3: MT, PT, UT, ET, RT, IRRSP
Training• Audits• Procedures• Examinations• Staffing

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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