

Marketing Agreement

between

Airsource Partners

and

Expert Name

This Marketing Agreement (the "Agreement") is made and entered into as of this DDMMYY, by and between

AIRSOURCE PARTNERS (hereinafter referred to as "Airsource"), a company incorporated under the laws of France registered under Registre du Commerce et des Sociétés of Paris n° 537 502 957, having its main office at 51, boulevard Rochechouart, 75009 Paris, France

and

XXXXX (hereinafter referred to as "Expert"), an individual contractor or company existing and organised under the laws of xxxxxx with a capital of (amount/currency)_____, registered at (place)_____ under n° _____, having its principal place of activity at Expert Address Street, Post Code, City, Country.

Airsource and Expert also hereinafter referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, Airsource has launched and is operating an Aviation Expertise Marketplace aimed at providing airlines and other general aviation operators with an innovative access to aviation expert skills and knowledge in all forms;

WHEREAS, Expert provides (insert descriptive of services provided in Exhibit A) under the present Agreement

WHEREAS, the Parties desire to combine their efforts in offering professional services to customers operating in the aviation environment and any related activities to the aviation industry.

NOW, THEREFORE, it has been **AGREED** as follows:

1. Purpose of the Agreement

This Agreement sets forth the conditions under which Airsource and Expert jointly approach potential customers and provide certain services to a customer via Airsource's Aviation Expertise Marketplace. Such customer could be an airline or any other aviation-related organization, which has approached Airsource or has been approached by Airsource to provide certain services ("Customer").

2. Services by Airsource

Airsource built, maintains and operates an Aviation Expertise Marketplace aiming at helping Customers in their search for specific aviation skills and knowledge regularly required by Customers throughout their lifecycle. To this effect Airsource may suggest potential customers to the expertise of Expert.

As part of the agreement, Airsource will launch promotional campaigns and other marketing activities aimed at promoting Experts' know how and solutions. These campaigns include telephone and email targeted campaigns near selected airlines. Airsource will also actively promote Expert's products and services on the occasion of conferences and other trade venues attended by Airsource when Expert is

participating also to the event. All promotional actions performed by Airsource will require prior information and prior written agreement from Expert before they can be undertaken by Airsource.

Airsource will handle the overall management of the project undertaken by Expert and acts as the Customers' main contact throughout the duration of the project involving Expert. Airsource will keep Customer's management team informed on the evolution of the provision of services by Expert.

3. Services by Expert

Consulting, solutions and other professional services as depicted in Exhibit A are being delivered by the Expert direct to Customer and incorporated herein by this reference is a description of the services to be provided by Expert hereunder ("Professional Services"). Expert hereby agrees to utilize its best efforts in performing the Consulting and other Professional Services to Customer.

Each Party shall perform its obligations under this Agreement in an endeavor to maintain and increase the goodwill and reputation of the other (including the other's products and/or services) and without itself or permitting a third party to impair and/or disrupt the other party's relationship with its existing and/or future customers.

4. Time Devoted by Expert

It is anticipated that Expert shall spend as much time as deemed necessary by Expert in order to perform the obligations of Expert hereunder.

5. Place where Services will be Performed

Expert will perform most Professional Services at Expert's offices. In addition, Expert will perform Professional Services on the telephone and/or by mail and at such other place(s) as necessary to perform these services in accordance with this Agreement and a detailed agreement between Expert and Customer.

6. Independent Contractor

Both Airsource and Expert agree that Expert will act as an independent contractor in the performance of his duties under this Agreement. Nothing contained in this Agreement shall be construed to imply that Expert, or any employee, agent or other authorized representative of Expert, is a partner, joint venturer, agent, officer or employee of Airsource.

7. Compensation

This Agreement is limited to Customers having eventually contracted with Expert after being exposed to Expert's Professional Services through Airsource's Aviation Expertise Marketplace. As a result of the contribution provided by Airsource's support in the promotion of Expert's services and solutions Airsource is eligible for financial compensation as set forth in Exhibit B attached hereto.

All amounts given in the Agreement are exclusive of taxes. All taxes, other than Airsource's corporate income tax, withholding taxes, duties, custom duties, fees or charges of whatever nature related to any service rendered pursuant to the Agreement, levied by any tax authority or any government of any country shall be borne directly by Expert.

Should Airsource, however, be required to pay any of the taxes or duties mentioned here above and due to the Agreement, Expert shall, within thirty (30) days following issuance by Airsource of a written notice, reimburse Airsource for the cost incurred in discharging such taxes or duties.

Expert hereby agrees to indemnify and defend Airsource against any and all such taxes or contributions, including penalties and interest.

8. Term of Agreement

This Agreement shall be in full force and effect commencing upon the date hereof. This Agreement has a term of 12 months beginning on the date hereof.

Either Party hereto shall have the right to terminate this Agreement without notice in the event of the death, bankruptcy, insolvency, or assignment for the benefit of creditors of the other Party.

Airsource shall have the right to terminate this Agreement upon delivery to Expert of notice setting forth with specificity facts comprising a material breach of this Agreement by Expert including without limitation its responsibilities for fees as set forth in this Agreement. Expert shall have 30 days to remedy such breach after written notice to Expert by Airsource.

Expert shall have the right to terminate this Agreement if Airsource fails to comply with the terms of this Agreement and such failure continues unremedied for a period of 30 days after written notice to Airsource by Expert.

9. Indemnification

Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") from and against any and all claims, damages, and liabilities, including any and all expense and costs, legal or otherwise, caused by the negligent act or omission of the Indemnifying Party, its subcontractors, agents, or employees, incurred by the Indemnified Party in the investigation and defense of any claim, demand, or action arising out of the work performed under this Agreement; including breach of the Indemnifying Party of this Agreement. The Indemnifying Party shall not be liable for any claims, damages, or liabilities caused by the sole negligence of the Indemnified Party, its subcontractors, agents, or employees.

The Indemnified Party shall notify promptly the Indemnifying Party of the existence of any claim, demand, or other matter to which the Indemnifying Party's indemnification obligations would apply, and shall give them a reasonable opportunity to settle or defend the same at their own expense and with counsel of their own selection, provided that the Indemnified Party shall at all times also have the right to fully participate in the defense. If the Indemnifying Party, within a reasonable time after this notice, fails to take appropriate steps to settle or defend the claim, demand, or the matter, the Indemnified Party shall, upon written notice, have the right, but not the obligation, to undertake such settlement or defense and to compromise or settle the claim, demand, or other matter on behalf, for the account, and at the risk, of the Indemnifying Party.

The rights and obligations of the Parties under this Article shall be binding upon and inure to the benefit of any successors, assigns, and heirs of the Parties.

10. Covenants of Experts

Expert covenants and agrees with Airsource that, in performing Professional Services for Customer, Expert will:

- (1) Comply with all relevant laws;
- (2) Not make any representations other than those authorized by Airsource and
- (3) Not publish, circulate or otherwise use any materials or documents other than materials provided by or otherwise approved by Airsource.

11. Confidential Information

Airsource and Expert acknowledge that each will have access to proprietary information regarding the business operations of the other and agree to keep all such information secret and confidential and not to use or disclose any such information to any individual or organization without the non-disclosing Parties prior written consent. It is hereby agreed that from time to time Expert and Airsource may designate certain disclosed information as confidential for purposes of this Agreement.

12. Miscellaneous

- (1) This Agreement shall be constructed and interpreted in accordance with and governed by the laws of France.
- (2) The Parties agree that the relevant Court of Paris, France, shall have sole and exclusive jurisdiction and venue for the resolution of all disputes arising under the terms of this Agreement and the transactions contemplated herein.
- (3) If either Party to this Agreement brings an action on this Agreement, the prevailing Party shall be entitled to reasonable expenses therefore, including, but not limited to, attorneys' fees and expenses and court costs.
- (4) This Agreement shall inure to the benefit of the Parties hereto, their administrators and successors in interest. This Agreement shall not be assignable by either Party hereto without the prior written consent of the other.
- (5) This Agreement contains the entire understanding of the Parties and supersedes all prior agreements between them.
- (6) No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
- (7) If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

IN WITNESS WHEREOF, the Parties hereto have placed their signatures hereon on the day and year first above written.

AIRSOURCE PARTNERS

EXPERT NAME

Name: Christian GOSSEL

Name:

Function: Gérant / CEO

Function:

Date: _____

DRAFT

EXHIBIT A - DESCRIPTION OF PROFESSIONAL SERVICES

The Consulting and Solutions Services provided by Expert to Customer under this Agreement shall include, but not be limited to the following services:

XXX

YYY

ZZZ

DRAFT

EXHIBIT B – FEES AND PAYMENT

In return for Airsource's contribution in the active marketing and promotion of Expert's professional consulting and solutions services near the airline community, in particular through Expert's participation to Airsource's Aviation Expertise Marketplace, Experts and Airsource agree on the financial terms set forth below.

1. Amount: Airsource will charge a commission fee of --- % of the professional fees proposed by Expert to perform the services described in this Agreement. For the purpose of this Agreement, Expert's professional fees will be defined as the total value of all consulting and solution services contracted by Customer near Expert (consulting services, implementation & training fees, license fees and other on-going recurrent fees). Hardware, T&Is and other third party fees are not covered by this Agreement. Airsource' fees will be added to the financial proposal sent to Customer for approval.
2. Contractual Agreement: it is understood and agreed upon by Airsource and Expert, and unless otherwise agreed upon by both Parties, that the contractual agreement will be between Airsource and Customer.
3. Condition for payment: Airsource will invoice Customer for services rendered according to a schedule defined in the contractual agreement set forth between Airsource and Customer. Upon reception of payment from Customer on its bank account, Airsource will pay Expert for the professional services rendered by Expert under this Agreement. Payment will be done according to a payment scheduled jointly approved by both Parties.
4. Referral fees: Expert acknowledges that Airsource has invested substantial time and sums to market and promote its expert services under this agreement and to encourage and facilitate free exchange between Expert and Customer and that such factors enhance Expert's opportunity to contract directly with Customer. As a result, in the event that Expert provides services to an Airsource-introduced Customer without Airsource's involvement for a period of 6 months following the signature of the original contract between Airsource and Customer involving Expert, Airsource will invoice Expert a one-time referral fee amounting to x% of professional services contracted directly between Expert and Customer.