

Business Cooperation Agreement

between

Airsource Partners

and

Company Name

This Business Cooperation 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 registered office at 51, boulevard Rochechouart, 75009 Paris, France, and

COMPANY NAME (hereinafter referred to as "Company"), a company incorporated under the laws of Country, registered at Place under n° _____, having its registered office at Company Address Street, Post Code, City, Country.

Airsource and Company 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, Company provides (insert descriptive of services provided in Exhibit A)

WHEREAS, the Parties have agreed to enter into this Agreement with respect to a joint commercialization effort with respect to each party's solutions and services. The term "Agreement" means the entire Agreement between the parties, including its Exhibits.

WHEREAS, the Parties desire to combine their efforts in offering expert advice and solutions 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 Company jointly approach potential customers and provide certain services or solutions 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 or solutions ("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 company's lifecycle. To this effect Airsource may suggest Customers specific consulting services or solutions from Company.

As part of the agreement, Airsource will launch promotional campaigns and other marketing activities aimed at promoting Company's know-how and solutions. These campaigns include telephone and email targeted campaigns near selected airlines. Airsource will also actively promote Company's products and services on the occasion of conferences and other trade venues attended by Airsource. All promotional actions performed by Airsource will require prior information and prior written agreement from Company before they can be undertaken by Airsource.

Airsource may on request of Company and the Customer handle the overall management of projects and acts as Customers' main contact. Notwithstanding the final contractual relationship between Company and Customer, Airsource will maintain a direct relationship with Customer in order to keep Customer's management informed on the evolution of the provision of services by Company.

3. Services by Company

Consultancy and other solutions as described in Exhibit A are being delivered by Company directly to Customer. Exhibit A of the Agreement describes the Professional Services to be rendered by Company to Customer covered by the Agreement.

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 Company

It is anticipated that Company shall spend as much time as deemed necessary by Airsource in order to perform the obligations set forth in the Agreement.

5. Place Where Services will be Performed

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

6. Independent Contractor

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

7. Compensation

This Agreement is limited to Customers having eventually contracted with Company after being exposed to Company's Consulting and Solutions Services through Airsource's Aviation Expertise Marketplace. As a result of the contribution provided by Airsource's support in the promotion of Company's Consulting and Solutions Services 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 Company.

Should Airsource, however, be required to pay any of the taxes or duties mentioned here above and due to the Agreement, Company 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.

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

Company 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 Company.

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. Covenant of experts

Company covenants and agrees with Airsource that, in performing Consulting and Solutions Services for Customer, Company 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

Company and Airsource 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 Company 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 Country.

(2) The Parties agree that the relevant Court of City, Country, 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

Name: Christian GOSSEL

Function: Gérant / CEO

Date: _____

COMPANY NAME

Name:

Function:

Date: _____

EXHIBIT A - DESCRIPTION OF PROFESSIONAL SERVICES

The Consulting and Solutions Services provided by Company 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 Company's Consulting and Solutions Services near the airline community, in particular through Company's participation to Airsource's Aviation Expertise Marketplace, Experts agrees to pay Airsource the fees set forth below.

1. Amount: Airsource will charge Company marketing fees of ---- % of the total contract value (TCV) of the contract signed between Company and Customer throughout the term of the contract signed between Company and Customer (alternatively, it could be a fixed amount paid at the time of the signature of the contract between Company and Customer or according to a jointly agreed payment schedule). For the purpose of this agreement, TCV will be defined as the total value of all Consulting and Solutions Services contracted by Customer near Company (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.
2. Payment: the following schedule for the payment of Airsource's marketing fees as defined in Paragraph 1 above of the present Exhibit has been agreed between Airsource and Company
 - 25% at signature of contractual agreement between Company and Customer
 - 50% at implementation of Company's Services and Solutions at Customer
 - 25% at the conclusion of a 6-month period following the implementation of Company's Services and Solutions at Customer

Initial payment of 25% of fees due are non-refundable in case where the Services and Solutions defined in the Agreement between Company and Customer are not implemented at the end for reasons beyond Airsource's responsibilities.

3. Condition for payment: it is understood and agreed upon by Airsource and Company that, unless otherwise agreed between Company and Airsource, the fees described above are the only fees to be paid by Company to Airsource. In particular Airsource will not charge Company any fee in exchange of the promotional activities led by Company to promote Company's services, or for hosting Company in its Aviation Expertise Marketplace
4. Success fee agreement: the above payment schedule will apply to the only Agreements signed between Company and Customer (success fee model). Other alternative models can apply upon joint agreement between Airsource and Company.
5. Referral fees: Company acknowledges that Airsource has invested substantial time and sums to market and promote its Company services under this agreement and to encourage and facilitate free exchange between Company and Customer and that such factors enhance Company's opportunity to contract directly with Customer. As a result, in the event that Company 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 Company and Customer, Airsource will invoice Company a one-time referral fee amounting to ----% of new TCV contracted between Company and Customer.