

1. Credit Authorization, Invoice Processing and Payment.

When referring clients to you, Universal will include its standard instructions and specific credit authorizations for its clients' flight operations. Please note that you must receive written approval and acceptance from Universal in Houston, Texas USA, prior to extending credit to any Universal client.

Within seven (7) days of completion of Services, you agree to furnish to Universal, by mail, e-mail, or telefacsimile, invoices in English for your service fees, including your disbursement fee, and your reimbursable disbursements to third parties.

Third party disbursements must be authenticated by attaching copies to your invoice of all such third party invoices. If an invoice is furnished to Universal without such authentication, you shall agree to provide such authentication upon request by Universal.

Forty (40) days after Universal receives a properly itemized and authenticated invoice from you, Universal will pay such invoice reduced by any Promotional and Support Fee that exists between you and Universal.

All invoices shall be in the form as agreed between you and Universal, and you agree to utilize a standard invoice template provided by Universal if requested. Each invoice shall include the following information: (i) the aircraft registration and/or tail number, (ii) the date of Services, (iii) Universal's trip number reference or UVair card number, (iv) the operator name, (v) payment instructions and (vi) currency code(s). All invoices shall be delivered by any of the following methods: (i) via email to: ThirdParty@univ-wea.com (once email is received Universal will acknowledge receipt), (ii) via facsimile to: + 1 713 943 4680 or (iii) via mail to: **Universal Weather and Aviation, Inc., 1150 Gemini Street, Houston, Texas 77058-2708 USA, Attn: Third Party Invoicing.**

If an invoice is furnished to Universal that includes charges for services that were completed more than forty-five (45) days prior and such charges have not previously been submitted to Universal, you shall agree to waive such charges upon request by Universal.

You agree that you shall send all invoices directly to Universal, and, you shall not send any invoices directly to any of Universal's clients unless previously authorized in writing by Universal. In addition, you agree that you will not accept or receive any payments from Universal's clients unless previously authorized in writing by Universal.

2. Books and Records.

You agree to maintain accurate books and records associated with the services provided to Universal, including without limitation, timesheets, work specifications, invoices and receipts. Such records will be maintained for a period of one (1) year following completion of the Services to which they relate. All such records will be available for review by Universal or its representatives during your normal business hours, upon ten (10) days' notice from Universal. Such reviews will be conducted at mutually convenient times, in a manner that does not

materially disrupt your business operations. If as a result of such audit, Universal determines that you have overcharged Universal, it will notify you of the amount of such overcharge and you will promptly pay to Universal the amount of the overcharge, plus interest calculated at a rate of one and one-half percent (1.5%) per month from the date of receipt by you of the overcharged amount until the date of payment to Universal.

3. Audit and Inspection of Facilities and Services.

You agree to provide, arrange for, and coordinate services of the highest quality possible, as well as obtain clearances from time to time, as requested by Universal. You further agree (i) to allow Universal to inspect and audit your facilities and operating practices, (ii) to respond timely and by the mode required to requests for information from Universal, and (iii) to provide an office space for Universal to occupy at your facility for assistance in coordination of services and business development purposes, which required services, support, policies, and procedures may be further described in one or more separate Service Level Requirements document(s) made available to you in the future. You will bear all costs and expenses related to your duties and business activities hereunder.

4. Taxes.

You agree to pay all income, VAT, and other taxes which are due arising out of services performed by you under the terms of this Agreement. Universal is not responsible for the payment of same. In the event Universal is deemed responsible for payment of same, you agree to reimburse Universal.

5. Representations and Warranties.

You represent and warrant that: (a) you are financially solvent and have the ability to perform your obligations hereunder; (b) you have not entered into and will not enter into any other agreement that conflicts with this Agreement or limits your ability to perform the Services; (c) all Services will be performed in accordance with applicable laws and regulations, and you will timely obtain all permits required to perform the Services; (e) the Services will be provided by your personnel having the appropriate level skills and training; and (f) you will perform all Services on time and in a professional and workmanlike manner.

6. Indemnification.

You agree to indemnify and save Universal harmless from any liability, loss, or damage to property or persons, including without limitation claims for death or personal injury, attorney's fees and courts costs, arising out of your acts or omissions (and those of your agents, employees, and subcontractors), whether or not negligent or wrongful.

7. Insurance.

You agree, at all times, to carry public liability insurance covering all of your operations with coverage of the equivalent of at least 1.5 million U.S. Dollars (\$1,500,000) for personal injury

and property damage, in addition to any other coverage(s) required by local law or local governmental authorities. You hereby agree to provide insurance certificates upon request from Universal and to waive subrogation rights under any such insurance.

8. Universal Affiliates.

All rights granted under this Agreement to Universal will extend to Universal's affiliates, which are currently existing or later acquired that (i) control, (ii) are controlled by, or (iii) are under common control with Universal. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership or voting securities, by contract, or otherwise.

9. Cooperation.

You agree to cooperate with all reasonable requests received from Universal, including without limitation, any requests for information or consents to obtain a background check or credit check.

10. Independent Contractor.

At all times you shall remain an independent contractor to Universal. You are not authorized to act or to make commitments in the name of Universal; to bind Universal in any way; to make, revise, alter, or otherwise diverge from any of Universal's terms, conditions, prices, or policies; or to act as a "stable establishment" (as that term is used in international tax treaties) of Universal in any foreign country. You also agree not to use Universal's names and logos.

11. Compliance with laws.

(i) You shall not, and shall cause your employees, shareholders, partners, directors, officers, affiliates, consultants, contractors, representatives, agents and other persons operating for your benefit (collectively, the "Representatives") not to, take any action in connection with this Agreement or any of the transactions or activities contemplated hereby or otherwise for the benefit of or on behalf of Universal that is, or could be deemed to be, a violation of (a) the applicable laws, regulations or orders of the country(ies) in which you operate, (b) the laws of the country of formation of any party or such party's ultimate parent company (or its principal place of business), (c) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's Commentaries or (d) the U.S. Foreign Corrupt Practices Act, as amended (the "Act"). Without limiting the above, you hereby represent, warrant and covenant that (w) as of the date hereof you have read, are fully aware of and understand the provisions of the Act; (x) you have and shall comply with the Act, and have and will cause your Representatives to comply with the Act, in connection with this Agreement and the transactions and activities contemplated hereby; and (y) you agree not to take, or permit to be taken, directly or indirectly, through any Representative or otherwise, any actions which would subject Universal or any of its shareholders or affiliates, or any of its or their respective officers, directors or employees, to any civil or criminal penalties or loss of benefits pursuant to the Act. Without limiting the above, you shall not directly or indirectly offer,

pay, promise to pay or authorize the payment of, or permit any Representative to directly or indirectly offer, pay, promise to pay or authorize the payment of, any money or thing of value, such as providing gifts or entertainment, to any officer, employee or representative of any governmental authority, agency, legislature, court, political party, government-owned company or public international organization ("Foreign Official") for the purpose of (A) influencing any act or decision of any Foreign Official, or (B) inducing such Foreign Official to do or omit to do any act in violation of the lawful duty of such official, or (C) inducing such Foreign Official to use his or her influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality in order, in the case of (A), (B) or (C), to assist Universal, you, the Representatives or any of their respective affiliates in obtaining or retaining business, or directing business to such person, or assisting such person in obtaining any advantage.

(ii) You shall notify Universal or such other person as Universal shall designate of any request you receive, directly or indirectly, to take any action that might constitute a violation of the covenants in Section 1(i), as well as of any action taken by you or any of your Representatives that might be construed as a violation of the covenants in Section 1(i).

(iii) You understand that, except as may be specifically authorized in writing by Universal after full disclosure, you are not authorized to make any payments or other commitment, or offer to make any payments or commitments, or to otherwise act, in Universal's name or the name of any of Universal's shareholders, affiliates, or any of its or their respective affiliates, officers, directors or employees. Except as may be specifically authorized in writing by Universal after full disclosure by you, you shall be solely responsible for all your costs and expenses incurred in connection with the services to be provided under this Agreement. You understand that you are not authorized to make any payments in Universal's name, and Universal will not compensate you for any expenses incurred on Universal's behalf except those expenses for which proper approval prior to expenditure has been obtained. You agree to keep books and records showing expenses incurred pursuant to this Agreement. Such books and records will reflect the purpose of each expenditure, the person to whom such expenditure was made, and the person for whose benefit the expenditure was made, which books and records Universal may review upon request. You agree that no part of your compensation shall be used by you for anything other than legal, ordinary and necessary business expenses and that the remainder will be kept by you as profit.

(iv) You will not retain, or permit any of your Representatives to retain, any Foreign Official, in either his or her official or unofficial capacity, in connection with any activity undertaken by you in connection with this Agreement or the transactions contemplated hereby.

(v) In the event you violate the covenants or representations in this Section 1, (a) you shall indemnify Universal and its shareholders and affiliates and its and their respective affiliates, directors, officers, employees, representatives and agents from and against any and all losses, claims, damages and liabilities (including counsel fees and expenses relating thereto) assessed against such person as a result of your violation of the Act or the foregoing covenants or representations; (b) this Agreement shall be null and void from the inception and any amounts then owed to you shall be forfeited by you and no further payments shall be due or made to you

for any reason; and, (c) you shall immediately refund all payments made to you, and forfeit all of your rights, under this Agreement.

12. Business Ethics, Conflict of Interest.

You agree to establish and maintain appropriate business standards. You shall exercise reasonable care and diligence to avoid any real or apparent impropriety or to prevent any actions or conditions which could result in a conflict with any other party's best interests with respect to this Agreement. This obligation shall apply to the activities of your employees and agents in their relationships with Universal's employees and agents, and of third parties who perform or assist in the performance of services under this Agreement. Your effort shall include, but not be limited to, establishing precautions to prevent your employees and agents from making, receiving, providing or offering substantial gifts, extravagant entertaining, payments, loans or other considerations for the purpose of influencing any individual to act contrary to any party's best interests with respect to this Agreement.

13. Drug and Alcohol Policy.

Universal requires that your employees attend regular drug screenings. None of your employees shall at any time possess, sell, trade, or offer for sale, illegal drugs or engage in illegal use of drugs while providing services to Universal. None of your employees shall at anytime consume alcoholic beverages while providing services to Universal. Your failure to comply with this standard will result in your removal from the Universal approved vendor program.

14. Confidentiality.

You shall keep confidential the terms and provisions of this Agreement and all confidential and proprietary information of Universal. Confidential or proprietary information includes any information labeled or marked or treated as such, and includes the identity of Universal's clients (including lists thereof), information from or about Universal's clients and their activities, its suppliers (including lists thereof), and its business methods, techniques, practices, and pricing. This provision will survive the termination of this Agreement.

15. Severability.

In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

16. Official language and governing law.

This Agreement is signed in the English language, which shall be the official language of this Agreement and all matters pertaining thereto. This Agreement shall be governed by and construed under the laws of the State of Texas, USA, except the Law of Conflicts; proper venue of any action hereunder may be in the state or federal courts located in Harris County, Texas USA, to which jurisdiction the parties subject themselves. You agree that service of process by

certified mail, return receipt requested, postage prepaid, and addressed to you at the address shown herein shall be sufficient to confer jurisdiction of such courts over you. In addition to such method of service of process, service may be accomplished in accordance with the provisions of the Convention of Hague or Inter-American Convention on Letters Rogatory.