

PROFESSIONAL SERVICES AGREEMENT

Aviation Maintenance and Operational Consulting

Effective Date: _____ **Agreement No.:** _____

This Professional Services Agreement (the "Agreement") is entered into by and between **Hauch Aero, LLC** ("Consultant") and _____ ("Client"). Consultant and Client may each be a "Party" and together the "Parties."

1. Services. Consultant will provide aviation maintenance, operational, regulatory, technical, and business advisory services as requested by Client and accepted by Consultant. Services may include telephone or video calls, emails, text-based communications, research, document review, written recommendations, meeting preparation, and related consulting activities. Consultant may decline work outside Consultant's qualifications, availability, or legal authority.

2. No Maintenance Approval or Legal Representation. Consulting is advisory only unless the Parties separately agree in writing to specific certificated maintenance, inspection, approval-for-return-to-service, DME, engineering, legal, tax, or accounting services. Nothing in this Agreement authorizes Client to represent that Consultant has approved aircraft, records, data, or operations for regulatory compliance or return to service.

3. Fees and Billing Election. Client may use Standard Hourly service at \$75 per hour, billed in 0.25-hour (15-minute) increments, or elect the Annual Consultation Retainer of \$1,000 paid in advance for up to 15 hours during a 12-month term. Additional time is billed at \$75 per hour in 0.25-hour increments. If no election is made, Standard Hourly applies.

3.1. Timekeeping. Each discrete service activity is recorded in 0.25-hour increments. Time includes calls, correspondence, research, document review, preparation, meetings, and other work performed for Client. Related short communications may be grouped into a single daily entry when practical.

3.2. Retainer Term. The retainer term begins on the later of the Effective Date or receipt of payment and continues for 12 months. Unused hours expire at the end of the term, are nonrefundable, and do not roll over unless the Parties agree otherwise in writing. The retainer reserves access subject to reasonable availability and does not guarantee immediate response or a fixed volume of work at any particular time.

3.3. Retainer Exhaustion. Consultant will notify Client when reasonably practicable as included hours approach exhaustion. Work beyond 15 hours is billed at the Standard Hourly rate unless the Parties renew or replace the retainer in writing.

4. Invoices and Payment. Standard Hourly fees and retainer overages will be invoiced monthly unless otherwise stated. The annual retainer is due before Services begin. Invoices are due within 15 calendar days. Client shall notify Consultant of any good-faith billing dispute within 10 calendar days and timely pay undisputed amounts. Past-due amounts may accrue interest at 1.0% per month or the maximum lawful rate, whichever is less.

5. Expenses. Client will reimburse only reasonable, necessary out-of-pocket expenses approved in advance. Travel, on-site work, specialized data, third-party fees, and extraordinary copying or shipping are not included unless agreed in writing.

6. Client Responsibilities. Client will provide timely, complete, and accurate information; identify deadlines; obtain necessary access and permissions; and independently decide whether and how to act on Consultant's advice. Consultant may rely on information supplied by Client unless verification is expressly included.

7. Confidentiality. Each Party will use reasonable care to protect the other Party's nonpublic information and use it only to perform or receive the Services. This obligation does not apply to information that is public through no breach, already lawfully known, independently developed, rightfully received from another source, or required to be disclosed by law.

8. Work Product and Preexisting Materials. Upon full payment, Client owns final, Client-specific written work product expressly created and delivered under this Agreement. Consultant retains ownership of preexisting materials, general knowledge, methods, templates, checklists, know-how, and improvements. Consultant grants Client a perpetual, nonexclusive license to use embedded Consultant-owned material for Client's internal business purposes.

9. Professional Judgment; No Guaranteed Outcome. Consultant will perform the Services in a professional and workmanlike manner. Regulations, agency interpretations, facts, and technical data may change, and decisions remain subject to the FAA and other applicable entities. Consultant does not guarantee any approval, business result, cost savings, aircraft outcome, or other specific result.

10. Limitation of Liability. To the fullest extent permitted by law, neither Party will be liable for indirect, incidental, special, punitive, or consequential damages. Consultant's aggregate liability will not exceed fees actually paid under this Agreement during the 12 months preceding the event giving rise to the claim. This limitation does not apply to fraud, willful misconduct, or liability that cannot lawfully be limited.

11. Independent Contractor. Consultant is an independent contractor and not an employee, partner, joint venturer, fiduciary, or agent of Client. Neither Party has authority to bind the other.

12. Term and Termination. This Agreement begins on the Effective Date and continues until terminated. Either Party may terminate on 10 calendar days' written notice or immediately for uncured material breach or unlawful, unsafe, or unethical requested conduct. Client remains responsible for Services and approved expenses through termination. Except where Consultant terminates without cause, the annual retainer remains nonrefundable and unused hours expire. If Consultant terminates without cause, unused hours will be refunded at \$66.67 per hour, prorated to the nearest quarter hour.

13. Notices. Operational communications may occur by phone or email. Formal notices must be sent by email with confirmation of receipt or nationally recognized delivery service to the addresses listed below or an updated address provided in writing.

14. Governing Law and Venue. Delaware law governs this Agreement. The Parties consent to exclusive venue in the state or federal courts serving Sussex County, Delaware, and will first attempt in good faith to resolve any dispute through direct discussion.

15. General Terms. This Agreement is the entire agreement regarding the Services. Amendments and waivers must be in a writing signed by both Parties. If any provision is unenforceable, it will be modified only as necessary and the remainder will continue in effect. Electronic signatures and counterparts are effective as originals. Sections intended by their nature to survive termination will survive.

AGREED AND ACCEPTED

HAUCH AERO, LLC	CLIENT
By: _____	By: _____
Name: Jesse J. Hauch	Name: _____
Title: Owner	Title: _____
Date: _____	Date: _____
Email: jesse@hauchaero.com	Email: _____
Notice Address: _____	Notice Address: _____