

# AERO AFFINITY HOLDING CORPORATION

## AERO AFFINITY CARE PROGRAM AGREEMENT

## **ABOUT THE AERO AFFINITY CARE PROGRAM**

The Aero Affinity Care Program is a specialized service designed to provide aircraft owners and operators with comprehensive assistance, expert maintenance, emergency troubleshooting, and peace of mind.

This program is exclusively designed for owners and operators of the following brands: **Tecnam, Montair, Seamax, Aero Adventure, Magnus and Progressive Aerodyne Searey.**

The Aero Affinity Care Program includes regular maintenance check-ups, annual condition inspection, repair warranty coverage for repairs performed by Aero Affinity, priority service, access to trusted repair facilities, expert technical support, detailed maintenance records, preventative maintenance reminders, exclusive benefits, regular newsletters and updates, technical training sessions, cost-saving suggestions, emergency troubleshooting services, comprehensive reports, fuel savings tips, safety and compliance support, referral program, and training at discounted rates.

The premium for the Aero Affinity Care Program is established at 2.5% of the aircraft's evaluated price. The premium can be paid in monthly installments or in full with a 5% discount. The program offer support coverage In case of repairs needed, with a deductible of 2.5% per claim.

The coverage period is one year and is renewable, and is subject to the laws of Florida.

The Aero Affinity Care Program is not intended to replace or serve as a substitute for aircraft insurance. The program is not an insurance policy and cannot be seen as such. Customers are responsible for obtaining and maintaining appropriate insurance coverage for their aircraft.

By enrolling in the Aero Affinity Care Program, customers acknowledge that they have read and understood the terms and conditions of the agreement and agree to be bound by them.

## AERO AFFINITY CARE PROGRAM AGREEMENT

This Aero Affinity Care Program Agreement (the "Agreement") sets forth the terms and conditions under which Aero Affinity LLC ("Aero Affinity") will provide the Aero Affinity Care Program (the "Program") to the enrolled customer ("Customer") for the Customer's owned and operated aircraft (the "Aircraft").

- 1. Scope of Services:** The Program is a specialized service that offers comprehensive assistance, expert maintenance and support, and peace of mind to customers who own and operate aircraft. The Program is designed to provide a range of services to ensure the structural integrity and safety of the Aircraft and its airworthiness.
- 2. Maintenance Services:** Aero Affinity offers, at its facility, regular visual check-ups, ensure the Aircraft is airworthy and in good condition.
- 3. Annual Condition Inspection:** The Program includes the Aircraft's scheduled annual condition inspection (Services and parts not included).
- 4. Discounts:** The customer shall be granted a discount of 10% on all services and products sold by Aero Affinity, calculated based on the retail price.
- 5. Priority Service and Emergency:** Aero Affinity shall provide priority service to Program members, ensuring they receive faster service in the event of a repair need. Aero Affinity shall provide access to trusted repair facilities to ensure customer's Aircraft is repaired by experienced and knowledgeable technicians. In the event of an unexpected issue with the Aircraft, Aero Affinity will provide emergency assistance services, including remote troubleshooting support or in-person assistance if feasible based on geographical location.
- 6. Records and Reminders:** Aero Affinity shall keep maintenance records for the Aircraft enrolled in the Program to ensure all required maintenance is performed in a timely manner. Additionally, Aero Affinity shall provide preventative maintenance reminders to ensure the Aircraft stays in good condition and to prevent the need for unexpected repairs.
- 7. Shared Expense:** In case of necessary repair, the customer's maximum "out-of-pocket" expense shall be a 2.5% deductible of the claim. This means that if the cost of an accidental repair is \$15,000.00, the customer shall only be responsible for paying \$5,000.00, while Aero Affinity shall bear the remaining balance.
- 8. Services Warranty:** Aero Affinity shall provide warranty coverage for services and repairs performed to the Aircraft by Aero Affinity to give the Customer peace of mind that they will not be responsible for unexpected repair costs.

9. **Technical Support and troubleshooting:** Aero Affinity agrees to provide Program members with access to expert technical support to assist with any questions or concerns about their Aircraft. Such support shall be made available in person, over the phone, via video or remote assistance. Additionally, Aero Affinity shall offer technical training sessions to Program members at discounted rates to increase their knowledge and understanding of their Aircraft.
10. **Safety and Compliance Support:** Aero Affinity shall offer support and guidance to help members maintain compliance with all relevant safety regulations, conducting regular safety audits to the aircraft and inspections to identify potential safety risks and taking proactive measures to address them.
11. **Referral Program:** Members have the right to join in a referral program. A deduction of 5% of the Premium paid in form of credit will be granted for every member contact that enrolls in the Program.
12. **Rights to Display aircraft:** The customer is granted the right to display the aircraft at no cost in airshows and exhibitions controlled or sponsored by Aero Affinity, such as the Aero Showcase | DeLand or the LSA Mall at Sun N Fun, in the event that they intend to sell the aircraft covered by this program.
13. **Aircraft Operational Limitations:** Aero Affinity shall not be liable or responsible for any damages, injuries, or losses arising out of or in connection with the use of the aircraft outside of its operational limitations or due to reckless piloting. The customer shall be solely responsible for ensuring that the aircraft is used in accordance with all applicable regulations, guidelines, and limitations. The customer shall indemnify and hold Aero Affinity harmless from any and all claims, liabilities, damages, or losses arising from the customer use of the aircraft in violation of this agreement or applicable regulations. Aero Affinity shall not be responsible for any costs or expenses incurred by the customer or any third party as a result of such use.
14. **Non-Insurance Program:** The Aero Affinity Care Program is not an insurance policy. Aero Affinity does not provide insurance and this Program should not be construed as such. The Program is designed to provide specialized services and benefits to ensure the safe operation and maintenance of the Customer's Aircraft.
15. **Premium:** The customer shall pay an annual premium for the Program services, which shall be calculated as 2.5% of the evaluated price of the aircraft and paid on a monthly basis. A discount of 5% applies to the yearly premium if paid in full.
16. **Term and Termination:** This Agreement shall commence on the date the Customer enrolls in the Program and shall continue for one year, automatically renewing for successive one-year

periods unless either party provides written notice of termination at least thirty (30) days prior to the end of the then-current term.

- 17. **Governing Law:** The parties agree that any amendment to this agreement has to be in written, and that any dispute or difference arising from this agreement shall be submitted to arbitration in accordance with and subjects of the laws of Florida, without regard to its conflict of law provisions.
- 18. **Entire Agreement:** This agreement constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, negotiations, representations, and warranties, whether written or oral, relating to the subject matter of this agreement.
- 19. **Modification:** This agreement may only be modified by written agreement executed by both parties.
- 20. **Signature and Date:** Both parties hereby agree to the terms and conditions set forth in this agreement and such is demonstrated by the signatures below:

**NAME**

**NAME**

Customer

Aero Affinity Holding LLC