

## PILOT SERVICES CONTRACT OF GLOCALEDGE DRONES INTERNATIONAL

**THIS PILOT AGREEMENT OF GLOCALEDGE DRONES INTERNATIONAL** – ("Agreement"), dated August 1, 2019, is between **GlocalEdge** Drones International & **GlocalEdge** Drones U.K. & Europe ("**GlocalEdge**") and Nikoways Inc. ("**Nikoways**")

**GlocalEdge** hereby engages **Nikoways** to provide services to **GlocalEdge** International, which will include aerial services using unmanned aircraft systems ("UAS") or ("Drone") and other related equipment in a maritime environment.

Pursuant to the Agreement, **GlocalEdge** hereby grants **Nikoways** a license to operate one set of **GlocalEdge** owned Aircraft, Payload and related equipment on Appendix "B" (together, the "**GlocalEdge** Equipment:").

### **1. Terms and Conditions**

1. **Nikoways** will work independently to execute on the projects sourced via **GlocalEdge** International to provide inspection services to stated **GlocalEdge** clients ("**Nikoways** Projects").
2. **GlocalEdge** International will be responsible for all client relationships, contracts, marketing, sales and data processing.
3. **Nikoways** is responsible for all of its on-going pilot training, pilot services, insurance requirements (as detailed in Clause 4 - Insurances), upkeep and maintenance of all **GlocalEdge** Equipment. **Nikoways** will deploy pilots trained to operate **GlocalEdge** Equipment; as well as standard equipment for optical ensuring the requisite standards of quality are achieved on all **Nikoways** Projects. **GlocalEdge** professionals will retain rights of oversight to ensure such standards are maintained on an ongoing basis.
4. **Nikoways** will be working primarily in the provision of services to **GlocalEdge** clients in the Wind Turbine industry using **GlocalEdge** Equipment. **GlocalEdge** may also ask other services to be provided by **Nikoways**.
5. This Agreement will be in effect for a three-year period beginning on February 11, 2019 unless terminated pursuant the provisions of the Agreement. The Agreement will be automatically extended for one-year intervals (at no additional cost to **Nikoways**), unless written notice is given by either Party within 60 days of the contract termination date.
6. Any attempt to circumvent contractual agreements between **GlocalEdge** International and an **GlocalEdge** International client will result in immediate cancellation and forfeit of Agreement without refund. **Nikoways** will be penalized for such instance damaged incurred to **GlocalEdge** in future sales, **GlocalEdge** cost to recover from such instance and all legal fees. Any revenues obtained by **Nikoways** via such an activity will be paid in full to **GlocalEdge** International.

7. The use of ‘recreational’ drugs or alcohol by **Nikoways** (or any affiliated company, organization, representative or individual assigned by **Nikoways** to undertake **Nikoways** Projects) prior to or during works for **GlocalEdge** is absolutely forbidden. In the event of any member of **Nikoways** or any of its aforementioned representatives tests positive for illegal substances, drugs or alcohol whilst undertaking the **Nikoways** Projects or any other work for **GlocalEdge**, this Agreement will be terminated with immediate effect. Any losses incurred by **GlocalEdge** as a result of such an event will be paid in full by **Nikoways**. (In this instance ‘losses’ refers to direct income as a result of the loss of a specific contract for works as well as future income if any or all **GlocalEdge** Client agreements are terminated as a result of such an action).
8. All data services will be provided and delivered directly to the **GlocalEdge** clients, by **GlocalEdge** serviced by **Nikoways**.
9. All client service work undertaken by **Nikoways** professionals at a client site will be carried out with appropriate PPE clothing and equipment displaying **GlocalEdge** logos / branding. As the **GlocalEdge** service provider, **Nikoways** is also permitted to include their branding alongside that of **GlocalEdge**.
10. **Nikoways** will perform ongoing operational maintenance and cleaning of all **GlocalEdge** Equipment consistent with standards to be provided by **GlocalEdge**. **GlocalEdge** can recall equipment at any time. Equipment can only be used for **GlocalEdge** Projects.
11. **Nikoways** must adhere to customer contract inspection specifications that will be provided by **GlocalEdge**. **Nikoways** will be paid on client accepted project deliverables. **GlocalEdge** retain full monitoring rights to ensure competent execution of any works undertaken by **Nikoways** at a client location.

## **2. Termination Provisions**

This is an independent Agreement. Each party has invested commitment into this relationship thus the termination process if executed, should be mutually agreed unless for good cause. Each party will have 6 months to give a written notice in case of termination. A proper and satisfactory transition of any current or active clients will have to be completed before the last payment can be released and the Agreement can effectively be terminated. The changes to this Agreement must be delivered in writing to the other party as follows:

If to **GlocalEdge**:

Glocaledge Consultants Pvt. Ltd.  
House Number 65 GAIL  
Varanasi, Uttar Pradesh  
India, 233304  
Attn: **Manish Tee**, Service provider  
Phone: 9990301399  
Email: manish68020@gmail.com

If to **Nikoways**:

Nikoways Inc.  
B93B Sector 2  
Ayn Tamushanat, Ayn Tamushanat  
Algeria, 201301  
Attn: **Pilot 7**, CFO  
Phone: 9990301399  
Email: [pilot1@gmail.com](mailto:pilot1@gmail.com)

### **3. Fees / Payments**

See Appendix "A"

Appendix "A" pricing is for standard project and may change based on client negotiations, which will be discussed in advance.

Payment is made to **Nikoways** within 30 days of **GlocalEdge**'s receipt of payment from the Client.

**If GlocalEdge Equipment is not maintained properly, and GlocalEdge Drones incurs any expenses to inspect and/or fix any GlocalEdge Equipment that has been in the care of Drone Contrast there will be a charge back to Drone Contrast to cover all the expenses.**

### **4. Insurances**

**GlocalEdge** will pay monthly insurance payments within 30 days, upon receipt of invoice. This will cover **GlocalEdge** Equipment only used by **Nikoways** Pilots for **GlocalEdge** clients.

### **5. Intellectual Property (IP) Security Protocol**

1. Access to **GlocalEdge** Equipment (including but not restricted to Aircraft, Sensors and associated equipment) to be granted on request at any time withstanding reasonable notice has been provided of 24 hours or more. (Storage Facilities for the hardware must be owned by **Nikoways**, its Directors or Shareholders). If the **GlocalEdge** Equipment is to be stored by a third party, that party too must execute this Agreement to allow access and a further warranty agreement supported by capital or insured guarantee to the same effect as **Nikoways**.
2. The **GlocalEdge** Equipment or any of the Sensory equipment may not to be tampered with at any time.
3. **Nikoways** hereby agrees that no discussion or communication written or otherwise with any 'non-associated' individual or party with regards to the **GlocalEdge** Equipment or its underlying technology, or **GlocalEdge**'s inspection techniques (other than from a sales capacity) shall take place.

4. Any breach of IP Security protocol will result in the Agreement being revoked and **GlocalEdge** Equipment being returned at cost of **Nikoways** with no return of fees paid to date.

#### **6. Right to Clients, Potential Clients, Sales Pipeline and Work Product**

All Clients, Potential Clients, Sales Pipeline and Work Product developed, generated or produced by **Nikoways** will be owned by **GlocalEdge**. "Work Product" as used herein means all data, ideas, developments, disclosures, or other information collected, created, or developed by or for **Nikoways** in connection with the Services.

#### **7. Confidentiality**

**Nikoways** will hold and maintain in strictest confidence all proprietary and trade secret information, Work Product and all other information which **Nikoways** obtains or develops in the performance of this Agreement. (collectively, "Confidential Information"). The following is not Confidential Information: (a) information which is in the public domain; (b) information which, after disclosure by a third party, becomes part of the public domain by publication or otherwise; (c) information which was in **Nikoways** possession at the time of disclosure and was not acquired directly or indirectly from **GlocalEdge**; (d) information which **Nikoways** receives from a third party, provided that such information was not obtained by the third party unlawfully or, directly or indirectly, from **GlocalEdge**; and (e) information which is required to be disclosed pursuant to an order of a governmental agency or court of competent jurisdiction.

#### **8. Complete Agreement; Amendment**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto. This Agreement cannot be modified except by an agreement in writing signed by both parties and specifically referring to this Agreement.

#### **9. Indemnification; Limitation of Liability**

**Nikoways** agrees to defend, indemnify, and hold **GlocalEdge**, and its officers, agents, and employees harmless for, from and against all costs, expenses, and losses (including reasonable attorneys' fees and costs) arising from any third-party claim brought against **Nikoways** activities or actions. arising from or any of its officers', employees', agents' or representatives' **GlocalEdge** agrees to defend, indemnify, and hold harmless **Nikoways**, and its officers, agents, and employees harmless for, from and against all costs, expenses, and losses (including reasonable attorneys' fees and costs) arising from any third-party claim brought against **GlocalEdge** arising from or related to **Nikoways**, or any of its officers', employees', agents' or representatives' activities or actions.

#### **10. Successors and Assigns**

**Nikoways** shall not assign its rights and/or obligations or delegate its duties under this Agreement, and any attempted assignment or delegation shall be void. This Agreement and all

the terms and provisions hereof will be binding upon, and will inure to the benefit of, the parties hereto, and their respective successors and, in the case of **GlocalEdge**, assigns. In the event that **Nikoways** expresses an interest in selling their business or assigning a manager, **GlocalEdge** retains the right to perform due diligence, to assess the suitability of the company / candidate and give written permission, before successors are assigned.

#### **11. Non-Solicitation**

**Nikoways** promises and agrees that during the term of this Agreement and for a period of Six (6) months following the termination of this Agreement for whatever reason, **Nikoways** will not, anywhere in the United States, directly or indirectly, whether as employee, consultant, owner, partner, officer, shareholder, member or in any other capacity for its account or for the benefit of any third person or entity with which **Nikoways** is, or becomes, associated with will not solicitate any of **GlocalEdge** client, employees, other any other professionals associated with **GlocalEdge**.

#### **12. Non-Compete**

**Nikoways** will not compete in the services that **GlocalEdge** provides within the Aerial UAV industry Whilst the Licensee is contracted under this Agreement and for a period of Six (6) months following the termination of this Agreement irrespective of the reason for termination.

#### **13. Governing Law**

This Agreement is made in London, United Kingdom and shall be governed by the substantive provisions of the United Kingdom law.

#### **14. Survival**

The expiration or earlier termination of this Agreement shall not affect the provisions of Paragraphs 5, 6, 7, 8, 9, 10, 11, 12 and any other provision of this Agreement which is expressly or by implication to survive such expiration or earlier termination for a period of Six (6) months following the termination of this agreement irrespective of the reason for termination.

If the terms and conditions of this Agreement are satisfactory, please sign the duplicate copy of this letter and return to **GlocalEdge**.

**GlocalEdge**

**Manish Tee**, Service provider

Date: August 1, 2019

Tom Wiernikowski, Director of Operations

Date: August 1, 2019

Ethereum account: 0x7e161d9d7a5578019ea0ee4d77685d8e0ddcf9f6

**Nikoways**

**Pilot 7, CFO**

Date: August 1, 2019

Ethereum account: 0x073dcbe280ade0eada446a46877d460e7a7ad813

**GLOCALEGE WIND VUE PILOT / CAM-OP RATES (TO GLOCALEGE)****JB – Nikoways Appendix A**

Version	1.2	<b>Notes</b> The cost below represents costs to <b>GlocalEdge</b> for pilot services. Pricing is for standard project and may change based on client negotiations, which will be discussed in advance. All figures are <b>EXCLUSIVE</b> of travel & accommodation / subsistence expenses to be billed at cost. All attempts should be made to keep costs to an absolute minimum. Travel by own vehicle is expenses at £0.45 Pence per mile. NB: ROV offshore pilots +/- £430 per day) Offshore = Onshore + 25% - MOB & DEMOB & Standby costs will be available when offered by the client.
Date	13/02/2019	
Operations	UK	
Author	TW	

**Flight operations (THERMAL)**

Operation Type	Per day (PIC)	Per day Cam/Op	Per WTG (PIC)	Per WTG -per crew (PIC & Cam Op)	Remarks
Onshore	£ N/A	£ N/A	£ N/A	£ 175.00	PIC & Cam Op (Combined)
Standby Onshore	£ 100.00	£ 100.00	£ N/A	£ N/A	£100 per day per crew member
Offshore	£ N/A	£ N/A	£ N/A	£ 218.75	PIC & Cam Op (Combined)
Standby Offshore	£ 125.00	£ 125.00	£ N/A	£ N/A	£ 125 per day per crew member

**Flight operations (OPTICAL ONLY)**

Operation Type	Per day (PIC)	Per day Cam/Op	Per WTG (PIC)	Per WTG -per crew (PIC & Cam Op)	Remarks
Onshore	£ N/A	£ N/A	£ N/A	£ 175.00	PIC & Cam Op (Combined)
Standby Onshore	£ 100.00	£ 100.00	£ N/A	£ N/A	£100 per day per crew member
Offshore	£ N/A	£ N/A	£ N/A	£ 218.75	PIC & Cam Op (Combined)
Standby Offshore	£ 125.00	£ 125.00	£ N/A	£ N/A	£ 125 per day per crew member

**MOB – DEMOB costs**

Description	Per hour (PIC)	Per hour (Cam-Op)	Per day (PIC)	Per day (Cam-op)	Remarks
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Travel time costs (Per hour / Per day)	£ 12.50	£ 12.50	£ 100.00	£ 100.00	Travel time only
Mileage allowance	N/A	N/A	N/A	N/A	Charged @ £0.45 per mile
Meals subsistence allowance	N/A	N/A	£ 30.00	£ 30.00	To provide receipts – reimbursed at cost
Hotels (Per person per night – up to)	£ N/A	£ N/A	£ 85.00	£ 85.00	To provide receipts – reimbursed at cost

### Appendix B Equipment

Equipment:	Each:
Broken M600	2 arms and the undercarriage
Batteries for M600 of the 12 3 are u/s	2 sets
Inspire	1 Drone
Batteries for Inspire 1	3 Batteries
New Weller soldering station	To be returned its 110v!
Hand Tools	A few
2 x Camera mount for M600	
Windvue drone comprising of	
The Drone	
Gremsy Gimbal & 3 Batteries	
Thermal / RGB Camera (Prototype Housing)	
4 x sets of drone batteries	(2 batteries per set 12000mA/H 6S) 8 batteries in total
2 x Jeti Transmitters	
2 x Lilliput Screens	
2 x Powerbank to power the screen	
1 x Peli case for drone	
1 x Peli case for ancillaries	
1 x Mains PSU for charging	
1 x DUO 2 Charger	
1 x Set of chargers for Gremsy Gimbla, Jeti Tx, Power Banks	