MEMORANDUM OF UNDERSTANDING

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

From: Dan Sloat, AAMI Founder

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) sets forth the terms and conditions of an agreement between the Advanced Air Mobility Institute, Inc. (“AAMI”), an American non-profit based in Boston, MA, United States, and \_\_\_\_\_\_\_\_\_\_ (“Collaborator”), an organization based in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Collaborator’s stated mission is to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. AAMI and Collaborator may be referred to as “Party” or collectively as “Parties” in this Memo.

1. AAMI expresses interest in establishing a mutually beneficial collaboration with Collaborator named above. As a 501(c)(3) non-profit, AAMI welcomes charitable donations to support its mission to educate & advocate for the broadest public benefit through the advanced air mobility ecosystem globally. However, this MOU in no way establishes an obligation of financial payment from Collaborator to AAMI, nor from AAMI to Collaborator.

2. AAMI finds the values and principles espoused by Collaborator to be largely, if not entirely, aligned with the AAMI mission and seeks to leverage the knowledge, insights, and ideas of Collaborator to promote shared goals. By signing below, Collaborator agrees to maintain open communications with AAMI and make a good faith effort to avoid actions that are counterproductive to the stated mission of AAMI, at least where reasonably foreseeable. Further, this MOU in no way establishes an obligation of time commitment from Collaborator to AAMI, nor from AAMI to Collaborator.

3. The Parties hereby agree to prioritize this effort and maintain transparency about their capacity to contribute in meaningful ways. The specific project of collaboration is as follows:

4. Project success is defined as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This MOU will last for a full calendar year from the Effective Date and may be mutually renewed on an annual basis.

5. This MOU is not legally binding to either Party. Collaborator will voluntarily provide a logo for inclusion on the AAMI website and listed as a partner with link to their website where applicable. This professional relationship is ‘at will’ meaning either Party can request dissociation at any time and AAMI has five (5) calendar days to remove Collaborator from the website.

6. Both Parties attest that they are in good standing and compliance with their respective jurisdiction and will promptly disclose any information that is likely to have a negative impact on the other Party by association from a public relations perspective. The intent here is to give each Party sufficient notice to craft a strategic response and preserve their good will with the general public.

7. Moreover, this MOU will not be construed to establish exclusivity between the Parties for any period of time. Both Parties have ten (10) calendar days to consider the terms and sign below. The MOU automatically terminates after that period without mutually executed signatures and reference dates.

8. The signatories of this MOU below affirm that they are the duly authorized representatives of their respective Party and have authority to enter into this MOU.

9. This MOU embodies the understanding of the Parties regarding the subject matter hereof. No amendment or supplement to the MOU shall be binding or effective unless it is in writing and signed by both Parties. Neither Party shall assign in whole or in part its rights or obligations under this MOU without the written consent of the other Party. The validity and interpretation of this MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of Oklahoma. In the event of any dispute arising out of or relating to this MOU, the Parties consent to the exclusive jurisdiction of Oklahoma County, Oklahoma, United States for the purposes of resolving said dispute. The prevailing Party shall be entitled to recover reasonable attorney fees and costs. If it is found by a court of competent jurisdiction that any term or provision is invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect.

**SIGNATURES:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(aka Collaborator)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

 Title:

Advanced Air Mobility Institute, Inc.

(aka AAMI)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Daniel C. Sloat

Title: Founder & President