

SALES REPRESENTATION AGREEMENT

This sales representation agreement, hereinafter referred to as agreement, is by and between

Flying Tiger Company, hereinafter called FTC, a corporation of the State of Washington (USA), with its head office at 9530 Aurora Avenue N, Seattle WA 98103, USA,

and

....., hereinafter call Representative, a company with its head office at

WHEREAS, FTC is in the business of the provisioning and distribution of aircraft parts and services to the aviation industry; and

WHEREAS, Representative desires to be the sales representative for FTC in order to market and sell the Products of FTC to Customers in the Territory.

IT IS THEREFOR AGREED AS FOLLOWS:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings unless otherwise indicated:

- (a) “*Goods*” shall mean all PARTS marketed, either currently or at any time during the term of the Agreement, by FTC or any of its affiliates.
- (b) “*Services*” shall mean all services supplied, providing or performed by FTC, either currently or at any time during the term of this agreement.
- (c) “*Products*” shall collectively mean, Goods and Services.
- (d) “*Customer*” shall mean any airline that has its head office or principal business in the Territory.
- (e) “*Territory*” shall mean, Libya.
- (f) “*Sale*” or “*Sales*” shall mean any customer purchase order or sales contract confirmed by FTC pursuant to this Agreement, during the term of this Agreement, which results in the delivery of Products to Customer.
- (g) “*Commission*” shall mean the monetary remuneration as set forth in article 5 paragraph C.

2. APPOINTMENT

- (a) FTC hereby appoints Representative as its sales representative for the sale of the Products to Customers in the Territory

(b) Representative hereby accepts the appointment as a sales representative of FTC for the sale of Products to Customers in the Territory.

3. TERMS OF THE AGREEMENTS

This agreement shall commence on the Effective Date and shall continue for a minimum period of six (6) months and will be automatically renewed thereafter every six (6) months unless terminated pursuant to the provisions of paragraph 7 hereof or just verbally terminated due to the lack of the agent producing orders or collecting on our invoices.

4. RESPONSIBILITIES

(a) Representative agrees:

- i.) To search for new opportunities and obtain orders from customers.
- ii.) To abstain from entering into any sales representative or distributor agreement with a third party for the sale of any Products that competes with FTC's Products.
- iii.) To provide, upon FTC's reasonable request, general advice to FTC concerning business practices in the Territory.
- iv.) To participate in negotiations between FTC and Customers concerning the Products.
- v.) To assist FTC in the planning of marketing strategy for the sale of the Products in the Territory.
- vi.) To assist FTC in collecting past due payments as deemed necessary.

(b) FTC agrees:

- i.) To respond promptly to all requests for marketing, sales, and technical information made by Representative and, at no charge to Representative, furnish reasonable quantities of literature, technical data, and publications relating to the Products for the purpose of assisting Representative in promoting the sales of the Products within the Territory.
- ii.) To quote and invoice Representative directly and to provide copies of these quotes and invoices to Customer if desired.
- iii.) To inform Representative of all orders, requests for quotes, inquiries, and other correspondence received by FTC for Products from Customers in the Territory.
- iv.) To fully cooperate with Representatives in all matters that would assist Representative to undertake effectively his duties.

- v.) To prepare, verify and send to Representative a commission account statement within 5 days when Representative requests it.

5. COMMISSIONS

- (a) FTC shall pay to Representative, a commission pursuant to article 5 paragraph C, in full consideration of services rendered.
- (b) FTC agrees to pay to Representative commissions for all orders for sales confirmed by FTC prior to the termination of this Agreement for which payment is made subsequent to the termination of this Agreement and for all orders and sales which are confirmed by FTC within three (3) months from the effective date of termination of this Agreement provided that Representative has effectively participated in promoting the Products subject to those particular orders.
- (c) The commission is 5 % of the net sales price, exclusive of freight, transportation, insurance, taxes, and discounts, returned goods, credit allowances, brokerage or other ancillary costs. FTC shall pay the commission to Representative, in the same currency in which each sale is made, within ten (10) days after FTC has received full payment from Customer. The commission shall be paid via check or wire transfer, as per the preference of the Representative.

6. LAWS AND REGULATIONS

Since FTC is subject to the rules and regulations of the Government of the State of Washington and of the United States of America and their agencies, FTC and Representative shall not collaborate on any activity that is in violation of these regulations.

7. COMPLIANCE WITH LAW

In performing this Agreement, Representative will comply with all applicable laws, rules and regulations both of the United States relative to domestic and export sales as well as any country in the Territory in which Representative's activities are to be performed. Representative will be knowledgeable and comply with all United States export laws and regulations, which may be applicable, and specifically with respect to providing information to FTC regarding proposed end use of FTC products and the identity of end users. Representative recognizes that FTC is not familiar with the laws, rules, regulations, policies and customs of any country in the Territory and that FTC has entered into this Agreement with Representative in material reliance on the following representations made by Representative that:

- 7.1 Neither this Agreement, the relationship created hereby, nor the performance hereof, is contrary to current laws, rules, and regulations of any country in the Territory.
- 7.2 Representative represents that it is free to contract with FTC to perform the services contemplated by this Agreement; that such contract of performance hereunder will not violate any agreement, fiduciary obligation, or restrictions to which Representative may be subject; and that no portion of the commission paid of payable there under will be used by Representative to improperly influence the sale Products. Representative hereby represents that it is aware of the United States Foreign Corrupt Practices Act (“FCPA”) 15 U.S.C.A. SS 78dd-2 and that it will take no action in carrying out their duties under this Agreement that will be in violation, or cause FTC to be in violation, of the FCPA.

8. TERMINATION AND RENEWAL

- (a) This Agreement may be terminated by an agreement in writing duly signed by the parties hereto or verbally by FTC or any of its officer.
- (b) Either party may terminate this Agreement upon the breach or default of any of the material terms hereof by the other party if such breach or default has not been remedied within thirty (30) days of the receipt of written notice of such breach or default, provided, however that in the event that bankruptcy, receivership or other insolvency proceedings are instituted by or against one of the parties, then the other party may terminate this Agreement immediately.
- (c) Neither FTC nor Representative shall, by reason of the termination or non-renewal of the Agreement, be liable to the other for compensation, reimbursement or damages on account of the loss of prospective profits on anticipated sales, or on account of expenditures, investments, leases or commitments in connection with the business or good will of FTC or Representative, except that any termination pursuant to article 7 paragraph B shall not prejudice any rights for damages or equitable relief which is due or owed to the non-breaching party as a result of the breach.
- (d) This Agreement shall be automatically renewed for periods of six (6) months unless either party, no later than sixty (60) days prior to the termination date of the renewal term thereof, notifies the other party in writing or verbally that it does not desire to renew the Agreement, then this Agreement shall terminate on the termination date.

9. TRADEMARK

Representative agrees not to use any trademarks or trade names owned or used by FTC in any way whatsoever, for any purpose other than selling the products hereunder, except by written consent of FTC.

10. LAW AND ARBITRATION

This agreement shall be governed by the laws of the State of Washington, U.S.A. All disputes, controversies or differences that may arise between the parties, out of or in connection with this Agreement, or for the breach thereof, shall be finally settled by arbitration. The arbitration shall be held in Seattle, WA, U.S.A. and conducted in accord with the Rules of Conciliation and Arbitration of the International Chamber of Commerce.

11. ASSIGNMENT

This Agreement shall be binding upon the parties hereto and their successors, but shall not otherwise be assigned in whole or in part by either party without the consent of the other.

12. NOTICES

Any notice provided for under this Agreement shall be deemed effective when delivered in person or twenty (20) days after the deposit in the mail by registered mail, postage prepaid and addressed to the party listed as the signatory of the Agreement, or to such different addresses as either party may designate in writing to the other pursuant to this paragraph.

Flying Tiger Company
9530 Aurora Avenue N.
Seattle, WA 98103
Fax: 1-206-922-2257
Phone: 1-206-922-2228

13. ACT OF GOD

Neither party hereto shall be liable to the other party for loss, injury, delay, damages or other casualties suffered or incurred by any other party due to Governmental regulation or direction, outbreak of a state emergency, act of God, accidents on transportation and any other similar cause beyond the reasonable control of the parties.

14. ENTIRE AGREEMENT

The terms and conditions herein contained constitute the Entire Agreement between the parties hereto and supersede all prior oral or written agreements between the parties concerning the subject matter set forth herein. No agreement or understanding varying or extending the same shall be binding upon either party or authorized office thereof.

15. SEVERABILITY

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or illegality without invalidating the remaining provisions in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement:

By: _____

By: _____

Name: Mike M'Rabet

Name:

Title: President and CEO

Title:

Date:

Date: