

AGREEMENT

BETWEEN

GALAXY AEROSPACE (M) SDN. BHD.

(Company No: 1040262-D)

AND

SAZMA AVIATION SDN BHD

(Company No : 474089-P)

FOR MAINTENANCE SUPPORT AGREEMENT



Agreement Reference: **GALAXY/SAZMA/MSA/10-18/001**

MAINTENANCE SUPPORT AGREEMENT

This Agreement is entered into as of the ___ day ~~of~~ **17 SEP 2021** between GALAXY AEROSPACE SDN BHD ("**COMPANY**") and SAZMA AVIATION SDN BHD ("**CLIENT**").

1. MAINTENANCE SUPPORT

Subject to the terms and conditions of this Agreement, **CLIENT** hereby engages **COMPANY** to provide Maintenance Support and the **COMPANY** hereby accepts such engagement. The Rate and General Term and Condition will be in accordance with **Appendix A**.

2. TERM AND CHARGES

The rate for the services rendered pursuant to this agreement in accordance with **Appendix A**. **COMPANY** will issue an Invoice after completion of the service each month and **CLIENT** will pay the **COMPANY** within 5 working days.

Payment of 1 Month Deposit is required prior start job for any long term job arrangement. Long term job arrangement denotes services that take more than 10 working days in the period of 1 month.

3. DURATION

This engagement shall commence upon execution of this Agreement and shall continue in full force for one (1) year. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

4. AIRCRAFT DOCUMENTATION

The **COMPANY** is required to record and certify his work on paper work issued by the **CLIENT** and to return all documentation and certification related to the performance of the services back to the **CLIENT** upon completion.

5. CONFIDENTIALITY

The **COMPANY** acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the **CLIENT** and/or used by the **CLIENT** in connection with the operation of its business including, without limitation, the **CLIENT**'s business and product processes, methods, customer lists, accounts and procedures. The **COMPANY** agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the **CLIENT**.

All files, aircraft records and documents, technical publication, aircraft specifications, information, letters, notes, and similar items relating to the business of the **CLIENT**, whether prepared by the **COMPANY** or otherwise coming into [his or her] possession, shall remain the exclusive property of



the **CLIENT**. The **COMPANY** shall not retain any copies of the foregoing without the **CLIENT**'s prior written permission.

Upon the expiration or earlier termination of this Agreement, or whenever requested by the **CLIENT**, the **COMPANY** shall immediately deliver to the **CLIENT** all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control.

The **COMPANY** further agrees that [he or she] will not disclose [his or her] retention as an independent **COMPANY** or the terms of this Agreement to any person without the prior written consent of the **CLIENT** and shall at all times preserve the confidential nature of [his or her] relationship to the **CLIENT** and of the services hereunder.

6. CONFLICTS OF INTEREST; NON-HIRE PROVISION

Both parties shall not, directly or indirectly hire, solicit, or encourage leaving the **COMPANY**'s employment, the other party's employee within the duration of this agreement unless mutually agreed by both party.

7. TERMINATION

Both parties may terminate this Agreement at any time by 30 working days "written notice". In addition, if the **COMPANY** is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the **CLIENT**, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the other parties at any time may terminate this agreement immediately and without prior written notice.

8. INDEPENDENT COMPANY

The **COMPANY** is and will remain an independent in [his or her] relationship to the **CLIENT**. The **CLIENT** shall not be responsible for withholding taxes with respect to the **COMPANY**'s compensation hereunder.

The **COMPANY** shall have no claim against the **CLIENT** hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

9. SUCCESSORS AND ASSIGNS

All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.



10. CHOICE OF LAW

The laws of the state of [Malaysia] shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

11. ARBITRATION

Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Malaysia, and the judgment upon award may be entered in any court having jurisdiction thereof.

12. HEADINGS

Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

13. WAIVER

Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

14. ASSIGNMENT

The **COMPANY** shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the **CLIENT**.

15. MODIFICATION OR AMENDMENT

No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

16. ENTIRE UNDERSTANDING

This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.

17. UNENFORCEABILITY OF PROVISIONS

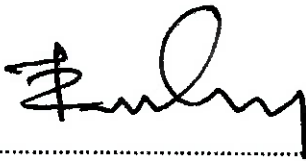
If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.



IN WITNESS WHERE OF, the parties here to (COMPANY and CLIENT) acting through their respective duly authorized representative, have caused this agreement to be executed as of the date first set forth above.

SAZMA AVIATION SDN BHD
(CLIENT)

GALAXY AEROSPACE (M) SDN BHD
(COMPANY)



(Signature)

Name: RODNEY LINUS
Title: CHIEF EXECUTIVE OFFICER
SAZMA AVIATION SDN. BHD.
Date: 15/9/2021
Reg. No. 199801017960 (474089-P)



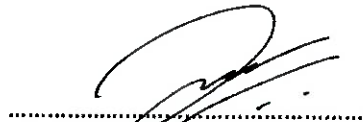
(Signature)

Name: DATO' SHAMSUL KAMAR BIN SAMBUDIN
Title: 750531-06-8000
MANAGING DIRECTOR
Date: 17/9/2021
GALAXY AEROSPACE (M) SDN. BHD. (1040262-D)



Witnessed by:

Name: MOHD AZHAR AHMAD
Title: CAM
Date: 15/9/2021



Witnessed by:

Name: NIK MOHD FAREEZ BIN AUDDIN
Title: Commercial Manager
Galaxy Aerospace (M), Sdn Bhd (1040262-D)
Date: 17/9/2021

RATES AND GENERAL TERM AND CONDITION

A1. GAM RATE AT KLANG VALLEY (GAM'S HANGAR)		
Item	Descriptions	Rate (RM)
Maintenance Services	Maintenance Services, which includes: <ul style="list-style-type: none"> • Labour to perform Scheduled Maintenance • Labour to perform Unscheduled Maintenance 	RM10,000.00 per month
Hangarage Services and Office Space	Hangarage Services during GAM Normal Working Hours (Monday to Friday) inclusive: Aircraft Tow-Out Aircraft Push Back Basic Aircraft Cleaning – Exterior & Interior Refuelling (excluding fuel charges)	RM 8,000.00 per aircraft per month
	Office Space inclusive of: Electricity and water consumed within GAM area.	RM 2,000.00 per month
A2. OFF BASE RATE (OUTSIDE SZB)		
Item	Descriptions	Rate (RM)
Off Base Services	Travel Cost including Flight Ticket and Hotel (Ad-Hoc Basis)	As actual
	Toll / Mileage (Ad-Hoc Basis)	As actual Mileage rate is RM1.00/km (subject to prevalent fuel price)
	Daily Charges : GAM will absorbed Travel Cost including Flight Ticket and Hotel. (Within Malaysia). Note: 1. GAM will absorbed Travel Cost for manpower engagement more than five days. 2. For long term engagement,	RM 2,400.00 / man day (1 x LAE) - One Day RM 2,200.00 / man day (1 x LAE) - More than One Day RM 1,400.00 / man day (1 x Support Staff) Each long term engagement



	every 7 th day of the week, GAM will conduct change of shift where manpower(s) coming in and manpower(s) going out will be overlap for one day.	(more than One Day) will be under written mutual arrangement prior commence work.
A3. OVER & ABOVE RATE		
Item	Descriptions	Rate (RM)
Labour Rate	Skilled Man Hour	RM 350.00 per hour
	Aircraft Inspection and Checks	To be quoted separately based on Skilled Man Hours. Parts, Consumable, and tools not supplied
	Duplicate Inspection	RM 350.00
	Certificate of Release to Service	RM 500.00
Logistic Handling	Aircraft parts and materials handling	To be mutually agreed
Audit	Quality Assurance/Safety Audit	RM 1,500.00 / day
CAMO, Technical Services, Weighing and Design Office Work	Man Hours	To be quoted separately based on complexity and upon evaluation.
Spares, Consumables and Equipment	Supply	Actual + 10% if arranged by GAM
Other Specialized Task	Services (e.g : Non Destructive Testing, Aircraft Painting)	Actual + 10% if arranged by GAM
Overtime Work	Outside GAM Working Hours / Saturday / Sunday / Public Holiday Note: Overtime is not applicable for Off-Bases Services.	Will be charge hourly (Additional 50% Skilled Man Hour)

Normal Working Hours for GAM is 0830H to 1730H, Monday to Friday. In the event of working outside GAM normal working hours and Public Holidays, the Overtime Work will be charged as Over and Above.

