**Agreement Reference:**

# SUPER LYNX TECHNICIAN SUPPORT AGREEMENT

This Agreement is entered into as of the **1st** day of **October**, **2021,** between **OSMAN BIN MD SAAT (670101-01-9783)** and **GALAXY AEROSPACE (MALAYSIA) SDN BHD**, also known as GAM.

1. **Super Lynx Technician Support.** Subject to the terms and conditions of this Agreement. GAM hereby engages **OSMAN BIN MD SAAT** to provide Super Lynx Technician Support to perform the services under GAM Company Approval Certificate set forth herein, and the personnel hereby accepts such engagement.
2. **Term and Charges.** The rate for the services rendered pursuant to this Agreement shall be agreed upon prior each work as where and when the Super Lynx Technician is available. The rate for designated work will be prorated calculation, based on time taken to complete the work.

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|  | **Description** | **Rate** |
| a. | Type Rating Retainer Fee | RM 1,500 monthly |
| b. | Designated Work (Zonal Inspection, Wiring and Bonding Check, etc) | RM 6,000 monthly |

1. **Designated Work.** The Super Lynx Technician will be given 30 days notification upon commencing of any designated work, and he/she shall commit the task as per planned by GAM. For any excuses, the Super Lynx Technician shall submit an official request to Senior Maintenance Manager for approval. During the performance of designated work, he/she shall report and fully answerable to Senior Maintenance Manager.
2. **Working Hours.** The designated work shall be commenced according to GAM’s official working hours; 48 hours/week or 192 hours/month. Under certain circumstances, the Super Lynx Technician required to work extra hours to meet completion target. The Super Lynx Technician entitled for off day for any public holidays gazetted by State Government of Perak and Federal Government.

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|  | **Description** | **Time** |
| a. | Working Hour (Monday - Saturday) | 8.30 am - 5.30 pm |
| b. | Lunch Hour (Monday - Thursday & Saturday) | 1.00 pm - 2.00 pm |
| c. | Lunch Hour (Friday) | 12.30 pm - 2.30 pm |

1. **Place of Work.** The Super Lynx Technician shall perform the designated work at Squadron 501 Hangar, Pangkalan TLDM Lumut. However, the Super Lynx Technician shall adhere to any changes of Place of Work as agreed between GAM and RMN.
2. **Dress Code.** During the performance of designated work, the Super Lynx Technician will be provided with suitable working attire by GAM.
3. **Training.** The Super Lynx Technician is required to attend compulsory courses as provided by GAM. The Super Lynx Technician shall be notified at least 30 days upon course execution.
4. Company Procedure Course
5. Human Factor Course
6. TAMM Course
7. Safety Course
8. Super Lynx Refresher Couse
9. **Personnel Assessment.** The Super Lynx Technician will be assessed by Senior Maintenance Manager and QA Department periodically and shall be notified accordingly by GAM.
10. **Duration.** This engagement shall commence upon execution of this Agreement and shall continue in full force for one (1) year from 1st October 2021 until 30th September 2022. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.
11. **Aircraft Documentation.** The Super Lynx Technician is required to record and certify his work on paper work issued by the GAM and to return all documentations and certifications related to the performance of the services back to the GAM upon completion.
12. **Confidentiality.** The Super Lynx Technician acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the GAM and/or used by GAM in connection with the operation of its business including, without limitation, the GAM’s business and product processes, methods, customer lists, accounts and procedures. The Super Lynx Technician agrees that he/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 Company. All files, aircraft records and documents, technical publication, aircraft specifications, information, letters, notes, and similar items relating to the business of GAM, whether prepared by the Super Lynx Technician or otherwise coming into his/her possession, shall remain the exclusive property of GAM. The Super Lynx Technician shall not retain any copies of the foregoing without the prior written permission from GAM. Upon the expiration or earlier termination of this Agreement, or whenever requested by the GAM, the Super Lynx Technician shall immediately deliver to GAM all such files, records, documents, specifications, information, and other items in his/her possession or under his/her control. The Super Lynx Technician further agrees that he/she will not disclose his/her retention as an independent Super Lynx Technician or the terms of this Agreement to any person without the prior written consent from GAM and shall at all times preserve the confidential nature of his/her relationship to GAM and of the services hereunder.
13. **Conflicts of Interest; Non-hire Provision.** The Super Lynx Technician shall not, directly or indirectly hire, solicit, or encourage for resignation, the other GAM’s employee within the duration of this Agreement.
14. **Termination.** GAM and the Super Lynx Technician may terminate this Agreement at any time by 14 working days’ written notice. In addition, if the Super Lynx Technician is convicted of any crime or offense or fails/refuses to comply with the written policies or reasonable directive of GAM, or serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, GAM at any time may terminate this Agreement immediately without prior written notice.
15. **Independent Super Lynx Technician.** The Super Lynx Technician is and will remain independent personnel in his/her relationship to GAM. GAM shall not be responsible for withholding taxes with respect to the Super Lynx Technician’s compensation hereunder. The Super Lynx Technician shall have no claim against GAM 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. However, the Super Lynx Technician shall be entitled for insurance coverage by GAM during the performance of designated work.
16. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the Super Lynx Technician hereto and their respective heirs, if any, successors, and assigns.
17. **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.
18. **Arbitration.** Any controversies arising out of the terms of this Agreement, or its interpretation shall be settled in Malaysia, and the judgement upon award may be entered in any court having jurisdiction thereof.
19. **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.
20. **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.
21. **Assignment.** The Super Lynx Technician shall not assign any of his/her rights under this Agreement, or delegate the performance of any of his/her duties hereunder.
22. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in written signed by the Super Lynx Technician and GAM.
23. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of both parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
24. **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.
25. **Contractual Extension.** For certain circumstances, GAM has a right to extend the Super Lynx Technician Support Agreement based on the performance shown and current requirement. GAM also has a right to offer Super Lynx Technician for permanent contract position subject to terms and conditions.

IN WITNESS WHEREOF the Super Lynx Technician and GAM hereto caused this Contract to be executed in respective names by their duly authorized representative on the day and year first above written.

Sign for and on behalf of:

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| Super Lynx Technician: | | For Galaxy Aerospace Malaysia Sdn. Bhd.: | |
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| Name: |  | Name: |  |
| Designation: |  | Designation: |  |
| Date: |  | Date: |  |