

Secondment and Support Agreement

This Secondment and Support Agreement (“**Agreement**”) between the Aviation Working Group (“**AWG**”) and Watson Farley & Williams LLP (the “**Firm**”) is made as of 23 September 2022.

1 Effect of Agreement

1.1 This Agreement takes effect on 1 January 2023.

1.2 This Agreement shall remain in effect until terminated in accordance with point 6 below (the “**Support Period**”).

1.3 AWG confirms that, as set out in point 8 of the AWG Stability Agreement made as of 1 July 2013, the Firm is an intended beneficiary thereof, including, without restriction, for purposes of points 4 and 5 of that agreement.

2 Agreements by the Firm

During the Support Period, the Firm shall:

(a) second Jeffrey Wool (“**Secondee**”) to the AWG to act as its secretary general and otherwise as determined by AWG, that secondment being full-time in nature (excepting only academic work closely related to the work of the AWG, such being contemplated by this secondment) (“**Secondment**”);

(b) provide the Secondee with the following support in connection with the Secondment:

(i) administrative support, as agreed between the Secondee and the Firm;

(ii) partner-level supervised support for AWG projects, as agreed between the Secondee and the Firm; and

(iii) appropriate (a) office space and general facilities, (b) reasonable research and technical support, and (c) administrative assistance, all as agreed between the Secondee and the Firm, and reasonable use of the Firm’s other offices or office share arrangements; and

(c) pay, on behalf of AWG, amounts budgeted by the AWG for a calendar year to the extent disbursement thereof is authorised by the Secondee.

For purposes of this agreement, the term “**second**” means the transfer by the Firm to the AWG of the right to have the Secondee perform professional work, whether (i) that right arises originally in favour of the Firm under an employment, partnership or independent contract arrangement and/or (ii) the source of that right changes from one of the foregoing to another.

AWG agrees that the secondment under point 2(a) above is absolute in nature, and, accordingly, that the Firm is not responsible or liable for any act or omission of Secondee in connection with or during the Secondment.

3 Agreements of the AWG and related Understanding

(a) During each year of the Support Period, the AWG shall pay to the Firm in consideration of the items set out in points 2(a)-(b), USD 1.8 Million, provided that the AWG and the Firm may discuss reasonable increases to the foregoing which do not increase amounts payable by members of the AWG unless otherwise agreed by such members; and

(b) The AWG shall pay the amounts:

(i) specified in the preceding paragraph; and

(ii) budgeted by AWG for a calendar year

in each case, against invoice sent no less than two months in advance, by 1 July of that calendar year.

4 Allocation of Support

Once a year, the Secondee shall, after consultation with the Chairman of the AWG and in line with the agreed work priorities of the AWG, report to the AWG on the Firm's support under point 2(b)(ii).

5 Miscellaneous Items

(a) The Firm shall bill AWG members for amounts owed by the latter to the AWG, as agent for the AWG, and apply the amounts collected to (i) amounts that the Firm is owed under point 3(a) above, and (ii) amounts that the Firm pays on behalf of AWG under point 2(c) above. The balance shall be deposited, early in the following calendar year, in the AWG's bank account or as otherwise directed by the AWG.

(b) Notwithstanding point 2(b)(iii) above, the Secondee may work and undertake business travel from his home offices to the extent he sees fit, making use of the Firm's network during that travel for work under this Agreement.

(c) The Secondee is an intended beneficiary of this Agreement, which may not be amended without his consent.

6 Termination Right

This Agreement shall terminate with no further action:

(a) on 31 December of a calendar year (i) in which (A) AWG or the Firm has given written notice, in their respective discretion, at least twenty-four months in advance, or (B) the Firm has given written notice, in the case of non-performance under point 3, at least four months in advance (any such notice, a "**termination notice**", and any such period, an

“*advance period*”), or (ii) following the year of a termination notice in the event such notice is shorter than the advance period;

(b) in the event the Firm is unable to perform its obligation under point 2(a) above; or,

(c) in the event, and on the effective date, of a termination of the AWG Stability Agreement dated 1 July 2013.


Where the foregoing points 6(b) or (c) apply, or a termination under point 6(a) takes effect other than on 31 December of a calendar year, the payment to the Firm under point 3(a) shall be pro-rated with reference to the effective date of the termination.

A termination notice shall be sent by email (i) if to AWG, to Jeffrey Wool at jeffrey.wool@awg.aero, and (ii) if to the Firm, to Jim Bell at JBell@wfw.com, in either case unless an another recipient is advised by the chairman of AWG or the managing partner of the Firm, respectively, in which case such termination notice shall be sent to such recipient at the email so provided.


7 Governing Law, Execution and Delivery

This Agreement shall be governed by the laws of England, and may be executed in counterpart and delivered in hard copy, by facsimile or via electronic transmission.

AVIATION WORKING GROUP



By: Francois Collet
Chairman, AWG
(Airbus S.A.S)



By Daniel da Silva
Chairman, AWG
(The Boeing Company)

WATSON FARLEY & WILLIAMS LLP



By: Jim Bell
Partner