

TECHNICAL ASSISTANCE AGREEMENT

This TECHNICAL ASSISTANCE AGREEMENT (TAA) is entered into between:

- Anything For A Sale, a corporation organized and existing under the laws of Delaware having offices at 555 Patriot Way, Washington, DC 20009, and other locations throughout the United States (hereinafter referred to as “AFAS” or “Applicant); and
- Australian Department of Defence (hereinafter referred to as “Australian DOD” or “Foreign Licensee”), with offices at 555 Kangaroo Way, Canberra 5R5R5R Australia; and
- Tony’s Technical Things (hereinafter referred to as “T-3” or “Foreign Licensee”), with offices at 555 Godzilla Drive, Canberra 5R5R5R Australia (and all locations in Australia).

Note – In the Agreement, one location is all that is required for foreign governmental entities. For private companies, the primary business location where activity will occur under the agreement must be identified. If the private company has multiple locations in the same country that will be involved, you must include the phrase “(and all locations in [identify the country])”. If the same legal entity has business locations in different countries that will be involved, at least one address per legal entity per country must be identified as a signatory to the Agreement.

In the Agreement, AFAS, the Australian DOD and T-3 may sometimes be referred to individually as “Party” or collectively as “Parties.”

WHEREAS, AFAS manufactures Carmella 500 Tactical UAV which meets the requirements of the Australian DOD;

WHEREAS, the Australian DOD has purchased a Carmella 500 Tactical UAV” for support of the XX Program; and

WHEREAS, T-3 is a subcontractor to AFAS, who will provide in-country maintenance and training for the Carmella 500 Tactical UAV.

WHEREAS, the Parties desire to obtain U.S. Department of State approval for the transfer of the Technical Data, Defense Services, and hardware related to the “Carmella 500 Tactical UAV.

NOW THEREFORE, the Parties desire to enter into the Technical Assistance Agreement as follows:

1. This Technical Assistance Agreement is intended to authorize AFAS to provide technical data, defense services and hardware for the “Carmella 500 Tactical UAV” to the Australian DOD and T-3 of Australia in support of the XX Program. T-3 will provide in-country maintenance and training for the Carmella 500 Tactical UAV to the Australian DOD.
2. It is understood that this Technical Assistance Agreement is entered into as required under U.S. Government Regulations and as such, it is an independent Agreement between the Parties, the terms of which will prevail, notwithstanding any conflict or inconsistency that may be contained in other arrangements between the Parties on the subject matter.

3. The Parties agree to comply with all applicable sections of the International Traffic in Arms Regulations (ITAR) of the U.S. Department of State and that more particularly in accordance with such regulations the following conditions apply to this Agreement:

I. §124.7

(1) The hardware to be exported in furtherance of this agreement is the “Carmella 500 Tactical UAV. USML Categories VIII (a)(5), VIII(x) and XI(a)(3)(ii). In addition, CCL commodities will be transferred that will be used in or with the USML defense articles. A description of the hardware is provided in Attachment C.

Note: If only technical data and/or defense services are to be provided state: “No defense articles (hardware will be shipped in furtherance of this Agreement. Only technical data and/or defense services will be provided.”

ECR Note: Section 124.7(1) of the agreement/amendment must include a description of all hardware to be exported in furtherance of the agreement, including paragraph (x) hardware, if applicable. Section 124.7(1) must delineate, at least in general terms, between hardware subject to the USML and the CCL if the applicant wishes to submit IFO licenses that include paragraph (x) hardware. Specific designation of USML and CCL categories are not required in the agreement.

(2) The Australian DOD has decided to purchase the Carmella 500 Tactical UAV from AFAS. T-3 will provide in-country maintenance and training. AFAS will provide technical data and defense services required by the Australian DOD and T-3 for the design, manufacture, and training as detailed in Attachments A and B. In addition, CCL technology will be transferred that will be used in or with the USML technical data and defense services.

ECR Note: Section 124.7(2) of the agreement/amendment may require modification based on the proposed changes to definitions of defense services and technical data, as well as the underlying determination of what constitutes a defense article in accordance with §121.1 and §120.41.

(3) This Agreement is valid through March 31, 2027.

(4) Territory.

a. The transfer of technical data, defense articles, and defense services is authorized between the United States and Australia for end-use by the Australian DOD.

Note: - List all countries of the foreign licensees and sublicensees

-If transfers need to occur outside the territories of the foreign signatories or sublicensees, the additional countries where transfers will occur must be defined in the agreement – See the DDTC Agreement Guidelines for additional guidance.

-List all ultimate end-users to include U.S. end-users

b. Sublicensing rights are **not** granted to the foreign licensees.

Note: If Sublicensing rights are granted to the foreign licensees, the following language is required:

“Sublicensing rights are granted to the foreign licensees (or list the specific foreign licensee). Sublicensees are identified in Attachment _____. Sublicensees are required to execute a Non-Disclosure Agreement (NDA) prior to provision of, or access to the defense articles, technical data or defense services. The executed NDA, referencing the DDTC Case number and incorporating all the provisions of the Agreement that refer to the United States government and the Department of State (i.e., §124.8 and §124.9), will be maintained on file by (the applicant) for five years from the expiration of the agreement.”

To request authorization of sublicensing, the attachment must include the following for each sublicensee:

- Name of the sublicensee*
- Country of sublicensee*
- Full address of sublicensee*
- Role of the sublicensee*
- Defense articles and technical data to be transferred to the sublicensee*

*If U.S. sublicensing is requested, the applicant must also include the following statement:
"This agreement authorizes sublicensing to U.S. Persons. Exports, reexports, retransfers, or temporary imports by the U.S. sublicensee must be conducted as part of a separate authorization initiated by the U.S. Person."*

c. Dual/Third Country National Employees are authorized as follows:

No Dual/Third Country Nationals are authorized under this agreement. This does not prevent the use of §126.18.

Employees of the foreign licensees/sublicensees who are nationals of a third country (including dual nationals) who hold an Australian Department of Defence (ADOD) security clearance and who do not hold nationality of a country proscribed by § 126.1 are authorized and exempted from the requirement to sign Non-Disclosure Agreements (NDAs). Employees who hold nationality of a country proscribed by § 126.1 are not authorized

Note – If DDTC vetting pursuant to §124.8(a)(5) is requested, include the following language:

Pursuant to §124.8(a)(5), this agreement authorizes access to unclassified defense articles, to include technical data, or defense services by individuals who are third country/dual national employees of the foreign licensees (and the approved sublicensees – if applicable). The exclusive nationalities authorized are: [insert list of nationalities]. Prior to any access, the employee must execute a Non-Disclosure Agreement (NDA) referencing this DTC case number. The applicant must maintain copies of the executed NDAs for five years from the expiration of the Agreement.

See the DDTC Agreement Guidelines for additional guidance.

d. The U.S. applicant does not currently employ dual/third country nationals.

Note: In the event the U.S. applicant or other U.S. entities do employ dual/third country nationals who will be involved in the transaction, include a positive statement and the list of nationalities.

e. Contract employees to any party to the agreement hired through a staffing agency or other contract employee provider shall be treated as employees of the party, and that party is legally responsible for the employees' actions with regard to transfer of ITAR controlled defense articles to include technical data, and defense services. Transfers to the parent company by any contract employees are not authorized. The party is further responsible for certifying that each employee is individually aware of their responsibility with regard to the proper handling of ITAR controlled defense articles, technical data, and defense services.

II. §124.8

(a)(1) This Agreement shall not enter into force, and shall not be amended or extended, without the prior written approval of the Department of State of the U.S. Government.

(a)(2) This Agreement is subject to all United States laws and regulations relating to exports and to all administrative acts of the U.S. Government pursuant to such laws and regulations.

(a)(3) The Parties to this Agreement agree that the obligations contained in this Agreement shall not affect the performance of any obligations created by prior contracts or subcontracts which the Parties may have individually or collectively with the U.S. Government.

(a)(4) No liability will be incurred by or attributed to the U.S. Government in connection with any possible infringement of privately owned patent or proprietary rights, either domestic or foreign, by reason of the U.S. Government's approval of this Agreement.

(a)(5) The technical data or defense service exported from the United States in furtherance of this agreement and any defense article which may be produced or manufactured from such technical data or defense service may not be transferred to a foreign person except pursuant to §126.18, as specifically authorized in this agreement, or where prior written approval of the Department of State has been obtained.

(a)(6) All provisions in this Agreement which refer to the United States Government and the Department of State will remain binding on the Parties after the termination of the Agreement.

Note – If this is an MLA, additional verbatim clauses are required as per §124.9(a). See the DDTC Agreement guidelines for additional information.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of the day and year of the last signature of this Agreement.

Anything For A Sale

By: _____

Name: _____

Title: _____

Date: _____

Australian Department of Defence

By: _____

Name: _____

Title: _____

Date: _____

Tony's Technical Things

By: _____

Name: _____

Title: _____

Date: _____

TAA # _____

Attachment A

Technical Data to be furnished to the Foreign Parties in support of the Carmella 500 Tactical UAV

This document defines the level of technical data to be furnished to the Australian Department of Defence (DOD) and Tony's Technical Things (T-3) of Australia in support of the Carmella 500 Tactical UAV.

TECHNICAL DATA TO BE PROVIDED

- Equipment descriptions and available improvements
- Environmental specifications
- Mechanical design drawings
- Electrical/electronic design drawings and interface and control specifications
- Environment test screening information
- Integrated logistics support information
- Acceptance and functional test plan and procedures
- Installation, Training, and Maintenance Plans
- Regular, periodic management and status reports
- Quality management and test logs and reports
- Training materials and manuals
- Operation and maintenance manuals

TAA # _____

Attachment B

**Defense Services to be furnished to the Foreign Parties in support of the Carmella 500 Tactical
UAV**

DEFENSE SERVICES TO BE PROVIDED

Defense services will be provided consisting of the provision of technical data relating to the customer support, integration, operation, maintenance, overhaul, program support, repair, testing, training, trouble-shooting, warranty repair or replacement, and other logistical support of the Carmella 500 and launch and recovery system, and associated subsystems and other equipment, and/or parts and components thereof, and/or other miscellaneous related spares, tools, and test equipment.

Intermediate Level Maintenance to be performed by T-3 within authorized territory. No Depot Level Maintenance Training or Technical Data will be transferred.

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Attachment C

Hardware to be furnished to the Foreign Parties in support of the Carmella 500 Tactical UAV

DEFENSE ARTICLES TO BE EXPORTED AND/OR TEMPORARILY IMPORTED IN FURTHERANCE OF THIS AGREEMENT

The Carmella 500 and launch and recovery system, and associated subsystems and other equipment, and/or parts and components thereof, and/or other miscellaneous related spares, tools, and test equipment, will be exported or temporarily imported in furtherance of this Agreement.

The agreement also authorizes the export of the following used in or with the USML defense articles:

- Carmella 500 Propeller (9A610.y.25)
- Carmella 500 Launcher (9A610.x)
- Carmella 500 Launch Rail (9A610.x)
- Carmella 500 Ground Refueling System (9A610.f)

ECR Note – If this agreement is intended to cover both USML and CCL hardware (the new paragraph (x) under the recently released USML categories – hardware to be used in or with defense articles), add an addition section which details the paragraph (x) items to be exported.