

Resilient Navigation & Timing Foundation Board of Directors Meeting Minutes

September 15, 2021

I. Convening

The board met via Zoom video conference from 13:00 until 14:00 on the 15th of September 2021. Mr. Martin Faga, Mr. Dana Goward, Ms. Pauline Cook, and Mr. Jeff Hathaway, and Mr. Greg Winfree attended.

The proposed agenda for the meeting was discussed and approved.

II. Approval of the minutes from prior meetings

The minutes from the 4th of June board meeting were reviewed and approved.

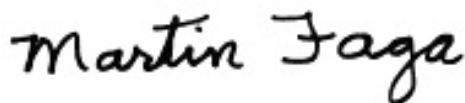
III. Regular Business:

- a) Detailed information on the foundation's recent activities and finances for the months of June, July, and August were provided in advance of the meeting. The board reviewed and discussed these written reports.
- b) The board discussed the resolution of the issue from the last meeting about the stipend for Mr. Goward. On advice of counsel, Mr. Goward is considered a consultant and will be issued a 1099 at the end of each year. A copy of the consulting agreement between Mr. Goward and the foundation will be filed with these minutes.

IV. New Business

- a) The board discussed recent developments with resilient PNT policies and systems, especially in the United States.

V. Other Business:



Martin C. Faga, Chairman of the Board

Attached: Consulting Agreement

CONSULTING AGREEMENT

This Consulting Agreement (the “Agreement”) is entered into by and between Resilient Navigation and Timing Foundation Inc. (the “Foundation”) and Maritime Governance, LLC (the “Consultant”) on the 21st day of July 2021 (the “Effective Date”).

1. Acknowledgment. The Foundation acknowledges and agrees that it desires to engage Consultant to provide advice and consultation executing the foundation’s mission as a scientific and educational charity supporting policies and systems to protect GPS/GNSS signals and users (the “Services”). Consultant acknowledges and agrees that Consultant wishes to accept this engagement, on the terms and conditions set forth in this Agreement.

2. Term and Termination. Unless earlier terminated, the term of the Agreement will begin on the Effective Date and shall continue on a month-to-month basis (the “Term”). Either party may terminate the Agreement at any time by providing the other party with at least fifteen (15) days’ advance notice of non-renewal. In the event of such termination, the Foundation’s obligations to provide compensation shall cease immediately, and Consultant shall have no right to further payments or compensation under this Agreement beyond that portion of compensation earned as of the date such termination becomes effective.

3. Compensation. In consideration for providing the Services under this Agreement, the Foundation will pay Consultant a monthly fee of One Thousand Dollars (\$1,000.00) (the “Fee”) during the Term to perform the Services. Unless otherwise agreed, the Foundation will issue any payments within thirty (30) days of the end of the month in which the Services were performed. Consultant understands that the Foundation will report all payments under this Agreement on a Form 1099, and Consultant agrees to report such payments consistent therewith.

4. Manner of Performance. During the Term, Consultant and its agents, if any, will be expected to devote an appropriate amount of time to the provision of the Services, provided that Consultant and its agents, if any, shall determine their daily work schedule and the number of hours necessary to perform required duties in a timely and productive manner. Consultant agrees to perform the Services diligently and competently. Consultant will at all times retain sole and absolute discretion and judgment in the manner and means of carrying out the Services. Unless otherwise provided herein, Consultant will be responsible for its and its agents’ expenses incurred in connection with the performance of the Services described herein, including, without limitation, any applicable taxes, withholdings, contributions, fees or charges levied or required by any governmental entity as a result of Consultant’s or its agents’ performance of the Services. Consultant shall have the authority and responsibility to select, retain, and/or hire any employees or sub-contractors it deems necessary to assist in meeting Consultant’s obligations under this Agreement. Consultant expressly agrees that it shall have the sole responsibility to supervise, manage, insure, and compensate any such employees or sub-contractors, and to comply with all applicable laws with respect to such employees or sub-contractors.

The Foundation shall not be responsible for any liabilities, taxes, fines, and/or penalties of any kind arising from Consultant's employment or retention of any employees or sub-contractors, and Consultant agrees that it will hold the Foundation harmless from such liabilities, taxes, fines, and/or penalties.

5. Independent Consultant. Consultant acknowledges and agrees that this Agreement shall not render the Consultant an employee, partner, agent of, or joint venturer with the Foundation for any purpose. The Consultant is and will remain an independent contractor in Consultant's relationship to the Foundation. The Foundation shall not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Consultant shall have no claim against the Foundation hereunder or otherwise for any overtime pay, additional compensation, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

6. Non-exclusivity. During the term of this Agreement, the Consultant shall devote as much of Consultant's productive time, energy and abilities as is necessary to perform the Services in a timely and productive manner. The Consultant is expressly free to accept any employment with or perform contractual services for any other individual or entity while performing the Services for the Foundation under this Agreement. The Consultant will not accept employment that conflicts with responsibilities under this agreement and, when in doubt, will discuss with the Foundation board before accepting.

7. Expenses. During the term of this Agreement, the Foundation shall reimburse Consultant for all reasonable and approved out-of-pocket expenses that are incurred incident to Consultant's performance of the Services under this Agreement.

8. Confidentiality. Except in the course of performing Consultant's duties under this Agreement or pursuant to written authorization from the Foundation, or as required by law, Consultant agrees to keep secret and treat confidentially all of the Foundation's Confidential Information (defined below), and shall not: (a) directly or indirectly reveal, report, publish, disclose or transfer Confidential Information to any person or entity; or (b) use any Confidential Information for any purpose other than for the benefit of the Foundation; or (c) assist any person or entity other than the Foundation to secure any benefit from the Confidential Information.

a. For the purposes of this Agreement, "Confidential Information" shall mean any and all confidential and/or proprietary knowledge, data, trade secrets, inventions, or information of the Foundation. By way of illustration but not limitation, Confidential Information includes the following: information which the Foundation designates as confidential; trade secrets; inventions and intellectual property; marketing plans and strategies; cost, pricing, budget, and financial information and statements; any information not generally known by persons other than Foundation personnel or persons subject to confidentiality; any information which Consultant makes, conceives, originates, discovers, or develops as a result of its engagement with the Foundation; and other such confidential information compiled or maintained internally by the Foundation concerning its operations and activities.

b. Consultant understands, in addition, that the Foundation has received and in the future will receive from third parties confidential or proprietary information (“Third Party Information”) subject to a duty on the Foundation’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of its engagement with the Foundation and thereafter, Consultant will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Foundation personnel who need to know such information in connection with their work for the Foundation) or use, except in connection with Consultant’s work for the Foundation, Third Party Information unless expressly authorized by an officer of the Foundation in writing.

c. If Consultant’s engagement with the Foundation terminates for any reason (whether such termination is caused by act of the Foundation or by Consultant’s own act), and at any time as requested by the Foundation, Consultant shall immediately deliver to the Foundation all property of the Foundation, including, but not limited to, Confidential Information and Third Party Information.

d. Consultant agrees and acknowledges that the provisions of this paragraph shall survive the end of his engagement with the Foundation. Furthermore, Consultant understands that it is the Foundation’s policy to defend and prosecute any disclosure or misappropriation of the Foundation’s trade secrets to the full extent allowed by federal, state, and common law. Accordingly, the Foundation hereby provides Consultant with the following notice concerning immunity from liability for confidential disclosure of a trade secret to the government or in a court filing: Pursuant to the Defend Trade Secrets Act, 18 U.S.C. § 1833, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, Consultant acknowledges that: (A) Consultant is not in any way prohibited from reporting information to, or participating in any investigation or proceeding conducted by, the Securities and Exchange Commission (“SEC”) or any other federal, state, or local governmental agency or entity; (B) nothing in this Agreement limits Consultant’s right to receive an award for information provided to the SEC; and (C) Consultant is not in any way precluded from providing truthful testimony in response to a valid subpoena, court order, or regulatory request.

9. Assignment. The Consultant shall not assign or delegate any of Consultant’s rights or obligations under this Agreement without the Foundation’s written permission. This Agreement shall be binding upon and inure to the benefit of the Foundation and its successors and assigns.

10. Severability. 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.

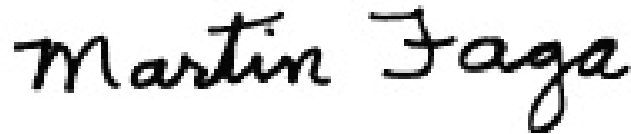
11. Choice of Law; Jurisdiction. The laws of the Commonwealth of Virginia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties. The parties agree that any dispute that may arise from this Agreement shall be resolved in an appropriate state or federal court within Fairfax County, Virginia. The parties each agree that they are

subject to the personal jurisdiction of the state and federal courts located in Fairfax County, Virginia, and each waives the right to challenge the personal jurisdiction of those courts over it.

12. Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations, whether written or oral, are hereby terminated and canceled in their entirety and are of no further force and effect. No amendment, change or modification of this Agreement shall be valid unless in writing signed by both parties.

Maritime Governance, LLC

Resilient Navigation and Timing Foundation Inc.



Dana A. Goward

By: Martin Faga

Consultant