

## CARO SALES AGREEMENT

This Cargo Agreement (“**Agreement**”) is made at New Delhi [●] on [●] between InterGlobe Aviation Limited, a company registered under the Companies Act, 1956 having its registered office at Ground Floor, Central Wing, Thapar House, 124, Janpath New Delhi 110001 ( “**Company**”),

**AND**

[Choose the correct option and delete others]

[●], a company registered under the Companies Act 1956, and having its registered office at [●] ( “**Intermediary**”)

**OR**

Mr. [●], a resident of [●] being the sole proprietor of [●] having its place of business at [●] ( “**Intermediary**”)

**OR**

M/s. [●], a registered partnership firm having its place of business at [●] , having as its partners [●], a resident of [●],[●], a resident of [●] and [●], a resident of [●] (“**Intermediary**” which expression shall be deemed to mean and include the partners of the said firm from time to time jointly and severally)

The Company and the Intermediary are collectively referred to as “Parties” and individually as “Party”.

**The Parties agree as follows:**

### **I. Subject of the Agreement**

- (a) The Company appoints the Intermediary as its non-exclusive agent, and the Intermediary agrees to act in such capacity, for the limited purpose of making bookings for carriage of goods and cargo on the domestic routes operated by the Company from time to time. The carriage of cargo by the Company shall at all times be subject to the conditions of carriage of cargo of the Company.
- (b) In this Agreement,
  - i. “cargo” or “goods” means any property carried or to be carried in an aircraft except mail or baggage carried under a passenger ticket and baggage check, but includes baggage moving under an Air Waybill;
  - ii. “Air Waybill” means the document titled “Air Waybill”, as the case may be, which evidences the contract between the Company and a Customer for the carriage of cargo by the Company;
  - iii. “Customer” means the person whose name appears on the Air Waybill as the person entering into the contract with the Company for the carriage of cargo by the Company; and
  - iv. “Dangerous Goods” means any articles or substances which are capable of posing a risk to health, safety, property or the environment and which are listed as such or which are classified as such in the latest edition of ICAO Technical Instructions For The Safe Transport of Dangerous Goods by Air or Annex 18 to the Convention on International Civil Aviation — The Safe Transport of Dangerous Goods by Air.

### **II. Rights and Obligations of Intermediary**

- (a) Intermediary shall ensure that every person requiring the carriage of goods by the Company enters into a contract of carriage by executing an Air Waybill in a form issued by the Company and in such number as instructed by the Company from time to time. The Air Waybill shall be

deemed to be executed when the Company accepts the cargo at the locations designated by the Company from time to time.

- (b) The Intermediary shall be liable for any irregularity, incorrectness or incompleteness of any information furnished by the Intermediary to the Company. The Company may at its discretion complete or correct the Air Waybill or particulars or statements to the best of the Company's knowledge without being under any obligation to do so.
- (c) Intermediary shall and shall ensure that, it and its employees, representatives and agents comply with all applicable laws, rules, regulations and governmental directions at all times.
- (d) The Intermediary shall comply with all instructions issued by the Company from time to time including but not limited to standard operating procedures issued by the Company. A breach of such instructions by the Intermediary shall be deemed to be a material breach of this Agreement.

### **III. Dangerous Goods**

- (a) The Intermediary shall ensure that cargo being booked for carriage by the Company does not contain any Dangerous Goods.
- (b) If at any time after cargo booked by the Intermediary reaches the location designated by the Company, and the cargo contains Dangerous Goods or the Intermediary has made a wrongful or incorrect declaration that the cargo does not contain Dangerous Goods then, without prejudice to its rights under law and under this Agreement, the Company may at its sole discretion:
  - i. Require the Intermediary to pay an amount of INR 1,00,000 as default payment to the Company; and
  - ii. Detain such cargo unless the Intermediary has paid the amount specified above.
- (c) If there are more than 2 incidents of Dangerous Goods being present in the cargo booked by the Intermediary, the Company may, without prejudice to its rights under law and under this Agreement, suspend the right of the Intermediary to book any cargo for carriage by the Company.
- (d) The Intermediary acknowledges that it has statutory duties with respect to carriage of Dangerous Goods by air including but not limited to duties and obligations under the Aircraft Rules, 1937 and The Aircraft (Carriage of Dangerous Goods) Rules, 2003 and any breach of these duties has statutory consequences including imprisonment and imposition of fines.
- (e) Notwithstanding any of the above, the Intermediary shall indemnify and hold harmless, the Company, its affiliates, their directors, officers, agents, employees and representatives against all liability damages, expenses and losses, including but not limited to any claims from a third party and statutory liability, caused by or arising from the carriage of Dangerous Goods that are booked for carriage by the Intermediary.

### **IV. iCarGo**

- (a) The Company may grant the Intermediary limited right to use and access its cargo software ("iCarGo") for enabling the Intermediary to manage and process booking of carriage of cargo by the Company.
- (b) The Intermediary acknowledges that the Intermediary has been granted a limited right to use and access to iCarGo, strictly in accordance with the terms of this Agreement and any instructions issued by the Company from time to time. Intermediary shall not have the right to sub-license or permit any third party to use or access iCarGo. Further, Intermediary shall not use iCarGo or the content or any data generated from iCarGo, for distribution or redistribution for any purpose.
- (c) Intermediary shall be solely liable for ensuring the confidentiality of its authorization, user ID and password for accessing iCarGo. Intermediary will not attempt to circumvent any of the security features of iCarGo, and will not enable or allow any other person to access iCarGo using its

authorization, user ID or password. Intermediary shall take all precautions to prevent any unauthorized use of iCarGo, and any authorization, user ID or password assigned to the Intermediary.

(d) The process for iCarGo shall be intimated by IndiGo to the Agency from time to time.

## V. Intermediary Security

(a) As security for the due and proper performance by the Intermediary of its obligations under this Agreement, the Intermediary shall:

- i. Provide an interest free security deposit (SD) of [●] to the Company via cash, NEFT or RTGS by depositing it in the Company's account; and or
- ii. Provide to the Company an irrevocable and unconditional bank guarantee (BG) in a form and from a bank acceptable to the Company and payable on demand in India for [●]. All applicable bank charges on such bank guarantee shall be borne by the Intermediary. The value of the bank guarantee may be revised from time to time at the discretion of the Company. The bank guarantee shall be valid from the date of this Agreement and shall remain in force throughout the currency of this Agreement and 90 days thereafter or until all the obligations of the Intermediary are fulfilled to the satisfaction of the Company, whichever occurs later; or
- iii. Provide advance deposit (AD) to the Company via cash, NEFT or RTGS by depositing it in the Company's account \
- iv. Based on any of the above, Agency shall be granted Credit Limit to the extent of the SD, BG, AD. Agency can execute the AWBs to the extent of the Credit Limit and once the credit limit is about to exhaust or earlier than that Agency need to send remittance to the extent of the AWBs executed by / for him based on which their Credit Limit shall be replenished and so on. This process will be intimated to the Agency from time to time.

All of the above that are provided by the Intermediary shall be referred to as "**Intermediary Security**".

(b) Once the Company receives the Intermediary Security, the Intermediary will be provided with Air Waybills / e-AWBs and may be access to iCarGo.

(c) If the Intermediary Security is provided by way of a security deposit, the amount of security deposit shall be credited in the Intermediary's account with the Company, and the Intermediary shall be allowed to book cargo up to the amount in such account. For every booking made by the Intermediary, its account will be debited by the amount due for such booking. Prior to the exhaustion of the credit in the Intermediary's account, the Intermediary shall replenish the account by providing additional Intermediary Security as directed by the Company.

(d) If any monies are due and owing to Company at any time including but not limited to the amount due under Clause III(b)(i), Company may enforce the Intermediary Security by invoking the bank guarantee or utilizing the security deposit for settling such dues, without recourse to the Intermediary. In such an event, the Intermediary shall immediately replenish the amount reduced from the Intermediary Security.

(e) If the Intermediary has booked cargo up to the amount of the Intermediary Security, the Intermediary will not be allowed to execute any more Air Waybills until, either the Intermediary increases the amount of the Intermediary Security to a level that is acceptable to the Company, or the Intermediary pays to the Company all amounts that are due from the Intermediary.

## VI. Remittance of the Sales Amount

- (a) Company shall raise invoices on the Intermediary from time to time for the cargo booked by the Intermediary. The Intermediary shall remit to the Company such money as per the invoices raised by the Company and at such times and in such manner as instructed by the Company from time to time. In the event of delay in making any payments, then without prejudice to any other rights that it may have, the Company shall be entitled to charge an interest on such delayed amounts at the rate of 18% per annum from the due date of such payment till the date of actual realization of the payment.
- (b) All money in respect of the sales made by the Intermediary shall be held by the Intermediary in trust as the property of the Company.
- (c) If any payment is made by the Intermediary by way of cheque and that cheque is dishonored due to any reason, then without prejudice to the Company's rights under law and this Agreement, the Intermediary shall pay to the Company over any default interest payable:
  - i. an additional INR 10,000 where the amount of the cheque was up to Rs. 10,00,000; and
  - ii. an additional INR 25,000 where the amount of the cheque was over Rs. 10,00,000.

## **VII. Confidentiality**

- (a) During the Term, Intermediary may acquire (in written or verbal form) certain proprietary information of the Company, including but not limited to any business, technical or financial information, and it acknowledges that Company would not have entered into this Agreement, unless it were assured that all such information would be held in confidence by the Intermediary. Thus, all information of the Company, including but not limited to iCarGo and the data, content, and information received from iCarGo, any rates or similar commercial information shall be held in strict confidence by the Intermediary and be used only for purposes of this Agreement.
- (b) Intermediary understands and acknowledges that any disclosure or misappropriation of any confidential information in violation of the Agreement may cause irreparable harm and injury to the Company, the amount of which may be difficult to ascertain, and therefore the Intermediary agrees that the Company shall have the right to apply to a court of competent jurisdiction for specific performance and for such other relief as the Company shall deem appropriate. Such right of the Company is in addition to the remedies otherwise available to the Company at law or in equity.

## **VIII. Liability and Indemnity**

- (a) The Intermediary shall indemnify and hold harmless the Company, its affiliates, their directors, officers, agents, employees and representatives against all liability damages, expenses and losses, including but not limited to any claims from a third party, caused by or arising from any breach or violation of this Agreement, act or omission in relation to iCarGo, failure to comply with law, negligent act, omission, misconduct, breach of trust, fraud or misrepresentation of the Intermediary, its officers, agents, employees or representatives.

## **IX. Commission**

- (a) In consideration for the services rendered by the Intermediary under this Agreement and subject to the Intermediary complying with all the terms and conditions of this Agreement and the directions issued by the Company from time to time, the Company shall pay to the Intermediary a commission as determined by the Company from time to time.

## **X. Intellectual Property Rights**

- (a) The Intermediary agrees and acknowledges that it does not, by virtue of this Agreement or its actions hereunder, acquire any rights, titles and interest in and to iCarGo or any of the Company's logos, copyrights, patents, trademarks, service marks, design rights (whether registered or unregistered), trade secrets, technical know-how, expertise, software, core-codes,

data generated using this website / booking systems or any other intellectual property rights and all other similar proprietary rights associated therewith.

**XI. Notices**

- (a) All notices, invoices, requests, consents, approvals or other communications given in connection with this Agreement shall be in writing and shall be deemed to be duly given: when delivered, if delivered by messenger during normal business hours of the recipient, when sent, if transmitted by telex or facsimile transmission (receipt confirmed) during normal business hours of the recipient, or on the third business day following mailing, if mailed by registered mail, postage prepaid, or in each case addressed as follows:

<b>If to the Intermediary:</b>	<b>If to the Company:</b>
Name:	Unit: IndiGo Cargo Vipin Kumar Mohla Associate Vice President- Cargo
Address:	<u>Address:</u> Room No. 7, Public Amenities Building, Cargo Terminal, Gate no. 3, New Delhi-110 037
Email:	
Fax:	With a copy to: Associate General Counsel Inter Globe Aviation Limited Level 4, Tower D, Global Business Park M.G Road Gurgaon-122002, Haryana, India

**XII. Validity**

This Agreement shall come into force upon its signing by both Parties and shall continue in force unless terminated in accordance with the terms of this Agreement (“**Term**”).

**XIII. Termination**

- (a) This Agreement may be terminated by the Company without cause by giving 30 days’ notice in writing to the Intermediary.
- (b) Without prejudice to any other rights and remedies available to the Company, the Company may immediately terminate this Agreement if:
- i. the Intermediary commits a breaches any term under this Agreement;
  - ii. the Intermediary or its personnel are found to be involved in the misuse of its authorization, user ID or passwords under this Agreement;
  - iii. Intermediary becomes unable or is deemed unable to pay its debts as they fall due or becomes bankrupt or insolvent or makes a composition or arrangement with its creditors, or if a petition is presented or an order is made or a resolution be passed for the winding-up (other than for the purposes of reconstruction, amalgamation or the likes); or
  - iv. There is any change of control or management of the Intermediary from the date of this Agreement.

- (c) If the Company breaches any material term of this Agreement, the Intermediary may terminate the Agreement by giving at least 30 days' notice in writing provided the Company has failed to remedy such breach within such 30 days' period upon being so notified by the Intermediary.

**XIV. Effect of Termination**

(a) Upon termination of this Agreement:

- i. All right granted to the Intermediary under this Agreement shall cease immediately and Intermediary shall not act in a manner as would cause any third party to believe that it is still the agent of the Company;
- ii. Intermediary shall stop using the Company's name, trade name, trade mark etc. or such other name / slogans which are the property of the Company and the Intermediary shall return to the Company, within ten (10) days from such date, all documents and materials provided by the Company or which was prepared by the Intermediary pursuant to this Agreement, including Air Waybills (used/unused).
- iii. All rights, obligations and liabilities already accrued before termination of this Agreement shall survive such termination,

**XV. Applicable Law and Jurisdiction**

This Agreement shall be interpreted and governed in accordance with the laws of India and each party agrees to submit to the exclusive jurisdiction of courts at New Delhi.

**XVI. Miscellaneous**

Intermediary shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Agreement. No forbearance or delay by Company in enforcing its rights will prejudice or restrict the rights of Company, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach. Provisions of this Agreement which by their nature should apply beyond any termination of this Agreement will remain in effect upon the termination of the Agreement. This Agreement supersedes and invalidates all other commitments, representations, warranties and prior agreements relating to the subject matter between the Parties.

**The Parties hereto have caused this Agreement to be executed as of the day and year first written above**

For and on behalf of  
InterGlobe Aviation Limited

For and on behalf of  
[●]

\_\_\_\_\_  
Name:  
Authorized Signatory

\_\_\_\_\_  
Name:  
Designation:

| Witness 1:

Witness 2: