

## General Sales and Service Agreement Cargo

Between: **Navesoft Ltda.**  
Having its principal office at World Trade Center  
Calle 100 no.8A-49, Oficina 806  
Bogota, Colombia  
(and hereinafter referred to as "the General Sales and Service Agent Cargo" or  
"GSSA" as the case may be)

and: **Lufthansa Cargo Aktiengesellschaft**  
having its principal office at Frankfurt Airport  
Gate 21, Building 322  
D – 60546 Frankfurt  
Germany  
(and hereinafter referred to as "Lufthansa Cargo" or "Lufthansa" or "Principal" or  
"LCAG" as the case may be)

Subject to approval of the respective Governmental Authorities, the Parties agree as follows:  
This agreement is valid from: 01.01.2017

This agreement consists of:

GENERAL SALES AND SERVICES AGREEMENT  
ATTACHMENT A – SCOPE OF SERVICE  
ATTACHMENT B – COST REGULATIONS  
ATTACHMENT C – FINANCIALS

**ARTICLE 1** APPOINTMENT AND TERRITORY

Lufthansa Cargo appoints **Navesoft Ltda** as its General Sales and Services Agents (GSSA) to render the services according to this Agreement within the following territory **COLOMBIA** (hereinafter referred to as "the territory")

The GSSA accepts the appointment.

The basis for the contractual relation shall be this Agreement and its Attachments which shall form an integral part of the Agreement. No other conditions shall apply, in particular, however without limitation no other Terms & Conditions of the Parties.

**ARTICLE 2** EXCLUSIVITY

The GSSA shall not accept other appointments to act as agent for any competitor of the Principal to provide services similar to those agreed within this Agreement unless the Principal gives its prior written consent, which consent shall not be unreasonable withheld. Unless otherwise agreed in writing between the parties hereto, the Principal shall not be free to appoint any third party to carry out the services contemplated in this Agreement (for example but not limited to Global Sales Support).

**ARTICLE 3** INFORMATION OBLIGATIONS

The GSSA shall inform the Principal with at least 30 days prior written notice of any other intended appointments to act as GSSA or Cargo GSSA or in any other logistics related function by any other carrier.

In the event that the GSSA is employed at or associated in any way with any person or entity to which the GSSA intends to offer cargo transportation services on behalf of the Principal, the GSSA is obliged to inform the Principal immediately.

The GSSA shall inform the Principal with at least 30 days prior written notice of any changes in its beneficial ownership or in its corporate status.

**ARTICLE 4** ASSIGNMENT/ SUB-CONTRACT

The GSSA shall under no circumstances subcontract, assign, delegate or otherwise have any person or entity perform any of its duties and obligations under this Agreement without the Principals express written consent.

**ARTICLE 5** DESIGNATION OF GSSA AND ADVERTISING

The GSSA shall be entitled to describe itself as Cargo GSSA of the Principal at its places of business and on commercial documents, advertisements, notices, publications, letterheads and similar items.

**ARTICLE 6** SERVICES RENDERED BY THE GSSA

The GSSA shall perform the following services detailed in Attachment A on behalf of the Principal:

- (i) Sale of air cargo business on the services of the Principal, in accordance with the tariffs, rules, regulations and documentation provided by the Principal.
- (ii) Promotion of air cargo business on the services of the Principal.
- (iii) Administration of reservations for air cargo business on the services of the Principal and all clerical works in connection therewith.
- (iv) Overseeing of Cargo Agents and other customers in the territory and settlement of accounts with these Agents and other customers, if required, in respect of sales of transportation over the lines of the Principal under issuance of the traffic documents (such as air waybills) of the Principal.
- (v) Being informed about any applicable legal provisions and/or requirements, for example but not limited to transport and logistics law, antitrust law, competition and tax law.

- (vi) Providing the Principal without undue delay with information concerning (local) laws and legal provisions, or any changes of the (local) laws and legal provisions, for example but not limited to transport and logistics law, antitrust law and tax law
- (vii) The GSSA shall provide monthly or, if requested by the Principal at different intervals reports of present and future market developments, including the activities of the Principal's competitors as well as any other sales or commercial information that might reasonably be required by the Principal.
- (viii) Representation of the Principal in negotiations with Governmental and other authorities, officials, offices and agencies.
- (ix) Preparation of all documents required by local or international regulations or as may reasonably be required by the Principal, such as a declaration for fiscal purposes.
- (x) On request by the Principal, special publicity or advertising. Publicity material provided by the Principal shall remain the property of the Principal.
- (xi) Ensuring consignments are delivered to the receiving points designated by the Principal.
- (xii) Arranging for appropriate identification for the Principal at all the GSSA's offices in the territory and the distribution of the Principal's timetables, tariffs and promotional material to Agents and to the general public.
- (xiii) Provision of, and separately compensated for, other services, which may reasonably be required by the Principal.

#### **ARTICLE 7** OBLIGATIONS OF THE GSSA

Notwithstanding the Services to be provided according to Attachment A the GSSA shall have the following general obligations:

1. The GSSA shall ensure that it has sufficient competent personnel to fulfill its obligations under this Agreement. The GSSA shall inform the Principal about each individual personnel the GSSA assigns to a matter affecting or arising out of this Agreement and about his/hers responsibilities in connection with this assignment.
2. The GSSA shall provide and maintain a suitable area in its place of business to be used exclusively for the transaction of the business of Lufthansa Cargo.
3. The GSSA agrees to comply with all reasonable directions and instructions of the Principal or its authorized representatives concerning all matters affecting or arising out of this Agreement.
4. The GSSA represents, warrants and undertakes, as appropriate, that
  - a. this Agreement and the relationship created hereby and the GSSA's activities hereunder do not and will not violate any laws related to bribery and/or corruption, including but not limited to the OECD convention on combating bribery of foreign public officials in international business transactions and all related and implementing legislation or put the Principal in breach of any such laws, and further warrants that, in connection with the provision of the services or any of them, the GSSA will duly observe at all times throughout the period of this Agreement all applicable laws and the terms of this Agreement,
  - b. neither the GSSA nor, to the GSSA's knowledge, any other person, including but not limited to the GSSA's employees or agents, have made, or will offer to make any loan, gift, donation or other payment of anything of value, directly or indirectly, whether in cash or in kind, to or for the benefit of any officer or employee of a government agency, department, instrumentality, government-owned company, or public international organization, political candidate, political party or official thereof, or anyone acting in an official capacity for any of the foregoing (collectively, "Government Officials"), or to any other person to secure or retain business or obtain any improper advantage,
  - c. no Government Official or officer, director, shareholder, or employee of any commercial customer has a right to share directly or indirectly in the proceeds of any GSSA fee or other remuneration payable under this Agreement.

LCAG may conduct an anti-corruption audit of the GSSA's books and records if necessary and appropriate to ensure the GSSA complies with its obligations under this Section 4.

5. The GSSA ensures that all of its management and staff members ("Personnel") that will be assigned to matters affecting or arising out of this Agreement, are educated and trained with respect to any applicable legal provisions and/or requirements, for example but not limited to transport and logistics law, antitrust law and tax law.

6. The GSSA shall comply with all provisions of the IATA Traffic Resolutions in the sale of air cargo business, and any applicable legal provisions and/or requirements and any applicable legal provisions and/or requirements, for example but not limited to transport and logistics law, antitrust law and tax law.
7. In case an appointed Cargo Agent (forwarder) or any other customer is in default of payment or violates any rules or regulations laid down by IATA, the GSSA is obliged to notify the Principal in writing immediately.
8. The GSSA shall account to the Principal for all amounts received by the GSSA for the sale of transportation on the Principal's services.

#### **ARTICLE 8** OWN REPRESENTATION BY THE PRINCIPAL

The Principal reserves the right to establish its own office and to station its own management and staff in the Territory and the GSSA undertakes to maintain all necessary liaison with such staff in carrying out their duties and responsibilities; provided that the duties of such management and staff do not prevent, restrict or inhibit the GSSA in the performance of its duties described in this Agreement.

#### **ARTICLE 9** OBSERVANCE OF INSTRUCTIONS AND TARIFFS

1. The GSSA shall observe the Principal's timetables, tariffs and other similar documentation provided to it by the Principal. The GSSA shall monitor whether Agents in the territory are observing the timetables and tariffs. All rates offered by the GSSA must have prior written approval from the Principal.
2. The GSSA shall not vary or modify nor shall it authorise Agents to vary or modify, the terms and conditions of carriage or the contents appearing in the publications of the Principal without the prior written consent of the Principal. Any variation or modification by the GSSA, without the prior written consent of the Principal, shall be null and void and the GSSA shall be liable for any damage caused.

#### **ARTICLE 10** TRANSPORTATION DOCUMENTS

1. The Principal shall supply the GSSA with air waybills (AWBs) and other necessary documents (hereinafter referred to collectively as the "Documents"), at no charge, to be utilised solely for the purposes of this Agreement.
2. Such Documents are and remain the property of the Principal and will be issued by the GSSA only in compliance with the instructions of the Principal and in accordance with the provisions of this Agreement.
3. All such Documents delivered to the GSSA shall remain under its custody and care and the GSSA shall be responsible for recovering the Documents from agents, when warranted. The Principal reserves the right to withdraw, at any time, any unused Documents.
4. When authorised by the Principal, the GSSA or its agents may issue AWBs for air transportation offered by another carrier, in connection with the routes of the Principal.
5. Upon the termination of this Agreement, the GSSA shall immediately return to the Principal all unused AWB stock, which remains unused by itself or by its agents, as well as any other documents or other assets of the Principal in its possession, and shall render a complete accounting of all AWB stock.

#### **ARTICLE 11** RIGHT OF INSPECTION

1. The GSSA shall, upon reasonable notice, permit authorised representatives of the Principal to inspect and check all property, records, documents and records of transactions relating to the Principal's business and held by the GSSA. The Principal may make copies of all such records or documents.
2. All records, accounts and documents held by the GSSA on behalf of the Principal must be preserved by the GSSA for the periods agreed with the Principal or as required by local law, whichever period is longer.
3. All records of the GSSA in respect of the financial arrangements between the Principal and the GSSA shall be maintained in accordance with generally accepted accounting principles.

**ARTICLE 12** COMMUNICATION EXPENSES

1. Communication costs relating to all services referred to in this Agreement shall be borne as stated in the respective Attachment.
2. The Principal may connect the GSSA to its existing telex or other communications network for exclusive use between the GSSA and the Principal and/or its Sub-Agencies/Subsidiaries at an agreed upon fee.

**ARTICLE 13** REMUNERATION

The GSSA's Remuneration is laid out in Attachment C. Unless otherwise agreed in writing there shall be no further remuneration for any service or activity of the GSSA related to this Agreement. For the avoidance of doubt: There shall be no compensation payment by Principal to GSSA in case of termination of this Agreement or any other remuneration for acquiring business beyond the remuneration expressly agreed upon in this Agreement.

**ARTICLE 14** OTHER EXPENSES

The Principal shall reimburse the GSSA for those expenditures listed in Attachment B. Any other expenses will only be reimbursed if authorized in writing by the Principal.

**ARTICLE 15** SETTLEMENT OF ACCOUNTS

If the GSSA is obliged to collect monies on behalf of the Principal (as per respective Attachment), the following shall apply:

1. The GSSA shall remit freight charges to the Principal in accordance with the procedures as shown in the respective Attachment.
2. The GSSA shall be responsible for monies in respect of sales of air cargo transportation, whether sold by the GSSA or sales agents in the territory. In case of the existence and usage of CASS as billing system for the Principal in the Territory, CASS rules and processes are applicable
3. All monies collected by the GSSA for transportation sold on behalf of the Principal, including any commission withheld by the GSSA, are the property of the Principal and shall be retained by the GSSA as the property of the Principal until satisfactorily accounted for to the Principal. The GSSA has no right of retention and no right to set-off regarding these monies.
4. The GSSA shall be liable for payment to the Principal for all amounts due for the sales on behalf of the Principal, irrespective of whether the GSSA has collected such amounts or not, within the agreed terms of payment. Notwithstanding the foregoing, the GSSA shall not be liable for non collected amounts if the GSSA demonstrates that the reason for it is not based on a breach of this Agreement by the GSSA. A breach of this Agreement is in particular but not exclusively the non compliance with the agreed solvency check and / or credit line procedures.

**ARTICLE 16** CREDIT

The GSSA shall respect the credit policy of the Principal and shall follow any other instructions issued by the Principal with respect to credit.

**ARTICLE 17** LIABILITY AND INDEMNITY

Notwithstanding any other provision in this Agreement in no event shall the other Party nor any of its directors, officers, employees or agents be liable for any consequential, incidental, indirect, or special (including punitive) damages, including, but not limited to, loss of revenue or loss of business opportunity. This does not apply to breaches of Article 7 Section 4 and Article 19.

**ARTICLE 18** LEGAL PROCEEDINGS

The GSSA shall not without the consent in writing of the Principal, institute legal proceedings in the name of the Principal, settle, release or discontinue any action or other legal proceedings or otherwise prejudicially affect the interest of the Principal, but will do all things necessary to defend Principal's interests pending receipt of instructions. The GSSA shall inform the Principal without delay of the institution of any legal proceedings against the GSSA, and/or against the Principal.

**ARTICLE 19** CONFIDENTIALITY AND ANTTITRUST COMPLIANCE

In case the Principal discloses confidential information to the GSSA, the following shall apply:

1. Confidential Information means all proprietary business information which the Principal deems proprietary and confidential including (but not limited to) business plans, financial reports, details of products, customers, employees, assets and actual or upcoming intellectual property and information whether marked or not marked as confidential, whether disclosed in writing, visual, or machine readable form (including fax, e-mail and other electronic transmission), or orally and includes any information, analyses, compilations, notes, studies, memoranda or other documents derived from, containing or reflecting such information. Should there be any uncertainty about whether information is to be treated as Confidential Information, the GSSA undertakes to treat such information as confidential until the treatment of such Information has been clarified between the Parties.
2. The GSSA will treat and safeguard all the Confidential Information as private and confidential and protect it with security measures and a standard of care at least equal to that applied to its own confidential information. The GSSA may disclose Confidential Information to persons only who strictly have a need to know such information for the purposes of the Agreement from the following categories:
  - a) GSSA's employees, directors, officers or advisors,
  - b) agents or representatives, including but not limited to lawyers, accountants, consultants and financial advisors
3. The GSSA shall ensure that each of these persons listed above are made fully aware of the obligations of confidence to the Principal and that each such person is put under a similar and no less onerous personal obligation to the GSSA. The GSSA undertakes not to use the Confidential Information for any purpose other than the purposes of the Agreement.
4. Disclosure shall also be permitted to the extent as required by compulsory law or order of any court or governmental agency. In these cases the GSSA shall notify the Principal without undue delay where permitted by applicable law.
5. Notwithstanding anything set forth herein in the contrary, no information shall be deemed Confidential Information which:
  - at the time of the disclosure or thereafter is or becomes publicly known through no wrongful act of the GSSA (and for the avoidance of doubt such wrongful act would include a breach of this agreement), or
  - is received by the GSSA from a third party without similar restriction and without breach of this Agreement or any other confidential obligation, or
  - is independently developed by the GSSA without breach of this Agreement, or
  - is approved in writing for release by the consent of the Principal.
6. Breach of the foregoing non-disclosure requirement will permit the non-breaching Party to terminate this Agreement with immediate effect. This confidentiality provision shall survive the expiration or termination of this Agreement.
7. The GSSA shall commit himself to comply with the statutory antitrust provisions. The GSSA in particular commits not to exchange the Principal's specific information, i.e. information regarding prices, price components and other information that would generally be classified as a business secret, with competitors of the Principal.
8. The same prohibition shall apply to all employees of the GSSA, its subcontractors and other third parties acting upon the instructions of the GSSA. The GSSA shall ensure that all its employees are skilled regarding the applicable competition laws.

**ARTICLE 20** MODIFICATIONS OR ADDITIONS

Modifications of/or additions to this Agreement must be approved in writing by both parties provided, however, that any modifications or additions shall be deemed to have been incorporated herein as from the agreed effective date. This also applies to an amendment of this form requirement.

**ARTICLE 21** TITLES AND EXTENDED MEANINGS

The division of this Agreement into articles, sections, paragraphs, subsections and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.



**ARTICLE 22** FURTHER CLAUSES

If any provision of this Agreement is or becomes ineffective, void or inoperable, the other provisions shall remain in full force and effect, and the ineffective, void or inoperable provision shall then be replaced by a provision agreed by the Parties, fulfilling as closely as possible the purpose of the provision so replaced. The same shall apply to any matters not covered in this Agreement by omission.

Unless expressly permitted in this Agreement the GSSA shall not be entitled to exercise rights of set-off against any payment obligation under or in connection with this Agreement or to exercise any right of retention, within a period of three months before a planned execution of these rights, unless a counterclaim has been declared uncontested by the Principal or has been established by a final judgement.

**ARTICLE 23** GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in all respects in accordance with the laws of Colombia, without regard to the principles of conflicts of laws. The parties will aim to settle amicably disputes arising from the application or interpretation of this agreement. In the event that an amicable settlement is not successful, Bogota, Colombia shall be the exclusive place of jurisdiction for any legal action that should arise out of or in connection with this Agreement.

**ARTICLE 24** NOTICE

Unless otherwise specified, notice to a party required under this Agreement must be provided in writing and delivered personally or by courier, sent by prepaid registered mail or transmitted by fax to the parties as follows:

If to GSSA: Navesoft Ltda.  
Address: World Trade Center  
Calle 100 no.8A-49 oficina 806  
Attention: Nelson Garzón  
Email: ngarzon@navesoft.com  
Fax: +571 296.6301

If to Principal: Lufthansa Cargo AG  
Address: Rua Barão do Triunfo, nr.520 – cj162,  
ZIP Code: 04602-002, São Paulo-SP / Brasil  
Attention: Gunnar Loehr  
Email: gunnar.loehr@dlh.de  
Fax No. +55 11 2161.7580

or to any other address, fax number or person that the party designates. Any notice, if delivered personally or by courier, will be deemed to have been given when actually received, if transmitted by facsimile, it shall be deemed to have been received on the next business day (in jurisdiction of the recipient) following its transmission by facsimile.

**ARTICLE 25** WAIVER

Failure by either party to exercise any of its rights, powers or remedies under this Agreement or its delay to do so shall not constitute a waiver of those rights, powers or remedies. Such failure to exercise or partial exercise by a party of a right, power or remedy shall not prevent its subsequent exercise or exercise of any other right, power or remedy.

**ARTICLE 26** EXECUTION AND TERMINATION

1. This Agreement shall become effective on 01.01.2017 and shall be valid until terminated according to the following provisions.
2. Either party may at any time terminate this Agreement forthwith in the following circumstances:
  - (i) The other party commits an act of bankruptcy, becomes insolvent, makes an assignment for the benefit of its creditors, or enters into any arrangement [or composition] with its creditors, or in the event that any proceedings shall be commenced by or against the other party under any bankruptcy or insolvency laws, or proceedings for the appointment of a receiver or any other official with similar powers are commenced;

- (ii) In case of the other party's winding-up.
  - (iii) In the event that the other party commits a breach of any of the material terms and conditions of this Agreement, which breach is not cured within 30 days of receipt by the party in breach of a notice setting out the breach and calling upon the party in breach to remedy it.
  - (iv) in the event that the GSSA commits a breach of any of its information obligations set out in Article 3 above.
  - (v) in the event that the GSSA commits a breach of any applicable legal provisions. Without prejudice to any other rights the Principal may have, the Principal shall be entitled to terminate without previous notice fully or partially this Agreement as well as any other contractual relationship the Parties may have, if the Principal gains knowledge or has reason to suspect that the GSSA is in breach of Article 7 Section 4 and Article 19 and/or that the information provided in the self-declaration are not correct,
3. Either party may terminate this Agreement, without cause, upon provision of ninety (90) days written notice to the other party.
  4. If this Agreement such termination will not affect any previous rights, claims or liabilities of either party created or incurred prior to termination.
  5. Within fourteen (14) days of the termination of the Agreement or within such further time as may be prescribed by the Principal, the GSSA shall deliver to the Principal or his nominee all documents and other property of the Principal.

**ARTICLE 27 ENTIRE AGREEMENT**

This Agreement (including any schedules and attachments referred to herein, which are hereby incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement. Any changes to this Agreement are only effective if made in writing and duly executed by both parties.

SIGNED ON BEHALF OF:

LUFTHANSA CARGO

GENERAL SALES AND SERVICE AGENT

.....  
 NAME: ~~ALEXIS VON HOENSBROECH~~ *Gunnar Loehr*  
 TITLE: ~~MEMBER OF THE EXECUTIVE BOARD~~ *Vice President*  
~~PRODUCT & SALES~~ *Latin America & Caribbean*  
 DATE: .....

.....  
 NAME: NELSON A. GARZON  
 TITLE: GENERAL MANAGER  
 DATE: .....

.....  
 NAME: ~~THOMAS SONNTAG~~ *Thomas Schanze*  
 TITLE: ~~VICE-PRESIDENT PROCUREMENT~~ *Head of Procurement Network & Services*  
~~& INFRASTRUCTURE~~  
 DATE: .....

.....  
 NAME: .....  
 TITLE: .....  
 DATE: .....