

FLIGHT TRAINING AGREEMENT

This FLIGHT TRAINING AGREEMENT (hereinafter referred to as "Agreement") is made and entered into on this _____ day of _____, 2026.

BETWEEN:

AVIATION CONNECTIVITY AND INFRASTRUCTURE DEVELOPERS PVT. LTD., a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Plot No. 3, Khasra No. 385, Back Building, 3rd Floor, 100 Feet Road, Ghitorni Village, New Delhi – 110030, and its principal place of business for flight training operations at AirTaxi Academy, Hubballi Airport, Karnataka, India (hereinafter referred to as "the Training Provider," which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the **FIRST PART**;

AND

STUDENT NAME , S/O: , VTC: , PO: , Sub District, District:, State:, PIN Code: , holding Aadhaar Card No. and Passport No. (hereinafter referred to as "the Student," which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executors, administrators, and legal representatives) of the **SECOND PART**.

(The Training Provider and the Student hereinafter collectively referred to as "the Parties" and individually as "Party").

WHEREAS:

- I. The Training Provider is a duly licensed and approved entity engaged in the business of offering comprehensive flight training programs, including but not limited to, Commercial Pilot License (CPL) courses, from its facility in Hubballi, Karnataka.
- II. The Student is desirous of undertaking a flight training program with the Training Provider to obtain a Commercial Pilot License (CPL) and other

associated ratings and has represented to the Training Provider that he/she meets all the eligibility criteria for enrollment in such a program.

- III. The Training Provider has agreed to admit the Student to its flight training program, subject to the terms and conditions hereinafter appearing.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings ascribed to them below:

- a. **"Aircraft"** shall mean any aircraft owned, leased, or operated by the Training Provider for the purpose of flight training.
- b. **"Course"** shall mean the Commercial Pilot License (CPL) training program, including associated ratings, as detailed in Schedule A hereto.
- c. **"DGCA"** shall mean the Directorate General of Civil Aviation, Government of India.
- d. **"Fees"** shall mean the total charges payable by the Student to the Training Provider for the Course, as specified in Schedule B hereto.
- e. **"Instructor"** shall mean a flight instructor duly qualified and authorized by the DGCA and employed by the Training Provider.
- f. **"Training Facility"** shall mean the premises, including classrooms, simulators, hangars, and operational areas, utilized by the Training Provider in Hubballi, Karnataka.
- g. **"Expulsion"** shall mean permanent removal/cancellation of student(s) from the training program, forfeiture of right to use the training school aircraft or any facilities.
- h. **"Suspension"** shall mean temporary cease of the training program of the student(s) due to fault in their academic, administrative and proficiency infraction.

- i. **“Satisfactory Performance”** shall mean maintaining behavioural, academic and flight standards during the entire course of flight training.

2. SCOPE OF TRAINING

2.1. The Training Provider shall provide the Student with comprehensive theoretical and practical flight training for the purpose of obtaining a Commercial Pilot License (CPL) and other specified ratings, in accordance with the curriculum detailed in Schedule A and as per the standards prescribed by the DGCA.

2.2. The training shall include ground classes, simulator training, and actual flight training on various Aircraft types as deemed appropriate by the Training Provider and required by the DGCA regulations.

2.3. The Training Provider reserves the right to modify the Course curriculum, training methodologies, or Aircraft types used, if necessitated by regulatory changes, operational requirements, or advancements in aviation technology, provided such modifications remain in compliance with DGCA-mandated syllabus requirements. The Student acknowledges that a change in Aircraft type assigned for training, including but not limited to a transition between aircraft types during the course of training, is within the Training Provider's operational discretion and shall not, by itself, constitute a breach of this Agreement, a ground for refund, or a basis for any claim of delay against the Training Provider.

3. DURATION OF TRAINING

3.1. The course of Batch () Course name (CPL/CP) commenced from () and is expected to be completed within a period of eight to twelve (8 to 12) months, subject to the Student's performance, weather conditions, Aircraft availability, regulatory approvals, and other unforeseen circumstances.

3.2. The Training Provider shall endeavour to complete the training within the stipulated period but shall not be held liable for delays arising from reasons beyond its reasonable control.

3.3 The Student expressly acknowledges and agrees that the scheduling, sequencing, frequency, and pacing of ground classes, simulator sessions, and flight training sorties (“Rostering”) shall be at the sole and absolute discretion of the Training Provider, having regard to aircraft availability, instructor availability, weather conditions, airspace restrictions, batch and cohort scheduling, and other operational considerations. The Student shall have no entitlement to any specific frequency, sequence, or pace of training, and any variation, gap, or interval in Rostering shall not, by itself, constitute a breach of this Agreement or entitle the Student to any claim, compensation, or extension of Fees validity against the Training Provider

3.4 Any period during which the Student is unavailable for training on account of leave, medical unfitness, personal circumstances, or failure to report as scheduled shall not be counted towards, or attributed as a delay by, the Training Provider in the performance of its obligations under Clause 3.1, and the Student shall bear any consequential cost, including but not limited to extended training duration fees as referenced in the Admission Form

4. FEES AND PAYMENT SCHEDULE

4.1. The total Fees for the Course shall be as detailed in Schedule B.

4.2. The Student shall pay the Fees in instalments as per the payment schedule outlined in Schedule B.

4.3. All payments shall be made by online mode to the Training Provider's designated bank account.

4.4. In the event of any delay in payment of instalments beyond the due date, the Student shall be liable to pay a late payment charge of **2.5%** per month on the outstanding amount, compounded monthly, until the date of actual payment.

4.5. The Fees are inclusive of examination fees, licensing fees, medical examination fees, accommodation, living expenses, or personal insurance. However, any utensils/cutlery/tableware/kitchenware items required by the student for his/her own personal use, shall be purchased solely by the student only.

5. OBLIGATIONS OF THE TRAINING PROVIDER

- 5.1 To provide qualified and DGCA-approved Instructors for ground and flight training.
- 5.2. To make available airworthy Aircraft and appropriate training facilities, including simulators, for the duration of the Course.
- 5.3. To maintain all necessary licenses, approvals, and certifications required by the DGCA for conducting flight training.
- 5.4 To conduct regular assessments of the Student's progress and provide constructive feedback. For the purposes of this Clause, the maintenance and completion of the Flying Trainee's Progress Record (FTPR), or any successor or equivalent training record, after each ground, simulator, or flight training session shall be deemed to satisfy the Training Provider's obligation under this Clause.
- 5.5. To ensure adherence to all applicable aviation safety standards and regulations.

6. OBLIGATIONS OF THE STUDENT

- 6.1. To diligently attend all ground classes, simulator sessions, and flight training sessions as scheduled by the Training Provider.
- 6.2. To maintain the required academic and practical performance standards throughout the Course, as determined by the Training Provider and DGCA regulations.
- 6.3. To strictly adhere to all rules, regulations, safety procedures, and instructions issued by the Training Provider and its Instructors.
- 6.4. To maintain a valid Class I Medical Assessment throughout the Course, as mandated by the DGCA. The Student shall promptly inform the Training Provider of any change in his/her medical status that may affect flight fitness.
- 6.5. To make timely payment of all Fees and other charges as per the agreed schedule.
- 6.6. To treat all Aircraft, equipment, and facilities of the Training Provider with utmost care and respect.
- 6.7. To conduct himself/herself in a disciplined and professional manner at all times, both within and outside the Training Facility.

6.8 To acknowledge that any unavailability for training arising from the Student's own leave, medical condition, personal circumstances, or delayed readiness for scheduled training or examinations is the Student's own responsibility and shall not be attributed to the Training Provider as a delay or failure of training delivery.

7. AIRCRAFT USAGE AND LIABILITY

7.1. The Student shall operate Aircraft only under the direct supervision and authorization of a qualified Instructor.

7.2. The Student acknowledges and agrees that he/she shall be solely liable for any damage to the Aircraft, equipment, or property of the Training Provider caused by his/her gross negligence, willful misconduct, or deliberate disregard of instructions or safety procedures. This liability shall extend to the full cost of repairs or replacement, beyond any insurance coverage maintained by the Training Provider.

7.3. The Training Provider shall maintain appropriate insurance coverage for its Aircraft and operations. However, this insurance does not absolve the Student of liability for damages caused by their aforementioned actions.

8. PERFORMANCE STANDARDS AND EXPULSION

8.1. The Student must achieve satisfactory performance in all theoretical examinations, practical assessments, and flight checks as prescribed by the Training Provider and DGCA.

8.2. The Training Provider reserves the absolute right to suspend or expel the Student from the Course, without refund of any Fees paid, if the Student:

a. Fails to meet the required academic or practical performance standards after being afforded not less than two (2) documented debriefings highlighting the specific performance deficiency in question, recorded in the FTPR.

b. Violates any safety regulations or operational procedures.

c. Engages in any act of indiscipline, misconduct, or brings disrepute to the Training Provider.

d. Fails to maintain the required medical fitness.

e. Fails to make timely payment of Fees.

8.3. The decision of the Training Provider regarding suspension or expulsion shall be final and binding on the Student.

8.4 The Flying Trainee's Progress Record (FTPR), instructor debriefing notes, and other training records maintained by the Training Provider in the ordinary course of training shall, in the absence, be deemed conclusive evidence of the Student's performance and conduct for all purposes under this Agreement, including but not limited to any assessment under this Clause 8 or any claim for refund under Clause 10.

9. TERMINATION OF AGREEMENT

9.1. This Agreement may be terminated by either Party by giving 30 days' written notice to the other Party.

9.2. The Training Provider may terminate this Agreement immediately without notice if the Student breaches any material term of this Agreement, including but not limited to, non-payment of Fees, serious misconduct, or failure to maintain medical fitness. or if the Student is suspended or expelled under Clause 8.2, which expulsion shall, for all purposes of this Clause 9 and Clause 10, be deemed a breach by the Student as per the terms of this agreement.

9.3. In the event of termination by the Student, or by the Training Provider due to the Student's breach, the refund policy outlined in Clause 10 shall apply.

10. REFUND POLICY

10.1. In the event of termination of this Agreement by the Student, or by the Training Provider due to the Student's breach, the following refund policy shall apply:

a. If termination occurs before the commencement of the Course, 100% of the total Fees paid shall be refunded, after deducting administrative charges which includes the admission fee and administrative fee.

b. If termination occurs after the commencement of the Course, no refund of Fees shall be provided of the fees already paid.

c. The Training Provider shall refund any unutilized portion of the Fees if the Course is discontinued by the Training Provider for reasons other than the Student's breach, calculated on a pro-rata basis for the uncompleted portion of the Course.

10.2. All refunds, if applicable, shall be processed within 60 days from the date of termination subject to the Student's clearance of all outstanding dues, return of all Training Provider property in good condition, and execution of a clearance certificate in the form prescribed by the Training Provider. The 60-day period referenced herein shall commence from the date such clearance is completed, and not from the date of termination.

10.3 The Training Provider shall be entitled to deduct from any refund otherwise payable under this Clause, any amount owed by the Student to the Training Provider, including but not limited to outstanding dues, accommodation or utility charges, the cost of unreturned or damaged Training Provider property, and any liquidated damages payable under Clause 21.6, without prejudice to the Training Provider's right to pursue recovery of any balance amount through legal process.

11. NO GUARANTEE OF EMPLOYMENT

11.1. The Student acknowledges and expressly agrees that the completion of the Course and obtaining the Commercial Pilot License does not, in any manner whatsoever, guarantee employment with the Training Provider or any other airline or aviation entity. Unless the student is enrolled in the Cadet Pilot Program.

11.2. The Training Provider shall not be responsible for the Student's employment prospects or for securing any job opportunities for the Student upon completion of the Course, unless the student is enrolled in the Cadet Pilot Program.

12. INTELLECTUAL PROPERTY

12.1. All intellectual property rights, including copyrights, in the training materials, curriculum, manuals, and other educational resources provided by the Training Provider, shall remain the sole property of the Training Provider.

12.2 The Student agrees that, for a period of twelve (12) months following the termination or conclusion of this Agreement, the Student shall not use, disclose, reproduce, or share the Training Provider's proprietary training materials, internal Standard Operating Procedures, manuals, or curriculum with any third party, including any other flying training organisation, for any purpose.

13. CONFIDENTIALITY

13.1. The Student agrees to keep confidential all proprietary information, trade secrets, operational procedures, and other sensitive data pertaining to the Training Provider's business that may be disclosed during the Course.

13.2. This obligation of confidentiality shall survive the termination of this Agreement.

14. FORCE MAJEURE

14.1. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to, acts of God, war, terrorism, riots, civil commotion, natural disasters, epidemics, pandemics, government regulations, strikes, lockouts, or unavailability of fuel or spare parts.

14.2. The Party affected by such an event shall promptly notify the other Party and shall use all reasonable endeavors to mitigate the effects of the Force Majeure event.

15. INDEMNIFICATION

15.1. The Student hereby agrees to indemnify and hold harmless the Training Provider, its directors, officers, employees, and agents from and against any and all claims, liabilities,

damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- a. Any breach by the Student of any term or condition of this Agreement.
- b. Any negligent or wilful act or omission of the Student during the Course.
- c. Any injury to persons or damage to property caused by the Student, except where such injury or damage is directly attributable to the gross negligence or wilful misconduct of the Training Provider.

16. DISPUTE RESOLUTION AND GOVERNING LAW

16.1. Any dispute or difference arising out of or in connection with this Agreement, including its interpretation, performance, or termination, shall first be attempted to be resolved amicably through mutual discussions between the Parties.

16.2. If the Parties are unable to resolve the dispute amicably within Thirty (30) days, the dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof.

16.3. The arbitration shall be conducted by a sole arbitrator appointed mutually by the Parties. If the Parties fail to agree on a sole arbitrator within Thirty (30) days, the appointment shall be made in accordance with the provisions of the Act.

16.4. The seat and venue of arbitration shall be New Delhi, India. The language of arbitration shall be English.

16.5. This Agreement shall be governed by and construed in accordance with the laws of India.

16.6. Subject to the arbitration clause above, the Courts in New Delhi, India, shall have exclusive jurisdiction to entertain any suit or proceeding arising out of this Agreement.

17. ENTIRE AGREEMENT

17.1. This Agreement, including its Schedules, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether written or oral, relating to the same.

18. AMENDMENTS

18.1. No amendment, modification, or waiver of any provision of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

19. NOTICES

19.1. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered post, or by recognized courier service, or by email with confirmation of receipt, to the addresses specified below:

20. SEVERABILITY

20.1. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the remainder of the Agreement shall continue in full force and effect.

21. CODE OF CONDUCT OF STUDENTS

21.1 The Student shall adhere to all the Rules and Regulations made by ACIDPL from time to time to maintain proper discipline. ACIDPL will have the right to suspend and bar trainees who are found to be undisciplined and do not adhere to the standard of discipline and behaviour as expected from a trainee. Fees/Advance amount paid by the Trainee will not be refunded.

21.2 Sending abusive or inappropriate mails or any other written communication in letter or electronic formats, to any staff member of the training center shall not be entertained.

21.3 The staff and trainees are entitled to a safe and protective environment in which to work. Therefore, behaviour that will cause harassment, alarm or distress to users of the premises is contrary to the aims of the Training School.

21.4 The Student consent and agree that in no event, and at no time during the Term of this Agreement or at any time, thereafter, shall disparage, denigrate, slander, libel or otherwise defame the training provider or its businesses, services, properties or assets, or employees, personnel, agents, or representatives, whether by way of any written, verbal, or electronic communication

21.5 That the Student agrees that he/she will not otherwise do or say anything that could disrupt the good morale or otherwise harm the interests or reputation of the training provider.

21.6 In the event of any breach of Clause 21.4 by the Student, the Training Provider shall be entitled, without prejudice to any other remedy available to it by law, to claim damages from the Student in a sum to be specified in Schedule B, and/or to set off such sum against any refund otherwise due to the Student under Clause 10.

22. FUEL SURCHARGE

22.1 The Training Provider reserves the right to levy and implement a fuel surcharge from time to time, as may be reasonably required. The applicable fuel surcharge shall be determined at the commencement of each calendar month, based on the prevailing fuel price index or such other relevant benchmark as may be adopted by the training provider for this purpose. The said surcharge shall be charged on the basis for all training flights undertaken by the student and shall be payable in addition to the agreed training flight rate.

22.2 The Training Provider shall provide the student with prior written notice of at least 10 (Ten) days before any new or revised fuel surcharge rate becomes effective. Upon such notice, the revised fuel surcharge shall apply to all training flights conducted on or after the effective date specified in the notice.

23. FOREX EXCHANGE

23.1 The Student acknowledges and agree that some segments of the flight school training including but not limited to expenses, fuel surcharge, airport fees, and aircraft purchase costs may be denominated in foreign currency, including United States Dollars (USD) and/or Euros (EUR). In the event of any fluctuation in the exchange rate between INR and USD/EUR after execution of this Agreement, the training provider reserves the right to proportionately revise the INR equivalent of the training fees and other charges.

23.2 If the Training Provider has to pay or calculate anything in USD/EURO or foreign currency and the Indian Rupee value increases due to forex fluctuation or bank charges, the student shall be liable to pay the additional amount in view of the fluctuation of foreign exchange rates.

24. ASSIGNMENT

24.1 The Student shall not be entitled to assign any of its rights and obligations in this Agreement to any Third Party. However, the Company may assign all or part of its rights and obligations to one or more of its affiliates or any successor in interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

COMPANY NAME _____

CEO AND DIRECTOR

WITNESSES:

1.

2.

FOR THE STUDENT

SCHEDULE A – COURSE OF BATCH () COURSE NAME (CPP/CPL)

SCHEDULE B – FEE STRUCTURE:

ADDENDUM FOR THE CADET PILOT PROGRAM

This Addendum ("Addendum") is made and entered into on this ____ day of _____ 2026, by and between:

AVIATION CONNECTIVITY AND INFRASTRUCTURE DEVELOPERS PVT. LTD., a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Plot No. 3, Khasra No. 385, Back Building, 3rd Floor, 100 Feet Road, Ghitorni Village, New Delhi – 110030, and its principal place of business for flight training operations at AirTaxi Academy, Hubballi Airport, Karnataka, India (hereinafter referred to as "the Training Provider," which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the **FIRST PART**;

STUDENT NAME , S/O: , VTC: , PO: , Sub District, District:, State:, PIN Code: , holding Aadhaar Card No. and Passport No. (hereinafter referred to as "the Student," which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executors, administrators, and legal representatives) of the **SECOND PART**.

1. ADDENDUM OVERVIEW

1.1 This Addendum represents the additional Terms and Conditions between the Training Provider and the Student. The purpose of this addendum is to facilitate implementation of required services between the parties.

Except as specifically specified herein, all Terms and Conditions of the original Agreement shall remain unamended and into full effect.

2. REPRESENTATIONS OF THE TRAINING PROVIDER

2.1 An initial Letter of Intent (LOI) shall be provided by the Training Provider to the Student at the time of joining the Cadet Pilot Program.

2.2 The final Letter of Intent (LOI) shall be provided by the Training Provider to the Student for the job role of **PILOT** after completion of the Cadet Pilot Program.

2.3 The Training Provider may at its sole discretion choose to change and/or alter the place of training if it deems to be fit.

2.4 The proposed compensation structure including incentives, bonus and additional allowances shall be illustrated in the Letter of Intent (LOI) by the Training Provider to the Student.

3. REPRESENTATIONS OF THE STUDENT

3.1 The Student agrees to undergo course as per the course curriculum, intimated by the Training Provider.

3.2 The Student hereby unconditionally undertakes, agrees and guarantees that he/she shall undergo the course with the highest sense of responsibility and diligence.

3.3 The Student understands and acknowledges that the Training Provider has expended substantial amount of money to arrange the training program and resources and the same agrees to strictly fulfil his/her covenants contained herein.

4. RESERVATION OF RIGHT TO MODIFY COMPENSATION

4.1 The Service Provider shall pay the compensation to the Student as per the fee structure and payment schedule. The proposed compensation shall be described in the Letter of Intent (LOI) and shall be accepted by the Student.

4.2 Notwithstanding anything contained in this agreement, the Training Provider shall have the unrestricted right, at its sole discretion to revise, modify or restructure the Student's compensation, incentive, benefit, and bonus at any time and from time to time in accordance with business requirements and applicable policies. The Student expressly agrees to accept such modifications as a condition of continued employment.

4.3 Any such modification may be made in accordance with the Training Provider's business requirements, internal policies, performance considerations, market conditions, statutory requirements, or organizational restructuring. The Training Provider shall provide written communication of any such changes, and the revised salary structure shall become effective from the date specified by the Training Provider.

5. EFFECT OF ADDENDUM

5.1 The parties acknowledge and agree that the provisions contained in this Addendum are legally binding and enforceable in the same manner as the original Agreement.

5.2 All obligations, liabilities, warranties, indemnities, payment commitments, training requirements, and disciplinary provisions under the original Agreement shall continue to apply unless expressly amended by this Addendum.

6. ACCEPTANCE

IN WITNESS WHEREOF, the Parties have executed this Addendum on the date first written above.

FOR AVIATION CONNECTIVITY AND INFRASTRUCTURE DEVELOPERS PVT. LTD.

CEO AND DIRECTOR

FOR THE STUDENT
