

AGENCY AGREEMENT

THIS AGREEMENT is made between Emirates whose principal place of business in the USA is located at 55 East 59th Street, 5th Floor, New York, NY 10022 and Dumonde Travel (ARC #1058330) hereinafter referred to as “Agency” whose principal place of business is located at 168 South 1st Street, Suite #700, Miami, FL 33131

1. Term

- 1.1. This agreement shall be effective from December 1, 2016 and will continue in effect until November 30, 2017 unless otherwise terminated earlier in accordance with its terms.
- 1.2. Either party may terminate this Agreement without cause & without penalty upon 30 days written notice to the other party.
- 1.3. The term of this Agreement may be extended or renewed by written agreement between the parties.

2. Application of Agency Rate

- 2.1. Emirates will during the term of this Agreement authorizes the Agency to issue tickets for the Applicable Services at the rates set out in “Agency Time of Ticketing Discount Agreement” attached (the “Agency Rate”) subject to the conditions set out in this Agreement.
- 2.2. The “Applicable Services” shall include Emirates, code share and/or interline services specified as such in “Agency Time of Ticketing Discount Agreement”.
- 2.3. The Agency Rate may not be used by the Agency with any other promotion, discount or special offer.
- 2.4. All conditions attached to the Agency Rate are noted in the attached Agency Time of Ticketing Discount Agreement.

3. Issuance of Tickets under this Agreement

- 3.1. The Agency will issue standard traffic documents distributed by the Airline Reporting Corporation (“ARC”). All documents issued under this contract must be electronic tickets or ATB’s, in the United States, paid for in U.S. Dollars and plated on Emirates (176) only.

- 3.2. Emirates' obligation to issue tickets through "Agency" is subject to availability of seats for the specified class of service on the relevant flight. Tickets issued pursuant to this Agreement, are non-endorsable/non-re-routable and are valid for travel on the Applicable Services as referenced in the Agency Time of Ticketing Discount Agreement attached. All travel using these commissions must be booked in proper class of service. If reservation, booking, fares and ticketing rules are not followed by agency, Agency Debit Memorandums will be raised on the Agency and Emirates may take whatever additional action it deems appropriate including, but not limited to, inhibiting Agency from booking on Emirates.
- 3.3. All tickets must reflect the appropriate Emirates Ticket Designator which must appear in the Ticket Designator Box as noted on Agency Time of Ticketing Discount Agreement.
- 3.4. No further commission or discount will apply to this Agreement
- 3.5. Attached fares may not be sold or distributed to other agents and must only be sold directly to direct customers and corporate accounts. Violation of this clause will result in the termination of this agreement and may result in Emirates inhibiting Agency from booking on Emirates. Emirates must be advised as to which corporate accounts will receive these fares.

4. Revenue Target

- 4.1. Revenue Target for the Agency for the term of this Agreement is USD \$150,000 TARGET REVENUE and will be measured based on Emirates net flown revenue during the contract period as reported by Emirates Revenue Accounting.

5. Fares

- 5.1. Emirates reserves the right to change fares and/or fare conditions at any time should agency diversify their sales distribution channels.

6. Submission of Sales Reports and Settlement of Accounts

- 6.1. All sales are to be reported through the Airline Reporting Corporation ("ARC") in accordance with the Agency's agreement with ARC and its rules and regulations.

7. Settlement of Outstanding Agency Debit Memorandums

- 7.1. Agent must utilize the ARC Memo Management System for the receipt of and response to all ADMs. All debit notes and ADMs must be settled within thirty (30) days of the date of receipt of the debit note or ADM. Agent agrees to pay a service charge of USD \$30 for each for failure to pay any valid ADM within thirty (30) days from the date of receipt.

7.2. If the Agent does not intend to make the settlement within the time frame specified herein because of material disagreement with the contents of the debit note or ADM, details of such disagreement must be furnished in writing or through the ARC Memo Management System within the aforesaid time frame. If response is not so given or is not given within thirty (30) days, Agent agrees that the debit note or ADM will fall due for immediate payment and Emirates may, at its sole discretion, recover the amount of the debit note or ADM from the Security Deposit provided by the Agent or any other dues to the agent including incentive payments.

8. REFUNDS:

8.1. All refunds must be made strictly as per the fare rules under which the ticket was issued. Any request for waiver of refund penalties must be made in writing prior to Agent's processing of the refund request. No waiver shall be valid unless given in writing to Agent by Emirates and any waiver shall only apply to the ticket numbers specified. No blanket waivers will be given.

8.2. Commission claimed on sale must be refunded to Emirates when the ticket is refunded.

8.3. Unless specified to the contrary in the fares rules, partially used tickets are not refundable.

9. Credit Card Sale

9.1. Emirates accepts the following credit cards only.

- (i) American Express
- (ii) Diners
- (iii) Visa
- (iv) Master Card

9.2. Agency is prohibited from using credit cards issued to its employees, partners, owners or shareholders to pay for tickets being issued to passengers. Any such usage will entitle Emirates to terminate this Agreement immediately on written notice without cause and without penalty.

9.3. Credit Card transactions must be done strictly as per requirements stipulated by ARC and Credit Card companies. No credit card transaction shall be for an amount exceeding the lower of: (i) 125% of the Agency Rate provided to the Agency by Emirates for such transaction, or (ii) the Agency Rate for such transaction plus \$[150]. No credit card transaction under this Agreement shall combine a charge for air transportation with a charge for any other goods or services.

9.4. All credit card information requests or charge back payment requests must be responded to within 2 working days or earlier if so required in the request for information. The response must include copies or originals of supporting documents (as requested in case to case) that are required to be kept as per ARC regulations.

10. GDS USAGE

10.1 The Agency will use GDS for legitimate Emirates reservations and ticketing only. Under no circumstances will segments be created by the Agency that are not to be ticketed.

10.2 All HX segments must be cancelled by the Agency immediately and in any case before the first flight date in the PNR. Failing this, debits will be sent to the Agency for Carriers segment cost and these must be paid immediately.

10.3. The Agency must create and fulfill all the PNRs to be ticketed in their Pseudo City code and the Agency is responsible for all the PNRs made under its Pseudo City code.

10.4 Debit notes and Agency Debit Memorandums (“ADMs”) will be raised on the Agency for GDS wastage incurred by the Airline that is attributable to the Agency.

11. Advertising

11.1. The Agency shall not use Emirates name, logo or other image(s) in advertisements or other forms of promotion without the express written consent of Emirates. Use of Emirates name in any advertisement containing unpublished fare is strictly prohibited.

11.2. Search Engine Marketing Regulations: These regulations are applicable for agents with regard to their activities on all search engines, including but not limited to Google, Yahoo! Search marketing, MSN etc.

11.3. The agent is not permitted to bid on Emirates brand related terms. This consists of variations of Emirates related terms, product names, misspells and company URL's. The Travel Company must negative match all brand terms on any broad match PPC activity (e.g. Emirates flights).Forbidden keywords include but are not limited to:Emirates, Fly Emirates, Emirates Airline, Emirates Airlines, www.emirates.com, emirates.com etc.

11.4. The following rules apply to the display urls; The agent can include trademarks in the sub folders of the display URL's in Search Engine Adverts e.g. www.Travel Company name.com/emirates. The agent is not allowed to include trademarks in the sub domain of the display URL's in Search Engine Adverts e.g. www.emirates.Travel Company name.com. The agent is not allowed to operate domains which contain trademarks for the sole purpose of driving traffic from Search Engines e.g. www.emiratesoffers.com. Emirates agrees to reciprocate the same in relation to the Travel Company and Emirates will not bid on the Travel Company's brand related terms.

12. Fare Advertisement in Publicly available Media

- 12.1. Agent, its employees and sub-agents are prohibited from advertising in any media generally accessible by the public, any retail agency, on-line travel agent, wholesaler, consolidator, tour operator or entity, a price that is below the price available through the applicable published fare for the itinerary concerned. Any such advertisement shall entitle Emirates to terminate this Agreement on written notice at any time without penalty.

13. Ownership of the Agency

- 13.1. The Agency must provide Emirates, in writing, of any change in partners or any change in share ownership within seven days of such change.
- 13.2. Emirates may at their own discretion decide to continue or summarily terminate the Agency pursuant to any change in ownership within seven days of such change.
- 13.3. Failure to advise Emirates as per clause 13.1 above will entitle Emirates to terminate this Agreement immediately on written notice without cause and without penalty.
- 13.4. The Agency and its owners and officers, hereby agrees that Emirates is authorized and permitted to obtain a credit report on Agency, its owners and officers, from any one or more credit rating entity(ies), e.g., TransUnion, Equifax, Experian, Dun & Bradstreet and, to the extent that this Authorization is deemed insufficient by any such entity, that Agency will sign all authorizations necessary to obtain such reports.

14. Modification and Entire Agreement

- 14.1. This Agreement may not be amended, modified, altered or changed except in writing signed by both parties hereto, except that Emirates may amend, modify, alter or change this Agreement by providing written notice thereof and which shall be deemed consented. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof except for any applicable provisions of any ARC or IATAN agreement in effect between Emirates and the Agency. To the extent of any inconsistency between this Agreement and any ARC or IATAN agreement in effect between Emirates and Agency, the provisions of this Agreement shall govern.

This Agreement may not be assigned, is non-transferable, and is null and void in case of transfer or change of ownership of the Agency unless continuation of this Agreement has been agreed to in writing by Emirates after the change of ownership.

15. Confidentiality

The Agency agrees to keep this Agreement and its terms strictly confidential between Emirates and the Agency. Failure to do so will result in the immediate termination of this Agreement without prior notice.

16. No Waiver

- 16.1. Failure of Emirates to enforce any provision of this Agreement at any time shall not constitute a waiver, whether express or implied, of any such provision, which Emirates may enforce at any time at its discretion.

17. Joint Venture

- 17.1. Nothing contained herein shall be deemed to constitute a joint venture nor shall any party be deemed an agent of the other, except as specified in any ARC or IATAN Agreement in effect between Emirates and Agency.

18. Force Majeure

- 18.1. Neither party shall be liable for delays or failure in its performance hereunder caused by any act of God, war, work stoppage, fire, act of government, or any other cause, whether similar or dissimilar, reasonably beyond the control of the party. It is specifically understood and agreed that international travel pursuant to this Agreement is subject at all times to applicable laws, rules and regulations of the United States or foreign governments or any agencies thereof, and that such travel is invalid where prohibited by such governmental requirements.

19. Law and Jurisdiction

- 19.1. This agreement will be governed by and construed in accordance with the local law of New York without regard to its choice-of-law rules. Each party hereto submits to the exclusive jurisdiction of the courts located in the State of New York, City of New York, with competent jurisdiction with respect to any dispute arising out of or related to this Agreement or to any ARC or IATAN agency agreement in effect between the parties. Both parties hereto agree to waive trial by jury with respect to any dispute between them, regardless of whether it arises out of or is related to this Agreement. Agent agrees that it shall be liable for all costs and expenses (including reasonable attorneys fees) incurred by Emirates with respect to the enforcement of this Agreement or of any ARC or IATAN agency agreement.

20. Termination

- 20.1 Emirates reserve the right to terminate this Agreement without cause and without penalty upon thirty (30) days written notice. Upon termination or expiration of this Agreement, settlement of any remuneration due either party will be made within 120 days thereof.
- 20.2 Emirates reserve the right to make schedule changes within its network. Should such changes affect the terms of this Agreement, neither party shall be held responsible or liable to continue this Agreement and either party may terminate this Agreement in writing, effective immediately.

21. Signing and return of Agreement

This agreement will be effective from December 1, 2016 and continue until November 30, 2017, unless sooner terminated in accordance with the provisions hereof. A duly signed copy must be returned to Emirates by 15th of November/2016.

In witness thereof, the parties hereto have caused this Agreement to be executed as of the day and year shown below:

SIGNED on behalf of **EMIRATES**

Date: _____

Joel Goldowsky, Director Eastern Region,
Emirates

Date: _____

Matthias Schmid
Vice President Sales USA

SIGNED on behalf of **Dumonde Travel**

Date: ____11/14/2016_____



____Dumonde Travel - President____
AGENCY NAME & Title