

North America Based Commission and Fare Agreement

AG10583301001160004

DUMONDE GROUP INC

1058330

10/01/2016 - 09/30/2018

CONFIDENTIAL

American Airlines 



AG10583301001160004**CONFIDENTIAL**Contractor: **DUMONDE GROUP INC****North America Based Commission and Fare Agreement**

American Airlines and their Joint Business partners (individually, a "Carrier" or collectively the "Carriers") are pleased to confirm the terms under which commissions ("Commissions") and/or special unpublished fares ("Fares") will be provided to "you" or "Contractor" to reward you for superior performance and your continued support of American Airlines and their Joint Business Partners.

This North America Based Commission and Fare Agreement is comprised of Part I - Standard Terms and Conditions, Part II - General Definitions, and Part III – Attachments (together, the "Agreement"). To understand your obligations with respect to this incentive program, please review the information listed below and initial the box next to each part to indicate that you have read each one:

Part I – Standard Terms and Conditions, located at: http://aa.com/pubcontent/en_US/disclaimers/AgencyTerms/pdf/Part_I.pdf

Part II – General Definitions, located at: http://aa.com/pubcontent/en_US/disclaimers/AgencyTerms/pdf/Part_II.pdf

Part III – Attachments, which are listed below.

Part IV - Appendices

Part III - Attachment(s)	Status
Upfront Commissions - Domestic	Executed
Upfront Commissions - Latin	Amended
Performance Based Commission - Domestic	Executed
Performance Based Commission - Latin	Executed

This Agreement, dated 10/01/2016 applies to ticket sales made on or after 10/01/2016 until and including 09/30/2018. Specific Commission or Fare programs may have a shorter duration, as specified in a related Commission or Fare Attachment. The Carrier(s) will have the right, with no liability to Contractor, to prospectively modify or terminate any incentive program by providing written notice to Contractor. This Agreement may be terminated as set forth in Part I – Standard Terms and Conditions or as may be set forth in Part III – Attachments.

BY SIGNING IN THE SIGNATURE BLOCK AT THE END OF PART III – ATTACHMENTS, YOU AND THE APPLICABLE CARRIER(S) AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE VARIOUS PARTS OF THIS AGREEMENT. IF THERE IS ANY INCONSISTENCY BETWEEN THE TERMS AND CONDITIONS SET FORTH IN AN ATTACHMENT IN PART III- ATTACHMENTS AND PART I – STANDARD TERMS AND CONDITIONS, THE TERMS AND CONDITIONS IN PART III – ATTACHMENTS WILL PREVAIL.


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CONFIDENTIAL**North America Point-of-Sale Commission and Fare Agreement****Part III - Attachments****Domestic Upfront Commissions**

Upfront Commissions: Contractor's Authorized Sales Outlets may deduct an Upfront Commission based on the applicable table below. Commission rates are based on first character of the fare basis code. Basic Economy fares are excluded from Commission.

Performance Requirements: Continued eligibility for Upfront Commission(s) requires that for each rolling calendar year covered by this Agreement, Contractor agrees to maintain an RSP/PSP of 95.0 and Flown Revenue of \$250,000 in each entity in which an Upfront Commission is offered.

VALID: 08/24/2017 - 09/30/2018

Caribbean D103		American Airlines 																	
		First		Business					Economy										
Origin	Destination	F	A	J	R	D	I	Y	H	K	M	L	W	V	G	S	N	Q	O
North America	Caribbean/USVI/Puerto Rico	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Caribbean/USVI/Puerto Rico	North America	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Please read the full Terms & Conditions at https://www.aa.com/pubcontent/en_US/disclaimers/AgencyTerms/pdf/SpecialTC.pdf																			


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CONFIDENTIAL**North America Point-of-Sale Commission and Fare Agreement****Part III - Attachments****Latin Upfront Commissions**

Upfront Commissions: Contractor's Authorized Sales Outlets may deduct an Upfront Commission based on the applicable table below. Commission rates are based on first character of the fare basis code. Basic Economy fares are excluded from Commission.

Performance Requirements: Continued eligibility for Upfront Commission(s) requires that for each rolling calendar year covered by this Agreement, Contractor agrees to maintain an RSP/PSP of 95.0 and Flown Revenue of \$250,000 in each entity in which an Upfront Commission is offered.

VALID: 01/31/2018 - 09/30/2018

Latin America L476		American Airlines 																			
		First		Business				Prem		Economy											
Origin	Destination	F	A	J	C	R	D	I	W	P	Y	H	K	M	L	V	G	S	N	Q	O
Core Markets	Peru and Chile	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Other North America		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Core Markets	Brazil	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Other North America		18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18
North America	Central America	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
	South America	16	16	16	16	16	16	16	8	8	8	8	8	8	8	8	8	8	8	8	8
	Mexico Leisure	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	5	5	5	5	5
	Other Mexico	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Latin America	North America	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Please read the full Terms & Conditions at https://www.aa.com/pubcontent/en_US/disclaimers/AgencyTerms/pdf/GlobalTC.pdf																					

Latin America SMB Corporate		American Airlines 																	
		First		Business						Prem		Economy							
Origin	Destination	F	A	J	C	R	D	I	W	P	Y	H	K	M	L	V			
DFW/JFK/LAX/MIA	Peru	0	0	5	5	5	3	3	5	5	2	2	2	2	2	2			
Other North America	Peru	0	0	8	8	8	8	8	8	8	2	2	2	2	2	2			
North America	Chile	0	0	5	5	5	3	3	5	5	2	2	2	2	0	0			
	Mexico	0	0	8	8	8	8	8	8	8	2	2	2	2	2	2			
	Brazil	3	3	8	8	8	8	8	8	8	3	3	3	3	3	3			
	All Other Latin America	0	0	8	6	6	5	5	8	8	3	3	3	3	3	3			
Please read the full Global SMB Terms & Conditions at the end of the contract. Valid only on corporate fares where Ticket Designator is populated by “NAC1” or “NAC2”.																			

Core Markets - DFW / JFK / LAX / MIA

Mexico Leisure - CUN / CZM / MZT / PVR / SJD / VER / ZIH

South America does not include Peru, Chile and Brazil / Central America does not include Mexico

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CONFIDENTIAL**North America Point-of-Sale Commission and Fare Agreement****Part III - Attachments****Latin oneworld® and Preferred Upfront Commissions**

VALID: 02/24/2017 - 09/30/2018

Latin America L451		AA connecting to oneworld® Carriers																			
		First		Business				Prem		Economy											
Origin	Destination	F	A	J	C	R	D	I	W	P	Y	H	K	M	L	V	G	S	N	Q	O
Core Markets	Peru and Chile	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
	Brazil	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Other North America	Peru and Chile	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
	Brazil	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18
North America	Central America	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
	South America	16	16	16	16	16	16	16	8	8	8	8	8	8	8	8	8	8	8	8	8
	Mexico Leisure	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	5	5	5	5	5
	Other Mexico	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Core Markets - DFW / JFK / LAX / MIA																					
Mexico Leisure - CUN / CZM / MZT / PVR / SJD / VER / ZIH																					
South America does not include Peru, Chile and Brazil / Central America does not include Mexico																					
Please read the full Terms & Conditions at https://www.aa.com/pubcontent/en_US/disclaimers/AgencyTerms/pdf/oneworldTC.pdf																					

VALID: 02/24/2017 - 09/30/2018

Latin America L460		AA connecting to Preferred Carriers															
		First		Business						Prem		Economy					
Origin	Destination	F	A	J	C	R	D	I	W	P	Y	H	K	M	L	V	
North America	Latin America	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
Itineraries may include up to 3 connecting/stopover points beyond the gateway provided the fare does not break																	
Please read the full Terms & Conditions at https://www.aa.com/pubcontent/en_US/disclaimers/AgencyTerms/pdf/PreferredTC.pdf																	

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CONFIDENTIAL**North America Point-of-Sale Commission and Fare Agreement****Part III - Attachments****Performance Based Commission**

- 1) Backend Commissions. Carriers will pay a Backend Commission to Contractor in accordance with the terms of this Agreement, including any Attachment(s). Measurements and calculations of performance and payments will be based on the activities of Authorized Sales Outlets only, subject to any specific exclusion set forth in an Attachment. Bookings, ticket sales, passengers, revenues and the like derived from fulfillment services provided by Contractor for a third party but not reported and attributed to its Authorized Sales Outlets will not be credited to Contractor for performance measurement or Commission payment purposes. A Carrier may prorate or otherwise normalize amounts attributable to changes in Authorized Sales Outlets. Commission payments by each Carrier are not conditioned in any way upon Contractor's choice or use of any particular computer reservation system.

- 2) Backend Commission Payments. Payments will be forwarded to Contractor's home office (i) via the Automated Clearing House ("ACH") or by direct deposit delivery, as outlined in the "Travel Agency Direct Deposit Form" attached to this Agreement or by such other electronic payment means as each Carrier may designate, (ii) by mail to the mailing address included on the signature page, or (iii) by hand delivery by each Carrier's sales representative. Contractor must report to each Carrier as soon as reasonably possible any changes to the banking information or mailing address previously provided to each Carrier to ensure proper receipt of payment. Contractor acknowledges that it usually takes eight to ten weeks after the end of any performance period for each Carrier to receive and compile data and to process Backend Commission payments. A Carrier may issue credit memos, instead of checks, for any Backend Commission payments under \$2,000.00. A Carrier may elect not to pay Backend Commission payments that total less than \$150.00 for any performance period and Contractor will forfeit these amounts. If Contractor chooses to receive Commission payments via check, each Carrier may deduct a \$50 per check processing fee (or such other amount as each Carrier may designate upon thirty (30) days prior written notice to Contractor) from the payment to Contractor. In the event of an ACH or direct deposit failure due to incorrect information provided or not updated by Contractor, each Carrier will issue a check for the Backend Commission payment and may apply the foregoing \$50 processing fee.

- 3) Any modification or termination of this Agreement will be effective at the end of the then-current quarter or other performance measurement period.

- 4) Subject to the terms and conditions of the Agreement, American shall pay on behalf of the Carriers a Backend Commission to Contractor on a calendar quarterly basis, based on performance in the geographic markets set forth below. In order to earn a Backend Commission in a geographic market, Contractor must achieve a Revenue Share Performance (RSP) equal to the minimum RSP stated in the corresponding table below, whereupon the minimum Commission Rate set forth in such table will be multiplied by Contractor's Net Flown Revenue for the relevant Fare Class Group in such geographic market to determine the amount of the Backend Commission. As Contractor's RSP increases above the minimum RSP, the Commission Rate used to calculate the Backend Commission payable to Contractor directly increases with increases in RSP performance until the stated maximum RSP and corresponding maximum Commission Percentage Rate is achieved. Once Contractor achieves the maximum RSP, further increases in RSP beyond the stated maximum do not result in further increases in the Commission Rate. RSP will be utilized to calculate performance based commissions as determine by each individual carrier and set out in the applicable Attachment(s).

Additional Definitions:

"Net Flown Revenue" – as used herein shall mean Flown Revenue (excluding Charges) derived from tickets issued with each Carrier's validation code and used to travel on each Carrier's or its Airline Affiliates' aircraft minus the specified expenses and excluding the specified revenues, unless each Carrier, in its sole discretion determines otherwise.

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CONFIDENTIAL**North America Point-of-Sale Commission and Fare Agreement****Part III - Attachments****Domestic Market Performance Based Commission**

VALID: 10/01/2017 - 09/30/2018

Fare Class Group	Minimum RSP	Minimum Rate	Maximum RSP	Maximum Rate
First F.A	115.0	0.50%	142.0	3.00%
Business J.D.R.I	115.0	0.50%	142.0	3.00%
PremiumEconomy W.P	115.0	0.50%	142.0	3.00%
Economy Y.H.K.M.L.V	115.0	0.50%	142.0	3.00%
DiscountEconomy S.G.N.Q.O	115.0	0.50%	142.0	3.00%

Qualifying Carriers

The qualifying Carriers for the Domestic Market are AA, AE, and AmericanConnection.

Revenue Categories	Backend Eligible %
Corporate	0%
Corp No Discount	100%
SME/BX	100%
Airpass	100%
Govt Contracted	0%
Govt Matching	100%
Groups	100%
Private Shuttle	0%
Private Leisure Fares	0%
Rev Upfront	100%
OA Plated	0%
Unqualified Fares	0%
Unqualified Carrier	0%
Unqualified Other	0%
All Other	100%
Fuel Q	0%
Basic Economy	0%
Commissions/Interline Fees	0%

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CONFIDENTIAL**North America Point-of-Sale Commission and Fare Agreement****Part III - Attachments****Latin Market Performance Based Commission**

VALID: 01/01/2017 - 09/30/2018

Fare Class Group	Minimum 1 RSP	Minimum 1 Rate	Minimum RSP	Minimum Rate	Maximum RSP	Maximum Rate
First F.A	95.0	1.00%	100.0	2.00%	145.0	5.00%
Business J.D.R.I	95.0	2.00%	100.0	4.00%	145.0	15.00%
PremiumEconomy W.P	95.0	0.50%	100.0	1.00%	145.0	4.00%
Economy Y.H.K.M.L.V.G	95.0	0.50%	100.0	1.00%	145.0	4.00%
DiscountEconomy S.N.Q.O	95.0	0.50%	100.0	1.00%	145.0	4.00%

Qualifying Carriers

The qualifying Carriers for the Latin Market are AA, AE, and AmericanConnection.

<u>Revenue Categories</u>	<u>Backend Eligible %</u>
Corporate	0%
Corp No Discount	100%
SME/BX	100%
Airpass	100%
Govt Contracted	0%
Govt Matching	100%
Groups	100%
Private Shuttle	0%
Private Leisure Fares	0%
Rev Upfront	100%
OA Plated	0%
Unqualified Fares	0%
Unqualified Carrier	0%
Unqualified Other	0%
All Other	100%
Fuel Q	0%
Basic Economy	0%
Commissions/Interline Fees	0%

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CONFIDENTIAL**North America Point-of-Sale Commission and Fare Agreement****SIGNATURE BLOCK****CONTRACTOR:**

Contractor, on behalf of itself and its Sales Outlets, acknowledges that it has read, understands and agrees to be bound by this Amendment, including all Exhibits and the Attachments, which are attached hereto and incorporated herein by reference. The following Attachments shall replace and supersede any prior agreement between the parties that cover the US and Canada point of sale based international upfront commissions, and any such prior agreements shall be terminated on the valid effective date of this Amendment. Except for the modifications expressly set forth in this Amendment and attached hereto, all provisions of the Agreement will remain unchanged and in full force and effect unless stated otherwise within this Amendment. No Commission shall be payable under both this Agreement and any such prior upfront commission agreement for the same ticketing or travel by a Sales Outlet. To confirm Contractor's agreement with the terms and conditions of this Agreement, Contractor shall either (i) sign this Amendment and return an executed copy to American, or (ii) commence deducting Commissions as contemplated by the terms of this Agreement.

NOTWITHSTANDING THE ABOVE, CONTRACTOR'S OR ANY SALES OUTLET'S FIRST DEDUCTION OF ANY UPFRONT COMMISSION OR USE OF A SPECIAL FARE CONTEMPLATED BY THIS AGREEMENT SHALL BE DEEMED CONTRACTOR'S ACCEPTANCE AND AGREEMENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

CARRIERS:

SIGNED for AMERICAN AIRLINES, INC. by a duly authorized person



Alison Taylor
Senior Vice President Global Sales and Distribution
1/29/2018

Signature of authorized person

DS
VR

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North America Based Commission and Fare Agreement

Part IV - Attachments

Appendices

W-9 Taxpayer Identification Number and Certification

http://www.aa.com/pubcontent/en_US/disclaimers/AgencyTerms/pdf/W9Form.pdf

IRS requires American Airlines to obtain Tax Identification Numbers for all persons or businesses which receive payments from American. Please complete the attached IRS Form W-9.

Direct Deposit Form

http://www.aa.com/pubcontent/en_US/disclaimers/AgencyTerms/pdf/Part_III.pdf

In order to receive your incentive payments faster and avoid check fees, American recommends you complete our Direct Deposit form. A completed Direct Deposit form along with an actual voided check or bank spec are required to complete your request.

Airline Reporting Corporation (ARC) Agreement

<https://www.arccorp.com/ara/>

AA Governing Travel Agency Agreement (GTAA)

<http://www.aa.com/i18n/customer-service/addendum-governing-travel-agency-agreements.jsp>

North America Based Commission and Fare Agreement
Part III – Attachments
Global Small and Medium Business (SMB) Corporate Commission Table Terms and Conditions

In addition to the links below, the following terms and conditions shall apply to Commissions authorized under this Attachment and be incorporated herein by reference:

Part I – Standard Terms and Conditions - http://www.aa.com/pubcontent/en_US/disclaimers/AgencyTerms/pdf/Part_I.pdf
 Part II – General Definitions - http://www.aa.com/pubcontent/en_US/disclaimers/AgencyTerms/pdf/Part_II.pdf
 ARC Reporting Agreement - <https://www.arccorp.com/ara/>
 AA Addendum to the ARC Reporting Agreement - <http://www.aa.com/i18n/customer-service/addendum-governing-travel-agency-agreements.jsp>

JL Addendum to the ARC Reporting Agreement - [http://www.ar.jal.com/arl/region/en/addendum/BA/IB or AY Additional Terms and Conditions](http://www.ar.jal.com/arl/region/en/addendum/BA/IB/or/AY/Additional%20Terms%20and%20Conditions) – See Part IV Appendices

APPLICATION: Commission may be deducted by Contractor on tickets when any of AA/BA/IB/JL or AY is the Marketing Carrier and any of AA/BA/IB/JL/AY is the Operating Carrier. Itineraries must include at least one qualifying International segment.

Commission rates are determined by Fare Class (first character of the Fare Basis Code).

Carriers will not pay retroactive Commissions.

Contractor may combine commission rates with the oneworld® Commission Table or the Preferred Carrier Commission Table.

ELIGIBILITY: Commissions apply to corporate Fares where Ticket Designator is indicated by the Ticket Designator “NAC1” or “NAC2”.

Contractor is required to maintain certain eligibility requirements as contemplated in the North American Based Commission and Fare Agreement or other applicable agreement.

Commissions do not apply to tickets containing any of the following:

- Prepaid travel authorizations (“PTAs”)
- Group Sales
- Private Leisure Fares (Air/Sea, Student, Wholesale, Consolidator, Marine, and Humanitarian fares)
- Negotiated, contracted and discounted corporate Fares, unless Ticket Designator is indicated by the ticket designator code “NAC1” or “NAC2”
- Net Fares
- Shuttle Service Program Fares
- All Military and Government Fares
- Infant fares
- Claimed Passenger Name Records (“PNRs”) booked through Carriers’ reservation call-center or online reservation system
- Visit Spain, AAirpass, Europass, Spanish Domestic or Inter-European fares

BOOKING AND TICKETING:

Please see applicable Commission Table for ticket validation guidelines.

Tickets must be validated on the Marketed Carrier..

All valid itineraries should auto-price in your GDS except for a Carrier issued PNR waiver prior to ticketing.

All applicable fare rules apply.

Use of e-tickets is mandatory where e-ticketing is available.

STOPOVERS AND OPEN JAWS:

Commissions may be deducted on tickets with stopovers or open jaws provided it is permitted based on the published fare rules and the fare does not break.

COMBINABILITY:

Commissions may be deducted by Contractor on tickets with mixed Fare Basis Codes. Contractor may deduct the individual Commission rate for each Fare Class as set forth in the Commission Table.

If Contractor cannot prorate the commission, then contractor shall apply the lower commission rate for the entire ticket.

PARTIAL COMMISSIONS:

A Partial Commission may be deducted by the Contractor on tickets where only one International segment is eligible. Contractor may deduct the individual Commission rate for the Fare Class of the qualifying segment set forth in the applicable Commission Table.

If any portion of the itinerary does not qualify based on the Commission Table, the Contractor may prorate or book the qualifying portion as a separate ticket.

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