

North America Based Commission and Fare Agreement

AG39614320626180000

HANATOUR

3961432

06/27/2018 - 09/30/2019

CONFIDENTIAL

American Airlines 

 **JAPAN AIRLINES**



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Contractor: HANATOUR

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or collectively the "Carriers") are pleased to confirm the terms under which commissions ("Commissions") and/or special unpublished fares ("Fares") will be provided to "you" or "Contractor" to reward you for superior performance and your continued support of American Airlines and their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 - Pacific	Issued
Special Consolidator Fares	Issued

The Commission Tables in Part III - Attachments set forth the Commissions agreed to between you and the Carrier, either individually, or jointly for those airlines in a joint business cooperative relationship governing the operation of their flights. Such joint business relationships are defined as, American Airlines, Inc. ("AA") and Japan Airlines Co., Ltd. ("JL"), as the "Pacific Joint Business."

This Agreement, dated 06/27/2018 applies to ticket sales made on or after 06/27/2018 until and including 09/30/2019. 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****Pacific 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.

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: 06/27/2017 - 09/30/2019

Transpacific Specialty/Leisure S605		American Airlines   JAPAN AIRLINES																							
		First		Business						Prem Econ			Economy												
Origin	Destinations	F	A	J	C	D	R	I	X	W	E	P	Y	B	G	H	K	M	L	V	S	N	Q	O	
North America	Asia	8	8	8	8	8	8	8	8	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
Asia	North America	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
Excludes Hawaii and Oceania																									
DS		For 131 (JL/JL*) tickets, tour code box must show this code: PJBTL																							
		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****Pacific oneworld® and Preferred Upfront Commissions**

VALID: 06/27/2017 - 09/30/2019

Transpacific P362		JL connecting from AC / AS / B6 / VX JL connecting to GK																							
		First		Business						Prem Econ			Economy												
Origin	Destination	F	A	J	C	R	D	I	X	W	E	P	Y	B	G	H	K	M	L	V	S	N	Q	O	
North America	Asia	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
Asia	North America	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
Excludes Hawaii and Oceania																									
All Transpacific flights must be operated by JL and all tickets must be plated on 131																									
AC / AS / B6 / VX flights connecting to JL must connect via a JAL gateway																									
DS		For 131 (JL/JL*) tickets, tour code box must show the code found on your Pacific Upfront Commission page																							
SL																									
Please read the full Terms & Conditions at https://www.aa.com/pubcontent/en_US/disclaimers/AgencyTerms/pdf/PreferredTC.pdf																									

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North America Point-of-Sale Commission and Fare Agreement
Part III - Attachments

Special Consolidator Fares (Private Leisure / Specialty Fares)

Valid: 06/27/2018 - 09/30/2019

Subject to the terms and conditions of the Agreement, Carriers agree to offer certain consolidator fares as described herein ("Consolidator Fares") to Contractor for air transportation services, and Contractor agrees to pay Carriers for such services. Consolidator Fares and rules are subject to change at any time, without advance notice, and are not guaranteed until ticketed. Unless otherwise explicitly provided for in a contract addendum or fare rule, Consolidator Fares are non-commissionable. Carriers reserve the right to reduce or eliminate the space available to Contractor at any time without advance notice.

- 1) **Ticketing and Travel** - Contractor agrees to comply with all fare rules filed in the GDS and with the following conditions of ticketing and travel in connection with the Consolidator Fares.
 - a. Contractor must abide by the ticketing rules and restrictions of the Consolidator Fares provided to the Contractor, issue tickets using Carriers' ticket validation (001, 075, 125, 131, 105) only and remit payment through ARC or BSP, as applicable.
 - b. Carriers may request that Contractor ticket or cancel ticket reservations when a flight experiences critical demand. If Carriers make such a request, Contractor shall either release such reservations or immediately ticket such reservations and remit payment in full to Carriers.
 - c. All ticketing of Consolidator Fares under this Attachment must be performed by Contractor using its own authorized ARC/IATA location numbers. Carriers acknowledge that Contractor redistributes fares to other agencies, but redistribution of Carriers's net fares to corporate and/or general business agencies is not permitted. All tickets are subject to the terms and conditions of the Agreement.
 - d. In the event of early termination of this Attachment by Carriers for its convenience, or by Contractor due to a default by Carriers, all unticketed inventory reserved by Contractor must be ticketed or cancelled within 30 days of the effective date of termination. At the end of the 30 day period, all unticketed inventory will be canceled.
 - e. In the event of termination under any other circumstances, all unticketed inventory will be cancelled on the effective date of termination, unless otherwise agreed to in writing by Carriers.
- 2) **Limitations of Use of Consolidator Fares** - Contractor acknowledges that Consolidator Fares, schedules and inventory information are and shall remain the sole property of Carriers. Without Carriers's prior written approval, Contractor may not re-market or re-distribute Consolidator Fares (or, if relevant, packages that include Consolidator Fares) to or through other distributors, agents or intermediaries, except for the following authorized persons or entities:
 - a. Persons or entities that have been expressly approved in writing by Carriers and which have acknowledged the foregoing property rights of Carriers and agreed to the restrictions set forth in this paragraph if and as required by Carriers or,
 - b. Non-ARC/IATA accredited entities that do not re-market or redistribute such Consolidator Fares via web sites or other electronic outlets.

Contractor agrees that it is the intent of the parties that Contractor and any such authorized persons or entities market and sell Consolidator Fares (and packages, if relevant) directly to end users. Contractor shall ensure that contracted fares that are sold over the internet, or that result from holding out such fares on the internet (e.g. a telephone or walk in sale resulting from an internet advertisement), are sold in such a manner that the customer cannot determine, until purchase, the identity of Carrier as the carrier that will provide the air travel. Contractor shall take all reasonable steps to prevent any website operated by Contractor from being issued by unauthorized third parties for purposes of accessing contracted fares.
- 3) **Liability for Improper use of Consolidator Fares** - Should Contractor use the Consolidator Fares in an improper manner, then in addition to Carriers's right to terminate this Attachment in accordance with the provisions of Section 4 (Standard Terms and Conditions) of the Agreement, Contractor will also be liable to Carriers for the difference between the private fare used and the full unrestricted fare for the applicable cabin of service (e.g., full F or Y fare) at the time of ticketing, and such fare differential shall be payable to Carriers on demand.
- 4) **Performance Requirements** - Carriers reserve the right to monitor the performance of Contractor hereunder in terms of share of tickets issued by Contractor on Carriers versus other airlines. Repeated failure to maintain a quarterly RSP or PSP greater than or equal to 100.0 for each relevant market could, in Carriers's discretion, cause Contractor to lose access to and use of the Consolidator Fares.

5) **Booking Assistance through Leisure/Specialty Support Centers**

The information below lists resources available to assist in Contractor's management of Leisure/Specialty fares and inventories:

AA Leisure Support Center Link: https://www.aa.com/pubcontent/en_US/disclaimers/AgencyTerms/pdf/LSC.pdf

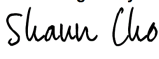
AY: 1-877-757-7143



BA and IB Sales Support: 1-800-422-6768 PIN Number 247BAIB

JL Sales Support Desk: 1-877-525-5552 (e-mail: ar.agencydesk@jal.com)

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SIGNATURE BLOCK	
CONTRACTOR:	
HANATOUR	<div>DocuSigned by:  49546C67F0EE423...</div>
Name of authorized person	
Title of authorized person 7/2/2018	
Signature of authorized person	Date

CARRIERS:	
SIGNED for AMERICAN AIRLINES, INC. by a duly authorized person	
	Alison Taylor Senior Vice President Global Sales and Distribution 6/29/2018
Signature of authorized person	
SIGNED for JAPAN AIRLINES CO, LTD. by a duly authorized person	
	Hideki Takarada Vice President, Passenger Marketing, The Americas 6/29/2018
Signature of authorized person	

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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.

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>

JL Governing Travel Agency Agreement (GTAA)

<http://www.ar.jal.co.jp/arl/region/en/addendum/>

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