



**CONTRACT USA 001/2016- Effective Feb 22, 2016**

AZUL LINHAS AÉREAS BRASILEIRAS S.A. ("Azul"), a Brazilian corporation with offices located PONCE DE LEON BLVD, 1313, CONJ 201, CORAL GABLES, FL, US and the travel agent indicated below that is accredited by the Airlines Reporting Corporation ("ARC") or the International Air Transport Association ("IATA") Dumonde Travel 168 SE 1<sup>st</sup> Street, Miami, FL, US, agrees as follows:

Market	Origin	Destination	Fare Class	
			Business	Economy
INTERNATIONAL	USA	BRAZIL	15%	15%
INTERNATIONAL	BRAZIL	EUROPE	6%	3%
INTERNATIONAL	BRAZIL	USA	7%	7%
INTERNATIONAL	USA/URUGUAY	URUGUAY/USA	5%	5%
DOMESTIC	BRAZIL	BRAZIL	Not applicable	5%
AIR PASS	BRAZIL	BRAZIL	Not Applicable	5%

**TERMS AND CONDITIONS**

- (1) All travel must be on flights operated exclusively by Azul.  
Exception:  
a- Originating in US and BR and a thru fare is calculated the above commission levels will apply for the entire fare. The International carrier must be operated by Azul  
b- Originating in US and BR and combining fares with our partners the commission level will only apply to the Azul segment. The international carrier must be operated by Azul
- (2) Tickets must be originally issued by the Travel Agent
- (3) Valid only for one-way, round-trip, circle-trip and open-jaw journeys.
- (4) Tickets issued as round-trip must be used as round-trip. If the return portion is not used, Azul may issue to Travel Agent a debit memo for the difference between the amount remitted and the published one-way fare.
- (5) Commissions must be deducted at time of ticketing. The amount of the commission shall be based on the base fare only.
- (6) Commission not applicable for any services offered by AZUL.
- (7) The total commission amount due hereunder may not be considered in addition to any other incentive fee due by Azul through any other business partner, including ARC or IATA. No commission shall be payable under both this agreement and any such prior upfront commission agreement for the same ticketing or travel by Travel Agent.
- (8) Charges, applicable taxes, airport, immigration, customs, security surcharges and other fees, regardless of country of origin, must be collected by the Travel Agent at the time of ticketing.
- (9) Fare rules regarding advanced purchase, minimum stay, penalties, seasonality, stopovers, discounts, rerouting, open jaw, open returns, service charges and refunds are based on the applicable fare basis, and such rules (and any other applicable rule) must be followed by the Travel Agent.
- (10) Government fares, military fares, student/youth fares or discounts, senior citizen fares, corporate agreements, travel industry discounts or any other unpublished program are not applicable.
- (11) Azul shall pay no retroactive commissions.
- (12) Commissions must be taken from published fares only.
- (13) All valid itineraries must auto-price in Travel Agent's GDS. Any forced fares may result in a debit memo.
- (14) This Agreement is strictly confidential. Any disclosure of the fares or terms contained herein to passengers or persons not approved by Azul constitutes a breach of this confidentiality, which will result in immediate cancellation of this Agreement.
- (15) Cancellation and changes before departure must be made by the Travel Agent only.
- (16) In case of cancellation before departure or change to a lower fare, Travel Agent shall refund the commission difference to Azul.
- (17) In case of change before departure to a higher fare, Azul shall remit to Travel Agent the commission difference.
- (18) All refunds must be processed through BSP/ARC by the Travel Agent.
- (19) Azul reserves the right, at any time, to cancel or change the terms and conditions herein upon written notice.
- (20) This commission will be valid for a period of twelve months from the date hereof and shall automatically renew for subsequent periods of the same length as the initial term unless Azul gives the Travel Agent written notice of termination.
- (21) Travel Agent acknowledges that it has read, understands and agrees to be bound to this agreement.
- (22) The laws of the State of Florida will govern the entire relationship between Azul and the Travel Agent.

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AZUL LINHAS AÉREAS BRASILEIRAS S.A.


By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Dumonde Travel**

\_\_\_\_\_  
Agency Name

By: \_\_\_\_\_ 

Title: **President**

Date: **1/4/2017**