

CONFIDENTIAL

UPFRONT AND BACKEND COMMISSION AGREEMENT

DUMONDE TRAVEL

ARC number: 1058330

This Upfront Commission Agreement (the "Agreement"), effective as of **January, 2018**, is made by and between **DUMONDE TRAVEL** and **Oceanair Linhas Aérea S/A, D.B.A. ("Avianca Brasil" or "O6")**.

Applicable Routings:

- All domestic flights within Brazil according to O6's network.
- All International O6 flights: from/to MIA, JFK, SCL, BOG.

Conditions:

- The conditions may be applied to all fare basis available on the GDS.
- UF Commission and Backend will be paid only on Avianca Brasil's stock - O6 online flights, plate 247.

Commission:

The commission paid for tickets sold by **DUMONDE TRAVEL and its affiliates**, if applicable (check Exhibit C), on behalf of the Carrier is set forth on Exhibit A and excludes any taxes and fees. Commissions apply to published fares or private fares (e.g. Amadeus Negotiated Fares) and are based on the originating class of service; provided that only one commission may be taken per itinerary. Commissions will be determined by originating class of service. No commission shall apply for markets not shown on Exhibit A.

Exclusions:

The commission is not permitted:

- For net fares (CAT35)
- Codeshare and Interlines Flights (O6* and marketed by other airlines)

Ticket Validity:

The commission applies to tickets sold between **01 January and 31 December 2018**.

Fare Rules:

For published fares, the published fare rules apply to all tickets sold pursuant to this Agreement, including, but not limited to, advance purchase requirements, stopovers, refunds, rerouting, open jaw rules, cancellation terms, surcharges and carrier's refusal to transport. For private fares, all applicable private fare rules apply.

Minimum Performance Targets:

The carrier will review ticket sales on a quarterly basis to determine the continuation of this Agreement under the present terms.

Amendment:

Oceanair may amend this Agreement at any time.

Cancellation:

Oceanair retains the right to cancel the Agreement, in writing, without prior notice if any of the conditions contained herein (including targets) are not met. Moreover, any Party may cancel the Agreement, for any reason or no reason at all, by providing written notice of the cancellation.

EXHIBIT A – UF COMMISSION

OD	BOOKING CLASS	UF COMMISSION
US-BR	ALL	15%
BR-US	ALL	5%
BR-CL/CO vv	ALL	5%
US-CL/CO vv	ALL	5%
BR-BR	ALL	5%
GROUP	ALL	5%

NOTES:

- The destinations in Brazil are Aracaju, Belo Horizonte, Brasília, Campo Grande, Chapecó, Cuiabá, Curitiba, Florianópolis, Fortaleza, Foz de Iguaçu, Goiânia, Ilhéus, João Pessoa, Juazeiro do Norte, Maceió, Natal, Navegantes, Petrolina, Porto Alegre, Recife, Rio de Janeiro, Salvador, São Paulo (O6 flights only).
- International Destination: Bogotá, Miami, New York and Santiago de Chile (O6 flights only).
- No commission applies for markets not shown above.

EXHIBIT B – BACKEND

TARGET	SALES (based on ARC report)	%
Level 1	Above 50.000USD	2%

NOTES:

- Backend might be reviewed monthly.
- Payment will be based on Avianca Brasil's Sales Report.
- Report will exclude interline and codeshare flights.
- Payment will be done up to 45 days after the last day of the previous closing month.

EXHIBIT C – AFFILIATES

AGENCY GROUP	IATA	OFFICE ID/PCC
Dumonde Travel	10583300	MIA1S21FH
Dumonde Travel	10583300	MIA1S217J
Dumonde Travel	10583300	MIA1S212Q
Dumonde Travel	10583300	MIA1S21A3
Dumonde Travel	10583300	MIA1S2149
Dumonde Travel	10583300	MIA1S21
Dumonde Travel	10583300	MIA1S2168
Dumonde Travel	10583300	2X6C
Dumonde Travel	10583300	W4VG