

Agency: ENSEMBLE TRAVEL INC
 Arc: 33669090

AC512 Commission Program

Term TATL																
Marketing Carrier	DL AF AZ KL VS	First		Business					Premium Economy			Economy				
		P, F	A, G	J	C	D	I	Z			W	Y	B	M	S	H
		P	F	J	C	D	I	Z	W	S	A	Y	B	M	U	K
				J/C	E	D	I			P	A	Y	B	M	H	K
				J	C	D	I	Z				Y	B	M	U	K
				J	C	D	I	Z	W	S,H	K	Y	B		R	L

Ticket Origin	Destination	Commissions valid for one-way & round-trip fares														
ATL / DTW / MSP / SLC ¹	TATL	5%	5%	6%	6%	6%	4%	4%	6%	6%	6%	6%	6%	6%	4%	4%
Other U.S.(50) ²		5%	5%	8%	8%	8%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%
Canada		5%	5%	8%	8%	8%	6%	6%	5%	5%	5%	5%	5%	5%	5%	5%

Ticket Origin	Destination	Commissions valid for one-way fare products														
EMEA/ excluding France & The Netherlands	ATL / DTW / MSP / SLC ¹	5%	5%	6%	6%	6%	4%	4%	6%	6%	6%	6%	6%	6%	4%	4%
	Other U.S.(50) ²	5%	5%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%
France	U.S. (50) ¹	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	0%	0%	0%

Ticket Origin	Destination	Commissions valid for round-trip fares														
EMEA/ excluding France & The Netherlands	ATL / DTW / MSP / SLC ¹	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
	Other U.S.(50) ²	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%
France	U.S. (50) ¹	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	0%	0%	0%

¹Commission not applicable on non-stops to/from ATL / DTW / MSP / SLC

²INCLUDES ATL-FRA; DTW-FRA / DTW-MUC; MSP-KEF / MSP-FCO NON-STOP flights

Term UK																
Marketing Carrier	DL AF AZ KL VS	First		Business					Premium Economy			Economy				
		P, F	A, G	J	C	D	I	Z			W	Y	B	M	S	H
		P	F	J	C	D	I	Z	W	S	A	Y	B	M	U	K
				J/C	E	D	I			P	A	Y	B	M	H	K
				J	C	D	I	Z				Y	B	M	U	K
				J	C	D	I	Z	W	S,H	K	Y	B		R	L

Ticket Origin	Destination	Commissions valid for one-way & round-trip fares														
ATL / DTW / MSP / SLC ¹	U.K.	5%	5%	6%	6%	6%	4%	4%	6%	6%	6%	6%	6%	6%	4%	4%
Other U.S.(50) ²		5%	5%	9%	9%	9%	7%	7%	6%	6%	6%	6%	6%	6%	7%	7%
Canada		5%	5%	8%	8%	8%	6%	6%	5%	5%	5%	5%	5%	5%	5%	5%

Ticket Origin	Destination	Commissions valid for one-way fare products														
U.K.	ATL / DTW / MSP / SLC ¹	5%	5%	6%	6%	6%	4%	4%	6%	6%	6%	6%	6%	6%	4%	4%
	Other U.S.(50) ²	5%	5%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%

Commissions valid for round-trip fare products																
LHR	ATL / DTW / MSP / SLC ¹	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
	Other U.S.(50) ²	5%	5%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%
UK	ATL / DTW / MSP / SLC ¹	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
	Other U.S.(50) ²	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%

¹Commission not applicable on non-stops to/from ATL / DTW / MSP / SLC

²Includes non-stop ATL-LHR / LHR-ATL flights

Term TPAC																
		First		Business					Premium Economy			Economy				
Marketing Carrier	DL	P, F	A, G	J	C	D	I	Z			W	Y	B	M	S	H
	AF	P	F	J	C	D	I	Z	W	S	A	Y	B	M	U	K
	KL			J	C	D	I	Z				Y	B	M	U	K

Ticket Origin	Destination	Commissions valid for one-way & round-trip fares														
ATL / DTW / MSP / SLC ¹	TPAC	5%	5%	6%	6%	6%	4%	4%	6%	6%	6%	6%	6%	6%	4%	4%
Other U.S.(50)		5%	5%	8%	8%	8%	6%	6%	6%	6%	6%	8%	6%	6%	6%	6%
Canada		5%	5%	8%	8%	8%	6%	6%	5%	5%	5%	5%	5%	5%	5%	5%
TPAC	U.S. (50) ¹	5%	5%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%

¹Commission not applicable on non-stops to/from ATL / DTW / MSP / SLC

Term Australia / New Zealand																
		First		Business					Premium Economy			Economy				
Marketing Carrier	DL	P, F	A, G	J	C	D	I	Z	W			Y	B	M	S	H

Ticket Origin	Destination	Commissions valid for one-way & round-trip fares														
ATL / DTW / MSP / SLC ¹	AU / NZ	5%	5%	6%	6%	6%	4%	4%	6%			6%	6%	6%	4%	4%
Other U.S. (50)		5%	5%	8%	8%	8%	6%	6%	6%			8%	6%	6%	6%	6%
Canada		5%	5%	8%	8%	8%	6%	6%	6%			8%	6%	6%	6%	6%
AU / NZ	U.S. (50) ¹	5%	5%	6%	6%	6%	4%	4%	6%			6%	6%	6%	4%	4%

¹Commission not applicable on non-stops to/from ATL / DTW / MSP / SLC

Term LAM																
		First		Business					Premium Economy			Economy				
Marketing Carrier	DL	P, F	A, G	J	C	D	I	Z	W			Y	B	M	S	H

Ticket Origin	Destination	Commissions valid for one-way & round-trip fares														
ATL / DTW / MSP / SLC ¹	LAM	5%	5%	6%	6%	6%	4%	4%	6%			6%	6%	6%	4%	4%
Other U.S.(50)		5%	5%	8%	8%	8%	6%	6%	6%			8%	6%	6%	6%	6%
Canada		5%	5%	8%	8%	8%	6%	6%	5%			5%	5%	5%	5%	5%
LAM	U.S.(50) ¹	4%	4%	4%	4%	4%	4%	4%	4%			4%	4%	4%	4%	4%

¹Commission not applicable on non-stops to/from ATL / DTW / MSP / SLC

Terms and Conditions

A. Carrier

1. Carriers: Air France/Alitalia/Delta/KLM/Virgin Atlantic. For purposes of this exhibit, “Air France” refers to “Société Air France”, “Alitalia” refers to Alitalia Società Aerea Italiana, SpA, “Delta” refers to Delta Air Lines, Inc., “KLM” refers to KLM Royal Dutch Airlines, “Virgin Atlantic” refers to Virgin Atlantic Airways Limited, and “OAL” refers to all other airlines.
2. Commission on published fares (not including all taxes and/or YQ/YR surcharges) for eligible Air France, Alitalia, Delta, KLM, and Virgin Atlantic marketed flights (AF/AZ/DL/KL/VS coded) regardless of operating carrier, must be claimed at time of ticketing. Tickets must be plated on Air France (057), Alitalia (055), Delta (006) or Virgin Atlantic (932) stock.
Example: LAX –SYD both DL 41 and DL 6798 (operated by Virgin Australia) are eligible for commission

B. Origin and Directionality

1. Commission rates are based on the Ticket Origin and paid booking class. Booking classes not listed are non-commissionable. Upgrades with eNCI and/or mileage/mileage certificates are eligible for commission based on the paid booking class.
Examples: LAX-SYD-LAX will use U.S. (50) AU/NZ rates per Los Angeles origin
SYD-LAX-SYD will use AU/NZ origin rates per Sydney origin
2. The Journey’s true origin and true destination determines the Origin and Destination group for which the commission level is taken.
Examples: RDU-CDG-ZRH-JFK-RDU will use U.S. (50) TATL rates roundtrip per RDU Origin & Termination
LAX-LHR-LAX will use U.S. (50) U.K. rates roundtrip per LAX Origin & Termination
IND-MSP-LHR-DTW-EVV will use U.S. (50) U.K. roundtrip rates per IND Origin & EVV Termination
MSP-AMS-GVA-CDG-MSP will use MSP TATL rates roundtrip per MSP Origin & Termination
3. One-way, roundtrip, open-jaws, circle-trip journeys qualify for commission.

C. Commission-Qualification Terms

1. The AC512 code must appear on the ticket in one the following locations (listed in order of preference):
 - a) Ticket Designator
 - b) Tour Code if Ticket Designator already in use (waiver code, fare, etc.)
 - c) Ticket Endorsement Field if both Ticket Designator and Tour Code being used (waiver & SkyBonus, etc.)
2. Tickets must state “Non-Endorsable – Refundable by AF/KL/AZ/DL/VS-Issuing Agencies Only”
3. Tickets must be issued in valid local currency of the itinerary point of origin.
4. Fares breaks at a domestic and/or international gateway connecting within 24 hours to/from an AF, AZ, DL, KL, or VS marketed over-the-water flight are also eligible for the same commission rate as the eligible over-the-water fare
5. Commissions should be calculated against a published base fare excluding any taxes, fees or YQ/YR surcharge. Published fare rules apply and all applicable fees, surcharges, taxes, etc. must be collected by Agency.
6. Tickets refunded, exchanged or used on OAL are subject to commission recall.
7. All over-the-water web fares and fares with a WNUP designator are eligible for commission.
Note - If the fares have a pre-populated designator place the AC512 code in the Tour Code.

D. Exceptions

1. Commission may not be taken pursuant to this Program for the following:
 - a) Infant, child, student, military, government, American Express IAP fares or blocked group space.
 - b) Published “Round the World Fares”.
 - c) Negotiated fares/Corporate Sales Agreements (CSA) with or without a discount applied/Bulk (BT)/Net (NT)/Tour (IT)/Meeting Network fares
 - d) Tickets where the Delta Equity Card (series beginning with 1556) was used as any part of payment
2. If an all Economy class itinerary has a combination of different applicable commission rates, the lowest commission rate will apply to the entire ticket.
3. If an itinerary has mixed classes of service and at least one transoceanic fare component is booked in First/Business or Premium Economy, each fare component is commissionable at its individual commission rate
4. DL/AF/KL/AZ/VS through fares that include OAL (non-DL/AF/KL/AZ/VS coded flights) are subject to a 3% commission reduction

E. Market Definitions

1. Gateway - The first point of arrival, last point of departure in a country or area.
2. Journey - Origin to destination of the entire ticket
3. Over the water flight – the last flight that leaves a U.S./Canada or international gateway to or from:
 - a) Trans-Atlantic (TATL) – Scheduled flights crossing the Atlantic Ocean excluding to/from Bermuda or the Caribbean
 - b) Trans-Pacific (TPAC) – Scheduled flights crossing the Pacific Ocean excluding between U.S. mainland/Canada and Hawaii.
 - c) Latin America (LAM) – Scheduled flights to/from Central America, South America and Mexico. Excludes Caribbean.

F. Mileage Accrual

1. SkyMiles/Flying Blue/Mille Migila/ Flying Club mileage may be accrued subject to program regulations.

G. Program Conditions

1. This Agreement is effective April 1, 2016 and shall continue thereafter until terminated or amended by Delta / KLM / Air France / Alitalia / Virgin Atlantic. The Carriers may terminate this Agreement, with or without cause, on one (1) day's prior notice to the Agency. This agreement may be terminated by the Carriers at their sole discretion, upon the occurrence of any one of the following events, effective on a retroactive basis to the date of the occurrence of the event:
 - a) Predetermined Parent-exhibit goals are not met for two consecutive quarters.
 - b) Agency assigns or transfers this Agreement or attempts to assign or transfer this Agreement;
 - c) A Carrier terminates Agency's appointment to sell such Carrier's products and services;
 - d) Agency (or any Agency Location or Agency Affiliate) discloses the terms of this Agreement in breach of Section I.4;
 - e) The majority ownership interest of Agency is sold, assigned or transferred;
 - f) Agency (or any Agency Location or Agency Affiliate) makes speculative, false or abusive bookings on any of the Carriers;
 - g) Agency fails to notify ARC and the Carriers of all its locations in which Agency has an ownership or revenue-sharing arrangement of any kind; and
 - h) Agency engages in practices contrary to business ethics/industry standards
2. This offer is restricted to the approved home location listed above and its contracted branches.
3. Any solicitations of corporate-managed traffic as well as account acquisitions made through this program are strictly prohibited
4. Agency agrees not to disclose the existence of this Point of Sale Commission or any of the terms set out above without Delta / KLM / Air France / Alitalia / Virgin Atlantic's prior written consent. Such non-disclosure includes, but is not limited to any form of advertisement (including, but not limited to internet websites). Notwithstanding the above, where disclosure is required by law, rule or regulation, in which event the Agency shall inform the Airline in writing of such requirement as soon as reasonably practicable.
5. No term or condition of this Agreement shall be deemed waived, and no breach shall be excused, unless such waiver or excuse is in writing and signed by the party against whom such waiver or excuse is sought to be enforced. This Agreement shall not be assigned or transferred by one party without the prior written consent of the other party, provided however that such consent shall not be unreasonably withheld. All rights, remedies and obligations of the parties hereunder shall accrue and apply solely to such parties and their permitted successors and assigns and there is no intent to benefit any third parties. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New York applicable to agreements fully made and performed therein, without regard to its choice of law principles to the contrary.
6. Agency shall not, without the prior written consent of the applicable Carrier's marketing department, make any use of the name, logo, trademark and/or service marks of such Carrier, in any advertising or promotional materials.
 - Agency shall not, without prior written consent of the applicable Carrier, sell such Carrier's flights via any third party website.
 - All of a Carrier's logos, trademarks and service marks must be supplied by such Carrier and may not be scanned or copied from any internet sites or printed material.
 - Any reference to a Carrier can only be used in relation to Carrier's published fares. Under no circumstances can the Carrier's name be used in an advertisement or online display, using other scheduled/charter airline fares as lead in prices.
 In addition to, and in no way in limitation of, the use of an Carrier's name, logo, trademark and/or service mark in conjunction with this program on any unsecured trade or consumer direct promotion or advertising (paper or electronic) is strictly prohibited on:
 - Non-password protected Internet web sites or Internet news groups directed to the travel trade
 - Consumer-direct Internet web sites, including Internet web sites (referred to as opaque) that do not identify the airline carrier until ticketing.
 - Consumer-direct electronic advertising, in whatever format.
7. Agency is prohibited from (and Agency shall prohibit its Agency Locations and Agency Affiliates from): (a) entering into financial, booking or ticketing arrangements with any other travel agent, and/or (b) directly or indirectly moving GDS bookings or ticketing activity to or from any other travel agent if such arrangements would improve Agency's (or any Agency Location's or Agency Affiliate's) performance on the Carriers or as measured under this program. Any violation of this provision shall be a breach of this program by Agency and result in the immediate termination of Agency's participation therein. The Carriers reserve the right to recall any commissions that are earned due to sharing of the program with non-authorized agencies.
8. General Conditions of Carriage

All tickets issued shall be subject to the General Conditions of Carriage and the Conditions of Contract of the Airline, which are subject to change from time to time.
9. If, after the date of issuance of this Agreement, Agency makes any bookings which are covered by this Agreement, it will be deemed to have accepted all terms and conditions set out herein, unless it notifies the Airlines to the contrary within 7 days of its receipt of the same.

For commission related questions please contact:

Delta/KLM (006), Air France (057), Alitalia (055) POS Help Desk E-mail Address: possupport@delta.com
 Virgin Atlantic (932) POS Help Desk E-mail Address: us.salessupport@fly.virgin.com