

Lufthansa Time of Ticketing Incentive Program

Lufthansa German Airlines Time of Ticketing ("ToT") Incentive Program Agreement dated as of (the "Agreement") between Lufthansa German Airlines ("LH") and **CWT/DONOVAN TRAVEL** with its principal office located at **508 MAIN STREET , E GREENWICH, RI 02818-3607** with HOL # **41630105** (the "Agency").

WHEREAS, LH and the Participating Carriers, Austrian Airlines ("OS"), Brussels Airlines ("SN") and Swiss International Air Lines ("LX"), as described in applicable Attachments to this Agreement, have established certain incentive ToT Programs for the Agency, as further described in this Agreement and its Attachments, and Agency desires to participate in the Program as set forth herein;

Now, therefore, LH, the Participating Carriers, OS, SN, LX and the Agency agree as follows:

Term - This Agreement is effective as of 4/1/2018, and shall remain in effect until 5/31/2019.

Incentives - The agency shall be entitled to incentives as set forth in Attachment "C". The LH ToT incentives granted by LH pursuant to this Agreement are only applicable for tickets issued in the USA between 4/1/2018, and 5/31/2019. This Agreement applies to tickets issued for travel to/from the USA & Canada, terminating anywhere in the world and must include at least one Transatlantic Segment operated by LH*, OS, SN or LX*. This term is further defined in Attachment "C".

**Transatlantic flights marketed AC OS SN LH LX or UA and operated by CityLine (CL), Edelweiss Air (WK) or SunExpress (XG) are eligible for incentive.*

The ToT incentives must be taken at time of ticketing. Retroactive incentive claims will not be granted. All incentives must be calculated against the applicable fare prior to any taxes, applicable fees and surcharges. The incentives do not apply to MCOs, PTA fees or other service charges/fees. The ToT incentives shall not be used for resale of LH, OS, SN, LX products to sub agents.

The ToT Incentives are applicable to revenue passengers only. Eligible fares and fare exclusions are set forth in Attachment "C".

Participating Agency branch locations pursuant to this ToT Incentive Agreement will be based on the Agency structure on record as specified in Attachment "C" with respect to the sale of international services provided by LH, OS, SN, LX.

The ToT incentives are not combinable with any other up-front incentives, discounts, or promotions unless specifically permitted in writing by LH. In the event such combinations take place, Agent will promptly refund to LH any incentives taken upon receipt of invoice.

Agency agrees to meet a minimum target of \$321,000 in qualifying net flown revenue on LH, AC, OS, SN, LX and UA during the validity of this Agreement. Target achievement will be based on LH's records and records supplied by Air Canada ("AC"), Austrian Airlines ("OS"), Brussels Airlines ("SN"), Swiss International Air Lines ("LX"), & United Airlines ("UA") within the ToT Incentive Program.

In the event the agency enrolls in the United Airlines Joint Venture Time of Ticketing program, of which Lufthansa, Austrian Airlines, Brussels Airlines and Swiss International Air Lines are participating carriers, at any time during the validity of the Lufthansa Group Time of Ticketing Program, this Agreement will be terminated with effect of the commencement of the United Airlines Joint Venture Time of Ticketing Program.

Lufthansa Time of Ticketing Incentive Program

Agreement Terms and Conditions and Attachments - Attached hereto are the following Attachments which are hereby incorporated as part of this Agreement

- Attachment A Terms and Conditions;
- Attachment B Agent and Authorized Ticketing Locations;
- Attachment C Booking and Ticketing Instructions;
- Attachment D Partner Carriers

Signature Authority. This Agreement has been signed by the duly authorized representatives of each Party. The Parties acknowledge that Austrian Airlines and Brussels Airlines are represented by Lufthansa German Airlines in the USA and as a duly authorized representative has executed this Agreement on behalf of Austrian Airlines and Brussels Airlines. This Agreement constitutes a legal and enforceable Agreement on the part of Austrian Airlines, Brussels Airlines, Swiss International Air Lines and Lufthansa German Airlines.

Signed:

CWT/DONOVAN TRAVEL Judy Clappin President	Lufthansa German Airlines Ann Boykin General Manager, Sales, Northeast USA	Lufthansa German Airlines Lawrence M. Ryan Senior Director Sales USA
Date	Date	Date

Lufthansa Time of Ticketing Incentive Program

ATTACHMENT A - Terms and Conditions

1. Entire Agreement:

This Agreement, including its Attachments, constitutes the entire Agreement and understanding of the parties on the subject matter hereof, and supersedes all prior Agreements, whether oral or written, between the parties hereto concerning the subject matter hereof. This Agreement may be modified or amended only by further written Agreement signed by LH, LX and Agent hereto.

2. Independent Contractor:

This Agreement creates a contractual relationship, but is not intended to nor shall it be construed to create or establish any employment, agency, partnership, or joint venture relationship between the parties.

3. Governing Law and Jurisdiction:

This Agreement and any dispute arising under or in connection with this Agreement, including any action in tort, will be governed and construed by the laws of the State of New York, U.S.A., without regard to any conflict of laws, principles which may direct the application of laws of any jurisdiction.

4. Non-Waiver:

The right of either party to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing. Exercise by either party of this right to terminate hereunder will in no way affect or impair its right to bring suit for any default or breach of this Agreement.

5. Severability:

In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of the Agreement shall be unimpaired, and the invalid, illegal or unenforceable provisions shall be replaced by a mutually acceptable and valid provision which comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

6. Delay or Prevention of Performance:

LH and the Participating Carriers will not be responsible for any failure to perform its obligations under this Agreement, resulting from, but not limited to, any delay or cancellation of flights, acts of governmental authority, strikes, work stoppages or labor disputes, war or terrorism, fire, acts of God, mechanical difficulties, or any other acts, matters, or things, whether or not of a similar nature, beyond the control of LH or the Participating Carriers.

7. Exclusion of Consequential Damages:

Neither party will be liable for any indirect, special, incidental or consequential damages, including lost revenues, lost profits, or lost prospective economic advantage, whether or not foreseeable and whether or not based on contract, tort, or warranty claims or otherwise, arising from any performance or failure to perform under this Agreement, and each party hereby releases and waives any claims against the other party regarding such damages.

Lufthansa Time of Ticketing Incentive Program

ATTACHMENT A - Terms and Conditions

8. Termination:

- a. In the event that either party defaults in the performance of the Terms and Conditions of this Agreement and such default continues for a period of five (5) days following written notice thereof from the non-defaulting party, then the non-defaulting party may terminate the Agreement and/or pursue any remedy available to it in law or equity.
- b. Either party may terminate this Agreement upon written notice to the other if any third party acquires control of or a controlling interest in the other party or if the Agent merges with or acquires control of or a controlling interest in any third party.
- c. In the event that the Agent violates any applicable law or regulation or in the event of upon suspension or termination of Agent's appointment as an approved ARC Agent, this Agreement may be terminated immediately by the Participating Carriers without notice.
- d. In the event of a termination of this Agreement by LH and the Participating Carriers pursuant to Article 9(a) or (c), LH and the Participating Carriers will have no further liability or obligation to the Agent under this Agreement. If this Agreement is terminated by LH, the Participating Carriers or Agent pursuant to Article 9(b), or by the Agent pursuant to 9(b), the Agent will be entitled to all incentives earned through the effective date of termination.

LH, the Participating Carriers and the Agency reserve the right to terminate this Agreement with or without cause upon seven (7) days prior written notice to Agent.

9. Non-Assignment:

Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party. Any assignment in violation of this provision will be null and void.

10. Confidentiality:

The Parties agree that this Agreement, its terms and conditions and any proprietary information and data, either oral or written, received from the other party, are confidential and may not be publicized or disclosed to any third party, either directly or indirectly, without the prior written consent of the other party except as may be required by law. Breach of this confidentiality requirement or the confidentiality provisions of the Agreement or the Settlement Agreement will permit the non-breaching party to terminate this Agreement with immediate effect.

Notwithstanding the foregoing, the parties agree that LH and the Participating Carriers may share all data and information regarding this Agreement with Air Canada and United Airlines.

This confidentiality provision shall survive the expiration or termination of this Agreement.

11. Performance Calculations:

All calculations and any disputes with respect to such calculations under this Agreement shall be based upon data contained in Participating Carriers' records and the records of Performance Measurement Carriers (AC and UA), and the data in Participating Carriers' and Performance Measurement Carriers' records shall take precedence over the data in any other records.

12. Use of Trademarks, Service Marks or Logos:

Neither party will use any logos, trade names or service marks of the other party in any manner without first obtaining the prior written approval of the other Party.

13. Incentive Limitations:

Agent understands that Agent will lose any right to incentives if it fails to comply with any of the terms and conditions of this Agreement.

14. Online Booking Engines:

When internal 'Online Booking Engines' are utilized, the Lufthansa Group reserves the right to periodically review the positioning of the group carriers, LH OS SN and LX.

Lufthansa Time of Ticketing Incentive Program

ATTACHMENT B: Agent and Authorized Ticketing Locations

HOL#: 41630105

Other Applicable ARC #s: 41926194

TERM	DEFINITION
Atlantic Market Region	Defined as travel to/from/within Europe, the Middle East, Africa, and the South Asian Subcontinent. When travel is between Pacific and Atlantic origins/destinations via United States, the Origin-Destination Market would be considered part of the Atlantic Market Region.
South Asian Subcontinent	Defined as travel to/from India, Kyrgyzstan, Pakistan and Tajikistan
Asia Market Region	Defined as travel to/from Asia
Pacific Market Region	Defined as travel to/from Pacific
Exception Market	Any itinerary in the Atlantic Market Region which includes a fare break in a specific city pair Identified on the Atlantic Market Region page. (applicable to nonstop flights only)
Fare Basis Code	Defined as a specific set of characters associated with a fare that determines the aircraft Seating, inventory and pricing. The first letter of the fare basis code determines the applicability of the incentives.
Time of Ticketing (ToT)	Defined as the portion(s) of the Program where the Agency deducts ToT incentive at the time of ticket issuance as specified in applicable Attachments.
International Gateway Cities	Defined as cities flown to outside of the USA, except Canada, served by participating carriers
Market Region	Defined as the groupings of Origin-Destination Markets.
MCO	Defined as miscellaneous charge orders. ToT incentive shall not apply to MCO's or other service charges.
Origin-Destination Market	As defined by ARC, a term meaning the point of origin and the final destination of a ticketed passenger, on a through fare with no stopovers or connections between the two, regardless of marketing carrier used.
Participating Carriers	Carriers Include Lufthansa German Airlines (LH), Austrian Airlines (OS), Brussels Airlines (SN) and Swiss International Air Lines (LX).
Performance Measurement Carriers (PMC)	Carriers Include Air Canada (AC) and United (UA) and their regional carriers. For the Atlantic Market Region only, reference applicable attachments.
Alternate Carriers (OAL: <u>O</u>ther <u>A</u>ir <u>L</u>ines)	Any carrier not included in the definition of a Participating Carrier, Performance Measurement Carrier, Regional and Star Alliance Carrier, also referred to as <u>OAL</u> carriers
PTA Fees	Defined as prepaid ticket advice fees.
Star Alliance Carriers	Refer to www.staralliance.com for a current listing of member airlines.