

## AC319 Agency Commission Program

### From Applicable Points in Canada to the U.S.

Ticket Designator	Marketing Carrier	Commission Applies to Fare Basis starting with (1st Letter)														
		F, C	J	P	W	Y	B	M	H	Q	K	L	U	T	X	V
AC319	DL															
Origin	Destination															
Non Hub	U.S. Non Hub	15%	15%	15%	15%	15%	8%	8%	8%	8%	8%	6%	6%	6%	6%	
Hub*	U.S. Hub	15%	15%	15%	15%	15%	5%	5%	5%	5%	5%	3%	3%	3%	3%	

\*Hub Markets = Canada to ATL/DTW/MSP/SLC (Note: YYZATL is excluded from hub markets)

- Fare classes not listed in the grid are non-commissionable
- All itineraries must originate in Canada

#### Terms and Conditions

##### A. Carrier

1. Carriers: Delta. For purposes of this program, “Delta” refers to Delta Air Lines, Inc. and “OA” refers to all other airlines.
2. Point of Sale Commission may be claimed at time of ticketing only on Delta marketed flights (DL code), regardless of operating carrier.

##### B. Origin and Directionality

All itineraries must originate in Canada

##### C. Commission-Qualification Terms

1. Tickets must be plated on Delta (006) stock.
2. Point of Sale Commission must be claimed at time of ticketing. Retroactive commission may not be claimed.
3. All tickets issued must contain the above-referenced ticket designator (AC319) after the fare basis code in the ticket designator field or the tour code box.
4. All OA flight segments must be issued on separate tickets.
5. When ticketing a SkyBonus customer or applying an upgrade, SkyBonus company designator (e.g., ER\*, ES\*, US\*, CA\*, MX\*, etc.) or upgrade designator (e.g., RD\*, PU\*, SB\*, WF\*, WM\*, WU\*, etc.) must be placed in tour code box, regardless of plating carrier.
6. Tickets must state “Non-Endorsable – Refundable by DL-Issuing Agencies Only.”
7. Tickets must be issued in the valid local currency of the itinerary point of origin.
8. Commissions must be calculated against a published base fare from above listed fare classes excluding any taxes, YQ/YR surcharges, airport fees, customs user fees, passenger facility charges or other similar charges.
9. Agency is responsible for adding all applicable surcharges, departure taxes, customs, fees or any other U.S. or non-U.S. tax to fares stated herein.
10. Tickets refunded, exchanged or used on OA are subject to commission recall.

##### D. Exceptions

Commission may not be taken pursuant to this Program for the following:

- Infant, child, student or military fares.
- Blocked group space.
- Published “Round the World Fares”.
- Negotiated fares/corporate travel/corporate discounted fares. Any DL web fares with ticket designator starting with “W” except WNUP fares. WNUP fares are commissionable at the applicable economy class commission rate.
- Split ticketing is not allowed.
- Tickets where the Delta Equity Card (series beginning with 1556) was used in whole or in part as the form of payment.

#### **E. Mileage Accrual**

SkyMiles mileage may be accrued subject to program regulations.

#### **F. Fare Restrictions**

1. All published fare rules apply.
2. Basic Economy fares are non-commissionable and can be identified by the letter “B” in the 7th character of the fare basis; these fares book into “E” class.
3. Economy-class fares that feature an automatic-upgrade option are commissionable at the applicable economy-class commission rate. Example: YUP fare earns Y commission rate. Note: WNUP fare types are excluded per Section D above.
4. For any routing s where multiple commission percentages apply, the lowest applicable commission percentage shall be used for the entire itinerary.

#### **G. Market Definitions**

Transborder – Scheduled flights crossing the border between Canada and the U.S. (including Hawaii and Alaska).

#### **H. Program Conditions**

1. First eligible ticket date: May 27, 2013. First eligible travel date: Oct 1, 2013. Last eligible ticket date: December 31, 2019. Last eligible travel date: per published fare rule.
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 Program or any of the terms hereof without Delta’s prior written consent. Such non disclosure includes, but is not limited to any form of advertisement (including, but not limited to any manner or capacity the selling, marketing, display or distribution on any internet website). For clarification purposes, this means that neither the Agency shall display, market or sell any of the fares, schedules, seat availability and related information pertaining to this program on any internet domain. Any violations of this policy shall be deemed a material breach of our Incentive Agreement and cause for the immediate cancellation of this program
5. This Program may be canceled or amended by Delta upon providing to Agency a cancellation notice or notice describing the amendment(s) at least one day prior to effectiveness.
6. Program is subject to review /cancellation should Point of Sale performance goals or where applicable entity (Transborder) parent-exhibit goals are not met for two consecutive quarters.
7. No term or condition of this Program 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 Program 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 Program 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.

#### **H. Program Conditions**

8. The use of Delta names or logos in conjunction with this program on any unsecured trade or consumer direct promotion or advertising (paper or electronic) is 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.