

Committed Seats Agreement

Between

EGYPTAIR Airlines Company

And

ALO Dhaka Aviation Ltd

This Committed Seats Agreement the "Agreement", date of 18th of august 2021 is entered by and between:

1-Egyptair Airlines Company (First party):

A public Business Sector company established under the law of the Arab republic of Egypt having its principal place of business at Egyptair administrative complex, airport road-Cairo international airport Cairo, Egypt.
Represented hereby MR. Mohamed Wael Eldemerdash In his capacity as VP commercial sector. (Referred hereinafter as Egyptair)

2- ALO Dhaka Aviation Ltd (Second party):

Travel agent limited company established under the law of Bangladesh having its place of Business at 11/8/E (3rd Floor) School Street, Panthapath, Dhaka - 1205, Dhaka,, Dhanmondi & GSA office 101 RM Center 5th Level, Gulshan Avenue , Dhaka -1212 , Bangladesh.

Represented by Mr. SYED ALI SAMY in his capacity as a CEO & Director of ALO Dhaka Aviation Ltd. (referred herein after as ALO Dhaka Aviation Ltd.)

Preamble

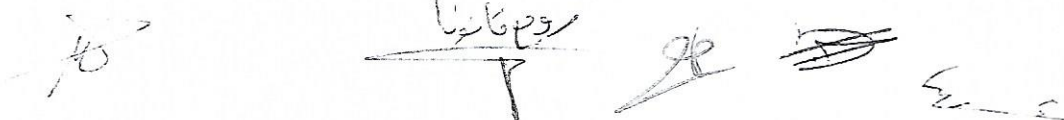
Whereas, Egyptair is a leading airlines company promoting safe and efficient air travel at both domestic and international level, and;

Whereas, ALO Dhaka Aviation Ltd. is a travel agent located on Bangladesh and having a demand on Egyptair network.

Whereas, Egyptair and ALO Dhaka Aviation Ltd. have entered into a memorandum of understanding dates 18th of august 2021 for the purpose of coordinating their mutual cooperation through their strategic alliance.

Now therefore and in consideration of the foregoing, the parties hereof having agreed to the following:

- 1- The above preamble shall be considered as an integral and essential part of this Agreement.
- 2- This Agreement is accompanied by Annex A shall be considered as an integral and essential part of this Agreement.
- 3- The Agreement is subject to be postponed in case of closing airfield due to force majeure (corona virus), in this case no obligation for both parties will be exist but reconciliation will be applied for the actual operated flights as all invoices shall paid by second party to the first party by maximum 10 days after suspension..
- 4- Egyptair (First party) shall provide, organize and operate two schedule flights per week starting from 01st of November 2021 until 31st of October 2022 on the following scheduled routes:
Departure: Cairo Monday, Thursday 13:30 - arrival: Dhaka 01:05 next day
Departure: Dhaka Tuesday, Friday 02:35 - arrival: Cairo 06:40
- The above mentioned days of operation and frequencies are subject to be increased by acceptance of the two parties upon Dhaka market demand according to aircraft availability.
- Hereinabove schedule is subject to change by explicit written acceptance of the two parties
- 5- Aircraft used by Egypt Airlines (first party) for the Cairo – Dhaka service will be airbus 330-300 or Any Similar Newer Aircraft and only by exception due to mechanical or other temporary reasons will any Newer / other type of aircraft be used for the service.
- 6- Egyptair (first party) shall offer to ALO Dhaka Aviation (second party) 280 seats plus six tons of cargo, per flight for each direction which should be paid by second party according to agreed prices on annex A notwithstanding the occupation of such seats, it is agreed by first party that 20 of these seats will be business class seats and 260 will be economy.
- 7- Agreed prices of seats and cargo on annex A are calculated to achieve at least 91,700 USD as a net revenue for Egyptair per each sector CAI/DAC VV. (84,200 USD seats revenue + 7,500 USD cargo revenue) to cover the direct operating cost of the flight excluding any taxes on tickets or AWB.
- 8- Both parties agreed that Egyptair (first party) has the right to sell seats and excess baggage on each flight thru Egyptair distribution system (BSP, Egyptair sales offices and websites) by the same fares on annex A or higher after discussion with second party, both parties agreed that number of seats sold by Egyptair must be deducted from the quota of the committed 280 seats offered to second party.
- 9- After signature of this Agreement Second party shall issue to Egyptair a valid letter of guarantee with amount 4,000,000 United States dollar (subject to increase in case of second party request to increase frequency) before End of September 2021 valid throughout the term of this Agreement and Egyptair has the right to liquidate it if second party is unable to pay any outstanding, this agreement will be spontaneously terminated without the acceptance or any explicitly written approval of the parties if the second party fail to issue a bank guarantee or bank transfer as a security deposit with amount of 4,000,000 united states dollar to Egyptair before End of September 2021. Such Letter of Guarantee shall be:-



- Unconditioned
 - Non transferable
 - Non irrevocable
 - Issued from well-known bank in Egypt
- 10- Both parties agree that the tickets may be issued thru Egyptair general sales agent office ID in Dhaka and all other Egyptair distribution system worldwide (BSP, Egyptair offices and websites) except Bangladesh.
- 11- The sales reports issued by second party for every month shall be delivered to the attention of Egyptair financial affairs through e-mail, given by Egyptair.
- 12- Invoices of the Sales amounts and non-purchasing seats fines and penalties and cargo shall be issued every 15 days by Egyptair to the second party, payment grace period will be two weeks from invoices date.
- 13- Condition of carriage and limitation of liability: the tickets issued under this Agreement will be subject to first party rules and conditions, the liability of Egyptair under this Agreement shall be limited to the extent, of Egyptair conditions of carriage.
- 14- Term of the agreement: this Agreement shall be effective as of the "Effective Date" and shall remain in full force and effect until 31st of October 2022, and automatically renewed for other period or periods by the explicit written approval of the parties.
- 15- Terminations: either party may terminate this Agreement by explicit written approval of the parties in a period of minimum 60 days of termination, both parties has the right to immediately terminate this Agreement if a material breach committed by any party, both parties has the right to immediately terminate this Agreement if the other party is insolvent, is unable to pay its debts as they become due.
- 16- Confidentiality: this Agreement and the Annex thereto is considered as a highly confidential agreement and shall not be published by any of both parties.
- 17- Assignment: Neither party may assign this Agreement or any portion thereof or even subcontract rights or duties to any third party for the term of this Agreement without the written consent of the other party.
- 18- Governing law and dispute resolution: the terms and conditions of this Agreement shall be interpreted and construed in accordance with the Egyptian law and any dispute arising between the parties in connection or related to the application and enforcement of this agreement shall be finally and exclusively settled by the competent courts of Egypt, regardless the principles of conflict of law.
- 19- Notices: all notices relating to this Agreement shall be in writing and shall not be effective unless given and approved by mail or by fax and e-mail to the following address:

If to Egyptair	If to ALO Dhaka Aviation Limited
Egyptair administrative complex, airport road – Cairo international airport , Cairo ,Egypt	101 RM Center 5 th Level, Gulshan Avenue , Dhaka - 1212 , Bangladesh.
To	To : SYED ALI SAMY – CEO & Director
Tel	Tel : +8801922266222
e-mail	E-Mail : ceo@alodhakaaviation.com
fax	

- 20- In case the Second party fails to fulfill any of its obligation under this Agreement, Egyptair shall have the right to liquidate the letter of guarantee without any further notification.
- 21- Counterparts: this Agreement is signed in two counterparts, each of which shall be deemed an original and which shall together constitute one agreement.
- In witness whereof, the parties hereto have caused this agreement to be duly executed by their respective authorized officers as of the date hereof.

Egyptair Airlines

Name: Mohamed Wael Eldemerdash

Title: EGYPTAIR VP commercial sector

Signature:

Date:

[Handwritten signature]
16/10/2022

ALO Dhaka Aviation Ltd.

Name: Mr. SYED ALI SAMY

Title: CEO & Director

Signature:

Date:

[Handwritten mark]

[Handwritten mark]

ANNEX A

Committed seats agreement between

EGYPTAIR Airlines (first party)

And ALO Dhaka Aviation (second party)

This Annex shall be considered as an integral and essential part of this Agreement

Price in USD including YR, YQ & excluding taxes (NET):

Route	Economy Round Trip Fare	Business Round Trip Fare
DAC/CAI/DAC	660	1,500
DAC/CAI/LON/CAI/DAC	730	2,400
DAC/CAI/CDG/CAI/DAC	730	2,400
DAC/CAI/FCO/CAI/DAC	650	2,400
DAC/CAI/GVA/CAI/DAC	720	2,200
DAC/CAI/BCN/CAI/DAC	720	2,200
DAC/CAI/ATH/CAI/DAC	600	1,750
DAC/CAI/IST/CAI/DAC	620	1,800
DAC/CAI/DAR/CAI/DAC	920	2,800
DAC/CAI/ADD/CAI/DAC	760	2,300
DAC/CAI/ABV/CAI/DAC	850	2,600
DAC/CAI/NBO/CAI/DAC	870	2,600
DAC/CAI/ACC/CAI/DAC	950	2,900
DAC/CAI/EBB/CAI/DAC	850	2,500
DAC/CAI/KGL/CAI/DAC	900	2,600
DAC/CAI/KRT/CAI/DAC	650	1,900
DAC/CAI/NDJ/CAI/DAC	850	2,500
DAC/CAI/JED/CAI/DAC	620	1,790
DAC/CAI/MED/CAI/DAC	620	1,790
DAC/CAI/BGW/CAI/DAC	650	1,800
DAC/CAI/MCT/CAI/DAC	790	2,200
DAC/CAI/DMM/CAI/DAC	720	2,000
DAC/CAI/BAH/CAI/DAC	720	2,000
DAC/CAI/RUH/CAI/DAC	700	1,900
DAC/CAI/DXB/CAI/DAC	770	2,100
DAC/CAI/AMM/CAI/DAC	670	1,700
DAC/CAI/BEY/CAI/DAC	685	1,750
DAC/CAI/YYZ/CAI/DAC	1,100	3,400
DAC/CAI/JFK/CAI/DAC	1,080	3,300

. One way fares equal 50% from round trip fares for all tickets.

Hereinabove granted fares are applicable for both ways vice versa EX. DAC/CAI/DAC same price as CAI/DAC/CAI

Conditions:

- 1- **Price per seat:** price per seats mentioned hereinabove is price per one ticket on Nego fare basis for group and individual tickets, the second party have to auto price the ticket according to the filed fares on system otherwise he will pay 330 USD per each economy class sector and 750 USD per each business class sector.
- 2- **Applicable ticket taxes:** all taxes, such as airport taxes, business tax, VAT, governmental tax and other surcharges shall be included in the ticket and will be invoiced and paid in addition to the agreed price by Dhaka Cairo (second party).
- 3- **Other taxes:** any other taxes and surcharges on tickets & AWB like governmental tax, VAT or money transfer surcharge shall be paid by the second party.
- 4- **Evaluation:** evaluation of the agreement will be every three month and accordingly the granted prices hereinabove are subject to change.
- 5- **Penalties:** second party agree to pay 50 USD for each ticket changed or refund and 75 USD for no-show (change or refund within 24 hours of departure) to the first party.
- 6- **Expenses:** hotel accommodation or transportation fees in case of transit passenger must be paid by second party.
- 7- **Seats distribution rules:** second party shall follow the below seats distribution rules otherwise he will pay 330 USD for each unmatched sector.
- 8- **Non-purchasing seats:** second party shall purchase 260 economy class seat and 20 business class seat per each flight per each direction otherwise second party shall pay 330 USD for each non purchasing economy class seat per each sector even CAI/DAC or DAC/CAI, also shall pay 750 USD for each non purchasing business class seat per each sector even CAI/DAC or DAC/CAI.
Note. Number of seats sold from Egyptair distribution systems (BSP, Egyptair offices and websites) shall be deducted from the 280 seat.
- 9- **Non-purchasing cargo:** first party shall provide the second party by space of six ton per each sector CAI/DAC VV. While second party shall pay 7,500 USD for this space even if he use the six ton or not.
- 10- **Baggage policy:** two baggage are allowed for each passenger 23 kilos per each for economy class and 32 kilos per each for business class, except infants only hand bag is allowed, any extra piece sold by first or second part on the flight will be deducted from the cargo space (six tons).
- 11- **Excess baggage:** excess baggage is subject to Egyptair policy and prices and must be sold by the first party, second party has the right to sell and collect only excess baggage from Dhaka to Cairo vice versa.
- 12- **Child discount:** no child discount for the above fares but only 90% discount for the infants will be applied without seat, maximum number of infants are 40 per each flight.
- 13- **Commission:** hereinabove prices are non-commissionable even override or IATA standard commission and not subject to any incentive granted to second party.
- 14- **Stop over:** one stop over permitted in Cairo at 50 USD charge per each direction.
- 15- **Domestic sectors:** adding domestic sector in Egypt to DAC/CAI/DAC cost the second party 80 USD for each Domestic economy class sector and 120 USD for each Domestic business class sector.
- 16- **Groups:** second party shall send his group request to group desk at Groupdesk_out@egyptair.com and in case of 6th freedom tickets only agent must apply Group desk policy and insert deposit for the group.
- 17- **UMRA and HAJJ fares:** hereinabove prices to Jeddah and Madinah are not applicable on UMRA and HAJJ seasons unless second party add 100\$ on each ticket start their journey on (RAGAB, SHAABAN HIJRI months) and adding 200\$ on RAMADAN HIJRI month, also adding 700\$ on each ticket start their journey from 01st of DHUL QADAH till 5th of DHUL HIJJAH or return 15th of DHUL HIJJAH till 15th of MUHHARAM.
- 18- **Additional fares:** Second party may ask first party for additional prices from Dhaka to any other destination covered by Egyptair network and First party may provide the fares according to his policy.



RULES:

Minimum number of economy class seats shall be purchased by second party are 260 seat per each Flight per each direction are distributed as below:

- DAC/CAI vice versa minimum 120 seat per each flight per each direction without maximum
- DAC/LHR & CDG vice versa maximum 30 seats for both, per each flight per each direction without minimum
- DAC/Europe (except LHR& CDG) & N.America & Africa vice versa maximum 60 seats for all, per each flight per each direction without minimum
- DAC/M.East vice versa maximum 140 seats for all, per each flight per each direction without minimum

Minimum number of business class seats shall be purchased by second party are 20 seat per each flight per each direction are distributed as below:

- DAC/CAI vice versa minimum 10 seat per each flight per each direction without maximum
- DAC/all other destination except CAI maximum 10 seats per each flight per each direction without minimum

Egyptair Airlines

Name: Mohamed Wael Eldemerdash

Title: Egyptair VP commercial sector

Signature:

Date:



ALO Dhaka Aviation

ALO Dhaka Aviation Ltd.

Name: SYED ALI SAMY

Title: CEO & Director

Signature:

Date:



M. MAG-DG

ATTESTED
No. 332 Date: 22.08.2021

Mu. Ataul Haq
Third Secretary
Embassy of Bangladesh
Cairo, Egypt

