



CONFIDENTIAL

CORPORATE TRAVEL AGREEMENT

**THIS AGREEMENT** is entered into this 05th day of December 2017 (the "effective date") between:

1. **EMIRATES**, the international airline of the United Arab Emirates, of Emirates Group Headquarters, P.O. Box 686, Dubai, United Arab Emirates ("**Emirates**"); and
2. **The Gujranwala Chamber of Commerce & Industry** – Chamber Plaza Aiwan-e-Tijarat Road, Model Town Road, Gujranwala (the "**Company**").

**BACKGROUND:**

Emirates and the Company have agreed that Emirates shall provide the Company with special corporate rates for tickets purchased and flown by the Company's eligible employees in accordance with the terms of this Agreement.

**AGREEMENT:**

**1. Term**

1.1 This Agreement shall commence on the Effective Date and shall continue in force for a period of 12 months from that date, unless otherwise terminated earlier in accordance with the terms hereof.

1.2 The term of this Agreement may be extended or renewed by written agreement between the parties.

**2. Application of Corporate Rate**

2.1 During the term of this Agreement Emirates will make available percentage discounts and/or fixed fares to the Company as set out in Schedule 1 of this Agreement, and as may be amended from time to time, (the "**Corporate Rate**") subject to the conditions set out herein.

2.2 The "**Eligible Employees**" shall include the relevant employees of the Company and any other permitted contractors, recruits, directors and clients of the Company specified as such in Schedule 1 of this Agreement, who are travelling on Company-related business together with family members of any of the foregoing travelling on Company-related business or pursuant to a relocation package, in each case whose travel is being paid for by the Company.

2.3 The "**Applicable Services**" shall include the transportation services of Emirates, and any code share and interline services specified as such in Schedule 1 of this Agreement.

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2.4 The Corporate Rate may not be used by the Company or any Eligible Employee with any other promotion, discount or special offer. Tickets purchased using the Corporate Rate are eligible for mileage credit under Emirates' Skywards frequent flyer program, in accordance with the rules of that program.

2.5 The Corporate Rate shall apply to the Company only. It is the responsibility of the Company to notify Emirates, in writing, of any change to its corporate structure during the term of this Agreement. In the event of any corporate restructuring of the Company, any merged or new company shall not automatically become party to this Agreement, but may only be included with the express written agreement of Emirates.

### **3. Communication**

The Company agrees to promote Emirates as a preferred airline during the term of this Agreement and to distribute certain promotional materials made available by Emirates to Eligible Employees. Emirates encourages the Company to use media such as the Company Intranet or Extranet services for carrying out this distribution.

### **4. Issue of Tickets**

4.1 The Company may arrange for the tickets to be issued using the Corporate Rate at any Emirates sales offices, in-house Company travel agents or Designated Travel Agencies.

4.2 The "Designated Travel Agencies" shall include the travel agencies specified as such in Schedule 1 of this Agreement. Each Designated Travel Agency shall be an IATA licensed travel agent. The Travel Agent or the Company should provide Emirates with ticket details on a monthly basis.

4.3 The Company must notify Emirates of any changes to the Designated Travel Agencies. In the event that any Designated Travel Agency has had its IATA license cancelled or suspended, that Designated Travel Agency shall be removed from the list of Designated Travel Agencies until such time as its IATA license is restored.

4.4 The Company shall be responsible for notifying the relevant Emirates sales office, in-house Company travel agent or Designated Travel Agency that the Corporate Rate applies at the time a reservation is made for the issue of a ticket under this Agreement. The Company shall also at this time provide all other relevant information, such as booking codes, required to utilise the Corporate Rate.

4.5 All transportation of Eligible Employees under this Agreement is offered subject to Emirates' General Conditions of Carriage for Passengers & Baggage (the "Conditions of Carriage") and all rules applicable to the general public for the class or category of fare selected (including also any charges for change in travel arrangements that may be applicable to the class or category of fare selected). The Conditions of Carriage are published on Emirates' website ([www.emirates.com](http://www.emirates.com)) and the Company acknowledges and confirms that it has had the opportunity to read and understand Emirates' General Conditions of Carriage and its Eligible Employees agree to be bound by these in relation to the purchase and use of tickets pursuant to this Agreement.

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4.6 Emirates' obligation to issue tickets to the Company's Eligible Employees (either directly or through an in-house Company travel agency or a Designated Travel Agency) is subject to availability of seats for the specified class of service on the relevant flight(s). Tickets issued pursuant to this Agreement are non-endorsable and are valid for travel on Applicable Services only. All travel using the Corporate Rate must be booked in the proper class of service and all tickets for such travel must be used for outbound travel prior to the date of termination or expiration of this Agreement.

4.7 The Corporate Rate may not necessarily be available on all flights. The number of seats in each class that Emirates shall make available on a given flight for use with the Corporate Rate will be determined by Emirates at its sole discretion.

4.8 Eligible Employees shall not be entitled to travel on tickets issued using the Corporate Rate during blackout dates, either specified in Schedule 1 of this Agreement or as notified to the Company by Emirates in accordance with clause 4.9 below.

4.9 Emirates may during the term of this Agreement specify additional blackout dates during which travel on tickets issued using the Corporate Rate shall not be permitted. Emirates shall endeavour to provide the Company with at least fourteen (14) days prior notice of any such blackout dates.

4.10 The Company shall ensure that its Eligible Employees, other employees and agents comply with the conditions applicable to the use of the Corporate Rate and the issue of tickets under this Agreement. The Company shall indemnify Emirates for any loss or damage arising out of the wilful misconduct of any of its employees or agents in relation to the issue of tickets under this Agreement or any misuse of the Corporate Rate.

## **5. Changes to Services**

5.1 If Emirates' own services or any code share or interline arrangement is terminated or reduced in relation to any city that is included as part of an Applicable Service, then this Agreement shall be automatically amended to exclude such city or to reflect such reduction, without liability to any party. Following such an amendment, this Agreement will continue in full force and effect as to the cities and services not affected by such termination or reduction.

5.2 Emirates may discontinue flights or change flight schedules for any reason at any time without notice, liability or obligation to the Company.

## **6. Changes to Fares**

6.1 Emirates reserve the right to amend any percentage discounts and/or fixed fares included as part of the Corporate Rate, upon fourteen (14) days written notice to the Company. Emirates will honour all reservations that have been made prior to the date of this notice, at the fares applicable at the time the reservation was made, provided that tickets for such reservations are issued within seven (7) days of such date.

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## 7. Termination

7.1 Either party may terminate this Agreement for any reason, with or without cause, at any time by providing not less than thirty (30) days' prior written notice to the other party.

7.2 Either party may immediately terminate this Agreement in the event that:

- a) the other party is in breach of its obligations under this Agreement and fails to remedy that breach within seven (7) days of receipt of written notice of the breach; or
- b) the other party becomes insolvent; ceases to or threatens to cease to carry on business; has a receiver, administrative receiver, administrator or similar officer appointed over some or all of its assets or business; enters into any assignment for the benefit of its creditors or a general composition with its creditors; is subject to any step for its winding up except as part of a bona fide restructuring without insolvency; or any similar or analogous event occurs.

7.3 Subject to clause 7.4, the Company may not utilise any tickets issued using the Corporate Rate with an outbound travel date which is on or after the effective date of termination or expiration of this Agreement. In the event that a ticket has been partially used (for outbound travel) prior to the termination or expiry date of this Agreement, the Company shall be entitled to complete the travel set out on that ticket in accordance with its terms.

7.4 In the event that this Agreement is terminated by the Company under clause 7.2(a) above, the Company may utilise all tickets using the Corporate Rate that were issued prior to the effective date of termination, provided Emirates has received payment for these tickets.

## 8. Confidentiality and Data Protection

8.1 The terms of this Agreement are strictly confidential. Except for such disclosure that is necessary for the fulfilment of the terms of this Agreement or the obligations provided hereunder, the Company and its Eligible Employees agree not to disclose the terms or existence of this Agreement to any unauthorized third party and will use its best efforts to limit knowledge of these terms only to its Eligible employees with a need to know, unless otherwise required by law. Any breach of this clause by the Company shall be deemed to be a material breach of this Agreement which shall entitle Emirates to terminate this Agreement forthwith by notice in writing to the Company.

8.2 Nothing in Clause 8.1 above shall prevent either party from disclosing particulars of this Agreement to Company's Designated Travel Agents, or to its travel industry consultants, legal counsel and other professional advisers, so long as such third parties are obligated to maintain such information in confidence to the same extent that the Company is required to do so hereunder.

8.3 Emirates represents, warrants and covenants that it will process, use, maintain and disclose personal data of Eligible Employees in accordance with applicable Data Protection legislation in

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force within the jurisdiction in which services are performed under this Agreement, and only as necessary for the specific purpose for which this personal data was disclosed to it and only in accordance with the express instructions of Company and the terms of this Agreement. Emirates will not disclose any personal data of the Eligible Employees to any third party except to those service providers as necessary to provide the transportation and ancillary services provided by Emirates hereunder. These services providers may include: credit card verification providers, Emirates' data warehouse and customer relationship management centre, organizations who may provide support marketing and promotional communications; internet service providers who administer Emirates' web sites and provide internet services and host Emirates' facilities; chauffeurs, and car services agencies. Emirates further warrants that it has implemented safeguards to ensure that its service providers treat personal information in a way that is consistent with the terms of this Agreement and that such information is never used except to fulfil services to Emirates.

8.4 Emirates may also disclose personal information as permitted or required by law to:

- a) those governmental bodies who have authority to obtain it, in order to comply with a warrant or subpoena issued by a court of competent jurisdiction, and to comply with record production requirements; and
- b) customs and/or immigration departments or other regulatory authorities in the country of passenger departure and/or destination in order to comply with the law in those countries.

## 9. Liability and Indemnity

9.1 Each party shall indemnify and hold the other harmless against any claim, judgement, liability, loss, damage, expense or costs (including legal fees and related disbursements) which the other party may incur as a result of such party's failure to comply with its obligations pursuant to this Agreement, or its negligence or wilful misconduct. Neither party, however, shall be liable to indemnify the other party against any consequential damages of any nature whatsoever, including but not limited to, loss of use or loss of profit.

9.2 Except in accordance with and subject to the limitation set out in the Ticket Conditions, the Warsaw Convention 1929 (as amended by the Hague Protocol 1955), the Montreal Convention 1999 and its travel documents (including but not limited to airline tickets and airway bills), Emirates accepts no liability to any person for any damage, losses, claims, demands, costs or expenses arising directly or indirectly from the utilisation of airline tickets provided pursuant to this Agreement.

## 10. General Terms

10.1 This Agreement is not binding and enforceable against either party until fully executed by all parties.

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10.2 Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Any such attempted unauthorized assignment will be void and unenforceable.

10.3 This Agreement may be amended, renewed, extended or otherwise modified only by written agreement signed by both parties.

10.4 Neither party shall be liable to the other in fulfilling any of its obligations under this Agreement (other than an obligation to pay money) where such delay is caused by an event beyond the reasonable control of the party.

10.5 This Agreement represents the entire agreement between the parties relating to its subject matter and supersedes any and all prior agreements, arrangements, representations and understandings in relation to this subject matter.

10.6 This Agreement shall be governed by and construed in accordance with the laws of Pakistan and both parties submit to the non-exclusive jurisdiction of the courts of Pakistan.

#### 11. Performance Reviews

Both parties agree to review the Company's performance against target under the Agreement at regular intervals. In particular the parties will review the Company's utilisation of the services and products of Emirates, including but not limited to, monthly spend. In the event that the Company's performance is not to Emirates' satisfaction, Emirates may either amend the rates or percentage discounts offered hereunder or terminate this Agreement without liability, by serving seven (7) days' written notice on the Company.

**EXECUTED** by the parties as an agreement:

**SIGNED** on behalf of **EMIRATES**

by:

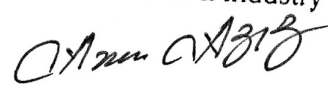
  
Emirates  
**HUSAIN ALSAFI**  
Regional Manager  
North Pakistan

Name: Mr. Husain Alsafi

Title: Regional Manager North Pakistan

**SIGNED** on behalf of **GCCI**

by:

  
**Mian Amir Aziz**  
President  
Gujranwala Chamber of  
Commerce & Industry

Name: Mr. Mian Amir Aziz

Title: President GCCI