Contract No.

**OVERSEA AUTHORIZED AGENT SALES AGREEMENT**

**(Applicable to BSP Agents)**

Between: **Xiamen Airlines CO., Ltd,** having its registered office at 22 Dailiao Road, Xiamen, China (hereinafter referred to as “MF” or the “Principal”).

And: , having its registered office at , IATA number (hereinafter referred to as the “Agent”).

This Agreement is entered into by and between the Principal and the Agent，which are both parties of the IATA Resolution 850, based on equality and mutual benefit, and in accordance with the IATA provisions, whereby it is agreed as follows:

The Principal appoints the Agent as its authorized agent in (hereinafter referred to as the “Territory”) for the sales of passenger transportation and relevant products of the Principal to the extent of and in accordance with the conditions of this Agreement.

The Agent agrees to act as the authorized agent of the Principal in the Territory for sales of passenger transportation and relevant products to the extent of and in accordance with the conditions of this Agreement.

**ARTICLE 1**

**Terms of Cooperation**

1. The Agent undertakes to comply with the Principal’s sales policies[[1]](#footnote-1) and business notices[[2]](#footnote-2) concerning the management of oversea BSP agents and comply with all provisions hereof. The Principal hereby appoints the Agent to act as its authorized agent in the Territory.
2. The Agent shall comply with the laws and regulations of the Territory and the People’s Republic of China, otherwise, any criminal, administrative and economic liabilities arising therefrom shall be borne by the Agent.
3. The Agent shall comply with the relevant regulations of IATA, otherwise, any liabilities arising therefrom shall be borne by the Agent.
4. The Agent shall accept the business guidance and supervision of the Principal, and comply with the Principal’s existing and future sales policies issued in the form of business notices and/or notified to the Agent in other forms. The Principal will release and update the sales policies and business notices from time to time through E-mail, GDS, BSPlink, etc. The Agent shall pay constant attention to these channels to avoid omission.
5. The Principal retains the right of the final interpretation and unilateral modification of the sales policies and business notices from time to time. Once the Agent has any objection, written objections shall be raised within 5 days after the issuance of the sales policies or business notices. Any delay shall be deemed as no objection. The Principal shall negotiate with the Agent upon receipt of the objection. If no agreement can be reached, either party shall have the right to terminate this Agreement.
6. The Agent shall assist the Principal in the management of the sub-agents (non-IATA agents or non-authorized agents of the Principal) and the regulation of their sales behaviors. The Agent shall ensure that the sub-agents comply with the Principal’s existing and future sales policies issued in the form of business notices and/or notified to the Agent in other forms.
7. The Principal has the right to make irregular inspection of the Agent’s compliance with the sales policies and business notices. Any expenses incurred thereby shall be borne by the Principal.
8. The Agent shall be responsible for solving the relevant complaints of the products and services it provides and bear the relevant consequences. Any dispute arising from the sales activities or services between the Agent and the ticket purchaser and/or the passenger shall be solved by and between the Agent and the ticket purchaser and/or the passenger. The Principal shall notify the Agent to solve relevant complaints as soon as possible upon receipt of the complaints, the Agent shall not refuse without justification. The Principal shall have the right to coordinate the settlement between both parties without assuming any liability of the dispute, except to the extend arising from willful misconduct or gross negligence of the Principal.
9. The Agent agrees to indemnify and hold the Principal harmless from any loss, liability or penalty arising out of or in connection with the performance of this Agreement, except to the extend arising from willful misconduct or gross negligence of the Principal. If the Principal suffers any loss due to the Agent (including but not limited to legal costs and attorney’s fees), the Agent shall compensate for the loss.
10. The Agent and its sub-agents shall protect the interests and the corporate image of the Principal, and shall not conduct any behavior harmful to the interests and corporate image of the Principal. The Agent shall be subject to the Principal’s supervision, cooperate with the Principal’s irregular inspection, and accept the Principal’s reasonable suggestions.

**ARTICLE 2**

**Contact Information**

1. The Agent designates the personnel as the contact person to receive the Principal’s business notices. Business notices informed by E-mail shall be sent to the following address:

Contact person of the Agent:

1. mail address:

Telephone number:

1. Any notice to the Agent will be deemed to have been given once the E-mail has been sent to the above mentioned address by the Principal. If the Agent changes the contact person or contact information, it shall notify the Principal by written notice at least 10 days in advance.

**ARTICLE 3**

**Others**

1. This Agreement shall be governed by the laws of People’s Republic of China (for the purpose of this Agreement, excluding Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan Region).
2. Any dispute arising from or in connection with this agreement shall be settled though friendly negotiations. In case no settlement can be reached, such dispute shall be submitted to Xiamen Arbitration Commission for arbitration. The arbitration award is final and binding upon both parties.
3. Either party shall immediately notify the other party in writing of any change, including but not limited to the merger, dissolution, revocation or any change of name, legal representative, business address, contact telephone number, fax, etc.
4. If the Agent or its sub-agents violate the business regulations or refuse reasonable inspection requirements of the Principal, the Principal shall have the right to penalize the Agent and its sub-agents, or immediately terminate the cooperation (suspending the ticketing authority) according to the relevant regulations of IATA or of the Principal.
5. If the Agent loses IATA qualification, loses civil subject qualification, or is prohibited or restricted according to government policies and laws, and cannot perform this Agreement, this Agreement shall terminate automatically.
6. Either party may terminate the Agreement upon provision of 10 days written notice to the other party. The Agreement shall terminate itself on the 10th day from the date of the written notice.
7. This Agreement is made in triplicate, with two held by the Principal and one held by the Agent, and shall be equally authentic. If there is any supplement or change to this Agreement, both parties shall enter into a separate written agreement. This Agreement shall take effect on the date signed by both parties.

(No text below)

**SIGNED ON BEHALF OF**

**PRINCIPAL**   **AGENT**

Name:

Title:

Date:

Name:

Title:

Date:

1. Sales policies refer to the fares, products and agency commissions released by the Principal from time to time. [↑](#footnote-ref-1)
2. Business notices refer to the information notifications, management regulations and business regulations released by the Principal from time to time. [↑](#footnote-ref-2)