

ALLIANCE AGREEMENT

This Alliance Agreement (this " AGREEMENT") is entered into at this _____.

BY AND BETWEEN

(Interest Financial Institution/Bank Name), a banking company incorporated under the laws of Pakistan, having its registered head office at (Address off Registered Office of Interest Financial Institution/Bank), (hereinafter referred to as the "(Short Name of Interest Financial Institution/Bank)" which expression shall, where the context so permits or requires, mean and include its successors-in-interest, administrators and permitted assigns) of the **FIRST PART**.

AND

PAKISTAN INTERNATIONAL AIRLINE Corporation Limited, a public listed company incorporated under the laws of Pakistan, having is registered office at [PIA Head Office Building, Quaid e Azam International Airport, Karachi, Pakistan](hereinafter referred to as the "**PIA**" which expression shall, where the context so permits or requires, mean and include its successors-in-interest, administrators and permitted assigns) of the **OTHER PART**.

(Interest Financial Institution/Bank Name) and the PIA are hereinafter collectively referred to as the "**PARTIES**" and each individually as a "**PARTY**".)

WHEREAS:

A. (Interest Financial Institution/Bank Name) is a banking company providing, *inter alia*, banking services and credit cards and debit cards to its customer throughout Pakistan.

B. The PIA is a national flag carrier of Pakistan offering passenger and cargo transportation services on various international and domestic routes;

C. The Parties desire to enter into an agreement setting forth the terms and conditions under which the Eligible Customers (define below) will be able to avail Discounts (define below) through their use of (Interest Financial Institution/Bank Name) issued credit cards and debit cards on booking of tickets from the PIA Website (define below) and at PIA Locations (define below) as fully described in the Program Details, attached hereto as Annexure "A" ("**PROGRAM**").

NOW, THEREFORE, for good and valuable consideration the receipt whereof is hereby acknowledge and in consideration of the mutual promises and obligation set forth herein, it is hereby agreed and declared by the parties as follows:

1. DEFINITION AND INTERPRETATION

1.1 Definitions

Unless the context requires otherwise, the term used in this Agreement shall have the following meaning assigned to them respectively:

1.1.1 "**AGREEMENT**" means this Alliance Agreement and each schedule and Annexure to this Agreement, as may be amended, modified or supplemented from time in accordance with the provisions contained in the Agreement;

1.1.2 "**APPLICABLE LAWS**" means all laws, ordinances, rules, regulations and orders having force of law including, but not limited to, any procurement laws, ordinances, rules and regulations or any other similar laws, and any authorities interpretations of such laws, ordinances, rule, regulations and orders issued by a competent court, arbitral or other governmental agency (including State Bank of Pakistan) as amended from time to time;

1.1.3 "**CONFIDENTIAL INFORMATION**" means information that is either designated 'confidential' or which by its nature is clearly regarded as confidential which is provided/disclosed to the receiving party by the disclosing party in connection with this Agreement, but excludes information which (i) at the time of its disclosure is in the public domain as evidence by printed publication or otherwise; (ii) after its disclosure becomes part of the public domain by publication or otherwise through no fault of any party or its respective nominees/employees; (iii) can be shown by conclusive written evidence as being already in a Party's possession at the time of its disclosure; and (iv) is obtained by a Party from a third party who is lawfully in possession of such information and is not subject to any contractual or fiduciary relationship that would preclude its disclosure.

1.1.4 "**DISCOUNT**" means the discount that may be availed by the Eligible Customer at the PIA Website or at the PIA Locations through their ABL issued credit card and debit card;

1.1.5 "**EFFECTIVE DATE**" means the date of execution of this Agreement by the Parties;

1.1.6 "**ELIGIBLE CUSTOMER**" has the meaning given to the term in the program Details;

1.1.7 "**FORCE MAJEURE**" means any circumstances beyond the reasonable control of the Party, including, without limitation, any act of God, epidemic, riot, strike, mob violence, lock-out or other industries action.

1.1.8 "**INTELLECTUAL PROPERTY**" means any and all patents trademarks, domain names, website design and layouts, services marks, trade names, registered designs, copyright, database right, design rights, service marks, business names, logos, trade secrets, technical and commercial know-how, whether registered or otherwise, and all and any other similar type of proprietary rights, whether it can be registered or not.

1.1.9 "**PIA Location**" means the official PIA booking offices located pan Pakistan where from the Eligible Customer can avail the Discount through their ABL issued credit cards and debit cards by using them on the point of sale machines at such locations;

1.10 "**PIA WEBSITE**" means the PIA website specified in the Program Details

wherefrom the Eligible Customers can avail the Discount;

1.1.11 "**PROGRAM**" has the meaning given to the term in the recitals;

1.1.12 "**PROGRAM DETAILS**" means the Program details attached hereto as Annexure A; and

1.1.13 "**TERM**" has the meaning given to the term in Clause 2.1 below.

1.2 Interpretation

1.2.1 The headings in this Agreement are inserted only for convenience and shall not affect its construction and interpretation.

1.2.2 Where appropriate words denoting the singular include the plural and vice versa and words imparting any gender shall include every gender.

1.2.3 The recitals shall be an integral and operative part of the Agreement and any breach thereof or any misrepresentation contained therein shall entitle the Parties to the same remedies as are available in respect of other terms of this Agreement.

1.2.4 Reference to any statute, law, regulation or statutory provision or to any applicable regulation or directives of the State Bank of Pakistan are a reference to such statute, law, regulation or statutory provision and directives as from time to time amended, extended or re-enacted.

1.2.5 Save where the contrary is indicated, any reference in this Agreement to:

(i) this Agreement shall be construed as together with any recitals or schedules / annexures thereto, all as amended, varied, restated, novated or supplemented;

(ii) a Section, a Clause, Schedule or Annexure shall be construed as a reference to a section, clause, schedule or annexure to this Agreement;

(iii) a Schedule or Annexure to this Agreement shall constitute an integral part of this Agreement;

(iv) in case of conflict between any term of a Schedule or Annexure and this Agreement the terms of this Agreement shall prevail over the terms contained in the Schedule or Annexure.

2. **TERM**

2.1 This Agreement shall come into force from the Effective Date, and unless terminated earlier in accordance with the terms hereof, shall remain in force till _____ (the "**TERM**").

The Term may be renewed for another (Period of Time) terms subject to mutual agreement between the Parties by way of addendum/supplemental agreement on the same or mutually agreeable terms and conditions.

3. PROGRAM

3.1 Commencing from the Effective Date, PIA shall offer the Program to the Eligible Customers at PIA Website (www.piac.com.pk) and at PIA Locations throughout the Term, subject to the terms and conditions contained in this Agreement as per Program Details.

4. OBLIGATIONS OF THE PARTIES

4.1 The parties shall take appropriate measures in proactively promoting the Program and ensuring that the Program is effectively implemented on the respective Websites and at Locations of the parties through staff who are trained and fully briefed about the Program and the Discount(s) offered under the Program. The parties shall further ensure that their respective designated staff inform and facilitate all Eligible Customers about the Program and the Discount(s) throughout the Term. The same information shall also be provided to the call center agents of the Parties, to be provided to Customers for effective marketing, if required.

4.2 Each Party shall ensure that their respective staff promote and implement the Program in a manner which does not damage the image and/or reputation of the other Party.

4.3 PIA shall provide (Interest Financial Institution/Bank Name) with product / program images and any other necessary details requested by (Interest Financial Institution/Bank Name) in order to effectively implement the Program.

4.4 Each Party shall, throughout the Term, at no cost to the other Party, provide branding space on their respective websites for promotion of the Program or at physical Locations (including without limitation branding space for standees, flyers, brochures, posters and digital spaces, etc.).

4.5 The Parties hereby agree that they may, at their discretion, promote in any manner and using any channels as they deem fit, including with limitation through short message service alerts; social media; mobile application etc. However, the brand / marketing teams for each Party will keep the other in the loop for synchronized campaigns.

4.6 The Parties hereby agree that all marketing material provided by each Party for promotion of the Program shall at all times remain the property of such Party and Party receiving the said material will remain liable to return the same or destroy the same immediately on demand of the Party providing the material and shall confirm the same to said Party in writing. In any case, neither Party shall be permitted to use the marketing material provided by the other Party for any purpose other than promotion of the Program, and shall cease to use the same immediately upon expiry of the Term or upon termination of this agreement.

4.7 PIA shall comply with the special terms and conditions (if any) specified in the Program Details.

4.8 With regard to any grievances and/or complaints of any Eligible Customer with respect to the Program and/or the Discount, both Parties shall take all reasonable measures to resolve all such grievances and/or complaints in a prompt and effective manner. Immediately on receipt of a grievance and/or complaint of any Eligible Customer, PIA shall inform (Interest Financial Institution/Bank Name) of the nature of the complaint and/or grievance and the steps taken or to be taken by PIA or (Interest Financial Institution/Bank Name) to resolve the same and vice versa. In the event that the complaint relates to the banking services provided by (Interest Financial Institution/Bank Name), PIA shall promptly and without any delay refer the same to (Interest Financial Institution/Bank Name).

5. PAYMENTS

5.1 There will be no direct transaction/exchange of services between the Parties. An agreed Discount shall be offered to the Eligible Customers directly and PIA shall claim reimbursement of the (Interest Financial Institution/Bank Name) portion of the Discount share by submitting an invoice. Payment of a valid invoice by (Interest Financial Institution/Bank Name) shall be in accordance with the terms of this Agreement and any Annexures attached hereto.

5.2 Any and all payments to the PIA under this Agreement shall be subject to withholding of applicable taxes. In case of exemption, PIA will be liable to provide FBR issued exemption certificate to (Interest Financial Institution/Bank Name) for adjustment of the withholding tax and other relevant taxes.

5.3 In case of any dispute in terms of financial settlement, the Parties will nominate and form a dispute settlement team comprising members from both PIA and (Interest Financial Institution/Bank Name) to reconcile the settlement / payable amounts to PIA by (Interest Financial Institution/Bank Name).

6. CONFIDENTIALITY

6.1 Each Party agrees to keep all Confidential Information confidential and not to disclose it to anyone other than authorized individuals of the Parties and save to the extent permitted by the disclosing Party in writing or as required by the law (and to the extent permitted); and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information. Notwithstanding termination/expiry of this Agreement, the confidentiality obligations shall survive till such time as Confidential Information has been either returned by the receiving Party to the disclosing Party or destroyed by the receiving Party (at the instructions of the disclosing Party).

7. REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Each Party represents, warrants and covenants to the other that:

7.1.1 it has full power and authority to enter into this Agreement;

7.1.2 it will not, by virtue of entering into and performing this Agreement, be in violation of any Applicable Law, or any contractual obligation it owe to a third party, or any term or provision of any judgment or decree to which it is a party or by which it is bound;

7.1.3 it shall comply with all Applicable Laws in connection with the performance of their respective obligations under this Agreement;

7.1.4 it shall not make any modifications to the Program or the Discounts offered thereunder without the prior written consent of other Party;

7.1.5 when performing its obligations under this Agreement it shall conduct itself in an orderly and business-like manner which will reflect positively on the Program and the good name and reputation of the other Party; and

7.1.6 it shall use its best endeavours to promote the Program by all reasonable, proper and legal means and not do anything which may impede or interfere with the same.

7.2 PIA hereby represents, warrants and covenants to (Interest Financial Institution/Bank Name) that any and all expenses, costs and charges incurred by PIA in the performance of its obligations under this Agreement shall be paid by PIA unless otherwise expressly agreed in this Agreement.

8. LICENSE

8.1 PIA hereby grants (Interest Financial Institution/Bank Name) a non-exclusive license to use the Intellectual Property of the PIA i.e., its logo and tagline for the Term for the purposes of promoting/marketing the Program in such manner as (Interest Financial Institution/Bank Name) deems fit, including display of promotional materials containing (without limitation) logos, trade names and marks of the PIA. However, any promotional materials prepared by (Interest Financial Institution/Bank Name) shall be pre-approved by PIA before their display.

8.2 (Interest Financial Institution/Bank Name) hereby grants PIA a non-exclusive license to use the intellectual Property of (Interest Financial Institution/Bank Name) for the Term for the purposes of promoting / marketing the Program in such manner as PIA deems fit, including display of promotional materials containing (without limitation) logos, trade names and marks of (Interest Financial Institution/Bank Name). However, any promotional materials prepared by PIA shall be pre-approved by (Interest Financial Institution/Bank Name) before their display.

9. TERMINATION

9.1 Either Party may at any time and without assigning any reason terminate this Agreement by giving the other Party a thirty (30) days' prior written notice.

9.2 This Agreement (or any part thereof) may be terminated immediately by either Party if the other Party is in breach of any of the terms of this Agreement and the breach is either incapable of remedy or, if it is capable of remedy, the defaulting party fails to cure it within thirty (30) days of receipt of written notice from the other party giving full particulars of the breach required to be remedied.

9.3 On termination / expiry of this Agreement for any reason whatsoever:

9.3.1 Each Party shall immediately destroy all marketing / promotional material which contains any Intellectual Property of the other Party, which was either provided by the other Party or co-developed or developed by or on behalf of the other Party in relation to the Program.

9.3.2 Termination or expiry of this Agreement shall not affect any rights or obligations which may have accrued prior to termination or expiry. The obligations of each Party set out in any Clause of this Agreement intended to survive such termination or expiry, including this Clause 9.3.2 shall continue in full force and effect notwithstanding termination or expiry of this Agreement.

9.3.3 During the notice period for termination, the Discount offered by PIA to Eligible Customers, shall remain applicable till the date of termination, and all payments thereunder shall be made in accordance with the terms agreed by the Parties under this Agreement.

10. INDEMNITY

10.1 Each Party hereby irrevocably and unconditionally agrees to indemnify the other Party (including its directors, employees, agents, representatives and other officers) ("INDEMNIFIED PARTY") from and against all suits, claims, damages, liabilities, losses, costs and expenses, whether direct or indirect, arising out of or resulting from (i) any breach of the covenants, representations and warranties made by the indemnifying Party under this Agreement; or (ii) from any intentional or negligent act or omission by indemnifying Party in connection with (a) the performance of the indemnifying Party's obligations under this Agreement; and/or (b) any claim or dispute or complaint or grievance of any Eligible Customer against the Indemnified Party or to which the Indemnified Party are made party to.

10.2 Notwithstanding the above in no event shall the Bank be liable for any loss of profits or business, or for any incidental, indirect, special or consequential damages whether or not arising from negligence, breach of contract or otherwise, even if informed of the possibility of those losses or damages. The Bank shall not be liable for any losses arising out of or relating to any of its actions or omissions to act under this Agreement, except to the extent that any such losses are caused by the Bank's willful misconduct or fraud.

11. DISPUTE RESOLUTION

11.1 Any dispute which may arise between the Parties shall in the first instance be attempted to be amicably settled by the Parties through a nominated team in accordance with Clause 5.2.

11.2 In case the dispute cannot be so settled amicably or satisfactorily within thirty(30) days after receipt by one Party of the other Party's request for amicable settlement, the dispute shall be referred to Arbitration in accordance with the Arbitration Act, 1940, as amended from time to time, and any applicable rules made there under for the time being in force, for the decision of two arbitrators, one to be appointed by each of the Parties, and failing agreement between the arbitrators, to the decision of the umpire, to be appointed by the arbitrators before entering upon the reference. The award made by such arbitrators or the umpire, as the case may be, shall be final and binding on the Parties. The venue of the arbitration shall be Lahore and the arbitration proceedings shall be conducted in English language.

12. FORCE MAJEURE

12.1 If a Party hereto is affected by Force Majeure, it shall promptly notify the other Party of the nature and extent of the circumstance leading to such force majeure. Notwithstanding any other provision of this Agreement, a Party hereto shall not be deemed to be in breach of this Agreement, or otherwise be liable to the other Party for any delay in performance or non-performance of any obligations under this Agreement, to the extent that the delay or non-performance is due to force majeure of which it has notified the other Party, and the time for performance of that obligation shall be extended accordingly. Where the delay in performance due to the force majeure continues for a period of fifteen (15) continuous days, a Party not effected by the force majeure but by the performance of the affected party may forthwith terminate this Agreement by written notice.

13. NO PARTNERSHIP OR AGENCY

13.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Parties.

14. INDEPENDENT ENTITIES

14.1 The Parties hereby acknowledge that they are independent entities engaged in the conduct of their own business and neither Party shall be deemed to be the agent, representative or employee of the other for any purpose whatsoever.

15. MISCELLANEOUS

15.1 This Agreement constitutes the entire agreement between the Parties, and there are no prior or contemporaneous oral or written representations, understandings or agreements relating to this subject matter that are not fully expressed herein.

15.2 This Agreement shall be governed by and construed in accordance with the laws of Pakistan. The Parties hereby submit themselves to the jurisdiction of the relevant courts in, Pakistan.

15.3 A Party shall not assign its rights or obligations under this Agreement to any person or entity without the written consent of the other Party which should not be unreasonably withheld. Any

assignment, transfer or delegation that is made without such prior written approval shall constitute a breach of this Agreement.

15.4 None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is given in writing by the other Party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms, provisions, conditions or covenants of this Agreement unless expressly set forth in such waiver.

15.5 If for any reason any provision hereof shall be inoperative, the validity and effect of all other provisions of this Agreement shall not be affected. In case it is not possible under law to implement any of the provisions of this Agreement, the Parties undertake abide by the spirit of this Agreement and to endeavour to agree to perform obligations as closely resembling those created by this Agreement as shall be permissible by law.

15.6 No amendment, modification or waiver of any term of this Agreement or the Annexures, shall be binding unless in writing and duly executed by the authorized representatives of the Parties.

15.7 Any notice or other information required or authorized by this Agreement to be given by either Party to the other may be given by hand or be sent by post/courier, telex, facsimile transmission, electronic mail or comparable means of communication to the other Party at the address herein under:

If to PIA

Attention: Chief Commercial Officer
Address: PIA Head Office, Jinnah International Airport, Karachi
Phone: +92 21 99044907
Email: khiszpk@piac.aero

If to (Interest Financial Institution/Bank Name)

Attention: (Name of Person/Designation of Person)
Address: (Address of Person)
Phone: (Phone Number of Person)
Email: (Email Address of Person)

Any such notice, demand or communication shall be deemed to have been duly served on and received by the addressee:

(a) At the time of delivery, if delivered by hand or courier, or

(b) at the time of successful transmission, if delivered by telex, facsimile transmission, or electronic mail.

15.8 The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies of the parties provided at law, and no failure or delay in the exercise of any other right or remedy shall affect or impair any such right or remedy or the exercise of any other right or remedy.

15.9 This Agreement may be executed in two counterparts and both the counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page to follow.]

SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day, month and year written hereinabove.

For and on behalf of

(Interest Financial Institution/Bank Name)

1-SIGNATURE

**IN THE PRESENCE OF:
SIGNATURE OF WITNESSES**

SIGNATURE

1- Name: _____
Address: _____

2- Name: _____
Address: _____

**For and on behalf of
PAKISTAN INTERNATIONAL AIRLINE**

SIGNATURE

Air Marshal Arshad Malik
Chief Executive Officer
PIA

**IN THE PRESENCE OF:
SIGNATURE OF WITNESSES**

1- Name: _____
Address: _____

SIGNATURE

2- Name: _____
Address: _____

ANNEXURE "A"-PROGRAM DETAILS

1. **TERM:** Commencing from Effective Date ending _____
2. **PIA WEBSITE:** <https://www.piac.com.pk/>
3. **PROGRAM DETAILS:**

a. Offer:

Sr	Cards BIN	Payment Scheme	Card Variant	Debit/Credit	Discount %	Capping	No of Transactions
1							
2							
3							
4							
5							
6							

- Offer will be valid for application fully paid revenue tickets (adult/child/infant), where no other airline discount is already available.
- Discount shall not applicable to already discounted categories such as senior citizen, armed forces, vaccination, chambers of commerce discounts, student discount, journalist discounts etc.
- Each Party's share for the Discount available to all Eligible Customers under the Program.

4. Special terms and conditions:

- a. Program cannot be availed by Eligible Customers in conjunction with other promotion offers offered by PIA.
- b. PIA will submit the PIA transaction report (in the form and substance acceptable to (Interest Financial Institution/Bank Name)) along with an invoice to (Interest Financial Institution/Bank Name), on monthly basis for reimbursement of agreed Discount as stated in paragraph 3 of this Annexure 'A'. After reconciliation, (Interest Financial Institution/Bank Name) shall pay its agreed portion of the cost of Discount within (20 Days or time agreed by both parties) from reconciliation time on a monthly basis either by cheque/pay-order or by direct credit into account of PIA (if PIA account exists) in (Interest Financial Institution/Bank Name).

5. Rules and Restrictions

a. Ticketing Instructions

Tickets must be issued electronically through the PIA Website and PIA Locations spread all across Pakistan. To avail Discount at PIA Locations Eligible Customers shall be required to make payment using their (Interest Financial Institution/Bank Name) issued credit and debit cards against the point of sale machines at such PIA Locations.

All other fare conditions not specified herein will be as per the governing rules applicable to the fare type used.

b. Tickets Validity

As per standard PIA tickets validity.

c. Flight Applicability

Available on only PIA operated flights (not applicable on code share / SPA partner airlines)

d. Eligible Customer can avail the Discount:

- i. Within the ticketing and travel dates as mentioned under Clause 6(b) of this Annexure A.
- ii. Must hold valid Credit or Debit card of (Interest Financial Institution/Bank Name) to issue tickets.
- iii. Payment is valid through (Interest Financial Institution/Bank Name) Credit & Debit cards only.