

SAS corporate program Agreement

This Agreement is made between Scandinavian Airlines System Denmark – Norway – Sweden, a consortium established under the laws of Denmark, Norway and Sweden, having its registered office at SE 195 87 Stockholm, Sweden (“SAS”) and Customer (“the Company”).

Affiliates - means entities that control, are controlled by, or are under common control with a party to this Agreement.

Partners – means cooperating airlines and/or business partners as listed in Appendix 1-3

Travel Agent - means any IATA authorized travel agency authorized by Company or its Affiliates to book and ticket travel on behalf of the Company.

Travelers – mean those who conduct travel with SAS and SAS Partner under this Agreement.

1. Scope of Agreement

- 1.1. The Agreement regulates the terms under which the Company and its Affiliates will qualify for cost savings on corporate travels with SAS.
- 1.2. The Company is entitled to use SAS products and services as set out in Appendix 1-3 which Appendixes may be amended from time to time.
- 1.3. SAS reserves the right to change these terms and conditions at any time. The products content, service benefits, participating Partners, rules as well as other information displayed on the SAS web site only apply until further notice.
- 1.4. SAS will without delay notify the Company of any material changes to SAS product and services under this Agreement by using CRM and/or information on SAS own website.

2. Term of agreement and termination

- 2.1. This Agreement enters into effect at the time of acceptance of this Agreement.
- 2.2. This Agreement will terminate without any further notice in the event products offered under this agreement have not been used during a period of two (2) years.
- 2.3. This Agreement may be terminated at any time by either party with 30 days written notice.
- 2.4. This Agreement may be terminated by SAS with immediate effect if the CMP Code is used for private purposes or if SAS has reasonable cause to believe that such or similar misuse has occurred or if the Company is put into bankruptcy, enters into liquidation or is otherwise deemed to be insolvent.

3. The CMP code

- 3.1. For the purpose of identifying the Company's Travels, SAS has allotted one or a number of Corporate Mandatory Prefix (CMP) codes to the Company.
- 3.2. CMP codes are strictly confidential and shall be treated as such by the Company and its employees and may only be used by the Company or a Travel Agent acting on behalf of the Company. Unauthorized use shall immediately be notified to SAS.
- 3.3. The CMP code may be declared invalid with immediate effect by SAS in the event of misuse of the CMP Code or any failure by the Company to perform its obligations under the Agreement.
- 3.4. Use of CMP code constitutes acceptance of the current terms and conditions as amended from time to time.

4. Conditions of carriage

- 4.1. All travel completed with SAS and SAS Partners are subject to general conditions of carriage which may be amended from time to time. By using the CMP Code, such conditions of carriage are approved and accepted.

5. Personal Data

- 5.1. Personal data relating to the Company referred to in the Swedish Personal Data Act (1998:204) that SAS registers in preparation of agreed services or for the administration of the service, may be subject to processing and saved in computer systems by SAS and/or at other business with which SAS cooperates in order to perform agreed services. The Company hereby consents to such processing and saving and is aware that the data provided will be used for the necessary services and for statistical and marketing purposes.
- 5.2. SAS is the legal entity responsible in accordance with the Personal Data Act. A Traveler of the CMP code has the right of obtaining information about what personal data SAS has registered by requiring such information in writing from: SAS Corporate Support, STO HQ, 195 87 Stockholm, Sweden.

6. Liability

- 6.1. Except as provided for in any applicable mandatory law, SAS has no responsibility and shall not be liable for any cost, loss, damage or any other obligation incurred by the Company, whether direct or indirect except as expressly stated in these terms and conditions.
- 6.2. SAS disclaim, to the extent permitted under the applicable law, any and all liability in case the performance of any its obligations under this Agreement is prevented, impeded or delayed as a result of circumstances outside their control, such as, but not limited to, labour conflict, war or conscription, injunction on use, requisitioning, impounding, insurrection or riot, or any event of force majeure that cause disturbances in the operations of SAS and SAS Partners.
- 6.3. The Company is liable for and agrees to indemnify SAS and its officers, directors, representative, agents or employees for any loss rising from or incurred by reason of any breach of representation, warranty or any other obligation or otherwise caused by the Company, its Affiliates or Travelers in the performance or non performance under or in connection with this Agreement.

7. Anti-Bribery and Anti-Corruption

- 7.1. The Parties undertake to ensure that the Parties and all persons representing, associated with or otherwise performing services for or on behalf of the respective party comply with applicable anti-bribery and anti-corruption legislation and policies. A party shall be entitled, without any liability to terminate the Corporate Agreement with immediate effect in the event it concludes, in its absolute discretion, that the other party or any of its representatives has committed a breach of the aforementioned or that such breach is likely to occur.

8. Environment and CO2 Compensation

- 8.1. The Company may, in addition to the benefits inured under this Agreement, optionally choose to compensate for the CO2 emissions of the Travels conducted under this Agreement. SAS will provide the Company with further information, including calculation of CO2-compensation levels and contact data of the SAS CO2 offset provider, upon request.

9. Code of Conduct

- 9.1. SAS has adopted the SAS Code of Conduct, available on www.sasgroup.net. SAS has joined

the UN Global Compact and is ISO14001 certified.

10. Travel Information and marketing

- 10.1. The Company is always entitled to receive information on travel when using SAS products offered with this Agreement without Traveler's prior approval. SAS may use e-mail and text messages (SMS) to communicate with the Company and the Traveler. SAS may send promotional e-mails and SMS to the Company and the Traveler concerning SAS' and/or SAS business partners' products and services. The Traveler can at any time decline digital communication by contacting Corporate Support/Customer contact centre.

11. Assignment of Rights and Obligations

- 11.1. The Company may not assign its rights and/or obligations under this Agreement to any third party without the written consent of SAS.

12. Use of Trademarks, Services Marks and Logos

- 12.1. Neither Party shall be entitled to use any logo, trade name or service mark of the other Party in advertisement or any other solicitation without the prior, written consent of the other party.

13. Confidentiality

- 13.1. The Company shall not disclose information on financial or commercial offerings under this Agreement without SAS written consent, except as otherwise provided in this Agreement.
- 13.2. The Parties undertake to only disclose confidential information to those of their respective employees, servants or agents, who are required to know the content of this Agreement for the purpose of the execution hereof. The receiving parties shall observe the confidentiality obligations under this Agreement.

14. Applicable law

- 14.1. Swedish law applies to this Agreement. Disputes regarding the Agreement shall be settled by arbitration in accordance with the rules on expedited arbitration of the Stockholm Chamber of Commerce.

Appendix 1

SAS CREDITS – TERMS AND CONDITIONS

Purchase Value – means the price stated on the ticket which has been paid for by the Company for travel completed with SAS and Partners excluding VAT, taxes, charges, and Travel Pass volume. The Purchase Value for a ticket that covers travel with both SAS and Partners is only calculated on the ticket price for the travel completed that is attributable to SAS and Partners according to the prorated contract between the airlines.

Traveler - means a natural person whose travel is credited to the Company under this Agreement.

1. Product description

- 1.1. **SAS Credits** – means a SAS specific corporate program where corporate clients can earn and collect points (credits) that can be used to pay for new travel. In order to earn SAS Credits, the travel shall be made in the Company's business operations and at the Company's expense. A CMP may not be used for a Traveler's private travel.
- 1.2. SAS Credits are valid for three years from the time of earning. SAS Credits cannot be registered for already discounted travel such as Travel Pass, Marine Fares or negotiated fares.
- 1.3. Self service retro registration of conducted SAS travel in Corporate Site is possible up to 3 months after travel.
- 1.4. The Company is responsible for ensuring SAS has the Company's updated contact details at all times. SAS requires that Company keep two contact persons updated on the account at all time.
- 1.5. SAS Credits will be invalidated if the Company is put into bankruptcy, liquidated or if the business operation of the Company ceases. In such a case, the Company's and/or Company's right to SAS Credits corresponding to the applicable Purchase Value will be invalidated.
- 1.6. SAS Credits are converted in relation to the Purchase Value. SAS will regularly via SAS Corporate site provide the Company with a summary of the Company's aggregate Purchase Value.
- 1.7. SAS is not responsible for erroneous or inadequate calculations of SAS Credits apart from rectifying the error.

2. Earnings and Redeeming SAS Credits

- 2.1. SAS Credits may be used for tickets or other services with SAS and Partners. Every SAS Credit has a value corresponding to **one (1) unit of local currency**.
- 2.2. Detailed information about actual percentage levels for discounts and the list of participating Partners is stated in table 1-3 below.

3. Amendments to SAS Credits

- 3.1. The Credits program content, service benefits, rules regarding points and totals as well as other information displayed on the SAS web site only apply until further notice.
- 3.2. SAS shall communicate changes to applicable rules as soon as possible, including rules on earning and using points and consequences of such changes for new points and points already earned.
- 3.3. Information will take place through at least one SAS corporate communication channel, mainly via the dedicated website www.flysas.com
- 3.4. New rules, charts, levels etc will apply without exception from date set.
- 3.5. The Company must keep itself informed of applicable rules.

4. Refund/rebooking

- 4.1. Tickets booked and paid for using SAS Credits can be refunded in accordance with the fares rules for the ticket and will be re-credited to the Company's SAS Credits account. Tickets may be rebooked in accordance with applicable fare rules for the ticket.

Table 1: SAS Credits participating partners - earnings & redemption per partner

Partner	Route area	Service class	% SAS Credits earnings	Areas/ Network
Scandinavian Airlines (SK)	Domestic and European flights	SAS PLUS	6%	All Markets
		SAS GO**	2%	
	Intercontinental flights	Business	6%	
		SAS PLUS	6%	
Widerøe (WF)	All flights	Flex	6%	All Markets
		Economy	2%	
The Carlson Rezidor Group	Eligible stays at participating Radisson Blu* and Park Inn by Radisson hotel		3 SAS Credits	Scandinavia Europe Middle East

*) Except Radisson Blu Edwardian Hotels **) Except SAS Go light

Table 2: SAS Credits - Booking classes per service class per participating airlines

Partner	Route area	Service class	Booking classes
Scandinavian Airlines (SK)	Domestic, Nordic and European flights	SAS PLUS	C,J,Y,S,B,P,A
		SAS GO	E, M, H, Q, W, U, K, L, T, O, G
	Intercontinental flights	Business	C,D,Z
		SAS PLUS	Y,S,B,P
Widerøe (WF)	All flights	Flex	C,J,Y,S,B,P,A
		Economy	E, M, H, Q, W, U, K, L, T

Table 3: SAS Credits – Redeeming per participating partner

Partner	Redeeming of SAS Credits
Scandinavian Airlines (SK)	Redeeming of SAS Credits in accordance with all public fares
Widerøe (WF)	Redeeming of SAS Credits in accordance with all public fares
The Carlson Rezidor Group	Redeeming of SAS Credits is done through a purchase of an E-gift card

Note: SAS cannot assume any responsibility for changes of partners and/or traffic programs during the term of the Agreement. Valid booking classes may be changed during the term of the Agreement.

Appendix 2

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Appendix 3

STANDARD CORPORATE NET FARES – TERMS AND CONDITIONS

1. Product description

- 1.1. Company shall be entitled to obtain Standard Corporate Net Fares discounts as set out in table 5 below when booking their business flight travel to be conducted by the Company's employees with SAS and/or SAS Partners pursuant to the terms herein.
- 1.2. Standard Corporate Net Fare means a set percentage of the SAS public, published fare on the day of travel.
- 1.3. Standard Corporate Net Fare are exclusive of direct and indirect taxes, passenger charges and surcharges, including but not limited to, security charges, fuel surcharges, insurance and sales charges and may be amended at any time by SAS. Any amendments will be communicated by SAS through at least one SAS corporate communication channel, mainly via the dedicated website www.flysas.com

2. Booking of Corporate Net Fares

- 2.1. Standard Corporate Net Fares are valid on round trip basis across all markets and in addition on one-way trips across domestic markets in Denmark, Finland, Norway and Sweden.
- 2.2. Actual list with all destinations available for Standard Corporate Net Fares is available via SAS website www.flysas.com/standardcorporatenetfares

3. Amendments and SAS Corporate Net Fares info

- 3.1. SAS is entitled to change terms and conditions for Standard Corporate Net Fares at any time without obtaining prior approval from the Company or from the Traveler.
- 3.2. SAS may add to or reduce the number of:
 - i. partners
 - ii. routes /destinations
 - iii. booking classes

Such changes will take effect from the date of SAS' announcement via SAS website

www.flysas.com/standardcorporatenetfares

and/or via corporate communication channels.

- 3.3. Standard Corporate Net Fares concept's content, rules regarding standard discounts and available destinations as well as other information displayed on the SAS website only apply until further notice.

Table 5:
Standard Corporate Net fares – route area, service- and booking class and discount levels

Partner	Route area	Service and booking class	% Discount
Scandinavian Airlines (SK)	Domestic, Nordic and European flights	SAS PLUS: (C, J, Y, S, B, P, A)	6%
	Intercontinental flights	Business (C, D) SAS PLUS (Y, S)	12%