Company Agreement for airline services
between
the Customer and Scandinavian Airlines System Denmark-Norway-Sweden
Contents

1 Company Agreement for airline services..........................................................3
1.1 Content and scope of the Agreement.............................................................3
1.2 General information about SAS Credits Agreement......................................3
1.3 Earning and duration of SAS Credits .............................................................3
1.4 SAS Credits balance ......................................................................................3
1.5 CMP code and password ..............................................................................4
1.6 Redeeming SAS Credits ................................................................................4
1.7 Repayment/rebooking rules ..........................................................................4
1.8 Rules regarding the validity of CMP codes ...................................................4
1.9 Approval of conditions and amendments to conditions ...............................5
1.10 Priority of interpretation/Information about the User ...................................5
1.11 Limitation of liability ...................................................................................5
1.12 Information – corporate and personal data, etc. .........................................5
1.13 SAS's obligations .........................................................................................7
1.14 The Company's obligations ..........................................................................7
1.15 Mutual obligations/notifications ..................................................................7
1.16 Specific information about CAP/Corporate Site .........................................8
1.17 Term of Agreement and notice of termination .............................................8
1.18 Confidentiality and the processing of personal data ....................................9
1.19 Amendments and supplements ....................................................................9
1.20 Other conditions ..........................................................................................9
1.21 Definitions ....................................................................................................10

2 Scope of the Company Agreement .................................................................11
1 Company Agreement for airline services

The following Company Agreement ("the Agreement") is made between the Customer, referred to below as the "Company", and Scandinavian Airlines System, Denmark-Norway-Sweden, referred to below as "SAS". The Agreement is effective when confirmed in accordance with section 1.17 below and shall remain in effect until terminated by either party as set forth within.

1.1 Content and scope of the Agreement

This Agreement governs the terms under which the Company and Company Unit will earn and receive SAS Credits for travel completed with the SAS Group air carriers set forth in Part 2 below. SAS Credits are earned based on the Purchase Value of air transportation.

1.2 General information about the SAS Credits Agreement

- SAS Credits enables the Company to earn SAS Credits on all of its travel with the SAS Group. See Part 2, Tables 1 and 2.
- This form of agreement is offered to companies that do not have any negotiated fares with SAS.
- The Company will be allocated a CMP code that must be indicated at the time of booking in order to earn SAS Credits. All travel is booked through any approved sales channel. The Company's CMP code will also be used when SAS Credits are redeemed.

1.3 Earning and duration of SAS credits

- SAS registers Company earned SAS Credits for travel completed using the SAS Group wherein the Company has indicated the CMP code at the time of booking. SAS Credits cannot be registered retrospectively. The affiliated airlines are shown in Part 2, Table 2. See above third bullet in 1.2.
- Company will not earn Credits for travel that has already been discounted using an other SAS and Company agreement or for which any other discount applies.
- The CMP code may only be used for travel paid by the Company.
- Company will earn credits at the rate of [6%] of the Purchase Value in Business, [4%] in Economy Extra and [2%] in Economy. The relationship between the service and booking class is shown at website on www.flysas.nl/sascredits.
- The actual booking classes are shown in Part 2, Table 1.
- Credits will be earned by Company only for Company business travel (travel which is paid for by Company or reimbursed by Company to its employees and/or contractors) and not for private travel. A CMP code may not be used for a Company employee's or contractor's private travel.
- SAS Credits are valid for three years from the time they are earned.
- SAS Credits are neither transferable nor refundable in cash. Any SAS Credits earned will lapse if the Company is put into bankruptcy, liquidated, or if the Company's business operations cease.

1.4 SAS Credits balance

- The Company can access its balance by logging onto the SAS Corporate Site. A special login ID is required; SAS will provide this access to a designated Company representative at the time of SAS Credits program registration.
1.5 CMP code and password

SAS will provide the Company with a CMP code and password for logging onto the SAS Corporate Site.

The Company will ensure that Users of the CMP code:

■ keep the CMP code and password for logging onto the Corporate Site confidential and secure;
■ provide the CMP code when redeeming SAS Credits;
■ immediately notify SAS of any suspicion that the CMP code is being used by an unauthorised party;
■ observe the provisions of this Agreement;
■ accept joint responsibility with the Company in relation to SAS for any loss that arises owing to the User's failure to observe the conditions for the CMP code; and
■ jointly with the Company compensate SAS in such cases where the CMP code has been used for travel in excess of the agreed scope.

The Company will:

■ reimburse SAS for improper use as a result of the User's failure to observe the conditions for the CMP code,
■ reimburse SAS when the CMP code has been used for air transportation in excess of the available earned credits,
■ accept responsibility for the User reading and understanding these conditions.

1.6 Redeeming SAS Credits

SAS Credits can be used only for tickets with SAS according to Part 2.

■ The CMP code and the Company’s SAS Credit balance must be stated at the time of booking.
■ Tickets paid for using SAS Credits must be purchased through a booking channel nominated by SAS. The current booking channel is specified on the Corporate Site.
■ The Company can start to book redemption travel as soon as 500 SAS Credits have been earned.

1.7 Refund/rebooking rules

The following rules apply for refund and rebooking of unused travel that has been paid for using SAS Credits:

■ Travel that has been booked and paid for using SAS Credits can be refunded in accordance with the ticket rules and if the ticket is refundable the relevant SAS credits will be re-credited to Company's SAS Credits account.
■ Tickets may be rebooked in accordance with the ticket rules. SAS Credits cannot be used for any rebooking fee.

1.8 Rules regarding the validity of CMP codes

SAS may declare a CMP code to be invalid with immediate effect and inhibit the registration and booking function in the event of:

■ misuse of a CMP code and/or use in contravention of these provisions;
■ failure to pay or other failure to perform an obligation arising out this Agreement on the part of the Company; or
■ record of payment default, insolvency or commencement of bankruptcy on the part of the Company.
1.9 Approval of conditions of carriage

By using the CMP code, the Company accepts that all travel with SAS is subject to SAS General Conditions of Carriage and this agreement. In addition, the provisions of Scandinavian Airlines Passenger Service Commitment apply to travel with SAS using the CMP code. SAS may unilaterally and at its sole discretion amend these conditions from time to time publishing them in SAS internet site. The User also approves such amended conditions by using the CMP code.

1.10 Priority of interpretation/Information about the User

If the User and Company holds different opinions, the Company's view will normally apply in the first instance. The Company undertakes to ensure that the Company is always entitled, in each individual case, to obtain information about the parties using to the CMP code without the consent of the User.

1.11 Limitation of liability

SAS's obligation regarding SAS Credits and the information provided within the framework of SAS Credits is limited to the provisions of this Agreement. This limitation also applies to expenses or losses that may arise owing to the User or Company not satisfying its information requirements in relation to SAS as detailed in this Agreement.

SAS will register the name and contact details of the Company's contact person. By concluding this Agreement on behalf of the Company, the Company's contact person consents to SAS and SAS's cooperating partners sending marketing materials by e-mail to the Company's contact email address provided and also to the contact person's contact details being passed on to these cooperating partners for this purpose, provided the Company or contact person does not prohibit the sending of such materials in advance. SAS's cooperating partners include, for instance, hotels, car rental firms, credit card companies and other airlines.

1.12 Information - corporate and personal data, etc.

The Company undertakes to ensure that the User has given his/her consent to receiving special information about offers and special benefits.

The Company undertakes to ensure that the User has been informed about and consents to SAS processing the User's personal data for the purpose of being able to administer SAS Credits, for instance, checking and executing orders and travel made by using the CMP code and for marketing purposes.

By using the CMP code, the User consents to SAS registering and processing personal data about the User and the User's travel in accordance with applicable laws and regulations. Registered personal data may also be disclosed to SAS's cooperating partners for the purpose of coordinating offers and activities.

By signing the Agreement, the Company consents to corporate information being disclosed to SAS's cooperating partners for the coordination of offers and activities.

Scandinavian Airlines System Denmark-Norway-Sweden is the legal entity that is the controller of personal data for the programme according to the Personal Data Act. The User is entitled to obtain information about the personal data that SAS has registered concerning the User by presenting a written and personally signed request regarding this to:
1.13 SAS's obligations

SAS will award SAS Credits to the Company during the Term of the Agreement.

As regards SAS Credits, these will be converted in relation to the Purchase Value. SAS Credits includes travel with SAS that has been completed during the term of the Agreement, subject to the precondition that such travel:

- is completed by the User in accordance with this Agreement; and
- a valid CMP code has been indicated and registered.

SAS shall provide the Company with a monthly summary of the Company's or Company Unit's aggregate Purchase Value available to the Company via the Corporate Site. SAS's responsibility regarding erroneous or inadequate calculations of SAS Credits is limited to rectifying the error. SAS is released from all further liability in relation to the Company/Company Unit, unless otherwise expressly stated in the Agreement. SAS is not liable to Company or User for any indirect costs or consequential damages.

1.14 The Company's obligations

- It is the responsibility of the Company to ensure that each User is made aware of the Company's or Company Unit's CMP code and that this code must be indicated at booking when travelling with SAS for calculating SAS Credits. The Company and each Company Unit must ensure that the travel agents engaged are informed about the need to register a valid CMP code so that the Purchase Value can be calculated correctly.
- The Purchase Value will only be credited to the Company if a valid CMP code is indicated when a booking is made via a travel agent or at an SAS sales point and is registered in the passenger name reservation.
- The Company may not allow anyone other than the User to use the CMP code provided and is responsible for the provided CMP code only being disclosed to authorised persons. The Company is responsible in relation to SAS for every misuse of a provided CMP code.
- If the Company becomes aware that a CMP code provided to the Company or Company Unit has been used by a User in violation of this Agreement or by someone other than the User or if the Company or Company Unit has reasonable cause to assume this, the Company shall immediately notify this to the contact persons specified by SAS in accordance with the clause 'Mutual obligations/notifications' below.
- The Company shall hold SAS harmless and compensate SAS for all of the costs that SAS incurs owing to the Company or User breaching the conditions of this Agreement.

1.15 Mutual obligations/notifications

Notifications under this Agreement shall be delivered by messenger, registered letter, fax or e-mail to the addresses stated below or such address that is notified in accordance with the provisions of this Agreement. The communications shall be deemed to have been received by the recipient: if sent by messenger – upon being handed over against a receipt; if dispatched by registered letter – on the third day after submission for postal conveyance; if transmitted by fax – following a confirmation report; if sent by e-mail – upon dispatch. Any change of address shall be notified in the manner prescribed by this clause.
1.16 Specific information about CAP/Corporate Site

- In order to gain access to CAP (as defined below), the Company/Company Unit shall notify SAS of the name, telephone and fax number as well as the e-mail address of one of the contact persons appointed by the Company/Company Unit ('Super User') as indicated in the contact details. Following approval, SAS shall provide Super Users with a password to access CAP via the Internet. Super Users must change this password to their own, unique password immediately following receipt. This password cannot subsequently be recreated by SAS, and the Company/Company Unit is exclusively responsible for the password being kept safely and not being misused in any way. SAS is not liable to provide any other service, equipment or assistive aid (whether hardware or software) to access CAP besides the above-mentioned password. SAS is entitled to immediately discontinue the Company/Company Unit's access to CAP if this has been misused in any way.

- Through CAP, the Company/Company Unit has, via its super users, the possibility of:
  - affording several people access to CAP
  - accessing statistics about and the status of SAS Credits

- SAS intends CAP to be accessible 24 hours a day, seven days per week, though its operation is not monitored outside normal office hours.

1.17 Term of Agreement and notice of termination

- This Agreement applies from the Company having applied for the Agreement and the Agreement being confirmed by SAS via e-mail and until further notice. However, both Parties are entitled at any time whatsoever during the term of the Agreement to give written notice terminating the Agreement to take effect upon one (1) month's notice.

- If either Party terminates the Agreement in accordance with this clause 'Term of Agreement and notice of termination', the Company is entitled to be credited for the SAS Credits earned in relation to the Purchase Value applicable at the time the Agreement terminated pursuant to the termination notice provided.

- SAS may terminate this Agreement with immediate effect if the Company fails to meet its obligations under the Agreement or the Company is put into bankruptcy, enters into liquidation, or is deemed to be insolvent or if the Company's business operations cease. For the avoidance of doubt, SAS may always terminate the Agreement with immediate effect if the Company or Company Unit knowingly has allowed the User to use a CMP code for private use or allowed someone other than the User to use the CMP code in contravention of this Agreement or if SAS has reasonable cause to believe that such misuse has occurred with the knowledge of the Company or Company Unit or that the Company or Company Unit should have been aware of the same. In such a case, the Company's and/or Company Unit's right to SAS Credits in relation to the applicable Purchase Value shall be deemed to have been forfeited.

- Either Party is entitled to give notice terminating this Agreement with immediate effect if the Agreement is found to completely or partly violate applicable competition or anti-trust laws.

Neither Party shall be entitled to damages or other compensation as a result of the Agreement being found to completely or partly violate applicable competition or anti-trust laws.
1.18 Confidentiality and the processing of personal data

- In the event that either of the Parties wishes to disclose information to a third party regarding the content of this Agreement, including the CMP codes provided, this must always be preceded by the written consent of the other Party, except as regards the disclosure requirements that apply under the clause ‘The Company's obligations’. However, a Party's obligations under this clause (Confidentiality and the processing of personal data) do not refer to information that (i) is in or comes into the public domain, provided that the information does not come into the public domain owing to a Party having breached its secrecy obligation under this clause (Confidentiality and the processing of personal data), (ii) was in the possession of a Party, according to what can be proved in writing or in some other convincing way, before receiving the information from the other Party, provided the information was obtained from someone who it may be assumed was not bound by the confidentiality obligation, or (iii) such information that a Party is liable to disclose as a consequence of mandatory statutory provisions or decision of a court or public authority. This confidentiality obligation shall apply for up to one year after the expiry of the term of the Agreement.

- Such personal data relating to the Company as referred to in the Personal Data Act (1998:204) that SAS otherwise registers in conjunction with the preparation of agreed services (e.g., credit references, business assessments or the like) or for the administration of the service may be the subject of processing and saved in computer systems by SAS and/or at other businesses with which SAS cooperates in order to be able to perform agreed services. The Company hereby consents to such processing and saving and is aware that the data provided will first be used to provide the Company with the necessary service and second for statistical and marketing purposes.

1.19 Amendments and supplements

- The contractual content of the present Agreement may be amended at SAS’s sole discretion considering any changes to SAS’s range of products, price structure or the Company’s travel. When such measures are taken, the Agreement shall be updated and published on www.flysas.nl/sascredits.

1.20 Other conditions

- This Agreement may not be transferred or assigned without the prior consent of SAS or extended to cover other Company Units of the Company than agreed in this Agreement.

- SAS is not responsible for damages arising as a result of a Swedish or foreign enactment, the actions of a Swedish or foreign authority, an act of war, strike, blockade, boycott, lockout or other similar circumstance. The reservation as regards strike, blockade, boycott and lockout also applies if SAS itself is the subject of or implements such action. Losses that arise in other cases shall not be compensated by SAS, provided SAS has acted with normal care. Nor is SAS liable for any damage that has arisen owing to a travel agent or sales company having ceased its operations.

- Any dispute emanating from this Agreement shall be finally determined by arbitration in accordance with the Rules on Expedited Arbitration of the Stockholm Chamber of Commerce's Institute of Arbitration. The arbitration board shall meet in Stockholm.

- Swedish law shall apply to this Agreement.

1.21 Definitions
The terms used in this Agreement are defined as follows:

- ‘CMP code’: Company Mandatory Prefix – the identification code by which SAS identifies the Company and each Company Unit.
- ‘CAP’, ‘Corporate Site’: Internet-based statistics module designated by SAS.
- ‘Purchase Value’: the price stated on the ticket (regardless of whether the price has been printed or exists in an electronic form) which has been paid for by the Company or Company Unit for travel completed with SAS, excluding VAT, taxes, charges, Service Charge. The Purchase Value for a ticket that covers travel with SAS is only calculated on the ticket price (excluding taxes and surcharges) for the travel completed that is attributable to SAS according to the pro-rata contract between the airlines.
- ‘Company Unit’: each unit within the Company's group or organisation that the Parties have agreed based on the Company Federal Tax ID given upon registration shall have access to the services provided by SAS under this Agreement and whose Users with SAS are to be credited with the Company's Purchase Value. For a company, a Company Unit comprises such legal entity as the Company directly or indirectly controls through more than half of the votes for all shares or interests (subsidiaries) and also such other organisational unit over which the Company as a parent company exercises a corresponding decisive influence. For other kinds of organisation (economic associations, municipal authorities, etc.) a Company Unit constitutes such legal entity as is owned by the Company alone or over which the Company has a financial or organisational power to make decisions.
- ‘User’: A natural person who is travelling with an electronic ticket or paper ticket. Users are employed by the Company or Company Units included in this Agreement and when applicable contractors (or employees of contractors) who have been temporarily engaged by the Company/Company Unit, whose travel with SAS is credited to the Company under this Agreement. Members in the Company are only Users if such person is also employed or temporarily engaged as a contractor by the Company.
- ‘Service Charge’: A charge added to the price that covers the expenses of selling flight tickets through SAS's own sales channels.
- ‘SAS Credits’ are the points that the Company receives for travel booked by using a CMP code.

2 Scope of the Company Agreement

Table 1: Scandinavian Airlines, Wideroe, Blue 1, Booking Class per Service Class

<table>
<thead>
<tr>
<th>Route</th>
<th>Service Class</th>
<th>Booking Class</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic</td>
<td>Business*</td>
<td>C,D,J</td>
</tr>
<tr>
<td></td>
<td>Economy Extra</td>
<td>Y,S,B,Z</td>
</tr>
<tr>
<td></td>
<td>Economy</td>
<td>E,M,H,Q,V,W,U,K,L,T,O,G</td>
</tr>
<tr>
<td>International</td>
<td>Business**</td>
<td>A,C,D,J,Z</td>
</tr>
<tr>
<td></td>
<td>Economy Extra</td>
<td>Y,S,B</td>
</tr>
<tr>
<td></td>
<td>Economy</td>
<td>E,M,H,Q,V,W,U,K,L,T,O,G</td>
</tr>
</tbody>
</table>

(*) Same onboard service as Economy
(**) In Scandinavia, same onboard service as Economy Extra.

Earnings/Redemptions with SAS Group

<table>
<thead>
<tr>
<th>SAS Group</th>
<th>Areas/network</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAS (SK)</td>
<td>NL</td>
</tr>
<tr>
<td>Wideröe (WF)</td>
<td>NL</td>
</tr>
</tbody>
</table>
SAS cannot assume any responsibility for changes of traffic programmes during the term of the Agreement. Valid booking classes may be changed during the term of the Agreement.