

## 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** – means an end user who conducts 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 travel 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.
- 1.3. SAS reserves the right to change these terms and conditions at any time. The product's 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 the SAS product and services under this Agreement by using mass communication 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 Company code

- 3.1. For the purpose of identifying the Company's Travel, 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.

### 4. Conditions of carriage

- 4.1. All travel completed with SAS and SAS Partners are subject to the SAS general conditions of carriage which may be amended. By using the CMP Code, such conditions of carriage are 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 necessary statistical and marketing purposes.
- 5.2. SAS is the legal entity responsible in accordance with the Personal Data Act. A Traveler using the CMP code has the right to obtain information about what personal data SAS has registered by requesting such information in writing from: SAS

Corporate Support, STOHQ, 195 87 Stockholm, Sweden.

## **6. Liability**

- 6.1. Except as provided for in any applicable 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 disclaims, to the extent permitted under 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, representatives, agents or employees for any loss arising 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.

## **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 Travel conducted under this Agreement. Company can obtain further information, including calculation of CO2-compensation levels and contact data of the SAS CO2 offset provider via SAS website <https://www.flysas.com/en/us/Travel-info/Other/CO2-compensation/>

## **9. Code of Conduct**

- 9.1. SAS has adopted the SAS Code of Conduct, available on [www.sasgroup.net](http://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 travel information of those 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 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 an end user whose travel is credited to the Company under this Agreement.

#### 1. Product description

- 1.1. **SAS Credits** – means an SAS specific corporate product where corporate clients can earn and collect points (credits) that can be used to pay for future travel. In order to earn SAS Credits, the travel shall be made in the course of 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 credits are earned. SAS Credits cannot be registered for already discounted travel such as Marine Fares or negotiated fares.
- 1.3. Retro registration of conducted SAS travel is possible for 3 months and can be done by Company at the SAS corporate travel site.
- 1.4. The Company is responsible for ensuring two current contact persons details with SAS at all times.
- 1.5. SAS Credits will be invalidated if the Company is 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 product content, service benefits, rules regarding points and totals as well as other information displayed on the SAS web site will 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](http://www.flysas.com). Rules, charts, levels etc may be changed without notice.
- 3.4. The Company must keep itself informed of applicable rules.

#### 4. Refund/rebooking

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

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

Partner	Route area	Service class	% Credits earnings	Areas/ Network
Scandinavian Airlines (SK)	Domestic and European flights	SAS PLUS	4%	All Markets
		SAS GO**	2%	
	Intercontinental flights	Business	4%	
		SAS PLUS	4%	
		SAS GO**	2%	
Widerøe (WF)	All flights	Flex	4%	All Markets
		Economy	2%	
Singapore Airlines (SQ)	All flights	First/Business	4%	All Markets
		Eco Flex/Economy	2%	
The Carlson Rezidor Group	Eligible stays at participating Radisson Blu* and Park Inn by Radisson hotel		30 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, V, W, U, K, L, T, O, G
	Intercontinental flights	Business	C, D, Z
		SAS PLUS	Y, S, B, P, A
		SAS GO	E, M, H, Q, V, W, U, K, L, T, O, G
Widerøe (WF)	All flights	Flex	C, J, Y, S, B, P, A
		Economy	E, M, H, Q, W, U, K, L, T
Singapore Airlines (SQ)	All flights	First/Business	R, F, P, Z, C, J, D
		Eco Flex/Economy	S, Y, B, E, M, H, W, Q, N, V, L

**Table 3: SAS Credits – Redeeming per participating partner**

Partner	Redeeming of Credits
Scandinavian Airlines (SK)	Redeeming of Credits in accordance with all public fares
Widerøe (WF)	Redeeming of Credits in accordance with all public fares
Singapore Airlines (SQ)	Redeeming of Credits in accordance with all public fares
The Carlson Rezidor Group	Redeeming of 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

### TRAVEL PASS – TERMS AND CONDITIONS

**Traveler** – means an end user, whose travel is credited to the Company under this Agreement and/or, where applicable, an end user using a Travel Pass Product under the terms and conditions applicable for the Travel Pass product.

**Travel Pass** – means a ticketless product under which Company holds a Travel Pass number recognized as a valid proof of carriage for a number of destinations with SAS and/or Partners.

#### 1. Product description

- 1.1. Travel Pass *pay-as-you-fly* is a corporate travel concept under which companies pay after completed travel.
- 1.2. The Travel Pass concept offers to Company percentage discounts on travel in SAS Plus and SAS Business service classes to many destinations as listed in table 4.
- 1.3. Travel Pass *Pay-as-you-fly* is a ticketless product under which Company holds an individual Travel Pass number as a valid proof of carriage for a number of destinations with SAS and/or Partners. Actual list with all destinations available for SAS Travel Pass is set out and available via [www.flysas.com](http://www.flysas.com).
- 1.4. By using the Travel Pass number, the Traveler approves these terms and conditions as applicable from time to time.
- 1.5. Travel Pass *pay as you fly* may be combined with SAS approved credit cards.
- 1.6. Travel Pass may be used by the Company or the Traveler.
- 1.7. The Company is responsible and liable for informing the Travelers of the at all times applicable terms for Travel Pass. Company remains responsible and liable for any use of the Travel Pass.

#### 2. Validity

- 2.1. SAS may declare the Travel Pass void and/or block the Travel Pass number with immediate effect in the event of:
  - i. misuse of the Travel Pass number and/or non-compliant use
  - ii. non-payment or other default of the Company

- iii. record of non-payment, insolvency or initiation of bankruptcy proceedings or involuntary liquidation of the Company
- iv. upon request by the Company and/or Traveler

#### 3. Amendments to Travel Pass concept

- 3.1. Travel Pass concept's content, service benefits, rules regarding standard discounts and available destinations and totals as well as other information displayed on the SAS website only apply until further notice. SAS shall communicate changes to applicable rules as soon as possible. Information will take place through at least one of SAS corporate communication channels, mainly via the dedicated website [www.flysas.com](http://www.flysas.com)
- 3.2. New rules, charts, discount levels etc. will apply without exceptions from date set.
- 3.3. The Company must keep itself informed of applicable rules.

#### 4. Use of the Travel Pass number

- 4.1. The Travel Pass number is personal and may only be used by the individual appointed as Traveler by the Company. The right of use may not be assigned, transferred or advanced or in any way to be used by another than the appointed Traveler.
- 4.2. The Travel Pass number shall be used for passenger service to available destinations in accordance with the applicable conditions of carriage issued by SAS or, where applicable by Partner.
- 4.3. SAS reserves the right to cancellations and adjustments to the traffic program.
- 4.4. By using the Travel Pass number, Traveler agrees to SAS registering and processing the Traveler's personal data and information on Traveler's travel in accordance with applicable law, the Agreement and these Traveler terms and conditions. Data that may be registered includes Traveler's name, address, e-mail address, phone number, date of travel, route, flight number, booking reference, payment method and, if applicable, corporate data. Registered personal data is used for the administration of the Travel Pass product and for checking and making order with Travel Pass, and may for such purposes be transferred to SAS partners in- and outside of the EU.

4.5. Scandinavian Airlines System Denmark-Norway-Sweden is the personal data controller of the Travel Pass product according to applicable personal data legislation. Traveler is entitled to receive information in what personal data SAS has registered on Traveler by sending a signed written request to: SAS Corporate Support, STO HQ, 195 87 Stockholm.

4.6. Traveler undertakes:

- i. to store Travel Pass number and security code in a safe way,
- ii. to, upon request, present Travel Pass number and valid form of identity,
- iii. to report changed address information
- iv. to immediately report to SAS any loss of the Travel Pass number or any suspected misuse of the Travel Pass number and
- v. to be jointly and severally liable with the Company for any damage caused by non-compliance of these Terms and Conditions.

**5. Issuance, Safe-keeping and Report of Loss of Card**

- 5.1. The Travel Pass number may be linked to a Travel Pass card upon request by the Company or the Traveler.
- 5.2. Traveler is obliged to safe-keep the card and safety code in such a way that prevents unauthorized use. Loss of card shall be reported immediately to SAS

**Table 4: Travel Pass participating partners - discounts per partner**

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)	6%
Widerøe (WF)	Domestic, Nordic and European flights	C, J, Y, S, B, P, A	6%
	Domestic short track routes	C	2%

## **Appendix 3**

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