SAS Credits Company Agreement

This Agreement ("**The Agreement**") has been concluded between the Customer, referred to below as "**the Company**" and Scandinavian Airlines System Denmark-Norway-Sweden ("**SAS**")

The Agreement enters into force when confirmed in an e-mail from SAS and may be terminated by either party by givning one (1) months written notice.

Content and scope of the Agreement

The Agreement governs the option for the Company and Company Unit earning and redeeming SAS Credits for travel completed within the SAS Group and SAS Partners in accorance with this Agreement. The SAS Credits are based on the Purchase Value (as defined in Definitions).

Earning and duration of SAS Credits

The Company will be allocated a Company Mandatory Prefix code ("CMP code") that must be stated at the time of booking in order to earn SAS Credits. All travel is booked ordinarilythrough a travel agent or with SAS. The CMP code will be used to redeem SAS Credits. SAS Credits cannot be registered for travel that has already been discounted for such as, for instance, Travel Pass or negotiated fares.

In order for a travel to be eligible to earn SAS Credits, the following conditions must be fulfilled:

- The travel shall take place within the framework of the Company's business operations. A CMP code may not be used for a User's private travel
- The travel must be completed at the Company's expense
- The travel must take place with SAS Group or SAS Partners
- The CMP code must be stated at the time of booking
- The travel must be completed´as booked.

The Company is fully responsible for these conditions being met.

SAS Credits are valid for three years from the time they are earned.
Self service retro registration in Corporate Site is possible up to 3 months after flying. Retro registration is only possible back to the beginning of the month in which you have received the welcome email to the program. Irregularity situations with a partner, and to be rebooked to another airline is not valid for retro registration.

All SAS Credits earned will lapse if the bankruptcy, composition, reconstruction or liquidation proceedings have been taken against the Company or the Company has been subject to change of control or has ceased to conduct business.

The CMP code and password

In order to identify the Company when purchasing travels, SAS will allocate the Company a CMP code and password for logging onto the SAS Corporate Site . The CMP code may only by used by the Company. Company or User shall immediately notify SAS of any unauthorized use of the CPM code and/or password.

The CMP code as well as the password for login to SAS Corporate Site shall be kept safe and it is the Company's obligation to ensure that Users are informed about such sae keeping.

The Company is obliged to ensure that Users of the CMP code undertake to:

- observe the provisions of this Agreemen
- accept joint liability 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 undertakes to:

- accept joint responsibility with the User in relation to SAS for such loss as may arise owing to the User's failure to observe the conditions for the CMP code
- jointly with the User compensate SAS in such cases where the CMP code has been used in excess of the available limit
- accept responsibility for the User being made familiar with and understanding these conditions.

Redeeming SAS Credits

SAS Credits can be used for tickets with SAS Group and SAS Partners in accordance with this Agreement. Every SAS Credit has a value corresponding to 1 GBP.

The ticket purchased with SAS Credits must be purchased through a booking channel nominated by SAS. The current booking channels are specified in the welcome letter or on the Corporate Site.

Refund/rebooking rules

Travel that has been booked and paid for using SAS Credits can be refunded in accordance with the ticket rules and will be re-credited to the Company's SAS Credits account.

Tickets may be rebooked on accordance with the ticket rules.

Rules regarding validity of CMP code

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

- Misuse of a CMP code and/or use in violation of these provisions
- Failure to pay or other failure to perform an obligation on part of the Company
- Record of payment default, insolvency or commencement of bankruptcy on the part of the Company

Approval of conditions and amendments to conditions

All travel completed with SAS using the CMP code is subject to SAS General Conditions of Carriage. SAS is entitled to amend these conditions from time to time without the prior consent of the User or the Company. The Company and User also approves such amended conditions by using the CMP code.

Priority of interpretation/Information about the User

If the User and Company hold different opinions with respect to a Travel conducted under these terms, the Company's view shall prevail. The Company undertakes to ensure that the Company is always entitled, in each individual case, to obtain information about the parties using the CMP code without the consent of the User.

SAS obligations

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

SAS Credits will be converted to Purchase Value. SAS Credits includes travel with SAS Group and SAS Partners 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 reported 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 responsibility for erroneous or inadequate calculations of SAS Credits is limited to rectifying the error or inadequacy. SAS is released from all further liability in relation to the Company/Company Unit, unless otherwise expressly stated in the Agreement. Under no circumstances shall SAS be held liable against the Company for any indirect costs or consequential loss.

The Company's obligations

The Company is responsible to ensure that each User is made aware of the Company or Company Unit's CMP code and that this code must be reportedwhen travelling with SAS Group and SAS Partners for calculating SAS Credits. In particular, the Company and each Company Unit must ensure that any travel agents engaged are informed about the need to register a valid CMP code to enable the Purchase Value be calculated correctly.

The latest a CMP code can be added to the booking is at the ticket desk at the airport to the commencemt of the travel.

The Company may not allow any party other than the User to use the CMP code allocated and is responsible thatthe CMP code is only disclosed to authorised persons. The Company is responsible towards SAS for any misuse of an allocated CMP code.

If the Company becomes aware that a CMP code allocated to the Company or Company Unit has been used in violation of this Agreement including but not limited to usage by any unauthorized person or where the Company or Company Unit has reasonable resason to assume this, the Company shall immediately notify SAS hereof.

SAS Scandinavian Airlines System Denmark Norway Sweden
SE-195 87 Stockholm-Arlanda, Sweden. Visiting address: Östra Skogsvägen 1, Arlanda Airport. Telephone: +46 8 797 00 00. Reg.no: 902001-7720

The Company shall hold SAS harmless and compensate SAS for all and any costs that SAS incurs by virtue of the Company's or User's violation of the terms and conditions of this Agreement.

Mutual obligations/notifications

Other notifications under this Agreement shall be delivered by messenger, registered letter, fax or e-mail to the addresses stated below or as later changed.
Contact details:
Email address: uk-sales@sas.dk
Telephone number: 2089907020

Specific information about CAP/Corporate Site

In order to gain access to CAP, the Company/Company Unit shall notify SAS of the name, telephone and fax number as well as the e-mail address 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. Super Users must change this password to their own, unique password immediately following receipt. The 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 to access CAP besides the 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 a week.

The Company is responsible for ensuring SAS is in hold of updated contact details at all times. Term of Agreement and notice of termination.

Term of Agreement and notice of termination

If either Party terminates the Agreement, the Company is entitled to receive SAS Credits corresponding to the Purchase Value applicable at the time of actual termination of the Agreement.

SAS is entitled to terminate the Agreement with immediate effect if the Company is in material breach of its obligations under the Agreement or bankruptcy, composition, reconstruction or liquidation proceedings have been taken against the Company or the Company in any other way has ceased its business operations cease. "Material breach" shall always be deemed to include the Company or Company Unit intentionally allowing the User to use a CMP code for private use or allowing others than the User to use the CMP code in violation of this Agreement or if SAS has reasonable cause to believe that such breacg has been conducted with the knowledge of the Company or Company Unit or the Company or Company Unit ought to have been aware of the same. In such a case, the Company's and/or Company Unit's right to SAS Credits corresponding to the applicable Purchase Value shall be deemed to have been forfeited.

Either Party is entitled to terminate the Agreement with immediate effect should the Agreement is deemed to partly or fully violate applicable competition regulations.

Confidentiality and the processing of personal data

Neither Party shall be entitled to disclose information relating to this Agreement to a third, including but not limited to the CMP codes allocated, without the prior, written consent of the other Party, unless otherwise stated in this Agreement.

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 and the user 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.

Scandinavian Airlines System Denmark-Norway-Sweden is the legal entity that is responsible in accordance with the Personal Data Act. User has the right of obtaining information about what Personal Data SAS has registered about User by requiring such information in writing from:

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SAS Corporate Support
Box 801
SE-891 18 Örnsköldsvik
Sweden

Amendments and supplements

SAS reserves the right to make regular updates and changes to this Agreement. Such changes may relate to SAS products, services and price structure as well as other conditions regulating the Company's travel. Such changes and updates will be published on the SAS website.

Other conditions

This Agreement may not be transferred or extended to cover other Company Units within the organization without the prior consent of SAS.

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 due 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 laws of England and Wales. The proceedings shall be held in the English language and shall be subject to the exclusive jurisdiction of the English courts.

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

'Purchase Value': the price stated on the ticket (regardless of whether the price has been printed or exists in an electronic form and no written document issued) which has been paid for by the Company or Company Unit for travel completed with SAS and Partners, excluding VAT, taxes, charges, Service Charge 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 prorata contract between the airlines.

'Company Unit': each unit within the Company's group or organisation that the Parties have agreed shall have access to the services provided by SAS under this Agreement and whose Users with SAS and Partners 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.

'Partners': participating airlines or other carriers to the extent shown in Appendix 1.

'User': A natural person who is travelling with some form of electronic ticket or, when applicable, paper ticket. Users are employed by the Company or Company Units included in this Agreement and when applicable by contractors (or employees of contractors) who have been temporarily engaged the Company/Company Unit, whose travel with SAS or Partners is credited to the Company under this Agreement. Members or holders of ownership interests 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.

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Appendix 1 to SAS Credits Company Agreement Valid from 1st June 2013

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

Partner	Route	Service class	% SAS Credits earnings	Areas/ Network
Scandinavian Airlines (SK)	Domestic & Europe	SAS PLUS	4%	All Markets
		SAS GO	2%	
	Intercont	SAS Business	4%	
		SAS PLUS	4%	
		SAS GO	2%	
Widerøe (WF)	All flights	Flex	4%	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*

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

Partner	Route	Service class	Booking classes
Scandinavian Airlines (SK)	Domestic & Europe	SAS PLUS	C,J,Y,S,B,P,A
		SAS GO	E, M, H, Q, W, U, K, L, T
	Intercont	SAS Business	C,D,Z
		SAS PLUS	Y,S,B,P
		SAS GO	E, M, H, Q, W, U, K, L, T
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.

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