

# FINNAIR PLC BOOKING AND TICKETING POLICY ("Instructions")

EFFECTIVE January 1<sup>st</sup>, 2020 ("Effective Date")

Version	Changes	Author	Approved by	Date approved	Notes
8.0	Moderate updates	Revenue Protection	VP, Global Sales	November 25, 2019	Sections: 1.1; 2.6; 2.9; 7.2; 7.3; 10.5

## 1. Travel Agent Appointment

**1.1 General.** The terms and conditions govern the agent-principal relationship between Finnair Plc with its principal place of business at Tietotie 9 01530 Vantaa, Finland ("**Finnair**") and your travel agency, including approved locations and other affiliated agency locations under common control (collectively "**Agent**" and such accredited agency location(s) being an "**Agency Location(s)**"), and form part of the terms of your appointment as an authorised agent to sell air passenger transportation on the services of Finnair and on the services of other air carriers as authorised by Finnair ("**Products and Services**") ("**Appointment**") pursuant to any applicable agreement, as updated from time to time, including but not limited to the terms and conditions of the International Air Transport Association ("**IATA**") Passenger Sales Agency Agreement ("**IATA PSAA**") and Passenger Sales Agency Rules ("**IATA PSAR**") and all IATA resolutions incorporated by them applicable to each travel agency location and the Airline Reporting Corporation ("**ARC**") Agent Reporting Agreement ("**ARC Agreement**") with the respect to travel agency location(s) in the United States (collectively "**Governing Travel Agency Agreements**"). These Instructions and the Governing Travel Agency Agreements referred to collectively as the "**Agreement**".

**AGENT ACKNOWLEDGES AND AFFIRMS THAT IT IS AN AGENT OF FINNAIR, AND THAT THESE INSTRUCTIONS WILL BECOME EFFECTIVE ON THE EFFECTIVE DATE INDICATED ABOVE. AGENT'S CONTINUED BOOKING AND/OR SALE OF FINNAIR'S PRODUCTS AND SERVICES WILL CONSTITUTE AGREEMENT TO AND ACCEPTANCE OF THE TERMS AND CONDITIONS SET OUT IN THESE INSTRUCTIONS. AGENT SHALL BE LIABLE TO FINNAIR AND TO CUSTOMERS AND TO OTHER THIRD PARTIES FOR DAMAGE THAT ARISE FROM ERRORS MADE BY AGENT IN THE AGENT SALE OF TICKETS. AN ERROR IS CONSIDERED, AMONG OTHER THINGS, TO BE THE AGENT SALE OF TICKETS CONTRARY TO THE INSTRUCTIONS OR RULES OF FINNAIR, FAILING TO PROCESS CUSTOMER'S ORDER, GIVING PRODUCT OR TIMETABLE INFORMATION THAT HAS BEEN PROVIDED CORRECTLY TO AGENT BUT INCORRECTLY TO THE CUSTOMER, FAILURE TO INFORM A CUSTOMER OF A CHANGE NOTIFIED BY FINNAIR OR THE AGENT SALE OF TICKETS CONTRARY TO THE AGREEMENT.**

**1.2 Agent Responsibilities for Third Parties.** To the extent that Agent engages employee, sub-agents, service vendors or other third party contractors to support Agent's activities within the scope of the Appointment, Agent will ensure and be responsible to Finnair for their full compliance with the Agreement. The Agreement applies to any ticket issued using Finnair's ticket stock.

**1.3 Right to Suspend and Terminate Agents Appointment.** Without limitation, and in its sole discretion and at any time, Finnair may, upon written notice to Agent, without cause or penalty, suspend or limit Appointment, including immediately terminating Finnair's appointment of any Agency Location or Appointment. If any Agency Location is terminated, Agent may not act in any agency capacity whatsoever

for the sale of Finnair's Products and Services from the terminated location. If Appointment is terminated, Agent may not act in any agency capacity whatsoever for the sale of Products and Services from any location.

**1.4 Conflicts.** In the event of any conflict between these Instructions, the Governing Travel Agency Agreements, applicable law or regulation, or Finnair's Conditions of Carriage, the conflict shall be resolved by giving priority as follows: (i) applicable law or regulation; (ii) Finnair's Conditions of Carriage; (iii) these Instructions; (iv) the Governing Travel Agency Agreements.

In the event of any conflict between these Instructions and any agreement between Agent and Finnair other than Governing Travel Agency, the terms of these Instructions shall prevail over the other agreement(s) except to the extent explicitly stated otherwise in such other agreement.

## **2. Compliance with Finnair's Rules**

**2.1 General.** Agent will strictly adhere to Finnair's current instructions, rules, regulations, requirements, conditions of sale or carriage, tariffs, and procedures ("**Rules**") in booking any reservation or issuing, reissuing, revalidation, selling, exchanging, refunding, cancelling or reporting any ticket calling for transportation on Finnair. Agent will also comply with all laws and regulations applicable to its activities under the Agreement. Failure to comply may subject Agent to agent debit memos (ADMs) from Finnair for any deficiency or any loss incurred by Finnair by reason of the violation and the suspension, limitation or termination of Agent's Appointment.

**2.2 Exceptions.** To be valid, any exception to Finnair's Rules in the booking of any reservation or the issuance, reissuance, revalidation or refund of any ticket calling for transportation on Finnair must be documented by Finnair in the applicable PNR

**2.3 Promotional Programs.** Agent agrees to comply with all Rules governing the promotional programs, including the issuance of promotional vouchers and tickets. Agent acknowledges that the purchase, sale, or barter of promotional awards, mileage, or tickets (other than a purchase from Finnair) is strictly prohibited and that Agent's direct or indirect involvement in any of these activities subjects Agent to (i) agent debit memos (ADMs), (ii) the suspension, limitation or termination of Agent's Appointment, and (iii) legal or equitable remedies. Agent further acknowledges and understands that any fraud or abuse concerning promotional programs or awards, mileage, or tickets on the part of Agent or Agent's customers may subject Agent's customers to administrative and legal action by Finnair, including the forfeiture of all (i) award vouchers, (ii) tickets issued against award vouchers, and (iii) accrued points/mileage in the member's account, as well as suspension or cancellation of the account. Agent further understands that promotional or award tickets that have been purchased, sold, or bartered are void and that use of these tickets may result in the tickets being confiscated by Finnair, the passenger's trip being stopped or interrupted, and the passenger being required to purchase a ticket to continue travel.

**2.4 Prohibition of Abusive Booking and Ticketing Practices.** Agent acknowledges that any fraudulent, fictitious, or abusive booking, violate Finnair's Rules, and it is the Agent's responsibility to ensure that ticketing or bookings done by Agent are only in respect of customers' genuine travel requirements and that Agent must not offer or encourage customers to request any ticketing or booking that does not reflect the genuine travel requirements of the customer. Agent is prohibited from seeking to manipulate ticketing or booking in any way, attempt to circumvent journey controls for any reason including, but not limited to

obtaining sold out inventory and any other practice prohibited in Finnair's General Conditions of Carriage as amended from time to time.

Circumventing journey controls or separating "married segments" to obtain sold out inventory is also prohibited. Furthermore, since Finnair is not a participant in other carriers' private agreements and since Finnair does not honor other airlines' discount codes, Agent agrees that other airline private or contracted fares or ticket designators may not be ticketed using Finnair's ticket stock.

Agent acknowledges that it may not ticket bookings for Products and Services where the booking was created by a third party unless Finnair has expressly authorized Agent to ticket such third party bookings. Additionally, if, to the extent permitted by Finnair, Agent participates in transferring bookings or tickets contained in Finnair itineraries among Agent's locations or between Agent and other third parties, then Agent will cause any resulting duplicate booking or ticket associated with such Finnair itinerary to be immediately cancelled. Agent acknowledges that if it engages in any of these practices, or sells or issues a ticket used for any of these purposes, Agent will be subject to (1) ADM's (2) possible suspension, limitation or termination of Agent's Appointment, and (3) other remedies available to Finnair.

**2.5 Fraud and Misrepresentations.** Agent will not engage in any fraudulent activity, including but not limited to altering flight coupons for non-qualifying discount travel, backdating tickets, or selling no-cash-value coupons, discounts, or upgrades. Fraudulent activity also includes intentionally withholding or misrepresenting information regarding Finnair Products and Services, such as information regarding availability, pricing and ticketing and fraudulent advertising, including directly or indirectly using automated, deceptive or fraudulent means to generate impressions, click-throughs, or any other actions in relation to advertisement or Internet promotions on an Finnair web site or mobile app or in relation to advertisements or Internet promotions of Finnair on third party websites. Except for fares filed for bulk ticketing or unless otherwise agreed in writing, for tickets issued using Finnair's validation code with Finnair as the merchant of record (i) Agent must report such tickets through the applicable billing and settlement plan or area settlement plan or area settlement plan as the same form of payment provided by the customer and (ii) Agent must not use a credit card which is issued in the name of the Agent or in the name of any of the Agent's personnel, or in the name of any third party, other than the customer, his or her employer or a representative of the customer, to issue such tickets. Additionally, with the exception of tickets for private or contracted fares that Agent is authorized to receive, Agent will ensure that Finnair is the merchant of record for all transactions.

**2.6 Regulatory Compliance and Disclosure Requirements.** All advertising and promotions by Agent for Products and Services will fully comply with all applicable laws, rules and regulations as well as any guidelines from the government regulators. Agent must comply with all rules and guidance from government regulators regarding advertising and promotions, including those pertaining to full fare advertising, price increases and ancillary services. Failure to comply subjects Agent to ADMs and may lead to the suspension, limitation or termination of the Agency Location or Agent's Appointment by Finnair.

Agent will ensure that: (i) its systems, processes and sales practices accurately display and convey the identity of the operating carrier and all mandatory fees and charges, on all pricing displays to customers and in any and all marketing materials; (ii) all customers are made aware of the total price and the identity of the operating carrier at the earliest possible opportunity; (iii) the appropriate selling class (also known as booking class) associated with the cabin of travel is displayed to the customer; (iv) any display or communication of ancillary products must be of at least the same quality and detail as that offered by the

Agent in respect of other airlines; (v) any Finnair fares displayed or communicated by the Agent must be as determined by Finnair's Rules. Agent will take all necessary steps to rectify any inaccuracy when notified by Finnair. These Instructions do not prohibit Agent from offering discounts off its own service charges or other fees to its customers or otherwise compensating its customers in connection with transportation on Finnair.

**2.7 No Biasing or Alterations.** Agent's systems, processes and practices may automate a customer's preferences for air carrier, but must not otherwise involve any form of bias against Products and Services, or alter the presentation of the information as provided by Finnair. Agent must not facilitate or encourage such biasing or alterations by others.

**2.8 No Re-Distribution.** Agent's Appointment is for purposes of the Agent marketing and selling Products and Services directly to customers. Agent's Appointment is specific to Agent, and does not include any authority for Agent to do any of the following online, without Finnair's specific prior written consent: (i) to act as an intermediary for further distribution of Products and Services via other intermediaries and sales agents; (ii) to distribute Products and Services via any other channel except between the Agent's own branches at agreed points of sale; (iii) to offer or distribute Products and Services as part of a service provided by Agent that is re-branded so that it appears to customers to be a search, booking or ticketing service from a third party; or (iv) to offer or sell Finnair Products and Services via a third party linking from or otherwise using Finnair Data. In addition, if Agent uses or works with a non-accredited entity in making a booking, then Agent acknowledges and agrees that Finnair reserves the right to reject the booking in Finnair's sole discretion and that Agent nonetheless remains fully responsible to Finnair in all respects for any bookings made by third parties and ticketed via Agent's Appointment.

**2.9 Passenger Name Record ("PNR") Content.** Complete information in a reservation is important to appropriately service customers during the course of travel and is required by government and law enforcement agencies such as customs and immigration authorities. Agent must provide Finnair with all the contact information offered by customers including but not limited to telephone numbers and emails as well as any other information required by governmental authorities. Agent may not substitute any contact information or provide Agent's contact information in lieu of such customer information without the consent of Finnair and the customer. Finnair will treat all personal data contained in PNR content received in accordance with Finnair's privacy policy as available at Finnair's website.

### **3. Ticketing Authority.**

Agent will only use Finnair ticket stock if the transportation concerned includes travel on Finnair operated or marketed services. Finnair grants ticketing authority at its sole discretion and may suspend or withdraw such ticketing authority at any time without notice. Agent shall not use Finnair's validation code to circumvent termination of absence of appointment by Finnair or other airline, for example, by issuing electronic tickets or any other traffic documents for transportation on any airline that has refused to appoint, or has terminated its appointment of, Agent. Further, Agent will not issue tickets for transportation on Finnair on behalf of any other travel agency location for which Finnair has refused or terminated its appointment, including any of the Agency Locations. Agent shall not use Finnair's validation to issue tickets for transportation on carrier that do not maintain a ticketing and baggage interline agreement with Finnair.

#### 4. Finnair Agent Debit Memo Policy.

**4.1 General.** If Agent issues a ticket in violation of the Agreement, or IATA Handbook/resolution(s) or in otherwise in violation of the Rules Finnair has issued for travel agents, Finnair may issue an ADM to Agent for any deficiency or any loss incurred by Finnair by reason of the violation, including, without limitation an amount equal to the cost of the ticket, the difference between the applicable fare and the fare actually used, Global Distribution System/Computerised Reservation System fees, lost revenue from spoiled inventory, or an administrative service charge for the cost of servicing Finnair has to provide to address Agent's violation of the Agreement, as Finnair deems appropriate. In addition, Finnair may suspend, limit or terminate the Agency Location or Agent's Appointment upon notice to Agent. Agent acknowledges that Finnair's administrative service charges are a reasonable estimate of Finnair's costs due to Agent's improper acts in these situations. Finnair also retains all rights and remedies available to it under the Agreement or otherwise.

**4.2 Agency Debit Memo and Fees for Non-compliance.** ADMs will be handled as per IATA resolutions. The minimum ADM value is € 5 (or in local currency equivalent). In case of persistent practice of under collection (multiple occurrences of underpayments of less than € 5 or equivalent) by the same Travel Agent, Finnair reserves the right to recover these underpayments. More than one ADM in relation to the same original ticket can be raised if different, unrelated charges apply. An ADM may also be used to collect amounts where a traffic document has not been issued, if agreed with the Agent, for example, for deposits for group sales. The Agent's grounds for disputing any ADM must be specific in detail and all relevant supporting information is to be provided to Finnair. Agents should not dispute an ADM where the reason for issuance is valid and evidence to the contrary is not available. If the requirements listed herein are not submitted in a clear, complete and concise manner, Finnair will not consider the memo to be "in dispute" and will reject the claim. Finnair reserves the right to inhibit booking and or ticketing capabilities for any agent as a direct result of non-payment of debit memos. In case Finnair is debited by the credit card acquirer for a fraud case, a purchase rejection by the passenger or credit card misuse on a ticket issued by the Travel Agent, Finnair will charge the Agent full amount including ticket taxes, fees and charges of issued document regardless if ticket is used or not and administration fee charged by credit card acquirer. The Agent is responsible for checking the validity of the credit card and that purchase is authorized by card holder as well as ensuring that the credit card is accepted for payment by Finnair. Finnair reserves the right to issue an ADM when abusive usage of a credit card in name of the Agent and in connection with air transportation sale for any customer of the agent is detected. Failure to adhere to these Instructions will result following fees: Travel Agent is responsible for cancelling any unticketed bookings prior to departure according to the applicable ticket time limit and failure to adhere to this policy or non-compliance of any other listed policy will result fee EUR 50 or equivalent local currency per segment. In case of key ticketing identifiers (either typological or contractual information) are missing on the ticket an "Incorrect Ticketing Fee" of EUR 50 (or equivalent local currency) will apply. Commonly used key ticketing identifiers as described in fare rules include but are not limited to: tour code, ticket designator, fare calculation, date of birth and ticket number on electronic miscellaneous document (EMD). In addition, Finnair collects an administration fee of EUR 50 or equivalent local currency per ADM for the issuance of each booking-, fare-, standard or supplementary commission and refunds related ADM. The administration fee for tax related ADMs is EUR 20 or equivalent local currency. The administration fee is not refundable except in case an approved dispute. In the event of post-billing disputes, Finnair will send the applicable ADM to reimbursement office for debt collection. All additional costs related to debt collection are payable by the Agent.

## 5. Agency Reduced Rate Travel and Agent Promotional Programs.

Agent will comply with Finnair's Rules concerning Agency reduced rate travel privileges. Failure to comply subjects Agent to ADMs and may lead to the suspension, limitation or termination of the Agency Location or Agent's Appointment.

Agent will comply with Finnair's Rules and any specific contractual requirements concerning promotions with Finnair in which Agent participates or has an interest. Failure to comply subjects Agent to (1) forfeiture and repayment to Finnair of all sums paid by Finnair to Agent or the value received by Agent, (2) the suspension, limitation or termination of Agent's right to participate in promotions, and (3) may lead to the suspension, limitation or termination of Agent's Appointment.

## 6. Data Ownership and Use.

**6.1 Background.** The creation, development, collection, verification, formatting, organizing and maintenance of fares, schedule, inventory, merchandising and other pre-booking data about Finnair's products, services and facilities requires extensive investment of time, money and specialized resources of Finnair. For example, Finnair expends significant amounts of time and money to (i) analyze markets and competition for air transportation and related products and services, (ii) analyze aircraft fleet types and utilization, (iii) analyze operating conditions at airports and air traffic control infrastructure, crew scheduling requirements and legal/regulatory requirements, and (iv) develop, deploy and use proprietary algorithms, processes and techniques, many of which have taken years to develop and are critical to Finnair's competitiveness, and (v) train its personnel to become skilled and knowledgeable about each of the foregoing. This investment in pre-booking data also results in post-booking data about Finnair's Products and Services and the customers who purchase and consume them, and therefore Finnair's post-booking data is similarly valuable and competitively sensitive. The integrity, value and availability of Finnair's pre- and post-booking data can only be preserved if it is accessed and used in ways that have been authorized by Finnair. Unauthorized access can cause disruption and harm to Finnair's systems, business and customers, and misuse of such data can lead to safety and security issues, as well as cause material commercial harm to Finnair.

**6.2 Finnair Data.** Agent understands and agrees that as between Finnair and Agent and as a consequence and condition of Agent's Appointment, any information or data, regardless of source, that (i) identifies Finnair, (ii) identifies or is reasonably identifiable to Services or Products, including all fare and inventory information, (iii) relates to a relationship between a customer and Finnair (e.g. frequent flyer membership), (iv) relates to a transaction between a customer and Finnair, including booking and payment data, or (v) is passed by Agent to Finnair through a PNR or similar booking/sale record (collectively, "**Finnair Data**"), is and will be owned by Finnair and is Confidential Information of Finnair. Any successors, equivalents, compilations or derivatives of the foregoing, whether now known or hereafter devised, and in any medium or format, are also Finnair Data. Access and use of Finnair Data by the Agent is solely for purposes of and is limited to those activities that are within the scope of the agent-principal relationship as defined and authorized by Finnair for all of Agent's Locations.

**6.3 Examples of Unauthorized Activities.** Any use of Finnair Data beyond what is permitted in Section 6.2 above is unauthorized. As guidance, Finnair provides the following examples of specific types of access, use, distribution and remarketing of Finnair Data that are prohibited without prior written consent from Finnair: (1) accessing finnair.com by the use of any automated or electronic devices commonly known in the Internet

industry as robots or spiders, or by the use of other electronic search devices; (2) soliciting, facilitating, encouraging or agreeing to provide access to or otherwise remarket or redistribute, or take affirmative steps to allow or permit such access to, or remarketing or redistribution of, any Finnair Data to any third party, through any process, including screen scraping, spiders, web "bots" or other device, software or system; (3) licensing, selling, or otherwise providing to any person or entity any software or other device that is capable of accessing Finnair Data from any source; or (4) editing, modifying, creating derivatives, combinations or compilations of, combining, associating, synthesizing, reverse engineering, reproducing, displaying, distributing, disclosing, or otherwise processing Finnair Data; (5) engaging in any kind of commercialization, marketing, advertising, licensing or resale that is based on Finnair Data (e.g., advertising credit card offers to consumers based on the Finnair Marks or flight information) except as otherwise permitted by the Agreement; (6) facilitating structured posting of Finnair Data to any third party electronic media; (7) accessing Finnair Data from any unauthorized source which Finnair may identify to Agent; and (8) assisting, aiding, or abetting in any way the unauthorized access, use, distribution or display of Finnair Data, including Finnair Data obtained or derived from finnair.com or any other web site or any other source, such as a Global Distribution System (GDS). Agent may not engage in any of the above examples, or any other unauthorized access, use, distribution or remarketing of Finnair Data, without the prior written authorization of Finnair. If Agent learns that any third party is accessing, distributing, remarketing or displaying Finnair Data in any way obtained via Agent, including Agent's web site, without Finnair's written authorization, Agent will promptly inform Finnair and take all commercially reasonable measures, including commercial, technological, or legal measures, to prevent the unauthorized access, display, remarketing or distribution of Finnair Data. Agent further agrees not to use, or authorize use of, Finnair Data in any manner that is harmful to Finnair.

**6.4 Other Data.** The intent of this Section 6 is to maintain and protect the proprietary, commercial, competitive and confidential integrity of Finnair Data. Finnair recognizes that travel agents have separate relationships with their own customers, whether individual persons or companies, and have separate responsibilities with respect to security and use of customer data. In those separate relationships, travel agents may collect, have access to and rights in customer-identifying information: name, address, phone number(s), e-mail address(es) and IP address(es), as well as information specific solely to the travel agency and its products and services. In addition, Finnair recognizes that customers have overlapping or separate rights and interests in data that is processed on their behalf by Agent as part of the Agent's marketing, sale or delivery of Products and Services by Agent to customers and nothing in this Section 7 is intended to restrict the processing of such data so long as Agent is acting in accordance and within the scope of its agent-principal relationship with Finnair and with the terms of the Agreement. However, Agent acknowledges and agrees that information that is specific to Finnair's flights, products and services including fares, schedules, inventory, Finnair PNR data, are unique to Finnair's business and remain Finnair Data even if such data elements are collected in course of Agent's operations.

## **7. Confidentiality, Privacy and Data Security.**

**7.1 Confidentiality.** Agent will keep confidential and not disclose to any third party the following confidential information of Finnair: (i) any fare programs and commission arrangements that may be agreed with Finnair; (ii) any and all post-booking data, including all PNRs, that cover Products and Services; and (iii) any other Finnair Data that Finnair designates as confidential or is otherwise reasonably identifiable as confidential or proprietary information ("**Confidential Information**"). Agent may disclose Finnair confidential information to Agent's directors, officers, employees or agents if such persons are bound by

equivalent confidentiality commitments and have a legitimate need to know such information in order for the Agent to perform its obligations to Finnair. In addition, this Section 7 will not prohibit Agent from making disclosures required by law or judicial process after making reasonable efforts to resist disclosure and notify Finnair. Agent acknowledges that Finnair may disclose fare program and commission arrangements to other carriers and affiliated companies, subject to applicable law. This provision will survive the suspension, limitation or termination or expiration of Agent's Appointment.

**7.2 Privacy.** For purposes of these instructions "**personal data**" means information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, mailing address, telephone number, email address, frequent flyer number, social security number, credit card or other payment data, date of birth, driver's license number, account number or user ID, location, PIN, or password. Agent shall maintain its compliance with the requirements of the applicable data protection laws. As regards passenger personal data, each of Agent and Finnair will be considered, separately, as a data controller (as defined in the European Union General Data Protection Regulation). Agent will cause all of the Agent's privacy policies to inform customers that their personal data will be disclosed to Finnair (and third parties in accordance with Finnair's privacy policy). The Agent shall give its customers notice, and if required under applicable law, obtain the customer's consent, to such disclosure of personal data to Finnair. Agent should be able to demonstrate to Finnair and to the authorized authorities that the data subject has given the consent. All such personal data will be handled by Finnair pursuant to and in accordance with Finnair's privacy policy. Agent will not adopt, apply or publish any privacy policy inconsistent with the requirements of the Instructions and the Finnair privacy policy as available at Finnair's website.

**7.3 Data Security.** Agent will establish, implement, maintain, and use technical and organizational safeguards against the unauthorized disclosure, access, use, destruction, loss, damage or alteration of all personal data and Finnair Data that is in the possession of Agent or its agents. Such safeguards will be in compliance with all applicable laws and regulations and will be no less rigorous than (i) industry standard practices in the transportation and related services industry, and (ii) reasonable security procedures and practices appropriate to the nature of such Finnair Data. For the avoidance of doubt, such data safeguards must include: (i) compliance with the Payment Card Industry Data Security Standard (PCI DSS), in their most current form, and applicable credit card network bylaws and operating regulations and laws or regulations relating to credit card processing; (ii) encryption of all records and files that contain any personal data or when Agent transmits such records and files across public networks or any wireless network or stores such records and files on laptops, thumb drives or other portable devices or transfers such records and files for storage; and (iii) compliance with any security standards required by local law or regulations, including the laws and regulations of the European Union Member States in which the Agent is located if the Agent is based in the European Union.

**7.4 Remediation.** Following any **Security Incident** (defined as (i) the loss, misappropriation or misuse (by any means) of Finnair Confidential Information, Finnair Data and/or personal data; (ii) the inadvertent, unauthorized, and/or unlawful processing, distribution, alteration, corruption, sale, rental, or destruction of Finnair Confidential Information, Finnair Data and/or personal data; (iii) any other act or omission that compromises or threatens to compromise the security, confidentiality, or integrity of Finnair Confidential Information, Finnair Data and/or personal data, or (iv) any breach of Finnair's security policies set forth herein), Agent must notify Finnair within 24 hours. Agent and Finnair will work in good faith regarding remediation efforts that may be necessary and reasonable. At Finnair's sole discretion, Agent shall (v) either



undertake remediation efforts for a Security Incident at its sole expense and in line with security best practices or reimburse Finnair for Finnair's reasonable costs and expenses in connection with taking remediation efforts for a Security Incident and (vi) provide assurances satisfactory to Finnair that such Security Incidents will not recur. Agent shall indemnify and hold harmless Finnair and its officers and employees from and against any and all allegations, claims, demands, costs, expenses, losses, liabilities, penalties, fines, settlements or damages arising out of or relating to any Security Incident that occurs in relation to Finnair Data that was in the possession or control of Agent or Agent's employees or contractors at the time of the Security Incident.

## **8. Finnair's Intellectual Property.**

**8.1 Background.** Finnair's intellectual property, including its trademarks, logos, livery, travel posters, web sites and advertising, are important and valuable assets of Finnair. Who uses them and how they are used has an impact on their continuing value and fame.

**8.2 Finnair Marks and Correct Use.** Finnair grants Agent a limited, royalty free, non-transferable, non-exclusive permission to use certain Finnair intellectual property, specifically the FINNAIR trademark (the "**Finnair Marks**") solely for the purpose of identifying Agent as an authorized agent of Finnair. In using the Finnair Marks, Agent agrees that Finnair owns the Finnair Marks, and that Agent will not harm the Finnair Marks or Finnair's ownership of the Finnair Marks or in any way contest or deny the validity of, or the right or title of Finnair in or to, the Finnair Marks. Agent acknowledges and understands that it has no right or permission to use the Finnair Marks for any purpose not expressly stated in these Instructions, and that any unauthorized use of the Finnair Marks will constitute an infringement of Finnair's rights. Agent understands that it has no right or permission pursuant to the Agreement to use any other intellectual property owned by Finnair or its affiliated entities. Agent further agrees not to use any intellectual property confusingly similar to the Finnair Marks. Agent agrees that it will comply with Finnair's trademark usage guidelines as published from time to time, and will reproduce the design and appearance of the Finnair Marks from reproduction art obtained from such web site. Agent further agrees that it will not without prior written consent from Finnair purchase, use, or register any domain names or keywords or search terms that are identical or similar to, or contain (in whole or in part), any of the Finnair Marks.

**8.3 No Implied or Other Rights.** Agent understands that it has no other right or permission pursuant this Agreement to use any other intellectual property owned by Finnair or its affiliated entities. Agent understands that it has no rights in Finnair's intellectual property, nor can continued use of any of Finnair's intellectual property ever give Agent any right in or to any of Finnair's intellectual property. Agent acknowledges that a breach of this Section "Finnair's Intellectual Property" will cause Finnair significant, irreparable injury and that Finnair's legal remedies for a breach will be inadequate. Agent will obtain Finnair's written authorization (e-mail will suffice) before any use of Finnair's intellectual property.

## **9. Right to Inspect and Audit.**

Finnair has the right to enter any Agency Location upon reasonable advance notice to inspect Agent's books and records relating to sales of Products and Services and to ensure Agent's compliance with the provisions of the Agreement and audit Agent's books and records to detect or establish Agent's abuse of, or failure to comply with, any of Finnair's Rules concerning sale of travel on Finnair, Agency reduced rate travel, promotional programs, or Agent ticket fraud. Finnair may audit Agent by making bookings with Agent and Agent shall not act to inhibit or restrict such audit activity. Agent agrees that Finnair may monitor Agent

bookings and may use information obtained from IATA or other parties to evaluate the credit-worthiness of Agent and Agent's employees and owners.

## **10. Miscellaneous.**

**10.1 Changes.** Finnair may amend or modify its policies and instructions, including these Instructions at any time by posting updates to the website made available to Agents in each market.

**10.2 Waiver.** Any waiver or modification of any of the terms of the Agreement must be in writing from Finnair. Agent agrees that failure of or delay by Finnair to require strict performance or to enforce any provision of the Agreement, or a previous waiver or forbearance by Finnair, will in no way be construed as, or constitute, a continuing waiver by Finnair of any Rule or any provision of the Agreement.

**10.3 Injunctive relief.** It is acknowledged and agreed that any breach of the obligations as set out in the Agreement by Agent could cause irreparable injury and that monetary damages would not be an adequate remedy for such breach. In the event of a breach or threatened breach of any of the provisions of these instructions or the Agreement, Finnair will, to the extent permitted under applicable law, be entitled to seek injunctive relief in any court of competent jurisdiction restraining the Agent from breaching the terms hereof without requirement of a bond or notice and Agent agrees not to object or defend against such action on the basis that monetary damages would provide an adequate remedy.

**10.4 Severability.** If any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect and will be construed as if the invalid provisions were not included.

**10.5 Applicable Law and Jurisdiction.** In relation to Agents with locations outside the United States, these Instructions are governed by and shall be interpreted in all respects by the law of principal place of business of Finnair. Agent irrevocably submits to the jurisdiction of the courts of Finnair's principal place of business in relation to all matters arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) and Agent waives any claim of lack of jurisdiction.

In relation to Agents with locations inside the United States, these Instructions are governed by and shall be interpreted in accordance with New York law. Agent and Finnair irrevocably submit to the exclusive jurisdiction of the New York courts in relation to all matters arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) and Agent waives any claim of lack of jurisdiction.

Nothing in this clause shall limit the right of Finnair to commence proceedings against Agent in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the commencement of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

**10.6 Third Party Rights.** No person who is not a party to the Agreement shall have the right to enforce any terms or conditions of the Agreement or these Instructions.