

SUN COUNTRY AIRLINES TRAVEL AGENCY RULES AND POLICIES

Sun Country Airlines ("Sun Country") requires that all travel agencies and/or travel agents (collectively, "Agent") abide by the following principles, rules and instructions when displaying, advertising, booking, selling or ticketing any Sun Country product or service. These principles, rules and instructions are effective immediately and are issued pursuant to Section 11.3 of the Airlines Reporting Corporation ("ARC") Agent Reporting Agreement dated as of September 18, 2017 (as amended from time to time, the "ARA") and International Air Transport Association ("IATA") Resolution 824 Section 3.2. The Rules (as defined below) set forth in this document are in addition to (and not in lieu of) any additional rights to which Sun Country is entitled pursuant to the ARA and the IATA Passenger Sales Agency Agreement. By continuing to participate in the ARA or the IATA Passenger Sales Agency Agreement, Agent agrees to abide by these Rules, Sun Country's Contract of Carriage, and any applicable Sun Country fare rules when booking or ticketing transportation on Sun Country. These Rules may be subject to modification and updated accordingly from time to time without advance notice.

AGENCY CONDUCT AND RESPONSIBILITY

General: Agent will adhere strictly to this document and other applicable instructions, rules, regulations, requirements, conditions of sale or carriage, tariffs, and procedures (collectively, the "Rules") in booking any reservation or issuing, reissuing, selling, exchanging, refunding, canceling or reporting any ticket for transportation on Sun Country. Agent will ensure that its systems, processes and practices accurately display and convey all information relating to Sun Country's products and services as presented by Sun Country, including with respect to the advertisement, display, offer, booking, ticketing or sale of Sun Country's products and services. Agent will also comply with all laws and regulations applicable to its activities under the ARA and/or the IATA Passenger Sales Agency Agreement (collectively, the "Agreements") or otherwise on Sun Country's behalf. To the extent Agent engages or directs employees, sub-agents, vendors or other parties to carry out activities within the scope of the Agreements, Agent is responsible to Sun Country for ensuring their compliance with these Rules and applicable laws and regulations.

RE-DISTRIBUTION

Agent shall not (a) provide access to, display or otherwise distribute, directly or indirectly, any of Sun Country's flight data to any other commercial entity or business enterprise, including without limitation any metasearch operator, (b) receive any referral, webpage click-through or link from any webpage of a metasearch operator in connection or associated with any search result on such webpage that is attributed to or identifies any Sun Country product or service to any webpage used by Agent, including, without limitation, any advertising link or other hyperlink, or (c) place or otherwise establish or continue any advertising link on any metasearch operator webpage in connection or associated with any search result on such webpage that is attributed to or identifies any Sun Country product or service in such search result; in each of cases (a), (b) and (c), without the prior written consent of Sun Country or pursuant to a definitive written agreement in effect between Agent and Sun Country.

REGULATORY COMPLIANCE

Any advertising or promotion of Sun Country's products and services by Agent, regardless of the medium utilized, must comply fully with all applicable laws, rules and regulations and any applicable policies of the U.S. Department of Transportation (DOT) and other cognizant regulatory agencies, including but not limited to all rules, regulations and guidance issued by the DOT pertaining to full-fare advertising, price increases and ancillary services. The latter DOT rules and regulations are published in the Code of Federal Regulations (CFR), Volume 14, Part 399, Subpart G, which may be accessed at www.ecfr.gov, and require that any advertisement or quotation of a fare must include all applicable taxes, airport charges, and all other levies, charges and fees that are unavoidable and foreseeable at the time of publication or quotation of the fare. Any optional charges must be clearly, transparently and unequivocally communicated at the start of each booking procedure or transaction and may be presented to, and accepted by, the customer only on an "opt-in" basis. Other regulations apply and the above is not exhaustive.

FRAUD AND MISREPRESENTATION

Agent will not engage in any fraudulent activity, including but not limited to backdating tickets, selling no-cash-value coupons, discounts or upgrades, and the activities listed under ABUSIVE PRACTICES below. Fraudulent activity also includes (a) intentionally withholding or misrepresenting information regarding Sun Country products and services or the ability of Agent or Sun Country to fulfill such product or service, (b) false or misleading advertising, including direct or indirect use of any deceptive or fraudulent means to generate impressions, click-throughs, or any other actions in relation to advertisements or Internet promotions on agency or third party websites, and (c) completing a sale of Sun Country products or services outside of the Sun Country agent portal, except when utilizing an internationally recognized air transportation global distribution system (GDS). Except for fares filed for bulk ticketing or unless otherwise agreed in writing between Agent and Sun Country, for all tickets issued using Sun Country validation codes, (1) Agent must report such ticket sales through the applicable Billing and Settlement Plan or Area Settlement Plan, and (2) the total amount collected and remitted by Agent shall be the sum of the full applicable fare and any taxes, fees and other charges that may apply.

BIASING AND SERVICE FEES

Agent's systems, processes and practices may automate a customer's air carrier preference, but must not otherwise involve or apply any form of bias against Sun Country products and services, or alter the information provided by Sun Country. Additionally, Agent will not impose service fees or other fees (including, without limitation, ticketing fees or charges, paper ticket fees or charges, delivery fees or charges, booking fees or charges, and other ancillary fees or charges imposed by Agent) with respect to the display, offer, booking, ticketing or sale of Sun Country products and services that are higher than the fees imposed by Agent for the display, offer, booking, ticketing or sale of any other carrier's products and services. Whenever Agent charges a customer one or more such fees for one or more services rendered by Agent, such charges or fees shall be listed as separate line items on any invoice or statement issued by Agent to the customer (except in the case of vacation package bookings accomplished through the Sun Country agent portal), and the charge or fee shall be no higher than the lowest fee imposed by Agent in the case of any other air carrier. Except as specifically authorized under a written agreement between Agent and Sun Country, or in the case of vacation package bookings as otherwise permitted by Sun Country, Agent is not authorized to collect or withhold a commission on the sale of any Sun Country product or service.

ABUSIVE PRACTICES

Agent acknowledges that Hidden City/Point Beyond Ticketing, Back to Back Ticketing, Throwaway Ticketing, Duplicate and Impossible/Illlogical Bookings and other Fraudulent, Fictitious or Abusive Bookings violate Sun Country Rules, may subject Agent to debit memos from Sun Country for any deficiency or loss incurred, and are grounds for immediate termination of Agent's appointment. In addition, Agent acknowledges that "Sales Location Shifting" (i.e., making a booking or issuing a ticket from a sales location that is different than the one selected by the customer to circumvent availability, commissions, or other airline controls) violates Sun Country Rules, may subject Agent to debit memos from Sun Country for any deficiency or loss incurred, and is grounds for immediate termination of Agent's appointment. It is Agent's responsibility to ensure that ticketing or bookings done by or through Agent do not involve Hidden City/Point Beyond Ticketing, Back to Back Ticketing, Sales Location Shifting, Throwaway Ticketing, Duplicate or Impossible/Illlogical Booking or other Fraudulent, Fictitious, or Abusive Booking purposes, all as defined in the ARC Industry Agents' Handbook (accessible at www.arccorp.com/iah).

MCO POLICY

A Miscellaneous Charge Order (MCO) is an accountable IATA document; only ARC-accredited travel agencies are currently able to issue an MCO. An MCO can be used when standard ticket stock cannot be used. See list below for Sun Country approved transactions involving use of MCOs:

- Change Fees
- Cancellation Fees
- Residual Value

INTELLECTUAL PROPERTY

Agent acknowledges and agrees that, as between Agent and Sun Country, Sun Country owns, controls and retains all right, title and interest in and to Sun Country flight and other data ("Sun Country Data") and all copyright, database and other intellectual property rights relating thereto. Sun Country Data may include, but is not limited to, flight schedules, fares, seat availability, inventory availability, seat assignment, service enhancements, flight information, frequent flyer program account information, and ancillary products and services offered by Sun Country. Sun Country Data also includes all information that relates to a transaction between a customer and Sun Country, including booking and payment data, and all information that is passed by Agent to Sun Country through a PNR or similar booking record. Sun Country will treat all customer data in accordance with Sun Country's privacy policies. Agent shall not use any Sun Country intellectual property, including but not limited to Sun Country Data, with any online search engine without Sun Country's written permission. With respect to any "pay for placement" or other key word purchase program offered by any online search engine such as, without limitation, Google, Bing, or Yahoo, Agent shall not use or direct any third party to use Sun Country's name, trademarks, service marks, trade names or other intellectual property in any advertising campaign. "Sun Country," "Sun Country Airlines," and "Sun Country Air" shall each be included as a broad negative keyword match for all air related queries on any search engine.

INSPECTION AND APPOINTMENT

Sun Country may independently review any of Agent's locations, including all locations under Agent's common control, that are accredited by ARC or IATA (the "Agency Locations"). The review may include on-site inspection of any Agency Location to determine Agent's operations comply with Sun Country's Rules and other requirements in the sale of Sun Country products and services. In its sole discretion and at any time, Sun Country may, upon written notice to Agent, exercise its right to suspend or limit Agent's Appointment as a Sun Country agent, including immediately terminating the appointment of any Agency Location or Agent's Appointment in its entirety. If any Agency Location is terminated, Agent may not act in any agency capacity for the sale of Sun Country's products and services from the terminated location. If Agent's Appointment is terminated in its entirety, Agent may not act in any agency capacity whatsoever for the sale of Sun Country's products and services from any location.

ORDER OF PRECEDENCE AND CONFLICTS OF LAW

In the event of any conflict between these instructions, one or both of the Agreements, or applicable law or regulation, the conflict shall be resolved by giving priority as follows:

- i. applicable law or regulation;
- ii. these instructions;
- iii. written agreement(s), if any, between Sun Country and Agent to which no other entity is a party, as applicable;
- iv. the ARA or the IATA Passenger Sales Agency Agreement, as applicable.

FAILURE TO COMPLY

Agent acknowledges that if it violates these Rules, Agent may be subject to debit memos, the suspension, limitation or termination of Agent's Appointment, and/or other remedies available to Sun Country at law or in equity, whether or not identified in these Sun Country Airlines Travel Agency Rules and Policies.