

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 15, 2021

SABRE CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-36422
(Commission
File Number)

20-8647322
(IRS Employer
Identification No.)

3150 Sabre Drive
Southlake, TX
(Address of principal executive offices)

76092
(Zip Code)

(682) 605-1000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| Title of each Class | Trading Symbol(s) | Name of each exchange on which registered |
|---|----------------------|--|
| Common Stock, \$.01 par value per share | SABR | The Nasdaq Stock Market LLC |
| 6.50% Series A Mandatory Convertible Preferred Stock | SABRP | The Nasdaq Stock Market LLC |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 15, 2021, Sabre Corporation (“Sabre”) announced that Kurt J. Ekert, age 51, has been elected President of Sabre, effective January 3, 2022. Prior to joining Sabre in January 2022, Mr. Ekert served as President and Chief Executive Officer of Carlson Worldwide Travel (CWT), a global travel services company, from 2016 to 2021, followed by serving as Senior Advisor at Carlson Worldwide Travel in 2021. Sabre has an agreement with CWT pursuant to which Sabre provides CWT with access to its GDS and pays incentive fees to CWT, and CWT purchases certain products from Sabre. From 2010 to 2015, he served as Executive Vice President and Chief Commercial Officer of Travelport Worldwide Ltd., a distribution services provider for the global travel industry, and from 2006 to 2010, he served as Chief Operating Officer of Gulliver’s Travel Associates (GTA), a division of Travelport. From 2002 to 2006, he served in executive roles of increasing responsibility at Cendant (at then Cendant subsidiaries Travelport and Orbitz Worldwide). Prior to joining Cendant, Mr. Ekert’s experience in the travel industry included a number of senior finance roles at Continental Airlines. He also served four years as an active duty officer in the US Army. Mr. Ekert received a MBA from the University of South Carolina and a BS in Economics from the Wharton School at the University of Pennsylvania. Mr. Ekert serves as a Vice Chairman of the Board of Passur Aerospace, Inc., a business intelligence company, and he previously was Chairman the US Department of Commerce Travel & Tourism Advisory Board and a director of eNett, Carlson Travel Inc., the World Travel & Tourism Council, and the UNGA Global Partnership to End Violence Against Children.

The terms of Mr. Ekert’s employment are set forth in his offer letter (the “Offer Letter”), a copy of which is included as Exhibit 10.1. Under the terms of the Offer Letter, Mr. Ekert’s initial base salary is \$750,000 per year. As a participant in Sabre’s annual incentive plan, Mr. Ekert will be eligible for an annual incentive payment, and his target bonus under the plan has been set at 125% of his base salary (prorated for 2022). He will receive an initial equity grant valued at \$1,000,000, consisting of restricted stock units, one-third of which will vest on the second anniversary of the grant date, and two-thirds of which will vest on the third anniversary of the grant date. Subject to Board of Directors or Compensation Committee approval, he will also be eligible to receive an equity award with a grant-date value of up to \$3,000,000 beginning on or about March 15, 2022. Mr. Ekert will receive relocation assistance, and he will be eligible to participate in Sabre’s employee benefit plans, policies and other compensation and perquisite programs. Mr. Ekert will also be eligible to participate in Sabre’s Executive Severance Plan as a level 1 employee. The Offer Letter provides that the failure to appoint him as Chief Executive Officer if/when the next time the position becomes available, whenever that may be, will constitute Good Reason (as defined in the Executive Severance Plan). Mr. Ekert is also subject to the terms of an Executive Confidentiality and Restrictive Covenants Agreement. The foregoing is only a brief description of the material terms of the Offer Letter, does not purport to be a complete description of the rights and obligations of the parties, and is qualified in its entirety by reference to the Offer Letter included as Exhibit 10.1.

In addition, on December 15, 2021, Sabre announced that David Shirk intends to step down from his position as Executive Vice President and President of Travel Solutions of Sabre, effective December 31, 2021. Mr. Shirk will remain with Sabre as Senior Advisor of Sabre through December 31, 2022, and during that period he will be responsible for, among other things, advising the CEO and the President of Sabre. To provide for an orderly transition of Mr. Shirk’s duties and responsibilities, Mr. Shirk and Sabre have agreed to terminate his existing employment agreement effective as of December 31, 2021 and have entered into an employment agreement, dated December 15, 2021 (the “New Agreement”), which will be effective as of January 1, 2022 (the “New Agreement Effective Date”). Pursuant to the New Agreement, effective on the New Agreement Effective Date, Mr. Shirk will serve as Senior Advisor. Under the New Agreement, Mr. Shirk waives any claims for payments under Sabre’s Executive Severance Plan or any other severance policy or contract term under his prior employment agreement and confirms that as of December 31, 2021, he is no longer eligible to participate in the Executive Severance Plan or any other severance programs offered by Sabre. The New Agreement provides for an employment term of January 1, 2022 through December 31, 2022. Beginning on the New Agreement Effective Date, Mr. Shirk will continue to receive his annual base salary of \$722,625 (less applicable withholdings and deductions). Mr. Shirk will not be eligible to participate in any of Sabre’s bonus plans, but he will be entitled to receive any annual incentive payment with respect to fiscal year 2021 for his role under his prior employment agreement. His outstanding long-term incentive grants will continue to vest in accordance with their terms, but beginning on the New Agreement Effective Date, he will not be entitled to receive any grants pursuant to Sabre’s long-term equity incentive program. Mr. Shirk will be eligible to participate in Sabre’s employee benefit plans, policies and other compensation and perquisite programs provided to other senior executives of Sabre and that he was eligible to receive under his prior employment agreement. The New Agreement confirms that he is subject to the post-employment obligations around non-competition, non-solicitation and non-disclosure for 18 months subsequent to the end of his employment with Sabre. Under the New Agreement, provided his employment is not terminated earlier by Sabre for “Cause” (as defined in the Executive Severance Plan) or voluntarily by him before December 31, 2022, and if his employment ends at December 31, 2022, Mr. Shirk will be eligible to receive severance benefits equivalent to six months base salary and twelve months COBRA continuation coverage, provided he signs an agreement and general release in a form provided by Sabre. This description of the New Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the New Agreement, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated by reference.

A copy of the press release announcing Mr. Ekert’s election and Mr. Shirk’s change in position is included as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

- 10.1 [Offer Letter by and between Sabre Corporation and Kurt Ekert, dated December 15, 2021.](#)
- 10.2 [Employment Agreement, by and between Sabre Corporation and David Shirk, dated December 15, 2021.](#)
- 99.1 [Press Release, dated December 15, 2021.](#)
- 104 Cover Page Interactive Data File - formatted as Inline XBRL.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

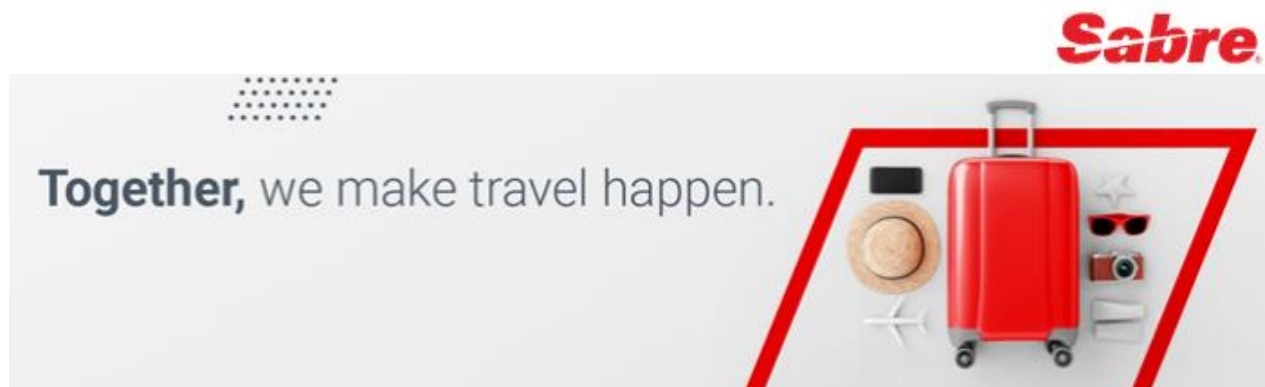
Sabre Corporation

Dated: December 15, 2021

By: /s/ Shawn Williams

Name: Shawn Williams

Title: Executive Vice President and Chief People Officer



December 15, 2021

Kurt Ekert

Dear Kurt,

Congratulations and welcome to Sabre! We are thrilled to offer you the opportunity to join our global community of people from around the world who passionately believe in the power of technology to fuel the dreams of travel. We are delighted to have you join us as Sabre President reporting to Sean Menke, Chief Executive Officer. Your journey with Sabre will commence on January 3, 2022.

You will have the opportunity to make a significant impact at Sabre and our global business. Every day, in more than 60 countries, our team members work together to make it easier for travelers to connect with people and places.

We look forward to you joining our journey!

Best regards,

/s/ Shawn Williams

Shawn Williams
EVP and Chief People Officer

The Details

Base Salary

\$750,000 USD You will receive **\$28,846.16** bi-weekly (gross), based on 26 pay periods in a year. Pursuant to our performance review process, you are eligible to receive a merit-based pay increase beginning in 2023, subject to approval by the Company's Board of Directors (or a committee of the Board).

Annual Bonus

\$937,500 USD You will be eligible for a pro-rated fiscal year 2022 target cash bonus equal to **125%** of your Base Salary, under the Executive Incentive Plan ("EIP," or any successor program). The EIP is subject to the achievement of certain financial targets and individual objectives. If EIP is earned, it is generally paid in March following the completion of the plan year.

Long Term Equity Incentive

Sign-On Grant You will receive a new hire sign-on equity grant valued at **\$1,000,000** delivered in Restricted Stock Units. Your award will be granted on the next regularly scheduled grant date following your first day of employment. The RSUs will have a vesting of one-third of the grant after 2 years of the grant date anniversary, and two-thirds of the grant after the 3rd anniversary of the grant date.

Annual Grant **Annual Grants:** On or about March 15, of each year, starting in 2022, you will be eligible to receive an equity award based on your position's target award value of up to **\$3,000,000**, based on the 2022 annual grant program. The amount, terms and conditions of any awards to be granted to you are subject to approval by the Board, the Compensation Committee of the Board or a sub-committee of the Compensation Committee, in accordance with the executive long-term incentive plan in effect at the time.

Stock Ownership Guidelines: As a senior executive, you will be subject to the Company's Stock Ownership Guidelines. These guidelines require senior executives to meet specified ownership levels of the Company's stock within five (5) years of becoming a senior executive. The guidelines help to further align the interests of senior executives with the long-term interests of our stockholders, as well as promote the Company's commitment to sound corporate governance. Your guideline level is currently three (3) times your base salary. As noted, you will have five years to achieve this level; however, in the interim you will be subject to certain share retention requirements until you meet this guideline level. In addition, you will be subject to the Company's Insider Trading Policy, which, among other things, imposes certain limitations on when you can trade in the Company's stock and requires you to pre-clear these trades.

Relocation

Executive Relocation You will receive relocation assistance according to the attached Executive Relocation Policy.

Other Benefits/Matters

Paid Time Off You will be also eligible for the following:

- 25 days paid time off PTO per calendar year. PTO is classified as vacation, sick or personal days, and is prorated based on start date.
- Two floating holidays (based on start date) and eight company-scheduled holidays. (We observe New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and day after, and Christmas Day.)
- Four days (one day/quarter) of Paid Volunteer Time Off (VTO).

Executive Severance Plan You will be eligible to participate in the Company's Executive Severance Plan as a Level 1 Employee, as approved by the Compensation Committee of the Board, which will provide you with certain severance benefits in the event of (a) your resignation for Good Reason (each as defined in the Executive Severance Plan, a copy of which is enclosed with this letter) or (b) your termination of employment by the Company other than for Cause.

In addition, the Company agrees that the failure to appoint you Chief Executive Officer if/when the next time such position becomes available, whenever that may be, will constitute Good Reason as defined in the Executive Severance Plan.

- Executive Perquisites**
 - Annual perquisite allowance of up to \$13,000 gross for certain reimbursable expenses such as legal fees, financial planning services, and annual Cooper Clinic physical.
- 401(k)**
 - Eligible for immediate contribution and rollover from another qualified plan.
 - Matching contributions dollar per dollar up to 6%.
 - Always vested in your contributions; fully vested in any company match after two years.
 - Ability to contribute up to 50% of IRS eligible pay and up to full IRS limits for pre-tax limits (current limit is \$19,500).
 - Loan options and catch up contributions available for those eligible.
 - Service provider is Fidelity Investments, including a Roth investment feature.
 - Auto enrollment of 3% after 90 days, if no action is taken.
- Health and Wellness**
 - Eligible for coverage on day one of employment.
 - Coverage for team member, any dependents and domestic partner/spouse if they don't have access to benefits via their employer.
 - Three medical and two dental and vision programs to choose from.
 - All medical plans have prescription drug coverage.
 - Wellness program to save on insurance premiums.
 - FSA and HSA accounts available.
 - 12 weeks 100% paid parental leave per year.
 - Short- and Long-Term Disability, Life, and AD&D Insurance.
 - Employee Assistance, Headspace Access, Health Pro advice, Real Appeal weight loss, Kannact diabetes, and Quit for Life smoking Programs.
 - Health Express, on-site medical clinic in Southlake.
 - Active&Fit discounted gym memberships.
- Additional Benefits**
 - Pet Insurance with up to 90% cash back on eligible vet bills.
 - Tuition Reimbursement up to \$5,250 per calendar year.
 - Adoption Assistance up to \$5,000 per child. (\$15,000 max per family.)
 - Check out our 'Sabre Benefits Resource Center' for a more in depth look of what we offer - <https://fлимп.live/Sabre-Benefit-Resource-Center>

Other Matters While employed by the Company, you may not, without the prior written consent of the Company, directly or indirectly, operate, participate in the management, operations or control of, or act as an executive, officer, consultant, agent or representative of, any type of business or service (other than as an executive of the Company or any of its subsidiaries or affiliates). It will not, however, be a violation of the foregoing requirements for you to (i) subject to the approval of the Chief Executive Officer of the Company, serve as an officer or director or otherwise participate in educational, welfare, social, religious and civic organizations or serve as a director of other for-profit corporations that are not Competitors (as defined in the Executive Confidentiality and Restrictive Covenants Agreement), or (ii) manage your or your family's personal, financial and legal affairs, so long as, in the case of clause (i) or (ii), any such activities do not interfere with the performance of your duties and responsibilities to the Company.

For the sake of clarity, the Company currently approves your continued service on the following company Boards: Passur Aerospace Inc., Smartours, and ZYTLYN Technologies. The Company at least on an annual basis reviews the outside board service of its senior executives to ensure compliance with any Conflict of Interest Policies.

By signing this offer letter, you represent and warrant to, and agree with, the Company that as of your start date (i) neither the execution and delivery of this letter nor the performance of your duties hereunder violates or will violate the provisions of any other written agreement to which you are a party or by which you are bound or become bound, (ii) there are no written agreements by which you are currently bound which would prevent you from performing your duties hereunder, and (iii) other than as disclosed in writing to the Company, there are no contracts to assign inventions or other intellectual property that are now in existence between you and any other person or entity.

The laws of the State of Texas govern the construction, interpretation and enforcement of this offer letter.

**Your signature below will validate your acceptance of this offer.
We are excited about your journey to make travel happen!**

/s/ Shawn Williams

Shawn Williams
EVP and Chief People Officer

/s/ Kurt Ekert

Kurt Ekert
Date: December 15, 2021

**This offer is contingent upon Sabre's completion of your reference and background checks, execution of the Executive Confidentiality and Restrictive Covenants Agreement included with this letter, an on completion of Sabre's new hire paperwork. It is not to be considered an employment agreement of any type and does not bind you to an employment relationship for any specified period of time. This offer is also contingent on your being a U.S. citizen, a U.S. permanent resident, or otherwise lawfully authorized to work in the United States for Sabre on a continuous basis. The Immigration Reform and Control Act of 1986 requires Sabre to verify the identity and eligibility of each new employee to work in the United States using the Federal Government's Employment Eligibility Verification Form I-9. This offer is therefore contingent upon your providing certain*



Executive Confidentiality and Restrictive Covenants Agreement

Executive Name: Kurt Ekert

Executive Title: Sabre President

I acknowledge and agree that in my position with the Company, it is expected that: (i) I will be materially involved in conducting or overseeing aspects of the Company's business activities throughout the world; (ii) I will have contact with a substantial number of the Company's employees and the Company's then-current and actively-sought potential customers ("Customers") and suppliers of inventory ("Suppliers"); and (iii) I will have access to the Company's Trade Secrets and Confidential Information. Capitalized terms used in this Agreement and not otherwise defined in the text shall have the meanings assigned to such terms defined in paragraph IX(E) below.

I further acknowledge and agree that my competition with the Company anywhere worldwide, or my attempted solicitation of the Company's employees or Customers or Suppliers, during my employment or within the Restricted Period following my Date of Termination, would be unfair competition and would cause substantial damages to the Company. Consequently, in consideration of my employment with the Company, the Company's covenants in this Agreement, the provision to me by the Company of additional Trade Secrets information and Confidential Information, and the compensation that will be payable to me in my position with the Company, I make the following covenants:

I. Non-solicitation of Company Customers and Suppliers.

While I am employed by the Company and for the Restricted Period following any Date of Termination, I will not, directly or indirectly, on behalf of myself or of anyone other than the Company, solicit or hire or attempt to solicit or hire (or assist any third party in soliciting or hiring or attempting to solicit or hire) any Customer or Supplier in connection with any business activity that then competes with the Company.

II. Non-solicitation of Company Employees.

While I am employed by the Company and for the Restricted Period following any Date of Termination, I will not, without the prior written consent of the Board, directly or indirectly, on behalf of myself or any third party, solicit or hire or recruit or, other than in the good faith performance of my duties, induce or encourage (or assist any third party in hiring, soliciting, recruiting, inducing or encouraging) any employees of the Company or any individuals who were employees within the six month period immediately prior thereto to terminate or otherwise alter his or her employment with the Company. Notwithstanding the foregoing, the restrictions contained in this paragraph II shall not apply to (i) general solicitations that are not specifically directed to employees of the Company or (ii) serving as a reference at the request of an employee.

III. Non-competition with the Company.

While I am employed by the Company and for the Restricted Period following any Date of Termination, I will not, directly or indirectly, whether as an employee, director, owner, partner, shareholder (other than the passive ownership of securities in any public enterprise which represent no more than five percent (5%) of the voting power of all securities of such enterprise), consultant, agent, co-venturer, or independent contractor or otherwise, or through any "person" (which, for purposes of this paragraph III, shall mean an individual, a corporation, a partnership, an association, a joint-stock company, a trust, any unincorporated organization, or a government or political subdivision thereof), perform any services for or on behalf of, any Competitor of the Company. For purposes of this Agreement, a Competitor of the Company shall mean (i) any entity or business (x) that competes or (y) engages in a line of business that competes, in each of (x) and (y), with the business of the Company, and (ii) any unit, division, line of business, parent, subsidiary, affiliate (as defined in Rule 144 under the Securities Act of 1933, as amended), successor or assign of Travelport, Amadeus, AMEX, Etihad Airways, American Airlines, United Airlines, Delta Airlines, Lufthansa Group, Expedia, Booking Holdings, TripAdvisor, Alphabet, Amazon, Facebook, Concur/SAP, Oracle, Farelogix, TravelClick, BCD Travel, Hewlett Packard Enterprises, DXC Technology, Travelsky, Computer Sciences Corporation, SITA, Hewlett Packard, or Jeppesen. It is understood and agreed in the event that any of such entities and their respective affiliates, successors and assigns no longer engages in a line of business that competes with any business of the Company, such entity shall no longer be deemed a Competitor of the Company for purposes of this Agreement.

IV. Non-disclosure of Confidential Information and Trade Secrets.

While I am employed by the Company and thereafter, except in the good faith performance of my duties hereunder or where required by law, statute, regulation or rule of any governmental body or agency, or pursuant to a subpoena or court order, I will not, directly or indirectly, for my own account or for the account of any other person, firm or entity, use or disclose any Confidential Information or proprietary Trade Secrets of the Company to any third person unless such Confidential Information or Trade Secret has been previously disclosed to the public or is in the public domain (other than by reason of my breach of this [paragraph IV](#)).

V. Non-Disparagement.

I agree not to deliberately defame or disparage in public comments the Company or any of its respective officers, directors, members, executives or employees. I agree to reasonably cooperate with the Company (at no expense to myself) in refuting any defamatory or disparaging remarks by any third party made in respect of the Company or their respective directors, members, officers, executives or employees.

VI. Enforceability of Covenants.

I acknowledge that the Company has a present and future expectation of business from and with the Customers and Suppliers. I acknowledge the reasonableness of the term, geographical territory, and scope of the covenants set forth in this Agreement, and I agree that I will not, in any action, suit or other proceeding, deny the reasonableness of, or assert the unreasonableness of, the premises, consideration or scope of the covenants set forth herein and I hereby waive any such defense. I further acknowledge that complying with the provisions contained in this Agreement will not preclude me from engaging in a lawful profession, trade or business, or from becoming gainfully employed. I agree that each of my covenants under this Agreement are separate and distinct obligations, and the failure or alleged failure of the Company or the Board to enforce any other provision in this Agreement will not constitute a defense to the enforceability of my covenants and obligations under this Agreement. The Company and I each agree that any breach of any covenant under this Agreement may result in irreparable damage and injury to the other party and that the other party will be entitled to seek temporary and permanent injunctive relief in any court of competent jurisdiction without the necessity of posting any bond, unless otherwise required by the court.

VII. Certain Exceptions.

Notwithstanding anything set forth herein, nothing in this Agreement shall (i) prohibit me from making reports of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934, as amended, or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other whistleblower protection provisions of federal law or regulation, or (ii) require notification or prior approval by the Company of any such report; provided that, I am not authorized to disclose communications with counsel that were made for the purpose of receiving legal advice or that contain legal advice or that are protected by the attorney work product or similar privilege. Furthermore, I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, in each case, solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or other document filed in a lawsuit or proceeding, if such filings are made under seal. Nothing herein regarding confidentiality shall prohibit me from contacting the EEOC, SEC, or other governmental agencies to report any violations of law or my belief as to such violations and no action shall be taken to retaliate against me because of such reports or filings.

VIII. Post-Employment Transition and Cooperation.

Upon and after the termination of my employment with the Company for any reason (except my death or, if lacking sufficient physical or mental ability, my Disability), I will execute any and all documents and take any and all actions that the Company may reasonably request to effect the transition of my duties and responsibilities to a successor, including without limitation resigning from any positions that I hold by virtue of my employment with the Company. I will make myself reasonably available with respect to, and to cooperate in conjunction with, any litigation or investigation involving the Company, and any administrative matters (including the execution of documents, as reasonably requested). The Company agrees to compensate me (other than with respect to the provision of testimony) for such cooperation at an hourly rate commensurate with my base salary on the Date of Termination, to reimburse me for all reasonable expenses actually incurred in connection with cooperation pursuant to this [paragraph VIII](#), and to provide me with legal representation.

IX. General Provisions.

A. Assignment and Severability

I acknowledge and agree that my obligations hereunder are personal, and that I shall have no right to assign, transfer or delegate and shall not assign, transfer or delegate or purport to assign, transfer or delegate this Agreement or any of my rights or obligations hereunder. This Agreement shall bind my heirs, executors, administrators, legal representatives and assigns. This Agreement shall remain in effect for the benefit of any successor or assign of the business of the Company, and shall inure to the benefit of such successor or assign. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, and the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

B. Governing Law and Dispute Resolution

The laws of the State of Texas shall govern the construction, interpretation and enforcement of this Agreement. The parties agree that any and all claims, disputes, or controversies arising out of or related to this Agreement, or the breach of this Agreement, shall be resolved in the Federal or state courts in Tarrant County, Texas. I hereby irrevocably consent to personal jurisdiction and venue in Tarrant County, Texas for any such action and agree that One Thousand Dollars (\$1,000.00) is the agreed amount for the bond to be posted if the Company seeks an injunction. In addition to all other available remedies, the Company shall be entitled to recover any attorneys' fees and expenses it incurs in connection with any legal proceeding arising out of my breach of this Agreement.

C. Entire Agreement and Waiver

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous correspondence, negotiations, agreements and understandings among the parties, both oral and written, regarding such subject matter. I acknowledge that the Company has not made, and that I have not relied upon, any representations or warranties concerning the subject matter of this Agreement other than those expressly set forth herein, if any. This Agreement may be amended only by written agreement signed by a duly authorized attorney of the Company other than me. The waiver of any rights under this Agreement in any particular instance, or the failure to enforce any provision of this Agreement in any particular instance, shall not constitute a waiver or relinquishment of the right to enforce such provision or enforce this Agreement generally.

D. Duty to Read

I acknowledge that I have read and I understand this Agreement. I further agree that the Company would not have allowed me access to and use of Trade Secrets or Confidential Information and would not have provided me with the authority to develop and use goodwill of the Company without my acceptance of this Agreement.

E. Definitions

"Agreement" means this Executive Confidentiality and Restrictive Covenants Agreement.

"Board" means the Board of Directors of Sabre Corporation.

"Company" means Sabre Corporation, including all of its subsidiaries and all affiliated companies and joint ventures connected by ownership to Sabre Corporation at any time.

"Confidential Information" means all material information regarding the Company (as defined above), any Company activity, Company business or Company Customer that is not generally known to persons not employed or retained (as employees or as independent contractors or agents) by the Company, that is not generally disclosed by Company practice or authority to persons not employed by the Company, that does not rise to the level of a Trade

Secret and that is the subject of reasonable efforts to keep it confidential. Confidential Information shall, to the extent such information is not a Trade Secret and to the extent material, include, but not be limited to product code, product concepts, production techniques, technical information regarding the Company products or services, production processes and product/service development, operations techniques, product/service formulas, information concerning Company techniques for use and integration of its website and other products/services, current and future development and expansion or contraction plans of the Company, sale/acquisition plans and contacts, marketing plans and contacts, information concerning the legal affairs of the Company and certain information concerning the strategy, tactics and financial affairs of the Company. "Confidential Information" shall not include information that has become generally available to the public, other than information that has become available as a result, directly or indirectly, of my failure to comply with any of my obligations to the Company. This definition shall not limit any definition of "confidential information" or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

"Date of Termination" has the meaning set forth in the Sabre Corporation Executive Severance Plan.

"Disability" has the meaning set forth in the Sabre Corporation Executive Severance Plan.

"Restricted Period" means the specified period immediately following your Date of Termination which shall be twenty-four (24) months if you are designated as a Level 1 Employee by the Compensation Committee of the Board (or, if the Board so determines, by another committee of the Board or by the Board itself), and eighteen (18) months if you are designated as a Level 2 Employee.

"Trade Secrets" means all secret, proprietary or confidential information regarding the Company or any Company activity that fits within the definition of "trade secrets" under the Uniform Trade Secrets Act or other applicable law. Without limiting the foregoing or any definition of Trade Secrets, Trade Secrets protected hereunder shall include all source codes and object codes for the Company's software and all website design information to the extent that such information fits within the Uniform Trade Secrets Act. Nothing in this Agreement is intended, or shall be construed, to limit the protections of any applicable law protecting trade secrets or other confidential information. "Trade Secrets" shall not include information that has become generally available to the public, other than information that has become available as a result, directly or indirectly, of my failure to comply with any of my obligations to the Company. This definition shall not limit any definition of "trade secrets" or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 15th day of December, 2021.

EXECUTIVE

/s/ Kurt Ekert

Kurt Ekert

SABRE CORPORATION

/s/ Shawn Williams

Shawn Williams

EVP and Chief People Officer

December 15, 2021

David Shirk
3150 Sabre Drive
Southlake, Texas 76092

Dear David:

This New Employment Agreement (“New Agreement”) between Sabre GBL Inc. (a wholly-owned subsidiary of Sabre Corporation, referred to herein as the “Company”) and you will govern the new terms of your employment with the Company effective January 1, 2022 (“Effective Date”).

You and the Company acknowledge that your employment has been previously governed by an employment agreement dated April 5, 2017, between the Company and you, as amended on November 27, 2017 and again on July 17, 2018 (together, the April 5, 2017 agreement and all amendments are referred to as the “Original Employment Agreement”).

You and the Company also agree that your Original Employment Agreement will be terminated in connection with your anticipated departure from your current role of Executive Vice President and President, Travel Solutions for the Company.

However, you and the Company have agreed that after you depart your current position, you will continue your employment with the Company in an operational role as Senior Advisor (as described below), to allow for an orderly transition of your duties and responsibilities to your successors.

Therefore, in consideration of the mutual covenants contained in this New Agreement, the Company and you agree as follows:

1. The Original Employment Agreement will be terminated at midnight on December 31, 2021.
2. By your signature below you agree to waive and release the Company from any claim for payments either under the Company’s Executive Severance Plan or any other severance policy or contract term related to the termination of the Original Employment Agreement. You also agree that after December 31, 2021, you are not eligible to participate in the Executive Severance Plan or any other severance programs offered by the Company.
3. In consideration for the release outlined in Section 2, the Company agrees to maintain your employment, under the terms listed below, through December 31, 2022 (the “Termination Date”). The period from January 1, 2022 through December 31, 2022 is referred to as the “Senior Adviser Employment Period.”
4. Beginning on the Effective Date and through the Termination Date, you will serve as a Senior Advisor of the Company, with reasonable duties and responsibilities as are mutually agreed by you and the Company/CEO. You shall perform all such duties faithfully, industriously, and to the best of your experience and talent. Except as otherwise expressly provided in this Agreement, you shall abide in all material respects by all the Company policies and directives applicable to you. You may provide consulting services to third parties from time to time and serve on the board of directors for third party companies, consistent with the terms of the Agreement and the Company’s Code of

Business Ethics, during the period beginning on the Effective Date and through the Termination Date, with the prior consent of the Chief Executive Officer, which consent will not be unreasonably withheld; provided, however, that any full-time employment by you with any third party shall be deemed to be a voluntary termination of your employment by you, and you must provide 60 days' notice to the Company prior to commencing such employment.

5. During the Senior Adviser Employment Period, your annual base salary will be \$722,625, subject to normal taxes and withholding, and payable pursuant to the Company's standard payroll practices and payroll period.
6. During the Senior Adviser Employment Period, you will not be eligible to participate in any Company bonus plans (EIP, VCP, SIP) or be eligible to receive any grants pursuant to Sabre's Long-Term Equity Incentive Program. However, provided that the Company's Compensation Committee of the Board of Directors approves any EIP payouts for calendar 2021 performance for your role under the Original Employment Agreement, you will be eligible to receive payment at the rate you were eligible to receive in your former role at the same time similarly situated Company executives receive their EIP payments. Further, you will continue to be eligible to vest in any prior equity grants pursuant to the terms of each such grant agreement. Finally, you will still be eligible to receive any payments pursuant to the Cash Performance Award granted to you in March 2020 (which is incorporated into this agreement by reference). Any such payments, if earned pursuant to the terms of the Cash Performance Award program, will be paid in March 2022.
7. You will be eligible to participate in the Company's employee benefit plans, policies and other compensation and perquisite programs provided to other senior executives of the Company and that you were eligible to receive pursuant to the Original Employment Agreement, subject to the terms, conditions and eligibility requirements of each such benefit plan, policy or other compensation program, including amendments or modifications thereto. During the Senior Adviser Employment Period, you shall be entitled to paid vacation and sick leave in accordance with the Company's vacation, holiday and other pay for time not worked policies as in effect from time to time. Such benefit plans, policies or other compensation and perquisite programs may be discontinued or changed from time to time in the Company's sole discretion.
8. You agree that Section 8 of your Original Employment Agreement, which contains certain post-employment obligations around Non-Competition, Non-Solicitation and Non-Disclosure last for 18 months subsequent to the end of your employment with the Company, for whatever reason, remains in full force and effect and is incorporated into this Agreement for reference.
9. Termination Provisions.
 - a. *For Cause Prior to Termination Date.* The Company agrees that it will not terminate this New Agreement during the Senior Adviser Employment Period unless it terminates for "Cause", as such term is defined by the Sabre Executive Severance Plan. Should the Company terminate this New Agreement for Cause you will receive only the annual base salary earned, but unpaid, as of the date the Company terminates your employment and any unreimbursed business expenses (the "Final Paycheck"). Provided, however, that prior to any termination for Cause,

the Company will provide you with written notice providing reasonable detail regarding the specific circumstances of such alleged Cause and a 30-day period in which to cure the alleged reason. Should you cure or be diligently working to cure the alleged reason in the 30-day period, Cause will not exist to terminate your employment.

- b. *On Termination Date.* Should your employment end on the Termination Date as contemplated by this New Agreement, the Company will provide you with the Final Paycheck and a general release agreement (the "Release") offering you, in exchange for a full release of claims, a lump sum cash severance benefit payment equivalent to the sum of 6 months of the base salary (as set out above in Paragraph 5) and the amount necessary to continue your insurance coverages under COBRA (at the same coverage levels and for the same dependents that were covered just prior to your last day of employment) for a period of 12 months (the "Severance Benefits").
- c. *By You Prior to Termination Date.* Should you resign your employment with the Company prior to the Termination Date you will receive the following: the Final Paycheck. Should your employment end prior to the Termination Date due to your Death, the Company will provide you with 1) the Final Paycheck, 2) a lump sum cash payment equivalent to the remaining base salary you would have received had you remained employed with the Company through the Termination Date, and 3) reimbursement for COBRA insurance expenses for your dependents for 18 months of through the end of 2023.

/s/ David Shirk

David Shirk

SABRE CORPORATION

/s/ Shawn Williams

Shawn Williams

EVP and Chief People Officer

Sabre Announces Leadership Changes to Accelerate Execution of its Strategy

Company appoints travel industry veteran Kurt Ekert President of Sabre, separating the roles of President and Chief Executive Officer

Sean Menke to continue as CEO with keen focus on executing Company's strategic plans to achieve its vision and unlock stakeholder value

SOUTHLAKE, Texas – Dec. 15, 2021 – Sabre Corporation (NASDAQ: SABR), the leading software and technology company that powers the global travel industry, announced today that it has appointed industry veteran Kurt Ekert President of Sabre, separating the roles of president and chief executive officer as part of the company's ongoing efforts to build a leadership team for the future of Sabre. The appointment will take effect January 3, 2022. Ekert will oversee all aspects of the company's business and technology operations, including the company's technology transformation. He will report to Sean Menke, who will continue to serve as CEO with a focus on accelerating the execution of the company's strategic plans to focus and strengthen its business, achieve its vision and deliver long-term value to its stakeholders.

Sean Menke, Sabre's chief executive officer stated, "We are thrilled to have Kurt join Sabre as President during this pivotal phase in our transformation journey. He brings extensive global operating leadership and a deep understanding of the travel technology ecosystem. Kurt's disciplined and accountable approach coupled with his understanding of what our customers need in an evolving marketplace make him an ideal individual to step into this leadership role.

Menke continued, "We firmly believe in a broad, global recovery, across both corporate and leisure travel. We are focusing our strategic efforts to capitalize on post-pandemic opportunities and unlock shareholder value – all with an eye toward achieving our bold vision to create a new marketplace for personalized travel. The appointment of Kurt as President – with his extensive industry experience, especially in corporate travel management and global distribution – is a critical step toward achieving that goal."

About Kurt Ekert

Ekert has recently served five years as president and CEO of Carlson Worldwide Travel (CWT). There, he engineered a digital transformation and delivered material growth, highlighted by \$7 billion in new business wins. Ekert brings a deep background in distribution, including as Executive Vice President and Chief Commercial Officer at Travelport Worldwide, Ltd, where he led the operational turnaround that enabled a successful IPO in 2014. He also previously held executive roles at Gulliver's Travel Associates (GTA), Orbitz Worldwide, Cendant and Continental Airlines, and multiple board roles including at eNett and Carlson Travel Inc.

Commenting on his appointment, Ekert stated, "Sabre's people and its compelling product offerings and customer relationships position the business well for the dynamic changes ahead in the travel sector. I am excited to partner with Sean and the global team to drive world-class innovation and performance."

At Sabre, Ekert will have direct responsibility for the company's travel solutions and hospitality solutions businesses, technology engineering and operations and Sabre Labs. Along with Ekert, the company's finance, legal, human resources and communications functions will report to Menke.

Dave Shirk Moving into Senior Advisory Role

The company also announced that effective January 1, 2022, Dave Shirk has elected to step down as President of Travel Solutions. Shirk will serve as a senior advisor to Menke and Ekert through 2022.

Menke continued, "The travel ecosystem looks very different than it did 20 months ago, and while it presented challenges for many, including Sabre, we believe the time has also proven valuable in other ways – giving us the opportunity to accelerate our technology transformation and deliver industry-first capabilities that our customers truly value. We appreciate Dave's contributions to our achievements and his leadership over the years. We head into 2022 emboldened in our belief that Sabre will continue to be a driving force for change in travel and we remain steadfast in our commitment to helping our customers operate more efficiently, drive revenue and deliver travel experiences that benefit travelers, travel suppliers, and agencies."

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About Sabre Corporation

Sabre Corporation is a leading software and technology company that powers the global travel industry, serving a wide range of travel companies including airlines, hoteliers, travel agencies and other suppliers. The company provides retailing, distribution and fulfillment solutions that help its customers operate more efficiently, drive revenue and offer personalized traveler experiences. Through its leading travel marketplace, Sabre connects travel suppliers with buyers from around the globe. Sabre's technology platform manages more than \$260B worth of global travel spend annually. Headquartered in Southlake, Texas, USA, Sabre serves customers in more than 160 countries around the world. For more information visit www.sabre.com.

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Contacts:

Media

Kristin Hays

kristin.hays@sabre.com

Heidi Castle

heidi.castle@sabre.com

sabrenews@sabre.com

Investors

Kevin Crissey

kevin.crissey@sabre.comsabre.investorrelations@sabre.com**Forward-Looking Statements**

Certain statements herein are forward-looking statements about trends, future events, uncertainties and our plans and expectations of what may happen in the future. Any statements that are not historical or current facts are forward-looking statements. In many cases, you can identify forward-looking statements by terms such as “accelerate,” “expect,” “future,” “believe,” “plan,” “guidance,” “outlook,” “anticipate,” “will,” “forecast,” “continue,” “strategy,” “estimate,” “project,” “may,” “should,” “would,” “intend,” “potential” or the negative of these terms or other comparable terminology. Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause Sabre’s actual results, performance or achievements to be materially different from any future results, performances or achievements expressed or implied by the forward-looking statements. The potential risks and uncertainties include, among others, the severity, extent and duration of the global COVID-19 pandemic, including any variants, and its impact on our business and results of operations, financial condition and credit ratings, as well as on the travel industry and consumer spending more broadly, the actions taken to contain the disease or treat its impact, including travel restrictions, the effectiveness and rate of vaccinations, the effect of remote working arrangements on our operations and the speed and extent of the recovery across the broader travel ecosystem, dependency on transaction volumes in the global travel industry, particularly air travel transaction volumes, including the impact of changes in these transaction volumes from airlines’ insolvency, suspension of service or aircraft groundings, the effect of cost savings initiatives, the timing, implementation and effects of the technology investment and other strategic initiatives, the execution and effects of our strategic plans and vision, the completion and effects of travel platforms, travel suppliers’ usage of alternative distribution models, exposure to pricing pressure in the Travel Solutions business, changes affecting travel supplier customers, maintenance of the integrity of our systems and infrastructure and the effect of any security breaches, failure to adapt to technological advancements, competition in the travel distribution market and solutions markets, implementation of software solutions, reliance on third parties to provide information technology services and the effects of these services, the execution, implementation and effects of new, amended or renewed agreements and strategic partnerships, including anticipated savings, dependence on establishing, maintaining and renewing contracts with customers and other counterparties and collecting amounts due to us under these agreements, dependence on relationships with travel buyers, our collection, processing, storage, use and transmission of personal data and risks associated with PCI compliance, our ability to recruit, train and retain employees, including our key executive officers and technical employees, anticipated effects of changes in executive officer roles, the financial and business results and effects of acquisitions and divestitures, the effects of any litigation and regulatory reviews and investigations, adverse global and regional economic and political conditions, including, but not limited to, economic conditions in countries or regions with traditionally high levels of exports to China or that have commodities-based economies and the effect of “Brexit”, risks arising from global operations,

reliance on the value of our brands, failure to comply with regulations, use of third-party distributor partners, the effects of the implementation of new accounting standards, and tax-related matters. More information about potential risks and uncertainties that could affect our business and results of operations is included in the “Risk Factors” and “Forward-Looking Statements” sections in our Quarterly Report on Form 10-Q filed with the SEC on November 2, 2021, in our Annual Report on Form 10-K filed with the SEC on February 25, 2021 and in our other filings with the SEC. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future events, outlook, guidance, results, actions, levels of activity, performance or achievements. Readers are cautioned not to place undue reliance on these forward-looking statements. Unless required by law, we undertake no obligation to publicly update or revise any forward-looking statements to reflect circumstances or events after the date they are made.