

**CONDITIONS APPLICABLE TO PORTAL EMPRESAS (BUSINESS PORTAL)/TRAVEL AGENCIES  
JETSMART AIRLINES**

These Conditions, applicable to Companies and Travel Agencies (the "Conditions"), will govern the legal relationship between JetSMART Valle Airlines SpA, Rol Unico Tributario (Tax ID number) N° 76.574.879-8, domiciled at Avenida Del Sur 650, office 61, Huechuraba, Santiago, Chile and/or JetSMART Airlines S.A., CUIT (Unique Tax ID number) 30-71521296-6, domiciled at Calle Suipacha 1111, 18<sup>th</sup> floor, in the City of Buenos Aires, Argentina (both jointly or indistinctly "JetSMART") and the Travel Company/Agency duly identified on the subscription page at the end of these Conditions (the "Agency"):

**1. Background.**

1.1 JetSMART Airlines SpA, is an established business in accordance with the laws of the Republic of Chile, which is dedicated to the national and international air transport of passengers.

JetSMART Airlines S.A. is an established business in accordance with the laws of the Republic of Argentina, which is dedicated to the national and international air transport of passengers. Both are established in Brazil and are authorized to operate the international air transport of passengers.

1.2 The Company/Agency is a company established in accordance with the laws of the Republic of Chile/Brazil, which declares to have vast experience in the sales of air tickets and related services, as well as systems, technology, its own staff and suitable procedures, in accordance with the highest industry standards, for such purposes.

**2. Purpose.**

2.1 The purpose of these Conditions is to allow the subscribing Company/Agency to purchase tickets on flights operated by JetSMART and JetSMART's optional services.

2.2 Thus, the Company/Agency, subject to compliance with these Conditions, the booking procedures reported from time to time by JetSMART, and the General Conditions of the JetSMART Passenger and Baggage Air Transport Contract and the applicable Special Regulations (collectively the "JetSMART Contract of Transport Conditions"), through a direct connection (API) to JetSMART's inventory and/or through access to a web portal specially set up for this purpose by JetSMART (the "Connection") may purchase, offer and sell air tickets, on flights operated by JetSMART and the optional services that JetSMART makes available.

2.3 Consequently, the Company/Agency may obtain on behalf of their client, the purchase of Tickets and JetSMART's Optional Services entering into the corresponding JetSMART Contract of Air Transport of Passengers and Baggage, being its sole responsibility the collection of the values paid by such passenger, including fares, prices of optional services, aviation taxes, and other amounts that apply.

**3. Terms and obligations related to the Connection and selling of JetSMART Tickets and Optional Services.**

3.1 Under no circumstances the Company/Agency may modify or misleadingly, incompletely or inappropriately inform customers about the Conditions of JetSMART's Transport Contract or the final price, other essential conditions or basic commercial information of the service contracted from JetSMART.

3.2 The Company/Agency in connection with JetSMART services, may not give any warranties or representations other than those expressly authorized by JetSMART from time to time.

3.3 The Company/Agency shall limit itself to the Particular JetSMART Regulations of the contracted service and to JetSMART's express instructions as to the possibility of making changes to tickets, optional services, or other variations.

3.4 Given that the JetSMART fare does not admit reimbursement, right of retraction, or refunds, the Company/Agency is not allowed to make any reimbursement or refund, except with the express written authorization of JetSMART for exceptional cases or in which it proceeds in accordance with the law applicable to the transport in question. Also, in all cases in which the refund of aviation applies, taxes should be requested directly by the buyer of the tickets and their refund will be made directly to the original means of payment through the channels that JetSMART provides for this purpose in accordance with the law.

3.5 The Connection of the Company/Agency must always be direct via API and/or through JetSMART web site, unless, temporarily and limited, for some justified reason, it is necessary for the Company/Agency to connect by other means or through a third party, which must be expressly authorized by JetSMART in advance and in writing, at its sole discretion. Such exception must be stated in these Conditions or in a modification to them.

3.6 In its purchase/sale process, the Company/Agency shall offer, in addition to JetSMART flight tickets, the optional services that JetSMART has available for sale, for which the

Company/Agency shall incorporate in its systems, protocols and internal processes the offer and sale of such services, and shall make its best efforts to adapt the systems and sales portals, at its cost, for such purposes and optimize the sale of JetSMART optional services. In the event that, for any reason, the Company/Agency is having difficulties in incorporating into its systems, protocols and internal processes, the offer and sale of optional services that JetSMART has made available, the parties must agree on a plan to solve the limitations that may affect the Company/Agency, through which the latter must undertake in detail the different milestones and deadlines for solving each of these limitations.

- 3.7 Without prejudice to the obligation of the Company/Agency to meet the after-sales requirements related to the services provided by it, including Resolution 400/2016 of the ANAC (National Civil Aviation Agency of Brazil), the parties expressly state that it will be the obligation of the Company/Agency to provide JetSMART all information that the latter requires, in relation to the purchase and/or booking of Tickets and JetSMART Optional services that have been managed by it, as well as all information required to communicate with passengers, including their full names, date of birth, telephone numbers and emails, to allow the proper and timely assistance of such passengers and the sending of notifications by JetSMART. It is hereby stated that this obligation of the Company/Agency is considered essential for JetSMART and failure to comply fully and timely will entitle JetSMART to suspend or immediately terminate the subscription of these Conditions, in addition to compensate JetSMART for the prejudices it may have caused. In relation to the duties contained in this clause, the Company/Agency undertakes the obligation to comply with the applicable legislation on the protection of personal data regarding passengers who have purchased services through them, keeping JetSMART harmless for the potential consequences that its breach could imply.
- 3.8 The use of the Connection by the Company/Agency shall be limited to the operations authorized by JetSMART and following the processes instructed by the latter, preventing and holding the Company/Agency responsible for any misuse, unauthorized, fraudulent, reckless, abusive practice, excessive transactions, that in any way may cause harm to JetSMART or third parties. The Company/Agency is obliged to compensate all damages to JetSMART and affected third parties, and to defend and hold JetSMART, and its executives, agents, employees, directors or subcontractors harmless from any claim, lawsuit or litigation arising from such facts, which are not exclusively attributable to JetSMART's responsibility. Also, the Company / Agency must comply with the regulation defined and previously reported by JetSMART, from time to time, to limit malpractices or abuses in the management of reservations and issuance of JetSMART Tickets and Optional services, including penalties and/or fines that may apply.

3.9 The Company/Agency acknowledges and accepts that the booking system and inventory accessed through the Connection is provided by a third party with whom JetSMART has entered into a contract that imposes various obligations on both JetSMART and those third parties who have access to the booking system. Also declares that it has received and is aware of the technical and safety requirements and conditions and use policies applicable to such Connection that JetSMART reports from time to time, which the Company/Agency accepts and undertakes to comply with, and agrees to enter into a confidentiality agreement, in the terms and conditions required by the supplier of the booking system and inventory. Likewise, the Company/Agency declares that they know and accept that the booking and inventory system, the Connection and other JetSMART systems and platforms are not free from errors, intermittency, problems arising from internet services and third party connections, or software or hardware defects, for which JetSMART is released from any liability for damages that may be caused to the Company/Agency, customers or third parties, except those caused by gross negligence or fraud on the part of JetSMART or its dependents.

Likewise, the Company/Agency declares that they know and accept that for the purposes of the provisions contained in clause 3.5 of these Conditions, in the event that they have access to JetSMART's inventory through a third party, the connections and other systems and platforms necessary to make the connection will be arranged and managed exclusively by such third party and that these are not free of errors, intermittency, problems arising from Internet services and connections of third parties, or software or hardware defects, for which JetSMART is released from all liability for damages or losses that may be caused to the Company/Agency, customers or third parties..

3.10 The Company/Agency will be solely responsible for its activities as a Travel Company/Agency, releasing JetSMART from any liability arising therefrom. As for JetSMART, they will be exclusively responsible for passenger and optional air transport services, releasing the Company/Agency from any responsibility with respect to the same.

3.11 When generating a JetSMART ticket reservation, the Company/Agency must enter the following identification data for each passenger in the JetSMART system: name, date of birth, gender, surname, ID or passport number, address, telephone number, e-mail address, among others, as well as any modification thereto. JETSMART will store, use and dispose of such data in accordance with its privacy policy and the Conditions of JetSMART Contract of Transport. It is stated that this obligation of the Company / Agency is considered essential to JetSMART and the failure to comply fully and timely with the same will entitle JetSMART to suspend or terminate immediately the subscription of these Conditions, in addition to the obligation of the Company/Agency to compensate JetSMART for the prejudices they have caused.

- 3.12 JetSMART will allow the Company/Agency access through the Connection by providing a Primary User and a password, through which the Company/Agency may review flight availability, ticket reservations, modification of reservations, and other actions that JetSMART authorizes through the Connection. The use given to such user and password and the hierarchy of users within the Company/Agency will be the sole responsibility of the Company/Agency and must comply with these Conditions and the procedures defined by JetSMART. In the case of Web portal connection, if applicable, the Company/Agency may also incorporate and remove, under its responsibility Additional Users, who could be their employees or agents, all of which will be the sole and exclusive responsibility of the Company/Agency.
- 3.13 The Company/Agency is obliged to inform JetSMART in writing of the full name and ID of the person designated as Primary User and of any Additional User. The Company/Agency will be the only and exclusive responsible for the correct use and care of the Main User, Additional Users and the respective passwords, which can only be used by the people who have been duly designated and informed to JetSMART. Moreover, it is expressly stated that the Company/Agency will not be able to allow access through the Connection to any third party other than those expressly authorized by JetSMART, whether this occurs through the request of Additional Users, through the disclosure of data relating to the Primary User and/or their password and/or through any other means or procedure.
- 3.14 The Company/Agency is obliged to remove passwords and users immediately from those who for any reason leave or stop working for the Company/Agency, or are assigned to another function. Without prejudice to the foregoing, the Company/Agency will remain at all times responsible for any misuse that is made by the intended users, and must hold JetSMART harmless from any damage caused. Also, JetSMART, without any responsibility, may at any time temporarily suspend or deactivate or permanently cancel the User and Password.
- 3.15 In addition, the Company/Agency releases JetSMART from all liability related to movements made by any user of the Company/Agency, and undertakes to compensate, defend and hold JetSMART, as well as its executives, agents, employees, directors or subcontractors, in their property or persons, as well as third parties, harmless from any liability, controversy, claim, lawsuit, judicial or extrajudicial complaint, against charges or damages that result in any cost, expense, fee or legal liability arising from improper or negligent use by the Company/Agency, their authorized individuals, Primary User, Additional Users, subsidiaries, related persons and any person responsible for the key provided, for causes not attributable to JetSMART.

- 3.16 The Company/Agency shall not be entitled to demand any commission, incentive or payment from JetSMART under any circumstances.
- 3.17 Without prejudice to the provisions of the preceding paragraph, the Company/Agency may freely determine within the process of selling JetSMART tickets those amounts that will be charged as commission to customers for the services provided to them (hereinafter and jointly the "Commission" or "Agency Fee") as appropriate. JetSMART will have no responsibility or intervention whatsoever on the determination of the Commission, which will be informed and charged by the Company/Agency to customers in case of corresponding compliance with the applicable regulations of consumer protection and/or tourism and/or commercial loyalty applicable to the contract. It shall be the obligation of the Company/Agency to issue the invoice or tax document corresponding to customers for such Commission.
- 3.18 In the event that the Company/Agency wants to add an Agency Fee through the Connection, the amount or percentage thereof may be added, as previously determined and approved by its customer, in a section/field of the purchase form through the Connection, in which case JetSMART shall include said Agency Fee (Fee A.) in the purchase receipt sent to each passenger who is a customer of the Company/Agency
- 3.19 The Company/Agency expressly declares that the determination of the Commission, if any, is freely and independently determined, that they have complied with the applicable laws and have diligently trained their employees and representatives in matters of regulatory compliance.
- 3.20 The Company/Agency declares that the customer has given its informed consent and has all the representation rights that may be necessary for the incorporation of the Agency Charge and the other conditions that may be determined in the purchase of JetSMART Tickets and Optionals on behalf of its customer through the Connection, being therefore authorized to validly enter into the corresponding JetSMART Passenger and Baggage Air Transport Contract on their behalf.
- 3.21 The Company/Agency releases JetSMART from all liability related to the origin of the Commission, the determination of its amount, the payment thereof by the customer, any applicable taxes, the absence of the customer's informed consent or the lack of powers to represent the customer in the purchase of services provided by JetSMART, and/or with any breach or legal infraction by the Company/Agency in relation to its services and/or the Agency Fee charged. Additionally, the Company/Agency agrees to indemnify, defend and hold

JetSMART, its executives, agents, employees, directors or subcontractors, in their assets as well as personally, harmless from any liability, controversy, claim, demand, judicial or extrajudicial complaint, fine, against charges or damages that result in any cost, expense, fee or legal liability related to the origin of the Commission, the determination of its amount, the payment thereof by the customer, any applicable taxes, the absence of the customer's informed consent or the lack of powers to represent the customer in the purchase of the services provided by JetSMART, and/or with any breach or legal infraction by the Company/Agency in relation to its services and/or the Agency Fee charged.

3.22 The Company/Agency shall pay for tickets and optional services in accordance with the Debit Account Procedure established by JetSMART which may be modified from time to time by JetSMART, the terms and characteristics of which the Company/Agency declares to know and accept. Likewise, in the event that the Company/Agency includes a Commission in the purchase process of tickets and/or optional services through the Connection, by virtue of the provisions of paragraph 3.18 above, its treatment will be regulated in accordance with the terms and characteristics of such Debit Account Procedure. Notwithstanding the foregoing, at the request of the Company/Agency and after evaluation of certain conditions by JetSMART, at the discretion of the latter, a payment mechanism different from the Debit Account Procedure described above may be agreed, in which case the Company/Agency must subscribe and accept the applicable conditions and procedures. See Annex; Request for Debit Agreement.

3.23 JetSMART will apply a charge per sales channel ("Channel Fee") to each ticket sold by the Agency, the amount of which will be determined at JetSMART's discretion, from time to time, and informed in a timely manner to the Company/Agency and incorporated into JetSMART's booking system for all tickets purchased/sold by the Company/Agency under these Conditions.

3.24 JetSMART may charge the Company/Agency for managing the collection of the Agency Fee ("Collection Fee"), in the event that the Company/Agency includes such Agency Fee directly in the process of purchasing tickets and/or optional services through the Connection, pursuant to paragraph 3.18 above. The amount of the Collection Fee shall be determined at JetSMART's discretion, from time to time, and timely informed to the Company/Agency and incorporated into JetSMART's booking system for all tickets purchased/sold by the Company/Agency under these Conditions.

3.25 The Company/Agency may not represent, declare or create the appearance of being a JetSMART office, a JetSMART general agent, a commercial representative referred to in Law 4.886/65 of the Federative Republic of Brazil, or any similar name.

3.26 The Company/Agency acknowledges ownership of the trademarks, domain names, logos, trade names, advertising slogans and phrases and any other intellectual property rights of JetSMART ("Intellectual Property of JetSMART). These Conditions do not grant any license to use the Intellectual Property of JetSMART, or transfer, alienation or sale or any right over it. Notwithstanding the foregoing, in order to use the trademark or logo of JetSMART in their advertising and marketing materials, JetSMART may grant the Company/Agency for such purposes, a limited license free, non-exclusive through prior express written authorization.

#### **4. Records, information and audit.**

4.1 The Company/Agency, in accordance with the applicable regulations, shall properly keep the information, records and endorsements of the transactions and contracts made under these Conditions, which shall be stored and made available for review or duplication by JetSMART for a period of at least two (2) years, unless the applicable regulations of the country where the transaction was made require a longer period.

4.2 The Company/Agency will promptly respond to reasonable requests from JetSMART to provide relevant information and background information to verify compliance with the conditions necessary to perform the selling of JetSMART services in accordance with these Conditions complying with the timely and transparent delivery of information to consumers required by law and in particular those obligations outlined in clause 6.

4.3 JetSMART is empowered to request the Company/Agency, at any time and without expression of cause, the issuance and delivery of reports or periodic reports relating to sales, changes and/or cancellations of Tickets and JetSMART's Optional services, as well as any other matters covered by these Conditions, which must be prepared and submitted within the deadline.

#### **5. Duration.**

5.1 The legal relationship between JetSMART and the Company/Agency under these Conditions will extend from the date of subscription and will continue indefinitely until it is terminated in accordance with these Conditions.

5.2 Either party may terminate such legal relationship, at any time, without compensation of any kind and without expression of cause, by sending written notice to the other party, at least



thirty (30) days in advance to the intended termination date. In addition, either party may terminate it immediately, giving written notice to the other party, if (i) either party becomes insolvent, or its liquidation or the commencement of bankruptcy or reorganization proceedings in respect thereof is ordered; and/or (ii) such other party is in serious breach of any of their obligations as set forth in these Conditions.

- 5.3 Notwithstanding the foregoing, it is hereby agreed that the termination of the relationship between the parties hereunder, for any reason, shall not terminate those clauses which by their nature are intended to take effect after such termination.

## **6. Regulatory compliance.**

6.1 The parties shall comply with and cause their related individuals and subcontractors to comply with all laws and regulations applicable to the parties with respect to matters covered by these Terms, including, without limitation, those relating to anti-corruption laws, to prevent money laundering, the adequate protection of personal data and not to take action and cause their related individuals not to take action of any nature that contravenes such laws or regulations. In addition, they must strictly comply with the applicable regulations regarding the protection of consumer rights, in particular, but not limited to the process of selling JetSMART Tickets and Optional services. Consumers must be informed in a clear and timely manner of the final price, basic conditions of contract and other essential terms of the service contracted, as well as the application of any commission or charge for the purchase of tickets and/or optional services. Likewise, the Company/Agency must inform their consumers that in the sale of JetSMART Tickets and Optional services carried out: (i) by means of meetings convened or arranged for such purpose, in which the consumer must express their acceptance within the same day of the meeting; (ii) by means of contracts entered into by electronic means; and, (iii) by means of the acceptance of offers made through catalogues, notices or any other form of distance communication, the right of withdrawal established in article 3 bis of Law 19496, on the Protection of the Rights of Consumers in force in Chile, shall not apply, as well as the power of revocation of the acceptance of the offer provided by Law 24.240 of the Argentine Republic, in view of the provisions of Resolution MEyOySP 1532/1998 in its relevant part, shall not apply. The right of withdrawal in Colombia will not apply either when it comes to promotional fares as established in the Colombian Aeronautical Regulations. For Brazil the provisions of resolution No. 400 of the ANAC - National Civil Aviation Agency regarding the right of retraction will apply.

6.2 The parties certify that the Company/Agency must truthfully and timely inform consumers of all relevant characteristics of the goods and services offered by them, as well as the JetSMART Tickets and Optional services, especially contained among them but not limited to the contracted fare, their characteristics and price, the services included in it, the baggage allowance, the conditions, characteristics and values of the optional services available, the application of any contractual or legal fee or charge, and in general all the Conditions of the JetSMART Contract of Transport.

6.3 Likewise, the parties must take the necessary safeguards for the protection and correct use of personal data of their customers and passengers, with due diligence, in compliance with the provisions of Law No. 19,628 on the protection of privacy, as well as Law 25,326 of the Argentine Republic on the Protection of personal data, and also Laws 12,965/2014 and 13,709/18 of the Federative Republic of Brazil on the protection of personal data, and the applicable law for each jurisdiction where the Company conducts business.

6.4 In the event that the Company/Agency uses the personal data of customers or passengers for a purpose other than the sale of JetSMART Tickets and Optional services, or others authorized by law, the Company/Agency hereby releases JetSMART from any liability for such transfer, storage, processing, assignment or violation of them and will defend and hold JetSMART harmless in case of any claim, complaint and/or lawsuit resulting from such use, processing, sending or transmission of information, as well as acts performed by any third party to whom they have sent personal data.

## **7. Confidentiality.**

7.1 The parties agree to maintain the strictest confidence and confidentiality in all confidential information they receive from the other party, and will not disclose to any third party in any way the confidential information or any part thereof, or use such confidential information for any other purpose not covered by these Conditions.

7.2 Notwithstanding the foregoing, the receiving party may transmit confidential information to those of their agents, representatives, advisors, employees, auditors and, to agents, representatives, advisors, employees, auditors of their related companies or subsidiaries, who need to know the confidential information for the proper execution of these Conditions, or to carry out internal or external audits to the receiving party, or their related companies or subsidiaries. The parties agree that they will be responsible for their agents, representatives,

advisors, employees, and auditors regarding their obligations under these Terms and Conditions.

7.3 No breach of these Conditions shall result from disclosure by a receiving party when required to do so by a competent public authority, or when required to disclose confidential information by applicable law or regulation. The foregoing, provided that before disclosing the Confidential Information, they must immediately notify the reporting party of the authority's request (unless such prior notification is prohibited).

7.4 For the purposes of these Terms, "confidential information" means any information of a confidential nature, such as database, business plan, sales strategy, promotion, offer, or information of availability, knowledge and information which is given or to which the other party has access, by any means.

#### **8. No employment relationship.**

Neither the Company/Agency nor the staff assigned by them for the execution of these Conditions are subject to any subordination or dependence of JetSMART. The Company/Agency is obliged to fully comply with labor, tax and social security legislation in force in all employment contracts with the employees used in relation to these Conditions. Therefore, it is the exclusive responsibility of the Company / Agency the payment of any fine and/or pecuniary penalty and/or compensation of any kind, for cause or occasion of the omission or partial and/or inopportune performance of the above obligations, including especially any compensation for moral damages that may result from contractual or non-contractual liability and may be directly and/or indirectly related to these Conditions.

#### **9. General provisions.**

9.1 JetSMART may modify the Conditions at its sole discretion, by written notice sent to the Company / Agency ten (10) calendar days prior to the effective date of the modification, to the email or address provided by the Company/Agency.

9.2 The Company/Agency may not transfer or assign in any way their rights and obligations under these Conditions, unless they have the prior written consent of JetSMART.

9.3 Each party shall be responsible for the payment of the taxes and duties to which it is legally entitled, as well as for the fulfilment of the other obligations established by the applicable legal provisions.

- 9.4 The headings used in the clauses of these Conditions have the unique function of identification, so for the interpretation, integration and compliance with the rights and obligations arising from this instrument, the parties will exclusively refer to the express content of each clause.
- 9.5 The object of these Terms shall not be construed as the formation or creation of a Company/Agency, partnership, alliance or any other entity that gives rise to liability on the part of one party for the actions of the other. Each party shall act independently and not as an agent, partner, representative or employee of the other. Under these Terms neither party has the authority to assume obligations or responsibilities on behalf of the other.
- 9.6 These Terms and Conditions give full account of and govern the legal relationship between the parties and replace or supersede any other oral or written agreement between them.
- 9.7 All notices or notifications under these Conditions will be made by registered letter, certified return receipt letter or e-mail, to the addresses indicated at the end of these Conditions in the case of the Company/Agency, and those specified in the header thereof in the case of JetSMART, which additionally establishes the following e-mail address for purposes of receiving notices or notifications: [ventascorporativas@jetsmart.com](mailto:ventascorporativas@jetsmart.com). Any of the parties may change these addresses, giving the corresponding written notice to the other party, by registered letter, certified return receipt letter or e-mail, and until such change is verified in the manner indicated, the last address and e-mail address known by the parties through the mechanisms indicated will be valid for all purposes of these Conditions.
- 9.8 The Company/Agency expressly declares that the legal representative who signs these Conditions is authorized and has sufficient powers to do so.
- 9.9 For all the legal effects derived from the present Conditions, the parts establish their domicile in the Santiago and are submitted to the jurisdiction of their Courts of Justice. In the case of internal flights in the Argentine Republic -JetSMART Airlines S.A.- by exception of the preceding principle, the Federal Civil and Commercial Courts located in the City of Buenos Aires will be competent. For the obligations constituted in the Federative Republic of Brazil, by exception of the preceding principle, the Brazilian courts shall be competent.

## 10. User Functions

10.1 The Company/Agency accepts the conditions of use of this portal, assuming roles and/or hierarchies among the users that will make available for the daily use of this platform.

10.2 The Company/Agency accepts roles assigned by the account administrator, which vary between Administrator, Agents and Supervisors.

10.3 The Company/Agency assumes full responsibility for the veracity of previously entered contact details and what this would imply in future cases, and also accepts that the administrator is the legal representative within the organization created.

JetSMART reserves the right to approve the creation of Company/Agency in our system within 24 working hours from the submission of the application in the portal.

- a) **Agent:** They have access to the flight itinerary that JetSMART has available on its website ([www.jetSMART.com](http://www.jetSMART.com)), they have access to review current issued reservations, they can edit their own personal information, they can see the amount of debit available for purchase, they are allowed to download the report of purchases made by the Company/Agency. **They are not authorized to purchase or make use of available debit.**
  
- b) **Supervisor:** They can do everything the agent is allowed to do. Additionally, they can make unsupervised purchases, have direct access to the available debit amount on the account. They have access to downloading reports of purchases made by the Company/Agency.
  
- c) **Administrator:** They are allowed to do everything the Supervisor is allowed to do. Additionally, they can manage (add and delete users, assign roles) users of their account, such as agents and supervisors. It is the only role with permission to modify other users' passwords. They have direct access to downloading purchase reports made by the Company/Agency.

## ANNEX

### Request for Debit Agreement

FIRST. - By means of this instrument, the Travel Company/Agency (hereinafter also the Applicant) duly represented, requests JetSMART Airlines SpA (hereinafter also JetSMART) to establish a Debit Agreement (the Agreement) for the amount to be defined (by the Company/Agency), exclusively for making purchases of passenger air transport services at JetSMART.

SECOND. - Payments can be made by direct online transfer to your Portal/Travel Agency account at [www.jetsmart.com](http://www.jetsmart.com). The amount will be reflected within a minimum period of 15 minutes or a maximum of 24 hours, this will depend on each bank. The minimum or maximum amount to pay is not restricted by our website, this will depend exclusively on the bank you have used. The amount paid can be used partially or totally through the account "Portal Empresas" (Business Portal) at JetSMART.

THIRD. – In the event that in the process of purchasing air passenger transport services in JetSMART through the Connection, the Company/Agency pays a Commission, as defined in the Conditions Applicable to Companies and Travel Agencies, such amount shall be accounted for by JetSMART for the purposes of the payment that the Company/Agency must make to JetSMART, and will be included in the total amount payable by the Company/Agency. However, since this Commission corresponds to the Company/Agency and is charged by the latter to its customer, the amount corresponding to the Commission shall be credited to the Applicant's debit account within the first ten (10) days of the month following the receipt of the corresponding invoice. The amount to be invoiced will be available within the purchase report of each Company/Agency. In the event the Company/Agency does not present JetSMART with the corresponding invoice within six (6) months from the date the Commission was collected, the amount shall be for JetSMART's benefit, and JetSMART shall recognize the total amount of this revenue for its management as collector, to which the Applicant hereby consents. The foregoing is without prejudice to the deduction of the Collection Fee that corresponds to JetSMART if it proceeds in accordance with the provisions of the Conditions Applicable to Companies and Travel Agencies

FOURTH.- The Company/Agency expressly states that they are aware of and accept that the amounts or balances available in their debit account (including the Commissions collected) are not refundable or redeemable in money, and may only be used to pay for tickets and/or optional JetSMART services and, if for any reason JetSMART has to refund or pay any amount to the Company/Agency, regardless of the means of payment originally used by the latter, such reimbursement or payment shall be made exclusively by means of credit to the debit account of the Company/Agency established in accordance with this annex, and JetSMART may not be asked to reimburse or pay such amounts in cash or by any other means.

FIFTH. - For accounting provisioning purposes, the applicant agrees to use the current debit within a maximum of one year from the date of payment. If there is no movement in the account within the stipulated period, JetSMART will be entitled to cancel the account without reimbursement of the balances in force.

SIXTH. - The Debit Agreement to be entered into is applicable in Chile, and is aimed at Natural Persons engaged in the operation of a business and Legal Persons, so that they can make purchases with a charge to the previously indicated debit, in the different business units of the company, through any of its sales channels.

SEVENTH. - The assignment, sale, transfer, or any act or contract that implies or may imply the transfer of the rights that the Applicant acquires through the establishment of a Debit Agreement is prohibited, except with prior written authorization given by JetSMART.

EIGHTH. - The Applicant hereby undertakes to provide JetSMART with all information required for the processing of this application for a Debit Arrangement. Any damage that occurs to JetSMART or the applicant themselves, on the occasion of the delivery of erroneous or late information, provided or to be provided by the undersigned, will be their sole responsibility and they will be held responsible for the damage caused.

NINTH. - For the purposes of this Agreement, the parties shall establish their residence in the City of Santiago de Chile, and consequently submit to the jurisdiction of their courts of law.

## **Company Criminal Liability**

1. The Applicant and JetSMART, hereinafter the parties, expressly declare that they are aware of the provisions of Law No. 20,393 on Criminal Liability of Legal Persons in the Offences of Money Laundering, Financing of Terrorism and Bribery of National and Foreign Public Officials, published in the Official Journal of the Republic of Chile on December 2, 2009, as well as Laws 9.613/98 and 12.846/2013 (Money Laundering and Anti-Corruption Rules) of the Federative Republic of Brazil.

The Parties also declare in this act that they consent, know and understand the terms of the anti-corruption laws of the Argentine Republic, especially the Law of Ethics in the Exercise of Public Function No. 25188 and the Law of Corporate Criminal Responsibility No. 27401, Law No. 25246 on the Prevention of Money Laundering and the International Conventions applicable and binding on the Argentine Republic ("Anti-Corruption Rules") and declare that they are not engaged in any activity that constitutes a violation of the provisions of these Anti-Corruption Rules.

2. Therefore, the undersigned agrees to:

- a. Participate only in legitimate business that do not violate current legislation.
- b. Adopt efficient and effective internal controls that prevent the perpetration of the crimes indicated in Law No. 20,393 by their own workers, avoiding the incurrance of criminal liability as a legal person. In this regard, the Applicant declares that neither the Applicant nor any of their workers have been convicted for the aforementioned conduct.
- c. Report to JetSMART's Crime Prevention Officer any payment, transaction or the occurrence of any criminal conduct contemplated in Law No. 20.393, and in general, report any suspicious conduct of the Applicant's Employees that may involve their criminal liability or JetSMART's.
- d. Perform, when required by JetSMART and at their own cost, to carry on independent audits that seek to establish compliance with Law N°20.393.
- e. Cooperate in a timely manner and act in good faith with any investigation conducted by JetSMART concerning the knowledge or evidence that they have regarding the conduct established in Law No. 20,393 or behavior that is contrary to the JetSMART Code of Ethics;
- f. Not make any kind of undue or illegitimate payment on behalf of JetSMART and its affiliates, or for their benefit, to public administration officials of any kind of division.
- g. Immediately take all necessary steps to clarify facts that show characteristics of any of the crimes contemplated in Law No. 20.393, that breach the rules and principles reported by the MPD or any violation to the rules and principles reported in the Code of Ethics of JetSMART by any Applicant's employee and avoid any potential damage to the assets or reputation of JetSMART, for such behaviors and;
- h. Hold JetSMART harmless from any damage caused to their reputation, integrity, image, or any other property damage, as a result of engaging in behavior contrary to the provisions of the aforementioned Act or this contract, for which JetSMART reserves all appropriate legal actions.



Failure by the Applicant to comply with any of the obligations set forth in this clause shall entitle JetSMART to terminate immediately the contract arising under this application, without JetSMART resulting in any liability whatsoever, and without prejudice to any rights and actions that may arise in their favor, for such failure. Likewise, for the purposes of this Clause, each of the Parties hereby also declare that:

- (a) they did not, do not or will not infringe the Anti-Corruption Rules;
- (b) during the term of this Contract, they have already implemented or are obliged to implement an integrity program (and effective training for the prevention and detection of violations of the Anticorruption Rules and of the requirements established in this Clause (cf. Art. 22 Law 27401);
- (c) they are aware that any activity that infringes the Anti-Corruption Rules is prohibited and that they understand the possible consequences of such a breach.

**SECTION APPLICABLE TO BUSINESS PORTAL/TRAVEL AGENCIES ESTABLISHED IN BRAZIL:**

- (A) The Company/Agency agrees to respect and comply with all laws and other regulations concerning their activities, including Resolution No. 400 of ANAC - National Civil Aviation Agency;
- (B) They are further obliged to comply with the provisions of Resolution 218 of the ANAC -- National Civil Aviation Agency, posting on their website information on the percentages of delays and cancellations of JetSMART Airlines flights, in the terms set forth in Article 10 and the paragraphs of that Resolution.
- (C) With reference to the provisions of clause 6.1 of the "Conditions", for contracts of transportation originating in Brazil, which warns about the right of withdrawal provided for in Article 11 of Resolution 400 of the ANAC, the Company/Agency should take it into account for providing correct information to their consumers.

Date: 21<sup>st</sup> of August, 2020