

## Confidentiality and Non-Disclosure Agreement

1. This Confidentiality and Non-Disclosure Agreement (“Agreement”) dated as of \_\_\_\_\_, 2021 is entered into by LATAM Airlines Group S.A., with a principal place of business at Avenida Presidente Riesco 5711, Piso 19, Las Condes, Santiago, Chile and a business address in the United States at 6500 N.W. 22<sup>nd</sup> Street, Miami, Florida 33122 (“LATAM”), and \_\_\_\_\_, located at \_\_\_\_\_ (“\_\_\_\_\_”), referred to herein singularly as “Party”, or collectively, the “Parties”, to assure the protection and preservation of the confidential and/or proprietary nature of information to be disclosed by each party to the other party (“Evaluation Material”) (in each such case, the party disclosing such information is hereinafter referred to as the “Disclosing Party” and the party receiving such information is hereinafter referred to as the “Receiving Party”) in connection with \_\_\_\_\_ and for such other purpose(s) for which the Disclosing Party is disclosing such information to the Receiving Party (the “Purpose”).

2. For purposes of this Agreement, "Evaluation Material" shall mean any and all oral, written, printed or other information, including financial, technical and commercial information, concerning the business and affairs of the Disclosing Party which has been or may hereafter be provided to Receiving Party by the other, and any and all oral, written, printed or other material, information or conversations derived from such material. Evaluation Material shall not include information which: (i) becomes generally available to the public other than as a result of disclosure by the Receiving Party or an Authorized Person thereof, (ii) was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not bound by a confidentiality agreement with or other contractual, legal, or fiduciary obligation to the Disclosing Party. The Receiving Party shall have the burden of proving that any information concerning the business and affairs of the Disclosing Party is not Evaluation Material. The Receiving Party acknowledges that Evaluation Material as defined herein constitutes trade secrets of the Disclosing Party.

3. In addition for purposes of this Agreement, "Authorized Person" shall mean any director, officer, agent or employee of the Receiving Party who reasonably requires access to the Evaluation Material for the purpose of assisting the Receiving Party in considering the Evaluation Materials. Each such person will be informed of the confidential nature of the Evaluation Material and must agree to be bound by this Agreement and not to disclose such information to any person who is not an Authorized Person.

4. In order to permit the Disclosing Party to make the Evaluation Material available, the Receiving Party agrees to cause each Authorized Person to receive and hold all Evaluation Material strictly in confidence and not to disclose Evaluation Material to any person other than an Authorized Person. In the event that the Receiving Party or any Authorized Person is legally compelled to disclose Evaluation Material, the Receiving Party shall provide the other with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party agrees to cause each Authorized Person to furnish only that portion of the Evaluation Material which the Receiving Party or the applicable Authorized Person is advised by written opinion of counsel is legally required and to exercise best efforts to attain assurance that confidential treatment will be accorded such Evaluation Material.

5. The Receiving Party agrees to cause each Authorized Person to use the Evaluation Material solely for the purpose of evaluating such material in connection with those certain purposes or that certain purpose for which the Disclosing Party is disclosing such information to the Receiving Party and not in any way, directly or indirectly, detrimental to the Disclosing Party. No license, or any other property right, under any trademark, trade secret, patent copyright, or any other intellectual property right is granted to the other party or implied by the conveying of Evaluation Material by the Disclosing Party to the Receiving Party.

6. Neither party nor any of their respective stockholders or owners will have any legal obligation of any kind whatsoever to enter into any transaction or other arrangement by virtue of this Agreement. Each Party will be free to conduct or terminate any and all relevant negotiations as such Party in its sole discretion will determine.

7. Should either Party determine at any time that it is not interested in continuing considering the Evaluation Materials or any discussions and/or negotiations in connection to such materials; the Parties to cause each Authorized Person to return promptly all Evaluation Material, including all summaries, records and descriptions made from the same.

8. The Parties also understand that neither of them nor any of their representatives are making any representation as to the accuracy or completeness of the Evaluation Material. Neither Party nor their representatives will have any liability resulting from another reliance on the Evaluation Material.

9. The Parties recognize that a breach of this Agreement would result in irreparable harm to the other and that either Party could not be adequately compensated for such harm by an award of monetary damages. Accordingly, the Parties agree that in the event of any such breach, in addition to all other available remedies, they will be entitled to obtain a restraining order, injunction or decree of specific performance.

10. No party shall assign this Agreement.

11. The Parties have agreed that the provisions of this Agreement shall be effective on the date of first indicated above ("Effective Date"), and may be terminated by either Party upon thirty (30) days prior written notice. Upon termination of this agreement, the rights and obligations arising under this Agreement with respect of Evaluation Material including, without limitation, the obligation of confidentiality shall remain binding upon the Parties for a period of two (2) years.

12. All terms and conditions set out herein shall supersede and replace any terms and conditions implied or communicated by any means between the parties.

13. No provision in this Agreement can be waived or amended except by written consent of both Parties.

14. This Agreement shall inure to the benefit of each of the Parties, their respective successors, assigns, parents, subsidiaries and affiliates. The Parties acknowledge and agree that to the extent that any information is disclosed to the other Party pertaining to any of the Parties' parent, subsidiaries and/or affiliates such information shall be treated as Evaluation Material pursuant to this Agreement.

15. Any judicial determination that any provision of this Agreement is void or unenforceable shall not impair the validity and enforceability of any other provision of this Agreement.

16. No failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

17. Each Party to this Agreement represents and warrants that it has the full right, power and authority to enter into this Agreement, to perform the obligations contained herein and that the execution, delivery and performance of this Agreement will not conflict with or constitute a default under any contract, agreement or other obligation to which it is subject.

18. The laws of the State of Florida shall govern this Agreement and, in the event of litigation, venue shall be assigned to court proceedings in Miami-Dade County, Florida. The prevailing party of any such litigation shall be entitled to recover reasonable attorney's fees and costs at the trial and appellate levels from the non-prevailing party.

By signing below through its authorized representative(s), each Party agrees to be bound to the terms of this Agreement.

**LATAM AIRLINES GROUP      S.A.**

\_\_\_\_\_

Name:  
Title:  
Date:

Name:  
Title:  
Date:

Name:  
Title:  
Date: