

CARGO REWARDS

Loyalty program terms and conditions between Customer and LATAM Cargo

These Loyalty Program Terms and Conditions (the “Agreement”) confirm and contain the understanding between Customer and LATAM Airlines Group S.A. trading as LATAM Airlines Group, LAN Cargo S.A. with trade name LATAM Cargo Chile, ABSA-Aerolíneas Brasileiras S.A. with trade name LATAM Cargo Brasil and Línea Aérea Carguera de Colombia S.A. with trade name LATAM Cargo Colombia (hereinafter, collectively “LATAM Cargo”) regarding the Loyalty Program (the “Program”) between LATAM and Customer.

One: Program Description and Definitions

1. The Program allows a customer of LATAM Cargo to accumulate, in an individual corporate account, LATAM Pass Miles/Points per ton of cargo shipped by the customer using the air waybills of any of the carriers that comprise LATAM Cargo, subject to the terms and conditions of this Agreement.
2. For purposes of this Agreement, the term “LATAM Group” refers collectively to LATAM Airlines Group; LAN Peru S.A. with trade name LATAM Airlines Peru; Aerolane, Líneas Aéreas Nacionales del Ecuador S.A. with trade name LATAM Airlines Ecuador; Aerovías de Integracion Regional S.A., Aires S.A. with trade name LATAM Airlines Colombia; and TAM Linhas Aereas S.A. with trade name LATAM Airlines Brasil. LATAM reserves the right to modify this term at any time without prior notice to the Company.
3. Unless otherwise indicated in this Agreement, the term “Service” refers to the air transportation of cargo provided by LATAM. For the avoidance of doubt, a reservation for the air transportation of cargo by LATAM is not a Service.
4. LATAM Pass Miles/Points are strictly units of measurement of miles earned in the Program, and do not have any monetary, legal, or other value or validity outside of the Program.

Two: Eligibility

In order to become a member of the Program the Customer needs to be a freight forwarder that moves a minimum of 500 tons of cargo with airway bills from LATAM and its cargo affiliates in a calendar year (from January 1st to December 31st).

If the customer meets these requirements, LATAM Cargo will contact the customer and invite them to the Program.

Three: Benefits

1. LATAM agrees to grant to the Company and the Company accepts participation in the Program subject to the terms and conditions of this Agreement, and other applicable terms and conditions of the Program which may be amended from time to time.
2. LATAM Pass Miles/Points are accumulated in the Company’s LATAM Pass account and entitle the Company to use them as a means of payment for passenger tickets on flights

operated by LATAM Airlines or by another participating airline, subject to the current rate published on the payment date of the respective flight.

3. As of January 3rd 2018, the currency of LATAM Pass changes from KMS to Miles/Points. The new currency depends on the country where the account is registered: for US, BR, CA, MX, PY and Europe, the currency will be LATAM Pass Points; for all other countries the currency will be LATAM Pass Miles.

4. For all international markets, the company will accumulate 250 LATAM Pass Miles per kg moved.

5. Tickets must be redeemed through LATAM Pass, subject to LATAM Pass' terms and conditions (https://www.latam.com/en_us/latam-pass/about-the-program/terms-and-conditions/). LATAM will provide the login information for the Company to the email address designated by the Company in this Agreement. Each ticket redeemed by a person authorized by the Company in accordance with paragraph 7.3 below, will be charged against the accumulated LATAM Pass Miles/Points in the Company's account. Available seats are limited. Applicable taxes will be charged separately at the end of the transaction and may be paid by the available payment means in LATAM.com.

6. To redeem awards through LATAM Pass Contact Center (choosing LATAM Pass), the Company must pay the LATAM Pass Service Fee for each ticket issued. If the award is redeemed on LATAM.com, no LATAM Pass Service Fee is applied. The LATAM Pass Service Fee is in addition to departure taxes and applicable taxes and will vary depending on the type of award redeemed and the country of issuance, as detailed in the LATAM Pass fees section set out on https://www.latam.com/en_us/planbook/service-charge/.

7. LATAM Group may also, at any time and at its sole discretion, do promotions that will entitle customers to accumulate Miles/Points LATAM Pass under conditions different from those set forth in this Agreement.

Four: Information

1. The Company shall be responsible for providing to LATAM and keeping updated on its account the following information:

Company Coordinator:

E-Mail:

Address:

Telephone:

2. LATAM does not assume any liability if the Company cannot access its Program benefits because of the Company's failure to deliver required information to LATAM.

3. LATAM reserves the right to investigate the Company's account at any time and without notice, in order to ensure compliance with these terms and conditions. LATAM may deduct any kilometers wrongly credited to a member and likewise, withhold the award of kilometers pending the resolution of any dispute, duly informing the member of such.

Five: Excluded Services

A purchased Service that is not actually rendered shall not entitle the Company to accumulate LATAM Pass Miles/Points.

Six: Use of LATAM Pass Miles/Points

1. If the Company intends to grant a travel agency access to the LATAM Pass website on the Company's behalf, the Company must inform the name and contact person of the travel agency to LATAM promptly upon execution of this Agreement. The Company shall be solely and exclusively liable for all and any losses and damages that LATAM may incur arising from or related to a travel agency's use of the portal on behalf of the Company. The Company's change of travel agency must be approved by LATAM.
2. The redemption of a passenger ticket using Miles/Points shall automatically generate at the time of the ticket's issuance a debit in the Company's account, equal to the Miles/Points used, regardless of whether the passenger ticket is used or not.

Seven: Conditions for purchase and Refund of passenger tickets

1. Passenger tickets redeemed using LATAM Pass Miles/Points shall be subject to all applicable fare restrictions and shall not qualify for group discounts or other discounted fares. Passenger tickets redeemed with LATAM Pass Miles/Points do not accumulate kilometers, points or any other benefit in any frequent passenger program.
2. Neither the passenger tickets redeemed using Miles/Points nor the Miles/Points by themselves may be sold, exchanged or transferred in any way to a third party.
3. The Company is solely and exclusively responsible for ensuring that the LATAM Pass Miles/Points are redeemed by persons authorized by the Company.
4. If the return of an issued award is requested, the Company must pay a fee, which will vary depending on the award and according to the information published on https://www.latam.com/es_us/latam-pass/cargos-latam-pass/. For a reward refund to be given, the ticket must be valid (its validity is one year beginning from the date the ticket is issued), the refund must be requested before the flight's departure and with no legs having been flown and the kilometers that were used for it must not have expired at the time the refund is requested. Refunds can be requested calling LATAM Contact Center (LATAM Pass option). Once the refund has been processed, the Miles/Points that have not expired will be credited again to the Company's LATAM Pass account.

Eight: Expiration of LATAM Pass Miles/Points

LATAM Pass Miles/Points are valid until December 31st of the subsequent year from the date of the Services. Example: For Miles/Points received for services in 2020, all Miles/Points would expire on December 31st 2022. LATAM has no legal obligation to communicate to the Company the expiration date of Miles/Points.

Nine: Account statements

1. The Company can access information from its LATAM Pass account statement by registering and logging onto LATAM.com in the Frequent Flyer section selecting account status. This

statement is the only valid source of information regarding the number of Miles/Points earned, redeemed, and the Miles/Points that are about to expire.

2. LATAM shall credit the Miles/Points earned by the Company in a registered account held by the Company in LATAM Pass, within sixty (60) days from the date the Service was rendered.

3. The Company may request LATAM to review its account within three (3) months after the date when a given Service has been provided if the respective Miles/Points have not been credited. The Company shall provide to LATAM supporting documentation for the Services not accounted for in the Company's account.

Ten: Modifications to the Program

LATAM may, without prior notice to the Company and without any liability to the Company, modify the terms and conditions of the Program at its sole discretion. LATAM shall not be liable under any circumstances for loss or damage that may result from the carrying out of the Program or changes or modifications thereto.

Eleven: Exchange rate

If, for any reason, the equivalence into U.S. dollars of Chilean pesos needs to be determined, the exchange rate set by LATAM shall govern.

Twelve: Termination of Previous Agreements

Each party has read and understands the terms of this Agreement. This Agreement constitutes the entire agreement between the parties on the matters covered herein, and this Agreement prevails over any other proposals, contracts or communications relative to its purpose, whether oral or written.

Thirteen: Breach by Company

Notwithstanding clause 7 ("Termination") of the Corporate Partner Agreement, the Company's failure to comply with any of these terms and conditions and the occurrence of any of the following events below shall entitle LATAM to terminate this Agreement immediately without prior notice to the Company and without penalty, and all LATAM Pass Miles/Points earned by the Company as of the termination date shall be void and invalid.

1. If the member knowingly supplies any incorrect or misleading information (including information on flights,) either in the application for registration or when applying for corresponding awards and/or benefits.
2. If the Company does not comply with the terms of passenger transportation contracts (which apply to all passengers).
3. If the Company makes inadequate or improper use of LATAM Pass Miles/Points.
4. If the Company has a bad debt of which LATAM or any of its subsidiaries or related companies is a creditor, or if there is evidence or presumptions of the Company's participation in crimes committed against such companies such as use of fraudulent checks or other crimes.

5. In all cases where, the Company has committed an unlawful act or an irregularity contrary to the nature of the LATAM Pass Program regulations.

Fourteen: Confidentiality

1. The Company shall maintain the terms of this Agreement confidential and shall not disclose its terms to a third party, without LATAM's prior written consent.

2. The Company failure to maintain the Agreement confidential shall entitle LATAM to terminate this Agreement immediately without prior notice to the Company and without penalty.

3. Notwithstanding the foregoing, the Company agrees that LATAM can freely dispose of the information included entered by the Company to redeem Miles/Points, either for the benefit of the LATAM Pass Program, notwithstanding the provisions of applicable privacy protection laws. It is an essential condition for participation in this Loyalty Program that the redemption of Miles/Points shall be carried out in accordance with the terms and conditions of the LATAM Pass Program and full compliance with applicable norms.

Fifteen: Taxes

All taxes, duties or fees arising from the Company's redemption of a passenger ticket with LATAM Pass Miles/Points shall be borne by the Company.

Sixteen: Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the State of Florida, United States of America. The state and federal courts in Miami-Dade County, Florida shall have exclusive jurisdiction to resolve any dispute arising from this Agreement.

Seventeen: Limitation of Liability

LATAM is not responsible for any loss, harm, delay or damage arising from or connected with the LATAM Pass program or any award and/or benefits offered, except if such loss, harm, delay or damage is caused by gross negligence or willful misconduct by LATAM.

Eighteen: Additional Program Terms and Conditions

By signing below, the Company acknowledges that it has read the LATAM Pass Program's terms and conditions at https://www.latam.com/en_us/latam-pass/about-the-program/terms-and-conditions/ and agrees to abide by these terms and conditions, where applicable, during the term of this Agreement.