

CARGO REWARDS PROGRAM

Terms and Conditions of the Program between International Customer and LATAM Cargo:

Generalities

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

One: Program Description and Definitions

“Cargo Rewards Program” is LATAM Cargo's loyalty program that awards Miles/Points per tons moved to its international market customers who meet the requirements defined in these terms and conditions.

For purposes of these terms and conditions, “Customer” refers to freight forwarders and consignees who move air cargo with LATAM Cargo in the international market and “Program” will refer to the “Cargo Rewards Program”. Additionally, when referring to “LATAM Pass”, it will refer to LATAM Airlines Group's LATAM Pass program.

1. The Program allows a LATAM Cargo customer to accumulate LATAM Pass Miles/Points in a corporate individual account per ton of cargo shipped by the Customer using airway bills from any of the carriers that make up LATAM Cargo subject to the terms and conditions of this agreement.
2. For purposes of this Agreement, the term “LATAM Group” collectively refers to LATAM Airlines Group; LATAM Airlines Peru S.A. trading as LATAM Airlines Peru; LATAM-Airlines Ecuador S.A. trading as LATAM Airlines Ecuador; Aerovías de Integración Regional S.A. Aires S.A. trading as LATAM Airlines Colombia; TAM Linhas Aereas S.A. trading as LATAM Airlines Brazil; and Transportes Aereos del Mercosur S.A. trading as LATAM Airlines Paraguay. LATAM reserves the right to modify this agreement at any time without prior notice to Customers.

3. Unless indicated in this Agreement, the term “Service” refers to the air cargo transportation provided by LATAM Cargo. For the avoidance of doubt, a reservation for passenger transportation by LATAM Group is not a Service.

4. LATAM Pass Miles/Points are strictly units of credit earned in the Cargo Rewards Program and have no legal monetary value or other value outside the Program.

Two: Eligibility

1. To be part of the Program, the customer must be a salmon shipper or flower, mango, or asparagus consignee transporting a minimum of 500 tons in a calendar year (from January 1 to December 31) with LATAM Cargo airway bills and its affiliates. If these requirements are met, LATAM Cargo will contact the Customer to invite them to the program.

2. This requirement also applies for continuity within the Program in years following enrollment.

3. LATAM Cargo reserves the exclusive right to invite to the Program those Customers they deem appropriate at their sole discretion.

Three: Accumulation of Miles/Points

For all international markets, the Customer will accumulate 250 LATAM Pass Miles/Points per ton moved. However, for salmon shippers and flower, mango, and asparagus consignees, the miles will be split between them and the freight forwarder, resulting in 125 miles per ton moved for each.

Four: Benefits

1. LATAM Cargo agrees to provide access and the Customer agrees to participate in the Program subject to the terms and conditions of this Agreement and other applicable Program terms and conditions, which may be modified from time to time without necessarily informing the Customer of these changes.

2. LATAM Pass Miles/Points accumulated in the Customer's LATAM Pass account entitle the Customer to use them as a payment method for tickets on flights operated by LATAM Group or any other participating airline subject to the fare published on the payment date of the respective flight. These Miles/Points can also be used as a payment method for products and services offered to customers in LATAM Pass according to the customer's country of origin.

3. Ticket and other product/service redemptions must be made through LATAM Pass and are subject to the terms and conditions of the LATAM Pass loyalty program according to the

customer's country of origin. LATAM Cargo will provide the Customer with the LATAM Pass login user to the email address designated by the Customer in this Agreement. Each ticket redeemed by a person authorized by the Customer according to section Seven of this document will use the Miles/Points accumulated in the Customer's account. Available seats are limited. Applicable taxes will be charged separately at the end of the transaction and can be paid with the payment methods available on LATAM.com.

4. To redeem awards or make ticket changes through LATAM's Contact Center (choosing LATAM Pass), the Customer must pay the LATAM Pass service fee for each ticket issued. If the award is redeemed through LATAM.com, the LATAM Pass service fee does not apply. The LATAM Pass service fee is in addition to exit taxes and other applicable taxes and will vary depending on the type of product or service redeemed and the customer's country of origin as detailed in the LATAM Pass terms and conditions.

5. The sale of LATAM Pass Miles/Points or associated rewards through any means or channel, including the Internet, is strictly prohibited. Violation of this policy will result in account closure and the termination of all benefits.

6. LATAM Group may also at any time and at its sole discretion make promotions that would entitle Customers to accumulate LATAM Pass Miles/Points under conditions different from those established in these Terms and Conditions.

Five: Information

1. The Customer will be responsible for providing LATAM Group and maintaining the following information updated in their account: Account Administrator, Email, Address, Phone, and Country.

2. LATAM Group assumes no responsibility if the Customer is unable to access the Program's benefits due to the Customer's failure to provide the required information to LATAM Group.

3. LATAM Group reserves the right to investigate the Customer's account at any time and without prior notice to ensure compliance with these terms and conditions. LATAM Group may deduct any Miles/Points credited in error to the Customer and suspend the issuance of Miles/Points pending the resolution of any dispute, with appropriate notification to the Customer.

Six: Excluded Services

A service that was reserved but not used does not entitle the Customer to accumulate Miles/Points in their LATAM Pass account.

Seven: Use of LATAM Pass Miles/Points

1. The redemption of Miles/Points for tickets must be done by the Customer themselves through their account in LATAM Pass and is subject to the terms and conditions of the LATAM Pass loyalty program. Available seats are limited. Applicable taxes will be charged separately at the end of the transaction and can be paid with the payment methods available on LATAM.com.
2. The redemption of Miles/Points for tickets will automatically generate a debit in the Customer's account equal to the amount of Miles/Points used at the time of ticket issuance, regardless of whether the issued ticket is ultimately used or not.

Eight: Conditions for Ticket Redemption and Refund

1. Tickets redeemed with LATAM Pass Miles/Points will be subject to all applicable fare restrictions and will not qualify for group discounts or any other type of discount fare. Redeemed tickets do not accumulate Miles/Points or any other benefit in any frequent flyer program.
2. Neither tickets redeemed with LATAM Pass Miles/Points nor the Miles/Points themselves may be sold, exchanged, or transferred in any way to a third party.
3. The Customer is solely and exclusively responsible for ensuring that LATAM Pass Miles/Points are redeemed only by persons authorized by the Customer.
4. If a refund for a redeemed award is requested, the Customer must pay a fee, which will vary depending on the award and will be in accordance with the information published in the LATAM Pass terms and conditions. For a refund to be issued, the ticket must be valid (valid for one year from the date of issuance), the refund must be requested before the flight's departure with no segments flown, and the Miles/Points used for redemption must not have expired at the time of the refund request. Refunds can be requested by calling the Contact Center (LATAM Pass option) or through the official Cargo Rewards channels (cargorewardsteam@latam.com). Once processed, the non-expired Miles/Points will be credited back to the Customer's LATAM Pass account.

Nine: LATAM Pass Miles/Points Expiration

LATAM Pass Miles/Points are valid for 3 calendar years and expire on December 31 of the third year from their accrual. For example, if they are accumulated on June 1, 2023, they will expire on December 31, 2025.

Ten: Account Statements

1. The Customer may access their Miles/Points Account Statement by logging in with their username and password at <https://latampass.latam.com>. This Account Statement constitutes the sole valid source of information regarding the number of Miles/Points credited, redeemed, and those nearing expiration.
2. LATAM Cargo will credit the Miles/Points earned by the Customer to an account managed by the Customer in the LATAM Pass program within sixty (60) days from the date the Service was provided.
3. The Customer may request LATAM Cargo to review their account up to three (3) months after the date when a specific Service was provided if the respective Miles/Points have not been credited. The Customer must provide LATAM Cargo with the necessary supporting documentation for the Service that has not been considered in the Customer's account.

Eleven: Program Modifications

LATAM Cargo may, without prior notice to the Customer and without any liability to the Customer, modify the Program's terms and conditions at its sole discretion. LATAM Group will not be responsible under any circumstances for losses or damages that may result from changes or modifications made to the Program.

Twelve: Exchange Rate

If for any reason the equivalence of US Dollars to Chilean Pesos or another currency used needs to be determined, the exchange rate provided by LATAM Group will be definitive.

Thirteen: Termination of Previous Agreements

Each party has read and understood the terms and conditions of this Agreement. This Agreement constitutes the entire agreement between the parties on the matters covered herein and supersedes any other proposal, contract, or communication, whether oral or written, related to its purpose.

Fourteen: Customer Non-compliance

The Customer's non-compliance with these terms and conditions and the occurrence of any of the following events will entitle LATAM Cargo to terminate this Agreement immediately without prior notice to the Customer and without any charges, and all LATAM Pass Miles/Points earned by the Customer from the termination date will be annulled and invalidated. The following points will be grounds for the termination of the program's associated benefits:

1. If the Customer knowingly provides incorrect or misleading information (including flight information) either in the application to register or when applying for awards or corresponding benefits.
2. If the Customer does not comply with the passenger transportation contract terms (which apply to all passengers).
3. If the Customer improperly or inappropriately uses LATAM Pass Miles/Points.
4. If the Customer has a bad debt for which LATAM Cargo or any of its subsidiaries or related companies is a creditor, or if there is evidence or suspicions of the Customer's involvement in crimes committed against the companies, such as the use of fraudulent checks or other crimes.
5. In all cases where the Customer has committed an illegal act or an irregularity contrary to the nature of the LATAM Pass program regulations.

Fifteen: Confidentiality

1. The Customer must keep the terms of this Agreement confidential and must not disclose the terms to any third party without LATAM Cargo's prior written consent.
2. Failure by the Customer to maintain the confidentiality of this Agreement will entitle LATAM Cargo to terminate the Agreement immediately without prior notice to the Customer and without any penalty.
3. Notwithstanding the above, the Customer agrees that LATAM Cargo may freely utilize the information entered by the Customer to redeem Miles/Points, either for the benefit of the LATAM Cargo Program or for third parties that have business agreements associated with the LATAM Group's LATAM Pass program, despite any applicable privacy protection laws. Participation in this Loyalty Program requires that the redemption of Miles/Points be conducted in accordance with the LATAM Pass program terms and conditions and in full compliance with applicable rules.

Sixteen: Taxes

All taxes, duties, and fees resulting from the redemption of tickets by the Customer using LATAM Pass Miles/Points will be the Customer's responsibility.

Seventeen: Governing Law and Jurisdiction

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

Eighteen: Limitation of Liability

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

Nineteen: Additional Program Terms and Conditions

By signing and/or accepting below, the Customer acknowledges that they have read and accepted the terms and conditions of the LATAM Pass program applicable to their country of origin and agrees to comply with these terms and conditions throughout the duration of this Agreement.