GOL LINHAS AEREAS S.A. (hereinafter "Gol" or "the Airline") - INTERNATIONAL AIR TRANSPORT CONTRACT TO AND FROM COLOMBIA

General Conditions

The Colombian national regulations, including the international treaties approved by Colombia, that are relevant and applicable to the Transport Contract and the terms and conditions of the purchased fares, as well as the special regulations of the Airline that regulate: (i) what is not regulated in the Transport Contract, and (ii) what must be regulated in this Transport Contract.

Likewise, the terms and conditions included in the reservation, which the passenger will receive upon execution of the contract, shall be an integral part of the transport contract, which shall comply with the requirements of the applicable regulations.

Terms

- 1. The ticket (itinerary receipt) issued physically or electronically ("Ticket") and the baggage check ("Check") form part of this contract ("Contract"). The Ticket evidences the existence of a contract of carriage between the Airline and the Passenger. The purchase of a Ticket implies the express acceptance by the Passenger of the terms and conditions of this Contract and of the special tariff rules applicable to the Ticket.
- 2. The users of the air transportation services covered by this Agreement are referred to as "Passenger" and "Passengers". In the case of Colombia, the Passenger is the person to be transported by the Airline pursuant to a transport contract.
- 3. The term "Gol Sales Channels" refers to the following means of selling tickets:
- (I) Internet, through the website.
- (II) Customer Relations Center.
- (III) Sales Center.
- (IV) Mobile Application.
- (V) Any Gol Store.
- 4. Airline: Refers to Gol or any other air Airline that undertakes to transport passengers and their baggage or to provide any other service related to such air transportation, applicable in accordance with these Conditions of Transport. In the case of Colombia, the Airline would also apply if its code is written on the Ticket.
- 5. Boarding pass Document issued by the Airline when the passenger arrives at the check-in counter, after verification of the existence of a reservation or a seat on the flight in question and of compliance with the other requirements for travel (passport, visa, entry permit, if applicable, etc.). The scheduled departure time, dock or lounge and boarding conditions will be indicated on

this document. At the same time, the passenger will receive the corresponding Baggage Check in relation to the baggage checked in or registered for carriage in the hold, as proof of delivery to the Airline.

- 6. Fare: Refers to the published ticket prices, fees and/or related conditions of carriage of an air Airline, which must be presented when required by the appropriate authorities. In the case of Colombia, and notwithstanding the provisions established in the agreements and other international commitments in the field of air transport, the fare for the international transportation of passengers is understood to be the price, expressed in dollars of the United States of America, that is charged for the transportation of persons between a point of the national territory and a point abroad, and includes the commissions and payment conditions to the travel agencies and, in general, to the intermediaries, as well as all the rules and conditions that configure or influence the final price paid by the user, as well as any significant benefit associated with the transportation.
- 7. Air Transport: Refers to the transportation of the passenger and baggage from the point of embarkation to the point of disembarkation, as defined by applicable law.
- 8. Ancillary services: any service contracted by the passenger with the airline, in addition to the service originally purchased.
- 9. Check-in Counter: The location at the airport where baggage is checked and documented prior to boarding the aircraft.

Clauses

A. Obligations of the Passenger

- 1. **Presentation for boarding.** Passengers must present themselves for boarding at least one hundred and twenty (120) minutes prior to the boarding time indicated on the Ticket for international flights. These times are doubled during the high season.
- 2. Obedience to the Flight Crew. After boarding the aircraft, the passenger must comply with the warnings given by the flight crew by any means, including verbal and written warnings. It is expressly understood that the captain, who is responsible for the operation and safety of the aircraft, has the authority to do so:
- I) Deny boarding to any passenger who is:
- (a) is intoxicated or under the influence of narcotics or addictive or psychotropic substances.
- II) Disembark at the first stop, in its sole discretion, any passenger who:
- (a) is in the situation described above.

- b) Is causing discomfort or inconvenience to other passengers during the flight.
- c) Refuses to follow the instructions of the crew.
- d) Endangers the good order and discipline of the flight.
- e) Endangers the safety of the aircraft.
- III) Issue warnings and/or take other necessary measures to protect the aircraft and the persons and property carried.
- 3. Carry all documents and comply with all requirements for embarkation and disembarkation, including visa, permit and vaccination requirements, and any other requirements or regulations that may be imposed.
- 4. Comply with documentation, embarkation and disembarkation requirements for unaccompanied minors and passengers with special needs.
- 5. Refrain from any behavior that may cause any kind of risk, discomfort, inconvenience or harm to other passengers or crew members.
- 6. Not to smoke on board, including electronic cigarettes and the like.
- 7. Not to carry dangerous objects in their baggage or in any other form, under the conditions established by the applicable legislation.
- 8. Do not place carry-on baggage in a location where passengers may pass through or that obstructs the use of or access to the aircraft emergency exits.
- 9. Not carry baggage that does not belong to them or the contents of which they do not know.
- 10. To keep all baggage, properly identified, under their care and supervision while in the passenger terminal

- 11. To bear the cost of transportation and accommodation during stopovers and/or connecting flights, unless such cost has been incurred for a reason attributable to the Airline.
- 12. Use the itinerary as purchased, respecting the sequence of flights and the conditions specified in the Fare Rules. The combination of fares and segments in the same reservation constitutes a single itinerary, which will be considered as a whole for purposes of changes, cancellations and refunds.
- 13. Submit to a civil aviation security check conducted by the airport manager, under penalty of being denied access to the restricted boarding area and denied boarding.
- 14. In order to confirm the legitimacy of credit card purchases and/or to ensure the security of the Passenger's and Ticket purchaser's data, the Passenger must (i) present the credit card used to make the purchase at check-in; (ii) in the case of purchases made with a parent's or guardian's credit card, present documentation proving parentage, guardianship or family ties; and; (iii) in the case of purchases made by a third party where the credit card holder is not present, the passenger must provide a telephone number (preferably a landline) so that the credit card holder can be contacted at the time of billing; and; (iv) in the case of purchases made by a third party where the credit card holder is present at the time of billing, the passenger must personally present a document showing the third party's identification number and photograph, as well as the credit card used at the time of purchase.
- 15. It is forbidden to consume alcoholic beverages of any kind on board an aircraft unless the beverage is provided by Gol.
- 16. Improper or unsafe conduct. The Passenger shall refrain from any act that may jeopardize the safety of the flight, the Passenger's own safety or the safety of other persons or property on board, as well as any conduct that may jeopardize good order, morals or discipline on board or at airports, or in any way cause discomfort to other Passengers. In particular, Passengers shall refrain from:
- a. Removing your seat belt, getting up from your seat, or standing inside the aircraft while it is moving, on the ground, or in flight, contrary to the instructions of the crew.
 - b. Use of cellular or satellite telephones, portable radios, transmitters or receivers, computers and other electronic devices which may interfere with the flight, communication or navigation systems of the aircraft during flight or in preparation for flight, contrary to the instructions of the crew.

- c. Removing, misusing or unnecessarily tampering with life jackets and other emergency equipment or other items on the aircraft or at airports.
- d. Unnecessarily opening or tampering with emergency exits on aircraft or at airports.
- e. Obstructing access to normal or emergency exits of the aircraft or the movement of persons within the aircraft by improperly placing carry-on baggage or other items, or unduly obstructing evacuation procedures.
- f. Interfering with the alarm and fire detection systems or other emergency equipment installed in the aircraft.
- g. Behaving in a manner or making comments that may cause panic among other passengers.
- h. Physically or verbally assaulting any passenger or crew member of the aircraft, or any ground personnel serving the aircraft, or any representative of the aviation authorities.
- i. Causing unreasonable inconvenience or disturbance of any kind to other passengers.
- j. Carrying weapons or sharp, pointed or blunt objects that can be used as weapons on board the aircraft or in the airports.
- k. Carrying on board or in carry-on or checked baggage any item classified as dangerous goods or prohibited items or substances in violation of applicable security regulations.
- I. Engaging in obscene behavior or performing obscene acts on board an aircraft or at an airport.
- m. Consume food or beverages not provided by the Airline during the flight without the Airline's permission.
- n. Boarding or remaining on the aircraft in an advanced or obvious state of alcoholic intoxication or under the influence of psychoactive substances or prohibited drugs, or entering the aircraft with such drugs.

- ñ. Entering or remaining on board the aircraft without authorization from the Airline or the crew, or refusing to disembark when instructed to do so.
- o. Move about the aircraft in a violent or tumultuous manner so as to affect its center of gravity, except in the case of an emergency that justifies such action.
- p. Obstruct or prevent in any way the mobilization, towing or taxiing of the aircraft in which the Passenger is traveling or is about to travel, or of any other aircraft.
- q. Disobey the instructions of the crew, or encourage or incite others to do so.
- r. Carry live animals or pets in the passenger cabin where this is not permitted or in contravention of applicable regulations or the instructions of the crew.
- s. Carrying valuables, cash, foreign currency, precious stones or metals with a value in excess of fifty (50) times the minimum monthly wage in force, without declaring them to the Airline (without prejudice to the declaration to be made to the customs or other competent authorities) or in such quantities that, whether declared or not, may in any way jeopardize the safety of the flight or of persons on board or at airports.
- t. Performing any act that unnecessarily delays the departure of the flight or forces its interruption or diversion.
- u. Any other act or circumstance considered inappropriate by the Airline or the Aeronautical Authority, as defined in the general conditions of the contract of carriage or in aeronautical, penal or police regulations, or which may jeopardize safety, order or discipline on board.
- 18. **Boarding Lounge.** In airports where there are boarding lounges, the passenger must comply with the Airline's instructions to enter the lounge at the indicated time, once checkin has been completed and the appropriate passport has been issued, and proceed to board the flight when instructed to do so

- 19. **Search of valuables.** The Passenger must submit to the searches arranged at the airports before and during boarding. However, if the Passenger has a disability or is carrying duly declared valuables, a private search may be requested.
- 20. **Seat Assignment.** The Passenger must occupy the seat to which the passenger has been assigned at the time of check-in, unless the Passenger is required to occupy a different seat at the reasonable request of the flight crew or has the authority of the flight crew to do so.
- 21. **Assignment of special passengers.** Passengers who are minors, who are ill, or who have any disability, or who require the assistance of another person for any reason, shall not be seated near the access doors or emergency exits of the aircraft in order to facilitate evacuation in the event of an emergency. If crutches, wheelchairs or other devices are used, they must be positioned so as not to obstruct the movement of the aircraft or impede evacuation in the event of an emergency.

B. Rights of the Passenger and Obligations of the Airline

- 1. **Issue of boarding pass.** After the Passenger's presentation at the check-in counter, and after verification of the existence of a reservation or a seat on the flight in question and of compliance with the other requirements for travel (passport, visa, entry permit, if applicable, etc.), the Passenger shall be issued with the appropriate boarding pass or boarding card, with the scheduled time of departure, departure gate or departure lounge and boarding conditions information. At the same time, the Passenger shall be issued with the relevant Check-in Slips for the baggage checked in or registered for transportation in the hold, as proof of delivery to the Airline.
- 2. **Boarding instructions.** Once in the boarding lounge, the passenger will be informed of boarding time, with the relevant instructions. If there are no boarding bridges at the airport, the Passenger will be escorted to the aircraft by a representative of the Airline or by means of dedicated vehicles, in accordance with the applicable airport operating and security regulations.
- 3. **Connecting passengers on the same Airline.** If, at the time of boarding, a passenger with a connecting flight on the same Airline is delayed in any way, or if it is foreseeable that, under normal flight conditions, the passenger will not arrive at the connecting point in sufficient time, the passenger will be informed of this circumstance and will be given the opportunity to cancel the trip without penalty

- 4. **Facilitation of embarkation/disembarkation.** The Airline shall have at its disposal the necessary technical, human and logistical resources to facilitate the formalities of presentation and embarkation or disembarkation of the Passenger and the baggage, in reasonable conditions of comfort, provided that the Passenger shows up in time and complies with the relevant instructions.
- 5. **Transportation of the Passenger**. The Passenger shall be transported as contracted, in accordance with the agreed fare, itinerary, frequency and schedule, provided that the Passenger complies with the duties and obligations contained in these Terms and Conditions.
- 6. **Treatment of the Passenger.** The Passenger shall at all times be treated with dignity and respect by the Airline or its agents and employees.
- 7. **Information about changes or delays.** The Airline will provide the Passenger with sufficient, accurate, clear and timely information about flight delays, cancellations and diversions. During the flight, the Passenger will be provided with the necessary information concerning the flight, provided that it is within the reach of the flight crew and does not interfere with their work.
- 8. **Safety Announcements.** The passenger will be provided, before and during the flight, with the necessary safety information (use of emergency equipment, evacuation, etc.) through physical demonstrations, announcements, audiovisual and printed media. Likewise, during the flight, you will be provided with a stay in maximum safety conditions, in accordance with the applicable civil aviation standards and regulations. The Airline's obligations with regard to the safety of the passenger begin at the moment when the passenger enters the aircraft, leaves the terminal, pier or airport building, and continues until he or she enters similar places at the end of the flight, in accordance with article 1880 of the Commercial Code.
- 9. **Exoneration of the Airline.** In application of articles 1003 and 1880 of the Commercial Code, the Airline shall not be liable for damages suffered by the passenger if they are due to the exclusive fault of third parties, if they are due to the exclusive fault of the passenger, if they are due to pre-flight organic injuries or illnesses that were not aggravated as a result of facts attributable to said Airline, and provided that it also proves that it took all necessary measures to avoid the damage or that it was impossible for it to take such measures. The foregoing is without prejudice to the provisions applicable by virtue of international agreements in force for Colombia.
 - 10. Cancellation, Interruption or Delay. In accordance with the provisions of article 1882 of the Commercial Code, the Airline shall be relieved of its responsibility by refunding the ticket price if the flight cannot take place in the

conditions agreed upon or is delayed due to force majeure or weather conditions that affect the safety of the flight. In such cases, the passenger may request immediate reimbursement of the full fare without penalty. If the flight is interrupted for any of the reasons mentioned in the previous paragraph, the Airline shall be obliged to transport the passengers and their baggage, at its own expense, by the fastest possible means, to their destination, unless the passengers opt for reimbursement of the part of the fare corresponding to the distance not covered. The Airline shall also bear the reasonable costs of board and lodging incurred as a result of the interruption.

11. **Compensation to the passenger.** In the event of cancellation, interruption or delay for which no refund has been made, or in the event of any other event attributable to the Airline, as well as in the event of overbooking, the Airline shall compensate the passenger in accordance with the provisions of section 3.10.2.13.2. or the regulations that may amend it.

C. Reservation and Ticket

- a. **Transfer.** The Ticket is personal and non-transferable and is intended solely for the transportation of the Passenger named therein. It is also noted that it cannot be endorsed and is subject to the rules of the fare in which it was purchased, under the conditions established by Gol.
- b. **Verification of reservation details.** The information provided at the time of reservation must be verified by the passenger, guardian or representative.
 - c. In the event that the Passenger discovers an error in the personal data information, such as name(s) and/or surname(s), contained in the Ticket, the Passenger may notify Gol or the travel agency as soon as the Passenger discovers the error, which will correct it immediately. The correction of the data will in no case result in a change of passenger.

The correction made may give rise to a fixed additional payment, the amount of which may not exceed the administrative fee applicable to the Ticket at the time of the correction. Corrections may be requested at the Customer Service Center, at check-in counters or at Gol Stores, upon presentation of supporting documentation, prior to boarding and within the check-in deadlines.

d. **Reservation Confirmation.** The reservation is not confirmed until payment has been received. Gol reserves the right to withhold confirmation of the ticket in order to verify the validity of the credit card purchase.

- e. **Rebooking.** If the Passenger requests a change to the original itinerary or schedule of travel, and such change is possible, the difference in fare and any applicable penalty may be paid in accordance with the applicable fare rules.
 - f. **Validity.** The Ticket shall be valid for a maximum of one (1) year, unless extended by the Airline, or shall have the specific validity of the fare at which it was purchased.

At the end of the aforementioned period, if the Passenger decides to travel, the Airline or the agency will issue a new Ticket, without prejudice to the additional costs to be borne by the Passenger, taking into account the current tariff.

Likewise, if the Passenger decides not to travel, the Airline must do the refund for the amount paid for the Ticket, without prejudice to any reductions that may apply.

- g. **Gol Vouchers.** If the Passenger has a redeemable voucher with the Airline, the Passenger may redeem it within one year from the date of its issue, and must adapt to the tariffs in force at the time of the new reservation, being obliged to complete the amount necessary to contract the transport service, if applicable, and applying the fare and refund policy of the new Ticket, in accordance with the terms of the new contract of carriage and the applicable legislation. New Tickets may be issued with Gol Vouchers through any of the channels authorized by Gol.
- h. **Booking Holder.** The Reservation may be requested by the Passenger or by a third party acting on behalf of the Passenger. References in this section to the obligations and rights of the passenger are understood to be fulfilled directly by the passenger or on his behalf if he is acting through a third party.
- i. **Booking Request.** Reservations may be requested in person, by telephone, or by any electronic or data means, as soon as available, by contacting the Airline directly or through a travel agency or other authorized intermediary.
- j. **Booking Record.** When a reservation request is made and accepted, the Passenger will be assigned a reservation record, which will be as clearly identified as possible, including, without limitation, the fare class.

D. No Show

In case of no-show, the amount of the breach of contract will be deducted from the total amount of the reservation. The remaining amount, corresponding to the total value of the reservation minus the amount related to the breach of contract, will remain as a credit until the request for refund or change of reservation is made within one (1) year from the date of payment of the reservation, and the Passenger, in case of change of reservation, will be responsible for the difference in fares.

In the event of a change of reservation, the Passenger shall be responsible for the difference in fare. For the information of the Passenger, the payment of the applied amount shall be made in accordance with the fare rules in place at the time of purchase.

E. Reimbursement

a. Request for refund. The request for reimbursement of the value of the Ticket shall be valid in the cases provided for by the legislation in force, and the amount of the reimbursement shall always correspond to the portion of the flight not used by the Passenger, less any other applicable amounts, subject to the legislation in force, in accordance with the fare rules of the Ticket purchased.

Instead of the refund, the Passenger may choose to keep the remaining value of the Ticket as a voucher for a period of 1 (one) year from the date of payment, subject to the legislation in force, in accordance with the fare rule of the purchased Ticket, provided that the purchase was made directly with Gol.

Interruption of the journey at a stopover airport at the Passenger's initiative or due to expulsion from the aircraft in the cases referred to in point A (2) above shall not entitle the Passenger to any refund.

b. **Cancellation.** Pursuant to Article 1878 of the Commercial Code, the passenger may cancel the trip prior to its commencement by notifying the Airline or the travel agency at least twenty-four (24) hours prior to the flight.

The Airline or the travel agency may retain, in accordance with the terms of the fare, the agreed percentage, which may not exceed 10% of the value received as the fare, excluding fees, taxes and administrative charges. The amount withheld from the passenger shall be paid to the Airline.

The deduction does not apply to promotional fares, unless offered by the Airline, in which case it shall be applied in accordance with the conditions offered.

In the event of a cancellation, the airline or the agency that sold the ticket will instruct the financial institution to refund the corresponding amount within a maximum of five (5) business days of the passenger's request. The airline and/or travel agent shall reimburse the passenger within a maximum of thirty (30) calendar days from the date of notification of the withdrawal. If the passenger cancels the trip by notifying the travel agency that sold

the ticket, it will refund the money to the passenger as soon as the airline has made the corresponding amount available, without prejudice to the thirty (30) day period provided for in the previous paragraph for refunding the money to the passenger.

- c. **Withdrawal.** In the case of contracts for the provision of air transportation services for passengers that are concluded through the sales mechanisms referred to in Decree 1499 of 2014 (non-traditional or remote methods), the right of withdrawal in favor of the purchaser of the ticket shall be deemed agreed upon, in accordance with the following provisions
- (a) It may be exercised by any means of communication with the seller within five (5) working days from the date of the contract.

It may only be exercised five (5) business days or more prior to the time of timely exercise of the right of withdrawal and the date scheduled for commencement of the flight.

- c. Applies to sales made through non-traditional or remote methods.
- (d) The above conditions are indispensable and not mutually exclusive.
- (g) The airline or travel agency that sold the ticket must refund the money to the passenger within a maximum of thirty (30) calendar days from the date of notification of the withdrawal.
- (h) If the passenger exercises the right of withdrawal before the intermediary travel agency that sold the ticket, the latter shall refund the money as soon as the airline makes the corresponding amount available to the passenger, without prejudice to the thirty (30) day period provided for in the previous paragraph for the refund of the money to the passenger to become effective.
- (i) The passenger is entitled to a refund of the airport tax. Excluded from this are those fees, taxes and/or contributions that are not refundable under the regulations.
 - d. Term. All refunds made in Colombia must be made in Colombian Pesos. In the case of international tickets priced in dollars, the exchange rate in effect at the time of purchase will be applied, in accordance with the law.

In compliance with Article 1882 of the Code of Commerce, all reimbursement shall be made effective as soon as the Passenger's request is received after the cancellation, delay, interruption, cancellation or circumstance giving rise to it. In the case of cash payments made in cash, the reimbursement shall be deemed to have been immediate if it is made within six (6) business hours following the request. In the case of payments made by credit card, or other means of deferred payment, or electronic means, if within five (5) business days following the request, the order is given to the financial institution or other intermediary, as appropriate, to proceed to make the refund effective.

If circumstances arise that prevent the refund from being made within the specified time, the passenger will be informed, indicating the date on which the refund will be made, which in any case must be made within five (5) working days of the expiry of the relevant deadline. In any case, the Airline may make the investigations it deems appropriate to determine the relevance of the refund, and if not, it will inform the passenger within the corresponding time limit.

F. Waiting List

The Airline may place Passengers who show up without a reservation on the flight in question on waiting lists, if there are no seats available, in order to occupy the seats of the Passengers who do not show up. Passengers registered on the waiting lists will be called in the order of their registration on the list, according to the number of seats released by the non-arrival of passengers with confirmed reservations at the scheduled boarding time.

GOL makes no commitment or guarantee that those on the waiting list will be able to board the relevant flights.

G. Passengers with Special Needs and/or special requirements

a. Passengers with Special Needs. If the passenger requires special conditions or equipment for the flight, such as oxygen for medical use or a wheelchair, the request must be made at the time the reservation is made, or at least twenty-four (24) hours prior to the flight, so that these items can be reserved, if the Airline has this service available. In any case, the Airline must have the appropriate equipment and logistics for the boarding, disembarkation and safe mobilization of this type of passenger, avoiding any procedure that could in any way endanger them, cause them pain or aggravate their condition.

b. If the Passenger is traveling with a pet, the Airline must be informed at the time of booking or at least twenty-four (24) hours prior to the flight, indicating if the Passenger will require a kennel for its transportation, in order for a kennel to be booked. Likewise, it must indicated if the Passenger will be carrying any item that is difficult to handle or that is subject to any type of restriction or that requires the use of special equipment or procedures for its transportation, so that it can also be reserved, if the Airline provides such service.

c. Patients, mentally ill or underage travelers. In application of Article 1005 of the Code of Commerce, if the Airline knowingly takes on board patients who are sick, mentally ill or minors, the Airline shall, within the limits of its possibilities, provide them with the ordinary care required by their condition or state of health.

- d. Assistance and care shall be provided to any passenger who is suddenly injured or becomes ill during the flight.
- e. For the carriage of this type of passenger, the Airline shall require a certificate signed by a physician, issued not more than twelve (12) hours prior to the flight, in accordance with Chapter VIII of the Airport Operations Manual, stating the physician's professional registration and indicating the passenger's state of health and fitness for travel. Likewise, depending on the passenger's condition, a doctor or any other suitable person may be required to assist the passenger during the flight, at the passenger's expense, unless the doctor certifies that it is not necessary. In accordance with the aforementioned conditions, the Airline may charge additional fees in the event that the use of personnel is required for the care of the Passenger or for any care that involves costs for the Airline.
- f. Passengers with special conditions will not be denied carriage unless it is clear that their condition is likely to deteriorate under normal flight conditions, that the aircraft does not have the necessary resources to carry them safely, and that the condition of such passenger poses a risk or harm to others.
- g. Expectant mothers. Expectant mothers are not permitted to travel by air if they are more than thirty (30) weeks pregnant, unless travel is essential. In any case, such passengers must sign and submit to the Airline a document endorsed by a doctor certifying that they are fit to travel and releasing the Airline from all liability for any eventuality arising from their condition during the flight. The aforementioned medical certificate shall take into account the route and duration of the flight and shall be issued within ten (10) days prior to the flight.
- h. Passengers under Special Legal Conditions. When transporting a Passenger under special legal conditions, who is traveling under an order of a judicial, administrative or police authority, or who is detained because he has been accused of a crime, the special security measures provided for in the National Airport Security Plan or in the relevant circulars issued by the Civil Aviation Authority, as well as the additional measures required by the Airline due to the special condition of the Passenger, shall be strictly observed. The person or official responsible for the custody of such passenger shall, upon entering the airport of origin, contact the police authorities, the airport security authorities and the airline itself and report such passenger so that the appropriate measures may be taken. In the event of failure to comply with such measures, the Airline will reject the passenger.

H. Transportation of Minors

a. Fares. Transportation will be charged as follows:

Except in the case of promotional fares, on international routes (originating in Colombia), each child under two (2) years of age will be charged a maximum fare equal to 10% of the total fare paid by the accompanying adult. The above is subject to the reservation of the child being made at the same time as the accompanying adult.

- b. Minors who are not accompanied by their parents, legal guardians or a responsible adult authorized by them must be recommended to the Airline in accordance with the terms and conditions specified by the Airline. The Airline may charge additional fees in the event that additional staff is required to supervise the minor or additional care is required, at the expense of the Airline. It should be noted that Gol does not provide this service for minors under the age of eight and only for minors between the ages of eight (8) and sixteen (16).
- c. The parents or legal representatives of the minor must provide the personal data of the person authorized to receive or pick up the minor at the place of destination, with respect to whom and for this purpose, it is understood that they have the authorization of the owner of such data.
- d. In order to prevent sexual exploitation of children and adolescents, the Airline, in accordance with the provisions of Law 679 of 2001, added by Law 1336 of 2009, and Resolution 04311 of 2010 of the Special Administrative Unit of Civil Aeronautics, has adopted a self-regulatory protocol or Code of Conduct. The aforementioned Code of Conduct is included in the Company's Corporate Policies or Code of Ethics. This may be consulted at the following link [the link will be included once the Code of Conduct has been approved].

I. Baggage

- a. **Carriage of Checked Baggage.** On flights operated by Gol, the passenger may carry checked baggage for a fee or in accordance with the fare rules in effect at the time of purchase.
- I) Children under two (2) years of age are not entitled to checked baggage unless they purchase their own seat.
- II) Checked baggage may not be used to transport animals, for which a separate fare is charged.
- III) Gol has the right to inspect, whenever necessary, the baggage to be transported on its aircraft.
- IV) Gol may restrict the carriage of Checked Baggage whose handling may pose a risk to the shipping equipment or which may hinder and/or delay Gol's operations and shipping procedures. Such baggage may be refused or may be required to be subject to a cargo contract upon presentation of the documents required by law.
- b. **Overweight Baggage.** Baggage that exceeds the weight of the purchased fare will be considered excess baggage and will be charged to the passenger in accordance with the provisions of the Colombian Aeronautical Regulations in Article 3.10.3.8 and the rates established by GOL, which may be consulted at any time on its website.
- c. **Allowed Carry-on Baggage.** The Passenger may transport one piece of carry-on baggage, such as backpacks or small suitcases, under the Passenger's sole responsibility and without payment of a special charge, provided that it meets the following requirements
- I) It has a total weight not exceeding 10 (ten) kilos and that the sum of its dimensions does not exceed, individually, 55 cm (fifty-five centimeters): 55 cm (fifty-five centimeters) in height; 35 cm (thirty-five centimeters) in length and; 25 cm (twenty-five centimeters) in width.
- II) Maintain adequate packing of the objects that compose it.
- III) The volume can be accommodated in the passenger cabin without disturbing the comfort and tranquility of others or endangering the physical integrity of passengers, crew and aircraft.

Prior to boarding, the Passenger must inform Gol which items will be transported as carry-on baggage.

Gol may restrict the weight and content of carry-on baggage for security or aircraft capacity reasons, so that in the event of overcrowding of aircraft compartments, baggage may be checked into the hold of the aircraft. In addition, if the Passenger shows up at the boarding gate for the flight with carry-on baggage that does not comply with the above rules, Gol reserves the right to check such baggage into the cargo hold of the aircraft and may charge for excess baggage or for the purchase of a fare that allows carriage of the baggage intended to be carried.

- d. **Hazardous items.** The passenger shall not carry on board the aircraft any type of element, substance or material that may be considered dangerous goods (explosives, flammable, toxic, corrosive, radioactive, etc.), according to Part 10 of the Colombian Aeronautical Regulations, which includes, among others, matches, fireworks, fuels, paints, solvents, glues, bleaches, acids, compressed gases or insecticides. Likewise, the passenger must refrain from carrying on board any type of element, drug or substance, the carrying, possession, trade or consumption of which is prohibited. Any common item of dubious character must be reported at the time of inspection so that it can be determined whether or not it can be taken on board.
- e. **Carriage of weapons.** If the Passenger is carrying any type of legally permitted weapon or ammunition, it must be presented it, duly unloaded, to the police authorities at the airport of departure before boarding the flight, together with the relevant security documents, so that it may be inspected and placed in a safe place. If Gol accepts transportation, it will require delivery of the firearm and ammunition and will take custody of the firearm and ammunition until the passenger arrives at the destination terminal. Gol may charge an additional fee for the transportation of the firearm, commensurate with the administrative and operational costs of transporting the firearm. In such cases, the passenger will be given a receipt or proof of receipt of the firearm and its complete ammunition at the end of the flight. The weapon must be returned immediately after the arrival of the flight at its destination and, in normal conditions, no later than the following hour, at the designated points at airports. Weapons or ammunition that are illegal to carry or in quantities greater than those permitted by Part 17 of the Colombian Aeronautical Regulations will not be allowed on board.
- f. **Service animals.** In the case of guide dogs for the blind or visually impaired, or trained companion animals capable of performing certain required tasks, or that provide emotional support to persons whose limitation is related to mental health, they may be transported in the passenger cabin, provided that they do not present any risk or inconvenience, in accordance with the provisions of the Colombian Aeronautical Regulations. 1) If the limitation of the persons foreseen herein is not obvious, it must be accredited with a medical, psychiatric or psychological report, as the case may be. 2) The animal may be placed in the aircraft in such a way that it can provide the passenger who needs it with the support or assistance for which it is intended, provided that it does not obstruct an emergency exit or access to emergency or survival equipment of the aircraft, or constitute an obstacle in the event of evacuation.
- g. **Transportation of food and plants.** Passengers may not include in their checked or carry-on baggage products whose entry into Colombia or other countries, or their transfer from one region to another within Colombia, is prohibited or restricted due to the risk of being Airlines of pests or diseases for humans, animals or plants, such as seeds, flowers, fruits, aromatic herbs, vegetables, pesticides, plants with or without soil, biological products, meat and by-products of animal or vegetable origin. Such products may be detained and destroyed by the sanitary authorities at airports. If there are any questions, the passenger has to prove that it is not a prohibited transport of species.

h. **Not allowed items.** Passengers may not include in their checked baggage fragile or perishable items, money, jewelry, precious stones or metals, silverware, negotiable documents, titles or other securities, cash, passports, cameras or video cameras, video cameras, computers, electronic tablets, cell phones, calculators, glasses, bottles of liquor or perfume, among others, for which Gol is not responsible if they are transported in the hold. Such items must be carried by hand or, if their characteristics allow, in carry-on baggage, under the care and responsibility of the passenger.

i. Complaint Period.

- a) In the event of loss, theft, total or partial destruction or damage to baggage, the passenger must lodge a written complaint with the Airline as soon as the baggage is noticed, but at the latest within seven (7) days from the date of receipt or from the date on which the baggage should have arrived at its destination. b) In the event of delay, the complaint must be lodged within twenty-one (21) days from the date on which the baggage should have arrived at its destination.
- b) In the case of delay, the complaint must be made no later than twenty-one (21) days from the date on which the baggage should have arrived at its destination, or from the date on which it was made available to the Passenger.
- c) In accordance with article 1028 of the Commercial Code, the contract is considered to have been fulfilled upon receipt of the transported baggage without any observations. In the case of partial loss, plunder or damage that is known or visible to the naked eye, the protest must be made at the time of delivery and receipt of the baggage. If, due to special circumstances that prevent the immediate recognition of the baggage, it is impossible to appreciate its condition at the time of delivery, the passenger may accept the baggage subject to its recognition. The inspection shall be carried out in the presence of Gol or a designated person within three (3) days from the date of delivery.

j. Interline or Code Share Agreements.

The terms and conditions applicable to flights operated under code-share or interline agreements may differ from the terms and conditions of this contract. In any case, the Airline will inform you of the applicable conditions.

k. Compensation.

- a. Retraso. Si el equipaje acompañado o no, de un Pasajero no llega, o si llega en otro
 - a. Delay. If a Passenger's baggage, whether accompanied or unaccompanied, does not arrive, or if it arrives on another flight in such a way that the Passenger has to wait or return to the airport to collect it, the cost of transfer to and from the airport, if necessary, will be borne by Gol. In such cases, Gol will also pay or provide the Passenger with the minimum cost of personal care items. If the baggage delay exceeds twenty-four (24) hours, the compensation shall also include

an amount sufficient to purchase basic clothing, but in no event less than twenty percent (20%) of the value of the trip for each day of delay, for each affected passenger, not to exceed the current limit of Special Drawing Rights (SDR) provided for in applicable legislation in the case of lost baggage.

b. Compensation for Loss, Robbery, Destruction, Damage or Delay of Baggage. In the event of loss, theft, total or partial destruction, damage or delay, the passenger is entitled to compensation in accordance with the provisions of the Commercial Code, in the case of domestic flights; or, in the case of international flights, in accordance with the provisions of the Warsaw/29 - The Hague/55 System Conventions or Montreal/99 and Andean Community Decision 619, as applicable, or those that may replace them in the future.

I. Delays, Interruptions and Cancellations

- a. **Passenger Delay.** In the event that a passenger with a confirmed reservation and payment cannot board the flight at the scheduled time due to technical irregularities, operational safety or excess passengers, Gol will offer the passenger the alternatives provided for in Article 3.10.2.13.2. of the Colombian Aeronautical Regulations.
- b. **Weather conditions.** In the event of cancellation and/or delay due to weather conditions, Gol will offer the Passenger the alternatives established by the applicable legislation.
- c. **Connection Delays.** Gol is not responsible for delays caused by third party aircraft, except in the case of codeshare flights, which prevent the Passenger from boarding his or her connecting flight. Similarly, Gol is not responsible for the late boarding of connections caused by reservations made with third parties whose schedules are insufficient to make the connection with Gol.
- d. Connecting Passengers on Airline Flights. If, at the time of boarding for the first leg of a connecting flight offered by Gol, there is a delay of any kind, or if it is foreseeable that, under normal flight conditions, the Passenger will not arrive in time at the connecting point, the Airline will inform the Passenger of such circumstance and give the Passenger the opportunity to cancel the trip without penalty.

- e. Connections arranged by the Passenger. Connections made at the Passenger's own initiative between flights that are not part of a connection offered by Gol are the responsibility of the Passenger, who must collect the baggage and check in again to board the subsequent flight(s) at the specified time(s), and Gol cannot be held liable if the Passenger fails to present show up for the subsequent check-in(s) in time.
- **f. No show.** It is not necessary for the Passenger to confirm the reservation made in advance in order to carry out the transportation, unless the Airline requires it. However, if the Passenger, having purchased a ticket and reservation for a round trip or with one or more connections, decides to take another flight of the same or another Airline and not to use the ticket for the outward or preceding leg or by other means of transportation, the Passenger must inform the Airline the next or return leg, if the Passenger so chooses, thus confirming the said seat, which must be done before the departure of the flight corresponding to the first leg, or at the latest one hour later. Failure to do so shall entitle the Airline to dispose of the reservation made for the subsequent connecting flight and/or the return flight, as the case may be.

g. Compensations

In the event of cancellation, interruption or delay for which no refund has been made, or in the event of any other event attributable to the Airline, as well as in the event of overbooking, the Airline shall compensate the passenger in accordance with the following:

(a) Delays. In the event of a delay in the commencement of the flight (which is defined as the time of commencement of taxiing for take-off), and the scheduled flight time as approved by the UAEAC is not met, the following shall be provided: (1) If the delay is more than one (1) hour and less than three (3) hours, the passenger shall be provided with refreshments and a telephone call of no more than three (3) minutes or by the most expeditious means available to the destination or, in the case of connections, to the point of origin, at the passenger's request. However, if the cause of the delay has been eliminated and a prompt departure of the flight is foreseeable (within fifteen (15) minutes), Gol may waive this compensation if it would result in a longer delay. (2) If the delay is more than three (3) hours and less than five (5) hours, in addition to the above, the passenger will be provided with food (breakfast, lunch or dinner, depending on the time). (3) If the delay is more than five (5) hours, in addition to the above, the passenger will be entitled to the additional compensation specified in paragraph (f). However, if the delay exceeds 10:00 p.m. (local time), the Airline shall also provide accommodation (if not at the place of residence) and transfer costs between the airport and the place of accommodation and vice versa, unless the passenger voluntarily agrees to prolong the waiting time if it is foreseeable that the flight will take place within a reasonable time.

- (b) Interruption of transportation. In case of interruption of the transportation, if the passenger does not opt for the reimbursement of the proportional part of the price corresponding to the part not covered, the passenger will be compensated for the delay suffered until the resumption of the transportation, as indicated for delays.
 - (c) Cancellation. In the event that the Airline decides to cancel a flight for which the Passenger's reservation has been confirmed, without refunding the fare as provided for in these Conditions, the Passenger will be charged the cost of accommodation (if not at the place of residence) and the cost of transport between the airport and the place of accommodation, and vice versa. In addition, if a delay occurs before the flight is canceled, the passenger will receive the compensation provided for delays. In cases where the cancellation is not due to force majeure or weather conditions affecting safety, in addition to the reimbursement of the fare paid for the route corresponding to the canceled flight, the passenger shall be entitled to additional compensation as provided for in paragraph (f).
 - If, as a result of the cancellation or other circumstances, the passenger is rerouted to another flight with the same or another airline, the passenger shall be compensated for the time spent waiting until the departure of the other flight. If the flight departs before six (6) hours
 - (6) hours from the scheduled departure time of the original flight, the additional compensation referred to in paragraph (f) shall not be payable.

However, in the aforementioned cases, the Airline shall not be liable if it proves that it was impossible to avoid the damage, or in cases of force majeure or meteorological reasons.

- (d) Overbooking. If the Passenger is denied boarding because of overbooking or for any other reason attributable to the Airline, and the Passenger has made a reservation and was also present at the airport in a timely manner, the Passenger shall be placed on the next available flight of the Airline on the same route to the final destination. If no flight is available, the Airline shall, at its own expense, make the necessary arrangements for the Passenger to be carried on another flight as soon as possible.
 - (e) Flight anticipation. If the Airline anticipates the flight by more than one hour without notifying the passenger, or if the Airline notifies the passenger that it is impossible for the Passenger to travel according to the new timetable, the passenger will be provided with transportation to the final destination on the Airline's next available flight on the same route. If the flight is not available, the Airline shall, at its own expense, make the necessary arrangements for the Passenger to board another flight as soon as possible. In such cases, the Passenger will not pay any excess if the new seat corresponds to a higher fare; if the Passenger does not accept any of these alternatives, the refund of the fare paid for the route or routes, without any penalty may be requested by the Passenger.

- (f) Additional Compensation. The Airline shall compensate the passenger with an additional sum equal to at least thirty percent (30%) of the value of the trip, payable in cash, unless the passenger expressly accepts another form, such as tickets on the Airline's routes, vouchers for the purchase of tickets, mileage recognition, etc., in the following cases: (1) Overbooking, when there is no direct agreement with the passenger, in which the passenger voluntarily agrees not to travel on the scheduled flight, (1) Overbooking, when there is no direct agreement with the passenger, in which the passenger voluntarily agrees not to travel on the scheduled flight, in the following cases: (1) Overbooking, when there is no direct agreement with the passenger, in which the passenger voluntarily agrees not to travel on the scheduled flight. (2) Delay of more than five (5) hours for reasons attributable to the Airline. (3) Cancellation of the flight for reasons attributable to the Airline. To determine the value of compensation for a single trip, the total price paid for the Ticket shall be multiplied by the ratio of the distance of such trip to the total distance.
- (g) Transit and Connections. The foregoing compensation shall also apply to Passengers in transit or connecting with the same Airline or under interline cooperation agreements, if they are unable to continue their journey. In such cases, the Airline shall verify that the Passenger is actually placed on the flight corresponding to the next leg of the journey and shall be responsible for any delays attributable to the Passenger beyond the transit or connection times agreed with the Passenger.

m. Interline Agreements

- a. Interline agreements allow Gol to sell routes operated by other Airlines whose flights are identified by the Airline's own designator codes. When Gol sells an interline ticket (which includes flights of other airline partners), Gol acts only as an issuing agent and assumes no liability for the acts or omissions of that airline, except where applicable law provides for joint and several liability.
- b. Acceptance of Interline Tickets from Other Airlines. Tickets from other airlines will be accepted if they have an interline agreement with Gol and are in compliance with their contractual obligations.

n. Code Sharing Agreements

- a. Definition. Code sharing is the practice whereby a flight operated by an airline is sold or offered by other airline partners as if it were the airline's own flight. For example, a flight may be sold as "G3" but operated by another Gol partner airline. In all cases where Gol offers codeshare routes operated by partner airlines, the passenger will be duly informed at the time of selecting the route.
- b. Use of codeshare services. One or more segments of the itinerary may be operated by Airlines other than Gol. However, if a Gol Ticket has been purchased, this Agreement shall apply regardless of the airline. Gol accepts joint and several legal liability in Colombia for all segments operated on a code-share basis.

- c. Rules Applicable to Code Share Flights. Notwithstanding any other provision of this Agreement, the following rules shall apply to flights operated by Gol's Code Share partners:
- i. Baggage. On itineraries where at least one segment is operated by Gol's partner companies, each Passenger shall be entitled to the baggage purchased, in accordance with the fare family, by the company selling the ticket, and may be charged for excess baggage, when applicable. If necessary, for operational or security reasons, the airline may request that carry-on baggage be checked at the boarding gate, and excess baggage may be charged, if applicable.
- ii. Additional services, carriage of minors and baggage with special conditions. With regard to additional services, transportation of minors and handling of baggage with special conditions, it is established that they shall be governed by the conditions and regulations of the airline operating the specific route within the framework of a codeshare.

Additional Services

- a. **Ground Transportation.** All ground transportation services provided by Gol or third parties contracted by Gol to the airport or from the airport to any other location may be charged by Gol upon prior notice to the Passenger and are not included in the price of the air transportation service contract.
- b. **Special Seats.** At the time of booking, Gol may, at its discretion, make available for sale to the Passenger seats differentiated in terms of space, comfort, services, etc., subject to the applicable tariffs.
- c. **On-Board Sales.** Gol may offer in-flight sales services on any of its flights, with prices independent of the fare paid for the Ticket, to be paid by the Passenger at the time of use of the service, at Gol's discretion.
- d. **Insurance.** GOL may, in addition to the price of the Ticket, offer transportation insurance or any other insurance that meets the interests of the Passenger.
- e. Fare for Accompanying Unaccompanied Minors between the ages of eight and twelve. Gol may charge a fee for the service of escorting unaccompanied minors between the ages of 8 and 16 from boarding to the aircraft and from the aircraft to disembarkation, if such service is requested by the minor's guardian. GOL does not carry unaccompanied minors under the age of 8 in order to prevent the sexual exploitation of children and adolescents.
- f. **Other.** In the event that the Passenger's accommodation requires more than one seat, Gol may charge an additional amount for the Ticket corresponding to the number of additional seats occupied by the Passenger.
- g. Optional Services. Gol has the right to offer additional services related to the contract of

carriage, in accordance with applicable legislation.

o. Gol's Liability

- a. **Liability.** Gol's liability is governed by various rules depending on the type of travel, including local laws and international conventions such as the Montreal Convention or the Warsaw Convention in the case of international air transportation. Applicable regulations may limit Gol's liability in the event of passenger injury or death, loss of or damage to baggage, and delays.
- b. **Limitation of Liability.** In accordance with articles 1003 and 1880 of the Commercial Code, Gol shall not be liable for damages suffered by the Passenger if such damages are the sole fault of third parties, if such damages are the sole fault of the Passenger, if such damages are caused by pre-flight organic injuries or illnesses that were not aggravated by events attributable to the Airline, and provided that the Passenger also proves that they took all necessary measures to avoid the damage or that it was impossible for them to take such measures. The foregoing is without prejudice to the provisions of international agreements in force for Colombia.