

CONTRACT OF AIR TRANSPORTATION OF PASSENGERS AND BAGGAGE IN COLOMBIA
CARRIER: AEROREPUBLICA DOING BUSINESS AS WINGO

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ARTICLE 1 – Applicability and Definitions

1.1. Applicability

The terms and conditions set forth in this Contract apply solely to the transportation of passengers and baggage on flights operated by carrier Aero República S.A. doing business as Wingo, in the territory of the Republic of Colombia and abroad.

General. The conditions set forth in this Contract of Air Transportation apply to those flights or flight segments operated by carrier Aero República S.A. doing business as Wingo and using the IATA designator for this airline (P5).

- a. Applicability. These Terms and Conditions of Carriage are applicable unless they contravene the National Constitution, ratified international treaties, or the laws or regulations of the countries where they are applicable. If any provision of these Terms and Conditions of Carriage is not enforceable, the validity of the other provisions shall not be affected.
- b. Codeshare and Charter Agreements. For some services, the Carrier has entered into codeshare and charter agreements with other airlines, carriers or individuals. This means that even when a Passenger has been issued a ticket bearing the Carrier's designator code or the Carrier's name as the transport airline, the Carrier operating the flight may be different. In such case, and pursuant to Section 2.2, the Terms and Conditions of this Contract of Carriage shall apply.

1.2 Definitions

Aerodrome means a defined land or water area devoted to the arrival and departure of aircraft and aircraft maneuvering on the surface.

Air Ticket or Ticket refers to the document that is electronically issued by the Carrier as proof of the contract of carriage. The term to be used in this Contract of Carriage is Ticket.

Air Transportation means transportation of people or things from an origin to a destination using aircraft.

Aircraft means any airplane capable of supporting itself in the air and traveling through the atmosphere due to air reactions –not including air reactions to the earth's surface– and suitable for carrying useful loads (people or things).

Airport Operator: An individual or legal entity authorized to manage or operate an airport.

Airport Tax refers to the the amount that the Passenger must pay for the use of the airport facilities, which is established by airport authorities and which may be collected by the Carrier, upon previous authorization, either on the ticket or at each airport.

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Baggage refers to the personal items, effects and other belongings of a Passenger, as are reasonably necessary or appropriate for the Passenger's trip. Unless otherwise specified, it shall include the Passenger's Personal Item, Carry-On Luggage and Checked Baggage.

Baggage Tag or Stub: Document issued by the Carrier in order to identify Checked Baggage.

Boarding Pass: A paper or electronic document issued by the Airline and assigned to flight coupon, which is required to board an aircraft.

Carrier means the company providing commercial and public air-transport services, whose designator code appears on the Ticket. For the purposes of this Contract, the Carrier shall be Aerorepública doing business as Wingo. The terms Carrier or Aerorepública doing business as Wingo may be used jointly or separately in this Contract, the Ticket or in any other document bearing the Designator Code, or in any other manner.

Carry-on Luggage mean a second piece of carry-on luggage that the Passenger is allowed to carry, upon paying the corresponding fee in compliance with the policies of Wingo. It must be placed on the overhead compartments for the duration of the flight. It must meet the dimensions and/or weight restrictions established by the Carrier.

Checked Baggage means baggage for which the passenger pays, which is placed under custody of the Carrier and for which the Carrier has issued a Baggage Tag. Checked Baggage must meet the dimensions and/or weight restrictions established by the Carrier.

Civil Aviation Authority: Special Administrative Unit of Civil Aviation (UAEAC, by its Spanish acronym), or the entity acting as such.

Dangerous Goods refers to all those items or substances that are classified as explosive, flammable, gases, acids, corrosive, radioactive, biological material, and/or those considered as such by the airline or by national or international laws or regulations.

Excess Baggage refers to Baggage which exceeds the allowed baggage in terms of weight, dimensions or number of pieces, for which additional charges shall be collected.

Fare means the price charged for the provision of the transportation service by the Carrier, which includes the fees and all the terms and conditions that are reflected on the final price paid by the Passenger under the Contract of Carriage, the General Conditions and the Fare Conditions.

Frequency means the number of flights operated in a given route.

IATA: International Air Transport Association.

International Transportation means air transportation between points located in different countries.

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Itinerary refers to an orderly set of the flights operated by the Carrier –Aerorepública doing business as Wingo– organized in a schedule; or the number of flights operated on a regular basis by the Carrier under the Wingo brand. It may include equipment, schedules, routes and frequency.

Lost Baggage means Checked Baggage that is not delivered to the Passenger at the time it is claimed or afterwards. Baggage that cannot be found after 21 days of search is considered Lost Baggage.

No-Show refers to a Passenger who, having a confirmed reservation for a given flight, does not show up at the time specified by the Carrier, causing the Passenger to miss the booked flight(s) and possibly generating charges or penalties.

Operator means a legal entity that is engaged in the commercial operation of aircrafts, and is authorized as such.

Passenger or Traveler: Any person, except members of the crew, who is carried or who must be carried on an airplane by virtue of a contract of carriage.

Personal Item: refers to baggage that the Passenger keeps with him or her during the flight, whose carriage is authorized by the Carrier in compliance with the General Conditions of the Contract of Carriage, the Fare Conditions, Policies and procedures of the Airline.

Refund: A reimbursement of the total or partial value of a ticket issued by the Carrier to the Passenger in case of voluntary or involuntary failure to travel. Such Refund may be subject to certain conditions. A refund may be processed using the same payment method used by the Passenger to purchase the ticket. Fares identified as non-refundable and previously accepted as such by the Passenger shall not be refunded.

Reservations refers to the assignment of space for one or more persons, in one or more flights, on specific dates, fares and routes. The confirmation of the reservation in the internal system of the Carrier is included in the Passenger Name Record (PNR) of each flight. The Carrier must be consulted to verify if the issued ticket requires a reservation confirmation.

Route refers to a segment between two given points. For commercial purposes, it refers to air transportation services provided between two cities.

Special Drawing Right (“SDR”) refers to an international reserve asset created by the International Monetary Fund in 1969 to supplement the official reserves of its member countries. Its value is based on a basket of four key international currencies. SDRs can be exchanged for freely usable currencies.

Stopover refers to the points –excluding the origination and destination points– that appear on the ticket or on the Carrier’s schedule as intermediary stops in the Passenger’s itinerary.

ARTICLE 2 – Regulations

Domestic and international regulations and provisions applicable to the Regular Air Transportation of Passengers and Baggage on flights operated by Aerorepública doing business as Wingo.

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2.1. Domestic Regulations (of Colombia)

2.1.1. Act 105 of 1993, which confers competence to the Special Administrative Unit of Civil Aviation, acting as a specialized Entity attached to the Ministry of Transportation, to perform functions related to air transportation and provide the guidelines for the provision of such service.

2.1.2. Act 336 of 1996 – “General Statute of Transportation”. As the regulation governing air transportation, it sets forth the principles and criteria for public air transportation, in compliance with Act 105 of 1993.

2.1.3. Code of Commerce – Book Five, Chapter 12, Articles 1874 et seq.

2.1.4. Aviation Regulations of Colombia (RAC, by its Spanish acronym), Section Three, Clauses 3.10 et seq., which regulate the rights and duties of users or passengers and carriers.

2.1.5. Act 1480 of 2011 – “Consumer Protection Statute”, as applicable to the contract of carriage.

2.2. International Regulations – Applicable to International Flights

2.2.1. Warsaw Convention of 1929, when applicable.

2.2.2. Hague Protocol of 1955, when applicable.

2.2.3. Montreal Protocols of 1975. Four protocols whose purpose was revising the aforementioned international instruments –the Warsaw Convention and The Hague Protocol–, in order to introduce certain amendments related to the expression of liability limits.

2.2.4. Montreal Protocol of 1999, which provides the liability of the Carrier and the compensation amount for damages resulting in death or injuries of passengers, damaged baggage and delays of air transportation.

2.2.5. Decision 619 of the Andean Community applies to its member states. This decision regulates the rights and obligations of users, carriers and operators of regular and not regular air-transportation services that are part to this Community.

2.2.6. With regard to the the Liability Regime applicable to Carriers, in addition to the Montreal and Warsaw Conventions, the following provisions also apply to International Transportation, provided they do not contravene such Conventions:

2.2.6.1. The provisions provided herein and further applicable regulations, which shall constitute an integral part hereof.

2.2.6.2. Regulations applicable to flights in Colombia and/or to flights operated by other airlines with whom cooperation agreements have been entered into or which are part of the network of routes offered.

ARTICLE 3 – Rights and Obligations of the Carrier and the User

3. Rights and Obligations of the Carrier

The following General Conditions constitute the conditions of carriage of the Airline and are incorporated, referenced and available for Passengers on the website www.wingo.com.

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3.1. In addition, this General Conditions complement the terms and conditions provided in:

3.1.1. The Ticket.

3.1.2. The Fare Conditions, in compliance with the approvals and/or records made thereof and filed with the Civil Aviation Authority.

3.1.3. The Itineraries.

3.1.4. The General Operation Manual of the Carrier, with regard to the Wingo brand.

3.2. The Passenger shall consult the regulations and conditions provided in the aforementioned documents, which are available on the “Terms and Conditions” section of Wingo’s website: www.wingo.com.

3.3. The Passenger accepts these General Conditions, as well as those provided by the applicable regulations.

3.4. These General Conditions are applicable, unless they contravene the authorized Fare Conditions, or any applicable regulation or Convention, in which case such Fare Conditions, regulations and Conventions shall prevail. If any provision of this General Conditions is not valid as it contravenes any of the above, the other provisions shall remain valid and in force.

3.5. Any modification, suspension or invalidation of these General Conditions or any document or regulation that is part of the Contract of Carriage and/or the Fare Conditions made by any person other than Wingo, including the Passenger, employees, dependents or Wingo authorized agents, shall be null and void. No person is authorized to modify the provisions set forth in these General Conditions or in the Contract of Carriage and no person shall be exempt from compliance therewith.

4. Reservations and Use of Data

4.1. Reservations made to travel with the Carrier must be paid immediately, they may be cancelled without previous notice and are subject to charges for Additional Services.

4.2. The Passenger accepts he/she provides personal information to the Carrier in order to make a reservation, purchase and issue a ticket, purchase additional services, acquire or provide services, be used by the Carrier for commercial purposes, carry out marketing research, manage customer relations, facilitate immigration processes and safety checks and make it available to government agencies or emergency services with regard to the trip. For these purposes, the Passenger authorizes Wingo to retain this information and transmit it to its offices, authorized agents, government agencies, other Carriers or service providers contracted by Wingo. Wingo agrees to protect such personal information and prevent it from being misused.

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5. Ticket

Tickets and additional services are personal and not transferable. However, the Carrier reserves the right to approve a name change on the Ticket, in which case, a new Ticket shall be issued subject to applicable Conditions. A fee for this service may be applied, in compliance with the provisions of the Fare Conditions. Changes are made provided that the Passenger has not traveled any of the routes included in the reservation or has not checked in for any of the flights.

The Ticket shall be issued once the total payment of the Fare has been made.

A fee or penalty may be applied by The Carrier in the event of No Show by the Passenger on the day of the flight.

The name of the Carrier may appear abbreviated on the Ticket.

The Stopover points shall appear on the Ticket or Itineraries published by the Carrier.

5.1. Notwithstanding any other applicable restrictions for the transportation of Passengers, the Carrier shall not be obligated to transport the Passenger if the reservation and payment of the Ticket fare is not verified or if the Passenger does not present a valid and adequate identification document in compliance with the provisions herein.

5.2. Notwithstanding the right of withdrawal, as well as the cases where the transportation service is not provided due to force majeure or causes attributable to the Airline, when as a result of the Fare Conditions applicable to the corresponding Contract of Carriage, a different period is shown on the Ticket, such Ticket shall be valid up to the date and time of the trip. Therefore, once the validity period has passed, the Ticket shall be null and void and the Passenger shall lose, as compensation for damages, the right to be transported using the purchased Ticket.

5.3. The Carrier shall refuse to provide any service if the corresponding Fare has not been paid, in compliance with the Fare Conditions, the Contract of Carriage and any further applicable conditions or if the Passenger refuses to pay for any additional services, either requested by the Passenger or required by the Airline (i.e. Checked Baggage, Seat Selection, etc.).

6. Issuance, Requirements and Conditions of the Ticket

A Ticket issued to a Passenger is nominative, personal and non-transferable or endorsable. Tickets shall only be issued electronically.

A Ticket is the proof of the contract of carriage between the Passenger and the Carrier, unless proven otherwise.

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6.1. Validity of the Ticket

The Carrier shall provide the transportation service only to the Passenger who presents his/her Ticket at the time of travel and whose name appears on the Ticket, which must match the name on the Passenger's identification document.

The Passenger must present his/her identification document and shall be transported provided that he/she is able to produce satisfactory identification and that the electronic Ticket has been issued to such Passenger for the corresponding route; otherwise, the Carrier shall void the presented Ticket and/or coupons.

6.2. Period of validity of the Ticket

The Ticket is valid to travel on the date and on the flight and class of service for which the reservation has been made and whose fare has been paid. All fares offered by the Airline are promotional fares, therefore, the validity of all tickets sold under the Wingo brand shall be valid from the time of purchase up to the time of the flight's departure. Any reservation is made in compliance with the conditions of the relevant fare. Accordingly, once the period of validity has passed, the Ticket shall be null and void and the Passenger shall lose, as compensation for damages, the right to be transported using the purchased Ticket.

A Ticket shall not be used to travel if its validity has expired before the Passenger's scheduled initial flight.

When a Passenger cancels the flight reservation stated on the Ticket before its expiry, the Ticket shall no longer be valid. The Passenger may request a reissue of the Ticket, which is subject to all applicable fare changes at the time of travel; otherwise, the Ticket shall no longer be valid after the time of departure for which it was issued has passed.

In the event the Passenger is prevented from travelling or, if after having started his/her trip, the Passenger is prevented from continuing his/her trip for health reasons, the Carrier shall extend the period of validity of the Ticket until the date on which the Passenger is once again in a position to travel upon presentation of a medical certificate. Said extension shall only start at the point at which the journey was interrupted and shall be valid for carriage in the class of the Fare initially paid by the Passenger. The Ticket shall be extended from the date shown on the medical certificate submitted. In the same way, the Tickets for immediate family members accompanying the Passenger shall also be extended.

In the event of the death of a Passenger during a journey, the Tickets of the persons who are accompanying the deceased Passenger, first degree relatives or spouse may be changed, upon presentation of a death certificate. The extension of the validity of the Ticket shall not exceed the period of validity of the aforementioned Ticket from the date of death of the Passenger.

The Carrier shall make its best efforts to transport the Passenger when, for reasons of force majeure, duly recognized as such, the Passenger notifies the need to change the

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Ticket to the Carrier twenty-four (24) hours prior to the flight, namely, before the scheduled date of departure.

In the event the Passenger is prevented from using his/her Ticket or a portion of it within its period of validity due to a cancellation of the flight by the Carrier or due to the Carrier's failure to provide space on the flight, the Carrier shall extend the period of validity of the Ticket until the Carrier's first flight on which space is available in the class of service for which the fare has been paid.

7. Refunds

In addition to the provisions of the Aviation Regulations of Colombia and any other amending or additional provisions, refund is applicable in the following cases:

7.1. Passenger's Dismissal

All fares provided by the Carrier doing business as Wingo are promotional and have been registered as such with the Civil Aviation Authority, therefore, Dismissal is not applicable.

7.2. Illness or Death

In the event a Passenger is prevented from starting or continuing his/her trip for health reasons or due to the Passenger's death, the Carrier shall refund the total amount paid for the Ticket or the value of the routes that were not traveled upon presenting proof of such event in compliance with the Aviation Regulations of Colombia. These refunds shall be made in accordance with the conditions of the fare applicable to the original payment method.

7.3. Refund Currency

Any refund made in Colombia must be paid in Colombian pesos. For international tickets whose values are expressed in dollars, the current legal exchange rate at the time of purchase shall be used.

7.4. Refund Requirements

The Passenger may request the refund of his/her ticket provided the following conditions are met:

7.4.1. The Ticket has not been used or has been partially used, and the Fare Conditions allow such refund.

7.4.2. The request must be made either by the person named on the Ticket or by the person who has paid for the Ticket, in which case the Carrier shall only make the refund to the person who paid for the Ticket upon presentation of satisfactory proof.

7.4.3. For promotional Tickets, the Airline reserves the right to make or to not make refunds.

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7.4.4. The Carrier shall only make the refund in the country in which the purchase was made.

7.5. Types of Refund

7.5.1. Voluntary Refund

If the Passenger fails to travel and does not notify the Carrier, the refund of the amount paid for the service (namely, the voluntary refund) shall be made by the Carrier only if the Ticket has been issued by the same Carrier and considering the relevant Fare Conditions. All the Fares provided by the Carrier are promotional, therefore, voluntary refund is not applicable.

7.5.2. Involuntary Refund

In the cases where the Carrier is responsible for interrupting the Passenger's flight for no regular reasons, the Carrier must refund the total or partial value of the Ticket as follows:

- If the Passenger has not used any portion of his/her Ticket and the interruption is due to irregular operation, maintenance or wait for equipment, the Carrier shall refund an amount equal to the total Fare paid.
- If the Passenger has used any portion of his/her Ticket, the Carrier shall refund the amount corresponding to the unused portions and shall discount the administrative charges, taxes and rates applicable to the used portions.
- If the flight is interrupted for reasons not attributable to the Carrier, including, without limitation, natural disasters, climate events or actions by the government, which prevent regular operation, the Carrier shall refund an amount equal to the total Fare paid.

7.5.3. Non-refundable Fare

The Carrier may refuse to refund a Fare in the event the Passenger has breached the contract of carriage. In all other cases where the purchased Fare is not refundable, according to the policies of the Carrier and reported as such to the Civil Aviation Authority, the Ticket may be used as a payment method for future purchases prior to the expiry of its period of validity.

8. Information

The Passenger is responsible for providing accurate information. The Carrier is not liable for any damage resulting from inaccurate or false information provided by the Passenger or by the person who purchases the Ticket.

Passengers shall be completely identified at check-in and when boarding the aircraft, by verifying his/her identification document and the name that appears on the Ticket. The following documents are valid to identify a Passenger:

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- (a) Personal Identity Card
- (b) Passport
- (c) Military Passbook
- (d) Identity Card (Minors)
- (e) Birth Certificate for minors with no identity card
- (f) Identification document of members belonging to government security agencies such as the National Police, DAS (Spanish acronym for Administrative Department of Security), Attorney General's Office, etc.

The Carrier may, without liability, reasonably refuse to transport a Passenger who fails to identify himself/herself or who fails to present the necessary documentation and/or visas for his/her trip. Photocopy of travel documents shall not be accepted. Only original documents shall be accepted.

9. Airport Security

For security reasons, the Carrier may carry out checks or inspections to the Passenger by using manual, mechanical or electronic methods.

10. Baggage

10.1. The Carrier shall transport the Baggage of the Passenger, provided the corresponding fees have been paid by the Passenger in accordance with the Fares established by the Carrier, the number of pieces, the type of Baggage and its dimensions, as the case may be.

10.2. The Passenger or the interested party is obligated to check the Baggage Policy of the Carrier, which are an integral part of the General Conditions provided herein and are available on the Carrier's website: www.wingo.com.

10.3. The Carrier is not liable for lost or damaged items, when such items are carried in Checked Baggage to be transported in the aircraft hold or in Carry-on Luggage. However, such items may be carried in Carry-on Luggage under the responsibility of the Passenger. Such items may include, without limitation: jewelry, personal documents, passports, identification documents, precious metals and gemstones, checks or security titles and other valuable documents, cash, glasses, cellphones, smartphones, medicine, cameras, Walkman®, MP3 players, headsets, portable DVD players and video game consoles, iPods, iPads, film recorders, computers and electronic equipment, pottery, china, calculators, liquor, perishable items, any item similar to the above.

10.4. Delayed items for which the Carrier is not responsible when carried in Checked Baggage or in carry-on luggage. Such items may be carried in carry-on luggage under the responsibility of the Passenger. Such items may include, without limitation: house or car keys, medicine, disposable baby diapers, baby formulas, passports, work samples (sellers), perishable items, any item similar to the above.

10.5. Any piece of Carry-on Luggage may also be subject to security inspections under the same conditions applicable to Checked Baggage provided above. In addition, all baggage shall comply with the regulations and procedures provided in the Baggage article of this Contract of Carriage.

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10.6. If any Baggage is carried in breach of the provisions of these General Conditions, the Carrier shall not be liable for the loss or damage of such baggage, except for the provisions of the applicable regulations; and the Passenger shall assume such risks.

10.7. Checked Baggage may be screened using an X-ray device and may be subject to physical inspection. If the Passenger is not available, his/her Baggage may be scanned or searched in their absence. In some places, such inspections may be performed by the authorities, military forces or national police of the country. Each passenger is liable for the content of his/her baggage to the Carrier and the relevant authorities.

10.8. The Carrier may inspect the Baggage, without the assistance of the Passenger if the Passenger is not available or present during the inspection. If the Passenger does not agree with the inspection, the Carrier may refuse to carry the Passenger's Baggage without liability for damages caused to the Passenger, except for the provisions of the applicable regulation.

10.9. At any time, the Carrier reserves the right to refuse to carry any Baggage due to its conditions, weight or features, or for security or operational reasons.

10.10. The Carrier may refuse to accept the declaration of Excess Baggage for any Checked Baggage.

11. Baggage Compensation

With regard to the liability of the Carrier for damages caused to Baggage, this contract of carriage, in accordance with these General Conditions of carriage, is subject to the aforementioned Conventions and International Regulations, where applicable, and the Aviation Regulations of Colombia.

11.1. Baggage loss, looting, destruction, damage or delay

In the event the Passenger's baggage is lost, looted, partially or totally destroyed, damaged or delayed, Passengers of domestic flights are entitled to be compensated in compliance with the provisions of the Code of Commerce. For international flights, Passengers are entitled to be compensated in compliance with the provisions of the protocols of Warsaw 1929, The Hague 1955 or Montreal 1999 and Decision 619 of the Andean Community, where applicable, or the instruments that replace them in the future.

The Carrier, pursuant to applicable regulations, is liable for damages sustained in the case of destruction, loss or deterioration of Checked Baggage, provided that the event that caused such destruction, loss or deterioration occurred on board of the aircraft or while the Checked Baggage was under the custody of the Carrier.

With regard to Carry-On Luggage, the Carrier is liable if the damage is attributable to the Carrier or its agents or employees.

If the weight of the Baggage is not recorded in the relevant receipt, it is assumed that the total weight of the Baggage does not exceed the weight allowance established by the Airline for the corresponding class of service.

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11.2. Time Limit to Submit Claims for failures in Baggage transportation

The Carrier shall process the claim for loss, looting, partial or total destruction, damage or delay of Checked Baggage, provided such claim is filed by the Passenger under the following conditions:

11.2.1. In the event of loss, looting, partial or total destruction or damage of Baggage, the Passenger must file a written complaint with the Carrier immediately after noticing such event or within a period of seven (7) days from the date on which the Baggage was made available to the Passenger or the date on which such Baggage must have been delivered to the Passenger at his/her destination.

11.2.2. In the event of Baggage delay, the Passenger must file a written complaint with the Carrier within a period of twenty-one (21) days from the date on which such Baggage must have been delivered to the Passenger at his/her destination.

11.2.3. Pursuant to Article 1208 of the Code of Commerce, the receipt of Checked Baggage without any complaint from the Passenger shall constitute a presumption that the Baggage was delivered in accordance with the Contract of Carriage. Any partial loss or noticeable looting or damage, must be declared at the time of the Baggage delivery and receipt.

11.2.4. When special circumstances prevent the immediate examination of the Baggage conditions at the time of delivery, the Passenger may receive it provided an examination is carried out. The examination shall be carried out in the presence of the Carrier or the person appointed by the Carrier within three (3) days from the date on which the Baggage was made available to the Passenger.

11.3 Unclaimed Baggage

If a passenger does not claim his/her Baggage within the aforementioned periods, the Airline shall not be liable to the Passenger for unclaimed Baggage or items.

If after one (1) month after the arrival of the Baggage, the Passenger or a representative thereof holding a Baggage Tag does not claim the Baggage, the Airline shall request its claim within a period of two (2) months from the date on which the notification was sent to the Passenger. If the Baggage is not claimed within such period, the unclaimed items shall be inventoried and delivered to the Civil Aviation Authority to be donated to charity.

11.4. Compensations

In the event of partial or total loss of Checked Baggage, the company shall offer compensation for an amount according to the route.

11.4.1. Domestic Flights: twenty thousand pesos (COP\$ 20,000) –legal currency of Colombia– for each kilo. The Carrier’s liability shall be limited to an amount of four-hundred thousand pesos (COP\$ 400,000). In cases where the Baggage or its content exceed such amount, the Passenger must make a special declaration of value at check-in and the Carrier may accept or refuse the transportation of such Baggage. The Carrier’s liability shall be limited to such amount, unless such special

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declaration of value has been made by the Passenger at the time the Baggage is delivered to the Carrier.

11.4.2. International Flights: up to one-hundred thousand thirty-one Special Drawing Rights under the Montreal Protocol. In cases where the Baggage or its content exceed such amount, the Passenger must make a special declaration of value at check-in and the Carrier may accept or refuse the transportation of such Baggage. The Carrier's liability shall be limited to such amount, unless such special declaration of value has been made by the Passenger at the time the Baggage is delivered to the Carrier.

11.5. Exclusion of Liability

The Carrier shall not be liable for damages caused by force majeure or by any defects or irregularities of the Baggage.

If the belongings included in the Baggage have caused damages to other Passengers or to the Carrier.

The Carrier is not liable for damages or losses of fragile or valuable objects which has not been packed properly, unless the Passenger has made the Special Declaration of Value provided in Section 3.2.4. of this Contract sample.

12. Flight Cancellations, Delays, Operational Changes and Compensation

The Carrier shall make reasonable efforts to prevent delays in the transportation of Passengers and Baggage, as well as potential flight cancellations and operational changes.

In the event the Carrier is obligated to change a flight's scheduled time of departure, for either an earlier or a later schedule, the Carrier must notify such change to the Passenger holding the reservation 24 hours prior to the flight's departure. If the contact information provided by the Passenger is not correct, the Carrier shall be excluded from liability. In the event of flight cancellation, the Carrier must offer to transport the Passenger on a different flight or provide transportation on a different Carrier accepted by the Passenger at no additional charge. If the change is not accepted by the Passenger and the Carrier cannot reserve space on a different flight, the Passenger shall be refunded an amount equivalent to the total fare.

Similarly, in case of flight interruption, cancellation, detour or missed connecting flight, the Carrier must offer to transport the Passenger on a different flight or provide transportation on a different Carrier accepted by the Passenger at no additional charge; otherwise, the Passenger shall be refunded an amount equivalent to the total fare upon request.

The Carrier is not liable for any delay, interruption, cancellation or operational change made for reasons not attributable to the Carrier.

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12.1. Passenger Compensation

In all cases where transportation is not carried out for reasons attributable to the Carrier (flight delay, interruption, earlier schedule, detour, cancellation, overbooking, etc.), the Carrier shall proceed in compliance with the provisions of the Aviation Regulations of Colombia and any other amending or additional provisions.

12.2. Overbooking

Flights operated by the Carrier may be subject to overbooking, which may result in the Carrier's failure to provide previously reserved or confirmed space on a specific flight. In such cases, the Carrier shall be obligated to:

12.3. Procedure and Compensation in the event of Overbooking

The procedure applicable to an overbooked flight is the following:

12.3.1. Request for Volunteers: This procedure consists of informing Passengers holding reservations for a flight that such flight is overbooked and attempting to find Passengers with flexible itineraries who are willing to offer their seats in exchange for compensation. Such compensation shall be determined by The Carrier if there are no applicable legal provisions.

12.3.2. In other cases, and particularly for overbooked flights, if there is no space available for the Passenger and if the Passenger has not volunteered, the Carrier shall identify such Passenger as an involuntary Passenger. When no space is available for an involuntary Passenger holding a reservation, the Passenger shall be compensated pursuant to applicable law or pursuant to the compensation determined by the Carrier if there is no applicable legal provision. The Carrier reserves the right to modify, from time to time, the compensation terms for overbooking, complying at all times with the applicable legal provisions.

12.4 Compensation Method

The Carrier does not use cash for voluntary or involuntary compensation. The Carrier shall use travel vouchers known as Denied Boarding Compensation (DBC) vouchers. These vouchers are issued on the date and at the point of the overbooking. If the Passenger agrees to volunteer, such Passenger shall receive a travel voucher for which the Passenger shall sign a receipt releasing the Carrier from any liability. DBC vouchers may be used to purchase airline tickets, pay for excess baggage, pay penalties, and pay for difference in fares. DBC vouchers shall be used to purchase services provided by other airlines. DBC vouchers are not refundable, have no residual value and shall be used to pay for any type of taxes. Face value of issued DBC vouchers shall be determined by the Carrier pursuant to the compensation policy in force at the time of the incident.

12.5. Priority Seat Assignment in Cases of Overbooking

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In cases of overbooking the Carrier shall assign seats to Passengers according to the following priority order:

1. Passengers requiring any kind of special assistance or traveling with wheelchairs
2. Pregnant women
3. Minors under the age of five (5) plus one companion
4. Passengers over the age of 60
5. Minor under the age of five are not admitted without a companion

12.6. Subsequent Transportation of Overbooked Passengers

Passengers who were not able to obtain confirmed space from the Carrier due to overbooking shall be transported by the Carrier in the following order:

- 12.6.1. On the next available flight operated by the Carrier at no additional cost to the Passenger, whether the passenger was classified as voluntary or involuntary.
- 12.6.2. On a flight operated by another airline if so requested by Passenger and provided there is space available on such flight and the scheduled time of arrival of such flight is earlier than the next flight operated by the Carrier.

12.7. Limitation of Liability

Acceptance of a DBC voucher by the passenger constitutes compensation of the Passenger by the Carrier for overbooking and excludes the Carrier from any and all subsequent liability.

13. Restrictions and Conditions

Ticket fares apply only to the transportation service provided between the airport of origin and the final destination, unless otherwise provided.

The value of fares is equivalent to the value such fares had on the date on which the Ticket was issued and shall not include ground transportation or transfer between airports or terminal in the city.

The fare applied on the date on which the Ticket was issued is valid for a fully-used Ticket and must be used according to the sequence of coupons applicable to the trip and date for which the reservation was made. If the Passenger makes voluntary changes to the itineraries of the reservation, the Carrier may charge a penalty or may request payment of the fare difference.

Similarly, if the Passenger changes the point of origin or destination for reasons of force majeure, duly recognized as such, and does not use the first portion of the Ticket or does not use all the portions of the Ticket or does not use such portions in accordance with the issuance sequence, the Passenger shall pay the applicable penalty plus the fare difference, if applicable at the time of travel, or may request the refund, where applicable, considering the refund policy provided in this contract.

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The fares of tickets purchased in Colombia must be paid in Colombian pesos.

14. Taxes, Duties and other charges

Taxes, duties and other charges are paid by the Passenger and are included in the fare of the Ticket. The Passenger is notified of such taxes, duties and other charges at the time of making the reservation and purchase of his/her Ticket in compliance with the regulations provided by relevant authorities.

15. Boarding Protocol and Administrative Formalities

15.1. Issuance of the Boarding Pass

15.1.1. The Passenger is required to present his/her printed boarding pass and valid identification document with photo in order to board the aircraft.

15.1.2. All Passengers under one reservation may be checked in online by selecting each passenger in the system.

15.1.3. The Passenger must complete the check-in process prior to the flight's schedule departure to comply with any formality or procedure required by the government, airport authorities or the Carrier, and within the time limit specified by the Carrier for domestic and international flights. In the event the Passenger does not check in within the time limit specified by the Carrier, the Carrier may cancel the space confirmed for the Passenger and make use of it and charge the applicable penalties.

15.1.4. Any failure by the Passenger to comply with the provisions under this section constitutes a breach of this Contract of Carriage, and the Carrier shall be entitled to cancel the Passenger's confirmed space and make use of it and charge the applicable penalties.

15.1.5. The Carrier shall be excluded from liability if the Passenger misses a flight due to not having his/her boarding pass.

16. Refusal and Limitation of Carriage

Notwithstanding any other causes provided by the Carrier in compliance with the applicable regulations, the Carrier may deny boarding or transportation to any person, at any time, if such person has been notified that after a given date such person cannot be boarded, or if on previous or future flights such person:

16.1. Fails to comply with the provisions of the applicable law or regulations, relevant authorities, the Carrier or, particularly, provisions related with flight safety.

16.2. Engages or is involved in some incident that threatens or risks the physical integrity or the safety of the Passengers, the crew members, the baggage, the cargo or the aircraft.

16.3. Is sick or appears to be sick, intoxicated or under the influence of alcohol or drugs.

16.4. Displays aggressive or unacceptable behavior.

16.5. Does not allowed himself/herself to be searched.

16.6. Does not allow the inspection of his/her checked or carry-on luggage.

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16.7. May pose a potential threat to the on-board safety, comfort, and order or to the health or safety of the other Passengers and members of the crew, or to the integrity of the flight.

16.8. Has not paid applicable fares, taxes and other charges.

16.9. Does not have valid trip documents, attempts to enter a country for which said person does not have the necessary documentation, destroys his documentation during the trip, or refuses to provide his/her documentation to the crew member in exchange for the corresponding receipt or proof.

16.10. Presents a ticket acquired unlawfully or reported as stolen or false, or is not the person designated as Passenger.

16.11. Has not used the flight coupons in sequence or presents a ticket that has not been issued by the Carrier or an authorized agent, or whose ticket is altered in any way.

16.12. Does not obey the safety and behavior instructions provided by the Carrier's representatives, either on land or during the flight.

16.13. Does not comply with the applicable law and regulations.

16.14. Is included on restricted lists issued by the relevant authorities in any of the countries where the Carrier operates.

16.15. Has not paid or refuses to pay for applicable Additional Services, taxes, duties or contributions or other applicable charges and expenses.

16.16. Is under special legal conditions, has mental disorders, is a deportee or inadmissible person, has been demobilized and/or engages in unruly behavior, as provided by Section 17 of the Aviation Regulations of Colombia.

16.17. The Carrier, at its sole discretion, may refuse to provide the transportation service and shall not be liable for the expenses incurred by the Passenger.

17. On-board Services

On-board services are subject to the policies established by the Carrier, which are available on the Carrier's website. The Carrier may modify such policies at its discretion at any time and may establish charges for on-board services, which may be collected directly or indirectly.

18. Partnerships and Cooperation Agreements

The Carrier reserves the right to enter into Partnership and Cooperation Agreements with other airlines, upon being granted the required governmental approvals. These agreements include, without limitation: Codeshare and Charter Agreements, Interline Agreements and Global Alliances. This means that even when a Passenger has been issued a ticket bearing The Carrier's designator code or the Carrier's name as the transport airline, the Carrier operating the flight may be different, which shall be notified to the Passenger.

19. Liability of the Carrier for personal damages to Passengers in Colombia

The transportation service provided in accordance with these General Conditions of Carriage is subject to the aforementioned International Conventions and Regulations and to the Aviation Regulations of Colombia (RAC, by its Spanish acronym), and any other additional or amending provisions, with regard to the Liability of the Carrier for personal damages to Passengers, as follows:

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19.1. Exclusion of Liability

The Carrier shall not be liable for personal injuries or death of Passengers if the following is proven:

- Such damage was not due to negligence or other wrongful act or omission of the Carrier.
- Such damage was solely due to the negligence or other wrongful act or omission of a third party.
- Such damage was due to a failure to comply with aviation and governmental laws and regulations by the Passenger or user.
- If, due to the Passenger's age or mental or physical conditions, his/her transportation poses any risk or danger to him/her, the Carrier is not liable for the worsening of such conditions or for the occurrence of any illness, injury or disability or for the Passenger's death attributable to such conditions.

19.2. Liability of the Carrier for damages caused by delay of Passengers and Baggage.

19.2.1. Compensation

In the case of loss, looting, total or partial destruction, damage or delay Passengers of domestic flights are entitled to be compensated in compliance with the provisions of the Code of Commerce. For international flights, Passengers are entitled to be compensated in compliance with the provisions of the protocols of Warsaw 1929, The Hague 1955 or Montreal 1999 and Decision 619 of the Andean Community, where applicable, or the instruments that replace them in the future.

19.2.2. Time Limit to Submit Claims or File for Legal Actions

The Carrier shall process the claim for loss, looting, partial or total destruction, damage or delay of Checked Baggage, provided such claim is filed by the Passenger under the following conditions: a) In the event of loss, looting, partial or total destruction or damage of Baggage, the Passenger must file a written complaint with the Carrier immediately after noticing such event or within a period of seven (7) days from the date on which the Baggage was made available to the Passenger or the date on which such Baggage must have been delivered to the Passenger at his/her destination; b) In the event of Baggage delay, the Passenger must file a written complaint with the Carrier within a period of twenty-one (21) days from the date on which such Baggage must have been delivered to the Passenger at his/her destination; c) Pursuant to Article 1208 of the Code of Commerce, the receipt of Checked Baggage without any complaint from the Passenger shall constitute a presumption that the Baggage was delivered in accordance with the Contract of Carriage. Any partial loss or noticeable looting or damage, must be declared at the time of the Baggage delivery and receipt. When special circumstances prevent the immediate examination of the Baggage conditions at the time of delivery, the Passenger may receive it provided an examination is carried out. The examination shall be carried out in the presence of the Carrier or the person appointed by the Carrier within three (3) days from the date on which the Baggage was made available to the Passenger. Notwithstanding the

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above, no provision set forth herein shall operate as a waiver of any of the Carrier's liability limitations or exclusions provided by the Montreal Convention or any other applicable regulation.

19.2.3. Exclusion of Liability for Delays

The Carrier is not liable for damages arising out of delays, if it is proven that the Carrier or its employees took all the necessary measures to prevent such damages or that it was impossible to take such measures.

The Carrier is not responsible for damages arising out of delays, if such delays were due to negligence, act or omission of the Passenger.

19.4.2. Other conditions applicable to the liability regime

When the transportation service is provided between two points of the same country, the liability of the Carrier for the death or physical injuries of Passengers and/or Baggage loss, delay or damage is limited by the applicable laws and regulations of such country. In addition, for international flights, the liability of the Carrier for the death or physical injuries of Passengers and/or Baggage loss, delay or damage is limited by international air-transportation conventions such as the Warsaw Convention, the Montreal Convention and any other applicable conventions or protocols.

When the Carrier issues a Ticket for the Passenger to be transported by other carrier company, the Carrier shall only act as agent for such other carrier company, who shall be liable for damages occurred during transportation provided by such other company. The Carrier shall only be liable for damages occurred during transportation or flight segments for which the Carrier's Designator Code appears on the carrier box of the Ticket.

ARTICLE 4 – Rights and Duties of the Passenger or User

20. Rights and Duties of the Passenger or User

The Contract of Carriage sets forth the following rights and duties that must be considered by the Passenger or User:

20.1. Airport Security:

20.1.1. The Passenger is liable to the Carrier and authorities for the content of his/her Baggage.

20.1.2. The Passenger must present all valid documentation requested by the Carrier during the boarding process and in all other cases where the Carrier or airport or government authorities require such documentation.

20.1.3. For the purposes of Checked Baggage and Carry-on Luggage, the Passenger must keep in mind the provisions of Sections 3.10.3.9 (Restrictions and Prohibitions), 3.10.3.9.1 (Dangerous Goods), 3.10.3.9.2 (Firearms), 3.10.3.9.3 (Difficult Items to Transport), 3.10.3.9.4 (Restricted Items), 3.10.3.10 (Valuable

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Objects) and 3.10.3.12 (Carriage of Food and Plants) of the Aviation Regulations of Colombia (RAC, by its Spanish acronym).

20.2. Fares and Tickets

The Passenger shall not be transported, unless he/she presents a valid ticket or if the presented ticket is not in good conditions or has been altered or modified by unauthorized persons. If the Ticket is electronic, the Passenger shall not be transported unless he/she provides information to prove that he/she is the valid holder of such Ticket.

The Passenger must request immediate correction if he/she notices that there exists a mistake in the information contained in the Ticket.

The Passenger must take all reasonable measures to protect his/her Ticket and prevent it from being lost or damaged.

The Passenger must select the fare that best suits his/her needs or requirements and must verify the conditions applicable to such fare.

The Ticket purchased by the Passenger is valid only for the route or routes shown on the Ticket.

The Passenger must notify the Carrier, under the terms established by Aviation Regulations of Colombia or any other applicable aviation regulations, that he/she wishes to make changes to the route or to any other element of the contract. If such change results in a fare increase, the Passenger must pay such increase if so accepted by the Passenger.

If, for reasons of force majeure, duly recognized as such, the Passenger is not able to use all or any portions of the Ticket, he/she must notify the Carrier well in advance of the trip, in order for the Carrier to carry out the applicable procedures to extend the period of validity of the Ticket or to refund the purchased fare, upon acceptance by the Passenger.

If the Passenger wishes to make changes to the Ticket, he/she must pay the applicable penalty fees.

The passenger must pay the current rate at the date of payment of the Ticket in order to travel on the scheduled date and according to the agreed itinerary.

The Passenger must pay any tax or additional duty applicable to the provision of the transportation services not included in the fare.

20.3. Baggage

The Passenger must check with the Carrier, at the time of reservation, the Baggage allowance for the route to be traveled and the cost for the purchase of the Additional Service.

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If the Passenger is carrying equipment used in shooting sports, he/she is responsible for verifying the requirements and carrying the documentation required by authorities of the origin and destination countries. No firearms are allowed in compliance with Wingo's Baggage Policy.

The Passenger must check with the Carrier before using any kind of electronic equipment.

The Passenger must deliver his/her Baggage at the check-in counter.

The Passenger is allowed to carry Baggage by paying the corresponding fees in accordance with the limits and conditions established by the Carrier, which are available on the Carrier's sales channels and website.

The Passenger must claim his/her Baggage as soon as it is available to be claimed at the destination airport or at the airport where the flight is interrupted, by presenting the Baggage Tag. Baggage shall be delivered to the Passenger providing proof deemed satisfactory by the Carrier.

20.4. Special Declaration of Value

In cases where the value of Checked Baggage exceeds the liability limitations provided in the Contract for Baggage destruction, loss, damage or delay, the Passenger may make a Special Declaration of Value before the check-in deadline, presenting to the Carrier the Special Declaration of Interest, which shall be limited to a certain amount or value and for which the passengers will have to pay an additional fee. In such case, the Carrier may refuse to accept such Special Declaration of Value for the Checked Baggage.

The Carrier reserves the right to verify the declared value of the Baggage and its content. Similarly, the Carrier reserves the right to establish a maximum limit for declarations that may be presented.

21. Boarding Protocol and Administrative Formalities

21.1. Accuracy of Information

The Passenger shall be responsible for obtaining all documentation, visas and permits required for his/her trip and, where applicable, for his/her children and/or passengers under his/her responsibility. In addition, the Passenger is obligated to comply with the applicable regulations of the specific country the Passenger is departing from, transiting through, or traveling to, as well as with any other requirement by the Carrier.

The Passenger must provide the Carrier with accurate personal information at the time of reservation or purchase of the Ticket. Such personal information shall include full name, identification document, address, contact telephone number where the Ticket was purchased or in the point of origin or destination, as well as the address and telephone number of a close relative, who may be contacted in the event of an accident or any other

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contingency. If the information provided to the Carrier is incorrect or inaccurate, the Carrier shall not be responsible if the Passenger is not properly informed about changes to his/her flights or itineraries or about any other information that may be supplied for the proper provision of the transportation service.

In compliance with the provisions of the Aviation Regulations of Colombia, if the reservation and/or purchase of a Ticket is made by a third party, such third party must transfer such information to the Carrier, otherwise, such third party shall be responsible for contacting the user.

If the Passenger does not comply with all the formalities set forth in the above paragraphs with regard to documentation and other travel requirements, the Carrier may refuse to transport the Passenger.

The Passenger must comply with all the regulations and procedures established by the authorities with regard to immigration, customs, health, security and border control, as well as with customs and security controls required by governmental or aviation authorities.

The Passenger must refund the Carrier any amount or expense incurred due to missing or false documentation or non-compliance with the laws, regulations, provisions and conditions of this contract.

The Passenger shall not be refunded the fare collected for carriage to the point of refusal of entry or deportation of the Passenger.

21.2. Reservations

The Passenger or user is obligated to comply with all the requirements established and informed by the Carrier with regard to compliance with the usage of the Ticket, flight changes or modifications, boarding protocols, etc.

The Passenger must comply with the Check-In Deadlines in order to facilitate the trip and avoid cancellations of his/her reservations. If the trip includes different flights, the Passenger must check if he/she has all information regarding the Check-In Deadlines for such flights.

The Passenger must be at the boarding gate at the time provided by the Carrier, upon checking his/her Baggage, otherwise he/she may be denied boarding by the Carrier.

If the Passenger is not able to use the reservation or all or any portions of the Ticket, he/she must notify the Carrier at least twenty-four (24) hours prior to the trip, in order for the Carrier to cancel the reservation, in which case such reservation shall no longer be valid and shall not be refunded since it is a promotional fare.

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If, for reasons of force majeure, duly recognized as such, the Passenger is not able to use all or any portions of the Ticket, or cannot use such portions in accordance with the issuance sequence or on the established dates, the Passenger may pay an additional fee in order to travel. Such fee corresponds to the difference between the initial fare paid by the Passenger and the current fare at the time of travel, provided such fee is paid before the scheduled departure of the flight. If the Passenger is not able to travel, he/she may request the refund provided the acquired fare allows such refund.

21.3. No Modification of contract

No employee or agent of the Carrier shall have the authority to alter, modify, or waive any any provision of this Contract of Carriage.

22. Transportation of Passengers with disabilities, illness or assistance equipment

22.1. Passengers in need of medical assistance equipment (personal oxygen concentrators, manual wheelchairs, etc.) must provide up to 24 hours' advance notice to the Carrier by contacting the call center. In addition, a medical certificate must be presented stating that such medical equipment must be carried by the Passenger.

22.2. An assistant is any person of legal age (except for assistants accompanying visually impaired clients) with no disabilities accompanying a Passenger with any kind of disability requiring assistance during the flight.

22.3. An assistant shall be required in the following cases, where assistance is essential for safety reasons. The assistant must be 18 years old or older and must provide the necessary assistance to Passengers with special needs, subject to the Policies of Wingo, which are available on www.wingo.com. The Ticket of the assistant must be purchased and its price shall be equivalent to the applicable fare.

22.3.1. A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions provided by members of the crew.

22.3.2. A person with a physical impairment affecting 50% or more of his/her total mobility making him/her unable to physically assist himself/herself in the event of evacuation of the aircraft.

22.3.3. A person who is not able to take care of his/her physiological needs by himself/herself.

22.3.4. A person who has hearing and/or vision impairments making him/her unable to establish some means of communication with the Carrier's personnel.

22.3.5. The Passenger shall be allowed to carry medical assistance equipment provided such equipment meets the requirements for Checked Baggage or Carry-on Luggage. Such equipment shall not be considered as an additional piece, therefore, it shall be free of charge.

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22.4. Passengers requiring an Assistant for any of the following reasons:

22.4.1. Seriously ill Passengers: A person of legal age (18) may be required to accompany the Passenger if so determined by the Airport's Health Department or the captain of the flight.

22.4.2. Passengers with disabilities: A person of legal age (18) may be required to accompany a Passenger who is able to move but in a limited manner.

22.4.3. A person of legal age may be required to accompany up to 2 Passenger with disabilities in all other cases, except for visually impaired Passengers.

22.5. A visually impaired person may travel with or without a guide dog. The guide dog shall travel on the cabin with the Passenger, even if the guide dog's weight exceeds 10 kg. The guide dog must wear a muzzle as required by law. The guide dog shall be boarded upon presentation of a valid vaccination certificate and in compliance with the policies of Wingo, which are available on www.wingo.com.

22.6. The guide dog must be located at the Passenger's feet. The Passenger shall be assigned a window seat. If there is space available on the flight, the crew shall try to leave the adjacent seats free.

22.7. Requests to authorize groups of people with disabilities on the same flight must contain as many specifications and details as possible about the disabilities and the number of assistants traveling with the Passengers.

22.8. For any flight, the maximum number of People with Reduced Mobility (PMR) is established by the Carrier in compliance with its policies. Larger groups may be authorized upon previous approval by the Carrier's Vice-president of Operations.

22.9. The Carrier may apply additional charges if personnel or equipment must be made available for Passengers with special needs.

22.10. The Passenger may purchase food and drinks directly or indirectly sold by the Carrier on board. However, the Carrier is not liable if the Passenger is affected by the consumption of such food or drinks as a result of Passenger's conditions such as allergies, chronic diseases or any other type of illness which results from or intensifies due to such consumption.

22.11. If the Passenger is not admitted in the destination country and does not have a return ticket, the Passenger must purchase a new Ticket for returning to the city of origin.

23. Transportation of Minors

The Carrier must take into account the following information with regard to the provision of air transportation services for minors:

23.1. Minors from 0 to 14 years old

Infant: Infants are minors who, by the date of the trip, have not turned two (2) years old. An adult passenger is allowed to travel with a minor under 2 on a domestic flight, provided the adult passenger holds the infant on his/her lap and the infant does not occupy a seat. If the responsible adult wishes the infant to occupy a seat, he/she must purchase it at the applicable rate and the infant must be carried on a child seat, which must comply with international standards to be used on an aircraft.

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Infants within this age range shall not be allowed to fly until they are least 7 days old. A medical certificate must be presented stating that the infant is able to travel.

An adult person may travel with two infants, provided that a seat is purchased for one of the two infants.

Child: refers to minor between two (2) and less than fourteen (14) years old. In compliance with the Aviation Regulations of Colombia, for domestic flights these minors shall be charged a maximum rate equivalent to two-thirds of the corresponding fee, and have the right to occupy a seat. Such provision does not apply to promotional rates. All Wingo rates are promotional.

The aforementioned benefits shall not be mandatory for the Carrier if fares are promotional, duly registered and/or approved as such.

Minors within such age range are not allowed to travel alone. They are only able to travel with one of their parents or an adult person acting as their legal representative. In order to provide proof of parenthood, the parent must present the minor's birth certificate and the parent's identification document. In cases where the minor is traveling with a legal representative, such legal representative must present a legally valid document authorizing such representation as well as his/her identification document. Documents must have been issued within fifteen (15) days prior to the trip.

Wingo shall not provide transportation services or custody of unaccompanied minors.

Minors between five (5) and fourteen (14) years old are able to travel in group and must have been authorized by their parents or guardians, provided they are accompanied by a duly authorized appropriate adult in compliance with Wingo's policies.

Infants and children, and those accompanying them, are not allowed to seat next to the emergency exits for safety reasons.

23.2. Minors from 14 to 18 years old

Minors from fourteen (14) to eighteen (18) are able to travel alone if authorized by their parents or legal guardians.

In case of traveling in groups or when accompanied by a duly appropriate adult, each minor must present an authorization complying with the aforementioned conditions.

23.3. Requirements for transportation of unaccompanied minors or minors under the custody of the Carrier

Wingo shall not provide transportation services or custody of unaccompanied minors.

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23.4. Documents and other requirements for transportation of minors

23.4.1. Required documentation: identity card or passport for minors traveling with their parents or guardians. If the minor is not traveling with any of his/her parents or guardians, a notarized and/or apostilled authorization by the minor's parents or guardians must be presented stating the name, address and telephone of the person authorized to accompany the minor. Minors traveling on international flights with only one of their parents must present a notarized and/or apostilled authorization signed by the parent who is not traveling with them.

23.4.2. If minors are not reported at the time of making the reservation, the Carrier shall consider such minors as unreported minors and may deny boarding.

23.4.3. At check-in, the Carrier shall verify the age of the minor by requesting the minor's identification document –which must have a photo of the minor– or passport.

23.5. Regulations governing transportation of minors

In compliance to the provisions of the Aviation Regulations of Colombia, transportation of minors is subject to the following regulations:

Act 1098 of 2006 (Articles 89 and 110) on children and adolescents. When transporting minors, the Carrier must take into account the provisions of Section 11, Article 89 with regard to the assistance that must be provided by the police and other relevant authorities for the permanent supervision of the children and adolescents at ground, air and maritime terminals, as well as the provisions of Article 110 regarding travel permits for minors traveling abroad.

Act 679 of 2001, complemented by Act 1336 of 2009 and Resolution 04311 of 2010 of the Special Administrative Unit of Civil Aviation which provide that in order to prevent sexual exploitation of children and adolescents, all companies providing public and commercial air-transportation services shall adopt a self-regulation protocol or code of conduct which must be complied with by its legal representatives, directors, administrators, employees and contractors connected with the provision of the air-transportation service.

The Code of Conduct must be part of the Company Policies or the Code of Ethics of companies providing public commercial air-transportation services, and shall incorporate, at least, the following provisions on self-regulatory measures:

23.5.1. Refraining from offering passengers and the general public, expressly or surreptitiously, tourism plans or transportation services that in any way include sexual exploitation of children and adolescents.

23.5.2. Refraining from providing to passengers and the general public, directly or through any other person, information about places where sexual exploitation of children and adolescents may be coordinated or practiced.

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23.5.3. Refraining from taking passengers or the general public, directly or through third parties, to premises or places where sexual exploitation of children and adolescents is practiced.

23.5.4. Refraining from taking children or adolescents, directly or through third parties, to premises or places, including anchored or offshore vessels for purposes related with sexual exploitation.

23.5.5. Refraining from providing aircraft for purposes related with sexual exploitation of children and adolescents.

23.5.6. Adopting all necessary measures to ensure that contracts entered into with suppliers after the period of validity of this resolution expressly state the enforceability of the provisions contained in the Code of Conduct.

23.5.7. Reporting to relevant authorities any fact or situation occurring during the provision of the air-transportation service that may be related with sexual exploitation of children and adolescents, as well as the existence of places related where such practices are carried out.

23.5.8. In performing their internal procedures, companies providing public and commercial air-transportation services shall ensure compliance with the established procedures for reporting to relevant authorities all facts or situations that may be connected with practices of sexual exploitation of children and adolescents.

23.5.9. Designing and communicating to all employees and all suppliers related to the provision of air-transportation services measures to prevent all forms of sexual exploitation of children and adolescents.

23.5.10. Informing all personnel about the existence of legal provisions on the prevention of commercial sexual exploitation of children and adolescents and other measures adopted by the company for this purpose.

23.5.11. Informing all users or clients about the legal consequences for those engaging in the exploitation and sexual abuse of children and adolescents in Colombia.

23.5.12. Sharing with employees the provisions of the Code of Conduct on preventing sexual exploitation of children and adolescents through the communication channels and mechanisms used by the company.

24. Transportation of Passengers with illnesses

The Contract of Carriage must include the following conditions related with special requirements of Passengers with illnesses:

Prior to the trip or at the time of making the reservation, a Passenger with illnesses must check with the Carrier the procedures and conditions required by the Carrier in order to provide the transportation service. In addition, the Passenger must declare that the Carrier shall transport them provided that the Passenger is responsible for any effect that the flight may produce on his/her health. If the Carrier considers that a medical certificate is necessary, it shall be required.

In the event of discrepancy between the judgement of the Carrier and the judgement of the Passenger or his/her physician with regard to the Passenger's ability to make the trip safely, the Carrier may consult with the Airport's Health Department, or with an appropriate physician, to

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determine if the Passenger is allowed boarding. If, in the judgment of the carrier, the Airport's Health Department or the appropriate physician, the Passenger cannot be transported safely, or if his/her conditions pose a risk to the safety of the flight or his/her own health, or to other passengers and members of the crew, boarding shall be denied.

In addition, Aviation Regulations provide that the Passenger must notify the Carrier, at the time of making the reservation or by providing up to 24 hours' advance notice, that he/she will be carrying any device that may be difficult to handle or subject to some kind of restriction or requiring special procedures for its transportation, in order for the Carrier to coordinate such procedures if available. In addition, the Passenger must notify the Carrier if he/she needs any special device for the flight, such as oxygen concentrators or wheelchairs, in order for the Carrier to coordinate such services if available. The Carrier is not liable for not being able to provide transportation service to such Passengers if the need for such services is not duly supported under the terms requested by the Carrier.

25. Transportation of Passengers with Disabilities

In compliance with Article 9, Section 1, Paragraph a) and Article 20 of Act 1346 of 2009, the Carrier must take into account the following requirements and conditions with regard to the provision of air transportation services for passengers with disabilities:

Providing to the Passenger with Disability all information related with boarding and disembarkation conditions and procedures.

Accompanying the Passenger with Disability from the moment they are at the boarding gate or place used for waiting and boarding the aircraft, until the moment the Passenger is delivered to the assistant, family member or person in charge at the destination.

Providing and communicating through any appropriate channel all information about the conditions of transportation for persons with disabilities.

Passengers with Disabilities are responsible for:

25.1. At the time of making the reservation, informing themselves about the procedures and requirements for their transportation by the Carrier, in order for the Carrier to provide all necessary devices required by the Passenger, as well as about any restriction that may apply in case his/her condition poses a risk to his/her own health, the health of other passengers or the safety of the flight.

25.2. Presenting a medical certificate issued by an aviation physician authorizing the Passenger with Disability to board the flight.

25.3. Reporting to the counter at the time established by the Carrier with an attendant, family member or person in charge in order for the Carrier to provide the Passenger with the necessary travel conditions.

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26. Transportation of Pregnant Women

Pregnant women must inform the Carrier about their status and weeks of pregnancy, even if such pregnancy is not evident. In compliance to the Aviation Regulations of Colombia, pregnant women shall not travel by air if their pregnancy exceeds thirty (30) weeks, unless strictly necessary, in which case a medical certificate issued within the last 24 hours prior to the flight must be presented, excluding the Carrier from any liability arising out of any incident during the flight.

The Carrier shall request a medical certificate stating that the Passenger is physically fit to board the flight. In the event the Passenger does not meet such requirement or if the pregnancy exceeds thirty (30) weeks, the Carrier shall deny boarding. No pregnant Passenger is allowed to sit next to an emergency exit.

27. Transportation of Passengers under special legal conditions

27.1. Non-admitted Passengers: If a foreign Passenger is denied entry in the destination country by the relevant authorities, the following situations may occur:

27.1.1. If the Passenger has a return Ticket, such Ticket shall be used for the return trip.

27.1.2. If the Passenger does not have a return Ticket, the coupons held by the Passenger shall be used as part of payment for his/her new Ticket or a new Ticket shall be issued and paid by the Passenger.

27.1.3. The Carrier is responsible for providing food, transportation, accommodation, etc. to the Passenger.

27.1.4. Non-admitted passengers shall be under the custody of the immigration authorities of the destination country.

27.2. Deported Passengers. A deported passenger is a person who either have been legally admitted into a country or who has entered such country illegally and whose deportation is ordered by competent authorities for immigration, political, criminal or legal reasons.

Dangerous deported passengers shall not be transported on civil aircraft destined to the regular transportation of passengers.

27.3. Passengers under Special Legal Conditions (Convicts). In addition to the provisions of the Aviation Regulations of Colombia and other regulations governing this matter, relevant authorities shall inform the Carrier about their requirements when making a reservation for a person who has been arrested.

For the transportation of passengers who have not been admitted or who have been deported, the Carrier shall request Immigration Authorities or Embassies to comply with the following requirements:

27.3.1. Notify the transportation of these Passengers at the time of reservation or at least 48 hours prior to the trip.

27.3.2. Immigration authorities must inform the status of these Passengers.

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27.3.3. Provide the criminal records of the deported passenger or convict.

27.3.4. Provide the necessary documentation of the deported passenger or convict.

28. Transportation of animals and agricultural products

Transportation of animals and agricultural products shall be carried out under the following conditions and in compliance with the aforementioned domestic and international regulations and provisions. Foreign companies providing commercial air-transportation service in Colombia are subject to the provisions of commercial cooperation agreements. Companies that are part of the network of routes operated in Colombia must comply with the regulations and provisions of their respective countries.

28.1. Transportation of Animals

Transportation of domestic animals

Only domestic animals that have been authorized by the Carrier and which do not pose risks to the safety of the flight shall be transported as Checked Baggage or Carry-on Luggage, in compliance with the provisions of the Aviation Regulations of Colombia and subject to the applicable fee for providing such additional service in accordance with the policies of the Carrier.

Transportation of domestic animals as Checked Baggage on domestic and international flights

The Carrier does not provide transportation of animals as Checked Baggage on the aircraft hold.

Service Animals. The Carrier admits service animals which have been specially trained to accompany persons with disabilities, provided that such service animals meet the requirements of the city the Passenger is transiting through or traveling to.

Search and Rescue Dog (SAR). Search and rescue dogs may travel in the passenger cabin, at the feet of their guide, provided they wear an appropriate vest or breastplate, are identified with a microchip, and carry identification. The dog must wear a double collar and double leash.

In addition to the above, the provisions of Section 3.10.3.11 of the Aviation Regulations of Colombia must have been considered for the transportation of domestic animals or pets.

Airport and animal health authorities as well as the Carrier reserve the right to deny boarding or transportation of a domestic animal, if such animal does not meet the regulatory and safety conditions required for traveling.

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28.2. Transportation of agricultural products

28.2.1. If the Passenger is carrying agricultural products or byproducts on board, the Passenger must comply with the sanitary requirements of the competent authorities. It is the Passenger's responsibility to be informed and to comply with all legal requirements.

28.2.2. Entry of said products is prohibited in many countries since they may carry plagues and sicknesses for plants and animals and therefore shall not be transported. Among the products subject to this restriction are: seeds, flowers, fruits, aromatic herbs, produce, meat products, biological pesticides, plants with or without soil and animal and vegetable byproducts. Failure to declare these items is a violation of the law. It is the Passenger's responsibility to be informed and to comply with all regulations provided by authorities in each country.