

**BEFORE THE
DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.**

Application of	:	
	:	
	:	
AMERICAN AIRLINES, INC.	:	Docket DOT-OST-2009-0337
	:	
for amended exemption authority pursuant to	:	
49 U.S.C. § 40109 (codesharing with	:	
JetSMART Airlines S.A.; third-country codesharing)	:	

Application of	:	
	:	
	:	
JETSMART AIRLINES S.A.	:	Docket DOT-OST-2023-_____
	:	
for an exemption from 49 U.S.C. § 41301 and a	:	
blanket statement of authorization	:	
pursuant to 14 C.F.R. Part 212	:	
(codesharing with American)	:	

**APPLICATIONS OF AMERICAN AIRLINES, INC.
AND JETSMART AIRLINES S.A.
FOR EXEMPTION AUTHORITY AND A STATEMENT OF AUTHORIZATION**

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**APPLICATIONS OF AMERICAN AIRLINES, INC.
AND JETSMART AIRLINES S.A.
FOR EXEMPTION AUTHORITY AND A STATEMENT OF AUTHORIZATION**

Pursuant to 49 U.S.C. § 40109 and 14 C.F.R. Part 212, JetSMART Airlines S.A. (“JetSMART S.A.”) and American Airlines, Inc. (“American”) hereby apply for exemption authority and a statement of authorization to the extent necessary to enable JetSMART S.A. to display American’s AA* designator code on flights operated by JetSMART S.A. within Argentina and between Argentina and third countries. Specifically, JetSMART S.A. and American request:

- a) A blanket statement of authorization pursuant to 14 C.F.R. Part 212 to the extent necessary to enable JetSMART S.A. to display the AA* designator

code of American on flights operated by JetSMART S.A. within Argentina and between Argentina and third countries;

- b) Corresponding exemption authority pursuant to 49 U.S.C. § 40109 to engage in foreign air transportation to the extent necessary to enable JetSMART S.A. to display the AA* designator code of American on flights operated by JetSMART S.A. within Argentina and between Argentina and third countries; and
- c) An amendment to American's third country codesharing exemption pursuant to 49 U.S.C. § 40109, which the Department of Transportation ("Department") granted to American in Docket DOT-OST-2009-0337, to the extent necessary to add JetSMART S.A. to the list of foreign air carriers with which American has codeshare authorization and to permit American to display the AA* designator code on flights operated by JetSMART S.A.

Consistent with standard Department practice, JetSMART S.A. and American further request the exemption authorities requested here remain in effect for a period of up to at least two years and JetSMART S.A. requests that its statement of authorization be granted for an indefinite period. JetSMART S.A. and American intend to implement their codeshare agreement immediately upon obtaining all necessary governmental approvals. Accordingly, JetSMART S.A. and American request a waiver of the 45-day advance filing requirement for statements of authorization specified in 14 C.F.R. § 212.10.

Pursuant to the Department's Notice *In the Matter of Blanket Notification of Code-Share Service to Open-Skies Partners and Points*, served February 9, 2009, JetSMART S.A. and American hereby provide notice of their intent for JetSMART S.A. to display

American's AA* designator code on flights serving the open-skies points as described in this application and as set forth in the applicants' codeshare agreement. JetSMART S.A. and American will notify the Department at least 30 days before commencing any codeshare services to/from any additional non-open-skies points.

American and JetSMART S.A. state as follows in further support of this application:

1. JetSMART S.A. and American have entered into a codeshare agreement providing for the display of American's AA* designator code on flights operated by JetSMART S.A. between points within Argentina and between Argentina and third countries. A redacted copy of their codeshare agreement is attached as **Exhibit A**.

2. In order to implement the codeshare agreement, American requests that the Department grant it exemption authority to the extent necessary to enable American to engage in scheduled foreign transportation of persons, property, and mail on flights operated by JetSMART S.A. within Argentina and between Argentina and third countries. American requests that this codeshare-only exemption authority be granted for a period of at least two years.

3. American holds underlying route authority to serve between certain named U.S. points and Buenos Aires¹; between any points in the United States and four points in Argentina and beyond to points in South America²; between Los Angeles and Buenos

¹ See DOT Order 1992-6-21 (Route 389), timely renewal application pending.

² See Notice of Action Taken, DOT-OST-2007-0034 (November 17, 2016), timely renewal application pending.

Aires³; and between Miami and Cordoba.⁴ American requests, to the extent necessary, an amendment to its existing exemption authority to provide scheduled foreign air transportation of persons, property, and mail between the United States and points worldwide on a third-country codeshare basis pursuant to a blanket codeshare authorization approved by the Department. Specifically, American seeks to add JetSMART S.A. to footnote 1 of the Department's Notice of Action Taken, dated May 8, 2023, in Docket DOT-OST-2009-0337, which lists foreign air carriers with which American has codeshare authorizations. The relief requested is similar to amendments that the Department has already issued to American in Docket DOT-OST-2009 0337, as well as amendments to blanket exemption authority held by United Airlines in DOT-OST-2004-19148 and Delta Air Lines in DOT-OST-2005-20145.

4. American is a citizen of the United States within the meaning of 49 U.S.C. § 40102(a)(15)(C) and is fit, willing, and able to perform the proposed service contemplated by this application. It holds certificates of public convenience and necessity and exemption authority from the Department to conduct interstate and foreign scheduled air transportation of persons, property, and mail on various routes. *See, e.g.*, DOT Order 2007-4-2 (awarding blanket open-skies route authority) and U.S.–Argentina authorities cited in paragraph 3 above.⁵ American requests that, pursuant to Rule 24, the Department

³ *See* Notice of Action Taken, DOT-OST-2018-0051 (April 11, 2018), timely renewal application pending.

⁴ *See* Notice of Action Taken, DOT-OST-2018-0053 (April 13, 2018), timely renewal application pending.

⁵ American is also filing today an application for broad U.S.–Argentina exemption authority consistent with the Protocol of Amendment to the Air Transport Services Agreement between the Governments of the United States of America and the Republic of Argentina (June 26, 2019).

take official notice of all data American has filed with the Department to establish its fitness.

5. In order to implement the codeshare agreement, JetSMART S.A. requests from the Department exemption authority to the extent necessary to enable JetSMART S.A. to engage in scheduled foreign air transportation of persons, property, and mail between points in Argentina and between Argentina and third countries in support of its codeshare operations with American.⁶ JetSMART S.A. requests that its exemption be granted for a period of at least two years. JetSMART S.A. also asks that the Department grant it a blanket statement of authorization to display the AA* designator code of American on such flights. JetSMART S.A. requests that its blanket statement of authorization be granted for an indefinite period.⁷

6. JetSMART S.A. is a carrier headquartered at: Suipacha 1111 piso 18, Buenos Aires, Argentina, and is organized and exists under the laws of the Argentine Republic.

7. JetSMART S.A.'s operations are authorized and regulated by the Government of Argentina. Argentina is a contracting state to the Convention of International Civil Aviation ("Chicago Convention") and observes all applicable ICAO standards. JetSMART S.A. operates subject to the regulatory jurisdiction of Argentina's Administración Nacional de Aviación Civil ("ANAC"). The address of ANAC is:

⁶ JetSMART S.A. does not now plan to initiate operations to the United States with its own aircraft and would request the necessary Department Authority before operating any such service.

⁷ To the extent necessary JetSMART S.A. requests a waiver of the 45-day advance filing requirements specified in 14 C.F.R. § 212.10.

Administración Nacional de Aviación Civil
Balcarce 290,
Autonomous City of Buenos Aires, C1064AAF
Argentina

8. As noted above, American and JetSMART S.A. have entered into a codeshare agreement providing for the display of American's AA* designator code on flights operated by JetSMART S.A. between specified points in Argentina and between points in Argentina and points in third countries. Consistent with its Argentinian authorizations and the terms of the U.S.-Argentina Air Transport Agreement ("U.S.-Argentina ATA"),⁸ JetSMART S.A. requests from the Department exemption authority authorizing JetSMART S.A. to engage in scheduled foreign air transportation of persons, property, and mail between points within Argentina and points between Argentina and third countries in support of its codeshare agreement with American.

9. A summary of JetSMART S.A.'s ownership is attached as **Exhibit B**, and information on JetSMART S.A.'s Board of Directors and Key Management Personnel is provided in **Exhibit C**. None of the directors, officers, or key management personnel are known to be related by blood or marriage. Other than the regulatory oversight of certain Argentinian governmental entities, the Argentinian Government is not involved in the ownership, management, or operations of JetSMART S.A.

To the extent necessary to facilitate approval of this application, JetSMART S.A. respectfully requests a waiver from the substantial ownership and effective control requirement under Article (3)(2)(a) of the U.S.-Argentina ATA. As discussed below and

⁸ See Air Transport Agreement Between the Government of the United States of America and the Government of Argentina (Oct. 22, 1985, as amended).

under the circumstances presented, such a waiver is (i) consistent with longstanding DOT policy; and (ii) in the public interest, as there is nothing in JetSMART S.A.'s ownership or control that is inimical to U.S. aviation policy or interests.

A grant of the requested waiver also would be consistent with longstanding Department precedent. *See, e.g.*, Notice of Action Taken in Docket DOT-OST-2023-0049 (issued April 21, 2023) (granting waiver to JetSMART Airlines SpA, a Chilean carrier, which is ultimately 100% owned by the same non-homeland Cayman Island interests as JetSMART S.A.); Notice of Action Taken in Docket DOT-OST-2023-0066 (issued May 8, 2023) (granting waiver to JetSMART Airlines Peru S.A.C., a Peruvian carrier, which is ultimately 100% owned by the same non-homeland Cayman Island interests as JetSMART S.A.); DOT Order 2019-8-22 (granting waiver to Peruvian carrier at least 70% owned by non-homeland Colombian interests); DOT Order 2017-9-13 (granting waiver to Costa Rican carrier 100% owned by non-homeland Mexican company); Notice of Action Taken in Docket DOT-OST-2013-0165 (issued Dec. 6, 2013) (granting waiver to Colombian carrier 100% owned by non-homeland Panamanian company); Notice of Action Taken in Docket DOT-OST-2005-20717 (issued Dec. 16, 2011) (granting waiver to Bahraini carrier 100% owned by non-homeland German company); DOT Order 2008-12-15 (granting waiver to Maltese carrier 99.99% owned by non-homeland Swiss interests); DOT Order 2006-12-15 (granting waiver to Austrian carrier 100% owned by non-homeland Swiss interests). As with those cases, there are no circumstances presented by the instant application indicating that ownership of or control over JetSMART S.A. is inimical to U.S. aviation policy or interests. Finally, a grant of this exemption would provide a new low-cost option for nonstop travel to, throughout, and beyond Argentina for United States

citizens, which is in the public interest. In this case, the totality of the circumstances fully supports a waiver from the Department, should one be necessary.

10. JetSMART S.A.'s insurance coverage meets or exceeds the liability limits of 14 C.F.R. Part 205. JetSMART S.A. has included a completed copy of DOT OST Form 6411 (insurance information) as **Exhibit D**.

11. JetSMART S.A.'s Air Operator's Certificate is provided in **Exhibit E**.

12. JetSMART S.A.'s fleet information is provided in **Exhibit F**.

13. JetSMART S.A. aircraft are generally maintained by NEWAIR, with heavy maintenance performed by the Cooperativa Autogestionaria de Servicios Aeroindustriales R.L (COOPESA), and specialized engine, APU, and component maintenance work being performed by the relevant approved component manufacturers. All maintenance is and will continue to be performed in accordance with programs that comply with the provisions of ICAO Pilots and Airmen Annexes 1, 6 (Part 1), and 7.

14. JetSMART S.A. does not have any agreements or cooperative working arrangements that are not currently on file with the Department.

15. JetSMART S.A.'s financial information for the years 2021 and 2022 are attached as **Exhibit G**. These documents contain sensitive financial and commercial data and are therefore being submitted under seal along with a Motion for Confidential Treatment. These documents clearly establish that JetSMART S.A. meets and exceeds the Department's financial fitness criteria.

16. JetSMART S.A. has not received and does not expect to receive any financial assistance from the Government of Argentina.

17. JetSMART S.A. has not had any tariff violations or fatal accidents in the past five years.

18. JetSMART S.A. has included a completed OST Form 4523 as **Exhibit H**.

19. JetSMART S.A. has included a signed verification statement as **Exhibit I**.

20. Grant of the requested authority will raise no environmental or energy issues. All of the proposed operations will be conducted in accordance with applicable noise abatement requirements utilizing modern, fuel-efficient Stage 3 aircraft. They will not result in additional aircraft fuel consumption exceeding 10 million gallons. Accordingly, approval of this application will not constitute a major regulatory action under the Energy Policy and Conservation Act of 1975, as defined in Part 313 of the Department's regulations.

21. Approval of the requested statement of authorization is consistent with the standards for approval under 14 C.F.R. Part 212. JetSMART S.A. is fit, willing, and able to perform the services that are the subject of this application, and the service proposed herein is clearly in the public interest because it will provide substantial consumer benefits by enhancing the service options available to the U.S. traveling public for travel between the U.S., Argentina, and points beyond. American will be able to offer convenient additional online services between the U.S. and points in Argentina and beyond, which will enhance competition and travel options available to consumers. Further, the Department has previously granted similar authority to numerous codeshare partnerships involving U.S. and foreign carriers, recognizing the important public benefits that are produced.

22. The proposed codeshare arrangement among American and JetSMART S.A., the requested exemption authority, and the blanket statement of authorization are

fully consistent with the U.S.-Argentina ATA under which an airline of one Party may enter into cooperative marketing arrangements such as code sharing with an airline or airlines of either Party.⁹

23. American and JetSMART S.A. will conduct their codesharing activities in compliance with Part 257 of the Department's regulations and any other applicable conditions, rules, and regulations.

24. The codeshare authority requested herein will have no impact on American's Civil Reserve Air Fleet commitments.

25. Argentina is a Category 1 country under the International Safety Aviation Program. American is in the process of completing an IATA Operational Safety Audit of JetSMART S.A.'s operations and will submit a compliance statement to the Federal Aviation Administration as soon as the audit is completed. American and JetSMART S.A. will file a supplement to this application with the compliance statement at that time.

26. Submission of a family assistance plan and passenger manifest information is not required in connection with JetSMART S.A.'s request for limited exemption authority because JetSMART S.A.'s operations will be conducted wholly outside the United States. Submission of passenger manifest information under 14 C.F.R. Part 243 is also not required because JetSMART S.A. does not seek authority to operate a "covered flight segment" within the meaning of Part 243 (and does not otherwise hold such authority). American's existing family assistance plan already on file with the Department will be applicable to American-ticketed passengers.

⁹ See U.S.-Argentina ATA, Article 8(7).

WHEREFORE, American and JetSMART S.A. respectfully ask the Department to grant their requested exemption authority and blanket statement of authorization, as described herein, and any other relief the Department may deem necessary or appropriate.

Respectfully submitted,

/s/ Arjun Garg

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June 9, 2023

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing application was served via electronic mail this 9th day of June 2023, on the following:

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EXHIBIT A

JETSMART S.A. & AMERICAN AIRLINES CODESHARE AGREEMENT

CONFIDENTIAL

CODESHARE AGREEMENT

between

AMERICAN AIRLINES, INC.

and

JETSMART AIRLINES S.A.

TABLE OF CONTENTS

1.	DEFINITIONS AND GENERAL TERMS	1
2.	CODESHARE SERVICE	1
3.	IMPLEMENTATION AND EXPENSES	4
4.	INVENTORY CONTROL AND PROCEDURES	5
5.	MARKETING AND PRODUCT DISPLAY	5
6.	TRAFFIC DOCUMENT ISSUANCE AND FINANCIAL SETTLEMENT	6
7.	FACILITIES	7
8.	TRAINING	7
9.	SECURITY	8
10.	SAFETY AND MAINTENANCE	8
11.	FREE AND REDUCED RATE TRANSPORTATION	9
12.	OTHER MARKETING PROGRAMS	9
13.	TRADEMARKS AND CORPORATE IDENTIFICATION	9
14.	REPRESENTATIONS AND WARRANTIES	10
15.	GOVERNMENTAL APPROVALS	11
16.	TERM AND TERMINATION	12
17.	INDEMNIFICATION	15
18.	INSURANCE	18
19.	TAXES	19
20.	RESERVED	21
21.	FORCE MAJEURE	21
22.	GOVERNING LAW AND DISPUTE RESOLUTION	21
23.	DATA PROTECTION, PRIVACY AND COVENANT TO COMPLY WITH ALL LAWS	22
24.	PUBLICITY	23
25.	CONFIDENTIALITY	23
26.	ASSIGNMENT	24
27.	SEVERABILITY	24
28.	EXCLUSIVITY	24
29.	FURTHER ASSURANCES	25
30.	AFFILIATES	25
31.	MISCELLANEOUS	26
32.	CONSEQUENTIAL DAMAGES	27
33.	NOTICES	27

CODESHARE AGREEMENT

This CODESHARE AGREEMENT (this “**Agreement**”), dated as of [REDACTED] is

between **American Airlines, Inc.**, [REDACTED]
[REDACTED] (“**American**”),
and **JetSMART Airlines S.A.**, [REDACTED]
[REDACTED] (“**JetSmart**”).

In consideration of the mutual covenants and promises in this Agreement, American and JetSmart hereby agree as follows:

1. **DEFINITIONS AND GENERAL TERMS**

- 1.1 Terms with their initial letters capitalized shall have the meanings ascribed to them in Annex A of this Agreement or where they are elsewhere defined herein (including the Annexes hereto). Such ascribed meanings shall be equally applicable to both the singular and plural forms of such terms. American and JetSmart may each be referred to as a “**Party**” and may collectively be referred to as the “**Parties**.”
- 1.2 The Parties will comply with Applicable Law. The Parties further agree that, except to the extent that they are inconsistent or conflict with the terms of this Agreement, accepted industry procedures and agreements relating to the interlining of passengers and baggage, including those set forth in IATA Resolution 780 Interline Traffic Agreement – Passenger for all international carriage shall apply to the provision of air transport and the related transactions contemplated by this Agreement.

2. **CODESHARE SERVICE**

- 2.1 The Parties shall mutually designate certain flights operated by JetSmart on which American shall place its Code (each, a “**Codeshared Flight**”), which may include flights operated by JetSmart’s Authorized Affiliates and Authorized Wet Lessors, serving the city-pairs (each city-pair, a “**Codeshared Route**”) identified in writing by the Parties from time to time without formally amending this Agreement. The initial list of Codeshared Routes on which the Parties and their Authorized Affiliates and Authorized Wet Lessors may codeshare is attached hereto as Annex B.
- 2.2 Detailed procedures for implementing this Agreement will be set forth in the Procedures Manual, which will be prepared by the Parties in conjunction with this Agreement. The Procedures Manual, including any amendments or supplements thereto agreed in writing between the Parties from time to time, shall be incorporated by reference into and made a part of this Agreement; provided, however, that the terms of this Agreement shall prevail in the event of a conflict between a provision of this Agreement and any provision of the Procedures Manual.

- 2.3 JetSmart shall provide to the Codeshared Passengers, at a minimum, the same standard of customer service as it provides to its own passengers traveling in an equivalent class of service, where possible. Minimum customer service standards, general passenger service procedures, and policies for the Codeshared Flights, including baggage services, are detailed in Annex C and the Procedures Manual.
- 2.4 The Parties shall use commercially reasonable efforts to coordinate their service schedules to maximize the convenience, and minimize the waiting time, of passengers making connections between the Codeshared Flights and other flights operated by the Parties; provided, however, that neither Party is obligated to operate specific flights or service schedules and each Party retains the right to determine the service schedules of its own flights.
- 2.5 The Parties may add or discontinue Codeshared Flights, as may be mutually agreed, without formally amending this Agreement. In addition, subject to Section 2.9, American may, in its sole discretion, at any time remove its Code from any or all Codeshared Flights without formally amending this Agreement. In addition, JetSmart reserves the right to discontinue or suspend any specific route, flight number, equipment or schedule. In the event of such discontinuation or suspension, JetSmart shall notify American as soon as reasonably possible and American shall cooperate in publishing the resulting changes to affected Codeshared Flights in the Airline Guides, CRSs, Reservations Systems, and other sources of airline schedule information. Each Party will evidence any such changes it initiates by publishing such changes in the Airline Guides, CRSs or Reservations Systems.
- 2.6 Except as otherwise provided in the Procedures Manual, in the event of any flight cancellation or other schedule irregularity, involuntary rerouting or denied boarding by JetSmart with respect to a Codeshared Flight, JetSmart shall:
- (a) ensure that all passengers shall be handled in accordance with the same policies and procedures to avoid any discrimination against a Codeshared Passenger;
 - (b) at its own cost and expense (except to the extent such irregularity, involuntary rerouting or denied boarding is caused by American), accommodate and/or pay denied boarding compensation or otherwise compensate Codeshared Passengers, in the same manner as its own passengers and subject to the provisions of the Procedures Manual and Applicable Law, but only for the segments actually flown by JetSmart; and
 - (c) notify American in accordance with the Procedures Manual.
- 2.7 The Conditions of Carriage of American, including its limits of liability to passengers, shall govern the transportation of Codeshared Passengers traveling under the Code of American, and the Conditions of Carriage of JetSmart, including its limits of liability to passengers, shall apply to those passengers traveling on the Codeshared Flights under the Code of JetSmart. The Parties will establish procedures to handle potential obligations and liabilities resulting from differences in their Conditions of Carriage. The respective Conditions of Carriage of the Parties shall be notified to the passengers to the extent and in the manner required by Applicable Law, rules and regulations. Notwithstanding anything in this Section 2.7, the liability of the Parties to each other with respect to passenger claims shall be governed by Sections 17 and 18. Neither Party shall be obligated to change its Conditions of Carriage pursuant to this Agreement.

- 2.8 (a) JetSmart shall ensure that each Codeshared Flight it operates shall be operated under its operating certificate or under the operating certificate of an Authorized Affiliate or Authorized Wet Lessor of JetSmart.
- (b) If there is a change in the carrier scheduled to operate a Codeshared Flight, JetSmart shall promptly notify American of such change. American shall take all appropriate steps to ensure that Codeshared Passengers are notified of the change as soon as possible. If JetSmart fails to notify American of such change at least [REDACTED] prior to scheduled departure or if a change occurs within [REDACTED] of scheduled departure, American shall be deemed to have insufficient time to notify Codeshared Passengers of the change. American may thereupon continue to notify Codeshared Passengers of the change in accordance with its customer service policies if it is able to do so, but JetSmart shall take primary responsibility for notifying all Codeshared Passengers still booked under American's Code of the change at time of check-in or at the airport, as provided in the Procedures Manual. In the event re-accommodation is necessary, either because the substituted carrier is not an Authorized Affiliate or Authorized Wet Lessor or because a Codeshared Passenger who is notified of such a change elects not to travel on the substituted carrier, JetSmart shall notify American of such re-accommodation requirement in accordance with the Procedures Manual and American shall re-accommodate the Codeshared Passenger and the Parties will equally share the cost of such re-accommodation, unless (i) otherwise agreed between the Parties in writing, or (ii) the passenger seeks a refund, in which event American shall be responsible for making such refund in accordance with its fare rules, Conditions of Carriage and Applicable Law.
- 2.9 Notwithstanding anything in this Agreement to the contrary JetSmart may, at its sole discretion, operate any or all of the Codeshared Flights with aircraft operated under the operating certificate of a third party carrier (an "**Authorized Wet Lessor**") and wetleased by such Authorized Wet Lessor to JetSmart for the purpose of operating such Codeshared Flights (such Codeshared Flights hereafter to be referred to as "**Wetleased Codeshared Flights**"); provided, however, that (i) prior to operating any such Wetleased Codeshared Flights any Authorized Wet Lessor shall be approved by American in writing, which approval may be withheld in American's sole discretion, (ii) JetSmart and such Authorized Wet Lessor shall comply with all Applicable Law with respect to such Wetleased Codeshared Flights, (iii) the applicability of this Section 2.9 shall be subject to the Parties receiving all Governmental Approvals with regard to such Wetleased Codeshared Flights and to a successful completion of the IATA Operational Safety Audit (IOSA) registration by such Authorized Wet Lessor, (iv) American may withdraw any approval as provided in Section 2.9(i) at any time in its sole discretion; provided, that (1) American shall promptly notify JetSmart of such withdrawal; (2) JetSmart may continue to operate such wetleased flights without American's approval; (3) American will remove its Code from any Wetleased Codeshared Flight operated by such Authorized Wet Lessor in accordance with Section 2.5; (4) if and to the extent that American has already sold tickets for any Codeshared Passengers for such Wetleased Codeshared Flight, such Codeshared Passengers shall be re-accommodated by American at its own cost and expense unless the passenger seeks a refund, in which event American shall be responsible for making such refund in accordance with its fare rules, Conditions of Carriage and Applicable Law; and (v) such Wetleased Codeshared Flights (if any) shall be subject to all of the terms and conditions of this Agreement as if they are operated with aircraft operated under the

operating certificate of JetSmart itself. Notwithstanding anything herein to the contrary, (x) in the event the Authorized Wet Lessor does not successfully complete the IOSA registration or after initial successful completion of the IOSA registration at any time during the term of this Agreement does not maintain the IOSA registration or does not successfully complete any follow-up audits as required by the IOSA rules and regulations (as they are in force from time to time), American shall have the right, at the reasonable cost of JetSmart, to conduct a reasonable safety and/or service review of the Authorized Wet Lessor's operations, manuals, and procedures reasonably related to the Wetleased Codeshared Flights (the "**Authorized Wet Lessor Reviews**"), at such intervals as American shall reasonably request; and (y) nothing in this Section 2.9 shall prevent American from, at its sole discretion and at its sole cost and expense, performing additional safety audits of such Authorized Wet Lessor and the aircraft to be used for the operation of such Wetleased Codeshared Flights and JetSmart shall use reasonable efforts to cause the Authorized Wet Lessor to agree to such additional safety audits; provided, however, that such Authorized Wet Lessor Reviews and additional safety audits shall be performed at reasonable times and within a reasonable timeframe and without interrupting the Authorized Wet Lessor's operations.

3. **IMPLEMENTATION AND EXPENSES**

- 3.1 Implementation of this Agreement shall be subject to the following conditions precedent:
- (a) the execution of a Special Prorate Agreement and a Mutual Emergency Assistance Agreement, in form and substance satisfactory to American and JetSmart;
 - (b) receipt by American and JetSmart of all necessary Government Approvals;
 - (c) successful completion by JetSmart of a codeshare audit in accordance with ICAO Annexes, DoD Quality & Safety Requirements, and American's Internal Requirements and Industry Best Practices; provided that American furnishes JetSmart such Internal Requirements and Industry Best Practices in writing a reasonable time in advance of such audit; and
 - (d) successful implementation and testing of codeshare (EDIFACT) and passenger processing automation.
- 3.2 Each Party shall bear its own costs and expenses under this Agreement in connection with all real property and facilities (whether leased or owned) necessary for such Party's business operations at airports or otherwise, unless otherwise agreed in writing between the Parties.
- 3.3 Subject to Section 3.2, the Parties shall equally share JetSmart's costs and expenses of performance under this Agreement associated with the following, unless otherwise agreed in writing between the Parties:
- (a) any systems to support the automation of procedures and settlement relating to the Codeshared Flights (e.g., PNR exchange, yield management, revenue accounting, etc.), including routine maintenance thereof.

- 3.4 Subject to Sections 3.2 and 3.3, American shall bear its own costs and expenses of performance under this Agreement, as well as JetSmart's reasonable costs and expenses of performance under this Agreement associated with the following, unless otherwise agreed in writing between the Parties:
- (a) roadside, exterior, check-in, concourse, gate and baggage service signage placed at airports and city ticket offices in locations served by the Codeshared Flights in order to facilitate travel on the Codeshared Flights.
- 3.5 As between the Parties, each Party shall retain all right, title and interest in systems, software, signage, equipment and facilities funded by it. Ownership of jointly funded items shall be determined by the Parties in advance of each specific project.

4. **INVENTORY CONTROL AND PROCEDURES**

- 4.1 The availability of Marketing Flights will be controlled by standard AVS (availability status) of JetSmart. American will have access to JetSmart's local inventory class availability through an automated computerized interface, which both Parties will maintain throughout the term of this Agreement, to expedite the sale of seat inventory on the Codeshared Flights. Detailed procedures for implementing and maintaining seat inventory access are contained in the Procedures Manual.
- 4.2 The Parties will map inventory classes of American to inventory classes of JetSmart for the Codeshared Flights in accordance with the Procedures Manual. The Parties will endeavor to map [REDACTED] American's inventory classes to comparable classes of JetSmart to provide [REDACTED] for bookings made by American for passengers [REDACTED]; it being understood, however, that JetSmart retains ultimate control over the opening, closing and other management of seat inventory availability on Codeshared Flights. JetSmart shall use commercially reasonable efforts [REDACTED] to Codeshared Passengers [REDACTED]
[REDACTED]
- 4.3 Each Party shall establish fares and rates independently, subject to the provisions of the applicable air transport agreements between the United States or Argentina, on the one hand, and the governments of any country to which the Parties shall provide service pursuant to this Agreement, on the other hand.

5. **MARKETING AND PRODUCT DISPLAY**

- 5.1 The Codeshared Flights will be marketed and promoted by American under its Code. Each Party shall ensure that its respective advertising and promotions comply with all applicable governmental laws, rules and regulations of any applicable Competent Authority. Without limiting the foregoing, American shall comply with 14 C.F.R. Parts 257 and 258 and any other applicable rules regarding the disclosure and holding out of Codeshared Flights provided for herein in the jurisdiction where such rules apply. American shall disclose to the extent required by Applicable Law through industry-approved schedule and selling mechanisms (as defined in the Procedures Manual), to consumers, travel agents and others selling the Codeshared Flights, as well as through any advertising, point-of-sale disclosures, and any other appropriate means, that each Codeshared Flight is a flight of and operated by JetSmart (or JetSmart's Authorized Affiliate or Authorized Wet Lessor, as applicable). Such information shall be given before a reservation is made and in any event

at the earliest reasonable opportunity and before the passenger arrives at the airport, in accordance with Applicable Law. In addition, each Party shall use commercially reasonable efforts to implement procedures to disclose JetSmart (or JetSmart's Authorized Affiliate or Authorized Wet Lessor, as applicable) as the Operating Carrier and the appropriate departure and arrival terminal at the earliest possible opportunity and in particular at the point of sale.

- 5.2 American shall identify the Codeshared Flights, in accordance with Applicable Law, in Airline Guides, CRSs, Reservations Systems and other sources of airline schedule information using American's Code. Any costs incurred for the publication of Marketing Flights or connections to and from such flights in Airline Guides, CRSs, Reservation Systems and other sources of airline schedule information shall be borne by American. Each Party shall include the Codeshared Flights in its Reservations Systems.
- 5.3 If American is not authorized to offer air transport services for a particular local Codeshared Route, American shall file its standard schedule data for the Codeshared Flights on such Codeshared Route using the traffic restriction code "O" or "Y" (or any successor code), as appropriate, as defined in the IATA Standard Schedules Information Manual, Appendix G, in order to suppress the display of the Marketing Flights on such local Codeshared Route(s) (i.e., the Marketing Flights on such route will be limited to passengers connecting online to another flight marketed and/or operated by American).
- 5.4 Unless otherwise agreed, all information and advertising materials produced with the aim of promoting the Codeshared Flights shall clearly identify both Parties. Any joint advertising and promotion of the Codeshared Flights shall be agreed upon by the Parties in advance and the costs of such joint advertising and promotion shall be shared pursuant to prior agreement at the time for that advertising or promotion. In the absence of prior agreement, each Party will bear its own costs associated with such joint advertising or promotion campaign.
- 5.5 Each Party may use its own flight number in referencing the Codeshared Flights except that only JetSmart's flight number shall be used in actual flight operations (e.g., air traffic control).

6. **TRAFFIC DOCUMENT ISSUANCE AND FINANCIAL SETTLEMENT**

- 6.1 Passenger traffic documents for use on the Codeshared Flights may be issued by either Party, or by third parties with whom the Parties from time to time have interline traffic agreements.
- 6.2 All American Flight Coupons honored on Codeshared Flights shall be uplifted by JetSmart, which will be responsible for processing and billing of such documents as follows:
 - (a) JetSmart shall bill uplifted coupons to the Ticketing Carrier using routine applicable interline settlement processes and procedures. American Flight Coupons issued by American as Ticketing Carrier shall be treated for proration and billing purposes as if they showed JetSmart's designator Code in the Carrier Code Box of the American Flight Coupons. Such American Flight Coupons will be prorated and billed according to the Special Prorate Agreement between JetSmart and the Ticketing Carrier.

- 6.3 For Codeshared Flights, JetSmart shall on a [REDACTED] determine the gross prorated value (as determined in accordance with Section 6.2(a)) of American Flight Coupons uplifted by it during the [REDACTED] and calculate the commission, if any (the “**Codeshare Commission**”), by multiplying such coupon values by the applicable commission percentages set forth in Annex D. This process of assessment of the Codeshare Commission shall be separate from the billing for each individual American Flight Coupon. JetSmart shall credit the account of American for the aggregate Codeshare Commission (if any) through ACH [REDACTED]. JetSmart shall provide supporting data (including Codeshare Commission usage files) to American no later than [REDACTED] after the end of the [REDACTED] via email [REDACTED]. American shall be entitled to review and, if appropriate, dispute, via email correspondence, JetSmart’s calculation of the Codeshare Commission (if any); provided, however, JetSmart must receive notice of such dispute within [REDACTED] from the relevant [REDACTED]. Any resulting payments will be processed through ACH.
- 6.4 The Ticketing Carrier, if American or JetSmart, shall receive the Interline Service Charge and/or Ticket Handling Fee (if any), as provided in the Interline Traffic Agreement. In the event the Ticketing Carrier is a third party, the Ticketing Carrier will receive the Interline Service Charge and/or Ticket Handling Fee as agreed between JetSmart and such third party.
- 6.5 To support interline billing by JetSmart to third parties and involuntary rerouting of American Tickets by JetSmart, American hereby waives any endorsement requirements for JetSmart with respect to all American Flight Coupons. Unless otherwise agreed in writing by the Parties, such waiver shall be effective [REDACTED] before the Implementation Date and shall remain in effect for [REDACTED] after the Termination Date of this Agreement to facilitate the re-accommodation of any Codeshared Passengers ticketed for travel after the Termination Date.
- 6.6 Differences that may appear after the billing process has been completed shall be rectified by written correspondence or a meeting between the Parties.
- 6.7 In a sufficient amount of time before the Implementation Date, American will file with ATPCO a TCN Exchange Agreement, in which American will provide the range of its Marketing Flight numbers. American will be responsible, throughout the term of the Codeshare Agreement, for updating its Marketing Flight numbers with ATPCO.

7. FACILITIES

The Parties acknowledge the importance of maintaining functional and accurate signs identifying JetSmart and American, as appropriate, to facilitate passenger convenience and to avoid passenger confusion at airports served by the Codeshared Flights. The Parties shall cooperate on the placement of such signs, subject to the approval of the relevant airport authority or other lessors.

8. TRAINING

- 8.1 Except as otherwise agreed, each Party shall provide or arrange, at its own cost and expense, all initial and recurring training of its personnel to facilitate the Codeshared Flights and operations at airports served by the Codeshared Flights, including reservations

and ticket offices, and other points of contact between the Parties and the public. This training shall include passenger service, reservations and sales activities, and in-flight service involving the Codeshared Flights, all as more fully described in the Procedures Manual.

- 8.2 The Parties agree to share any general training materials (except to the extent such materials constitute trade secrets and legal advice) developed to support the Codeshared Flights. All intellectual property or similar rights to any materials exchanged shall remain with the Party that originally developed such materials.

9. **SECURITY**

- 9.1 The Parties shall cooperate at their own expense in matters of security procedures, requirements and obligations at all airports served by the Codeshared Flights.
- 9.2 JetSmart reserves the right to apply the provisions of its own security programs to the carriage of all passengers, baggage and cargo on board the Codeshared Flights, provided that such security programs shall, at a minimum, comply with the standards set forth by the relevant Competent Authorities and be reasonably acceptable to American, with the understanding that safety and security are of the utmost importance to both carriers. Such provisions may include any then-applicable procedures used for the physical screening of passengers, baggage or cargo, interviewing of passengers, and/or selective loading of baggage or cargo.
- 9.3 The checking of the travel documents of each Codeshared Passenger and the handling of Codeshared Passengers who are Inadmissible Passengers (as such term is defined in IATA Resolution 701, as modified, supplemented or amended from time to time) shall be done in accordance with the procedures outlined in the Procedures Manual.

10. **SAFETY AND MAINTENANCE**

- 10.1 JetSmart (or JetSmart's Authorized Affiliate or Authorized Wet Lessor, as applicable) has operational control of the aircraft and final authority and responsibility concerning the operation and safety of the aircraft and its passengers, including Codeshared Passengers. JetSmart (or JetSmart's Authorized Affiliate or Authorized Wet Lessor, as applicable) shall employ the same high standards of safety, security and loss prevention policies on the Codeshared Flights as on its other flights. Emergency support shall, at a minimum, be in accordance with the Mutual Emergency Assistance Agreement in force between the Parties.
- 10.2 JetSmart (or JetSmart's Authorized Affiliate or Authorized Wet Lessor, as applicable) shall have sole responsibility for the maintenance of its leased and owned aircraft, and for other equipment used in connection with the Codeshared Flights. Maintenance of such aircraft and equipment must, at a minimum, comply with the standards imposed by the relevant aeronautical authorities.
- 10.3 So long as American does not impair or hinder the operations of JetSmart, American shall have the right, at its own cost, to review and observe JetSmart's operations of Codeshared Flights, and/or to conduct additional reasonable safety and/or service reviews of JetSmart's operations, manuals, and procedures reasonably related to the Codeshared Flights (the "**American Reviews**"), at such intervals as American shall reasonably request. American

Reviews shall be coordinated with JetSmart so as to avoid disruptions to JetSmart's operations. Such reviews will be limited to areas that reasonably relate to JetSmart's safety standards and service obligations under this Agreement. NOTWITHSTANDING THE FOREGOING, AMERICAN DOES NOT UNDERTAKE ANY RESPONSIBILITY OR ASSUME ANY LIABILITY FOR ANY ASPECT OF JETSMART'S OPERATIONS, NOR SHALL JETSMART BE ENTITLED TO ASSERT ANY RESPONSIBILITY OR ASSUMPTION OF LIABILITY ON THE PART OF AMERICAN FOR JETSMART'S OPERATIONS.

- 10.4 JetSmart represents and warrants that it will maintain compliance with the requirements of the ICAO Annexes, DoD Quality & Safety Requirements, and American's Internal Requirements and Industry Best Practices during the term of this Agreement.
- 10.5 Each Party represents and warrants that it meets the applicable minimum safety requirements mandated by the FAA for American and the counterpart authority in Argentina for JetSmart and shall maintain compliance with such requirements at all times during the term of this Agreement. Any failure to maintain compliance shall immediately be brought to the other Party's attention along with corrective actions taken or a corrective action plan.

11. **FREE AND REDUCED RATE TRANSPORTATION**

Unless otherwise provided by relevant agreements between JetSmart and other parties, including American, neither American, nor JetSmart, nor any third party, shall be entitled to ticket industry non-revenue or discounted (i.e., agency discount, industry discount, etc.) travel on the Marketing Flights, and JetSmart shall not honor any American Flight Coupons for such industry non-revenue or discounted travel, except at JetSmart's expense.

12. **OTHER MARKETING PROGRAMS**

Neither Party is entitled to ticket, nor is required to accommodate, frequent flyer award travel on the Codeshared Flights. The Frequent Flyer Participating Carrier Agreement shall govern the participation of JetSmart in American's frequent flyer program.

13. **TRADEMARKS AND CORPORATE IDENTIFICATION**

- 13.1 Each of JetSmart and American acknowledges for all purposes that any and all names, logos, insignia, trademarks, service marks, and trade names of the other, whether registered or not ("**Marks**"), are renowned worldwide and shall at all times remain the exclusive property of the other Party and may not be used without the prior written consent of such Party, except as set forth herein. Each of JetSmart and American further acknowledges that any goodwill or other rights that arise as a result of the use by it of the other Party's Marks, as permitted under this Agreement, shall accrue solely to the benefit of the Party owning such Marks, whether registered or not. Should any right, title or interest in the Marks of a Party become vested in the other Party, the latter Party hereby unconditionally assigns any such right, title and interest in the Marks to the former Party without royalties or compensation of any kind.
- 13.2 Subject to the terms and conditions set forth in this Section 13, each of JetSmart and American hereby grants to the other a non-exclusive, non-transferable, royalty-free license for the term of this Agreement to use their respective service marks ("JetSmart" for

JetSmart and “American Airlines” for American, each a “**Licensed Trademark**”) in connection with the offering of availability and services on Codeshared Flights and the marketing, advertising and promotion of the Codeshared Flights contemplated by this Agreement and the Frequent Flyer Participating Carrier Agreement. Each Party shall provide the other Party with samples of all materials that use the Licensed Trademarks prior to their first public use or display and will only use such materials after receiving the licensing Party’s prior written approval of the materials and intended use; provided, that listing Codeshared Flights on a Party’s website will not require prior approval by the other Party. Each Party may immediately suspend or terminate, in whole or in part, the other Party’s license to use any of the licensing Party’s Licensed Trademarks if, in the licensing Party’s sole discretion, the other Party’s use of the Licensed Trademarks does not meet the licensing Party’s approval.

- 13.3 Except as expressly provided herein, no right, property, license, permission or interest of any kind in the use of any name, logo, logotype, insignia, service mark, trademark, trade name, copyright, corporate goodwill or other proprietary intellectual property owned by either Party or its respective Affiliates is intended to be given to or acquired by the other Party, its agents, servants or other employees by the execution or performance of this Agreement. Neither Party hereto shall use any of the other Party’s or such Party’s respective Affiliates’ Marks, copyrights, or other proprietary intellectual property, including the names “American Airlines, Inc.”, “American Airlines”, “American”, “American Eagle”, “AAAdvantage”, “Envoy Air”, “Envoy”, “Piedmont Airlines”, “Piedmont”, “PSA Airlines”, “PSA”, “JetSMART Airlines S.A.”, “JetSmart Airlines”, “JetSMART” or “JetSmart”, in any marketing, advertising or promotional collateral, including credit card and telecom solicitations, except as expressly provided herein or where each specific use has been approved in advance by the other Party. When such approval is granted, either Party shall comply with any and all conditions that the other Party may impose to protect the use of any of that Party’s Marks, copyrights or other proprietary intellectual property.
- 13.4 Without limiting the foregoing, each Party agrees to use the Licensed Trademarks only in a manner approved in advance and in writing by the Party owning such Licensed Trademarks. Each Licensed Trademark shall be marked with an ®, TM or SM or other symbol, as appropriate, and reference a legend indicating that “JetSMART is a service mark of JetSMART Airlines S.A.” or “American Airlines is a service mark of American Airlines, Inc.”, as the case may be, or similar words to that effect.
- 13.5 Each Party agrees that all advertising and promotional materials bearing the Licensed Trademarks in relation to air transportation services contemplated by this Agreement shall meet the quality and presentation standards as set forth by the Party owning the relevant Licensed Trademarks.
- 13.6 Each Party has sole discretion to determine the acceptability of both the quality and presentation of advertising and promotional materials using its Licensed Trademarks.
- 13.7 Each Party is responsible for providing to its own authorized agents and airport locations the agreed promotional materials bearing the Licensed Trademarks.

14. REPRESENTATIONS AND WARRANTIES

- 14.1 Each of JetSmart and American hereby represents and warrants to the other as follows:

- (a) It (i) is a duly incorporated and validly existing corporation, in good standing under the laws of its jurisdiction of incorporation; (ii) is an air carrier duly authorized to act as such by the government of its country of incorporation; and (iii) has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement by it have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by it, and, assuming due authorization, execution, and delivery by the other Party hereto, this Agreement constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited or modified by the effect of bankruptcy, insolvency or other similar laws affecting creditors' rights generally, and the application of general principles of equity and public policy.
- (b) The execution, delivery or performance by it of this Agreement, shall not: (i) contravene, conflict with or cause a default under (A) any Applicable Law, rule or regulation binding on it, or (B) any provision of its Charter, Certificate of Incorporation, Bylaws or other documents of corporate governance; or (ii) contravene, or cause a breach or violation of, any agreement or instrument to which it is a Party or by which it is bound, except where such conflict, contravention or breach would not have a material adverse effect on it and its Affiliates, or on the operations of it or its Affiliates, taken as a whole, or on its ability to perform this Agreement.
- (c) The execution, delivery and performance by it of this Agreement do not require the consent or approval of, or the giving of notice to, the registration with, the recording or filing of any documents with, or the taking of any other action in respect of, any Competent Authority, any trustee or holder of any of its indebtedness or obligations, any stockholder or any other Person or entity, other than the Governmental Approvals (to be obtained by it, as indicated in Annex E), except where failure to obtain or take such action would not have a material adverse effect on it or a material adverse effect on the transactions contemplated in this Agreement.

14.2 Each of the foregoing representations and warranties shall survive the execution and delivery of this Agreement.

14.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OR REPRESENTATIONS TO THE OTHER PARTY AND EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

15. **GOVERNMENTAL APPROVALS**

15.1 The Codeshared Flights shall not commence until all required Governmental Approvals are received. Each Party shall use all commercially reasonable efforts to obtain those Governmental Approvals for which it has been allocated responsibility under Annex E, and

any other Governmental Approvals that may hereafter be identified and/or allocated to such Party.

- 15.2 If the Governmental Approvals are obtained with respect to some but not all of the Codeshared Routes listed in Annex B, the Parties shall proceed under this Agreement solely with respect to the approved Codeshared Routes, and the Parties shall thereafter continue to endeavor to obtain approval of the remaining Codeshared Routes.
- 15.3 If the Parties obtain none of the Governmental Approvals required for the Codeshared Routes listed in Annex B within [REDACTED] of the Effective Date, or if all of such Governmental Approvals are given with substantial unfavorable restrictions or conditions (each Party to determine in its sole discretion the reasonableness of such restrictions or conditions), the Parties shall negotiate in good faith to find an equitable solution to enable the commencement of the Codeshared Routes. If a solution cannot be formulated within [REDACTED] following commencement of such negotiations, either Party may terminate this Agreement upon [REDACTED]’ prior written notice to the other Party.
- 15.4 Each Party shall immediately provide the other Party with copies of any correspondence or notices it receives from any Competent Authority with respect to the Codeshared Routes, Codeshared Flights or this Agreement, including with respect to the airworthiness of the aircraft used for the Codeshared Flights or noncompliance by JetSmart with operational, training or safety rules and procedures.

16. TERM AND TERMINATION

- 16.1 This Agreement shall become effective on the date first written above (“**Effective Date**”) and shall remain in effect until terminated pursuant to Section 15.3 (Governmental Approval), Section 16.2 (Termination Events), Section 16.3 (Suspension Right), Section 21 (Force Majeure) or Section 27 (Severability). Implementation of this Agreement shall be on the Implementation Date, subject to the Parties’ execution of the Mutual Emergency Assistance Agreement.
- 16.2 In addition to any other termination rights provided herein, this Agreement may be terminated as follows:
- (a) at any time by mutual written consent of the Parties hereto;
 - (b) at any time after the [REDACTED] [REDACTED] of the Effective Date by either Party upon providing at least [REDACTED]’ prior written notice to the other Party, such notice to be served no earlier than the end of the [REDACTED] [REDACTED] following the Effective Date;
 - (c) by the non-breaching Party upon the breach of a material term, covenant, representation or warranty of this Agreement (other than a breach of a payment obligation under Section 6 of this Agreement or the failure to otherwise pay any sums due pursuant to this Agreement), including a failure to comply with any material obligations and procedures set forth in the Procedures Manual, provided that the non-breaching Party provides the breaching Party prior written notice describing the alleged breach with as much particularity as reasonably practicable. Termination under this Section 16.2(c) shall not be effective if the breaching Party

corrects such breach within [REDACTED] following receipt of such notice. If such breach cannot be corrected within [REDACTED] following receipt of such notice, and the breaching Party so advises the non-breaching Party, the non-breaching Party, in its sole discretion, may give the breaching Party an additional period of time not to exceed [REDACTED] to correct the breach, provided that the breaching Party has taken action reasonably contemplated to correct such breach following receipt of the notice;

- (d) by the non-breaching Party upon the breach of a payment obligation under Section 6 of this Agreement or the failure to otherwise pay any sums due to the non-breaching Party pursuant to this Agreement by the breaching Party, after the non-breaching Party provides the breaching Party at least [REDACTED]’ prior written notice describing, with as much particularity as practical, the alleged breach, and the breaching Party does not, within [REDACTED] following receipt of such notice, correct such breach;
- (e) at any time by either Party upon written notice if the other Party (i) makes an assignment for the benefit of creditors; (ii) suspends the payment of or admits in writing its inability to pay, or generally fails to pay, its debts as they become due; (iii) has suspended (as declared by a clearing house) its transactions with banks and/or other financial institutions or proposes or commences a moratorium upon or extension or composition of its debts; (iv) has issued against it any writ, execution, process or abstract of judgment that may have a material adverse effect on it and that is not dismissed, satisfied or stayed within [REDACTED]; (v) files a petition for bankruptcy, composition, corporate reorganization, corporate liquidation, arrangement or special liquidation proceedings; or (vi) ceases all or a substantial part of its operations (other than due to Force Majeure as defined in Section 21);
- (f) by either Party upon [REDACTED]’ prior written notice following receipt by such Party of written notice from the other Party (i) that such other Party has merged or consolidated with or into any other Person or entity, except where the shareholders of such Party (as measured on the day immediately prior to the effective date of such merger or consolidation) immediately after the merger or consolidation continue to own over [REDACTED] of its voting stock and, if the Party hereto is not the surviving entity, the surviving entity assumes all of the obligations and responsibilities of the Party under this Agreement; (ii) that such other Party has sold or otherwise transferred all or substantially all of its assets to any other Person or entity; (iii) that such other Party has had [REDACTED] of its voting stock acquired, directly or indirectly, by a third party (or third parties acting as a group) in one or a series of transaction and, as a result, such third party (or group) has the right to direct the management and policies of the Party, or (iv) that more than [REDACTED] of its voting stock is owned at any time by a Person, entity or group that held [REDACTED] immediately prior to such time of determination. Each Party undertakes to promptly notify the other in writing of an occurrence of any of the events specified in this Section 16.2(f); or
- (g) subject to Section 5.9.1 of the Master Cooperation Agreement, automatically and without further notice or action by the Parties upon termination of the Master

Cooperation Agreement, effective upon the effective date of termination of the Master Cooperation Agreement, unless the Parties mutually agree otherwise.

- 16.3 Throughout the Term, either Party has the right to suspend performance of or terminate this Agreement immediately by giving written notice to the other Party in the event that it has reason to suspect or believe or in the event that:
- (a) the other Party has suffered a significant emergency or serious incident or accident or received a serious threat that relates to any of that Party's flights or to a Codeshared Flight or Codeshared Route; or
 - (b) the other Party has received from any relevant Competent Authority notice that it has failed to comply with applicable safety or security requirements; or
 - (c) the United States Department of Transportation (DOT), the United States Department of Defense (DOD) or the United States Department of Homeland Security (DHS), or the counterpart authorities in Argentina, has ordered in writing or orally that American's Code be removed from Codeshared Flights or Codeshared Routes operated by JetSmart for any reason whatsoever; or
 - (d) the civil aviation authority of Argentina or the United States, as applicable, does not provide safety oversight of its air carrier operators in accordance with the minimum safety oversight standards established by the International Civil Aviation Organization (ICAO), which results in Argentina receiving a rating of Category 2 from the Federal Aviation Administration (FAA), or the United States receiving an equivalent rating from counterpart authorities in Argentina, respectively.

If a Party suspends this Agreement pursuant to this Section, as soon as the reason for the suspension no longer exists it shall notify the other Party and this Agreement will recommence within [REDACTED] after the date of notice under the same terms and conditions, or under amended terms and conditions as may be mutually agreed in accordance with Section 31.1. A Party that suspends this Agreement pursuant to this Section may [REDACTED] terminate this Agreement by giving notice in writing to the other Party. If this Agreement is suspended or terminated pursuant to this Section 16.3, Sections 16.4 through 16.5 shall apply.

- 16.4 Subject to Section 16.5, in the event of termination of this Agreement American shall, in its sole discretion, unless termination is pursuant to Section 16.2(f) or Annex C, take all reasonable actions to confirm and preserve reservations on JetSmart for passengers scheduled to be traveling on American Tickets and, as applicable, endorse or otherwise modify or reissue such tickets to permit use on JetSmart. JetSmart shall accept passengers traveling on such tickets as if such reservations had been booked through JetSmart using ordinary interline procedures but giving effect to the revenue settlement methodology provided for in Section 6 of this Agreement.
- 16.5 In the event that this Agreement is terminated by JetSmart pursuant to Section 16.2(d) or 16.2(e), JetSmart, in its sole discretion, may decline any or all passengers scheduled to be traveling on American Tickets. American shall be solely responsible for transferring the reservations of such passengers to other carriers or making other alternative arrangements.

- 16.6 In addition to any provisions which by their express terms will survive termination or expiration of this Agreement, the following Sections shall survive the termination or expiration of this Agreement: Sections 1.1, 3.5, 6.2 through 6.6, 8.2 (but only the last sentence), 10.3 (but only the last sentence), 13.1 through 13.3, 16.4 through 16.6, 17, 19, 22, 24, 26, 27, 31 (except 31.3), 32, and 33. Expiration or termination of this Agreement does not affect any rights of either Party which arose prior to the effective date of such termination or expiration, or which otherwise relate to or which may arise at any future time for any breach or non-observance of obligations occurring prior to the effective date of termination or expiration.

17. **INDEMNIFICATION**

- 17.1 Without prejudice to any other written agreement or arrangement of either Party to indemnify the other Party, JetSmart shall indemnify, defend, and hold harmless American and its Affiliates and their respective directors, officers, employees and agents (each individually, or all collectively, an “**American Indemnified Party**”) from and against any and all Damages arising out of, caused by, or occurring in connection with (or alleged to arise out of, be caused by, or occurring in connection with) any of the following:
- (a) the death of or injury to or delay of persons, or delay or loss of or damage to property (including aircraft, equipment, baggage, mail or cargo) occurring while such persons or property are under the control or in the custody of, or being transported by, JetSmart (or a JetSmart Authorized Affiliate or Authorized Wet Lessor) (including, for the avoidance of doubt, Damages arising out of the death of or injury to Codeshared Passengers traveling on American Tickets irrespective of conditions or liability limits that apply or may purport to apply);
 - (b) the death of or injury to, or loss or damage to property of, third parties not carried on board the aircraft operated by JetSmart (or a JetSmart Authorized Affiliate or Authorized Wet Lessor) but occurring in connection with such operations;
 - (c) negligent acts or omissions of JetSmart (or a JetSmart Authorized Affiliate or Authorized Wet Lessor) related to JetSmart’s obligations under this Agreement, other than Damages to the extent addressed in Section 17.1(a) or (b) or Section 17.2(a) or (b);
 - (d) JetSmart’s breach of any of its representations or warranties set forth in Section 14 of this Agreement; or
 - (e) infringement of a third party’s intellectual property or similar rights by JetSmart’s logos, trademarks, service marks or trade names.

PROVIDED THAT, JetSmart shall not be required to indemnify any American Indemnified Party for any liability arising from [REDACTED]
[REDACTED] JETSMART UNDERSTANDS AND ACKNOWLEDGES THAT UNDER THE CIRCUMSTANCES ADDRESSED BY SECTIONS 17.1(a) AND 17.1(b), IT WILL BE REQUIRED TO INDEMNIFY AN AMERICAN INDEMNIFIED PARTY AGAINST DAMAGES ARISING FROM SUCH AMERICAN INDEMNIFIED PARTY’S OWN NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT).

- 17.2 Subject to the indemnities provided in Section 17.1(a), and without prejudice to any other written agreement or arrangement of either Party to indemnify the other Party, American shall indemnify, defend, and hold harmless JetSmart and its Affiliates and their respective directors, officers, employees, and agents (each individually, or all collectively, a “**JetSmart Indemnified Party**”) from and against any and all Damages arising out of, caused by, or occurring in connection with (or alleged to arise out of, be caused by, or occurring in connection with) any of the following:
- (a) the death of or injury to or delay of persons, or delay or loss of or damage to property (including aircraft, equipment, baggage, mail or cargo) occurring while such persons or property are under the control or in the custody of, or being transported by, JetSmart, (or a JetSmart Authorized Affiliate or Authorized Wet Lessor) but only to the extent caused [REDACTED]
 - (b) the death of or injury to, or loss or damage to property of, third parties not carried on board the aircraft operated by JetSmart (or a JetSmart Authorized Affiliate or Authorized Wet Lessor) but occurring in connection with such operations, but only to the extent caused [REDACTED]
 - (c) negligent acts or omissions of American that are related to its obligations under this Agreement, other than Damages to the extent addressed in Section 17.1(a) or (b) or Section 17.2(a) or (b);
 - (d) passenger claims based on American’s failure to properly issue, deliver and complete transportation documentation in accordance with the provisions of the standard IATA or other applicable ticketing procedures, including, the failure to put a proper notice of the limits of liability under the Warsaw Convention, as amended, or the Montreal Convention of 1999, as amended, on such documentation (it being understood that in ticketing Codeshared Passengers, American is entitled to apply the limits of liability provided for in its own Conditions of Carriage); provided, however, that American shall only be liable under this Section 17.2(d) for that portion of any Damages that is in excess of the Damages against which JetSmart would have been required to indemnify American under Section 17.1(a) if American had properly complied with all IATA ticketing procedures;
 - (e) American’s breach of its representations or warranties set forth in Section 14 of this Agreement; or
 - (f) infringement of a third party’s intellectual property or similar rights by American’s logos, trademarks, service marks or trade names.
- 17.3 A Party (the “**Indemnified Party**”) that believes it is entitled to indemnification from the other Party (the “**Indemnifying Party**”) pursuant to the terms of this Agreement with respect to a claim for Damages (i.e., a third party claim) shall provide the Indemnifying Party with written notice (an “**Indemnification Notice**”) of such claim (provided, however, that the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that such failure is materially prejudicial to the Indemnifying Party), and the Indemnifying Party shall be obligated and entitled, at its own cost and expense and by its own legal advisors, to control the defense of or to settle any such third

party claim. The Indemnifying Party shall have the right to elect to settle any such claim, subject to the consent of the Indemnified Party in the event that any such settlement does not unconditionally release the Indemnified Party from liability for such claim or such settlement otherwise materially harms the interest of the Indemnified Party (as determined in the reasonable opinion of the Indemnified Party); provided, that the Indemnified Party may not unreasonably delay, condition or withhold such consent. If, within [REDACTED] (or such shorter period as may be required by the circumstances or applicable law in order to avoid prejudicial consequences) of receiving such Indemnification Notice, the Indemnifying Party (i) fails to take any action against the third party claim that is the subject of an Indemnification Notice, or (ii) otherwise expressly rejects in writing its obligation to indemnify the Indemnified Party in connection therewith, the Indemnified Party may, upon providing prior written notice to, but without the further consent of, the Indemnifying Party settle or defend against such third party claim for the account, and at the expense, of the Indemnifying Party. During such [REDACTED] (or shorter period as provided above), if the Party from whom indemnification is sought otherwise contests its obligation to indemnify, the Parties shall escalate and discuss the reason for such rejection and if the matter is not resolved between the Parties during such [REDACTED] (or shorter, as applicable) period, then the defaults in the preceding sentence shall apply; provided, however, that the Party from whom indemnification is sought shall take all actions reasonably necessary in order to prevent prejudicial consequences with regard to such third party claim.

- 17.4 Each Indemnified Party shall have the right, but not the duty, to participate in the defense of any claim with attorneys of its own choosing and at its own cost, without relieving the Indemnifying Party of any obligations hereunder. In addition, even if the Indemnifying Party assumes the defense of a claim, if the Indemnified Party reasonably contests the quality of the defense of any claim assumed by the Indemnifying Party and notifies the Indemnifying Party in writing of such contest (such notice to include reasonable details of the reason(s) for such contest), the Parties will promptly discuss the nature and quality of the defense and in good faith agree upon any adjustments to the defense strategy and representation. If the Parties do not agree on such adjustments to such defense within [REDACTED] [REDACTED] from receipt of such notice, the Indemnified Party shall have the right to assume control of the defense or settlement of such claim from the Indemnifying Party only to the extent that the claim relates to the Indemnified Party or if the claim is for monetary recovery only; provided, however, the Indemnifying Party shall have no indemnification obligations with respect to such claim except for the costs and expenses of the Indemnified Party (other than attorneys' fees incurred in participating in the defense of such claim) incurred prior to the assumption of the defense of the claim by the Indemnified Party. The Indemnifying Party may continue to participate in the defense or settlement of such claim at its own expense to protect its own interests.
- 17.5 In no event may an Indemnified Party, or a Party that has sought indemnification pursuant to Section 17.3 that subsequently undertakes the defense or settlement of such claim on its own in accordance with Section 17.3, settle such claim or consent to a judgment with respect to such claim in a manner that does not unconditionally release the other Party, or imposes an injunctive relief obligation on the other Party, without that other Party's prior written consent, such consent not to be unreasonably conditioned, delayed or withheld.
- 17.6 Each Party further agrees to indemnify, defend and hold harmless the other Party from and against any and all Taxes (as defined in Annex A), or Assessments (as defined in Section 19.6), as the case may be, levied upon or advanced by the Indemnified Party, but that

ultimately the Indemnifying Party would be responsible for paying, which resulted from any transaction or activity contemplated by this Agreement.

18. **INSURANCE**

- 18.1 JetSmart shall procure and maintain for the benefit of American during the term of this Agreement with insurance carriers of known financial responsibility, insurance of the type and in the amounts listed below:
- (a) Third Party Legal Liability in respect of all operations, including but not limited to aircraft (owned and non-owned) liability (including risks hijacking and allied perils), passenger and baggage and personal effects, funeral and repatriation expenses, all reasonable expenses arising out of the Family Assistance Act (United States) and/or similar regulations applying elsewhere in the world, cargo, mail, hangarkeepers, general liability, or its equivalent including premises, products, and completed operations. This insurance must be primary without right of contribution from any insurance carried by American, and shall (i) name American and the other American Indemnified Parties as additional insureds, and (ii) contain a severability of interest clause and a breach of warranty clause in favor of American.
 - (b) JetSmart shall maintain a combined single limit of liability of not less than USD [REDACTED] per any one occurrence for each aircraft, including bodily injury, death, personal injury, property damage, passenger (including Codeshared Passengers and other revenue and non-revenue passengers) legal liability and war and allied perils combined, over all coverages and in the aggregate, as applicable, but (i) personal injury limited to USD [REDACTED] per offense and in the annual aggregate, and (ii) war and allied perils may be subject to an annual aggregate limit.
 - (c) Hull all risk insurance, including war risk, and such policy shall include a waiver of subrogation in favor of American.
 - (d) Worker's compensation and employer's liability insurance, or such other similar or equivalent insurance carried outside of the United States, in accordance with statutory limits.
- 18.2 JetSmart shall provide American with certificates of insurance evidencing such coverage no less than [REDACTED] prior to the commencement of the first Codeshared Flight, and thereafter within [REDACTED] of the date of any renewal of such coverage. The certificates must indicate that the above coverage shall not be canceled or materially altered without [REDACTED]' advance written notice to American and that American shall be notified of any expiration or renewal of such coverage. The notice period in respect of war and allied perils coverage shall be [REDACTED] or such lesser period as is or may be available in accordance with the policy providing such coverage.
- 18.3 American shall procure and maintain for the benefit of JetSmart during the term of this Agreement with insurance carriers of known financial responsibility, insurance of the type and in the amounts listed below:

- (a) Third Party Legal Liability in respect of all operations, including but not limited to aircraft (owned and non-owned) liability (including risks hijacking and allied perils), passenger and baggage and personal effects, funeral and repatriation expenses, all reasonable expenses arising out of the Family Assistance Act (United States) and/or similar regulations applying elsewhere in the world, cargo, mail, hangarkeepers, general liability, or its equivalent including premises, products, and completed operations. This insurance must be primary without right of contribution from any insurance carried by JetSmart, and shall (i) name JetSmart and the other JetSmart Indemnified Parties as additional insureds, and (ii) contain a severability of interest clause and a breach of warranty clause in favor of JetSmart.
 - (b) American shall maintain a combined single limit of liability of not less than USD [REDACTED] per any one occurrence for each aircraft, including bodily injury, death, personal injury, property damage, passenger (including Codeshared Passengers and other revenue and non-revenue passengers) legal liability and war and allied perils combined, over all coverages and in the aggregate, as applicable, but (i) personal injury limited to USD [REDACTED] per offense and in the annual aggregate, and (ii) war and allied perils may be subject to an annual aggregate limit.
 - (c) Hull all risk insurance, including war risk, and such policy shall include a waiver of subrogation in favor of American.
 - (d) Worker's compensation and employer's liability insurance, or such other similar or equivalent insurance carried outside of the United States, in accordance with statutory limits.
- 18.4 American shall provide JetSmart with certificates of insurance evidencing such coverage no less than [REDACTED] prior to the commencement of the first Codeshared Flight, and thereafter within [REDACTED] of the date of any renewal of such coverage. The certificates must indicate that the above coverage shall not be canceled or materially altered without [REDACTED] advance written notice to JetSmart and that JetSmart shall be notified of any expiration or renewal of such coverage. The notice period in respect of war and allied perils coverage shall be [REDACTED] or such lesser period as is or may be available in accordance with the policy providing such coverage.

19. TAXES

- 19.1 Subject to Section 19.4, each Party shall be responsible for any net or gross income or franchise taxes (or taxes of a similar nature) on the revenues or income or any measure thereof which is attributable to it in connection with the sale of air transportation pursuant to this Agreement.
- 19.2 The Party that acts as the Ticketing Carrier in respect of any particular transaction shall collect, except as otherwise prohibited by law, all Ticket Taxes relating to tickets sold or travel documents issued by it with respect to air transport pursuant to this Agreement. The Parties hereby agree as follows:

- (a) The Ticketing Carrier shall collect, report and remit to the taxation authorities any non-interlineable Ticket Taxes levied in connection with sales of the Codeshared Flights.
 - (b) The Ticketing Carrier shall collect any interlineable Ticket Taxes levied in connection with the sales of the Codeshared Flights. If the Ticketing Carrier is American, JetSmart shall report for any interlineable Ticket Taxes levied in connection with the sales of the Codeshared Flights to American and bill such interlineable Ticket Taxes in accordance with the Interline Traffic Agreement. If the Ticketing Carrier is a third party, JetSmart shall report any interlineable Ticket Taxes levied in connection with the sales of the Codeshared Flights to the Ticketing Carrier and bill such interlineable Ticket Taxes in accordance with the interline traffic agreement, or as may be otherwise agreed, between JetSmart and the Ticketing Carrier. American will provide reasonable assistance to JetSmart subject to Applicable Law and provided that American will not provide any tax advice to JetSmart (as determined by American in its sole discretion). JetSmart shall remit to taxation authorities all such interlineable Ticket Taxes.
 - (c) JetSmart may bill the Ticketing Carrier for any Ticket Taxes due or payable on or measured by passenger enplanement and payable or remittable by JetSmart or American in accordance with industry guidelines outlined in the IATA Revenue Accounting Manual (IATA-RAM).
 - (d) If the Ticketing Carrier is a third party, American shall use commercially reasonable efforts to cause such third party to implement the foregoing provisions.
- 19.3 Notwithstanding the provisions of Section 19.2, if the Ticketing Carrier is prohibited by law from collecting certain Ticket Taxes in the country where tickets are sold or where travel documents are issued, then the Ticketing Carrier is relieved only from collecting such Ticket Taxes so prohibited by law and (i) if American is the Ticketing Carrier it shall notify JetSmart, and (ii) if a third party is the Ticketing Carrier American shall cause the Ticketing Carrier to notify JetSmart, within [REDACTED] of the enactment of such laws which Ticket Taxes it is prohibited from collecting and render reasonable assistance to JetSmart so that procedures can be implemented to collect such Ticket Taxes from the passenger.
- 19.4 Both Parties acknowledge that the tax laws of the countries in which they may operate in connection with the Codeshared Flights may require withholding of Taxes on certain of the payments that either of the Parties or their agents (the “**Payor**”) may be required to pay to the other Party (the “**Payee**”), under this Agreement. It is agreed that payments to the Payee shall be exclusive of such withholding, provided however, that the Payor shall inform the Payee in writing with at least [REDACTED]’ advance notice of its intent to withhold the Taxes and the legal basis for such withholding. The Payor shall inform the Payee:
- (a) within [REDACTED] of receipt by the Payor of any directives that may be given to the Payor by such taxation authority; and
 - (b) within [REDACTED] of payment by the Payor to the relevant taxation authority the amounts withheld by Payor.

- 19.5 For U.S. income tax purposes, JetSmart shall annually and timely furnish American, a valid, completed and duly executed U.S. Federal Form W-8ECI (Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States) or W-8BEN (Ownership, Exemption, or Reduced Rate Certificate), or such other forms as the U.S. Internal Revenue Service may require from time to time, so that American may report any relevant transactions arising under this Agreement and, if applicable, substantiate an exemption from any obligation on American's part with respect to any income tax withholding or reporting obligations on payments made to JetSmart. In the event the Payor is required to withhold taxes under the procedures of Section 19.4, the Payor shall provide to the Payee within [REDACTED] of such withholding a tax receipt and copies of any support for the payment as may be necessary to support a claim by the Payee of a foreign tax credit under Applicable Laws.
- 19.6 If either Party receives notice from any taxation authority with respect to any assessment or potential assessment or imposition of any Tax (collectively, an "**Assessment**") relating to this Agreement, that the other Party may be responsible for paying, directly or indirectly, the Party so notified shall inform the other Party in writing within [REDACTED] of receipt of such notice. If the Party receiving such notice from a taxation authority is or will be required to pay any Assessment for which the other Party is ultimately responsible, it shall be entitled to be indemnified against such Assessment in accordance with Section 17.6. The Indemnifying Party shall have the option to defend or contest such Assessment in accordance with the procedures set forth in Section 17.

20. **RESERVED**

21. **FORCE MAJEURE**

Except with respect to the performance of payment, confidentiality, and indemnity obligations, which shall be unconditional under this Agreement, neither Party shall be liable for delays in or failure to perform under this Agreement to the extent that such delay or failure (an "**Excusable Delay**") (a) is caused by any act of God, war, act of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, serious accident, pandemic, epidemic or quarantine restriction, public health emergency of international concern (as defined by the World Health Organization) act of government or any other cause, whether similar or dissimilar, beyond the control of that Party; and (b) is not the result of that Party's lack of reasonable diligence. If an Excusable Delay continues for [REDACTED] or longer, the non-delayed Party shall have the right, at its option, to terminate this Agreement by giving the delayed Party at least [REDACTED] prior written notice.

22. **GOVERNING LAW AND DISPUTE RESOLUTION**

- 22.1 This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New York (without regard to its conflict of laws principles) including all matters of construction, validity and performance.
- 22.2 All disputes arising out of or in connection with this Agreement shall be referred to the federal district courts in New York City, New York, USA, subject to Section 22.3.
- 22.3 Each Party irrevocably submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York for legal proceedings arising out of this Agreement or any transactions contemplated in this Agreement. Each Party, to the fullest extent it may effectively do so under substantive governing law applicable to this

Agreement, also irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court and any objection that it may have as to venue or inconvenient forum in respect of claims or actions brought in such court.

- 22.4 Each Party irrevocably designates, appoints, authorizes and empowers as its agent for service of process, [REDACTED] to receive and acknowledge on behalf of such Party any process, notices, or other documents that may be served in any suit, action, or proceeding of the nature referred to in this Section 22 in any State or Federal court sitting in New York. Each Party has empowered [REDACTED] as its agent for service of process by the granting of power of attorney. Such designation and appointment will continue unless and until notice is given. Nothing in this Section 22 affects the right of any Party to serve process in any manner permitted by law, or limits any right that any Party may have to bring proceedings against the other Party in the courts of any jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.
- 22.5 JetSmart and American each acknowledge that the transactions contemplated in this Agreement involve commercial activity carried on in the United States of America. To the extent that either Party or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise, including under the Foreign Sovereign Immunities Act of 1976 of the United States of America, from any legal action, suit, arbitration proceeding or other proceeding, from set-off or counterclaim, from the jurisdiction of any court of competent jurisdiction, from service of process, from attachment prior to judgment or after judgment, from attachment in aid of execution or levy or execution resulting from a decree or judgment, from judgment or from jurisdiction, that Party for itself and its property does hereby irrevocably and unconditionally waive all rights to, and agrees not to plead or claim any such immunity with respect to its obligations, liabilities or any other matter arising out of or in connection with this Agreement or its subject matter. The foregoing waiver and agreement is not subject to withdrawal in any jurisdiction.

23. **DATA PROTECTION, PRIVACY AND COVENANT TO COMPLY WITH ALL LAWS**

- 23.1 The Parties shall comply with the Proprietary Rights, Privacy and Data Security Addendum attached to the Master Cooperation Agreement as Appendix B (the “**Data Addendum**”). The obligations under the Data Addendum shall survive termination or expiration of the Agreement. Notwithstanding anything to the contrary, in the event of any conflict between the Data Addendum and the terms of this Agreement (including any other schedules or Annexes hereto and any other documents incorporated in this Agreement by reference), the Data Addendum shall control.
- 23.2 In performing its obligations under this Agreement, each Party shall, at its own cost and expense, fully comply with, and have all licenses under, all applicable federal, state, provincial and local laws, rules and regulations of the United States, Argentina and all third countries including rules and regulations promulgated by the U.S. National Transportation Safety Board, U.S. Department of Transportation, U.S. Federal Aviation Administration, the U.S. Department of Defense, the U.S. Department of Homeland Security and the counterpart agencies in Argentina. Each Party further agrees to participate in (i) the Advance Passenger Information System (“**APIS**”) program whereby JetSmart will, upon request, supply U.S. Customs and Border Protection (“**CBP**”) with the required passenger

manifest data from its flight(s) inbound to and outbound from the United States at the time of departure; (ii) the U.S. Department of Homeland Security (“**DHS**”) Electronic System for Travel Authorization (“**ESTA**”), and (iii) the DHS Secure Flight program.

- 23.3 If either Party has notice that a provision of this Agreement is contrary to any Applicable Laws or governmental regulations, that Party shall immediately notify the other Party in writing, such notice to include a description of the perceived violation of regulation and supporting written materials that facilitate the other Party’s investigation of such perceived violation.

24. **PUBLICITY**

Except as required by Applicable Law, neither Party may issue any written press release concerning this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

25. **CONFIDENTIALITY**

- 25.1 Except as necessary to obtain any Government Approvals or as otherwise provided below, each Party shall, and shall ensure that its directors, officers, employees, Affiliates, and professional advisors (collectively, the “**Representatives**”), at all times, maintain strict confidence and secrecy in respect of all Confidential Information of the other Party (including its Affiliates) received directly or indirectly as a result of this Agreement. If a Party (the “**Disclosing Party**”) is requested to disclose any Confidential Information of the other Party (the “**Affected Party**”) under the terms of a subpoena or order issued by a court or an order or request issued by a governmental authority (each a “**Request**”), it shall (a) notify the Affected Party immediately of the existence, terms, and circumstances surrounding such Request, (b) consult with the Affected Party on the advisability of taking legally available steps to resist or narrow such Request and provide the Affected Party, reasonable time and assistance, as applicable under the terms of and circumstances surrounding such Request, to take appropriate action to resist or narrow such Request, and (c) furnish only such portion of the Confidential Information as it is required to disclose, as reasonably determined by the Disclosing Party’s legal counsel, to comply with such Request and use commercially reasonable efforts to obtain an order or other reliable assurance that confidential treatment shall be accorded to the disclosed Confidential Information. Each Party agrees to transmit Confidential Information only to such of its Representatives as reasonably required for the purpose of implementing and administering this Agreement, and shall inform such Representatives of the confidential nature of the Confidential Information and instruct such Representatives to treat such Confidential Information in a manner consistent with this Section 25.1.

- 25.2 Within [REDACTED] after the termination of this Agreement, each Party shall, either deliver to the other Party or destroy all copies of the other Party’s Confidential Information in its possession or the possession of any of its Representatives (including, any reports, memoranda or other materials prepared by such Party or at its direction) and purge all copies encoded or stored on magnetic or other electronic media or processors, unless and only to the extent that the Confidential Information is necessary for the continued administration and operation of such Party’s programs or is reasonably necessary in connection with the resolution of any dispute between the Parties.

25.3 Each Party acknowledges and agrees that in the event of any breach of this Section 25, the Affected Party shall be irreparably and immediately harmed and could not be made whole by monetary Damages. Accordingly, it is agreed that, in addition to any other remedy at law or in equity, the Affected Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual Damages) to prevent breaches or threatened breaches of this Section 25 and/or to compel specific performance of this Section 25.

25.4 The confidentiality obligations of the Parties under this Section 25 shall survive the Termination Date or expiration of this Agreement for a period of [REDACTED]

26. ASSIGNMENT

Neither Party may assign or otherwise convey any of its rights under this Agreement, or delegate or subcontract any of its duties hereunder, without the prior written consent of the other Party; provided however, that each of American and JetSmart may assign, subcontract or delegate any of its rights, duties or obligations under this Agreement to any of its Affiliates provided that such assignment and/or delegation shall not relieve American or JetSmart of any of its obligations under this Agreement.

27. SEVERABILITY

If any provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, such provision shall be severed from this Agreement in the jurisdiction in question and shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or the enforceability of such provision under the law of any other jurisdiction; unless, in the reasonable opinion of either Party, any such severance affects the commercial basis of this Agreement, in which case the Party shall so inform the other Party and the Parties shall negotiate in good faith to agree upon modification of this Agreement so as to maintain the balance of the commercial interests of the Parties. If, however, such negotiations are not successfully concluded within [REDACTED] from the date a Party has informed the other that the commercial basis has been affected, either Party may terminate this Agreement by giving at least [REDACTED] prior written notice to the other Party.

28. EXCLUSIVITY

28.1 This Agreement is non-exclusive and does not preclude either Party from entering into or maintaining marketing relationships, including codesharing, with other airlines, except that:

- (a) During the term of this Agreement, JetSmart shall not, and shall cause its Affiliates not to:
 - (i) place the JetSmart Code or any of its Affiliates' Code on any flight operated by any air carrier with an operating certificate and at least a majority of its operations and assets in the United States, other than American and its Affiliates, without American's prior written consent; or
 - (ii) permit any air carrier with an operating certificate and at least a majority of its operations and assets in the United States, other than American and its Affiliates, to place its Code on any flight operated by JetSmart or any Affiliate of JetSmart, without American's prior written consent; or

- (iii) place the JetSmart Code or any of its Affiliates' Code, on any flight to, from, via, or within the United States, other than flights operated by JetSmart and its Affiliates and American and its Affiliates, without American's prior written consent; or
 - (iv) permit any air carrier, other than American and its Affiliates and JetSmart and its Affiliates, to place its Code on any flights to, from, via, or within the United States, operated by JetSmart or any Affiliate of JetSmart, without American's prior written consent.
- (b) During the term of this Agreement, American shall not, and shall cause its Affiliates not to:
 - (i) place the AA Code or any of its Affiliates' Code on any flight operated by any air carrier with an operating certificate and at least a majority of its operations and assets in the Alliance Region, other than JetSmart and its Affiliates, without JetSmart's prior written consent; or
 - (ii) permit any air carrier with an operating certificate and at least a majority of its operations and assets in the Alliance Region, other than JetSmart and its Affiliates, to place its Code on any flight operated by American or any Affiliate of American, without JetSmart's prior written consent.

28.2 The foregoing Section 28.1 shall not apply to:

- (a) codeshared arrangements currently in force between JetSmart and American and third parties, and any future renewals or modifications of such commitments; or
- (b) codeshared arrangements with air carriers that provide only air cargo services (i.e., no commercial passenger air transport services).

29. **FURTHER ASSURANCES**

Each Party shall perform such further acts and execute and deliver such further instruments and documents at such Party's cost and expense as may be required by Applicable Law, rules or regulations or as may be reasonably requested by the other to carry out and effectuate the purposes of this Agreement.

30. **AFFILIATES**

If and to the extent the transactions or activities contemplated by this Agreement require the cooperation or participation of an Affiliate or an Authorized Wet Lessor that is not a party hereto, then its Parent Carrier shall cause such Affiliate or Authorized Wet Lessor to cooperate or participate in such transaction or activity. Without limiting the generality of the foregoing, if such Affiliate or Authorized Wet Lessor operates as an Operating Carrier in connection with this Agreement and is not a party to a separate codesharing agreement or addendum hereto with respect to such operations, its Parent Carrier shall cause it to comply with all obligations imposed on JetSmart hereunder as if such Affiliate or Authorized Wet Lessor were a party hereto. The Parent Carrier shall be jointly and severally obligated and liable with such Affiliate or Authorized Wet Lessor for all such obligations, including, the indemnity and insurance requirements of this Agreement. In addition, the Parent Carrier shall cause such Affiliate or Authorized Wet Lessor to perform such acts and execute and deliver such further instruments and documents as may reasonably be required by the other Party to provide for such cooperation and participation, including,

execution of an addendum providing for such Affiliate or Authorized Wet Lessor to become a party to this Agreement.

31. **MISCELLANEOUS**

- 31.1 This Agreement contains the entire agreement between the Parties relating to its subject matter and supersedes any prior understandings or agreements between the Parties regarding the same subject matter (including the Memorandum of Understanding between [REDACTED], and the Master Cooperation Agreement, each as it relates to codeshared services between the Parties), except as expressly provided otherwise in the Master Cooperation Agreement. This Agreement may not be amended or modified except in writing signed by a duly authorized Representative of each Party.
- 31.2 The relationship of the Parties hereunder shall be that of independent contractors. Neither Party is intended to have, and neither of them shall represent to any other Person that it has, any power, right or authority to bind the other, or to assume, or create, any obligation or responsibility, express or implied, on behalf of the other, except as expressly required by this Agreement or as otherwise permitted in writing. Nothing in this Agreement shall be construed to create between the Parties and/or the Parties' Representatives any partnership, joint venture, employment relationship, franchise or agency (except that JetSmart shall have supervisory control over all passengers during any Codeshared Flight, including any employees, agents or contractors of American who are on board any such Codeshared Flight).
- 31.3 In the event that there occurs a substantial change in market conditions in general or in the condition of either Party, which change is not substantially the result of an act or omission of the Party requesting a change or amendment to this Agreement, and which change has a material adverse effect on either Party to this Agreement, then American or JetSmart may propose a review of or amendment to this Agreement to limit or expand any of the terms, to extend the relationship to additional activities or city-pair destinations or otherwise to modify in any way the transactions or relationships contemplated in this Agreement. However, neither American nor JetSmart will have any obligation, for any reason, to effect such an amendment.
- 31.4 All rights, remedies and obligations of the Parties hereto shall accrue and apply solely to the Parties hereto and their permitted successors and assigns; there is no intent to benefit any third parties, including the creditors of either Party.
- 31.5 This Agreement may be executed and delivered by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all of which taken together shall constitute one and the same instrument.
- 31.6 No failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. The failure of any Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be

construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.

- 31.7 This Agreement is the product of negotiations between JetSmart and American and shall be construed as if jointly prepared and drafted by them, and no provision hereof shall be construed for or against any Party by reason of ambiguity in language, rules of construction against the drafting Party, or similar doctrine. The headings to the clauses, sub-clause and parts of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. The terms “this Agreement,” “hereof,” “hereunder” and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation” and “discretion” means sole discretion.
- 31.8 Although translations of this Agreement may be made into any other language for the convenience of the Parties, the English version will govern for all purposes of the interpretation and performance of this Agreement.

32. **CONSEQUENTIAL DAMAGES**

EXCEPT FOR BREACHES OF ANY CONFIDENTIALITY, PRIVACY, AND DATA SECURITY OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUES, LOST PROFITS OR LOST PROSPECTIVE ECONOMIC ADVANTAGE, ARISING FROM ANY PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF, AND EACH PARTY HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST THE OTHER PARTY REGARDING SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT, THE PARTIES AGREE THE FOREGOING SHALL NOT LIMIT A PARTY’S OBLIGATION TO INDEMNIFY THE OTHER IN ACCORDANCE WITH SECTION 17 FOR DAMAGES ARISING OUT OF OR RELATING TO A CLAIM, SUIT OR CAUSE OF ACTION BY A THIRD PARTY.

33. **NOTICES**

Unless otherwise expressly required in this Agreement or the Procedures Manual, all notices, reports, invoices and other communications required or permitted to be given to or made upon a Party to this Agreement shall be in writing, shall be addressed as provided below and shall be considered as properly given and received: (i) when delivered, if delivered in person (and a signed acknowledgment of receipt is obtained); (ii) [REDACTED] after dispatch, if dispatched by a recognized express delivery service that provides signed acknowledgments of receipt; or (iii) [REDACTED] after deposit in the applicable postal service delivery system. For the purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that either Party shall have the right to change its address for notice to any other location by giving at least [REDACTED] prior written notice to the other Party in the manner set forth above.

If to American Airlines, Inc.:

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

with a copy to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

If to JetSMART Airlines S.A.:

[REDACTED]
[REDACTED]
[REDACTED]

with a copy to:

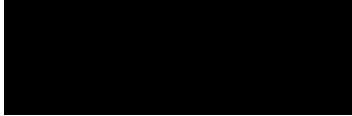
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers, as of the Effective Date.

JETSMART AIRLINES S.A.

By:



Name:



Title:



AMERICAN AIRLINES, INC.

By:



Name:



Title:




Attachments:

Annex A – Definitions

Annex B – Codeshared Routes

Annex C – Minimum Standards of Ground and In-Flight Services

Annex D – Financial Settlement

Annex E – Governmental Approvals

ANNEX A DEFINITIONS

“**ACH**” means the Airlines Clearing House.

“**Affected Party**” has the meaning assigned to such term in Section 25.1.

“**Affiliate**” means, with respect to any Person or entity, any other Person or entity, directly or indirectly, Controlling, Controlled by, or under common Control with, such Person or entity. Where a Party has an equity interest in another carrier, but does not have Control of the other carrier, the other carrier would not be deemed an “Affiliate.” For clarity, for purposes of this Agreement (i) Indigo Partners and the Indigo Portfolio Airlines will not be deemed Affiliates of JetSmart, and (ii) JetSmart, JetSmart Airlines Peru SAC, JetSmart Airlines SpA, and any other carrier Controlled by JetSmart Holdings will not be deemed Affiliates of Indigo Partners.

“**Agreement**” has the meaning assigned in the preamble to this Agreement.

“**Airline Guides**” means the printed and electronic data versions of the “Official Airline Guide” and the “ABC World Airlines Guide,” and their respective successors.

“**Alliance Region**” means Argentina, Bolivia, Chile, Colombia, Ecuador, French Guyana, Guyana, Paraguay, Peru, Suriname, Uruguay and Venezuela.

“**American**” has the meaning assigned in the preamble to this Agreement.

“**American Flight Coupon**” means a flight coupon (electronic or paper) of a ticket issued by American, JetSmart or a third party for travel on a Codeshared Flight showing American’s Code (i) in the carrier code box in the case of a paper ticket, and (ii) in the transporting carrier field in the case of an electronic ticket.

“**American Indemnified Party**” has the meaning assigned to such term in Section 17.1.

“**American Reviews**” has the meaning assigned to such term in Section 10.3.

“**American Ticket**” means a ticket issued by American, JetSmart or a third party that contains at least one American Flight Coupon.

“**APIS**” has the meaning assigned to such term in Section 23.2.

“**Applicable Law**” means all applicable laws of any jurisdiction including securities laws, tax laws, tariff and trade laws, ordinances, judgments, decrees, injunctions, writs, and orders or like actions of any Competent Authority and the rules, regulations, orders or like actions of any Competent Authority and the interpretations, licenses, and permits of any Competent Authority.

“**Argentina**” means the Argentina Republic.

“**Assessment**” has the meaning assigned to such term in Section 19.6.

“**ATPCO**” means the Airline Tariff Publishing Company.

“**Authorized Affiliate**” means with respect to JetSmart (i) JetSmart Airlines Peru SAC, JetSmart Airlines SpA, (ii) any other air carriers Controlled by JetSmart Holdings, and (iii) any other carrier to the extent it operates flights under the “JetSmart” brand.

“Authorized Wet Lessor” has the meaning assigned to such term in Section 2.9.

“Authorized Wet Lessor Reviews” shall have the meaning assigned to such term in Section 2.9.

“Business Day” means any day other than a Saturday, Sunday or other day in which banking institutions in New York, New York USA, or Buenos Aires, Argentina, or Santiago, Chile, are required by law, regulation or executive order to be closed.

“Carrier Code Box” means (i) for paper tickets, the field containing the two-character airline designator code as defined in IATA Resolution 727, or (ii) for electronic (or e-) tickets the three alphanumeric characters contained in the “Sold Airline Designator (Marketing Carrier)” field as defined in IATA Resolution 722f.

“CBP” has the meaning assigned to such term in Section 23.2.

“Code” means the two-character identifier assigned to a carrier by IATA for the purpose of exchanging interline carrier messages in accordance with AIRIMP procedures.

“Codeshare Commission” has the meaning assigned to such term in Section 6.3.

“Codeshared Flight” means a flight on which both Parties have placed their respective Codes, as defined in Section 2.1 and Annex B.

“Codeshared Routes” or **“Routes”** means the city-pair markets set out in Annex B (subject to Section 2.1).

“Codeshared Passenger” means a passenger traveling on an American Flight Coupon.

“Competent Authorities” means any supranational, national, federal, state, county, local, regulatory or municipal government body, bureau, commission, board, board of arbitration, instrumentality, authority, agency, court, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) having jurisdiction over this Agreement or either Party.

“Conditions of Carriage” means those conditions of contract tariffs and rules of carriage of a Party that govern the transport of passengers traveling on tickets showing such Party’s Code in the Carrier Code Box of the flight coupon.

“Confidential Information” means (a) all confidential or proprietary information of a Party, including, trade secrets, information concerning past, present and future research, development, business activities and affairs, finances, properties, methods of operation, processes and systems, customer lists, customer information (such as passenger name record or “PNR” data) and computer procedures and access codes; (b) the terms and conditions of this Agreement and any reports, invoices or other communications between the Parties given in connection with the negotiation or performance of this Agreement; and (c) excludes (i) information already in a Party’s possession prior to its disclosure by the other Party; (ii) information obtained from a third Person or entity that is not prohibited from transmitting such information to the receiving Party as a result of a contractual, legal or fiduciary obligation to the Party whose information is being disclosed; (iii) information that is or becomes generally available to the public, other than as a result of disclosure by a Party in violation of this Agreement; or (iv) information that has been or is independently acquired or developed by a Party, or its Affiliate, without violating any of its obligations under this Agreement.

“Control” (which will be deemed to refer interchangeably to “Controlling,” “Controlled by” and “under Common Control with”) means the power of any Person or Persons acting as a group, directly or indirectly, to direct or cause the direction of the management and policies of another Person, group or entity, whether through the ownership of voting securities or by contract or otherwise. Where a Party to this Agreement is a shareholder in another carrier, but absent Controlling other shareholders or being under Common Control with other shareholders in the carrier, the Party cannot unilaterally direct or cause the direction of management and policies of the carrier, then that Party will not be deemed to “Control” such carrier for purposes of this Agreement.

“CRS” means a computerized reservations system owned or operated by any entity, including either Party to this Agreement, that contains information about commercial airline schedules, fares, cargo rates, passenger and cargo tariff rules and flight availability that is made available to travel agents, cargo agents and other non-airline entities to facilitate their ability to make reservations and issue tickets and air waybills.

“Damages” means all third party claims, suits, causes of action, penalties, liabilities, judgments, demands, recoveries, awards, settlements, penalties, fines, losses and expenses of any nature or kind whatsoever (including, internal expenses of the Indemnified Party, such as employee salaries and the costs of cooperating in the investigation, preparation or defense of claims) under the laws of any jurisdiction (whether arising in tort, contract, under the Warsaw Convention, as amended, or the Montreal Convention of 1999, as amended, and related instruments or otherwise), including reasonable costs and expenses of investigating, preparing or defending any claim, suit, action or proceeding (including post judgment and appellate proceedings or proceedings that are incidental to the successful establishment of a right of indemnification), such as reasonable attorneys’ fees and fees for expert witnesses, consultants and litigation support services.

“Data Addendum” has the meaning assigned to such term in Section 23.1.

“DHS” has the meaning assigned to such term in Section 23.2.

“Disclosing Party” has the meaning assigned to such term in Section 25.1.

“Effective Date” has the meaning assigned to such term in Section 16.1.

“ESTA” has the meaning assigned to such term in Section 23.2.

“Excusable Delay” has the meaning assigned to such term in Section 21.

“Frequent Flyer Participating Carrier Agreement” means the agreement, from time to time, between American and JetSmart Airlines SpA relating to the participation of JetSmart in American’s AAdvantage frequent flyer program.

“Governmental Approvals” means any authorizations, licenses, certificates, exemptions, designations, or other approvals of Competent Authorities that are reasonably required (in the opinion of either Party) for the operation of the Codeshared Flights.

“IATA” means the International Air Transport Association.

“IATA Clearing House” means the clearing house established by IATA to administer and implement revenue settlement by reference to the Revenue Accounting Manual published by IATA.

“Implementation Date” means the date of the first codeshare service operated under this Agreement.

“Inadmissible Passengers” has the meaning defined in IATA Resolution 701, as modified, supplemented or amended from time to time.

“Indemnification Notice” has the meaning assigned to such term in Section 17.3.

“Indemnified Party” has the meaning assigned to such term in Section 17.3.

“Indemnifying Party” has the meaning assigned to such term in Section 17.3.

“Indigo Partners” means Indigo Andean Partners LP and its Affiliates.

“Indigo Portfolio Airlines” means air carriers that are Controlled by Indigo Partners other than JetSmart and the air carriers Controlled by JetSmart Holdings.

“Interline Service Charge” means the payment by the carrier lifting the ticket to the Ticketing Carrier, according to the industry program for compensation for the Ticketing Carrier’s commission sales costs currently set forth in IATA Passenger Services Conference Resolutions 780b and 780d or as agreed between the respective carriers.

“Interline Traffic Agreement” or **“ITA”** means that certain Interline Traffic Agreement entered into by the Parties, as may be amended, supplemented or modified from time to time.

“IOSA” has the meaning assigned to such term in Section 3.1(c).

“JetSmart” has the meaning assigned in the preamble to this Agreement.

“JetSmart Holdings” means JetSMART Holdings Limited, the parent of JetSmart.

“JetSmart Indemnified Party” has the meaning assigned to such term in Section 17.2.

“Licensed Trademark” has the meaning assigned to such term in Section 13.2.

“Marketing Carrier” means the air carrier whose Code is shown in the Carrier Code Box of a flight coupon for a Codeshared Flight but which is not the Operating Carrier.

“Marketing Flight(s)” means a Codeshared Flight when displayed, sold, or referred to as a flight of American rather than a flight of JetSmart, such as when using American’s name, designator Code and/or flight number.

“Marks” has the meaning assigned to such term in Section 13.1.

“Master Cooperation Agreement” means that certain agreement of the same name entered into between American and JetSMART Holdings Limited (the parent of JetSmart), [REDACTED] (as amended, modified or supplemented from time to time).

“Mutual Emergency Assistance Agreement” means the agreement between the Parties relating to provision of assistance by one Party to the other Party in the event of aircraft emergency.

“Operating Carrier” means the air carrier having operational control of an aircraft used for a given Codeshared Flight.

“Parent Carrier” means American or JetSmart, when referenced in relation to another carrier that is not a party to this Agreement and to which American or JetSmart, as applicable, is Affiliated or from whom it wet leases aircraft, as applicable.

“Party” or **“Parties”** means either or both of American and JetSmart, as the context requires.

“Payee” has the meaning assigned to such term in Section 19.4.

“Payor” has the meaning assigned to such term in Section 19.4.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization [or (except for the definition of “Affiliate” herein) government or any agency, authority or political subdivision of a government].

“Procedures Manual” means a detailed procedures manual prepared by the Parties for implementing the transactions contemplated by this Agreement.

“Representatives” has the meaning assigned to such term in Section 25.1.

“Request” has the meaning assigned to such term in Section 25.1.

“Reservations System” means the internal computerized airline passenger or cargo reservations system used by the personnel of an airline that contains information about flight schedules, fares, cargo rates, passenger and cargo tariff rules and seat availability of that airline and other carriers, and provides the ability to make reservations and issue tickets or air waybills.

“Special Prorate Agreement” means any bilateral agreement, from time to time, between the Parties or between JetSmart and the Ticketing Carrier, as applicable, relating to the proration of interline revenue.

“Taxes” means all taxes, assessments, fees, levies, imposts, duties, stamp taxes, documentary taxes or other charges of a similar nature, including, income taxes, value-added taxes, sales taxes, excise taxes, transactional taxes, exchange control taxes and/or fees, and interest and penalties related to the foregoing, but excluding Ticket Taxes, that may be imposed by any Competent Authority.

“TCN” means Transaction Control Number, which represents an electronic collection of all the sales information contained on the auditor's coupon of a ticket.

“TCN Exchange Agreement” means an agreement between the Parties to be filed with ATPCO listing the range of Marketing Flight numbers and supporting the release of certain ticket sales information by ATPCO to JetSmart of a Codeshared Flight.

“Termination Date” means 23:59 Coordinated Universal Standard Time on the date provided in the notice of termination given in accordance with Section 16.1.

“Ticketing Carrier” means a carrier whose traffic documents are used to issue a ticket.

“Ticket Handling Fee” means the payment by the carrier lifting the ticket to the Ticketing Carrier for expenses incurred as a result of issuing the ticket. Such payment is a percentage, agreed upon bilaterally by the Parties, of the prorated value billed by the carrier that lifted the ticket.

“Ticket Taxes” means any transactional taxes or passenger facility charges, including, sales taxes, use taxes, stamp taxes, excise taxes, value added taxes, gross receipts taxes, departure taxes, surcharges and

travel taxes, and all related charges, fees, licenses or assessments (and any interest or penalty thereon) imposed on passengers (or which air carriers or their agents are required to collect from passengers) by any authority in any country, or political subdivision thereof or public authority operating therein (including any national, federal, state, provincial, territorial, local, municipal, port or airport authority) or which are levied upon passengers by operation of Applicable Law or industry standard. Ticket Taxes together with the taxes referred to in Section 19.1 are collectively referred to as “Taxes”.

“US\$” or “\$” or “**Dollars**” means lawful currency of the United States of America.

“U.S.” or “**United States**” means the fifty states of the United States of America, the District of Columbia and the Commonwealth of Puerto Rico.

“**Wetleased Codeshared Flights**” shall have the meaning assigned to such term in Section 2.9.

ANNEX B CODESHARED ROUTES

The Parties shall mutually designate certain flights serving the Codeshared Routes shown below on which American shall place its Code. The implementation date for each Codeshared Route shall occur on a date to be mutually agreed between the Parties, subject to obtaining all Governmental Approvals. In the event that all Governmental Approvals have not been obtained by such mutually agreed date for some particular Codeshared Route(s), then the implementation date for each such Codeshared Route shall occur at a later date as mutually agreed by the Parties.

Codeshared Routes	Operating Carrier
Between Buenos Aires, Argentina (AEP) and any of the following destinations (in either direction):	
Cordoba, Argentina (COR)	JetSmart
Mendoza, Argentina (MDZ)	JetSmart
Neuquen, Argentina (NQN)	JetSmart
Salta, Argentina (SLA)	JetSmart
San Carlos Bariloche, Argentina (BRC)	JetSmart
Iguazu, Argentina (IGR)	JetSmart
Tucuman, Argentina (TUC)	JetSmart
Jujuy, Argentina (JUJ)	JetSmart
Comodoro Rivadavia, Argentina (CRD)	JetSmart
Posadas, Argentina (PSS)	JetSmart
Ushuaia, Argentina (USH)	JetSmart
Corrientes, Argentina (CNQ)	JetSmart
El Calafate, Argentina (FTE)	JetSmart
Santiago, Chile (SCL)	JetSmart

Between Buenos Aires, Argentina (EZE) and any of the following destinations (in either direction):	
San Carlos Bariloche, Argentina (BRC)	JetSmart
Iguazu, Argentina (IGR)	JetSmart
Rio De Janeiro, Brazil (GIG)	JetSmart
Lima, Peru (LIM)	JetSmart
Santiago, Chile (SCL)	JetSmart
Asuncion, Paraguay (ASU)	JetSmart
Ushuaia, Argentina (USH)	JetSmart
Salta, Argentina (SLA)	JetSmart
Jujuy, Argentina (JUJ)	JetSmart
Corrientes, Argentina (CNQ)	JetSmart
Tucuman, Argentina (TUC)	JetSmart
El Calafate, Argentina (FTE)	JetSmart
Posadas, Argentina (PSS)	JetSmart
Mendoza, Argentina (MDZ)	JetSmart

Between San Carlos Bariloche, Argentina (BRC) and any of the following destinations (in either direction):	
Cordoba, Argentina (COR)	JetSmart
Mendoza, Argentina (MDZ)	JetSmart

ANNEX C

MINIMUM STANDARDS OF GROUND AND IN-FLIGHT SERVICES

The Parties agree that their ground and in-flight services should meet customer expectations, on an ongoing basis. In order to meet these objectives, JetSmart and American may from time to time implement service upgrades but only as mutually agreed upon by the Parties, taking into account, however, the nature and business model of JetSmart as a low cost carrier.

Operating standards and general passenger procedures and policies for the Codeshared Flights are detailed in the Procedures Manual.

The Parties agree to monitor in-flight consumer research on customer priorities and satisfaction. Benchmarking research will be conducted to prioritize individual product features based on their importance to overall customer satisfaction and to obtain customer satisfaction ratings for individual product categories as well as the overall airline experience. Ongoing research will also be conducted during the term of the contract, to monitor customer satisfaction.

The Parties agree to a [REDACTED] review of services, system performance and reservations data exchange, and agree to take appropriate corrective actions as mutually agreed.

JetSmart agrees to review passenger and baggage mishandling complaints and further, JetSmart agrees to take the appropriate corrective actions.

If JetSmart fails to meet the standards established by this Annex C or incurs excess aircraft incidents affecting the Codeshared Flights, American, at its discretion, will be entitled to withdraw its Code from the affected Codeshared Flight(s).

AUTOMATION

The Parties shall develop, design and implement a computer automation system for the operational interface of each Party's current computer system in order to provide the highest quality product to Codeshared Passengers. Each Party will be responsible for the cost and expense associated with modifying its own computer system. The Parties shall, at a minimum, agree to develop, design and implement the automation of the following systems to support the Codeshared Flights:

Automated Reservation (PNR) Exchange - JetSmart will accept automatically Codeshared Passenger PNRs and Special Service Request (SSR) items from American's computer system.

Pre-Reserved Seating - A mechanism will exist so that pre-reserved seating on the Codeshared Flights will be available to Codeshared Passengers.

Flight Movement Messages - JetSmart must provide, in a timely fashion, flight movement messages (e.g., departure, delay and arrival times) for the Codeshared Flights to American's computer system.

Airport Check-in - Automation must exist between the Parties so that transiting passengers will not need to recheck-in at the transit city. Codeshared Passengers will check-in at the applicable origin station and be provided boarding passes for all segments of such Codeshared Passengers' itinerary.

Hand Back Messages (Post Departure Reconciliation and Close-out) - JetSmart must provide electronically a list of Codeshared Passengers who traveled on the Codeshared Flights. The preferred format is an IATA-standard Passenger Reconciliation List (PRL).

FACILITIES

The Parties acknowledge the importance of maintaining functional and accurate signs identifying American, as appropriate, to facilitate passenger convenience and to avoid confusion at airports served by the Codeshared Flights. JetSmart shall ensure that ticket counters at each station will identify prominently American and promote American equally to the other airlines that have a similar cooperative relationship with JetSmart at such airports. The Parties shall mutually agree on the placement of such signs, subject to the approval of the relevant airport authority or other lessors.

American will be responsible for the reasonable cost and expense associated with developing and installing the appropriate signs at airports served by the Codeshared Flights.

Each Party shall make commercially reasonable efforts to depart from or arrive at the same terminal at airports served by Codeshared Flights.

GATE AND RAMP HANDLING

JetSmart shall arrange for trained personnel to handle all gate (including ramp handling) and boarding services of Codeshared Passengers on the Codeshared Flights.

All costs, fines, and penalties incurred with a refusal by the immigration (or equivalent) authorities of a country to permit entry of any Codeshared Passengers at a destination point, shall be borne by the Operating Carrier that delivers the passenger on the applicable international segment of the itinerary.

ANNEX D
FINANCIAL SETTLEMENT

Codeshare Commission

The Codeshare Commission only applies to the Codeshared Flights where American places the American Code. The Codeshare Commission will apply to all fares including, but not limited to, published fares, unpublished fares, corporate discounts, and net fares. The Codeshare Commission will apply to all coupons issued for use on a [REDACTED]. The Codeshare Commission for these Codeshared Flights will be calculated on a monthly basis (separately from the billing for each American Flight Coupon) by multiplying the gross prorated value (as determined in accordance with Sections 6.2(a) and 6.3) of American Flight Coupons by the applicable Codeshare Commission percentage, which for purposes of this Agreement, is detailed in the table below.

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The Ticketing Carrier will receive the Interline Service Charge and/or Ticket Handling Fee in addition to the Codeshare Commission as provided in Section 6.4.

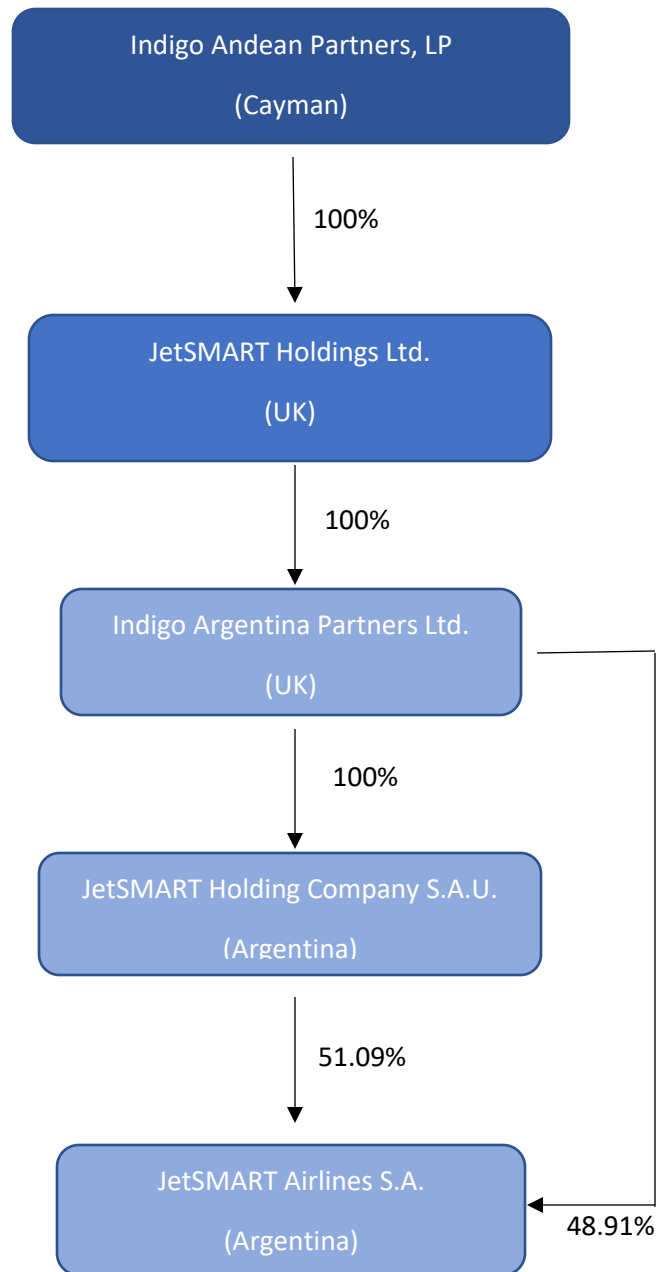
The Codeshare Commission may be renegotiated by and between the Parties at any time by mutual written consent of the Parties hereto.

ANNEX E
GOVERNMENTAL APPROVALS

- A. American shall secure and maintain the following governmental approvals:
1. Economic authority (including Statement of Authorization under 14 CFR, Part 212) from the United States Department of Transportation (“DOT”) to codeshare with JetSmart over the Codeshared Routes.
- B. JetSmart shall provide the following notice and secure and maintain the following governmental approvals:
1. Delivery of notice to the *National Civil Aviation Administration* (ANAC) requesting approval, to the extent necessary, of the commencement of codeshare operations between the Parties, with respect to the Codeshared Routes operated by JetSmart to/from/within Argentina.
 2. Economic authority from the DOT (including Statement of Authorization under 14 CFR, Part 212) to codeshare with American.
 3. When applicable, approvals from civil aviation authorities in other countries as may be required.

EXHIBIT B

JETSMART S.A. OWNERSHIP CHART



JetSMART Airlines S.A. is 51.09% owned by Argentinian corporation JetSMART Holding Company S.A.U. and 48.91% owned by Indigo Argentina Partners Ltd., which is a private limited company registered to do business in the United Kingdom. Indigo Argentina Partners Ltd. owns 100% of JetSMART Holding Company S.A.U. and is in turn 100% owned by JetSMART Holdings Ltd., which is also a private limited company registered to do business in the United Kingdom. JetSMART Holdings Ltd. is itself 100% owned by Indigo Andean Partners LP, a limited partnership registered in the Cayman Islands. Indigo Andean Partners LP is made up of a variety of private investors and is managed by American private equity firm Indigo Partners, LLC, which holds interests in a number of low-cost carriers including Frontier Airlines, Volaris, and Wizz Air. Indigo Partners was founded and is administered by American investor William Franke.

EXHIBIT C

JETSMART S.A. KEY PERSONNEL & MANAGEMENT

	NAME	TITLE	ADDRESS	CITIZENSHIP
1	Brian Franke	Board President	Suipacha 1111 piso 18, Buenos Aires, Argentina	United States
2	Horacio Scapparone	Board Member	Suipacha 1111 piso 18, Buenos Aires, Argentina	Argentina
3	José María Lopez	Board Member	Suipacha 1111 piso 18, Buenos Aires, Argentina	Argentina
4	Estuardo Ortiz	Chief Executive Officer	Suipacha 1111 piso 18, Buenos Aires, Argentina	Guatemala
5	Victor Mejia	Chief Commercial Officer	Suipacha 1111 piso 18, Buenos Aires, Argentina	El Salvador
6	Matt Bernier	Chief Financial Officer	Suipacha 1111 piso 18, Buenos Aires, Argentina	United States
7	Rodrigo Barrios	Chief Operations Officer	Suipacha 1111 piso 18, Buenos Aires, Argentina	Chile
8	Ximena Rojas	People and ESG Director	Suipacha 1111 piso 18, Buenos Aires, Argentina	Chile
9	Eduardo Petrelli	Director of Maintenance	Suipacha 1111 piso 18, Buenos Aires, Argentina	Argentina
10	Cecilia Demarco	Legal Director	Suipacha 1111 piso 18, Buenos Aires, Argentina	Uruguay
12	Mariano Ballesteros	Chief Inspector	Suipacha 1111 piso 18, Buenos Aires, Argentina	Argentina
13	Ignacio Gandara	Airport Manager	Suipacha 1111 piso 18, Buenos Aires, Argentina	Argentina
14	Agustina Alvarez	Finance Manager	Suipacha 1111 piso 18, Buenos Aires, Argentina	Argentina
15	Gonzalo Perez Corral	Country Manager	Suipacha 1111 piso 18, Buenos Aires, Argentina	Argentina
16	Alejandro Miodyk	Chief Pilot; Flight Ops Manager	Suipacha 1111 piso 18, Buenos Aires, Argentina	Argentina

EXHIBIT D

CERTIFICATE OF INSURANCE – DOT FORM 6411



**U.S. Department of
Transportation**

Office of the Secretary
of Transportation

AGENCY DISPLAY OF ESTIMATED BURDEN

The public reporting burden for this collection of information is estimated to average 30 minutes per response. If you wish to comment on the accuracy of the estimate of make suggestions for reducing this burden, please direct your comments to the Department of Transportation at the following address:

U.S. Department of Transportation
800 Independence Ave, SW (AFS-260)
Washington, D.C. 20591
Roy Robinson at 202 267-7773
fax: 202 267-5229

OMB No. 2106-0030 Expires 2-28-01

**FOREIGN AIR CARRIERS
CERTIFICATE OF INSURANCE**

**POLICIES OF INSURANCE FOR AIRCRAFT ACCIDENT BODILY INJURY
AND PROPERTY DAMAGE LIABILITY**

FILING INSTRUCTIONS: File an original of this form with the FAA, Air Transportation Div., AFS-260, 800 Independence Ave., SW. Washington, D.C. 20591.
(Please type information, except signatures.)

THIS CERTIFIES THAT: Lloyds Underwriters and Company Insurers
(Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to JetSMART Airlines Spa, JetSMART Airlines SA, JetSMART Airlines Peru SAC, Avenida del Valle Sur 650 Edificio Mistral, Santiago, Chile
(Name and address of Insured Foreign Air Carrier)

Effective from 27 March 2023 until ten (10) days after written notice from the insurer or carrier of the intent to terminate coverage is received by the Department of Transportation.

NOTE: Part 205 of the Department's Regulations does not allow for a predetermined termination date, and a certificate showing such a date is unacceptable.

1. The Insurer (Check one)

- ☐ is licensed to issue aircraft insurance policies in the United States;
☒ is licensed or approved by the government of Chile, Argentina & Peru to issue aircraft insurance policies, or
☐ is an approved surplus line insurer in the State(s) of _____

2. The insurer assumes, under the policy or policies listed below, aircraft accident liability insured to minimums at least equal to the following during operation, maintenance, or use of aircraft in "foreign air transportation" as that term is defined 49 U.S.C. 40102. (Complete applicable section(s) below):

A. CANADIAN CHARTER AIR TAXI OPERATIONS WITH PART 294 AUTHORITY ONLY

The aircraft covered by this policy have: (1) 30 or fewer passenger seats and a maximum payload capacity of 7,500 pounds or less; and/or (2) a maximum authorized takeoff weight on wheels of no more than 35,000 pounds. (Check separate or combined coverage as appropriate):

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each person	Each Occurrence
_____	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$75,000	\$2,000,000 *(See note)
_____	Passenger Bodily Injury	\$75,000	\$75,000 x 75% of total number of passenger seats installed in aircraft

- ☐ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. _____ Amount of Coverage _____ U.S. Dollars

- ☐ This Policy covers CARGO operations *only* and *excludes* passenger liability insurance.

* **NOTE:** If the aircraft covered by this policy have more than 30 passenger seats or more than a maximum payload capacity of 7,500 pounds, the minimum limit per occurrence shall be \$20,000,000

B. FOREIGN AIR CARRIERS OPERATING SMALL AIRCRAFT

The aircraft covered by this policy are SMALL AIRCRAFT (i.e., with 60 or fewer passenger seats or with a maximum payload capacity of 18,000 pounds or less). (Check separate or combined coverage as appropriate):

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each person	Each Occurrence
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$300,000	\$2,000,000
	Passenger Bodily Injury	\$300,000	\$300,000 x 75% of total number of passenger seats installed in aircraft

☐ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. _____ Amount of Coverage _____ U.S. Dollars

☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

C. FOREIGN AIR CARRIERS OPERATING LARGE AIRCRAFT

The aircraft covered by this policy are LARGE AIRCRAFT (i.e., with more than 60 passenger seats or with a maximum payload capacity of more than 18,000 pounds). (Check separate or combined coverage as appropriate):

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each person	Each Occurrence
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$300,000	\$20,000,000
	Passenger Bodily Injury	\$300,000	\$300,000 x 75% of total number of passenger seats installed in aircraft

☒ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. **GA2103769/3772** Amount of Coverage **850,000,000** U.S. Dollars

☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

3. The policy or policies listed in this certificate insure(s) (Check One):

- ☒ Operations conducted with all aircraft operated by the Insured
☐ Operations conducted with the following types of aircraft:
☐ Operations with the following aircraft: (Use additional page if necessary)

Make and Model

FAA or Foreign Flag
Registration No.

4. Each policy listed in this certificate meets or exceeds the requirements in 14 CFR Part 205.

(Name of Insurer)	Arthur J. Gallagher (UK) Limited
(Address)	THE WALBROOK BUILDING, 5 WALBROOK
(City, State, Zip Code)	LONDON, EC4N 8AW
Contact (person who can verify the effectiveness of the coverage)	Antony Marshall
(Area Code, Phone Number)	(Area Code, Phone Number)
(Area Code, FAX Number)	(Area Code, FAX Number)
(Signature, if applicable)	(Signature)
(Date)	27 March 2023

EXHIBIT E

JETSMART S.A. AIR OPERATOR CERTIFICATE

CERTIFICADO DE EXPLOTADOR DE SERVICIOS AEREOS AIR OPERATOR CERTIFICATE		
	Estado del explotador REPÚBLICA ARGENTINA <i>State of the Operator</i> ARGENTINE REPUBLIC	DIRECCIÓN NACIONAL DE SEGURIDAD OPERACIONAL <i>NATIONAL BUREAU OF SAFETY</i>
	Autoridad expedidora ANAC ADMINISTRACIÓN NACIONAL DE AVIACION CIVIL <i>Issuing authority</i> ANAC CIVIL AVIATION AUTHORITY	
Resolución N°: RESOL-2022-719-APN-ANAC#MTR.- Apéndice 2.- <i>Administrative Decision N°: RESOL-2022-719-APN-ANAC#MTR.-</i> <i>Appendix 2.-</i>	Nombre del explotador: JETSMART AIRLINES S.A. <i>Operator's name:</i> JETSMART AIRLINES S.A. Dirección del explotador: AV. SAN MARTÍN 3430, FLORIDA, BUENOS AIRES.- <i>Operator's address:</i> <i>AV. SAN MARTÍN 3430, FLORIDA, BUENOS AIRES.-</i> Teléfono: (54) 11 4114-3000.- <i>Telephone: (54) 11 4114-3000.-</i> Correo electrónico: <i>oficina.arg@jetsmart.com</i> <i>E-mail: oficina.arg@jetsmart.com</i>	Puntos de contacto operacionales: <i>Operational points of contact:</i> A.N.A.C. Teléfono / Telephone: (54) 11 5941-3130.- <i>E-mail: dnso@anac.gob.ar</i> Se adjunta al presente AOC la información de contacto donde se puede ubicar a las autoridades de gestión operacional sin demoras indebidas. M.O.E. – Capítulo I.- <i>Contact details at which operational management can be contacted without undue delay, are listed in A.O.M – Chapter I.-</i>
AOC: ANAC – 375		
Fecha de vencimiento: 20-DIC-2024.- <i>Expiry date: DEC 20, 2024.-</i>		
RESERVADO <i>RESERVED</i>		RESERVADO <i>RESERVED</i>
<p>Por el presente, se certifica que la empresa JETSMART AIRLINES S.A. está autorizada a realizar SERVICIOS REGULARES Y NO REGULARES, INTERNOS E INTERNACIONALES DE TRANSPORTE AÉREO DE PASAJEROS, CARGA Y CORREO CON AERONAVES DE GRAN PORTE, según se define en las Especificaciones Relativas a las Operaciones que se adjuntan de conformidad con el Manual de Operaciones y con las Regulaciones Argentinas de Aviación Civil (RAAC).</p> <p><i>This certificate authorizes JETSMART AIRLINES S.A. to conduct REGULAR AND NON REGULAR, DOMESTIC AND INTERNATIONAL AIR TRANSPORT SERVICES FOR PASSENGERS, CARGO AND MAIL USING LARGE AIRCRAFT, as defined in the attached Specifications Operations, in accordance with the Operations Manual and the Regulaciones Argentinas de Aviación Civil (RAAC).</i></p>		
Fecha de expedición: 20-DIC-2022.- <i>Date of issue:</i> <i>DEC 20, 2022.-</i>	Nombre y firma: <i>Name and signature:</i> Cargo: <i>Title</i>	Firma Digital: José Luis Aseijas Dirección Nacional de Seguridad Operacional Administración Nacional de Aviación Civil



República Argentina - Poder Ejecutivo Nacional
Las Malvinas son argentinas

Hoja Adicional de Firmas
Informe gráfico

Número:

Referencia: CESA JETSMART AIRLINES S.A. - EX-2022-108974730- -APN-DGDYD#JGM

El documento fue importado por el sistema GEDO con un total de 1 pagina/s.

EXHIBIT F

JETSMART S.A. FLEET INFORMATION

Manufacturer	Model	MSN	Tail Number	Country of Registration
Airbus	A320-232	8006	LV-KFX	Argentina
Airbus	A320-232	8028	LV-KGO	Argentina
Airbus	A320-232	8493	LV-KDP	Argentina
Airbus	A320-232	8539	LV-JQE	Argentina
Airbus	A320-232	8574	LV-HVT	Argentina
Airbus	A320-232	8599	LV-HEK	Argentina
Airbus	A320-232	8730	LV-IVN	Argentina
Airbus	A320-232	8838	LV-IVO	Argentina

EXHIBIT G

JETSMART S.A. FINANCIAL DATA

(Submitted under Motion for Confidential Treatment)

EXHIBIT H

OST FORM 4523 WAIVER OF LIABILITY LIMITS UNDER THE WARSAW CONVENTION



AGREEMENT

The undersigned carriers (hereinafter referred to as "the Carriers") hereby agree as follows:

1. Each of the Carriers shall, effective May 16, 1966, include the following in its conditions of carriage, including tariffs embodying conditions of carriage filed by it with any government:

"The Carrier shall avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw October 12th, 1929, or provided in the said Convention as amended by the Protocol signed at The Hague September 28th, 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, the Carrier agrees that, as to all international transportation by the Carrier as defined in the said Convention or said Convention as amended by said Protocol, which, according to the contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place

- (1) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of US \$75,000 inclusive of legal fees and costs, except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs.
- (2) The Carrier shall not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said Protocol.

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger."

2. Each Carrier shall, at the time of delivery of the ticket, furnish to each passenger whose transportation is governed by the Convention, or the Convention as amended by the Hague Protocol, and by the special contract described in paragraph 1, the following notice, which shall be printed in type at least as large as 10 point modern type and in ink contrasting with the stock on (i) each ticket; (ii) a piece of paper either placed in the ticket envelope with the ticket or attached to the ticket; or (iii) on the ticket envelope:

"ADVICE TO INTERNATIONAL PASSENGER ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of

[certain
[certain
[(name of carrier) and certain other] carriers parties to such special contracts for death of or personal injury to passengers is limited in most cases to proven damages not to exceed US \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US \$10,000 or US \$20,000.

The names of Carriers parties to such special contracts are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative."

3. [This Agreement was filed with the Civil Aeronautics Board of the United States. The Board approved it by Order E-23680, adopted May 13, 1966. The Agreement (Agreement 18900) became effective May 16, 1966. On January 1, 1985, this Agreement became the responsibility of the Department of Transportation (DOT) by operation of law.]

4. This Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any Carrier may become a party to this Agreement by signing a counterpart hereof and depositing it with DOT.

5. Any Carrier party hereto may withdraw from this Agreement by giving twelve (12) months' written notice of withdrawal to DOT and the other Carriers parties to the Agreement.

*Either alternative may be used.

(Signature and Date)

05/22/2023

(Printed Name and Title)

Gonzalo Perez Corral

(Name and Address of Carrier)

JetSmart Airlines S.A. - Suipacha 1111 piso 18,

Buenos Aires, Argentina

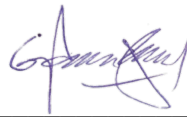
EXHIBIT I

14 C.F.R. § 211.11 VERIFICATION STATEMENT

VERIFICATION

Pursuant to Title 18 United States Code Section 1001, I, Gonzalo Perez Corral, in my individual capacity and as the authorized representative of the pleader, have not in any manner knowingly and willfully falsified, concealed, or failed to disclose any material fact or made any false, fictitious, or fraudulent statement or knowingly used any documents which contain such statements in connection with the preparation, filing or prosecution of the pleading. I understand that an individual who is found to have violated the provisions of 18 U.S.C. Section 1001 shall be fined or imprisoned not more than five years, or both.

Executed on this 8th day of June, 2023.



JetSMART Airlines S.A.

Name: Gonzalo Perez Corral
Title: Country Manager Argentina