

## **AEROPORTO INTERNACIONAL DO RIO DE JANEIRO/GALEÃO - ANTONIO CARLOS JOBIM**

### **GENERAL CONDITIONS TO ALL INCENTIVES PROGRAMS**

- I.1.** Terms and Conditions hereunder must be considered as part of all incentive programs, together with all its specific clauses. Incentive Programs specific clauses shall prevail in case of any conflict.
- I.2.** For purposes of all Incentives Programs, the following definitions must be considered:
- a. "Airline Economic Group" / "Airline Group": Economic group formed by different airlines, with the same controlling shareholder.
  - b. "AOS": Collins Aeroscape ARINC Airport Database Operating System, virtual database used by the Concessionaire in the management of flights and passengers.
  - c. "MCT": Minimum Connection Time allowed for connections between two flights.
  - d. "Portal Financeiro RIOgaleão": virtual airport billing solution
  - e. "RIMA": Relatório de Informações de Movimentação Aeroportuária (Monthly Airport Movement Traffic Information Report) sent monthly to Agência Nacional de Aviação Civil (ANAC);
  - f. "RPE": Passenger manifest reports sent to the Concessionaire by the Airlines, containing information about each commercial operation carried out at the Airport, such as airport of origin / destination, number of revenue and exempt passengers, number of connecting passenger s per nature, among others, as listed on Resolution nº464 / 2018 (ANAC).
  - g. "Season": Summer Season or Winter Season as defined by the International Air Transport Association (IATA).
  - h. "Tag operations through GIG": 5<sup>th</sup> freedom international routes that neither start nor end at GIG;
  - i. "Type B messages": automatic movement automated messages transmitted from for from the aircraft to land stations and airports and passengers, standardized in the IATA manual.
  - j. "Turnaround": sequence of arrival and subsequent take-off.
  - k. "Frequency": standard definition of a regularly operated turnaround.
  - l. "Concession Agreement": Concession contract between ANAC and Concessionária Aeroporto Rio de Janeiro S.A for expansion, maintenance and exploitation of the Aeroporto Internacional do Rio de Janeiro/Galeão, available at <https://www.gov.br/anac/pt-br/assuntos/concessoes/aeroportos-concedidos/galeao>.
  - m. "Regular operation": Regular operations will be characterized by those with a requested slot of type "J" and that operate for at least 8 (eight) weeks of each season.
  - n. Aircraft fees: landing and parking fees (considering maneuvering and stay areas)
- I.3.** The Airlines eligible for the Incentives Programs must send all documents providing compliance to the requirements (slots requirements) to [programadeincentivos@riogaleao.com](mailto:programadeincentivos@riogaleao.com).
- I.4.** If the airline is enrolled in more than one incentive programme, regarding aircraft fees, the total discount to be granted cannot exceed 100% of the landing and parking fees.
- I.5.** In addition to the specific conditions of the Incentive Programs, the following requirements must be met by the Airline or its Airline Economic Group:
- a. The Airline must have delivered all (100%) of the boarding passenger reports - RPE of all flights operated at the Airport between thirty (30) and seven (07) days before any incentivized operation. This submission may occur by physical or electronic means, through the Portal Financeiro RIOgaleão platform, or by filling in AOS in the RIMA fields; and
  - b. The Concessionaire may request the Airline, within six (06) months after joining this Incentive, to establish a flow of communication with the Concessionaire through IATA "Type B messages".

- I.6.** The Concessionaire may, at its sole discretion, suspend the benefit on the day following the loss of eligibility due to non-compliance with any condition, whether general or specific, without the need for prior notice.
- I.7.** If it is verified that the Airline has any liabilities with the Concessionaire, the Concessionaire may, at its sole discretion, suspend the discount until the full settlement of the liability. In the case of financial liabilities, the Concessionaire may also accept a plan of arranged payments, proposed by the Adherent.
- I.8.** The Concessionaire reserves the right to modify, exclude or revoke the conditions of Incentive Programs at any time, by means of notification in its communication channels thirty (30) days prior to the change and/or exclusion. In this hypothesis, no indemnification will be due to the Airlines, including with respect to indirect damages or loss of profit.
- I.9.** In compliance with the General Data Protection Law (Law No. 13,709 of August 14, 2018) and notwithstanding the confidentiality obligations provided for in this Agreement, the Parties undertake to minimize the processing of personal data, performing it only when legitimate, necessary and appropriate, always keeping a record of the processing operations carried out. Whenever necessary, the Parties shall obtain the free, informed, unequivocal and written consent of the holder of the personal data, for this specific purpose. Personal data may not be used for abusive or unlawful discriminatory purposes and must be treated and stored securely, preserving the confidentiality of information.
- I.10.** The Parties agree that they will comply with the Law No. 12.846/13, being certain that they may not offer, give, mediate or undertake to give to whoever it may be or accept, mediate or undertake to accept from whoever it may be, either on its own or through others, any payment, donation, compensation, financial or non-financial advantages or benefits of any kind that constitute an illegal practice or corruption under the laws of any country in which they have operations, whether direct or indirectly, and must also ensure that its agents and employees act in the same way.
- I.11.** The Parties undertake to take all measures under their control or influence to ensure that their agents, employees, directors, service providers, subcontractors, partners, contractors or any third parties do not offer, promise, give, donate, authorize, mediate, request or accept any equity advantage, or any other advantage of any nature, in any way related to the legal relationship between the Parties and which is legally prohibited.
- I.12.** The Parties declare that they are aware of the RIOgaleão Code of Conduct (and any changes and updates thereof), which is available for consultation at <https://www.riogaleao.com/corporativo/page/linha-de-etica>, and that they can communicate any attitude, behavior, practice, fact or data in disagreement with the aforementioned Code of Conduct, which they are aware of or distrust, guaranteeing the anonymity of the whistleblower, through the following electronic address: <https://www.riogaleao.com/corporativo/page/linha-de-etica>.
- I.13.** All Airlines undertake to communicate any attitude, behavior, practice, fact, or data that does not comply with RIOgaleão's Code of Conduct, which they may know or mistrust, and it is considered an ethical deviation to know and not to communicate. The communication must be done through the Compliant Channel, with the complainant's anonymity being guaranteed, at <https://www.riogaleao.com/institucional/linha-de-etica/>.
- I.14.** In view of the foregoing, the existence of this Agreement and its terms, as well as the discussions and settlements between the Parties besides any and all Information that a Party may come to exhibit, disclose, deliver, supply, share and/or in any way allow or rely to the other Party pursuant to the terms of this Agreement by any means, verbal, electronic, magnetic and/or physically, shall have confidential nature ("Confidential Information"). The information, data, models and methods developed due to the Incentive Program shall also be treated as Confidential Information and as property of the disclosing Party. It is also forbidden for the receiving Party to develop products, methods or services based on or in any way derived from the Confidential Information, as well as from any other information and knowledge obtained in the development of the Incentive Program.

**I.15.** The receiving Party shall use such Confidential Information solely and exclusively for the purpose of this Agreement and will keep it as confidential and protect it against any disclosure as if it were its own Confidential Information. The receiving Party of a Confidential Information will be responsible for any possible breach of this Agreement, including, but not limited to, the breach by any of its partners, shareholders, directors, managers, officers, employees, consultants, advisors, associates, representatives, attorneys and/or Affiliates.

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