

CONTRACT OF CARRIAGE

SKY HIGH AVIATION SERVICES DOMINICANA, S.A., a business company duly organized and existing under the laws of the Dominican Republic, registered in the National Taxpayers Registry (RNC) under No. 1-30-77910-4 and in the Mercantile Registry under No. 178977SD, with domicile and registered office at Filomena Gomez de Cova, No. 3, Edificio Corporativo 2015, Piso 14, Suite 1401, Distrito Nacional, Dominican Republic, hereinafter, THE CARRIER.

When you purchase a ticket for traveling with SKY HIGH AVIATION SERVICES DOMINICANA, S.A, you enter into a Contract of Carriage with us.

This Contract of Carriage applies to domestic transportation and international transportation and sets out the terms and conditions of SKY HIGH AVIATION SERVICES DOMINICANA, S.A to carry passengers.

SKY HIGH AVIATION SERVICES DOMINICANA, S.A may amend this Contract of Carriage at any time, subject to the provisions of Article 11 of Resolution No. 01-2009 on Registration of Adhesion Contracts, governed by the regulations in force on the date of purchase of your ticket; however, SKY HIGH AVIATION SERVICES DOMINICANA, S.A reserves the right to apply the regulations in force on the date of your travel, when reasonably required for operational reasons and when the change in regulations does not have a significant negative impact on you. No employee or sales representative of SKY HIGH AVIATION SERVICES DOMINICANA, S.A has the authority to alter any provision of the Conditions of Carriage unless authorized in writing by a management official of SKY HIGH AVIATION SERVICES DOMINICANA, S.A.

ARTICLE 1 - DEFINITIONS

CODESHARE: refers to agreements that allow the use of the designator code of one or more airlines on a flight or segment operated by another airline.

AUTHORIZED AIRLINE: Any other airline authorized by THE CARRIER to use on a non-exclusive basis the DO designator code or its mark to commercially identify its operation, with each airline maintaining operational control.

AUTHORIZED AGENT: A natural or legal person with whom THE CARRIER has a business relationship for the sale and distribution of its services and those of other airlines, when authorized. The agent is an independent businessperson that operates its own company with its own personnel in representation of THE CARRIER pursuant to THE CARRIER's instructions.

WEAPONS AND OTHER DANGEROUS GOODS OR ITEMS: Any object that may be used to threaten the physical integrity of individuals or to cause damage to airport facilities, aircrafts or other assets.

AUTHORITIES: Members of law enforcement, national police, military forces or security, immigration, customs or aviation agents or representatives or those who serve for such purposes in the corresponding country and are granted power by law or by the competent authorities.

SKY HIGH AVIATION SERVICES DOMINICANA: Any reference to "SKY HIGH AVIATION SERVICES DOMINICANA, S.A or "SKY HIGH" in this contract refers to SKY HIGH AVIATION SERVICES DOMINICANA, S.A.

TICKET: refers to the contract record, including electronic Tickets for air transportation provided by THE CARRIER under certain terms and conditions, for the transportation of the Passenger whose name appears on the Ticket and in accordance with applicable tariffs and regulations. An electronic Ticket is the record of the Ticket contract processed and maintained within CARRIER's electronic reservation system. A receipt containing the reference to locate the record within CARRIER's record keeping systems, and a summary of the Ticket information is provided to the purchaser of a Ticket.

OPERATIONAL CHANGES: It refers to those changes that affect a flight for reasons associated or related to the operation, which may be of an internal or external nature.

MEDICAL CERTIFICATE: A document issued after a medical exam which constitutes acceptable evidence of the bearer's psychophysical condition.

UNFORESEEN CIRCUMSTANCES: Causes beyond the normal course of the carrier's business that prevent the flight from taking place or delay its departure or arrival, such as meteorological factors, technical failures not corresponding to scheduled or routine maintenance of the aircraft, factors or circumstances related to passengers or third parties, failure of ground support equipment, political factors, strikes, civil insurrection, war, state of siege, airport closure, pandemic, among others.

CARRIER'S DESIGNATED CODE: it is the 2-letter/number alphanumeric code assigned by IATA (International Air Transport Association) that the CARRIER or any of the Authorized Carriers chooses to use to identify itself as such. One or more airlines may use the same Code under agreement.

CONTRACT OF CARRIAGE TERMS AND CONDITIONS: Are those contained in this document.

CONNECTION: A change from one flight to another made by the Passenger at a point different from the origination and destination points indicated on the ticket. It may or may not involve a change of aircraft or change of flight number.

SECURITY CONTROL: It comprises the procedures and measures designed to prevent access into airports, sterile areas and aircrafts of dangerous persons, weapons and items or objects, as defined in this document, which can be used to commit acts of illicit interference or that by their nature constitute a safety risk to persons and aircrafts.

CONVENTION: Means any of the following instruments, as applicable:

- The Convention for the Unification of Certain Rules Related to International Carriage by Air, signed in Warsaw on October 12, 1929 (The Warsaw Convention).
- Protocol amending the Convention for the Unification of Certain Rules Related to International Carriage by Air. The Hague Protocol, September 28, 1955.
- Montreal Protocols I, II, III and IV. Montreal, 1975.
- Convention Supplementary to the Warsaw Convention for the Unification of Certain Rules Related to international Carriage by Air Performed by a Person other than the Contracting Carrier (Guadalajara Convention 1961).
- The Convention for the Unification of Certain Rules for International Carriage by Air.
- Montreal Convention (MC99).
- And in general any international instrument or treaty applicable to CARRIER's services.

FLIGHT CREDIT OR COUPON: A document that allows its beneficiary to board the flight(s) specified on the coupon and under the conditions contained therein. It may be issued on paper or electronically, and the coupon and electronic ticket information or status is included in THE

CARRIER's database.

DAYS: Are calendar days. To determine the term of validity of a ticket, the day on which the ticket is issued, or the day of the flight departure shall not be counted.

BAGGAGE: Refers to Passenger's personal items, effects, and other objects to be carried or used by the Passenger. Unless otherwise provided, said term refers to Passenger's checked and unchecked baggage or carry-on baggage.

CARRY-ON BAGGAGE: It is baggage that the Passenger keeps with him or her during the flight under his or her custody, care, control and responsibility.

TRANSFER BAGGAGE BETWEEN AIRLINES: Checked baggage that is transferred during a trip from one CARRIER's aircraft to another CARRIER's aircraft.

LOST BAGGAGE: Checked baggage that cannot be found after twenty-one (21) days of search, counted from the day the flight ends.

FREE BAGGAGE ALLOWANCE: Refers to the maximum allowed baggage in terms of its weight, number, and/or dimension that the Passenger is allowed to check without additional cost. The number of pieces, dimension and weight shall be determined by route or fare.

UNCLAIMED BAGGAGE: Baggage that arrives at an airport and is not claimed by any Passenger. Such baggage may arrive without a baggage tag or stub.

CHECKED BAGGAGE: It is the baggage placed under THE CARRIER's custody for its transportation and for which a Baggage Tag has been provided to the Passenger.

CARRIER: refers to the carrier (air or ground) issuing the ticket and all carriers performing the transportation of the Passenger and his/ her Baggage.

STOPOVERS: refers to each of the points where a Passenger's journey is temporarily interrupted, except origination and destination points indicated on tickets or on THE CARRIER's schedule as intermediary stops in Passengers' itineraries.

BAGGAGE TAG OR STUB: Document issued by THE CARRIER to identity Checked Baggage.

EXCESS BAGGAGE: Any excess over the Free Baggage Allowance in weight, dimension or number of authorized pieces, for which additional charges shall be collected, and may only be transported once determined by THE CARRIER.

FLIGHT FREQUENCY: refers to the number of flights operated in a given route.

FORCE MAJEURE: Meteorological reasons, unforeseen circumstances, or other conditions not under the control of the airline including, but not limited to situations such as riots, strikes,

border closures, pandemic declared by WHO, acts of terrorism, war, and any other event beyond CARRIER's control.

IATA: International Air Transport Association.

IDAC: Dominican Institute of Civil Aviation.

JAC: Civil Aviation Board.

INSPECTION: Application of visual, technical, or other means to detect the presence or possession of weapons, explosives, dangerous or illegal materials or substances that may be used to commit acts of unlawful interference, or to detect persons who may commit such acts. This may be done by THE CARRIER, the Airport Operator, or the corresponding authorities.

ITINERARY: A detailed list of THE CARRIER's flights framed within a schedule, or the total number of flights operated regularly by THE CARRIER. It may include equipment, schedules, routes and frequency.

DANGEROUS AND FORBIDDEN GOODS: All those items or substances classified as explosive, flammable, gases, acids, corrosives, radioactive, biological material, and/or those miscellaneous classified as such by the airline or by national or international laws or regulations.

NO-SHOW: Refers to a Passenger that having a confirmed reservation for a determined flight does not show up within the time specified by THE CARRIER, causing him/her to miss the booked flight(s) and possibly generating charges or penalties.

AIRPORT OPERATOR: a natural or legal person authorized to manage or operate an airport.

PASSENGER OR TRAVELER: A person, with the exception of the crew members, who is transported or that must be transported on an airplane by virtue of the Contract of Carriage.

INDIVIDUAL WITH DISABILITY: A person who has or has had a physical or mental disability, whether permanent or temporary, that substantially limits one or more major life activities. The following are considered vital activities: caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, understanding and obeying simple commands, and working.

REFUND: A refund of the total or partial value of a ticket issued by THE CARRIER to the Passenger in case of voluntary or involuntary failure to travel which may be subject to certain conditions. Fares identified as non-refundable and previously accepted by the Passenger shall not be refunded and for fares identified with penalty for refund will be refunded after deducting the corresponding penalty according to the fare rule.

PNR: refers to the reservation code (*Passenger Name Record*)

CONFIRMED RESERVATION: It is understood as the assignment of one or more spaces for one or more persons, in one or more flights, on specific dates, fares and routes. The confirmation of the reservation in THE CARRIER's internal system is included in the Passenger Name Record (PNR) of each flight.

ON-BOARD SERVICES: refer to services provided by THE CARRIER during a flight and may vary depending on the aircraft type, route, and flight duration and characteristics. On-board services may include beverages, meals, and entertainment.

FARE: The price paid by the Passenger for the transportation service and its applicable conditions. Fares are subject to utilization terms and conditions related to, among others, validity periods with regard to time, payment conditions, endorsement restrictions, refund provisions, utilization on certain flights, minimum or maximum stay at the place of destination, specific travel dates, penalties, rules for allowed baggage and other applicable conditions.

AIRPORT TAX: It is the amount charged to a Passenger for the use of the airport facilities that can be collected by THE CARRIER with prior authorization, either on the ticket or at each airport, and must be paid by the Passenger.

IN-TRANSIT: The stay of the aircraft or Passenger on land between destinations

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

CANCELLED FLIGHT: A flight that, although scheduled, does not operate due to internal or external circumstances of the Air Carrier.

DELAYED FLIGHT: A flight whose departure time is delayed from the scheduled time.

ARTICLE 2 - APPLICABILITY

The Conditions contained in this Contract of Carriage apply to those flights or flight segments in which the name: "SKY HIGH AVIATION SERVICES DOMINICANA, S.A", or the designated code DO appears in the Carrier's box on Flight Coupons.

These Transportation Terms and Conditions are applicable unless they contravene the National Constitution, ratified international treaties, or the laws or regulations of the countries where they are applicable. If any provision of these Transportation Terms and Conditions are not enforceable, the enforceability of the other provisions shall not be affected.

For some services THE CARRIER has executed Codeshare and charter agreements with other airlines, carriers or individuals. This means that even in the event that a ticket bearing THE CARRIER's designated code or its name as the transport airline has been issued to a Passenger, the Carrier operating the flight may be a different one. In that case, and pursuant to the preceding paragraph the Terms and Conditions of this Agreement shall apply, without prejudice to the provisions of the Agreements or laws applicable to the particular case.

When THE CARRIER undertakes the issuance of a Ticket, baggage check-in, or makes any other arrangements to sell on its own tickets, segments of another airline in the interline mode (whether such transportation is part of a direct service or not), THE CARRIER shall only act as agent for the other airline with respect to these limited capacities and shall not assume any liability for the acts or omissions of the other airline.

ARTICLE 3 - AIRPORT SECURITY

Carriers engaged in civil national and international aviation may develop and implement actions and procedures designed to prevent acts that violate national and international laws and regulations. This Agreement is subject to the security laws, regulations, rules and directives issued by governmental agencies including, but not limited to, those issued during or as a result of a national emergency, war, civil unrest or terrorist activities. In the event of a conflict between the rules contained in this Agreement and the security laws, regulations, rules and directives, the latter shall prevail.

Such procedures may require the search and inspection of Passengers and their belongings, the security of the aircraft and the facilities, knowledge and reporting of acts of illicit interference, training and planning of contingencies and emergencies in all the destinations served by THE CARRIER.

All checked Baggage may be searched by any type of device or means, in the presence or even in the absence of the Passenger, and with or without his knowledge or consent, in order to avoid acts of illicit interference or any damage to the aircraft, passengers and third parties. This inspection shall be carried out by the relevant country's authorities. Each Passenger is responsible for the contents of his/her Baggage.

Neither THE CARRIER nor any of its employees or agents shall be liable for any damage, destruction, loss, delay, refusal to transport, confiscation of property, or for any other situation similar to those stated above, resulting from Security Controls or from the Passenger's refusal or failure to comply with security requirements.

The Passenger shall refrain from including in his/her Checked Baggage the items which can be affected by the x-ray or inspection machines, for this purpose, he/she must consult with the corresponding country's authorities, which are these items, since they may vary according to the country. SKY HIGH AVIATION SERVICES DOMINICANA, S.A. is not responsible for any damage thereof.

Carry-on Baggage

All carry-on baggage may also be subject to security screening under the same conditions set for checked baggage in the previous articles.

Additionally, all baggage must comply with the rules and procedures established in Article 8, Baggage, of this Contract of Carriage.

Passenger Control

THE CARRIER may search or inspect the Passenger for safety using any means designed for such purposes.

Passenger Identification

Passengers shall fully identify themselves at check-in and boarding times, in order to verify a valid identity document as required by the competent Authority and the name on the Passenger

Ticket.

Passengers are responsible for presenting the travel and identity documents required by the laws of the various countries through, from or to which they are to be transported, or which are included in their travel itinerary. THE CARRIER may refuse, validly and without any liability, to transport the Passenger when the Passenger does not provide full identification or does not have all the documents and visas necessary for the trip. Photocopies of documents shall not be accepted. Only original documents that are in good condition and in force will be accepted. For all purposes, the provisions of ARTICLE IX on Administrative Formalities must be taken into account.

Refusal to Transport

SKY HIGH AVIATION SERVICES DOMINICANA, S.A. shall have the right to deny boarding or disembarkation at any point to any Passenger for the following reasons:

- (a) The Passenger refuses to provide a valid identification upon request and fails or refuses to comply with the conditions set forth in the Contract of Carriage.
- (b) Said person participates or is involved in any incident that attempts or puts at risk the physical integrity or security of the passengers, crew members, baggage, cargo, aircraft or flight.
- (c) Said person does not allow the inspection of his/her checked or carry-on Baggage.
- (d) Said person may represent a threat to and/or disturb the security of the flight, the comfort, order or discipline on board, the health of other Passengers and crew and the health of the flight.
- (e) Said person has committed a serious offense on a previous flight.
- (f) Said person is included in the lists with travel impediments issued by the competent authorities in any of the countries where THE CARRIER has operations.
- (g) Said person does not have valid travel documents, intends to enter a country for which he/she does not have the necessary documentation, or if he/she destroys his/her documentation during the trip, or refuses to hand over his/her documents to the crew.
- (h) Said person presents a ticket acquired in a fraudulent manner or reported as stolen or false, he/she does not provide an identification document satisfactory to THE CARRIER, or if he or she is not the person designated as a passenger on the ticket.
- (i) Said person has not used the coupons in sequence or presents a ticket that has not been issued by THE CARRIER or its authorized agent, or whose ticket is altered in any way.
- (j) Said person does not obey the safety and behavior instructions given by the

representatives of THE CARRIER, both on the ground and in flight, or when his/her behavior interferes with the crew members' work.

- (k) Said person is or appears to be intoxicated or under the influence of alcohol or drugs
- (l) Said person presents an aggressive or unacceptable behavior.
- (m) Said person does not comply with the laws and regulations or orders of competent authorities.
- (n) When such denial is due to weather, unforeseen circumstances or other conditions beyond the airline's control, including force majeure or acts of God, such as riots, strikes, border closures, pandemic declared by the WHO, acts of terrorism, war, or any other event beyond the airline's control, which are occurring, have been reported or are threatened.

SKY HIGH AVIATION SERVICES DOMINICANA, S.A. shall not refuse to provide transportation on the grounds of race, color, national origin, religion, sex, or ancestry. Subject to these qualifications, SKY HIGH AVIATION SERVICES DOMINICANA SA may refuse to carry any passenger, or may remove any passenger from its flight, if it is reasonable to do so, at the sole discretion of SKY HIGH AVIATION SERVICES DOMINICANA SA for the comfort or safety of other passengers or employees of SKY HIGH AVIATION SERVICES DOMINICANA SA., or for the prevention of damage to the property of SKY HIGH AVIATION SERVICES DOMINICANA SA or its passengers or employees.

SKY HIGH AVIATION SERVICES DOMINICANA, S.A. may deny transportation to any passenger to an Individual with a Disability Condition, based on his/her disability, except in the following circumstances:

- a) THE CARRIER may deny transportation to any passenger for security reasons, and in those cases in which the passenger's baggage violates applicable safety or aviation security standards or requirements.
- b) THE CARRIER may deny transportation to any passenger who requires special accommodations due to his/her disability and who has not complied with the obligation to give prior notice and to carry out the requirements for his/her check-up in accordance with the provisions. Notwithstanding the foregoing, THE CARRIER shall make every effort and shall inform the Passenger of the situation.
- c) THE CARRIER may require an escort or companion to the passenger with special needs as a condition of providing transportation, under the following circumstances:
 - i. The Passenger is unable to understand or properly respond to safety instructions due to a mental disability;
 - ii. The Passenger is unable to establish a means of communication with the CARRIER's personnel to receive the safety briefing due to severe hearing

- or vision impairment.
- iii. The Passenger is unable to physically assist in their own evacuation from the aircraft due to a severe mobility impairment.

ARTICLE 4 - RESERVATIONS

All reservations are confirmed electronically. No person shall be entitled to transportation without a valid and confirmed reservation. No reservation will be considered confirmed if the purchase is not completed at least thirty (30) minutes prior to the scheduled departure and until full payment has been received. No reservation paid by credit card will be considered confirmed if the transaction is not accepted by our payment validator for any reason. Reservations are personal and non-transferable.

Group Reservations

When ten (10) or more persons are booked as a group traveling on the same itinerary special policies established by THE CARRIER apply. If a group reservation is canceled within twenty-four (24) hours of booking and such reservation is made one week or more prior to the flight's departure, payment will be refunded in full without assessment of a cancellation fee. Such refund shall include any deposit that a party or individual is required to make at the time of booking. Such group reservations are subject to all applicable group policies and procedures established by THE CARRIER.

Reservation Changes and Cancellations

A reservation may be cancelled for the following reasons:

- (a) At the request of the agency, or the person who originally made the reservation, or who requests the cancellation at least 48 hours before the flight departure time.
- (b) By the CARRIER when a duplicate reservation is detected; in other words, more than one reservation for the same person for the same flight numbers, duplicate segments within the same reservation.
- (c) By the CARRIER when the time limit to purchase the ticket has expired and it has not been purchased, or when the Passenger does not comply with the fare terms and conditions.
- (d) By failure of the Passenger to show for one of the booked routes (a "No Show"), provided they are due to the Passenger's own circumstance.
- (e) By the CARRIER when such cancellation is necessary to comply with governmental regulation or request, or whenever such action is necessary or advisable due to weather conditions or other unforeseen circumstances or other conditions beyond THE CARRIER's control (including, but not limited to, force majeure or acts of God) whether actual or threatened.

Reservation Modifications

Changes to reservations are subject to additional charges. A reservation may be modified for the following reasons:

- a) At the request of the agency or the person who originally made the reservation, or whoever requests the modification, due to a change of date or itinerary or to add or delete different information on behalf of the person traveling.
- a) By THE CARRIER when such cancellation is necessary to comply with a governmental regulation or request, or whenever such action is necessary or advisable due to weather conditions or other unforeseen circumstances or other conditions beyond THE CARRIER's control (including but not limited to force majeure or acts of God) whether actual or threatened, in which case, THE CARRIER shall contact and inform the Passenger about the change.

Payment Methods

The ticket may be paid through the mechanisms provided by THE CARRIER directly or through an Authorized Agent.

Consent to Use Personal Information

The passenger acknowledges that personal data has been provided to SKY HIGH AVIATION SERVICES DOMINICANA, S.A for the purpose of making a reservation for transportation, obtaining ancillary services, facilitating migration and entry requirements and making such data available to government agencies. For these purposes, the passenger authorizes the Airline to retain such information and transmit it to its own offices, other operators, or the providers of such services, at any country in which they are located. All passenger information will be handled in accordance with SKY HIGH AVIATION SERVICES DOMINICANA, S.A.'s Privacy Policy.

The CARRIER's Privacy Policy is available at www.skyhighdominicana.com.

Notification of Operational Changes

In case of any operational changes related to the flight, departure time, change of equipment or, in general, any matter affecting the reservation, THE CARRIER shall make commercially reasonable efforts to inform the Passenger as soon as possible, in accordance with the rules that exist on the matter, if applicable.

ARTICLE 5 - TICKETS AND CREDITS

General Terms and Conditions

THE CARRIER shall only transport the Passenger whose name appears on the Ticket, who must be properly identified.

Air tickets are non-refundable, non-transferable, and non-endorsable. Once the ticket is issued, the Passenger accepts as good and valid what is indicated on the ticket. It is the Passenger's responsibility to complete the appropriate information requested for ticket issuance. The Passenger shall not be transported if he/she does not present a valid Ticket for the respective

route. Tickets must be issued electronically through authorized systems.

The Passenger shall not be transported unless he/she is satisfactorily identified and an electronic ticket for the respective route has been issued in his/her name. In the event that the Passenger requests changes to the reservation after the Ticket has been issued, THE CARRIER may charge an additional fee to that paid for the Ticket as fare difference, if applicable, and additionally, shall pay the corresponding penalty in the event that the fare of the Ticket so provides. The customer must assume the differences that are generated in terms of taxes and fees with the change of ticket.

Credit Validity Requirements

Flight credits are non-refundable, non-transferable, and non-endorsable. The credit is assigned to a specific itinerary; therefore, if the passenger uses it for a different route, additional charges may apply due to taxes. Furthermore, fare differences may also result in additional charges.

For a credit to be valid, the passenger must provide all necessary documentation supporting the creation of the credit, along with any other evidence confirming its issuance. The airline will review the documents and, if they meet the established requirements, the credit will be validated and approved for use.

Ticket or Flight Credit Validity Period

The Ticket shall be valid for one year from the original date of issuance, unless the applicable tariff provides for a different validity period.

A ticket cannot be used to travel if its validity has expired before the Passenger starts or finishes his trip. The ticket may be reissued only once, extending the period of validity of the Ticket according to the conditions of the fare purchased and in accordance with the rules, procedures and policies of THE CARRIER.

A ticket is valid to travel on the date, flight and service class for which the reservation was made and for which the fare was paid. All reservations are subject to the terms and conditions of the corresponding fare and shall be subject to seat availability on the requested flights.

In the event that the Passenger does not use the routes in order of sequence, the Passenger may not use or request Refunds for the unused routes unless it is proven that the error was made by THE CARRIER or one of its agents and not by the Passenger.

Each Flight Credit shall be valid for a period of one year from the original date of issuance. It may be used for transportation completed on the dates of its validity. All reservations must be made in accordance with the terms and conditions of the applicable fare and are subject to seat availability.

Ticket Changes and Cancellations

- If the ticket is within the 24-hour issuance period, itinerary changes and/or full refunds are allowed without penalty upon the passenger's request. When requesting an itinerary change within this period, fare differences may apply.

- Voluntary ticket changes made outside the 24-hour issuance period are subject to a penalty (amount based on the purchased fare), plus any applicable fare difference.
- If a passenger with an issued ticket fails to report to the check-in counter within the established time before its closure, the ticket will be classified as a "No Show." This results in the automatic cancellation of the reservation itinerary and the invalidation of the ticket. If the itinerary includes more than one segment, this measure will apply only to the segment marked as "No Show," and the confirmed status of the remaining segments will be maintained, as applicable.
- If the "No Show" condition occurs due to medical reasons, accidents, or other justifiable circumstances, the passenger must submit all required documentation and supporting evidence to the airline for evaluation. If the justification is deemed valid, appropriate measures will be taken to keep the ticket open. In the event of the passenger's death, the ticket may be transferred to their legal heir, provided that the required supporting documentation is submitted.

ARTICLE 6 - FARES and REFUNDS

Fares

Transportation is subject to the fares, taxes and charges in effect on the date the confirmed reservation was made. If the reservation has been confirmed and an electronic ticket is issued before a fare increase takes effect, the reservation for transportation as purchased will be honored. If the fare decreases after a confirmed reservation has been made or an e-ticket has been issued, THE CARRIER shall not refund, credit or make any adjustment to the original fare.

SKY HIGH AVIATION SERVICES DOMINICANA, S.A. reserves the right to charge additional taxes, fees or charges imposed by a governmental entity after the reservation has been made and paid for, but before transportation begins.

Fare Conditions

Each fare has different tariff or fare conditions or rules governing the application or modification thereof.

The fare shall be payable in the currency and exchange rates stipulated by THE CARRIER.

Taxes and duties are additional charges to the applicable fare and THE CARRIER collects them in favor of the governmental authorities that require them, entering them in a box on the transportation ticket. Such charges are not part of the fare. Taxes may be a fixed value or a percentage of the fare. Taxes, duties and other similar charges shall be paid by the Passenger in addition to the fare. Therefore, they are not part of the final transportation price provided by THE CARRIER. Taxes and duties vary depending on the regulations of each country.

Surcharges

These are charges imposed by airlines and governments/airport authorities. The most common items of these charges are fuel and security. They must be paid by the Passenger.

Refunds

Airline tickets are non-refundable. The only recourse for any passenger to request a refund of an unused portion of their ticket is under the following conditions:

- a) Refunds are allowed if the ticket is less than 24 hours, and the departure date of the trip is more than 7 days away.
- b) Due to flight cancellation due to any failure of SKY HIGH AVIATION SERVICES DOMINICANA, S.A to operate as scheduled, except as a result of the passenger's failure to comply with the Contract of Carriage, or as a result of governmental request, unforeseen circumstances, or force majeure; or when advisable in the sole discretion of SKY HIGH AVIATION SERVICES DOMINICANA, S.A due to weather or other conditions beyond the airline's control including Acts of God, strikes, civil disturbances, border closures, WHO declared pandemic, and other similar matters of force majeure or act of God.

No refund will be applied when SKY HIGH AVIATION SERVICES DOMINICANA, S.A provides alternative transportation accepted by the passenger. Refunds when applicable may be made on all or part of the fare, surcharges and unused taxes of a ticket in accordance with the fare conditions.

Tickets that are eligible for a refund will be processed within 20 business days from the date the passenger submits all required information. For eligible tickets purchased in the United States using a credit card, refunds will be processed within seven (7) business days of receiving the necessary information, unless there are circumstances beyond the airline's control that may delay the process. These may include, but are not limited to, force majeure events, technical failures, errors in the information provided by the passenger, third-party disputes, legal or regulatory provisions, or any other situation that reasonably prevents compliance with the stated timeframe.

When requesting a refund, the passenger must provide the receipt of a valid ticket or optional products and services, as long as the request is made before the expiration date (one year from the date of issue). The request must also include a brief written explanation of the reason for the refund, the passenger's full name, a copy of their passport, and their contact address and phone number. Depending on the case, additional information beyond what is listed above may be required to complete the evaluation.

Partial Refund

Partial Refunds will be made by deducting the value of the routes used based on the fare applicable to the date of the flight, when the Passenger purchases a ticket in a fare that can only be sold round trip; if the fare does not require round trip sales, only the value used in the purchased fare will be deducted.

Taxes

In accordance with the applicable legislation, THE CARRIER shall reimburse the taxes and fees that have not been transferred to the corresponding collecting entity. In the event that the same have been transferred, the Passenger must request the Reimbursement at its own expense before the corresponding entity and THE CARRIER shall not be responsible for such procedure.

Voluntary Refunds

THE CARRIER may apply penalties for Refunds when requested for reasons not attributable to the airline, including errors attributable to the Passenger such as duplicate purchases or failure to present identification in accordance with the conditions of purchase for the Ticket to be reimbursed.

ARTICLE 7 - SPECIAL SERVICES

Special services are those provided to THE CARRIER's Passengers according to their individual needs or requirements.

Policies and Requirements

The Passenger shall inform THE CARRIER of his or her requirements or needs at least 48 hours prior to the trip or at the time the reservation is made in the following cases.

- a) Transportation of a wheelchair or other mobility equipment;
- b) Transportation of an emotional support animal or psychiatric service animal in a cabin;
- c) Use of ventilators, respirators or any other necessary tools.
- d) Accommodation of passengers with hearing and vision impairments.

Notwithstanding the foregoing, THE CARRIER shall make every reasonable effort to facilitate the transportation of the Passenger in the absence of the required advance notice for the request.

Transportation of Minors

For the purposes of air transportation services, a minor is considered a person that has not reached twelve (12) years of age as of the date of the flight.

- (a) **Infant:** A minor that as of the date of the flight has not reached two (2) years of age and may travel without occupying a seat, under the custody of a responsible adult. The infant shall travel on the lap of the responsible adult, once the adult has fastened the seatbelt. A ticket for air transportation is required for an infant even if he is not paying a fare. If the responsible adult wishes the infant to occupy a seat, the adult shall pay the cost of the air transportation ticket and shall utilize an infant chair approved by the international rules as appropriate to be used in an aircraft.

- (b) Child: A minor older than two (2) years old, but who has not reached twelve (12) years of age as of the date of the flight. A child shall travel occupying a seat and paying the corresponding fare.

For safety purposes on the flight, minors and their accompanying adults must not sit by the emergency exits.

Unaccompanied Minors

SKY HIGH AVIATION SERVICES DOMINICANA, S.A. shall not allow any child under five (5) years of age to travel on any flight unless accompanied by an adult Passenger.

Subject to an additional fee, unaccompanied children between the ages of five and twelve will be accepted by the Carrier provided the child has a confirmed reservation.

This service is NOT available for connecting flights. The parent/guardian/custodian must provide the Carrier with all exit permits for minors as required by the General Directorate of Migration of the Dominican Republic or the corresponding permits required by each country or state of departure.

For Passengers between the ages of fourteen (14) and seventeen (17) this service is optional. SKY HIGH AVIATION SERVICES DOMINICANA, S.A. reserves the right to limit the number of unaccompanied minors on any flight in the interest of safety, and such determination is made solely at the discretion of the operator. In the event that the carrier refuses carriage to any unaccompanied minor on this basis, SKY HIGH AVIATION SERVICES DOMINICANA, S.A. will make every effort to accommodate the unaccompanied minor on the next available flight and will be immediately communicated to the minor's guardian.

Transportation of Unaccompanied Minors' Policy

The escort service starts at the counter and includes the transfer of the minor through the security and departure migration processes to the boarding gate and the location of the minor inside the aircraft. The escort service does not include any additional or special service during the flight, except for providing assistance to the minor to ensure his/her integrity and safety, which does not imply that the minor is permanently accompanied by an agent or crew member during the flight. Upon arrival at the final destination, the minor is accompanied by a service agent from the aircraft, going through the immigration and customs process until he/she is handed over to the responsible adult. Unaccompanied minors may not transport pets as Checked Baggage or in the passenger cabin except when the unaccompanied minor requires it due to a special condition.

A child under 12 years old shall not be allowed to travel accompanied only by a person under 18 years old, unless that person proves to be the parent.

An adult must escort the unaccompanied minor to the airport of origin and make the necessary boarding arrangements for the unaccompanied minor and must wait until the aircraft takes off before leaving the airport.

The adult accompanying the unaccompanied minor to the departure airport must fully complete

the unaccompanied minor documentation, which clearly explains the details of the person who will receive the minor at the destination city, including address and telephone number, and acceptance of the Conditions of Carriage specified therein.

An adult person must take charge of the child at the destination airport at the scheduled arrival time of the flight, identifying himself/herself as the person entitled to receive the child at the time of reception. In case the flight is delayed for any reason, it is the responsibility of the adult person in charge of receiving the unaccompanied minor to wait at the airport for the minor's arrival.

Unaccompanied minors may travel on direct flights only.

THE CARRIER will only charge for the unaccompanied minor service when the flight is actually operated by THE CARRIER.

Medical Authorization for the Transportation of Sick Passengers

SKY HIGH AVIATION SERVICES DOMINICANA, S.A. shall not require medical authorization for a Person with a disability as a condition of travel, except as Allowed by law. SKY HIGH AVIATION SERVICES DOMINICANA, S.A. may require a medical certificate when SKY HIGH AVIATION SERVICES DOMINICANA, S.A determines that there is reasonable doubt that a passenger can complete the flight without requiring extraordinary medical assistance.

Transportation of Service Animals

SKY HIGH AVIATION SERVICES DOMINICANA, S.A will accept the transportation, free of charge, of a Service Animal required by a person with a disability. Whenever possible, SKY HIGH AVIATION SERVICES DOMINICANA, S.A will assign a seat to the person that provides sufficient space for the person and the Service Animal. SKY HIGH AVIATION SERVICES DOMINICANA, S.A will allow the Service Animal to accompany the person on board the aircraft and remain on the floor near the person's seat. The Service Animal shall not be allowed to occupy a passenger seat. To the extent Allowed or required by law, SKY HIGH AVIATION SERVICES DOMINICANA, S.A reserves the right to refuse carriage to any Service Animal when reasonably necessary, at the sole discretion of SKY HIGH AVIATION SERVICES DOMINICANA, S.A, for the comfort or safety of passengers or crew members or for the prevention of damage to SKY HIGH AVIATION SERVICES DOMINICANA, S.A property or its passengers or employees, except for domestic support animals

Transportation of Pets as Checked Baggage

- a) Only Pets that do not represent a danger to flight safety shall be transported.
- b) For trips to international destinations, it is the Passenger's responsibility to inform himself/herself and comply with all the necessary requirements for the transportation of his/her pet, in the country of origin, connections and destination. The Passenger must present to THE CARRIER, when performing the check-in at the counter, the Certificates and documents required for the transportation of the pet. These requirements and documents may vary according to the country; however, it is usual to require the following: Certificate of Sanitary Inspection, certificate of health of the animal issued by a veterinarian

which includes breed, sex and age of the animal and the original of the current vaccination card according to age and species.

Likewise, the pet must be presented for inspection. The validity of the Health Inspection Certificate depends on the authority of each country.

- c) When booking, the Passenger must clearly inform that he/she will travel with a pet. This service entails an additional charge, whose information can be found in the web page of SKY HIGH AVIATION SERVICES DOMINICANA, S.A.
- d) The Passenger or his/her travel agent must make the reservation of his/her pet directly with THE CARRIER, before their travel date.
- e) The transportation of pets in the cargo compartment is subject to space availability of THE CARRIER.
- f) Pets (dogs and cats) less than 8 weeks old shall not be accepted as Checked Baggage.
- g) For the carriage of pets as Checked Baggage in the cargo compartment, a maximum of 1 animal per kennel will be accepted, provided that the animal can move freely inside the kennel.
- h) The Passenger and the pet must travel on the same flight.
- i) The Passenger must provide his/her own kennel or container suitable for the transportation of the pet and must pay a fee for this according to the Passenger's destination.
- j) The Passenger is responsible for delivering to THE CARRIER the pet accommodated in its kennel or container and for picking up the pet at the destination.
- k) For the transportation of Pets, the documents and proof required by THE CARRIER and the entities of origin and destination of the Passenger must be provided.

Transportation of Pets as Carry-On Baggage

Passengers are responsible for complying with any laws or government regulations of the destination to and from where the animal is being transported, including providing valid health certificate and rabies vaccination certificates, when required.

The passenger assumes full responsibility for the behavior of his/her pet or service animal. In the event that SKY HIGH AVIATION SERVICES DOMINICANA, S.A. incurs in any loss, damage, delay, expense or legal liability of any kind regarding the transportation of such animal, the Passenger accepts full responsibility and will reimburse the Carrier for all sums incurred.

When booking, the Passenger must clearly inform that he/she will be traveling with a pet in the

cabin. This service is subject to availability, as the number of pets is limited. The number of pets allowed in the cabin may vary according to the type of aircraft and route, so you should consult the airline to obtain information about the specific aircraft on which you will be traveling.

- (a) The transportation of pets as carry-on baggage is subject to an additional charge.
- (b) The Passenger traveling with pets in cabin must present a health certificate of the pet issued by a Competent Authority and all necessary documents for entry to the next destination.
- (c) The Passenger and the pet must travel on the same flight.
- (d) The pet may not be outside the kennel or container for any reason.
- (e) Only one animal per kennel or container is allowed. The animal must be able to move freely inside the kennel or container.
- (f) Only one pet per Passenger is allowed.

Kennels or Containers for Pets

All pets must be transported in an approved kennel. Policies detailing accepted dimensions can be found at www.skyhighdominicana.com

General Considerations for Pet Acceptance

- (a) For the health of the animals, they must not be sedated, otherwise the Passenger shall notify and assume the responsibility leaving written proof, exonerating THE CARRIER.
- (b) In accordance with the regulations of each country, aggressive breeds may not travel in the cabin due to the risk they represent to the safety of Passengers and crew. These breeds include the American Staffordshire Terrier, Bullmastiff, Doberman, Dogo Argentino, Dogo de Bordeaux, Fila Brasileiro, Neapolitan Mastiff, Pit Bull Terrier, American Pit Bull Terrier, De Presa Canario, Rottweiler, Staffordshire Terrier and Japanese Tosa, therefore these breeds must travel in the cargo compartment in a metallic container only. THE CARRIER will accept these dogs under the condition that their owner complies with the above mentioned requirements, given the risk involved transporting a dog belonging to such breeds.
- (c) Brachiocephalic breeds: Some breeds of dogs and cats have a series of anatomical particularities that make correct breathing difficult and are called Brachiocephalic Respiratory Syndrome. These pets are characterized by flat noses and often present respiratory problems, making them susceptible to heat stroke and respiratory disorders when exposed to extreme temperature changes or stressful situations.
- (d) The airport authorities, animal health authorities and THE CARRIER reserve the right to refuse admission or transport of the pet, if it is considered that it does not meet the

regulatory and safety conditions suitable for travel.

Transportation Policy For Non-Admitted Passengers

In accordance with international standards, Non-Admitted Passengers are Passengers with a nationality different from the airport of arrival who are rejected by the appropriate authorities at the destination country, either due to problems with their documentation or simply because their entry is not approved. If the Passenger has a return ticket it will be used to return the Passenger. If the person does not have a return ticket, the Passenger's remaining coupons shall be used as partial payment for the new ticket, or a fully new ticket shall be issued. The Passenger is responsible for payment of the new ticket. The fare charged to the Passenger to cover transportation to the point at which he/she was unadmitted shall not be refunded to the Passenger unless this is required in accordance with the laws of that country. THE CARRIER is not responsible for meal, transportation, hotel, guard service, or any other expenses similar to those mentioned above. Immigration Authorities of such country shall assume the custody of non-admitted Passengers.

Transportation Policy for Deported Passengers

A deported Passenger is a person that has been legally admitted in one country by its authorities or has entered illegally, and subsequently the competent authorities of such country order the person's expulsion to his country of nationality, either for immigration, political, criminal or judicial reasons. The limit for the number of Deported Passengers shall be determined by the Aircraft commander in such a way as to guarantee the safety of the flight. The same rules mentioned above regarding the Tickets of inadmissible Passengers shall apply in the case of Deported Passengers.

ARTICLE 8 - BAGGAGE

SKY HIGH AVIATION SERVICES DOMINICANA SA's baggage allowance policies are available at www.skyhighdominicana.com and are incorporated by reference in this Contract of Carriage. These policies restrict the quantity, size and weight of baggage, and govern the carriage of special items (such as medical equipment and mobility aids, musical instruments and fragile and perishable items) and dangerous goods.

All baggage must be surrendered to THE CARRIER's desk at the airport in due time.

THE CARRIER may, at its sole discretion, modify, reconsider and make exceptions to its baggage policy. Notwithstanding the foregoing, Passengers who have purchased an air ticket prior to the modification of the baggage policy are entitled to have the free baggage allowance in effect at the time of purchase respected and applied.

Terms and Conditions for Baggage Acceptance

The terms and conditions set forth by THE CARRIER for baggage acceptance are as follows:

- a) Baggage must be checked only in THE CARRIER's modules.
- b) All Passengers must properly identify their baggage including: name, surname, telephone number and permanent address.

- c) In order to check their baggage, all Passengers must present a ticket containing the flight numbers, date, time and travel destination.
- d) All baggage is subject to be searched either by THE CARRIER or by competent authorities.

Any baggage having any of the characteristics described below may be subject to restricted acceptance by THE CARRIER:

- a) Improperly packed baggage.
- b) Baggage exceeding the maximum dimensions and maximum weight established by THE CARRIER for the baggage.
- c) Baggage that may damage other baggage in the aircraft's cargo compartment including, but not limited to, corrosive liquids and sharp objects without the proper cover
- d) Dangerous items, anything set forth by IATA in its Dangerous Items Manual or by national, international, or THE CARRIER's regulations.

Excess, Overweight and Oversized Baggage Allowances and Charges

In case of excess baggage, overweight, extra pieces of baggage or oversized baggage, additional charges apply, which may be consulted directly with THE CARRIER or in the fare rules of the ticket purchased.

Sports Equipment

Some sporting goods are allowed as Checked Baggage. Sports equipment items allowed as checked baggage shall be properly packed and are subject to an additional baggage fee to be paid by the Passenger at check-in.

Interlinear and Codeshare Agreements

Baggage allowance and excess baggage charges for itineraries that include segments operated by an airline other than THE CARRIER, and except as provided in special rules applicable in certain cases, shall be in accordance with the carrier's policy

Carry-on Baggage

THE CARRIER allows the Passenger to carry on board the aircraft, either in the main cabin or in the executive cabin, one carry-on item with the weight and dimensions established by THE CARRIER in accordance with its free baggage allowance policy.

In addition, each Passenger may carry on board, under his or her custody and without additional cost, certain of the following items:

1. Women's handbag.
2. Blanket or cover.
3. Photographic equipment, video equipment and laptops.

4. Baby items for use during the trip.
5. Baby stroller (folding) in use: A baby seat or stroller is allowed for these purposes in case the Passenger has not checked it in the module with his/her Free Baggage Allowance and is carried by the Passenger to the boarding lounge.
6. Briefcase.
7. Walkers.
8. Portable Oxygen Concentrators and their batteries properly packed for use.
9. Any mobility aids and other assistive devices (including medications and other medical devices to be administered) for an Individual with a Disability, including but not limited to wheelchairs, crutches, canes, walkers or prosthetic devices for use by the Passenger. The following distinction should be noted in this regard:
 - a. Chair in use: one wheelchair in use (out of its box and being used by the Passenger) may be carried in addition to your 2 pieces of baggage allowance free of charge.
 - b. Chair as baggage: A wheelchair not in use, but required by the Passenger at the destination city, may be carried in addition to his 2 pieces of baggage allowance free of charge.
 - c. If a Passenger carries 2 wheelchairs, he/she may carry them in addition to his/her 2 pieces of Checked Baggage free of charge.

Such items may be carried inside the Passenger cabin, in a manner consistent with governmental requirements regarding the safety of the operation, about the storage of carry-on items. Pursuant to provisions of competent authorities, all carry-on baggage must fit in the overhead compartment or under the front seat. Carry-on items which appear too large or irregularly shaped to fit in an overhead compartment or under the front seat shall not be accepted in the Passenger cabin and will be checked in the cargo compartment. Occasionally, additional restrictions may be placed on carry-on baggage based on the stowage capacity of the main cabin of specific aircrafts. These restrictions may apply even after boarding begins. Therefore, this may result in some carry-on baggage being checked in the cargo compartment by THE CARRIER. In such instances, THE CARRIER will hand out baggage claim checks to the Passengers affected. Carry-on baggage previously mentioned includes duty free items purchased at the departure airport.

In compliance with the International Civil Aviation Organization's (ICAO) regulations, airport authorities of various countries have adopted the following regulations with respect to the inspection of liquids, gels and aerosols transported in carry-on baggage on international flights:

- (a) All liquids, gels and aerosols are only Allowed in containers that do not exceed 100 ml or its equivalent in other volume measurements.
- (b) Containers must be carried in a clear plastic zipper bag no larger than one quart in size and must easily fit in such clear plastic bag which must be fully closed.

The following items are excluded from the above restriction: medications, liquids or gels for diabetics or other medical needs. Such excluded items must be accompanied by their respective medical prescriptions. Baby bottles, breast milk or juices in baby bottles, packaged food for babies and children are also exempt from this restriction, as well as items purchased in duty-free shops at the airport or aboard the aircraft which shall be properly sealed, tamper resistant, and must be accompanied by a sales receipt showing that the item was purchased at the referenced duty-free shops on the day of the trip. This provision is applicable to both departing and in-transit Passengers.

- (c) THE CARRIER is not liable for items that airport and security control authorities retain, confiscate or prevent from being carried by Passengers.

Musical Instruments

Musical instruments such as guitars, violins, drums, trumpets or any other instrument similar to those mentioned above may be transported as Carry-On Baggage and must be contained in hard-sided cases designed for this purpose. Only musical instruments that can be safely stowed in the baggage compartment inside the aircraft will be accepted, for example: guitar, trumpet, violin, among others. Must comply with the policies stipulated for carry-on baggage.

Other musical instruments presented as Checked Baggage will be accepted only when they have a hard-sided case properly padded inside, to withstand the usual handling of this type of baggage. In certain circumstances, the transportation of musical instruments is subject to additional charges to be paid by the Passenger at the time of check-in.

Limitation of Liability for Loss, Damage, or Delay in Baggage

The liability of SKY HIGH AVIATION SERVICES DOMINICANA, S.A. for loss, damage or delay in delivery of a passenger's checked baggage or other personal property offered to SKY HIGH AVIATION SERVICES DOMINICANA, S.A. regarding the air transportation shall be limited to proven loss or damage. The actual value for reimbursement of lost or damaged property will be determined by the original documented purchase price less any applicable depreciation for prior use. Liability for loss, damage or delay in delivery of baggage per passenger shall not exceed USD\$500.00 unless the passenger can reliably demonstrate the value of the lost item.

THE CARRIER's liability is subject to the provisions of the Conventions and other applicable laws.

The filing of a claim does not entitle the Passenger to immediate compensation. In the case of baggage claims, reimbursement for any expenses incurred must be duly proven to THE CARRIER.

Acceptance of a claim does not imply an admission of legal liability by THE CARRIER, prior to the respective investigation being carried out. If the Passenger has a claim it will be analyzed and compensated, if applicable, according to the applicable regulations according to the route flown and under the limitations of liability established in the corresponding Convention or other applicable laws.

Items of Value in Checked or Carry-on Baggage

All items of value must be included in the Passenger's Carry-On Baggage. THE CARRIER is not responsible for loss of valuables carried in Checked Baggage. In cases where the Passenger authorizes the carriage of valuables in Checked Baggage, the Passenger shall be responsible for such items of value.

Pre-existing Damage/Wear and Tear and Ordinary Breakage

The CARRIER is not responsible for pre-existing damage (including minor cuts, scratches, scuffs, dents, and broken zippers as a result of packing), or for wear and tear resulting from normal handling of the baggage. SKY HIGH AVIATION SERVICES DOMINICANA, S.A. holds itself at its discretion in this regard, as a condition of accepting the Checked Baggage, to inspect and document any pre-existing damage, and note such damage on the "Limited Liability" tags.

Receipt of Damaged Baggage

When the Passenger delivers to THE CARRIER a Baggage in bad condition or that in any way is not in suitable conditions to be transported, the tag "Limited Liability" shall be placed on it, when allowed by the applicable regulations, and the Passenger shall be informed that THE CARRIER shall not be liable for the condition of the Baggage and for the Damage arising as a consequence thereof.

Damage

In case of damage, the person entitled to repair shall file a claim with THE CARRIER immediately upon discovery of the damage, and in any event no later than 24 hours after receipt of the Checked Baggage. SKY HIGH AVIATION SERVICES DOMINICANA, S.A. may deny any claim not filed within 24 hours of the alleged occurrence.

Delays

If the Baggage did not arrive on the same flight as the Passenger, the Passenger must notify such fact directly at THE CARRIER's offices before leaving the airport. For this, the Passenger must complete the Baggage Irregularity Report with an authorized agent within a maximum term of 24 hours from the date on which the Baggage should have been delivered to him/her.

Conditional Baggage /Standby Bag

Any excess over the Free Baggage Allowance is considered excess baggage and may only be transported upon payment of an additional fee including applicable tax. Overweight, oversized and additional pieces travel subject to the space available on the aircraft. THE CARRIER will make every effort to ensure that baggage that is checked with the Conditional/Standby bag tag arrives on the same flight on which the Passenger is flying. However, due to operational circumstances, there is a possibility that this baggage may not be transported on the same flight as the Passenger, so it will be sent on the first flight with available capacity. In these events, the Passenger must indicate which pieces should be shipped as a priority.

Special Baggage

Special baggage is considered to be poorly packed baggage, including boxes, or baggage with fragile or perishable items, such as human ashes, sports, electronic or musical items.

SKY HIGH AVIATION SERVICES DOMINICANA, S.A. is not responsible for any loss or damage to precious articles, nor for deterioration or damage resulting from delay in delivery of any perishable item, nor for damage to fragile items that are improperly packed, if such items are included in the passenger's checked baggage without notification to SKY HIGH AVIATION SERVICES DOMINICANA, S.A., when the loss is due to situations inherent to the Passenger or due to lack of knowledge of THE CARRIER. The passenger must identify such items to KY HIGH AVIATION SERVICES DOMINICANA, S.A. at the time of check-in.

This baggage is allowed as long as the Passenger identifies such items to THE CARRIER at the time of check-in and the items have been properly packed. Additionally, such baggage will be allowed under the "Limited Liability" provided by THE CARRIER, when the above is Allowed under applicable regulations.

Loss Due to Governmental or Airport Action

SKY HIGH AVIATION SERVICES DOMINICANA, S.A. is not responsible for the loss, damage or delay of a passenger's checked baggage, carry-on baggage, wheelchair or assistive device, or any personal items that may result from a security search of such items conducted by an agent of any local, state or federal agency in charge of airport security screening, or from confiscation by an agent of any local, state or federal agency. The burden of liability shall rest with the local, state or federal security agent, as the case may be, at his or her discretion.

Unclaimed Baggage

A check of all unclaimed Baggage will be conducted at each airport.

Baggage that has not been claimed by its owner or an authorized representative on its behalf (or for which the owner has not filed a claim) after THE CARRIER has made efforts to contact its owner or representative, and once the formalities required by applicable law have been completed, during a period of six (6) months counted from the end of the flight in which it was registered and/or the moment in which it was found by the airline, it shall be understood as abandoned, in which case THE CARRIER may dispose of such Baggage, handing it over to non-profit entities as it deems appropriate and without any liability for THE CARRIER.

ARTICLE 9 - ADMINISTRATIVE FORMALITIES

Counter Service

The Passenger who is going to board an international flight must present himself/herself at the CARRIER's counter at the airport at least three (3) hours prior to the departure time of his/her flight (4) hours earlier in Venezuela.

In case the Passengqer does not comply with the obligation of showing up with the anticipation established in this Agreement, he/she shall lose his/her right to be boarded, and his/her reservations shall be cancelled, unless he/she can prove that it is due to a case of force majeure or fortuitous event. These policies may have some variation, reason for which it must be consulted with THE CARRIER the requirements of time in advance with which the Passenger must be present at the airport.

Administrative Formalities

The Passenger is responsible for all necessary travel documents including passport, visas, tourist cards and any other additional or special document required by law or regulations in force in the countries of departure, destination or transit. The Passenger must comply with any regulations and procedures prescribed by the authorities of such countries concerning immigration, customs, health, security and border control.

The information service provided by THE CARRIER in these matters does not exclude the direct responsibility of the Passenger to investigate, know and comply with the regulations related to these matters. THE CARRIER is not responsible for the rejection of entry to a country for failure to comply with these regulations nor for the consequences or any Damage suffered by the Passenger who has not complied with the obligations mentioned above. THE CARRIER shall advise the Passenger of the documentation required in the country of destination.

Trip Documents

The Passenger must show all entry, departure and transit documents, health and other documents required by law or by the regulations in force in the countries involved and allow THE CARRIER to keep a copy if necessary.

Entry Denial

A Passenger who is denied entry to a territory by the authorities shall pay THE CARRIER for all related expenses or fines imposed on THE CARRIER. The cost of the ticket paid by the Passenger to travel to such country, as well as any expenses incurred by the Passenger during said trip are not refundable.

Customs Control

If requested by the appropriate authorities, the Passenger shall permit inspection of his checked and carry-on baggage. At no time shall THE CARRIER be liable for baggage loss or damage which may result from such inspections, including during the time when the baggage is in possession of such authorities.

Security Control

The Passenger must submit to all security controls as required by the official government or airport authorities or at THE CARRIER's request.

ARTICLE 10 - OVERBOOKING**Overbooking**

Flights operated by THE CARRIER are subject to overbooking which may result in THE CARRIER being unable to provide seats previously booked and confirmed on a specific flight. In such cases, THE CARRIER's liability shall be those contained in the laws and regulations applicable to overbooked flights, and in the event that there is no conflict with these provisions, the provisions of Article 10.2 shall apply.

Overbooking Compensation Procedures

The following procedure shall be applicable for overbooked flights:

This procedure consists of informing Passengers holding reservations for a flight that such flight is overbooked and attempting to find Passengers with flexible itineraries who are willing to surrender their seats in exchange for compensation. Such compensation shall be determined by THE CARRIER in accordance with the applicable legal provision, which may not be less than the value of the service purchased by the passenger.

In other cases and, particularly for overbooked flights, if a Passenger does not have an available seat and is not a volunteer, THE CARRIER shall identify such Passenger as Involuntary. When an involuntary Passenger cannot get a seat on a flight he or she originally booked, he or she shall be compensated pursuant to applicable law or pursuant to the compensation determined by THE CARRIER if there is no applicable law, which may not be less than the value of the service purchased by the passenger. From time to time, THE CARRIER shall have the right to modify compensation terms for overbooking, complying at all times with applicable legal provisions.

Compensation Method

Except as required by applicable law for certain events, THE CARRIER does not use cash as a voluntary or involuntary compensation method. THE CARRIER uses travel credits. These credits will be issued on the date and place of the occurrence. If the Passenger agrees to be Voluntary, at the time the travel credit is issued, the Passenger shall release THE CARRIER from any remaining liability. Travel credits may be used for: purchase of fares on tickets, payment of Excess Baggage, payment of penalties, payment of fare differences, and in any case the conditions and restrictions set forth therein shall apply. Unless otherwise provided, travel credits are not valid for the purchase of services provided by other airlines. These certificates are non-refundable and have no residual value. The amounts for which certificates will be issued will be established by THE CARRIER based on the compensation policy in effect at the time of the irregularity. If a traveler receives compensation, he/she cannot request penalty or refundability exceptions for the ticket.

In the case of overbooking when the Passenger refuses to give up his/her seat, the provisions or regulations in force at the place where the overbooking occurs shall be applied for compensation.

Priority Seat Assignment in Cases of Overbooking

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

1. Handicapped Passengers.
2. Unaccompanied minors.
3. Executive Class Passengers and Passengers with preferred status.
4. Passengers with confirmed seats regardless of the order in which they were checked in.

5. Passengers without confirmed seats depending on the order in which they were checked in. This last category shall be governed by the rules determined by THE CARRIER.

Subsequent Transportation of Overbooked Passengers

Passengers who were not able to obtain a confirmed seat from THE CARRIER due to overbooking shall be transported by THE CARRIER in the following order:

1. On the next available flight operated by THE CARRIER with no additional cost to the Passenger, regardless of the service class or whether the Passenger was classified as voluntary or involuntary.
2. On a flight operated by another airline if the Passenger so requests and provided there is space available on such flight and the scheduled time of arrival of such flight is earlier than the next flight operated by THE CARRIER.

Limitation of Liability

Notwithstanding the provisions of special laws applicable to certain events, acceptance of a travel voucher compensation by the Passenger constitutes compensation of the Passenger by THE CARRIER for overbooking and releases THE CARRIER from any and all subsequent liability.

ARTICLE 11 - ON-BOARD BEHAVIOR

It is the Passenger's obligation to follow all safety instructions of THE CARRIER and the crew given during boarding, taxiing, takeoff, landing and deboarding, as well as behavior in general during the flight. Pursuant to Law, the captain is the ultimate authority on board the aircraft and all crew members and Passengers are subject to his authority during the flight.

Passengers shall refrain from any actions that endanger the safety of the aircraft, crew, their own safety and the safety of other Passengers or goods on board, as well as from any behavior contrary to morals, good customs or discipline, or that otherwise disturbs other Passengers. When actions which are disturbing, or contravene laws and regulations, or compromise the safety of the aircraft, the Passengers, the crew or THE CARRIER or the Passengers' goods take place, the crew members have full authority to take any measures deemed appropriate to manage or control the situation. Such measures may include deboarding, refusing to transport or, if required, immobilizing a Passenger or any other necessary measures.

Forbidden, Restricted and Allowed Items on Board

The following items are classified as Forbidden, Restricted and Allowed for use on board:

Forbidden Items

Items that cannot be used at any time while the Passenger is aboard the aircraft. The following is a list of forbidden items which include but are not limited to: AM/FM radios, computer peripherals or games connected by wires (printers, fax machines, etc.), remote control toys, TVs, two-way transmitters (CB radio, amateur radio i.e.: Walkie Talkie), VHF scanners, wireless mouse, and any remote control electronic device that emits signals or controls another electronic device, among other things.

Restricted Items

Restrictions during the flight allow certain portable electronic devices to be used on board. The Passenger must check with THE CARRIER before using any such electronic equipment. The following items can be used on board the aircraft while the door is open, and after landing: cellular telephones, wireless modems, GPS with antenna, two-way PDA, calculators, portable game consoles, digital or tape recorder, personal computer with mouse, video cameras, among others.

The following portable electronic devices may be used on board when the aircraft has reached an altitude above 10,000 feet and the cabin crew has made the corresponding announcements: portable cameras or video recorders, calculators, digital or tape recorder, electronic games, CD players, personal computers, portable game consoles, tablets, cellphones, on flight mode only.

Allowed Items

Items that may be used at any time on board the aircraft. These items include equipment installed by THE CARRIER, electronic watches, hearing aids, implanted medical devices, noise reduction hearing aids, critical medical life support equipment, portable oxygen concentrators, among others.

Unsafe Actions

Passengers shall refrain from the following actions:

- (a) Unbuckling seatbelts or standing at times expressly prohibited by the airline crew.
- (b) Use of restricted devices during take-off or during the flight, as the airline crew may instruct, restricted items in accordance with the provisions of this Agreement and as indicated on the aircraft safety card.
- (c) Removal or misuse of lifejackets and other emergency equipment or any other items on board the aircraft or at the airports.
- (d) Removal of blankets, pillows or any other item, equipment or goods which belong to THE CARRIER or other Passengers.
- (e) Obstruction or destruction of alarms, smoke detectors or any other equipment installed on the aircraft
- (f) Smoking anywhere on board in domestic or international flights.
- (g) Exhibiting behavior or making comments that may cause panic among other Passengers.
- (h) Showing disrespect, insulting, or physically or verbally assaulting any Passenger or flight or ground crew member of the airline.
- (i) Carrying weapons or sharp, stabbing or blunt items that may be used as weapons

on board the aircraft or at the airport.

- (j) Exhibiting improper behavior or performing lascivious acts.
- (k) Boarding or remaining in the aircraft under the influence of alcohol or drugs or any other toxic substance.
- (l) Any other action considered improper or wrongful by THE CARRIER, the competent authorities, the law, and proper conduct standards.

Crews are empowered to take any actions they deem necessary to prevent and control forbidden conduct.

ARTICLE 12 - SCHEDULES AND OPERATIONS

SKY HIGH AVIATION SERVICES DOMINICANA, S.A. will use reasonable efforts to transport you and your baggage from your origin to your destination with reasonable Check-in. Published itineraries, flight schedules, aircraft types, seat assignments, and similar details reflected on the ticket are not guaranteed and do not form part of this contract. SKY HIGH AVIATION SERVICES DOMINICANA, S.A. may replace alternate carriers or aircraft, change their schedules, delay or cancel flights, change seat assignments, and alter or omit stopping places shown on the ticket as required by its operations, at the sole discretion of SKY HIGH AVIATION SERVICES DOMINICANA, S.A.

Schedules are subject to change without prior notice, which will be communicated to the Passenger. Except as provided in this Contract of Carriage, THE CARRIER shall not be liable for making connections, for failure to operate a flight in accordance with the itinerary, for changes of schedule, changes in seat assignments or aircraft types, or for revision of the routes by which THE CARRIER carries the passenger from origin to destination, provided it is due to acts of God or force majeure.

The CARRIER shall have no liability if the flight cancellation, deviation or delay is due to unforeseen circumstances or force majeure.

In the event of an extended ramp delay at an airport in the United States on a flight operated by a partner airline in a Codeshare Agreement of THE CARRIER, the operating airline's ramp delay contingency plan shall apply.

ARTICLE 13 - ON-BOARD SERVICE

On-board services represent an added value offered by THE CARRIER to its Passengers and do not constitute an obligation for THE CARRIER. THE CARRIER shall determine as it deems appropriate according to the conditions of the flight, the on-board service to be provided.

The CARRIER reserves the right to modify its onboard service policies.

ARTICLE 14 - COMMERCIAL AGREEMENTS

THE CARRIER may provide the contracted transportation services directly through its operation or through cooperation agreements with other airlines or modes of transportation, such as:

Codeshare

For codeshare services on flights operated by another airline, the CARRIER is responsible for the entire codeshare trip for all obligations contracted with Passengers set forth in its Contract of Carriage.

Any regulations included in the Contract of Carriage of the CARRIER regarding the issuance and modification of tickets shall be governed by the established conditions of the marketing airline, being the CARRIER free of any liability whatsoever. Each codeshare partner, however, has its own terms and conditions for the operation of its flights that may differ from the terms and conditions set forth by the CARRIER for the flights operated thereof. In the event that the CARRIER and its partners differ as to their internal policies, the carrier's policies shall prevail. Policies that may differ between the CARRIER and its codeshare partners, including, but not limited to the following:

1. check-in time limits
2. unaccompanied minors
3. transportation of pets
4. transportation refusal
5. oxygen services
6. irregular operations
7. refund for transportation refusal
8. acceptance of baggage, allowed baggage and liability
9. special assistance services

Passengers should review the rules for flights operated by other airlines under a Codeshare Agreement and should familiarize themselves with issues such as check-in requirements and policies regarding unaccompanied minors, transport of animals, transportation refusal, oxygen services, operation.

In any case, airlines will comply with the legal requirements for informing the Passenger about who is the operator.

Interline agreements

Interline agreements are those used to provide transportation using the services of one or more airlines, and under which the participating airlines agree to accept each other's baggage and ticketing policies. Such agreements also contemplate the method of distribution of revenues and service fees or charges derived from these services among the airlines participating in the transportation, which will be applied when refunds are made.

Connections

The CARRIER make every effort to facilitate the connections of the Passenger and its baggage with the airlines with which it has agreements, without assuming any obligation to guarantee that they will be carried out.

The event where the Passenger makes connections with other airlines by means of separate tickets, unless they are issued in conjunction and are intended to constitute a single Contract of Carriage, shall not be considered or treated as a Connection.