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## Aeromexico Booking and Ticketing Policies

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Set forth below are the policies (the "Policies") established by Aerovias de Mexico, S.A. de C.V. ("Aeromexico") relating to all booking and ticket purchasing activities engaged in by travel agencies, travel service providers and all other entities involved in the sale of Aeromexico travel services (individually an "Agency" and collectively, "Agencies"). The Policies are designed to permit Aeromexico to continue to reduce its distribution costs and to ensure maximum availability of Aeromexico inventory to Agencies and other Aeromexico customers through the recovery of costs associated with abusive and non-productive practices and the rewarding of superior Agency productivity. The Policies are subject to change from time to time in the sole discretion of Aeromexico and continued bookings and sale of Aeromexico travel services by an Agency constitutes acceptance of and an undertaking by such Agency to comply with the Policies.

### I. General booking and ticketing issuance procedures

Set forth below are the general booking and ticketing issuance procedures applicable to all Agencies. For ease of reference, the topics have been arranged in alphabetical order.

Cancellations: If a customer cancels its reservation with an Agency, the Agency shall immediately cancel the reservation and release Aeromexico's inventory. Non-cancellation will result in a No-Show for which the Agency will be held responsible. Agencies shall not use cancelled inventory for another customer, even if the other customer desires the identical itinerary.

Claiming Reservations: Agencies shall use the *Claim a PNR* functionality provided by their Global Distribution System/Computer Reservation System ("GDS/CRS") wherever possible to issue a ticket for a reservation booked on Aeromexico. Agencies are not permitted to claim PNRs between agencies and/or GDS/CRS systems. *Claim a PNR* would be used under the passenger request for issuance purposes. Any abuse of this functionality will be penalized by Aeromexico and Agencies are responsible for its proper usage.

Class of Service: Agencies shall not issue a ticket unless the requested class of service is available for sale and confirmed in Aeromexico's internal reservation system. In any event, the



class of service shall correspond to the appropriate fare related to that class of service. e.g. Selling a flight segment in class of service “B” but forcing the system from the GDS/CRS to get a price from a lower fare.

Customer Name/ID: It is required to make the reservation by using the first and last name of the passenger correctly. e.g. HERNANDEZ/JUANMR It is not allowed to e.g. HDZ/JUANMR. Agencies must include into the passenger reservation/PNR the complete passenger contact information for better reference of AeroMexico and/or the Agency.

Duplicate Bookings: Agencies shall not create a Duplicate Booking for any reason, or duplicate the booking/reservation with another existing and already created by the same Agency within its GDS/CRS system.

Fare Rules: Agencies shall adhere to all Fare Rules. It is not allowed to do any booking or ticketing practice that circumvents or attempts to circumvent applicable Fare Rules as e.g. not following the immediate purchase conditions, to apply different flights as to the fare rule refers to, not applying any charges for changes to a fare, etc.

Fictitious Names and Other Speculative Bookings: Agencies shall not make any speculative bookings using fraudulent or fictitious names. Examples of such bookings include the use of a valid surname followed by initials (i.e., LOPEZ/A, DOUGLAS/A/Z) and fictitious or celebrity names (i.e., TEST/TEST, TEST/PNR, DONALD/PATO, KENNEDY/JOHN). Agencies shall not block seats or hold any speculative reservation in anticipation of expected demand.

Inactive Segments: An Inactive Segment shall be removed from the GDS/CRS PNR prior to the day before departure. Agencies are responsible for promptly working queues. Agencies shall cancel unnecessary segments with status codes such as DL, DS, HX, IX, MM, NO, RM, UC, UN, US, UU, WK and WL. Removing those segments and status codes will help reading, pricing and ticketing the PNR.

Interline Ticketing: Agencies shall not validate any ticket on Aeromexico if the ticket contains a flight segment on any other airline, unless that other airline is an Aeromexico Interline Partner (for interline agreements check, Agencies should check their GDS/CRS information pages/system tables). In addition, any tickets that are validated on Aeromexico shall contain at least one Aeromexico flight segment.

Multiple GDS: Agencies with multiple GDSs/CRSs shall book and issue tickets using the same GDS/CRS. This method will improve Agency productivity and prevent unproductive bookings in Aeromexico’s inventory.

Name Changes: Agencies are prohibited from making any changes to a passenger name within a PNR. It is recommended to have the passenger first and last name confirmed before creating the reservation/PNR in order to avoid any passenger affectation due to a name change.



Passive Bookings: An Agency with an ARC/BSP/IATA number (an “Accredited Agency”) may only create passive bookings (e.g. with a status code GK, BK, YK, etc) in its GDS/CRS system for the purpose of ticketing an already existing reservation in Aeromexico's internal reservation system. Invalid passive segments will be rejected. Any Agency without an ARC/BSP/IATA number (a “Non-Accredited Agency”) is prohibited from creating any passive bookings.

Prohibited Practices: Aeromexico strictly prohibits and will hold Agencies responsible for any losses resulting from any action by Agencies in violation of these Policies which include: a) Churning: Definition used within the revenue integrity processes which refers to the action of booking-cancel-booking-cancel flight segments without resulting a boarded passenger; action resulting in blocking Aeromexico’s flight inventory. It is allowed to have three bookings and cancels to the same segment within a PNR in the GDS/CRS system; in case a segment presents an activity (booking-cancel-booking-cancel) major than the allowed will be subject to the charges described in these policies. b) Duplicate Bookings. c) Impossible and/or Illogical Bookings. d) No-shows resulting from flight segments not ticketed before flight departure date. e) Fictitious Bookings. f) Invalid Ticket Numbers and/or Fictitious.

Protection Bookings: Agencies shall not create any booking on Aeromexico flights for the purpose of protecting or re-protecting any customer in connection with irregular flight operations. This includes misconnections, oversold flights, flight cancellations, delays or any other flight interruption on Aeromexico or any other carrier. Any such booking for the purpose of protecting or re-protecting a customer shall be made only by the originating carrier.

Schedule Changes: Agencies shall process all schedule changes carried out by Aeromexico and/or code share flights within the Agencies’ PNRs. Agencies have within their GDS/CRS systems, specific queues where any schedule changes are allocated. Agencies are responsible for processing and updating their own PNRs and also advising their passengers of any update and/or change to their itinerary.

In case a schedule change is presented once the passenger itinerary has started, we request your support to contact the passenger and if possible to notify him/her the schedule change occurred within his/her itinerary. It is important to include within the PNR the contact information correctly for a better support of the Agency and Aeromexico.

Taxes: Agencies shall respect taxes, fees and any other charges/surcharges collected automatically through its GDS/CRS system related to fares or itineraries in Aeromexico flights; it is not allowed to manually manipulate and/or modify any of them (except for written notification by Aeromexico in some cases); by doing the contrary Agencies would be subject for a debit memo fro the differences presented.

Exception: “UK” tax. This tax applies for foreign passengers flying to Mexico; in case a Mexican passenger is flying to Mexico and the passenger has already stated he is Mexican (by official identification), this tax shall not be applied and must be manually removed to issue the ticket.



Tickets cancelled (Void) in a date different from the ticket issuance date: Tickets cancellation (Void) without any charge applicable to the Agency will be allowed only if the reservation associated to that ticket is cancelled in the same day of the transaction (ticket cancellation/void) or when a new ticket is issued within the 24hrs. Those reservations having flight segments active from a ticket which was cancelled (void) and a new ticket has not been issued within the 24hrs will be subject to the related charges and the reservation will be cancelled.

Ticket Numbers: Agencies shall issue and report a valid ticket number for the customer and itinerary in the PNR. AeroMexico prohibits Agencies from providing a ticket number that does not match the customer and/or itinerary to circumvent ticketing requirements or to satisfy a Ticket Time Limit. Any PNR detected with an invalid ticket number will be immediately cancelled by AeroMexico and the Agency will be solely responsible for any claim asserted by the passenger as a result of this cancellation. Each Agency is responsible of the PNRs created by itself resulting in a no-show for the lack of a valid ticket number.

Ticket Time Limit. Agencies shall adhere to all ticket time limits assigned by Aeromexico through its own automated processes and/or through the fare rules. Once Aeromexico has established a ticket time limit, the Agency is not allowed to modify and or set up a new ticket time limit.

Training and Testing: Agencies can create test or training PNRs only in the "training mode" of its GDS/CRS system, but not with live inventory in Aeromexico's internal reservation system. Any expense incurred by Aeromexico as a result of test bookings performed with live inventory shall be charged directly to the Agency as set forth in the section entitled "Booking Fees/Charges" set forth below in these Policies.

## II. Non-Accredited Agencies

Non-Accredited Agencies Classification: Aeromexico will consider an Agency to be a Non-Accredited Agency if an ARC/BSP/IATA number is not included in the point of sale data received by Aeromexico from the GDS/CRS or other electronic means. All Agencies are encouraged to check their points of sale to ensure that current and accurate information is sent to Aeromexico (contact the appropriate GDS/CRS for verification).

Adherence to Policy: Although many Non-Accredited Agencies are affiliated with an Accredited Agency that issues tickets on behalf of the Non-Accredited Agency, each Agency, whether accredited or not, is considered separate and is required to comply with all applicable Aeromexico policies, including, but not limited to, these Policies.

Valid Registration Number: Each Non-Accredited Agency shall obtain a registration number to allow Aeromexico to determine the source of each booking and such registration number shall be included in the point of sale information transmitted to Aeromexico with any booking. Aeromexico currently accepts the following sources of registration numbers: a Reservation Service Provider number (RSP) issued by ARC/BSP or a Travel Industry Designator (TIDS)



Issued by IATA. Any Non-Accredited Agency shall obtain a valid RSP or TIDS to carry out booking activities on Aeromexico.

Notice to Aeromexico: Upon receipt of a valid registration number, the Non-Accredited Agency shall send it to Aeromexico. The following information shall be included in the notice: Non-Accredited Agency name and address, GDS/CRS provider, registration number, pseudo city code, phone and fax numbers and affiliated ticketing Agency(ies)' name, ARC/BSP/IATA number and pseudo city code. Aeromexico contact details will be communicated shortly from the Aeromexico local, regional or headquarters.

Point of Sale Information: Each Non-Accredited Agency shall advise its GDS/CRS to update its point of sale information with the registration number. If the GDS/CRS does not update the point of sale information, the registration number will not be transmitted correctly to Aeromexico and the Non-Accredited Agencies will be in violation of these Policies.

Enforcement: - Any Non-Accredited Agency that fails to comply with these Policies will be restricted from accessing, viewing and booking inventory in the Aeromexico internal reservation system and unticketed PNRs are subject to cancellation. Furthermore, in addition to any other legal or equitable remedies available, Aeromexico may charge any Non-Accredited Agency and such Non-Accredited Agency agrees to pay Aeromexico the fees and/or other charges for abuses related to unproductive bookings and/or any violations of these Policies in accordance with the provisions contained in the section entitled "Booking Fees/Charges" set forth below in these Policies. Access to the Aeromexico internal reservation system may be reinstated only if the Non-Accredited Agency becomes compliant and pays any such fees and/or other charges. A Non-Accredited Agency that has been restricted for non-compliance should contact its Aeromexico Sales Executive.

Reinstatement: To be reinstated following any violation of these Policies, a Non-Accredited Agency must sign an agreement to comply fully with these Policies in the future. In addition, such Non-Accredited Agency shall pay Aeromexico a non-refundable reinstatement fee of US\$100.00 with a cashier's check or money order and shall have a valid registration number. Further violations of these Policies will result in permanent restriction from Aeromexico's inventory.

### III. Charges

**Effective July 1<sup>st</sup>, 2008, Aeromexico will commence applying the following Charges (plus any applicable value added or other similar tax) to any Agency that does not comply with or violates any of these Policies.**

Eligible Bookings. Agencies that do not comply with or violate these Policies will be invoiced based upon net booked segments or PNR information based on the billing data provided monthly to Aeromexico by the GDS/CRS as well as information obtained from Aeromexico's internal reservation system. For example, if a Agency creates a 2-segment PNR for a single passenger



to travel from MEX-CUN-MEX and/or MEX-JFK-MEX, this booking counts as two gross flight segments. Then, if the Agency cancels the final flight segment (CUN-MEX and/or JFK-MEX), the Agency would be charged only for creating one net booked segment.

Billing Periods. Billing periods begin on the first calendar day of the month and end on the last calendar day of the month. Relevant billing periods for purposes of booking fees/charges are the "transaction month" (i.e. the calendar month for which booking fees/charges are being assessed); the "reporting month" (i.e. the calendar month following the transaction month) and the "collection month" (i.e. the calendar month during which settlement of the booking fees/charges shall be due from the Agencies).

Process. Normally, invoices for booking fees/charges resulting from abuses and/or other violations of these Policies will be provided to the Agencies within 45 days or later after the conclusion of the transaction month, generally on or around the first day of the collection month. For example, the invoice for a July transaction month will be sent on around the first day of the September collection month.

Settlement. Agencies shall pay any invoice containing booking fees/charges within 30 days of the invoice date. Each Agency expressly agrees that Aeromexico (or any third party engaged by Aeromexico, including ARC/BSP, for such purpose) may draft against the Agency's bank account (including the ARC/BSP account established pursuant to the ARC Agent Reporting Agreement, the CTD Reporting Agreement and or the BSP Billing & Settlement Plan) for the purpose of collecting the booking fees/charges assessed pursuant to these Policies.

Enforcement. If payment is not received by Aeromexico within 30 days from the date of invoice or if any amount drafted from an Agency account as set forth under "Settlement" above is subsequently reversed, each Agency expressly agrees that Aeromexico may deduct the outstanding balance amount from payments of any type due from Aeromexico to the Agency (including commission payments). Aeromexico may also pursue other available remedies. Additionally, failure to pay will constitute an additional violation of these Policies. If any booking fees/charges resulting from abuses and/or other violations of these Policies remain outstanding, Aeromexico may (under both ARC/BSP rules and these Policies), immediately restrict its access to Aeromexico's internal reservation system.

Credits and Exceptions. Credits may be issued only when it has been determined that a billing error has occurred. Credit memos will be issued to the Agency, which may be applied against all or a portion of their next invoice. No other exceptions are recognized.

Aeromexico reserves the right to modify the tables set forth below periodically; Agencies should monitor these Policies at its own GDS/CRS information pages to remain up to date.

<b>Concept</b>	<b>Booking Fees/Charges (in US\$)</b>
Invalid Class of Service vs. Fare Rules (per PNR)	\$50.00
Duplicate Bookings, including Impossible and/or Illogical Bookings (per segment)	\$3.50 plus an administrative fee of \$50.00
Training, Fictitious and/or Speculative Bookings (per segment)	\$3.50 plus an administrative fee of \$50.00
Uncancelled Inactive Segments (per segment)	\$3.50 plus an administrative fee of \$50.00
Tickets cancelled (Void) in a date different from the ticket issuance date (per PNR)	\$50.00
Practices not allowed in reference to the fare rules (per PNR)	\$50.00
Churning (per segment)	\$3.50 plus an administrative fee of \$50.00
Unticketed PNR that results in a No-Show (per segment)	\$3.50 plus an administrative fee of \$50.00
Invalid Ticket number and/or fictitious (per PNR)	\$50.00

In addition to the charges set forth above, Aeromexico reserves the right to charge the Agency any additional costs actually incurred by Aeromexico as a result of a violation. Such additional charges may include, but are not limited to, (i) fare differentials between improper fares booked and the lowest available fare available at the time of booking for the itinerary booked, (ii) the cost of the fare corresponding to a violation that blocks available inventory from being sold to another passenger (iii) any additional cost for Aeromexico based on bookings fees Aeromexico is charged by a GDS/CRS attributable to any violation and (iv) the cost of an improperly booked and unused segment.