

## **ARRANGEMENT CONTRACT**

This Arrangement (the, "Arrangement") between \_\_\_\_\_ (the Corporation") whose office is located at \_\_\_\_\_ and Air Canada ("Air Canada"), whose office is located at 7373 Blvd. Côte-Vertu West St. Laurent, Québec H4S 1Y9.

Whereby due to the ongoing COVID-19 pandemic and the extraordinary measures being taken by governmental authorities to limit its scope, (i) the bookings of certain individuals and employees of the Corporation (the "Travellers") made by them or on their behalf by the Corporation were cancelled and (ii) the Corporation has refunded the Travellers for the amounts paid for the purchase of Air Canada tickets relating to those cancelled bookings. And

Whereby, Air Canada has agreed to transfer the value of those refunds to the Corporation in the form of a UATP Credit Account in accordance with the terms and conditions of this Arrangement;

Now therefore, the Corporation and Air Canada respectively agree to the following:

- 1) The Corporation is responsible for submitting the complete list of Travelers and the unused 014 tickets in scope for review and approval by Air Canada. The following guidelines will be used to determine eligible tickets:
  - a) Tickets issued to Travelers on or before December 31<sup>th</sup>, 2020 for travel between March 1<sup>st</sup> 2020 and December 31<sup>th</sup>, 2021;
  - b) No Aeroplan or Flight Pass tickets;
  - c) No partially used or used tickets;
  - d) No partially or fully refunded or forfeited tickets;
  - e) Air Canada only itineraries, which include Atlantic JV Codeshare/Interline booked on 014 ticket stock; and
  - f) Only tickets purchased for travel in connection with the business of the Corporation and for which a refund was provided to the Traveller.
- 2) The Corporation shall use the funds on the UATP Account to purchase future business travel on Air Canada.
- 3) The value in-kind for travel will be based on any published airfare (plus applicable taxes, fees and charges, including without limitation Goods and Services Tax (GST), Harmonized Sales Tax (HST) and Quebec Sales Tax (QST)). Reservations will be subject to all the applicable fare rules including advance purchase, minimum/maximum stay, and booking class allocations. The total purchase value will be applied against the UATP Account. All fare

rules/conditions apply to travels including, without limitation, Air Canada's standard conditions of carriage.

- 4) The Corporation's Air Canada travel Vouchers credit Account is set up as a pre-loaded UATP account Corporation will receive all relevant information regarding its Air Canada UATP Account under separate cover (via email).
- 5) In case of any chargeback dispute on tickets that have been submitted to be applied to UATP Account the Corporation will be liable for such charge back.
- 6) Corporation hereby expressly agrees that it bears all risks associated with any and all misuse of the pre-loaded UATP Account of any kind whatsoever and Air Canada hereby expressly disclaims any liability or responsibility for such misuse, those under its control or direction or those for whom the Corporation is at law responsible. Furthermore, Corporation accepts all responsibility for refunds provided to the Travellers pursuant to this Arrangement, including any amounts Air Canada is required to return to Travellers as a result of chargebacks initiated by Travelers. If Air Canada is required to reimburse any Traveler for tickets which the Corporation has received value, the Corporation shall return such value to Air Canada.

By signing below, Corporation expressly agrees to the terms and conditions contained in this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date")

Name of Corporation: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Accepted by Air Canada as of the Effective Date

Authorized signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_