



WESTIN

Memorandum of Understanding, between

The WESTIN, Toronto Airport, 950 Dixon Road, Toronto, ON, and
Airline Operators Committee , Toronto Pearson

1. BACKGROUND

By this Memorandum of Understanding ("MOU") it is agreed that, in the unlikely event of an air accident involving an Airline involved with the Airline Operator's Committee located at Pearson International Airport or it's vicinity. the Westin Toronto Airport located at 950() Dixon Rd, Toronto. Ontario M9W 5N4 will be the designated hotel in Toronto to assist with the accommodations for passengers, crew and staff, friends and relatives during the period from when the Hotel is notified by the Airline of the accident until the Hotel is notified by the Airline that the Hotel's accommodation and services are no longer required ("Emergency Period").

Appendix "A" lists the Airline members of the AOC. The Hotel's rooms and services will be required for the duration of the Emergency Period, which could last several weeks.

2. HOTEL'S OBLIGATIONS

During the Emergency Period, the Hotel will endeavour to:

- Allocate all available rooms and resources exclusively to the Airline that is experiencing this Emergency
- Book and Transfer to other equivalent hotels in the area of Toronto, all resident Hotel customers who voluntarily agree to be moved at the expense of the Airline
- Allocate to crew members and their friends and relatives rooms on the same floor, if possible isolated from passengers
- Hire Uniformed Security through Hotel preferred panner; bill all charges directly to Airline:
- Secure all Entranceways to Hotel to ensure that no media representatives enter the Hotel with additional expense charged to airline o Ensure that security guards allow entrance only to authorized personnel as notified by the airline into the Conference Room's that are being utilized by the airline o Security guards will be available to escort passengers out of Hotel to bus transportation
- Breakfast, Lunch and Dinner, are available during restaurant hours.
Food and beverages are available in designated areas and guests can have access to light meals and light snacks on a 24 hour basis



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- Keep the Hotel Shuttle service in operation 24 hours a day. 7 days per week with additional expense charged to Airline.
- Designate an isolated conference room (to be agreed) to be used as a quiet reunion centre. The quiet reunion centre will be constantly catered with light refreshments such as tea, coffee, biscuits, sandwiches and soft drinks — charged based on consumption)
- Reserve an area of the Hotel Car Park exclusively for the Airline's customers and employees — parking charges to be billed to Airline ➤ Reserve a Room for Airline Medical Staff if required
- Reserve a Dining Room for the exclusive use of Airline Staff, Crew and their Friends and Relatives
- Ensure that all Hotel staff has been briefed about the procedures in this MOU and any other procedures or instructions notified by the Airline.
- The hotel agrees to charge rates not to exceed the pricing in Appendix A for each property

3. NOTIFICATION PROCEDURE

In the unlikely event of an accident, the Hotel's Manager on Duty will be notified by the Airline Duty Manager at the following number 416-675-9444.

A preformatted email or scan will follow as soon as possible to the Manager on Duty at yyzbw.fol@eastonsgroup.com

The Airline Duty Manager will inform the Hotel's Manager on Duty about the nature of the accident. Hotel Management will require hotel staff to activate their Emergency Procedures and all actions included in this MOU.

After the initial notification, The Airline personnel will liaise with the Hotel's Management in dealing with the day to day operation.

4. INTELLECTUAL PROPERTY RIGHTS

Nothing in this MOU grants any rights in or license to use any intellectual property rights (including, without limitation, any patents, designs, know how, trademarks or copyright) owned by any of the parties

5. COSTS AND LIABILITIES

Each Party shall be responsible for its own costs, charges and expenses incurred in connection with the preparation of this MOU and any resulting agreements and for any work undertaken in connection with the negotiations or activities preliminary to the signing of any resulting agreements.



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The Airline will be responsible for all charges included in the delivery of services related to this MOU, including rooms charges, food and beverage, security, meeting rooms and any other miscellaneous charges for services requested by the Airline. The Hotel may ask for financial deposit after the initial notification and further agreements may be forwarded for signature from the Airline.

6. CONFIDENTIALITY

Each Party shall keep confidential all information disclosed by any of the other Parties which relates to the other Parties' businesses, products or services or the content of any discussions or negotiations between the Parties on any of the matters referred to in the MOU ("Confidential Information").

The confidential information shall not be subject to any confidentiality restriction to the extent that;

- a) It is or becomes public knowledge (otherwise than by breach of this paragraph
- b) is known and on record at the receiving party prior to the disclosure by the disclosing party;
- c) It is developed by the receiving party completely independently of any such disclosure by the disclosing party; or
- d) Disclosure is required by law, judicial decree, regulatory body or any recognized stock exchange.

On termination of this MOU for any reason, the parties shall return to each other any and all confidential information. Alternatively any party may require any other party to destroy (i) all documents and other material whatsoever provided pursuant to this MOU, (ii) all copies of such documents and other material, and (iii) all other documents containing Confidential Information which the receiving party received pursuant to this

MOU. The receiving party will certify in writing to the disclosing party that it has complied with the requirements of this paragraph.

The parties agree to continue to be bound by the undertakings set out in this paragraph for a period of two years after this MOU has expired for whatever reason.

7. PUBLICITY AND MARKETING

Each party agrees not to disclose, publicize or advertise, in any way whatsoever, the fact that it has entered into this MOU or any other fact regarding the contents of this MOU without the prior written approval of the other parties except where required by law, any regulatory body, or any recognized stock exchange.



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Each party agrees that it will not use any logos or trademarks of any other party without that party's prior written permission.

8. LEGAL RELATIONSHIP

Except paragraphs 4, 5, 6 & 7 (all of which shall be legally binding on the parties), nothing else in this MOU nor its acceptance by any party will constitute a binding contract between the parties or an offer to enter into an agreement, nor shall entry into this MOU restrict inclusion of any further or different terms in any future binding agreement.

9. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of Canada and all parties submit to the exclusive jurisdiction thereof.

10. TERM AND TERMINATION


This MOU is valid in effect from **01 April 2025 until 30 March 2026**, and shall continue in force until terminated by either Party giving 60 days prior notice to the other party

Signed in Toronto

For and behalf of Airline
Operators Committee

Name: I BURAK AYDEMIR

Title: 2025 AOC Chair

Signature 

Signed on: 26/03/2025

For and behalf Of Westin Toronto
Airport

Name: SANJEEV JADHAV

Title: DIRECTOR OF SALES & MARKETING

Signature 

Signed on: MARCH 28th 2025