

THE COMPETITION TRIBUNAL

IN THE MATTER of the *Competition Act*, R.S.C. 1985, c. C-34;

AND IN THE MATTER of a Consent Agreement pursuant to section 74.12 of the *Competition Act* regarding conduct reviewable pursuant to paragraph 74.01(1)(a), and subsections 74.011(1) and 74.011(2) of the *Competition Act*;

BETWEEN:

THE COMMISSIONER OF COMPETITION

Applicant

– and –

**FLIGHTHUB GROUP INC. / GROUPE FLIGHTHUB INC.,
MATTHEW KEEZER and NICHOLAS HART**

Respondents

CONSENT AGREEMENT

WHEREAS the Applicant is responsible for the administration and enforcement of the *Competition Act* (the “**Act**”);

AND WHEREAS the Respondent FlightHub Group Inc. / Groupe FlightHub Inc. (“**FlightHub**”) has operated and continues to operate an online travel agency business selling Flights and Flight-Related Services;

AND WHEREAS JustFly Inc. is a wholly owned subsidiary of FlightHub;

AND WHEREAS FlightHub, for the purpose of promoting the sale of Flights and Flight-Related Services, and for the purpose of promoting its business interests more generally, has made and continues to make representations to the public on certain websites, including flighthub.com and justfly.com (collectively, the “**Websites**”), and in electronic messages;

AND WHEREAS the Respondents Matthew Keezer (“**Mr. Keezer**”) and Nicholas Hart (“**Mr. Hart**”) are principals of FlightHub, and involved in the operation and promotion of the business;

AND WHEREAS the Commissioner has concluded that Mr. Keezer and Mr. Hart permitted the impugned representations set out below to be made to the public within the meaning of subsection 52(1.2) of the Act;

AND WHEREAS as part of an inquiry under the Deceptive Marketing Practices provisions of the Act, representatives of the Commissioner of Competition (the “**Commissioner**”) reviewed thousands of consumer complaints about the marketing practices of FlightHub, and conducted searches of FlightHub’s business premises;

AND WHEREAS it appeared to the Commissioner during the course of his inquiry that FlightHub was making materially false or misleading representations to the public on the Websites that, *inter alia*, misrepresented certain Flight-Related Services and resulted in consumers being charged hidden fees for those Flight-Related Services, and that the Respondent FlightHub generated millions of dollars in revenues from those fees;

AND WHEREAS FlightHub agreed to enter into a Temporary Consent Agreement, which was registered with the Competition Tribunal on October 28, 2019, and which prohibited FlightHub from engaging in certain specified deceptive marketing practices in the marketing of Flights and Flight-Related Services, which Temporary Consent Agreement was sought in order to protect the public while the Commissioner continued his inquiry;

AND WHEREAS the Commissioner has concluded that FlightHub made representations to the public that conveyed the general impression that consumers booking a Flight could reserve their seats (the “**Seat Reservation Representations**”) by selecting specific seats on interactive seat maps on the Websites, and that FlightHub would secure those seats with the airline, when many consumers’ selected seats were not in fact secured, notwithstanding that they were charged a fee by FlightHub for their selected seats;

AND WHEREAS FlightHub has advised the Commissioner that based on how FlightHub has configured the Websites, it cannot transmit consumers’ selected seats to the relevant airline or airlines until after a booking is confirmed, which can contribute to the consumer’s selected seat no longer being available and therefore not reserved with the airline, contrary to the general impression conveyed by the representations;

AND WHEREAS the Commissioner has concluded that the Seat Reservation Representations were false or misleading in a material respect, and that the Respondents engaged in reviewable conduct, contrary to paragraph 74.01(1)(a) of the Act;

AND WHEREAS FlightHub made changes to the Seat Reservation Representations with a view to prominently disclosing that consumers’ selected seats will not be transmitted until after a booking is confirmed, and that the selected seats may no longer be available when the selections are transmitted to the airline;

AND WHEREAS FlightHub has advised the Commissioner that it will not make interactive seat map representations to the public for any given airline where FlightHub is not consistently achieving a fulfillment rate of at least 90% of selected seats for that airline over a reasonable period of time;

AND WHEREAS FlightHub has advised the Commissioner that it now automatically refunds consumers the fees for selecting a seat, updates the booking information and notifies consumers when FlightHub is not able to confirm the seats that they selected;

AND WHEREAS the Commissioner has concluded that FlightHub made representations to the public that conveyed the general impression that consumers could select their seats or seat type at no additional cost, or at a specified cost for selecting premium seats (the “**Seat Cost Representations**”), when in fact consumers were charged additional fees for making these selections, which fees were not disclosed prior to consumers making a selection, and were actively concealed after consumers selected a seat or seat type;

AND WHEREAS the Commissioner has concluded that the Seat Cost Representations were false or misleading in a material respect, and that the Respondents engaged in reviewable conduct, contrary to paragraph 74.01(1)(a) of the Act;

AND WHEREAS FlightHub made additional changes to its Seat Cost Representations on the Websites so as to prominently disclose the associated fees for selecting seats;

AND WHEREAS the Commissioner has concluded that FlightHub made representations to the public that conveyed the general impression that consumers were being offered more extensive cancellation and/or rebooking rights than was actually the case (the “**Cancellation/Rebooking Rights Representations**”);

AND WHEREAS the Commissioner has concluded that the Cancellation/Rebooking Rights Representations were false or misleading in a material respect, and that the Respondents engaged in reviewable conduct, contrary to paragraph 74.01(1)(a) of the Act;

AND WHEREAS FlightHub made additional changes to the Cancellation/Rebooking Rights Representations to accurately describe the time-limitations associated with those rights;

AND WHEREAS the Commissioner has concluded that FlightHub made representations to the public that conveyed the general impression that consumers could obtain cancellation and/or rebooking rights at no additional cost (the “**Cancellation/Rebooking Costs Representations**”), when in fact consumers were charged fees for cancellation and/or rebooking rights;

AND WHEREAS the Commissioner has concluded that the Cancellation/Rebooking Costs Representations were false or misleading in a material respect, and that the Respondents engaged in reviewable conduct, contrary to paragraph 74.01(1)(a) of the Act;

AND WHEREAS the Commissioner has concluded that FlightHub made changes to the Cancellation/Rebooking Costs Representations, such that the fees charged for cancellation and/or rebooking rights are prominently disclosed to consumers;

AND WHEREAS the Commissioner has concluded that FlightHub made representations to the public that conveyed the general impression that consumers could cancel a Flight and obtain a credit against future purchases of any Flight on the Websites (the “**Future Travel Credit Representations**”);

AND WHEREAS the Commissioner has concluded that the credit offered by FlightHub operates more like an exchange on the original ticket than a credit, and may involve a number of important restrictions and costs, that FlightHub has advised the Commissioner are imposed by the airlines, and that may significantly affect its use, contrary to the general impression created by the Future Travel Credit Representations;

AND WHEREAS the Commissioner has concluded that prices for replacement flights may be higher than what the consumer originally paid, and may involve less choice, due to the limitations imposed by airlines for flight exchanges, contrary to the general impression created by the Future Travel Credit Representations;

AND WHEREAS the Commissioner has also concluded that, in some cases after a consumer agreed to cancel in return for a credit at a certain value, the value subsequently decreased, contrary to the general impression created by the Future Travel Credit Representations;

AND WHEREAS the Commissioner has concluded that the Future Travel Credit Representations were false or misleading in a material respect, and that the Respondents engaged in reviewable conduct, contrary to paragraph 74.01(1)(a) of the Act;

AND WHEREAS FlightHub made changes to the representations to prominently disclose the restrictions and costs, and to disclose the fact that prices for replacement flights may be higher than what the consumer originally paid, and may involve less choice, due to the rebooking conditions imposed by the airlines;

AND WHEREAS FlightHub has advised the Commissioner that the value of a consumer’s flight exchange as represented to the consumer at the time of cancellation will not decrease throughout the period that it is valid;

AND WHEREAS the Commissioner has concluded that FlightHub made representations to the public that convey the general impression that consumers can purchase Flights at a particular price (the “**Flight Price Representations**”), when FlightHub at times increased the cost of Flights after consumers selected their Flights;

AND WHEREAS the Commissioner has concluded that the Flight Price Representations were false or misleading in a material respect, and that the Respondents engaged in reviewable conduct, contrary to paragraph 74.01(1)(a) of the Act;

AND WHEREAS the Commissioner has concluded that FlightHub made representations to the public to promote its business interests in the form of positive online consumer reviews (“**Online Consumer Review Representations**”) about FlightHub, which conveyed the general impression that they were made by independent and impartial customers, when in fact the reviews were made by FlightHub;

AND WHEREAS the Commissioner has concluded that the Online Consumer Review Representations were false or misleading in a material respect, and that the Respondents engaged in reviewable conduct, contrary to paragraph 74.01(1)(a) of the Act;

AND WHEREAS FlightHub has advised the Commissioner that it has implemented and will be further implementing new corporate compliance policies prohibiting employees reviewing or rating FlightHub on public-facing platforms;

AND WHEREAS the Commissioner has concluded that FlightHub sent representations in the body and subject matter information of emails (“**Electronic Message Representations**”) to the public that conveyed a misleading general impression with respect to the price of certain flights;

AND WHEREAS the Commissioner has concluded that the Electronic Message Representations were false or misleading in a material respect, and that the Respondents engaged in conduct reviewable pursuant to subsections 74.011 (1) and 74.011(2) of the Act;

AND WHEREAS FlightHub has become insolvent and applied for protection under the *Companies' Creditors Arrangement Act* (the “**CCAA**”), which was granted in May 2020 in the file of the Québec Superior Court, Commercial Division bearing number 500-11-058645-207 (the “**CCAA Proceedings**”), thereby fundamentally altering the ability of the Respondent FlightHub to pay a corporate Administrative Monetary Penalty or consumer restitution;

AND WHEREAS in accordance with subsection 11.1(2) of the CCAA, the Commissioner is a regulatory body whose rights, other than the enforcement of a payment ordered by a court, are unaffected by the stay ordered under the CCAA;

AND WHEREAS the Respondents have agreed to ensure that this Agreement continues to have full force and effect notwithstanding the CCAA Proceedings;

AND WHEREAS in the event of any future transfer of assets from FlightHub to a new corporate entity that is non-arm's length to the Respondents, whether or not any such transfer of assets results through the CCAA Proceedings, the Respondents will consent to an amendment of the Agreement to add the new corporate entity as a Respondent to this Agreement, and will include as a condition of any such transfer that the new corporate entity be included as a Respondent to this Agreement;

AND WHEREAS the Respondents are seeking to resolve the CCAA Proceedings by way of a Plan of Arrangement;

AND WHEREAS the Commissioner has concluded that in light of the insolvency of FlightHub, it is in the public interest to resolve this matter with an Agreement that includes Mr. Keezer and Mr. Hart;

AND WHEREAS the Respondents agree that the Commissioner has acted in good faith, at all times, in carrying out his statutory duties throughout the inquiry;

AND WHEREAS IT IS AGREED AND UNDERSTOOD that for the purposes of this Agreement only, including execution, registration, enforcement, variation or rescission of this Agreement, and subject to paragraph 30 of this Agreement, the Respondents do not contest the Commissioner's conclusions, but nothing in this Agreement shall be taken as an admission or acceptance by the Respondents of any facts, wrongdoing, submissions, legal argument or conclusions, nor shall it derogate from any rights or defenses of the Respondents, including any defenses available under the Act;

AND WHEREAS the Parties are satisfied that this matter can be resolved with the registration of this Agreement, which, upon registration, shall have the same force and effect as an order of the Tribunal;

NOW THEREFORE, in order to resolve the Commissioner's concerns, the Parties hereby agree as follows:

I. **INTERPRETATION**

1. For the purpose of the Agreement, the following definitions shall apply:
 - a. **"Act"** means the *Competition Act*, R.S.C. 1985, c. C-34;
 - b. **"Additional Fees"** means any optional charges, surcharges, fees, or other amounts that are charged by FlightHub for Flight-Related Services, in addition to the advertised price that consumers pay to purchase Flights. Additional Fees include, but are not limited to, fees that are or were identified on the Websites as "Seatmap Assignment Fee", "Seating Assignment Fee", "Seat Request Fee", "Travel Service Provider Fees", "Handling Fee", "Modification Fee", "Exchange Fee", "Change Fee", "Refund Fee" and "Cancellation Fee";
 - c. **"Affiliate"** means an affiliated entity within the meaning of subsection 2(2) of the Act;
 - d. **"Agreement"** means this Consent Agreement entered into by the Parties pursuant to section 74.12 of the Act;
 - e. **"CAA"** means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;
 - f. **"Commissioner"** means the Commissioner of Competition appointed pursuant to section 7 of the Act, and his or her authorized representatives;

- g. **“Execution Date”** means the date on which the Agreement has been signed by both Parties;
- h. **“Flight”** means a product that gives consumers the right to travel by aircraft;
- i. **“FlightHub”** means FlightHub Group Inc. / Groupe FlightHub Inc., incorporated pursuant to the *Canada Business Corporations Act*, its directors, officers, employees, agents, representatives, successors and assigns, and all predecessors, joint ventures, subsidiaries, divisions and Affiliates, and the respective directors, officers, employees, agents, representatives, successors and assigns of each;
- j. **“Flight-Related Services”** refers to any product or service that is offered as part of a Flight purchase, not including the Flight itself, including, but not limited to, selecting seats or seat types, cancellation rights (including the right to cancel and use the value of a flight against a future flight) and insurance;
- k. **“Interpretation Act”** means the *Interpretation Act*, R.S.C. 1985, c. I-21;
- l. **“Marketing Personnel”** means any directors, officers or employees of FlightHub involved in the marketing or promotion of Flights and Flight-Related Services, including those involved in the creation, design and implementation of websites and online platforms used to market or promote Flights and Flight-Related Services;
- m. **“Monitor”** means MNP Ltd., acting in its capacity as monitor of the Respondents pursuant to the Initial Order rendered on May 8, 2020 and amended and restated on May 19, 2020 under the CCAA by the Québec Superior Court, Commercial Division in the Court file number 500-11-058645-207;
- n. **“Parties”** means the Commissioner and the Respondents collectively, and **“Party”** means any one of them;
- o. **“Respondents”** means FlightHub, Mr. Keezer and Mr. Hart;
- p. **“Senior Management”** means FlightHub’s current and future Chief Executive Officer, Chief Operating Officer, Chief Administrative Officer, Chief Financial Officer, Chief Accounting Officer, President, Vice Presidents, Secretary, Controller, General Manager and any individual who performs their functions;
- q. **“Tribunal”** means the Competition Tribunal established by subsection 3(1) of *Competition Tribunal Act*, R.S.C., 1985, c. 19 (2nd Supp.), as amended; and
- r. **“Websites”** means websites accessible through the domain names flighthub.com and justfly.com and any other website owned, controlled or operated by the Respondents and used for the purposes of supplying Flights

and Flight-Related Services to the public. For greater certainty, Websites shall include websites accessed via desktop computers and via mobile devices such as phones and tablets, and mobile applications.

II. **COMPLIANCE WITH THE DECEPTIVE MARKETING PRACTICES PROVISIONS OF THE ACT**

2. The Respondents shall comply with Part VII.1 of the Act.
3. The Respondents shall not make, or permit to be made, any representation to the public that conveys a materially false or misleading general impression with respect to Additional Fees charged for Flights or Flight-Related Services.
 - a. Without limiting the generality of the foregoing, the Respondents:
 - i. shall not make, or permit to be made, any representation to the public that conveys the materially false or misleading general impression that consumers can select a seat or seat-type, or indicate that they do not wish to select a seat or seat type, without paying an Additional Fee;
 - ii. shall not make, or permit to be made, any representation to the public that conveys the materially false or misleading general impression that consumers can obtain cancellation and/or rebooking rights without paying an Additional Fee;
 - iii. shall not make, or permit to be made, any representation to the public that conveys the materially false or misleading general impression that consumers are not paying certain Additional Fees by concealing them and bundling them with other non-optional fees;
 - iv. shall disclose any Additional Fees and their amounts in such a way that a consumer will see the fee prior to selecting any Flight-Related Services; and
 - v. shall prominently disclose all Additional Fees individually in a purchase summary in a manner that is separate from non-optional fees, before consumers are invited to confirm their order. For greater certainty, consumers should not need to take some additional step, such as hovering or clicking, to see the Additional Fees.
4. The Respondents shall not make any representation to the public that conveys the materially false or misleading general impression that a consumer can purchase a Flight at the price represented, taxes and fees included, where a consumer is then subsequently charged more than the total price displayed when they confirmed their purchase.

5. The Respondents shall not make any representation to the public that conveys a materially false or misleading general impression with respect to any aspect of the Flight-Related Services.
 - a. Without limiting the generality of the foregoing, the Respondents shall not make any representation to the public that conveys the materially false or misleading general impression that:
 - i. Consumers can reserve their seats or that their seats will be secured by FlightHub where that is not the case;
 - ii. The cancellation and/or rebooking rights offered by FlightHub provide consumers with cancellation and/or rebooking rights that are for a longer time period or have fewer restrictions than is actually the case;
 - iii. Flight exchanges are credits, or that a flight exchange has greater value, greater choice, or fewer restrictions or costs than is actually the case; and
 - iv. Consumers can cancel a Flight and subsequently apply the value of that Flight against future purchases of Flights on the Websites, when in fact the applicable value is subsequently reduced.
6. The Respondents shall not make any representation to the public that conveys the materially false or misleading general impression that reviews on third-party websites are posted by independent and impartial consumers, and shall remove any and all reviews posted by or on their behalf.
7. The Respondents shall not send any representation to the public in the subject matter information of electronic messages that conveys a false or misleading general impression.
8. The Respondents shall not send any representation to the public in electronic messages that conveys a materially false or misleading general impression.

III. PAYMENTS

ADMINISTRATIVE MONETARY PENALTY

9. The Respondent FlightHub shall pay an administrative monetary penalty in the amount of \$5,000,000.
10. The Respondent Mr. Keezer shall pay an administrative monetary penalty in the amount of \$400,000.
11. The Respondent Mr. Hart shall pay an administrative monetary penalty in the amount of \$400,000.

FORM AND MANNER OF PAYMENT

12. The payment in paragraph 9 shall be a claim against the Respondent FlightHub in the CCAA Proceedings, and will be subject to distribution as an unsecured creditor for the purposes of those proceedings.
13. The payments in paragraphs 10 and 11 shall be made by way of special distribution in the CCAA Proceedings in the full amount, payable to the Receiver General for Canada on behalf of the Commissioner as the holder of claims against the individuals, and the Respondents shall ensure that any Plan of Arrangement in the CCAA Proceedings reflects these payments.

IV. CCAA Process

14. This Agreement is binding on the Respondents, and is binding on any non-arm's length corporate entity to the Respondents, which through the process of restructuring under the CCAA, or further to a Plan of Arrangement or liquidation, continues the business activities of the Respondents that are the subject of this Agreement.
15. Moreover, and for greater certainty, the present Agreement will survive the CCAA process and will continue to be binding on all the Respondents and any non-arm's length corporate entity related to the Respondents as described above, for the duration of the Agreement.
16. In addition to that, in the event of a transfer of assets from FlightHub to a new corporate entity that is non-arm's length to the Respondents pursuant to an order under the CCAA, the Respondents will advise the Commissioner forthwith, and shall consent to an amendment of the Agreement to add the new corporate entity as a Respondent. Moreover, any such corporate entity shall consent to be part of the present Agreement.
17. The Respondents will consent to, and will obtain confirmation of the Monitor's consent to, the Commissioner's application to lift the stay ordered under the CCAA to allow this Agreement to be filed with the Tribunal for registration.
18. The Commissioner will vote in favour of the Plan of Arrangement and will not oppose the releases being sought by the Respondents in the CCAA Proceedings, provided always that the Plan of Arrangement reflects the terms of this Agreement.
19. For greater certainty, this Agreement is and remains in force even if the Plan of Arrangement is not approved.

V. CORPORATE COMPLIANCE PROGRAM

20. Within 90 days after the Execution Date, FlightHub shall establish, and thereafter maintain, a corporate compliance program, the goal of which will be to promote the compliance of FlightHub with the Act generally, and Part VII.1 of the Act specifically, and contain policies and procedures intended to ensure compliance with paragraphs 3 through 8 of this Agreement. The compliance program shall be framed and implemented in a manner consistent with the Commissioner's bulletin titled "Corporate Compliance Programs", as published (as of the Execution Date of this Agreement) on the Competition Bureau's website at www.competitionbureau.gc.ca.
21. FlightHub's Senior Management shall fully support and enforce the compliance program and shall take an active and visible role in its establishment and maintenance.
22. Within 30 days after the establishment of the compliance program, each current member of FlightHub's Senior Management with responsibility for the marketing or promotion of Flights or Flight-Related Services shall acknowledge his, her or their commitment to the compliance program by signing and delivering to the Commissioner a commitment letter in the form set out in Appendix "A" of this Agreement. Any individual that becomes a member of FlightHub's Senior Management with responsibility for the marketing or promotion of Flights or Flight-Related Services during the term of this Agreement shall sign and deliver to the Commissioner a commitment letter in the form set out in Appendix "A" of this Agreement, within 30 days of becoming a member of FlightHub's Senior Management.

VI. COMPLIANCE REPORTING AND MONITORING

23. During the term of this Agreement, (i) FlightHub shall provide a copy of this Agreement to all Marketing Personnel within 30 days after the date of registration of this Agreement, and (ii) all future Marketing Personnel will be provided with a copy of this Agreement within 14 days after his or her or their commencement of employment. Within 30 days after being provided with a copy of this Agreement, FlightHub shall secure from each such person a signed and dated statement acknowledging that he or she read and understood this Agreement and Part VII.1 of the Act.
24. FlightHub shall provide the Commissioner written confirmation that all Marketing Personnel have received a copy of this Agreement, as required by paragraph 23, within 45 days after the registration of this Agreement.
25. For the purposes of monitoring compliance with this Agreement, the Respondents shall provide to the Commissioner information in their possession, power or control relating to any matters referred to in Parts II, IV, V and VI of this Agreement that the Commissioner requests, within 35 days following receipt of a written request from the Commissioner.

26. No later than 120 days after the Execution Date, the President or Chief Operating Officer of FlightHub shall provide to the Commissioner a statement under oath or solemn affirmation that the compliance program required by Part V of this Agreement has been implemented.

VII. **GENERAL**

27. Notices, reports and other communications required or permitted pursuant to any of the terms of this Agreement shall be in writing and shall be considered to be given if dispatched by personal delivery, registered mail or facsimile transmission to the Parties at the following addresses:

(a) **Commissioner of Competition**

Competition Bureau
Place du Portage, 21st Floor
50 Victoria Street, Phase I
Gatineau, Quebec K1A 0C9

Attention: Senior Deputy Commissioner of Competition,
Cartels and Deceptive Marketing Practices Branch
Facsimile: (819) 956-2836

With a copy to:

Executive Director and Senior General Counsel
Competition Bureau Legal Services
Department of Justice
Place du Portage, 22nd Floor
50 Victoria Street, Phase I
Gatineau, Quebec K1A 0C9
Facsimile: (819) 953-9267

(b) **The Respondents:**

FlightHub Group Inc. / Groupe FlightHub Inc.
3333 Côte-Vertu Boulevard, Suite 600
Montréal, QC, H4R 2N1.

Matthew Keezer
3333 Côte-Vertu Boulevard, Suite 600
Montréal, QC, H4R 2N1.

Nicholas Hart
3333 Côte-Vertu Boulevard, Suite 600
Montréal, QC, H4R 2N1.

With a copy to:

Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
Toronto, Ontario M5H 2T6
Facsimile: (416) 364 7813

Attention: Antonio Di Domenico
Chris Margison
Justine Reisler

28. This Agreement shall be binding on the Respondents for a period of 10 years following its registration.
29. The Parties consent to the immediate registration of this Agreement with the Tribunal pursuant to section 74.12 of the Act.
30. Nothing in this Agreement precludes the Respondents or the Commissioner from bringing an application under section 74.13 of the Act where circumstances that led to the making of this Agreement have changed. Subject to this paragraph, the Respondents will not, for the purposes of this Agreement only, including execution, registration, enforcement, variation or rescission, contest the Commissioner's conclusions as stated herein.
31. The Respondents shall not make any public statements that contradict the terms of this Agreement.
32. The Respondents attorn to the jurisdiction of the Tribunal for the purposes of this Agreement and any proceeding relating to this Agreement for variation or rescission, provided, however, that any proceedings relating to the Proofs of Claim filed by the Commissioner in the CCAA Proceedings or the Plan of Arrangement arising from the CCAA Proceedings shall be under the exclusive jurisdiction of the Quebec Superior Court.
33. In the event of a dispute regarding the interpretation, implementation or application of this Agreement, any of the Parties shall be at liberty to apply to the Tribunal for an order or directions. In no event shall any dispute suspend any time period under the Agreement. The Parties agree that the Tribunal has jurisdiction to make such order as is required to give effect to this Agreement.
34. This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, and all of which taken together shall constitute one and the same instrument. In the event of any discrepancy between the English and French versions of this Agreement, the English version shall prevail.

35. The Agreement constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference herein. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained herein.
36. The computation of time periods contemplated by this Agreement shall be in accordance with the *Interpretation Act*. For the purpose of this Agreement, the definition of "holiday" in the *Interpretation Act* shall include Saturday. For the purposes of determining time periods, the date of this Agreement is the last date on which it is executed by a Party.

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The undersigned hereby agree to the filing of the Agreement with the Tribunal for registration.

DATED at Montreal, in the Province of Quebec, this 10th day of February, 2021.

for: FlightHub Group Inc.

"Original signed by Nicholas Hart"

Nicholas Hart
Director
I have authority to bind the corporation.

Matthew Keezer

"Original signed by Matthew Keezer"

Matthew Keezer

Nicholas Hart

"Original signed by Nicholas Hart"

Nicholas Hart

DATED at Ottawa Ontario, in the Province of Quebec, this 11th day of February, 2021.

"Original signed by Matthew Boswell"

Matthew Boswell
Commissioner of Competition

APPENDIX “A” – COMMITMENT BY SENIOR MANAGEMENT

RE: Commitment to Establishment and Maintenance of Compliance Programs

Further to section V of the Consent Agreement between the Commissioner of Competition and FlightHub Group Inc. / Groupe FlightHub Inc. (“FlightHub”), Matthew Keezer and Nicholas Hart dated February ____, 2021, I hereby commit to the successful implementation of FlightHub’s Compliance Program for the purpose of promoting compliance with the *Competition Act*, R.S.C. 1985 c. C-34 (the “Act”), including the deceptive marketing practices provisions in Part VII. 1 of the Act and specifically paragraph 74.01(1)(a) and subsections 74.011(1) and 74.011(2) of the Act. I will take an active and visible role in the establishment and maintenance of the Compliance Program.

Sincerely,

[Name and title]