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## Independence, Transaction Dispute, and Confidentiality Policy

**WHEREAS** EscroAir Canada Inc. (“EscroAir”) is a new company that is seeking to deliver unparalleled aircraft escrow services as the first and only Canadian provider of such services;

**AND WHEREAS** EscroAir’s may from time to time encounter disputes among the parties in an aircraft escrow transaction requiring a predefined set of policies for dealing with such disputes;

**AND WHEREAS** EscroAir’s policies and initial resources are derived, in part, from the experience and resources of YYZlaw and its staff in having acted in numerous past aircraft transactions;

**AND WHEREAS** EscroAir’s present relationship with YYZlaw may give rise to concerns about conflicts of interest, confidentiality and independence;

**AND WHEREAS** EscroAir will, over time, become wholly independent of YYZlaw and its staff, policies and operations;

**BE IT RESOLVED** that the following policy shall strictly govern all services provided by EscroAir, and shall in all events be paramount to any instructions, commands, directions, or influence that YYZlaw or its staff may actively or passively assert during the performance of any services by EscroAir for its clients, including where YYZlaw may be acting for one or more of the parties that are the intended recipient, or part recipient, of EscroAir’s services.

### Irrevocable Instructions

1. EscroAir and its employees shall at all times act pursuant to, and abide by, the terms of the agreement(s) entered into by the parties utilizing the services of EscroAir. Where there are clear, irrevocable instructions to EscroAir or its employees to perform any act, EscroAir shall perform such act irrespective of any protest by any party, except where all parties amend, or consent to the amendment of such irrevocable instructions. For the avoidance of doubt, each of the following shall constitute or amount to irrevocable instructions to EscroAir or its employees (“Irrevocable Instructions”):
  - a. Any agreement that is duly executed by the parties utilizing the services of EscroAir. Any agreement may be amended pursuant to the terms contained therein or in accordance with the express consent of all parties thereto; or
  - b. any letter, deed or document that is executed and tendered by a party (or parties) to a transaction, with respect to only the interests, assets, title and funds that are within the ownership and control of such party (or parties) (“Letter of Instructions”), except that such Letter of Instructions shall not seek to amend, or amend, any agreement provided for in paragraph 1.a above except pursuant to the terms thereof.



## **Disputes to Irrevocable Instructions**

2. Where the parties to an agreement, or a party (or parties) to a Letter of Instructions, contest or object to the authority of EscroAir to do any act, and where EscroAir acting reasonably, determines that said act may fall outside of the Irrevocable Instructions received by EscroAir, EscroAir may, but shall in no way be obligated to, at its sole and absolute discretion, take any one or more of the following steps:
  - a. Seek legal advice from a person or firm that is not otherwise involved in the transaction at issue;
  - b. Refuse to perform any act;
  - c. Interplead to a court of law regarding the dispute; and/or
  - d. Take legal action to resolve any such uncertainty or conflict.

and any and all costs incurred by EscroAir associated with any of the foregoing (“Ancillary Costs”) shall be at the cost of the parties to the agreement, or party (or parties) to a Letter of Instructions, on a joint and several basis, to the extent that such party (or parties) are responsible for the payment of, in whole or in part, EscroAir’s ordinary and customary fees for its services, and such Ancillary Costs shall be in addition to any other fees that are ordinarily and customarily payable for EscroAir’s services.

## **Confidentiality**

3. Business aircraft are widely used to provide business and transportation flexibility to corporations and high net-worth individuals. All employees of EscroAir shall keep confidential any and all information they acquire during the course of their employment with EscroAir (“Confidential Information”), including but not limited to the i) past and present ownership status of an aircraft, including any beneficial ownership thereof, ii) the source of funds, identity of financiers or lessors, or the terms thereof, and iii) the purchase or sale price of any aircraft, except where such information is readily and publicly accessible from time to time.
4. No employee of EscroAir shall disclose Confidential Information unless such disclosure is required i) within the course of employment at EscroAir, ii) pursuant to government legislation or regulations, or iii) in compliance with a court order or warrant.