

IN THE MATTER OF:

**Complaint of Gábor Lukács against Air Canada
Concerning Domestic Overselling Practices
and Denied Boarding Compensation
(File no. M4120-3/11-06673 and Air Canada submissions
Dated August 15, 2012)**

**CONFIDENTIALITY AND NON-DISCLOSURE
UNDERTAKING**

I, Gábor Lukács, the Applicant in the above-noted Matter, have been granted, by the Canadian Transportation Agency (Agency), access on certain terms and conditions to information which has been designated by the Agency to be confidential in the record of the proceedings with respect to this Matter.

The information so designated by the Agency has been clearly identified as confidential and I confirm I have been advised and am aware of the specific confidential information to which I am being granted access and to which this undertaking relates (Confidential Information).

I acknowledge and agree that the Confidential Information is owned by and, notwithstanding disclosure to me, shall remain the property of Air Canada.

In consideration for being granted access to, and the disclosure to me of, the Confidential Information, I undertake:

- a) to use the Confidential Information only for, and exclusively in respect of, pleading procedures and submissions I am required/entitled to perform in respect of this Matter;
- b) to ensure that any reference to the Confidential Information when referenced in any pleadings or submissions made by me to the Agency is marked as confidential and treated as confidential at all times;

- c) not to divulge the Confidential Information to any other person whomever, unless specifically so authorized by the Agency and only under such terms and conditions as may be imposed by the Agency;
- d) not to reproduce, in any manner whatsoever, the Confidential Information;
- e) to keep confidential and protect the Confidential Information by keeping the Confidential Information at all times secured and under my control;
- f) at the end of the proceedings with respect to this Matter or within 14 days after the end of my participation in this Matter or as may be otherwise directed by the Agency, to return to the Agency all the Confidential Information as well as, without limitation, all notes, charts, analysis and memoranda created by me and based on, referring to or containing the Confidential Information (Related Documents) or to destroy such Confidential Information and Related Documents and to file with the Secretary an Agency designated Certificate of Destruction for the destroyed Confidential Information and Related Documents; and,
- g) to inform the Canadian Transportation Agency immediately of any changes in the facts referred to in this Undertaking.

I acknowledge and agree that the parties from whom or through whom I have received the Confidential Information as a result of this Undertaking may not have an adequate remedy at law and may suffer specific direct harm in the event that any provision of this Undertaking is not performed in accordance with its terms or is otherwise breached. **I therefore acknowledge and agree that such parties shall be entitled to injunctive relief to prevent any breaches of this Undertaking and to enforce the terms and provisions of this Undertaking, in addition to any other remedy and/or equitable relief to which they may be entitled.**

In the event that I am required by law to disclose any of the Confidential Information or Related Documents, I will promptly notify the Agency and the owner of the Confidential Information and, subject only to the terms for disclosure at law, will not disclose the Confidential Information except in accordance with direction from the owner of the Confidential Information or until the owner of the Confidential Information has had a reasonable opportunity to oppose such disclosure.

I also acknowledge that a breach of this Undertaking will be considered to be a breach of an order of the Canadian Transportation Agency and for the purposes of this Undertaking I attorn to the jurisdiction of the Canadian Transportation Agency and such courts in Canada having jurisdiction with respect to the Agency's orders and any breaches thereof for enforcement of and punitive action with respect to this Undertaking.

Dated at _____ this _____ day of _____, 2012.

Witness Signature

Signature of Person making the
Undertaking

Witness Name - Printed

Name of Person making the
Undertaking - Printed

Witness Address

Address of Person making the
Undertaking

Phone Number