

WESTJET SUPPLIER CODE OF CONDUCT

PURPOSE AND SCOPE

This Supplier Code of Conduct ("Code") sets out the principles and expectations as to how organizations, including their representatives and employees, and subcontractors (together "Suppliers"), who supply goods and services to WestJet, its subsidiaries or affiliates ("WestJet") shall conduct business with and deal with WestJet.

Our values are built on earning the right to be our clients' first choice, collaboration, taking ownership for personal and collective high performance, embracing diversity for innovation and growth and holding ourselves to the highest standards to build trust. Our organization, and all of our employees, are accountable and have a duty to comply with applicable laws and regulations, and are expected to behave responsibly and ethically.

We expect Suppliers and their subcontractors to comply with this Code and to operate in accordance with values comparable to ours, and in a manner which is consistent with prudent business practices.

Where there is a conflict between the language in the Code and an agreement between WestJet and the Supplier, it is understood that the terms in the executed agreement will apply.

BUSINESS INTEGRITY

1. COMPLIANCE WITH LAWS

In all their activities, Suppliers must ensure they conduct business in compliance with the applicable laws, rules, and regulations of the jurisdictions in which they operate.

2. CONFLICTS OF INTEREST

In their relationship with our employees, Suppliers must not try to gain improper advantage or preferential treatment for other relationships they may have with us (for example, as a guest). Supplier will also disclose to WestJet information about any of WestJet's employees having a material interest of any kind in Supplier's business or any other kind of economic ties with Supplier.

3. GIFTS AND ENTERTAINMENT

The nature of any gifts or entertainment must not, by their quality, quantity or timing, be used by Suppliers to gain improper advantage or preferential treatment from WestJet employees. The WestJet Code of Business Conduct has prescribed limits in place for the exchange of gifts and entertainment. Suppliers are to comply with these limits; gifts and/or entertainment shall be of modest value, infrequent, reasonable in scope, legal, consistent with generally understood ethical standards and Suppliers shall maintain appropriate records of exchanges of gifts and / or entertainment with our employees.

4. ANTI-BRIBERY AND ANTI-CORRUPTION

Suppliers must not engage directly or indirectly in any activities that would put WestJet at risk of violating anti-bribery and anti-corruption laws. WestJet has zero tolerance for bribery and corruption.

5. NON-PUBLIC INFORMATION AND INFORMATION BARRIERS

In their dealings with WestJet, if Suppliers become aware of non-public information about WestJet or our guests, we expect Suppliers to have in place policies and procedures for the proper handling and use of that information (such as information barriers). These policies and procedures must meet applicable legal and regulatory requirements to prevent inappropriate access or disclosure of non-public information.

RESPONSIBLE BUSINESS PRACTICES

1. PRIVACY AND INFORMATION SECURITY

Suppliers must comply with WestJet's published Privacy Policy and must use information obtained through their relationship with WestJet only in accordance with WestJet instructions and strictly for the purpose for which it was provided.

Suppliers must protect and treat WestJet's confidential information as agreed with WestJet and have appropriate privacy / data protection and information security policies and procedures in place to protect such information including intellectual property, personal employee and customer information, and any other confidential information that WestJet generates. Suppliers must notify WestJet immediately of any actual or suspected privacy breaches, security breaches, or losses of our information. Further, Suppliers must assist WestJet in managing any consequences arising from such events.

2. BUSINESS RESUMPTION AND CONTINGENCY PLANNING

Because services provided by Suppliers can have significant impact on our business, we expect that Supplier's business continuity and disaster recovery plans are developed, maintained and tested in accordance with applicable regulatory, contractual and service level requirements.

3. OUTSOURCING AND SUBCONTRACTING

Suppliers are not to subcontract services they perform for WestJet or outsource activities that directly impact the delivery of goods and services to WestJet and / or our guests, without our prior written approval. In situations where approval is given, it is important for WestJet to know the locations of where the work will be performed, the possibility of cross-border movement of any WestJet data, and the identity of parties involved in the provision of the services.

In addition, where Suppliers are outsourcing certain activities in connection with WestJet, Suppliers must monitor the outsourcing or subcontracting engagement to ensure compliance with the Suppliers' contractual obligations and with this Code, and provide evidence of such monitoring to WestJet upon request.

If Supplier is entitled to retain subcontractors, Supplier will ensure that the subcontractor also abides by this Code. This requirement will be integrated into Supplier's business processes for the selection, management, retention and performance of subcontractors and other suppliers to Supplier.

4. ENVIRONMENTAL MANAGEMENT

Suppliers must have the appropriate management policies and procedures in place to minimize material environmental impacts and comply with all environmental laws. Suppliers are also expected to support WestJet's efforts to reduce our adverse environmental impacts, where appropriate.

Supplier will (a) seek to reduce any adverse impact of its operations upon the environment; and (b) where appropriate, demonstrate and promote environmental stewardship.

Supplier will conduct its business and affairs in a prudent and responsible manner and with all due care and due diligence with respect to environmental matters, especially concerning the following:

- Hazardous substances;
- Wastewater and solid waste emissions;
- Air emissions;
- Environmental permits and reporting; and
- Pollution prevention and resource reduction.

Supplier should strive to utilize life cycle analysis to minimize the environmental impact of a product or service during its entire life. Innovative developments in products and services that offer environmental and social benefits are encouraged.

The Supplier shall comply with all applicable wildlife trafficking laws, statutes and regulations from time to time in force including but not limited to, the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES).

RESPONSIBLE TREATMENT OF INDIVIDUALS

1. RESPECT AND DIVERSITY

Suppliers must maintain workplaces characterized by professionalism, and respect for the dignity of every individual with whom their employees interact, including respect for differences such as gender, gender identity, gender expression, race, colour, age, disability, sexual orientation, ethnic origin and religion. Suppliers must not tolerate harassment, discrimination, violence, retaliation and other disrespectful or inappropriate behaviour.

Suppliers must respect the dignity of their own employees and others, adhere to principles of diversity and maintain a respectful workplace. Please see WestJet's Code of Business of Conduct Policy for more information about WestJet's expectations regarding Respect and Diversity.

WestJet expects its Suppliers to embrace an inclusive supply chain by affording equality of opportunity to businesses owned by women, Indigenous people, minorities/visible minorities, members of the LGBT community, people with disabilities, veterans and service disabled veterans.

2. EMPLOYMENT PRACTICES

Suppliers must abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination, or where they allow for differential treatment, we expect Suppliers to be committed to non-discrimination principles and not to operate in a way that unfairly differentiates between individuals.

Suppliers must be able to demonstrate that, in their workplaces:

- Child, forced, or compulsory labor is not used.
- Discrimination and harassment are prohibited, including discrimination or harassment based on any characteristic protected by law.
- Retaliation for speaking up is prohibited and employees are free to raise concerns and speak up without fear of reprisal.
- Appropriate and reasonable background screenings have been conducted to ensure the integrity and good character of the Supplier's employees.
- Clear and uniformly applied employment standards are used that meet or exceed legal and regulatory requirements.
- Supplier shall foster a work environment in which all individuals are treated with respect and dignity in a business-like atmosphere that promotes equal employment opportunities and prohibits discriminatory practices and where their employees conduct themselves with honesty and integrity.
- Supplier shall ensure that none of its employees will be subjected to any physical, sexual, psychological or verbal harassment or abuse in the workplace, nor shall there be any threat of same.
- Supplier will pay each employee at least the applicable legal minimum wage and benefits.
- Employees of Supplier will be compensated for overtime in compliance with applicable laws and will only work hours within legal working hour limits.
- Employees of Supplier will be granted their allotted leave and sick leave without any repercussions (or threats of same).

3. HEALTH AND SAFETY

We expect Suppliers to provide healthy and safe workplaces and comply with relevant health and safety laws. Suppliers are also expected to provide all their employees with adequate information and instruction on health and safety concerns and to enable their employees to meet their responsibilities for the maintenance of a healthy and safe workplace.

- a) Supplier is expected to comply with all applicable health and safety laws and regulations and adhere to the standards prescribed by WestJet's Alcohol and Drug Policy.
- b) Supplier's health and safety standards will include: reasonable access to potable water and sanitary facilities, fire safety equipment, emergency preparedness and response training and materials, industrial hygiene materials, adequate and safe work environments including with respect to lighting, ventilation, and machine safeguarding.
- c) Supplier will maintain health and safety standards designed to avoid work-related injury and illness, and to promote the general health and wellbeing of employees.

INFORMATION AND DATA MANAGEMENT

1. DATA RETENTION AND DESTRUCTION

Suppliers must retain and securely destroy data in accordance with criteria established in WestJet's Retention Schedule and provide confirmation and evidence of destruction upon request.

2. INFORMATION HOLD

Suppliers must not destroy WestJet data that may be relevant to actual or anticipated legal or regulatory proceeding of which the Supplier becomes aware or for which they receive notification. Suppliers must take reasonable measures and maintain adequate internal data maintenance policies to ensure proper compliance with their obligations to WestJet.

3. ACCESS ADMINISTRATION

Suppliers must have policies that define access requirements based on roles and procedures in place to approve, grant, remove, deactivate and periodically review access to WestJet information and services to ensure that the level of access is appropriate and remove unnecessary access without undue delay.

Supplier will maintain records of all relevant documentation necessary to demonstrate compliance with this SCC and related laws and regulations.

Supplier will comply with any WestJet request that it provide all necessary documentation available to WestJet's designated auditor as evidence of compliance with this SCC.

Supplier will allow WestJet reasonable access to Supplier's premises in order to review and audit, among others, Supplier's books for transactions involving WestJet's business, Supplier's security procedures and Supplier's environmental performance.

MONITORING AND REPORTING OF VIOLATION

WestJet maintains the right to monitor a Supplier's compliance to the Code and audit a Supplier's control environment. WestJet will be entitled to request information from its Supplier as to their compliance with the principles of this Code.

Any person with reason to believe that the spirit or principles of this Code are not being respected by an WestJet Supplier is asked to report to: legal@westjet.com or consult the WestJet Confidential and Anonymous Reporting Hotline Policy

The reporting of a violation of the Code may lead to an evaluation and an investigation by WestJet if warranted. Failure to comply with this Code may result in termination of a Supplier's relationship with WestJet.

SUPPLIERS OPERATING IN CANADA

In addition to acknowledging the Code, WestJet's expectation is that Suppliers that operate their business and provide services within Canada will support our commitment to Canadian jobs and prosperity and meet the following requirements.

- a) Suppliers will not make any application, written or otherwise to any government body on behalf of WestJet without WestJet approval.
- b) Suppliers will not implement any material change to the way services are provided to WestJet that has an impact on the Suppliers' employees, without consulting WestJet to ensure there is no breach of our policies and the Code.

UPDATES

WestJet may, from time to time, by providing notice to Supplier, amend, supplement or otherwise update this Supplier Code of Conduct.

No later than 30 days following receipt of such notice, Supplier shall forthwith advise WestJet in the event Supplier is or will be unable, despite reasonable measures, to comply with any such amendment, supplement or update and providing sufficient explanation relating to such inability, following which the parties shall enter into good faith discussions in an attempt to resolve the matter. In the event Supplier does not so notify WestJet, Supplier shall be deemed to have accepted such amendment, supplement or update.