

GENERAL AGENCY AGREEMENT

APPOINTING A CUSTOMS BROKER, FREIGHT FORWARDER AND AGENT WITH POWER TO APPOINT A SUB-AGENT

Client's legal company name

Client's complete address

The client (hereinafter referred to as the "client") does hereby constitute and appoint **SECAM INTERNATIONAL INC., 2728 Étienne-Lenoir St., Laval, QC, Canada H7R 0A3 (hereinafter referred to as "Secam")** its true and lawful attorney to transact business on the client's behalf in all matters relating to:

(i) customs activities that may be transacted by a customs broker licensed under the Customs Act of Canada;

(ii) excise activities under the Excise Act of Canada and any tax or levies payable under the Excise Tax Act of Canada;

(iii) activities under such other legislation as may be promulgated from time to time respecting import and export of goods to and from Canada and any related taxes including all matters relating to the accounting for and payment and refund of customs and excise duties, excise tax, sales tax and goods and services tax or any other like taxes or duties in respect of imported goods released or to be released under such legislation, at the Canada Customs offices(s); and

(iv) activities exercised as broker and/or freight forwarder for all transport of merchandise by ocean, air or ground on the client's behalf and in the client's name.

AND IN CONNECTION THEREWITH:

(a) to execute, sign, seal, deliver, and endorse for the client and in the client's name all bonds, entries, bills of lading, bills of exchange, warehouse receipts or other means of payment or collateral security which comes into the attorney's possession and to use same, including drawbacks and claims of any nature for reimbursement of customs duties, sales and excise taxes and the like;

(b) to receive all such payments and sums of money as are now due or may hereafter become due and payable to the client by way of rebate, refund or remission on the order of the Canada Customs and Revenue Agency relative to the foregoing; and to endorse on the client's behalf as the client's attorney and to deposit to and for the attorney's own account all such payments from the Government of Canada; and

(c) to pay on behalf of client and in his name, transportation fees and costs in respect with the transportation of merchandise.

The client further grants the attorney full power and authority to appoint any other partnership, corporation or person to whom a license to transact business as a Customs Broker has been issued under the Customs Act of Canada or any other partnership, corporation or person acting as broker or forwarder, as a sub-agent (hereinafter referred to as the "sub-agent") to transact the aforesaid business on its behalf, and to revoke any such appointment and to appoint any other person who holds such a license as a sub-agent in the place of any sub-agent whose appointment has been revoked as the attorney shall, from time to time, think fit.

The client acknowledges and agrees that any duties, charges or other amounts paid on its behalf or to its account by the attorney or sub-agent shall be a debt due by the client to the attorney or sub-agent and any refund, rebate or remission of such duties, charges or other amounts shall be the property of the attorney or sub-agent and the client directs and authorizes any government agencies collecting same to deliver such rebate, refund or remission to the attorney or sub-agent.

The client certifies that, to the best of its knowledge, all documents and information provided to the attorney by itself or on its behalf, in connection with this mandate, will be true, accurate and complete.

THE CLIENT AGREES TO:

(i) on demand, reimburse the attorney for all monies properly expended by the attorney or by any sub-agent including the payment of any duty and tax, or posting of any surety bond deposited as security with any Canada Customs office; and

(ii) to provide such security for such reimbursement or make such other arrangements for such reimbursement as the parties hereto may otherwise agree.

The client agrees and covenants for itself, its heirs, executors, administrators, successors and assigns to ratify and confirm all that the attorney and any sub-agent shall lawfully do on the client's behalf by virtue of these presents.

The client hereby agrees that the "Trading Conditions" which are on the reverse side hereof and which have been read by the undersigned and are incorporated herein by reference as if lengthily quoted hereunder shall govern all transactions.

This agreement shall be and remain in full force and effect until due notice of its revocation shall be given to the attorney, in writing, by registered mail.

Name and title of authorized signatory

Date

Client signature (corporate seal, if applicable)

Secam International Inc. signature

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