

TRADING CONDITIONS

Secam International Inc. • Terms applicable to the client

All transactions between Secam International Inc. and the client are governed by these Trading Conditions.

1 DEFINITIONS

"Agreement" means the "General Agency Agreement" which is on the recto and intervened between the parties, and these presents "Trading Conditions" which in both cases, may be modified from time to time as provided herein.

"Customs Broker" is Secam International Inc. and includes activities exercised as Transportation Broker, Forwarder and also includes any and all sub-agent appointed by Secam International Inc. from time to time as services supplier as per this Agreement.

"Customs Duties" means any duties or taxes levied on imported goods under the Customs Act, the Customs Tariff, the Excise Act, the Excise Tax Act, the Special Import Measures Act or any other law relating to Customs, excluding any penalties, interest or fines imposed under any of the aforesaid acts or any other laws relating to Customs.

"Disbursements" means payments of Customs Duties, freight charges and any other fees, charges and costs, including payments for goods on C.O.D. or against reimbursement shipments made by the Customs Broker on behalf of the client.

"Transportation Broker, Forwarder" is Secam International Inc. and includes all activities in respect of transportation, storage, handling and other related activities and also includes any and all sub-agent appointed by Secam International Inc. from time to time as services supplier as per this Agreement.

2 POWER OF ATTORNEY - GENERAL AGENCY AGREEMENT - APPOINTING AN AGENT

The client shall appoint Secam as its lawful attorney (with power to appoint sub-agents) to transact business on behalf of the client with respect to all matters relating to Canada Customs and/or transportation of merchandise and covenants and agrees to execute any and all requisite Canada Customs form powers of attorney as may be required to appoint the Customs Broker as the client's attorney.

3 CUSTOMS BROKER SERVICES

The services of customs brokerage, transportation brokerage and consultation that may be provided to the client by the Customs Broker are:

(i) Preparation or assistance to the client in preparation of documents required by Canada Customs or by conveyers with respect to the importation or exportation of goods into Canada by the client;

(ii) Presentation of documents and/or information on behalf of the client to Canada Customs required to clear the client's goods through Canada Customs, including documentation as may be required at a frontier port for in-bond transportation;

(iii) Enter and clear through Canada Customs the goods imported by the client and to effect payment of the requisite Customs Duties by or on behalf of the client and to obtain release of the goods from Canada Customs;

(iv) Advise client of status of shipment of goods;

(v) Make arrangements for the delivery of the goods in accordance with the client's instructions;

(vi) Consultation services to provide information and advice concerning the relevant laws and regulations pertaining to the transportation, the import and the export from Canada of client's goods;

(vii) Any other matters necessary and incidental to the provision of the foregoing services.

4 INVOICING AND FEES

(a) Secam shall issue invoices to the client for all fees and Disbursements pertaining to services rendered to and on behalf of the client. Fees, rates and price agreements may be modified from time to time, with or without prior notice.

(b) All such invoices shall be payable upon receipt by the client, except any specific agreement.

(c) Interest on all late payments shall be paid at the rate of 24% per year, calculated monthly which interest shall be charged commencing at the invoice date.

(d) In the event of default of payment due in respect of these presents, Secam, in addition to any other legal rights and available remedies, shall be subrogated to the rights of Canada Customs and Her Majesty the Queen for the recovery of any Customs Duties outstanding. If the client is in default of payment of any amount due in respect of this Agreement, Secam shall have the right to keep client's goods until complete payment of arrears. If such arrears are not received within 14 days following the default of payment notice, Secam shall have the right to cause the client's goods to be sold in a public auction. Secam shall have the right to keep the proceeds of the sale as a compensation for any amount due under this Agreement and for any reasonable expenses related to the storage, the transportation and the auction sale of the client's goods. The remainder of the proceeds, if any, will be left to the client in a reasonable delay after the proceeds were received.

(e) In the event some amounts due to Secam were not paid in the term and Secam contracts with a lawyer to collect such amounts, client shall pay, in addition to the amount due to Secam, an additional amount of 25% of the amount then due, as liquidated damages.

5 ADVANCEMENT OF FUNDS

(a) Upon request, the client shall provide to Secam prior to the release of a shipment or transportation of the client's goods, sufficient funds to enable Secam to pay on behalf of the client all Disbursements that are estimated by Secam to be payable on such shipment or transportation.

(b) If the client fails to advance as aforesaid, Secam shall have no obligation with respect to rendering services concerning the shipment for which advance funds had been requested to the client.

6 DUTIES AND RESPONSIBILITIES OF THE CLIENT

(a) The client shall:

(i) provide all information necessary for Secam to provide the services of customs clearance and transportation, including all information required to complete Canada Customs or conveyers documentation and to make sure the client is in conformity with requirements of Canadian government or other countries governments in respect with its shipments;

6 DUTIES AND RESPONSIBILITIES OF THE CLIENT (continued)

(ii) review all documentation promptly and notify Secam of any inaccuracies, errors or omissions found therein and advise Secam of any corrections or additions to be made on such documents within the time periods set out in paragraph 8 hereof;

(iii) reimburse, indemnify and save harmless Secam with respect to any charge, responsibility, loss or damages set out in subparagraph (c) hereof;

(iv) indemnify and save harmless Secam against any and all actions, claims, suits or demands of any nature whatsoever arising from third party pertaining to the services herein or the client's goods of which result from inaccuracies, mistakes or omissions in the information and documentation provided by the client and relied upon by Secam.

(b) The client warrants that he is the importer, exporter or owner of the goods for which it has retained Secam services; that it has full power and authority to retain, appoint as attorney and instruct Secam; and that all information provided shall be complete, true and accurate and acknowledges that Secam shall be relying on such information to provide the services set out herein;

(c) The client's liability includes but is not limited to:

(i) any and all Disbursements made on behalf of the client;

(ii) any Customs Duties, fine, penalties or interest imposed by Canada Customs with respect to the client's goods;

(iii) any loss or damage incurred or sustained by Secam in relation to the provision of services to the client herein.

7 DUTIES AND RESPONSIBILITIES OF SECAM

(a) Secam shall at all times provide the services in a timely and professional manner in accordance with the generally accepted standards in Canada of the customs and transportation brokerage industry and in compliance with all applicable laws and regulations of Canada and any Province thereof.

(b) All information and documentation pertaining to the client shall be kept confidential and shall only be released to Canada Customs as required by law, subject to instructions from the client to release the information and documentation to third parties;

(c) Secam shall take all reasonable steps to provide the services in accordance with the instructions from the client, provided however, that should Secam reasonably consider that it is in the interest of the client to depart from the client's instructions, Secam shall have the authority to do so and shall be indemnified and saved harmless by the client for so doing;

(d) Secam shall provide to the client in respect to each transaction made on the client's behalf, a copy of the relevant documents pertaining thereto;

(e) Secam shall promptly account to the client for funds received:

(i) for the client from the Receiver General for Canada, and

(ii) from the client by way of advances provided in paragraph 5 hereof in excess of the Disbursements payable in respect to the transportation;

(f) Secam shall not be liable in any manner whatsoever for any failure to provide the services herein and, in particular, but without restricting the generality of the foregoing, shall not be liable in the event such failure to provide the services arises as a result of the operation of the laws of any competent jurisdiction of Canada or by reason of the closure of Canada Customs offices or change in Canada Customs policies;

(g) Secam shall not be liable for any loss or damages of any nature whatsoever to the merchandise, for which Secam exercised activities of Transportation Broker, Forwarder or Customs Broker, the client also acknowledging that Secam acted as an agent or as a mandatary.

8 ERRORS AND OMISSIONS

Any errors or omissions on Canada Customs documents must be reported in writing to Secam by the client as soon as possible. Secam shall not be responsible for any errors or omissions unless the same are reported to Secam within 30 days of release of the goods from Canada Customs.

9 TERMINATION

In the event that this Agreement is terminated and there are any outstanding matters pertaining to the client for which Secam has been engaged by the client and for which Secam remains liable, this Agreement shall continue in force with respect to such matters until such matters are concluded or payment by the client to Secam of such funds as may be required to satisfy all outstanding payment liabilities of Secam to Canada Customs, conveyers and sub-agents that may have been appointed and all fees and Disbursements that have been made in respect with this Agreement.

10 GOVERNING LAW AND ELECTION OF DOMICILE

a) This Agreement and these conditions shall be governed by the laws of the Province of Quebec in which Secam has its principal place of business and the client hereby irrevocably attorns to the courts of that Province. This Agreement and these conditions shall ensure to the benefit of and be binding upon the parties and their respective executors, administrators, successors and assigns.

b) Parties agree to elect domicile in the judicial district of Montreal, excluding any other district, and this for any and all kind of action, suit or demand.

11 SEVERABILITY

Each of the clauses of this Agreement is and shall be deemed to be separate and severable and if any provision or any portion of any provision of these conditions is for any reason to be unenforceable, the remainder of the Agreement shall remain in full force and effect.

12 LANGUAGE

Les parties déclarent que le présent document a été rédigé en langue anglaise à leur demande.

The parties declare that the present document has been prepared in the English language at their request.

Client initials for the Trading Conditions above

Trading Conditions of Secam International Inc.

Client initials

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