



PUROLATOR VOLUME DISCOUNT PROGRAM PROPOSED AGREEMENT

COMPANY NAME:
(the "Customer")

CONTRACT NUMBER:
EFFECTIVE DATE:
EXPIRY DATE:

ADDRESS:

Purolator Inc. ("Purolator") is pleased to welcome you as a preferred and valued customer to our Volume Discount Program and to offer you special discounted rates based on your daily shipping activity.

The special discounted rates offered pursuant to this Agreement are attached. These rates are contingent upon the Customer maintaining the following minimum daily revenue and shipment activity:

- Revenue per Day..... \$
- Shipments per Day

If these levels of minimum daily revenue and shipment activities are not maintained, Customer's rates will be immediately discontinued effective from the date of written notice from Purolator.

Customer covenants and agrees that the information contained in this Agreement is confidential in nature and Customer shall not disclose same to any person or persons except for Customer's directors, officers and employees on a need to know basis provided that such directors, officers and employees agree to be bound by this covenant of confidentiality. Any breach of this covenant shall result in the immediate termination of this Agreement by Purolator without notice, provided that nothing contained herein limits or precludes Purolator from exercising any remedies available to Purolator in law for the breach or anticipated breach of this covenant. Customer shall be responsible for any breach of this Agreement by such individuals and/or entities and/or affiliates as herein referred to. This covenant shall survive the expiry or earlier termination of this Agreement.

Services provided by Purolator pursuant to this Agreement shall be governed by Purolator's Terms and Conditions in effect from time to time, the terms and conditions contained on any Purolator standard form bill of lading and applicable law, available at www.purolatorinternational.com. Any reference in this Agreement to "bill of lading" includes any shipping document, manifest or similar item used by Purolator in the provision of its courier services.

Purolator reserves the right to amend its Terms and Conditions at any time without notice to Customer; and to issue new rates, or modify this Agreement at any time upon fifteen (15) days prior written notice to Customer. In the event that Customer is properly notified of an amendment(s) to this Agreement and/or the issuance of new rates and Customer and/or its approved affiliates continue(s) to use Purolator's services following the expiry of such fifteen (15) day notice period, Customer and/or its approved affiliates shall be deemed to have accepted such amendment(s) and/or new rates (as applicable) and shall be bound as if such amendment(s) and/or rates were an original part hereof.

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Payment Obligations

Customer shall pay for courier services within fourteen (14) days from the date of each invoice.

Currency

Any references in this Agreement to currency means Dollar.

Termination

Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other party.

Affiliate Registration

Affiliates of Customer may be entitled to the rates offered pursuant to this Agreement subject to the prior written approval of Purolator, which approval shall be at the sole discretion of Purolator and may be arbitrarily withheld. All affiliates of Customer participating in this Agreement shall be bound by the terms of this Agreement including any amendments hereto. In the event that Purolator approves an affiliate for such entitlement, a minimum of fifteen (15) days is required before such entitlement becomes effective. In consideration for the benefits conferred pursuant to this Agreement, approved affiliates are deemed to be bound by the terms of this Agreement including any amendments hereto. Customer shall advise its approved affiliate(s) of the terms of this Agreement and be responsible for any breach of this Agreement by such affiliates.

In the event that this Agreement is terminated by either party, all entitlements of Customer's approved affiliates shall cease as of such termination and Customer shall be responsible for advising all of its approved affiliates of such termination. Any shipments sent by Customer or any approved affiliates of Customer following termination of this Agreement shall be subject to Purolator's published Terms and Conditions and shall be invoiced at Purolator's regular tariff rates.

Automatic Renewal

Upon expiration of the initial term of this Agreement or any renewal term, as the case may be, and unless otherwise terminated in accordance with the provisions hereof, this Agreement (as amended from time to time) shall be automatically renewed for further and successive one (1) year terms.

Notice

Any notice required or contemplated by this Agreement will be properly given if delivered in person, delivered by prepaid courier, sent by facsimile or sent by prepaid registered mail as follows:

To Purolator at:

PUROLATOR INC.
2727 MEADOWPINE BLVD.
MISSISSAUGA, ONTARIO
L5N OE1
ATTENTION: VICE-PRESIDENT, SALES
FAX: 905-712-6775

With a copy to:

PUROLATOR INC.
2727 MEADOWPINE BLVD.
MISSISSAUGA, ONTARIO
L5N OE1
ATTENTION: VICE-PRESIDENT, GENERAL COUNSEL
FAX: 905-712-6815

To Customer at:

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A notice that is delivered in person or by prepaid courier will be deemed received on the same day it is delivered. A notice that is sent by prepaid registered mail will be deemed received on the fifth business day following the date it was sent. A notice that is sent by facsimile will be deemed received when the party giving the notice receives an acknowledgement or transmission report confirming that the facsimile was sent in its entirety to the addressee's facsimile number. Any notice received after 5:00 p.m. on a business day or on a day that is not a business day shall be deemed to be received at 9:00 a.m. on the next business day. During any postal disruption, all notices must be delivered in person, by facsimile or sent by prepaid courier to be effective.

Rates and Charges

Rates and charges not specifically listed herein will be billed to Customer at Purolator's published rates and charges in effect from time to time. The ">" symbol in the attached rates mean "greater than".

"LB" refers to "Pounds"

"PC" refers to "Pieces"

"KG" refers to "Kilograms"

Declared Value Surcharge

No surcharge is applied to shipments (excluding Same Day) with a declared value of up to \$100.00. A surcharge of 4.50% of the declared value in excess of \$100.00 shall be applied. A surcharge of 3% of the declared value will be applied to Same Day shipments. In no event shall there be a declared value of greater than \$5,000.00 CDN.

Cubing / Reweigh

Charges for low density shipments will be calculated at a minimum density rate per cubic foot. The formula to be used in calculating the cubed weight of each package in the shipment is as follows:

Dimension weight = Length x width x height
(in inches)

$$\begin{array}{rcl} \text{Dimension weight} & = & \text{Length x width x height} \\ \text{(in inches)} & & \\ \text{x 12.40 lbs for air} & & 1728 \\ \text{x 12.40 lbs for ground} & & \end{array}$$

Purolator reserves the right to re-weigh shipments, notwithstanding that a weight has been declared on the shipping document, and to bill Customer based upon the weight determined by such re-weigh process.

Brokerage Charges (Applicable only to shipments originating from the U.S and sent by U.S. customers)
N/A.

Delivery Mix

All rates are contingent on your maintaining a daily average shipment delivery mix as outlined below:

Package Mix

All rates are contingent on your maintaining a daily average shipment package mix as outlined below:

Fuel Surcharge

Purolator's fuel surcharge for courier services is set monthly based upon the average price of regular unleaded gas reported by MJ Ervin and Associates. Changes are effective the first Monday of each month and appear at www.purolatorinternational.com approximately two weeks prior to the effective date. The fuel surcharge applies to all courier shipments tendered to Purolator regardless of destination or mode of transport and is applied to the sum of the base shipping rate, additional weight charges, rural charges and beyond point charges. Premium service surcharges, administrative surcharges and taxes are excluded from the calculation.

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Alternate Modes of Transportation

Purolator reserves the right to substitute alternate modes of transportation for that selected by Customer. Any exercise by Purolator of this right shall in no way affect the maximum liability of Purolator as indicated in Purolator's Terms and Conditions or any bill of lading.

Label, Bar Code and Manifest

Customer acknowledges that Purolator requires that customers use Purolator's standard bar code and manifest bill of lading to eliminate billing, tracking and service failures. However, Customer may request, and Purolator may agree, in its sole discretion, to allow Customer to use its own label, bar code, and manifest as approved by Purolator. In the event that Customer so requests and Purolator so agrees, Customer agrees to comply with the design and specification requirements approved in writing by Purolator (the "Specifications"). Customer agrees to release and discharge Purolator from, and indemnify Purolator against, all claims, actions, demands, loss or damages arising or resulting from Customer's failure to comply with the Specifications. Customer acknowledges that all shipments tendered to Purolator bearing Customer's own label, bar code, and manifest are governed by Purolator's Terms and Conditions in effect from time to time, the terms and conditions contained in any Purolator bill of lading and applicable law. Customer is aware that Purolator's terms and conditions of carriage include a limitation of Purolator's liability such that the amount of any loss or damage for which Purolator may be liable shall not exceed \$2.00 per pound (or \$4.41 per kilogram) computed on the total weight of the shipment unless a higher value is declared on the manifest by the consignor, to a maximum of \$5,000.00 CDN.

Ancillary Fees

All rates and ancillary fees will be charged in accordance with Purolator's published rates and fees in effect from time to time unless otherwise specifically quoted in this Agreement. The below listing displays only discounted surcharges and does not display a complete list of surcharges offered.

Beyond Charges

An additional charge will be applied where the destination point is remote or is not serviced directly by Purolator. Beyond charges will be established by Purolator from time to time in its sole discretion.

New Products and Services

Purolator will notify Customer of new products and services, and the respective rates and charges in connection therewith. New products and services shall be billed to Customer at Purolator's published rates and charges in effect from time to time unless the parties have agreed to the contrary in writing.

Pricing Zone Legend

#	Code	Description	#	Code	Description
01	BCVI	Victoria/Nanaimo	28	QE	Quebec East
02	BCWU	Vancouver	29	QCQC	Quebec City/Levis
03	BCW	B.C. West	30	MARU	Fredericton/Moncton/St. John
04	BCE	B.C. East	31	MAR	Maritimes
05	BCN	B.C. North	32	MARH	Halifax
06	ALSU	Calgary	33	NFLD	Newfoundland
07	ALS	Alberta South			
08	ALN	Alberta North			
09	ALSE	Edmonton			
10	SASU	Regina			
11	SASK	Saskatchewan			
12	SASS	Saskatoon			
13	MANU	Winnipeg			
14	MAN	Manitoba			
15	SOOT	Ottawa/Hull			
16	NCOU	Barrie/Sudbury/Sault Saint Marie			
17	NWO	North West Ontario			
18	SOWI	Windsor			
19	NCO	North Central Ontario			
20	SOLO	London			
21	SOU	Greater Toronto			
22	SO	Southern Ontario			
23	SOHA	Hamilton/Burlington			
24	SOKW	Kitchener/Waterloo/Cambridge/Guelph			
25	QNW	Quebec North West			
26	QCU	Montreal			
27	QC	Quebec			

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In the event that a bill of lading in respect of shipments tendered by Customer to Purolator contains personal information (i.e. information about an identifiable individual) Purolator shall (i) limit its use, disclosure and retention of the personal information to that reasonably required for the purposes of providing the services pursuant to this Agreement; and (ii) use commercially reasonable efforts to safeguard the personal information while it is in its possession or under its control. Customer shall, prior to Purolator receiving the personal information, obtain any consent that may be required from any individual in respect of Purolator's collection, use or disclosure of the information as described above.

In consideration of the premises and the mutual covenants and agreements herein contained and of other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree that execution of this Agreement will be deemed acceptance of this Agreement commencing on the effective date, Purolator's Terms and Conditions in effect from time to time (a current copy of which is acknowledged received by Customer) and Purolator's rates and charges in effect from time to time, all of which form part of this Agreement.

This Agreement shall be construed in accordance with and shall be governed by the laws of the province of Ontario and the laws of Canada applicable therein, and the parties hereto agree to submit to the exclusive jurisdiction of the courts thereof. This Agreement shall be binding upon and shall exist for the benefit of assignee(s) as permitted under this Agreement and successor(s) of either party. No amendment to the terms and conditions of this Agreement shall be valid and binding on the parties unless made in writing and signed by an authorized representative of each of the parties.

This Agreement, including Purolator's Terms and Conditions and the rates attached hereto, and the terms and conditions contained on any Purolator bill of lading, constitutes the entire agreement between the parties relating to the matters herein raised and supercedes all prior formal and informal agreements, proposals, promises, inducements, representations, conditions, warranties, understandings, negotiations and discussions, whether oral or written, of the parties respecting same.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

All rates and charges not otherwise stated within this Agreement will be charged at Purolator's published rates and charges in effect from time to time.

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Calculations for the purpose of invoicing per shipment will be made based on the attached rates and charges and then rounded to two decimal places.

The rates and charges outlined herein do not include applicable sales taxes. Customer will be charged applicable sales taxes.

Thank you for selecting Purolator. We look forward to servicing your transportation needs.

Dated at _____ this _____ day of _____,
(City) (month) (year)

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

I have the authority to bind the Customer.

Witness (if Customer is not a corporation)

PUROLATOR INC.

Signature: _____

Name: _____

Title: _____