

TO: DEUTSCHE BANK AG

AND TO: BURLINGTON TECHNOLOGIES INC.

RE: db-eBills Agreement dated February 6, 2009 (with db-Supplier Finance- Special Terms and Conditions and Country Conditions – Canada) between Deutsche Bank AG and Burlington Technologies Inc. with respect to the factoring of receivables of Burlington Technologies Inc.

CONSENT

The undersigned hereby consent to the above-noted agreement between Deutsche Bank AG and Burlington Technologies Inc., substantially in the form attached hereto as Schedule "A", provided that the said consent shall be without prejudice to and shall not be deemed to waive or compromise in any fashion the rights of Royal Bank of Canada pursuant the Order of the Honourable Justice Lederman dated January 30, 2009, and in particular, paragraphs 5 and 6 thereof

DATED the *12th* day of February, 2009.

ROYAL BANK OF CANADA

By: *[Signature]*
Title: *Senior Manager*

as DIP Lender to Burlington Technologies Inc.

BDO DUNWOODY LIMITED

By: *[Signature]*
Title: *ASSOCIATE*

as court-appointed Monitor of Burlington Technologies Inc.

Schedule "A"



This db-eBills Agreement is entered into by and between

Name Burlington Technologies Inc.
Street 2380 South Service Road West
Country Code - City Code City Oakville, ON Canada L6L 5M9

and

Name Deutsche Bank AG, New York Branch Joerg Obermueller
Street 80 Wall Street, NYC80 - 2510
Country Code - City Code City New York, NY 10005

(the "Main Customer"), on the one part

(the "Deutsche Bank"), on the other part

Deutsche Bank provides certain services to customers in respect of the electronic processing of invoices, debit and credit notes and related information through a technical platform operated by Deutsche Bank. The Main Customer wishes to use certain of these services. Affiliates of the Main Customer may accede to this db-eBills Agreement, subject to the entering into a corresponding agreement with Deutsche Bank.

Therefore, this db-eBills Agreement is entered into between the Main Customer and Deutsche Bank on the terms set forth in (i) the general terms and conditions applicable to the use of db-eBills, (ii) the special terms and conditions applicable to the services selected by the Main Customer below, (iii) the Customer Implementation Kit specifying certain details regarding the organisational and technical set-up for the use of db-eBills, and (iv) the relevant sections of the reference guides applicable to the services selected by the Main Customer below.

Selected services:

- (1) **Billor Services**
 - Including Email Billing
 - Including Signing Services
- (2) **Payer Services**
 - Including Scanning and Recognition
- (3) **Secure File Transfer Mechanism (SFTM) Services**
- (4) **Supplier Financing Services**

By signing below the Main Customer confirms (i) the entering into this db-eBills Agreement on the terms set out above and (ii) receipt of all relevant documents as set out above.

Burlington Technologies Inc.

Place and Date: **Oakville, ON 06 Feb 2009**

signed by:

Place and Date: **Oakville, ON 6 Feb 2009**

signed by:

Deutsche Bank AG

Place and Date: **New York, NY 6 Feb 2009**

signed by:
02/20/09
Joerg Obermueller
Vice President

Place and Date: **New York, NY 6 Feb 2009**

signed by:
2/20/09
Michael Sugrin
Director

Agreement on the Use of db-eBills
(General Terms and Conditions applicable to Services provided in connection with db-eBills)

1. Scope of Agreement and Definitions

(1) This Agreement on the Use of db-eBills sets forth the general terms and conditions applicable to the Services provided by Deutsche Bank to the Customer through, or in connection with, db-eBills.

(2) The Definitions Schedule attached hereto forms an integral part of this db-eBills Agreement.

(3) The relevant Special Terms and Conditions are supplementary to, and in the event of any inconsistency shall prevail over, the terms of this Agreement on the Use of db-eBills.

(4) All headings and titles are for convenience only and shall not be taken into account in interpreting the db-eBills Agreement.

2. Services; Set-up; Access to db-eBills

(1) Deutsche Bank will provide the Services in accordance with this Agreement on the Use of db-eBills, the applicable Special Terms and Conditions, the applicable CIK(s) and the applicable Reference Guide(s). Deutsche Bank may engage third parties to perform any of the Services (or any part thereof) without prejudice to Deutsche Bank's responsibility for the performance of the Services hereunder.

(2) The obligation of Deutsche Bank to provide any of the Services to the Customer shall be subject to (i) the Customer having completed and signed the applicable CIK(s), and (ii) the fulfilment by the Customer of any technical and organisational requirements for the set-up of the selected Services as specified in the applicable CIK(s), the applicable Special Terms and Conditions and the applicable Reference Guide(s) in which case Deutsche Bank shall as soon as reasonably practicable complete the set-up process and commence the provision of the respective Service(s) to the Customer.

(3) The contents and scope of any of the respective Services and the associated functions of db-eBills are specified in the relevant Reference Guide(s). The Customer may configure and customise the Services and the functions of db-eBills as provided for on the Website and as further specified in the db-eBills Reference Guide. The setting of such configuration and customisation will at all times remain the sole responsibility of the Customer.

(4) The Customer may access db-eBills only through (i) the Website and/or (ii) a secure file transfer method as agreed between the Customer and Deutsche Bank pursuant to the terms of the SFTM Special Terms and Conditions and the applicable CIK(s).

(5) The Customer may (i) provide/receive data in the db-eBills standard format or (ii) provide/receive data in the Customer's specific format provided that the Customer selects the conversion of such format into the db-eBills standard format as further described in the applicable CIK(s). In the latter case, Deutsche Bank is instructed and authorised to perform the data mapping and conversion of data files from the Customer's specific format into the db-eBills standard format and vice versa without undue delay and in accordance with the applicable CIK(s).

(6) The Website may contain links to other websites which are not controlled by Deutsche Bank and contain material produced by independent third parties. The existence of a link from the Website to any third party website does not constitute a recommendation or other approval by Deutsche Bank of such website, its content, or any provider thereof. Any opinions or recommendations expressed on third party websites are those of the relevant provider and are not the opinions or recommendations of Deutsche Bank. Deutsche Bank accepts no responsibility for information provided on any third party website that may be accessed through links on the Website or performance of such third parties.

(7) Deutsche Bank shall only be responsible for the availability of db-eBills or any of the Services to the extent as described in the Reference Guide and shall, therefore, subject to Clause 12 below, not be responsible or liable for the unavailability of db-eBills or any of the Services arising out of, or resulting from, the unavailability of any telecommunication facilities, the internet or the actions or failure of any telecommunications or internet service provider other than any such service provider employed by Deutsche Bank (if any).

3. Customer Information; Invoices; Customer Undertakings

(1) Deutsche Bank identifies any User and/or any Customer information through the User Verification Data. The Customer shall be solely responsible for (i) granting any User access rights to db-eBills and (ii) the assignment of User rights to any User. The identification of a User or Customer Information on the basis of User Verification Data, respectively, shall entitle Deutsche Bank to assume that (i) any User so identified in fact is a User authorised to act on behalf of the Customer and (ii) all Customer Information so identified in fact originates from such Customer. Where the identification fails, Deutsche Bank shall not be obliged to process any such Customer Information.

(2) The Customer agrees that:

(i) in respect of any Customer Information being made available to, or being requested from, Deutsche Bank, Deutsche Bank shall solely act as messenger of such Customer Information;

(ii) Deutsche Bank shall in no event be obliged to perform any kind of verification and authenticity of such Customer Information's content or as to whether the data contained therein is correct, complete, accurate or sufficiently based on any agreement between the Customer and (a) a Payer or an Email Billing Recipient or (b) a Biller, as the case may be; and

(iii) the provision of any of the Services by Deutsche Bank may be impaired in whole or in part if Customer Information made available to Deutsche Bank by the Customer or any third party is not complete, correct and accurate.

(3) The Customer agrees that any information made available by Deutsche Bank to the Customer or any third parties in connection with db-eBills and any of the Services does not in any way contain or imply any advice and/or any declaration of will of Deutsche Bank, including, but not limited to, any payment instruction, request for payment, reminder, credit advice or any other statement with legal implications.

(4) Save for Signed Invoices being capable to satisfy the requirements of the applicable local tax laws in relation to electronic invoices as further described in the db-eBills Reference Guide, the Services are not intended to satisfy or substitute any legal or tax requirement applicable to the Customer or any Email Billing Recipient with respect to maintaining original records or evidence of transactions for tax (deduction) purposes (e.g. deduction of value added tax under any applicable law) and the Customer is required to maintain its own record keeping and audit controls which are independent of the Services in order to satisfy any tax and legal requirements applicable to it.

(5) The Customer shall:

(i) comply with the terms and conditions set forth in this Agreement on the Use of db-eBills, the applicable Special Terms and Conditions, the applicable CIK(s) and the applicable Reference Guide(s);

(ii) fulfil all of its cooperation obligations, set forth in the Reference Guides or elsewhere in the db-eBills Agreement, in particular (a) verify any information provided to, requested or received from Deutsche Bank in connection with the Services or db-eBills in accordance with the standard of care of a prudent merchant, (b) perform regular data back-ups in respect of any Customer

Information, and (c) procure that its systems interacting with db-eBills provide for a smooth execution of the Services;

(iii) use the Services only for its own purposes, and not make available the Services, in whole or in part, by way of reselling or otherwise, to any third party without the prior written consent of Deutsche Bank;

(iv) not use the Services or db-eBills (and procure that no User will use the Services or db-eBills) in any way inconsistent with the applicable laws or other legal requirements, in particular by (a) sending unsolicited messages or communications, (b) infringing the intellectual property rights of others, (c) sending, posting or hosting harassing, abusive, libelous or obscene materials, or (d) withholding, modifying or misrepresenting any person's identity or contact information, in particular transmission data, headers, return mailing and Internet protocol addresses;

(v) not interrupt or attempt to interrupt or impair (and procure that no User will interrupt or attempt to interrupt or impair) any of the Services or the operation of db-eBills, and in particular perform regular virus scans of its systems interacting with db-eBills and take appropriate security measures protecting such systems against unauthorised access by third parties; and

(vi) not distribute or export cryptographic technology (which may be provided to the Customer by Deutsche Bank in connection with the use of db-eBills) outside the United States of America or Canada without (a) the prior written consent of Deutsche Bank and (b) the Customer's compliance with applicable export law and the laws or other legal or regulatory requirements of the country of destination or use.

4. Security Measures

(1) The Customer shall implement the Security Measures and shall comply therewith at all times. In addition, the Customer shall establish and maintain (and procure that all Users shall establish and maintain) adequate security measures to ensure that User Verification Data will be kept strictly confidential, will not be used inappropriately and will not be disclosed or surrendered to other Users or any other third party.

(2) Any User accessing db-eBills will be required to comply with the identification and legitimisation procedure using the User Verification Data assigned to him or her as further described in the applicable Reference Guide. The access of a User will be limited to the scope of the individual User's right to access and use the Services as determined by the Customer.

(3) The Customer shall promptly notify Deutsche Bank (i) of any loss or theft of User Verification Data, (ii) if it has reason to believe that the confidentiality of any User Verification Data has been compromised, and/or (iii) of any actual or threatened unauthorised use of User Verification Data.

5. Grant of Right to Use db-eBills

Deutsche Bank grants to the Customer a personal, non-exclusive, non-transferable right to use db-eBills during the term of, and in accordance with the provisions of, the db-eBills Agreement.

6. Data Protection

(1) Each of the Customer and Deutsche Bank shall comply with the provisions of all applicable laws in force from time to time, concerning the protection of personal data when collecting, processing and using such data contained in any Customer information.

(2) Deutsche Bank shall have the right to use Customer Information in any form for the purpose of performing its obligations under the db-eBills Agreement.

(3) Without prejudice to Clause 6(1) and Clause 6(2) above, Deutsche Bank will only provide (i) its branches, offices and affiliates, (ii) any third party service provider of Deutsche Bank engaged in connection with the provision of any of the Services, and/or (iii) any other third parties with Customer Information if and to the extent necessary or appropriate in order to:

(a) provide any of the Services, including, without limitation, the exchange of information within the branches, offices or affiliates of Deutsche Bank's group or with the electronic system known as SWIFT or any other national or international payment, clearing or similar system; or

(b) comply with any applicable laws or regulations or other legal or regulatory requirements, including, without limitation, any order or requirement of any court, government agency or other authority in any competent jurisdiction.

7. Confidentiality

The Customer will treat all information relating to (i) the provision of the Services and the use of db-eBills (in particular the fees referred to in Clause 8 below) and (ii) any trade and business secrets and business information regarding the business, financial situation, products and prospects, processes and methodologies, customers and employees, and any other information or documentation (only to the extent a reasonable person would consider such information or documentation as confidential) of Deutsche Bank as strictly confidential, unless and to the extent such information (a) was already known to the Customer otherwise than as a result of entering into or performing the db-eBills Agreement, (b) is or becomes public knowledge otherwise than as a result of the conduct of the Customer in breach of this Clause 7, (c) is disclosed to professional advisers and auditors of the Customer who receive the same under a duty of confidentiality, or (d) is to be disclosed by the Customer pursuant to any law or final non-appealable order of any court or governmental or administrative authority.

8. Fees

(1) As remuneration for the performance of the respective Service(s) by Deutsche Bank, the Customer shall pay to Deutsche Bank the fees (plus any taxes applicable thereto, including, but not limited to, value added tax) on the due dates as specified in the applicable ClK(s).

(2) If and as long as the Customer has and maintains a bank account with Deutsche Bank or any of its branches and affiliates as specified in the applicable ClK(s), the Customer hereby authorises Deutsche Bank to debit the applicable fees from such account. If the Customer does not have or does no longer maintain a bank account with Deutsche Bank or any of its branches and affiliates, the Customer shall authorise Deutsche Bank to debit the applicable fees from any such other account as separately agreed between the Parties.

(3) Any other payment obligation of the Customer under or in connection with any individual account agreement shall remain unaffected.

9. Duration of Agreement; Termination

(1) The db-eBills Agreement shall become effective on the Effective Date. It shall have an indefinite term.

(2) The Main Customer (for itself and for each Customer Affiliate) or Deutsche Bank, as the case may be, may terminate the db-eBills Agreement in whole by giving not less than thirty (30) days' notice in writing to Deutsche Bank (in case of termination by the Main Customer) or the Main Customer (in case of termination by Deutsche Bank).

(3) The Main Customer (for itself and for each Customer Affiliate) or Deutsche Bank, as the case may be, may terminate the db-eBills Agreement in whole with immediate effect by giving written notice if there arises and is continuing to exist at the time of termination reasonable cause which makes it unacceptable to the terminating party to continue the business relationship, after having given due consideration to the legitimate interests of the other party.

(4) With respect to the termination (i) by a Customer Affiliate and (ii) by Deutsche Bank with respect to any Customer Affiliate, Clauses 9(2) and 9(3) above shall apply *mutatis mutandis*, provided, however, that any Customer Affiliate or Deutsche Bank

(as the case may be) may terminate the db-eBills Agreement in respect of the use of the Services by the relevant Customer Affiliate only.

10. Suspension of Services

(1) If requested by the Customer in writing, Deutsche Bank shall, as soon and as far as reasonably practicable, suspend any of the Services (and will not be obliged during any such suspension to perform any of its obligations in connection with such Service under the db-eBills Agreement). Such request shall be effective upon its receipt by Deutsche Bank at the address specified in the applicable CIK(s) and until the Customer makes a request in writing to resume the Service. Upon the receipt of such a request, Deutsche Bank shall resume the provision of the relevant Services as soon as reasonably practicable.

(2) Deutsche Bank may at any time suspend with immediate effect any of the Services (in whole or in part) in respect of the Customer (and will not be obliged during any such suspension to perform any of its obligations in connection with any such Service under the db-eBills Agreement), if:

(i) any circumstances arise which would give Deutsche Bank the right to terminate this Agreement pursuant to Clause 9(3) or 9(4) above;

(ii) required to comply with any applicable law or regulation or other legal or regulatory requirement (including, but not limited to, any order or requirement of any court, government agency or other authority) in any jurisdiction;

(iii) technical reasons make the continuation of such Service impossible;

(iv) the suspension is necessary to avoid material disadvantage and damage to either the Customer or Deutsche Bank; or

(v) it becomes aware that (a) any User Verification Data or any other security feature of db-eBills or any of the Services has been compromised in any way including, but not limited to, disclosure of any security feature to a person to whom such security feature should not have been disclosed, or access by such person to a security feature, or (b) a User has materially failed to adhere to the security requirements for use of the relevant Service as set forth in the applicable Reference Guide(s).

(3) In respect of any such suspension, Deutsche Bank shall give due consideration to the legitimate interests of the Customer.

(4) If and to the extent practicable, Deutsche Bank shall notify the Main Customer (acting for itself and on behalf of any Customer Affiliate) prior to any such suspension, but in any case without undue delay following such suspension.

(5) Deutsche Bank shall promptly resume the provision of the Services when the situation has been remedied and notify the Main Customer (acting for itself and on behalf of the Customer Affiliate) thereof.

(6) In the event that any of the Services is suspended in accordance with Clauses 10(1), 10(2)(i) or 10(2)(v)(b) of this Agreement on the Use of db-eBills, such suspension shall be without prejudice to the obligation of the Customer to pay the fees as set forth in Clause 8(1) above. In the event that any of the Services is suspended in accordance with Clauses 10(2)(ii), 10(2)(iii), 10(2)(iv) or 10(2)(v)(e) of this Agreement on the Use of db-eBills, the Customer will not be obliged to pay any of such fees attributable to the time of suspension, unless the Customer is responsible for, or has caused, the suspension.

(7) Deutsche Bank shall be liable for any suspension of the Services only to the extent it is responsible for the cause of such suspension pursuant to Clause 12 hereof.

11. Regulatory Duties; Compliance with Legal Requirements

(1) The Customer represents and warrants that it is in compliance with all Regulatory Duties at the time of entering into the db-eBills Agreement and shall continue to be in compliance

therewith during the entire term of the db-eBills Agreement. The Customer confirms that it has made its own independent assessment as to whether it is subject to any Regulatory Duties and as to whether to enter into the db-eBills Agreement.

(2) Deutsche Bank does not, by entering into the db-eBills Agreement or in any other way, assume any of the Regulatory Duties or any other duties of, and is in no way responsible or liable for their due fulfillment by, the Customer.

(3) The Customer agrees that Deutsche Bank may perform or omit to perform any acts whatsoever it is obliged to in order to comply with all the applicable laws or regulations or other legal or regulatory requirements, which might also affect the provision of any of the Services. If any such obligation of Deutsche Bank requires an amendment to the db-eBills Agreement, Deutsche Bank shall notify the Main Customer (acting for itself and on behalf of any Customer Affiliate) thereof in writing and shall be entitled to request it to agree to such amendment (the agreement not to be unreasonably withheld, qualified or delayed).

12. Liability of Deutsche Bank

(1) In providing the Services, Deutsche Bank shall only be liable to the Customer or any Customer Affiliate for a breach of duty under or in connection with this Agreement to the extent that such liability results from the gross negligence or willful misconduct of Deutsche Bank, and in any case such liability shall be limited to those damages which could reasonably be foreseen by Deutsche Bank under the specific circumstances, but in no event extend to any loss of profit, consequential loss or any other form of indirect loss or punitive damages.

(2) The Customer and each Customer Affiliate shall be precluded from asserting a claim or liability against Deutsche Bank arising out of any act, omission or breach of any duty by Deutsche Bank under or in connection with this Agreement unless Deutsche Bank has received written notification of the claim or asserted liability within thirty (30) days from the date of the occurrence or event upon which such claim or asserted liability is based.

13. Liability of the Customer

(1) The Customer and each Customer Affiliate agrees to indemnify and hold Deutsche Bank and each of its officers, directors, employees, affiliates and agents (each "Indemnified Party") harmless from any expense, cost, loss or liability arising out of or in connection with the acts or omissions of the Customer or a Customer Affiliate or Deutsche Bank's performance of its obligations hereunder (except, as to any Indemnified Party, to the extent of such Indemnified Party's gross negligence or willful misconduct), including but not limited to the following:

(i) the Customer's or, as the case may be, such Customer Affiliate's breach of any of its warranties or representations contained in this Agreement, including, without limitation, any of its warranties or representations contained in Clause 11 (1) (Regulatory Duties, Compliance with Legal Requirements);

(ii) the Customer's or, as the case may be, such Customer Affiliate's breach of its obligations or duties provided in this Agreement (including, but without limitation, its Regulatory Duties pursuant to Clause 11 (1) above); or

(2) Clause 13(1) shall apply, in particular but without limitation, to any such expense, cost or liability arising from:

(i) provision of any incorrect, incomplete or inaccurate Customer information in connection with the Services; or

(ii) access to any of the Services or db-eBills by an individual who is not a User, but has used User Verification Data.

14. Notices

(1) Except as otherwise provided herein, notices under the db-eBills Agreement must be sent to the address specified by the Customer and Deutsche Bank in the applicable CIK.

(2) Any change of address shall be notified in writing by Deutsche Bank or the Main Customer (acting for itself and on behalf of the Customer Affiliates), as the case may be, to the respective other party, which shall become effective five (5) days after such notice is received, and Deutsche Bank shall issue the revised parts of the applicable CIK reflecting the change.

15. Relationship to Other Agreements

The db-eBills Agreement shall exclusively govern the relationship between the Customer and Deutsche Bank in respect of the use of db-eBills and the provision of the Services. The individual account agreement(s) for bank account(s) with Deutsche Bank or any other agreements with Deutsche Bank (other than the db-eBills Agreement) shall remain in full force and effect and unaffected by the terms and conditions of the db-eBills Agreement.

16. Amendments

(1) The Main Customer (for itself and on behalf of any Customer Affiliates) and Deutsche Bank may from time to time amend or modify (i) the Agreement on the Use of db-eBills, (ii) any applicable Special Terms and Conditions and/or (iii) the applicable CIK by written agreement. Such amendment or modification, including any amendment or waiver of this Clause 16 shall only be valid if made in writing and signed by the Main Customer and Deutsche Bank.

(2) Any of the Reference Guides may be modified or amended at any time by Deutsche Bank by issuing a new version of the respective Reference Guide or otherwise giving instructions or requests pertaining to the contents of any of the Reference Guides. In case of any such modification or amendment, Deutsche Bank will notify the Main Customer (acting for itself and on behalf of any Customer Affiliates) in writing or by e-mail to the address or e-mail address respectively specified in the applicable CIK of any such modification or amendment. Any such modification or amendment shall be deemed to have been approved if the Main Customer (acting for itself and on behalf of any Customer Affiliates) does not object thereto in writing; the objection must be received by Deutsche Bank within one month after receipt by the Main Customer of the notification of the modification or amendment. Upon notification of such modification or amendment Deutsche Bank shall expressly draw the Customer's attention to this consequence.

17. Extension to Customer Affiliates; Appointment of Main Customer as Agent

(1) The extension of any of the Services to an affiliate of the Main Customer requires such affiliate to accede to the db-eBills Agreement between the Main Customer and Deutsche Bank by entering into an Accession Agreement in the form as specified in the applicable CIK. Upon acceding to the db-eBills Agreement, such affiliate of the Main Customer shall become a Customer under this Agreement.

(2) Should the accession to this Agreement of a Customer Affiliate pursuant to Clause 17 (1) not be effective or become ineffective, the validity of this Agreement with respect to the remaining Parties shall not be affected.

(3) Pursuant to the terms of the Accession Agreement, such Customer Affiliate appoints the Main Customer as its agent to issue and receive all declarations and to perform all actions provided for in the db-eBills Agreement or considered by it to be necessary or useful in connection therewith. Each of the Main Customer and any Customer Affiliate hereby warrants and represents to Deutsche Bank that, in connection with such appointment, the Main Customer and the respective Customer Affiliate have performed any acts, made any disclosures, and given any consents necessary to release the Main Customer from any restriction under any law against self-dealing or similar restrictions which would otherwise render its acting on behalf of a Customer Affiliate ineffective.

18. Governing Law; Choice of Forum

(1) The db-eBills Agreement shall be governed by and construed in accordance with the law of the State of New York without regard to its conflict of laws principles which would make the laws as any other jurisdiction applicable to the db-eBills Agreement, and any dispute arising out of or relating to the matters contemplated by the db-eBills Agreement shall be determined pursuant to such law.

(2) In the event of any litigation arising out of or relating to db-eBills Agreement or to the matters contemplated by the db-eBills Agreement, Deutsche Bank, the Customer and each Customer Affiliate hereby submit to the jurisdiction and venue of all state and federal courts located in the State of New York, City and County of New York (which jurisdiction and venue shall be exclusive except in an action brought by Deutsche Bank against a Customer Affiliate organized or located outside the United States), and the Customer and each Customer Affiliate agree that such courts are convenient forums. The Customer and each Customer Affiliate irrevocably submit to the personal jurisdiction of such courts. The Customer and each Customer Affiliate waive personal service of process and consent that service of process upon it may be made by certified mail or registered mail, return receipt requested, or by any reputable overnight delivery service (such as Federal Express or DHL) directed to the Customer at its address in the applicable CIK or in Deutsche Bank's records.

(3) THE PARTIES EACH WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE DB-EBILLS AGREEMENT.

19. Enforcement Expenses; Legal Fees

The Customer and each Customer Affiliate agree, jointly and severally, to pay all costs and expense, including fees and expense of counsel, incurred by Deutsche Bank in connection with (i) the administration and/or enforcement of the db-eBills Agreement or any rights or security interests of Deutsche Bank thereunder, (ii) the exercise by Deutsche Bank of any remedies thereunder, (iii) the protection or preservation of any security interest granted to Deutsche Bank thereunder or in connection therewith and/or (iv) the collection of amounts payable by the Customer or Customer Affiliate thereunder. Except as provided in the preceding sentence, each Party waives the right to seek payment of such Party's legal fees from any other Party in connection with the db-eBills Agreement or any matter or transaction thereunder.

20. Severability; Entire Agreement; Force Majeure

(1) Should any provision of the db-eBills Agreement, or any provision incorporated therein in the future, be or become invalid or unenforceable, the validity of the remaining provisions of the db-eBills Agreement and db-eBills Agreement itself shall remain in force and effect. The same applies if the db-eBills Agreement contains any omissions.

(2) The db-eBills Agreement represents the entire agreement between the parties thereto with respect to its subject matter and supersedes all prior agreements or communications pertaining thereto.

(3) The Claiming Party shall be excused from the performance of any of its obligations under the db-eBills Agreement to the Non-Claiming Party for any period and to the extent (including a period and to the extent reasonable to commence performance) that the Claiming Party is prevented from performing any obligation under the db-eBills Agreement in whole or in part, as a result of delays or hindrances caused by any circumstances beyond the reasonable control and foreseeability of the Claiming Party including, without limitation, delays or hindrance caused by the Non-Claiming Party, an act of God, earthquake, fire, flood, war, civil, industrial or military disturbance, sabotage, terrorism, epidemic, riot, loss or malfunction of utilities or communication services, court order, act of civil or military authority, or governmental, judicial or regulatory action. The Claiming Party shall promptly notify the Non-Claiming Party of the nature and

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extent of the circumstances giving rise to the delay or non-performance claim made under this Clause 20(3).

Definitions Schedule

In this Agreement on the Use of db-eBills, the following words and expressions and abbreviations have the following meanings, unless the context otherwise requires:

- "Accession Agreement"** means the accession agreement entered into by Deutsche Bank, the Main Customer and any Customer Affiliate pursuant to Clause 17.
- "Agreement on the Use of db-eBills"** means these general terms and conditions applicable to Services provided in connection with db-eBills.
- "Biller"** means any customer of Deutsche Bank eligible for using db-eBills in the capacity as biller.
- "Biller Services"** means the services and functions available to a Customer in its capacity as Biller in connection with db-eBills relating to the creation and processing of invoices (including, if so selected by the Customer, the creation and processing of invoices in respect of Email Billing Recipients and/or the provision of qualified electronic signatures to invoices) as further described in the Biller Services – Special Terms and Conditions and the db-eBills Reference Guide.
- "Biller Services – Special Terms and Conditions"** means the special terms and conditions applicable to Biller Services.
- "Certification Authority"** means an external service provider recognised by the competent public authority issuing the private and public keys of the qualified certificate in connection with the provision of the Digital Signature.
- "Claiming Party"** means the Customer or Deutsche Bank, as the case may be, claiming the occurrence of circumstances as set forth in Clause 20(3).
- "Customer"** means the Main Customer and any Customer Affiliate.
- "Customer Affiliate"** means any affiliate of the Main Customer according to the db-eBills Agreement pursuant to Clause 17.
- "Customer Implementation Kit(s)"** or **"CIK(s)"** means the documents designated as CIK respectively, specifying certain details regarding the organisational and technical set-up for the use of selected Services of db-eBills in respect of the Main Customer (as set forth on page 1 of the db-eBills Agreement) or any Customer Affiliate, as applicable for (i) Biller Services, (ii) Payer Services, (iii) Supplier Financing Services, and/or (iv) for such other services as agreed between the Parties from time to time.
- "Customer Information"** means any data, file or information (i) created or (ii) made available to, or requested from, Deutsche Bank, in connection with db-eBills and/or the provision of the Services, including, without limitation, (a) the identity of any Customer, (b) the date, format, content and other information related to an invoice and (c) the respective processing rules.
- "Deutsche Bank"** means Deutsche Bank AG, New York Branch as defined on page 1 of the db-eBills Agreement.
- "db-eBills"** means the technical platform (including the Website and any conversion tools) operated by, or on behalf of, Deutsche Bank for the electronic processing of invoices, debit and credit notes and related information.
- "db-eBills Agreement"** means the agreement entered into between Deutsche Bank and the Customer in respect of the provision of the Services by Deutsche Bank as specified (i) in respect of the Main Customer, on page 1 of the db-eBills Agreement, and (ii) in respect of any Customer Affiliate, in the relevant Accession Agreement, and (iii) such other services and functions as agreed between Deutsche Bank and the Customer from time to time.
- "db-eBills Reference Guide"** means the reference guide setting out the functions of, and the operating guidelines relating to the Services in connection with, db-eBills other than Supplier Financing Services.
- "Digital Signature"** means a qualified electronic signature created on the basis of a qualified certificate assigned to an individual person (acting insofar also as attorney of the Customer) provided by a Certification Authority.
- "Effective Date"** means the date on which the db-eBills Agreement has been duly executed by both the Main Customer and Deutsche Bank.
- "Email Billing Recipient"** means any addressee of an invoice identified by the Customer in its capacity as Biller to Deutsche Bank as a recipient of invoices in connection with the Email Billing function of db-eBills.
- "Email Billing Services"** means the services and functions available to a Customer in its capacity as Biller in connection with db-eBills relating to the creation and processing of invoices in respect of Email Billing Recipients as further described in the Biller Services – Special Terms and Conditions and the db-eBills Reference Guide.
- "Fundamental Duties"** means the duties of Deutsche Bank under the db-eBills Agreement which facilitate the orderly performance of the db-eBills Agreement and in the fulfilment of which the Customer may trust.
- "Invoice"** means any electronic invoice, or debit or credit note created and/or processed by db-eBills on the basis of Customer information provided to Deutsche Bank by the Customer in its capacity as Biller.
- "Invoice Authentication"** means the authentication of the PDF Invoice (including the Digital Signature) by the relevant Payer or Email Billing Recipient, as the case may be, as further described in the db-eBills Reference Guide.
- "Invoice Recipient"** means the Payer or Email Billing Recipient, as the case may be, to which Signed Invoices will be made available in connection with the Biller Services.
- "Main Customer"** means the entity identified as such on page 1 of the db-eBills Agreement.
- "Non-Claiming Party"** means either the Customer or Deutsche Bank, as the case may be, other than the Claiming Party.
- "Payer"** means any customer of Deutsche Bank eligible for using db-eBills in the capacity as payer.
- "Payer Services"** means the services and functions available to a Customer in its capacity as Payer in connection with db-eBills relating to the processing and payment (excluding credit notes) of invoices (including, if so selected by the Customer, the scanning and recognition of paper based invoices) as further described in the Payer Services – Special Terms and Conditions and the db-eBills Reference Guide.

"Payer Services – Special Terms and Conditions" means the special terms and conditions applicable to Payer Services.

"PDF Invoice" means – for the purposes of the Signing Services – a facsimile document of the invoice in PDF format, which is created by db-eBills on the basis of the Customer information provided to Deutsche Bank by the Customer in its capacity as Biller.

"Reference Guides" means the db-eBills Reference Guide, the Supplier Financing Reference Guide and the SFTM Reference Guide.

"Regulatory Duties" means the obligations, requirements, restrictions and other conditions under applicable laws or regulations to which the Customer is subject in connection with, and/or which govern or are related to, the entering into, and performance of, the db-eBills Agreement and the use of any of the Services, in particular, but without limitation, (i) the access to, or the use of, db-eBills and the Services, (ii) the transfer of Customer information to Deutsche Bank, and (iii) the payment initiation of the invoices through db-eBills.

"SFTM Reference Guide" means the reference guide setting out the functions of, and the operating guidelines relating to, Secure File Transfer Mechanism (SFTM) Services for db-eBills.

"Secure File Transfer Mechanism (SFTM) Services" means the services and functions available to a Customer in connection with db-eBills relating to the access to db-eBills using a secure file transfer method and as further described in the SFTM Special Terms and Conditions, the CIK and the SFTM Reference Guide.

"SFTM Special Terms and Conditions" means the special terms and conditions applicable to Secure File Transfer Mechanism (SFTM) Services for db-eBills.

"Security Measures" means the security requirements and procedures in relation to the Services and the use of db-eBills set forth in the applicable Reference Guide(s).

"Services" means the services provided by Deutsche Bank through, and in connection with, db-eBills as specified (i) in respect of the Main Customer, on page 1 of the db-eBills Agreement, and (ii) in respect of any Customer Affiliates, in the relevant Accession Agreement; and (iii) such other services as agreed between Deutsche Bank and the Customer from time to time.

"Signed Invoice" means the PDF Invoice and the Digital Signature, which is made available for download through db-eBills by the Customer in its capacity as Biller and/or the relevant Invoice Recipient.

"Signing Services" means the services and functions available to a Customer in its capacity as Biller in connection with db-eBills relating to the provision of qualified electronic signatures to invoices as further described in the Biller Services – Special Terms and Conditions and the db-eBills Reference Guide.

"Special Terms and Conditions" means the special terms and conditions applicable to the Services and shall include (i) the Biller Services – Special Terms and Conditions, (ii) the Payer Services – Special Terms and Conditions, (iii) the SFTM Special Terms and Conditions, (iv) the Supplier Financing Services – Special Terms and Conditions, and/or (v) the special terms and conditions relating to such other services and functions as provided by Deutsche Bank in connection with db-eBills from time to time.

"Supplier Financing Reference Guide" means the reference guide setting out the functions of, and the operating guidelines relating to, Supplier Financing Services.

"Supplier Financing Services" means the services and functions available to a Customer in connection with db-eBills relating to the sale from a Customer in its capacity as Biller to Deutsche Bank of its claims against Payers.

"Supplier Financing Services – Special Terms and Conditions" means the special terms and conditions applicable to Supplier Financing Services.

"User" means any individual who is authorised by a Customer to use db-eBills.

"User Verification Data" means any User ID, password, personal identification number (PIN), smart cards, digital signatures, digital certificates, cryptographic keys or other data or devices intended to verify a User's authorisation to use db-eBills.

"Website" means the commercial website operated and maintained by Deutsche Bank through which db-eBills is accessible by the Customer via the internet.

db-eBills
db-Supplier Finance – Special Terms and Conditions

1. General

(1) The following special terms and conditions (including the Country Conditions) are supplemental to the general terms and conditions applicable to the use of db-eBills as set out in the Agreement on the Use of db-eBills in respect of Supplier Financing Services provided by Deutsche Bank to the Customer.

(2) In addition to the words, expressions and abbreviations defined in the Agreement on the use of db-eBills shall, except where the context requires otherwise, the following words, expressions and abbreviations have the following meaning:

"Additional Country Criteria" means the criteria set out in the Country Conditions applicable in respect of a Claim subject to such Country Conditions.

"Applicable Day Count Fraction" means the day count fraction applicable to the currency of the Discounted Claim as further described in the Supplier Financing Reference Guide.

"Banking Business Days" means a day on which banks are open for business at the location of the Relevant DB Branch.

"Claim" means any and all present and future indebtedness coming or having come into existence prior to the termination of the Supplier Financing Services and owed or purported to be owed to the Customer by a Client under or in connection with a Transaction Contract for goods or services purchased by the Client from the Customer pursuant to the Transaction Contract (including but not limited to any sales taxes or VAT in respect of any amounts so owed).

"Claim Information" means the following information in respect of each Claim accessible by the Customer through the Website: (i) Client Information, (ii) Indicative Net Amount, (iii) Indicative Discount Amount, (iv) Tenor and (v) Indicative Discount Rate.

"Client" means any person required to make a payment under or in connection with a Transaction Contract.

"Client Information" means the following information received by Deutsche Bank from the Client: (i) Customer's full name, (ii) Client's full name, (iii) Customer's Identification Data, (iv) nominal amount of Claim, (v) currency of Claim, (vi) Maturity Date, (vii) number of the invoice relating to a Claim and (viii) Customer SF Account details

"Client Countries" means the country or countries specified in the CIK as amended from time to time by the parties.

"Country Conditions" means the further conditions applicable to any purchase and assignment of Claims by Deutsche Bank from the Customer which are contained in the annex(es) to this Supplier Financing Agreement identified as "Country Conditions" and which are relevant to the country or jurisdiction whose laws govern the Transaction Contract relating to the relevant Claim(s) and the Client Countries (where relevant).

"Customer SF Account" means the Customer's bank account specified by the Customer in the CIK for the receipt of payments in respect of a Claim.

"Customer's Identification Data" means any data identifying the Customer.

"Cut Off Time" means 12.00 p.m. (noon) on any Banking Business Day at the location of the Relevant DB Branch.

"Discount Acceptance" means the Relevant DB Branch's acceptance of a Discount Request.

"Discount Amount" means an amount calculated by multiplying the nominal amount of a Claim with (i) the Discount Rate and (ii) the Tenor divided by the denominator of the Applicable Day Count Fraction.

"Discount Payment Date" means the date on which the Net Amount is paid to the Customer which shall be a Banking Business Day no later than three (3) Banking Business Days after the Discount Acceptance.

"Discount Rate" means the Indicative Discount Rate as adjusted in respect of any Discount Request received by the Relevant DB Branch prior to the Cut-Off Time on the date of the Discount Acceptance due to the determination of EURIBOR (in case of a Euro denominated Claim) or LIBOR (in case of a USD or CAD denominated Claim) on the date of the Discount Acceptance.

"Discount Request" means the Customer's offer to the Relevant DB Branch to sell and assign a Claim for which Claim Information has been posted on the Website to the Relevant DB Branch on the basis of the Discounting Terms and the applicable Discount Amount, Discount Rate and Net Amount.

"Discount Request Cancellation" means the Customer's revocation of a Discount Request.

"Discounted Claim" means any Claim which is sold and assigned or purported to be sold and assigned to Deutsche Bank in accordance with this Supplier Financing Agreement.

"Discounting" means the purchase and assignment of a Claim together with the Related Collateral pursuant to the terms of the Supplier Financing Agreement.

"Discounting Notice" means a notification by email from the Relevant DB Branch to a Client that a Claim against such Client has been sold and assigned to the Relevant DB Branch substantially in the form set out in the annex attached hereto or as otherwise specified in the relevant Country Conditions.

"Discounting Terms" means the terms and conditions set out in Clause 4 of these db-Supplier Finance – Special Terms and Conditions.

"Indicative Discount Amount" means the indicative (non-binding) amount calculated by multiplying the nominal amount of a Claim with (i) the Indicative Discount Rate and (ii) the Tenor divided by the denominator of the Applicable Day Count Fraction, as displayed on the Website for information purposes only and for access by the Customer as further described in the Supplier Finance Reference Guide.

"Indicative Discount Rate" means the indicative (non-binding) discount rate expressed as a percentage updated from time to time as displayed on the Website for information purposes only and for access by the Customer as further described in the Supplier Finance Reference Guide, which consists of the sum of (a) the discount margin expressed as a percentage and (b) EURIBOR (in case of a Euro-denominated Claim) or LIBOR (in case of a USD or CAD denominated Claim).

"Indicative Net Amount" means the indicative (non-binding) purchase price of a Claim calculated by subtracting the indicative Discount Amount from the nominal amount of a Claim

as displayed on the Website for information purposes only and for access by the Customer as further described in the Supplier Finance Reference Guide.

"LIBOR" means (i) the interest rate that appears on REUTERS page LIBOR01 at approx. 12:00 p.m. at the location of the relevant DB Branch, based on a maturity that corresponds to the mean weighted maturity of the discounted Claims or (ii) if no interest rate is so quoted for such maturity, the interest rate determined by interpolation on a linear basis using the next longer and the next shorter interest period quoted.

"Maturity Date" means the date on which the Client's payment to the Customer under a Claim is due.

"Net Amount" means the purchase price of a Claim calculated by subtracting the Discount Amount from the nominal amount of the Claim.

"Person" means a natural person, corporation, limited liability company, limited partnership, general partnership, association, unincorporated association, trust or other type of entity or a government or any political subdivision, agency or instrumentality thereof.

"Related Collateral" has the meaning ascribed to it in the relevant Country Conditions.

"Relevant Countries" means the countries specified in the CIK.

"Relevant DB Branch" means Deutsche Bank AG acting through its respective branch as specified in the CIK.

"State" has the meaning given to such term in Section 9-102(a)(76) of the UCC.

"Supplier Financing Agreement" means the framework agreement relating to the Supplier Financing Services for the Discounting of Claims constituted by the Agreement on the Use of db-eBills and these Supplier Financing – Special Terms and Conditions.

"Tax" means any present or future tax, levy, impost, duty, assessment, fee or other charge or withholding of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority.

"Tenor" means the number of days from the Discount Payment Date to the Maturity Date.

"Transaction Contract" means the contract between the Customer and the Client pursuant to which the Client purchases goods or obtains services from the Customer.

"UCC" means the Uniform Commercial Code (or any successor statute) in effect in the State of New York and in any other domestic or foreign jurisdiction whose law is relevant to the validity, perfection, effect of perfection or priority of the interest of the Relevant DB Branch in the Discounted Claims. References herein to sections of the UCC shall include any corresponding sections of any amended UCC or successor statute. In addition, where the context so requires, any term defined herein by reference to the UCC shall also have any extended, alternative or analogous meaning given to such term in Canadian and other foreign personal property security laws. In all cases for the extension, preservation or betterment of the rights of Deutsche Bank.

"VAT" means any value added tax payable in Germany and/or any other jurisdiction.

(3) The annexes to the Supplier Financing Agreement form an integral part hereof.

2. Scope of Supplier Financing Services; Set-up of Supplier Financing

(1) Deutsche Bank shall provide the Supplier Financing Services through the Website whereby the Customer can, *inter alia*: (i) access Claim information, (ii) make a Discount Request to the Relevant DB Branch, (iii) cancel a Discount Request, (iv) receive the Relevant DB Branch's Discount Acceptance or rejection of a Discount Request, (v) access certain information regarding the status of the Discounting and/or the payment in respect of a Claim, (vi) make inquiries with respect to certain information relating to a Claim and (vii) receive certain reports, each in accordance with the Supplier Financing Agreement and as further described in the Supplier Finance Reference Guide.

(2) The provision of the Supplier Financing Services through db-eBills is subject to the fulfillment by the Customer of the relevant set-up requirements set forth in the Supplier Financing Reference Guide.

3. Information

(1) The Customer may access any Claim information on the Website for the time period specified in the Supplier Financing Reference Guide.

(2) The Customer agrees that:

(i) any Client information made available to the Customer by Deutsche Bank through the Website is solely based on the information made available by the Client to Deutsche Bank and Deutsche Bank shall, therefore, not be under any obligation to authenticate or verify any such Client information or be responsible in any way for the correctness of the Client information so presented; and

(ii) the Indicative Net Amount, Indicative Discount Amount and Indicative Discount Rate are for information purposes only, are not binding and may differ from the Net Amount, Discount Amount and Discount Rate applicable at the time a Discount Acceptance is made (due to a change in EURIBOR or LIBOR, as the case may be).

(3) The Customer shall verify (i) the correctness and completeness of each Discount Acceptance received by the Customer and (ii) monitor and reconcile receipt of the relevant Net Amount in respect of a Discounted Claim in the relevant Customer SF Account. The Customer shall promptly notify Deutsche Bank of any incorrectness of the Discount Acceptance or any incorrectness or failure of receipt of the relevant Net Amount.

4. Discounting Terms

(1) During the term of the Supplier Financing Services and subject to the terms of the Supplier Financing Agreement, the Customer may offer to Deutsche Bank on any Banking Business Day any Claim (together with any Related Collateral) for purchase and assignment by submitting a Discounting Request to Deutsche Bank as further described in the Supplier Financing Reference Guide. Each Discounting Request shall include the Claim information relating to the offered Claims and shall constitute an offer of the Customer to sell and assign title to the offered Claims and the Customer's interest in the Related Collateral to Deutsche Bank and a representation by the Customer that the representations and warranties set out in Clause 8 of these db-Supplier Finance – Special Terms and Conditions below are true and correct and will be true and correct at the time the Net Amount will be paid.

(2) The Customer may revoke a Discounting Request at any time prior to the Discount Acceptance by the Relevant DB Branch by submitting a Discount Request Cancellation as further described in the Supplier Finance Reference Guide.

(3) Deutsche Bank may accept any Discounting Request on any Banking Business Day pursuant to the terms of the Supplier Financing Agreement by submitting a Discount Acceptance to the Customer as further described in the Supplier Financing Reference Guide.

(4) The Customer hereby waives receipt of the Discount Acceptance.

(5) Any purchase of Claims by the Relevant DB Branch in connection with the Supplier Financing Services shall be on a non-recourse basis; provided that the Relevant DB Branch shall have full recourse against the Customer for breach of any representation, warranty or agreement made by the Customer.

(6) On the Discount Payment Date, the Relevant DB Branch shall pay the Customer the Net Amount in respect of a Discounted Claim by a credit to the Customer SF Account.

5. Assignment and Transfer of Claims and Related Collateral; Notification of Client

(1) The assignment and transfer(s) of any Claim and the Related Collateral shall be subject to, and shall be effected in accordance with, the relevant Country Conditions and shall become effective upon the payment of the Net Amount to the Customer SF Account.

(2) Should any further statements or actions, including execution and delivery of documents, become necessary for the validity or effectiveness of the assignment(s) and transfer(s) of, and/or to enforce the Discounted Claims and/or the interest of Deutsche Bank in the Related Collateral, the Customer, at its expense and after consultation with the Relevant DB Branch, will issue such statements, take such actions or arrange for such actions to be taken without undue delay upon Deutsche Bank's request. Without limiting the foregoing, the Customer shall, at its expense, perform all steps requested at any time and from time to time by the Relevant DB Branch to perfect, maintain, protect, and enforce Deutsche Bank's ownership interest in each Discounted Claim, including, without limitation: (i) executing and filing, at the request of the Relevant DB Branch and in any office(s) specified by the relevant DB Branch, any UCC financing or continuation statements (or analogous documentation under Canadian and other foreign personal property security laws), and amendments thereof, in form and substance satisfactory to the Relevant DB Branch (and the Customer hereby authorizes the Relevant DB Branch to file any such UCC financing statement, continuation statement or amendment (or analogous documentation under Canadian and other foreign personal property security laws) deemed necessary or appropriate by the Relevant DB Branch); (ii) delivering to Deutsche Bank the originals of all invoices and other instruments and documents relating to Discounted Claims, endorsed or assigned, if so specified by the Relevant DB Branch, to Deutsche Bank without restriction; (iii) placing notations on the Customer's books of account to disclose the Deutsche Bank's interest in the Discounted Claims; (iv) delivering to the Relevant DB Branch all letters of credit on which the Customer is named beneficiary and which provide for or relate to payment of a Discounted Claim and causing Deutsche Bank to have "control" (within the meaning of Section 9-107 of the UCC) of all letter of credit rights relating thereto; (v) taking all steps requested by Deutsche Bank to grant the Deutsche Bank "control" (within the meaning of Sections 8-106, 9-108 and 9-104 of the UCC) of all deposit accounts established by Deutsche Bank for the Customer in which payments of

Discounted Claims are deposited; and (vi) taking such other steps as are deemed reasonably necessary or desirable by the Relevant DB Branch to maintain and protect Deutsche Bank's ownership interest in the Discounted Claims and Deutsche Bank's interest in the Related Collateral. To the extent permitted by applicable law, Deutsche Bank may file, without the Customer's signature, one or more UCC financing statements (or analogous documentation under Canadian and other foreign personal property security laws) disclosing Deutsche Bank's ownership interest in Discounted Claims, which financing statement(s) may state that they cover "all accounts purchased from time to time by Deutsche Bank AG" of the Customer and Deutsche Bank's interest in the Related Collateral.

(3) If an assignment or transfer of a Discounted Claim and/or the Related Collateral is not, or not yet, possible or effective, the Customer will hold and administer such rights in trust on behalf of the Relevant DB Branch. The Customer will indemnify the Relevant DB Branch for any losses, costs, damages or expenses arising therefrom.

(4) The Customer confirms that the Relevant DB Branch may at any time in its sole discretion, without the consent of or any notice to the Customer:

(i) sell, assign and/or transfer to a third party, in whole or in part, any Discounted Claim, the Relevant DB Branch's interest in the Related Collateral and all rights acquired in respect thereof under this Supplier Financing Agreement; and/or

(ii) notify at any time the relevant Client of the sale and assignment to the relevant DB Branch of a Discounted Claim against the Client, which notice may be generated automatically and sent electronically to the Client substantially in the form of a Discount Notice.

(5) If the purpose of the provision of the Related Collateral ceases to exist, the Relevant DB Branch will, at the Customer's request and expense, return or retransfer any remaining Related Collateral to the Customer.

6. Representations and Warranties

(1) The Customer represents and warrants to the Relevant DB Branch that (and repeats such representations and warranties on each Discount Payment Date):

(i) it is duly organized and validly existing under the laws of its jurisdiction of formation and is duly qualified and authorized to engage in business in each jurisdiction where the ownership by it of property or the conduct by it of business makes such qualification and authorization necessary, except where the failure to be so qualified and authorized would not have a material adverse effect on the Customer or on the validity, enforceability or collectability of Discounted Claims or Deutsche Bank's ownership interest therein.

(ii) pursuant to Section 7 (Approval of Deutsche Bank Agreement) of the order of the Ontario Superior Court of Justice (Commercial List) dated January 30, 2009 (the "CCAA Order"), it has full power and authority to enter into and perform its obligations under the Supplier Financing Agreement and has taken all necessary steps to authorize the entering into, and the performance of its obligations in connection with, the Supplier Financing Agreement;

(iii) pursuant to Section 7 (Approval of Deutsche Bank Agreement) of the CCAA Order, the Supplier Financing Agreement and each assignment and transfer relating thereto will, when made, constitute its legal, valid and binding obligations enforceable in accordance with their respective terms;

(iv) all necessary authorisations have been granted for entering into, and performing the obligations in connection with, any Transaction Contract and the transaction contemplated thereby in respect of a Discounted Claim;

(v) all necessary steps have been taken to ensure that the Client can make any payments in respect of a Discounted Claim in the currency of the Discounted Claim and in freely available and freely transferable funds at the location of the Relevant DB Branch and in accordance with the laws of the Client Country (including any foreign exchange or currency control regulations);

(vi) the Transaction Contract and the Supplier Financing Agreement and the transactions contemplated thereby and their implementation in respect of a Discounted Claim have been approved by all pertinent governmental authorities in the relevant Customer's country (or no such approvals are required) and do not contravene any applicable laws, and the execution, delivery or performance by the Customer of the Transaction Contract or the Supplier Financing Agreement, and the sale by the Customer to Deutsche Bank of any Discounted Claim, does not violate any such applicable law, any orders, judgments or decrees of any court or governmental agency or of any contract or agreement to which the Customer is a party;

(vii) the Customer has fulfilled its obligations under the Transaction Contract in respect of any Discounted Claim and the deliveries and/or services underlying a Discounted Claim have been provided in full and as contractually agreed;

(viii) any dispute resulting from, or in connection with, the Transaction Contract in respect of a Discounted Claim shall be settled between the Customer and the Client at no cost or expense to Deutsche Bank and shall not affect the validity, effectiveness, enforceability, amount and Maturity Date of such Discounted Claim or Deutsche Bank's interest therein;

(ix) the Customer's CIK correctly sets forth: (i) the Customer's jurisdiction of formation, its form of organization (e.g. corporation, limited liability company, limited partnership), and its organizational identification number, if any, (ii) the location of the Customer's chief executive office, principal place of business and center of main interest and (iii) its full and complete legal name, as set forth in its organizational documents, and any other name it had in the preceding five years, and (iv) any trade name or other name under which it is doing business; and

(x) pursuant to Section 7 (Approval of Deutsche Bank Agreement) of the CCAA Order, upon the payment by Deutsche Bank of the Discount Amount in respect of a Claim, Deutsche Bank shall have a valid and (upon filing of UCC financing statements, or analogous documentation under Canadian and other foreign personal property security laws, with respect thereto) perfected ownership interest in such Discounted Claim, subject to no other lien, security interest or other interest.

(2) In respect of each Claim subject to a Discount Request, the Customer represents and warrants to the Relevant DB Branch that (and repeats such representations and warranties on the relevant Discount Payment Date):

(i) such Claim constitutes the legal, valid and binding obligations of the Client owed in the amount, on the terms and at the Maturity Date set forth in the Claim Information and is enforceable without any restrictions and free of any defences, offsets, deductions;

(ii) such Claim shall be denominated and payable in any of the currencies set out in Annex 5 of the CIK and arise from a

Transaction Contract governed by the laws of one of the Relevant Countries;

(iii) [intentionally deleted]

(iv) pursuant to Section 7 (Approval of Deutsche Bank Agreement) of the CCAA Order, such Claim and its Related Collateral are freely and validly assignable and transferable to Deutsche Bank, and following the assignment and transfer pursuant to the relevant Country Conditions the title to any such Claim, and the Customer's interest in all Related Collateral, will be effectively vested in Deutsche Bank in full, free and clear of any security interests, liens, hypothecs or other encumbrances or adverse claims (other than the interest of Deutsche Bank therein);

(v) such Claim is not and will not be contested by the Client obligated thereon and such Client has no rights of setoff or recoupment in respect of such Claim;

(vi) to the best of the Customer's knowledge, the Client obligated on such Claim has not suspended payments of its obligations, has not defaulted on any payments of its obligations and has not filed any petition for relief under any bankruptcy, reorganization or insolvency laws of any jurisdiction;

(vii) the Client obligated on such Claim is located in one of the Client Countries;

(viii) such Claim complies with the Additional Country Criteria;

(ix) each copy of an invoice delivered to the Relevant DB Branch by the Customer with respect to such Claim is a genuine copy of the original invoice sent to the Client named therein; and

(x) such Claim constitutes an "account" as defined in Section 9-102(a)(2) of the UCC.

7. Undertakings of the Customer

The Customer hereby agrees and undertakes that:

(1) the Customer will not enter into any agreement or arrangement with the Client (including the grant of any credit, discount, deduction or extension) which may affect the validity of any Discounted Claim, its amount, due date or enforceability;

(2) except for the assignment thereof to Deutsche Bank, the Customer will not, after the date hereof, (i) create or permit to subsist any security interest over any Discounted Claim or all or any of the Customer's rights, title and interest in any Discounted Claim, (ii) assign, transfer or otherwise deal with any of its rights in respect of any Discounted Claim or (iii) permit or authorize the filing of any UCC financing statement (or analogous documentation under Canadian and other foreign personal property security laws) covering any Discounted Claim, except for UCC financing statements (or analogous documentation under Canadian and other foreign personal property security laws) naming Deutsche Bank as secured party;

(3) the Customer will ensure that all necessary authorisations for concluding and performing the Transaction Contract, the transactions contemplated thereby and for the Client providing freely available and transferable currency of the respective Discounted Claim in the location of the Relevant DB Branch, in accordance with the law of the Client Country, for a Discounted Claim, have been granted and that these authorisations shall continue to apply after the Relevant DB Branch has purchased the Claims;

(4) at any time, at the Customer's expense, the Customer will (i) provide the Relevant DB Branch with a copy of, or any

requested information or details of, the Transaction Contract in respect of a Discounted Claim and its implementation, (ii) allow the Relevant DB Branch to inspect the relevant files relating to any Discounted Claim and its Related Collateral and (iii) provide the Relevant DB Branch with copies of documents contained therein and to confirm that such copies conform to the original documents;

(5) It shall advise the Relevant DB Branch in the event that (i) any representation or warranty made by the Customer in Clause 6 of these db-Supplier Finance – Special Terms and Conditions is or proves to have been incorrect or inaccurate when made or repeated or (ii) in the event of any breach of any of the undertakings in this Clause 7, in each case as soon as the Customer becomes aware of such event;

(6) It will not submit any Discount Request unless: (i) Section 7 (Approval of Deutsche Bank Agreement) of the CCAA Order remains in effect, unamended; or (ii) it has notified Deutsche Bank in writing of the termination of, or any amendment of, Section 7 (Approval of Deutsche Bank Agreement) of the CCAA Order, and, thereafter, it has taken all necessary steps (to the satisfaction of Deutsche Bank in its sole discretion) to ensure that Deutsche Bank will obtain any Claim purchased hereafter, together with any Related Collateral, free and clear of any security interests, liens, hypothecs or other encumbrances or adverse claims (other than the interest of Deutsche Bank therein);

(7) It will not change the location of its chief executive office from that identified in the CIK or change its form of organization or jurisdiction of organization from that specified in the CIK, unless in each case it gives the Relevant DB Branch at least thirty (30) days' prior written notice thereof and executes any and all financing statements and other documents that the Relevant DB Branch requests in connection therewith; provided that no such change shall be made to a jurisdiction or location outside of the United States or Canada unless the Relevant DB Branch shall consent thereto in writing. The Customer shall at all times be and remain a "registered organization". The Customer shall not have more than one jurisdiction of formation.

(8) It will comply with the relevant Country Conditions;

(9) It shall notify the Relevant DB Branch, in writing, of the following matters at the following times:

(i) immediately after becoming aware of any violation of any law, statute, regulation, or ordinance of a governmental authority affecting the Customer or any of its subsidiaries or any transaction giving rise to a Discounted Claim which could reasonably be expected to have a material adverse effect on the Customer or on the validity, enforceability or collectibility of such Discounted Claim or Deutsche Bank's ownership interest therein;

(ii) any dispute with the Client regarding a Discounted Claim or any assertion by the Client obligated on a Discounted Claim of any defense, setoff or counterclaim to its obligation to pay such Discounted Claim;

(iii) any assertion by any Person (other than Deutsche Bank or its assignee) of title to or a security interest in a Discounted Claim; and

(iv) immediately, the termination of, or any amendment of, Section 7 (Approval of Deutsche Bank Agreement) of the CCAA Order.

8. Customer Indemnity

(1) Without limiting Clause 13 of the Agreement on the Use of db-eBills, the Customer shall indemnify the Relevant DB Branch against any damages, liabilities, costs, claims, losses and expenses (including legal fees) which Deutsche Bank may sustain as a result of:

(i) any representation or warranty made pursuant to Clause 6 of these db-Supplier Finance – Special Terms and Conditions proving to have been incorrect or misleading when made or repeated;

(ii) the breach of any undertaking pursuant to Clause 7 of these db-Supplier Finance – Special Terms and Conditions for which the Customer is responsible; and

(iii) any breach by the Customer of its obligations under any Transaction Contract for which the Customer is responsible.

(2) Notwithstanding Section 5.1, the amount that the Relevant DB Branch shall be entitled to claim under Clause 8 of these db-Supplier Finance – Special Terms and Conditions by reason of a breach of the Customer's representation and warranty in Clause 5(2)(i) of the db-Supplier Finance Special Terms and Conditions in respect of any Discounted Claim shall be (i) the amount by which any Claim affected by such breach, or any payment thereon, is reduced as a consequence of such breach, reduction or refusal (the "Reduced Amount") and (ii) interest thereon from the affected Claim's Maturity Date until the date of actual payment of the Reduced Amount (both before and after judgment, if any) accruing on a daily basis at the Discount Rate and (iii) reasonable costs incurred by the Relevant DB Branch (including, but not limited to, litigation costs) (the "Indemnified Amount"). If and to the extent possible, the Relevant DB Branch will, upon its receipt of the Indemnified Amount in full, re-assign and/or retransfer to the Customer (without recourse or any representation or warranty whatsoever) at the Customer's expense the relevant (part of the) Claim and the Related Collateral assigned and/or transferred to the Relevant DB Branch up to the Reduced Amount. The Relevant DB Branch shall not be liable for the validity or effectiveness of such re-assignment and retransfer.

9. Payments; Accounts

(1) The Customer agrees that the Relevant DB Branch will collect the payment of any Discounted Claim from the Client. Should, nonetheless, the Customer receive payments of any type with respect to any Discounted Claim then such payments shall be accepted by the Customer on behalf of and on trust for the Relevant DB Branch and transferred to the Relevant DB Branch without undue delay.

(2) The Customer shall not accept any promissory note or other instrument with respect to any Discounted Claim without the Relevant DB Branch's written consent. If the Relevant DB Branch consents to the acceptance of any such instrument, the Customer will promptly deliver any such instrument received by the Customer to the Relevant DB Branch, endorsed by the Customer to Deutsche Bank in a manner satisfactory in form and substance to the Relevant DB Branch.

(3) Any payments of the Customer to the Relevant DB Branch shall be made to the account and under the reference specified in the CIK.

(4) The Customer acknowledges that Deutsche Bank may enter into a paying agency arrangement with any Client relating to Claims not subject to a Discount Acceptance and agrees that as a consequence of such arrangement any change to the Customer SF Account shall only become effective upon receipt by Deutsche Bank of a written confirmation by the Client to Deutsche Bank acknowledging a corresponding change for the

purposes of the paying agency arrangement and such change is reflected in the CIK. The Customer agrees that Deutsche Bank shall be entitled to continue to effect payments with respect to any Discounted Claim to the original Customer SF Account, until the new Customer SF Account is reflected in the CIK.

10. Taxes

(1) All payments made by the Client to the Relevant DB Branch on any Discounted Claim shall be made without any deductions, charges, fees or withholding for any Tax unless required by law. If any deduction or withholding is required by law in respect of any such payment, the Customer will indemnify the Relevant DB Branch for the amount of any such deductions, charges, fees or withholding for any such Tax.

(2) The Customer will file all Tax returns, fulfill all other Tax related duties and obligations, will pay any Taxes when due to the competent tax authorities and will fulfill each of the foregoing duties and obligations in accordance with the applicable law (including applicable statements by the relevant tax authorities). The Customer shall inform the Relevant DB Branch of possible sales tax or excise tax (GST) claims or Tax payment requests by the relevant tax authorities without undue delay.

11. Governing Law; Choice of Forum; Service of Process

(1) The Supplier Financing Agreement shall be governed by, and shall be construed in accordance with, the law of the State of New York without regard to its conflict of laws principles which would make the laws of any other jurisdiction applicable to the Supplier Financing Agreement.

(2) Any legal action or proceeding arising under, relating to or with respect to the Supplier Financing Agreement or any transaction thereunder may be brought in courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York, and all appellate courts therefrom, and the Customer consents, for itself and each Customer Affiliate and in respect of its and each Customer Affiliate's property, to the exclusive jurisdiction of those courts in any such action or proceeding; provided, however, that Deutsche Bank shall also have the right to bring any such action or proceeding against the Customer or any Customer Affiliate or its assets (i) in the courts of any jurisdiction where the Customer or such Customer Affiliate is organized or domiciled or its assets are located or (ii) in the courts of any other jurisdiction which Deutsche Bank deems necessary or appropriate in order to enforce the Supplier Finance Agreement or the Customer's or any Customer Affiliate's obligations thereunder or any collateral therefor. The Customer, on its own behalf and on behalf of each Customer Affiliate, irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such courts in respect of this agreement or any document related hereto.

(3) The Customer, for itself and each Customer Affiliate hereby waives personal service upon it of any summons, complaint or other court process in any action or proceeding arising under or relating to the Supplier Finance Agreement or any transaction thereunder and agrees that all such service of process may be made upon it by registered or certified mail (return receipt requested) directed to the Customer at its address set forth in or pursuant to the CIK, and service so made shall be deemed to be completed ten (10) days after the same shall have been so deposited in the mails postage prepaid. Nothing contained herein shall affect the right of Deutsche Bank to serve legal process by any other manner permitted by applicable law.

12. Returned Goods

If a Client returns to the Customer any goods relating to any Discounted Claim, then the Customer shall promptly determine the reason for such return and shall promptly notify the Relevant DB Branch thereof. Each such notice shall indicate the reasons for the returns and the locations and condition of the returned goods. In the event any Client returns such goods to the Customer, the Customer, if so requested by the Relevant DB Branch, shall: (i) hold such returned goods in trust for the Relevant DB Branch; (ii) aggregate all such returned goods from all of its other property; (iii) dispose of such returned goods according to the written instructions of the Relevant DB Branch; and (iv) not issue any credits or allowances with respect thereto without the Relevant DB Branch's prior written consent. The Customer grants to Deutsche Bank a security interest in all such returned goods, which security interest shall secure an amount equal to the face amount of the related Discounted Claim plus interest thereon at the rate specified therein plus, without duplication, all amounts owing by the Customer to Deutsche Bank in respect of such Discounted Claim.

13. Reimbursements of Costs and Expenses; Indemnity

(1) Without limiting the Customer's obligations under Clause 10 of the Agreement on Use of db-eBills, the Customer agrees to pay to Deutsche Bank (which term shall in any event include the Relevant DB Branch), on demand, all reasonable costs and expenses that Deutsche Bank pays or incurs in connection with the administration and enforcement of the Supplier Financing Agreement, including, without limitation: (i) costs and expenses (including attorneys' fees and disbursements) paid or incurred to enforce Deutsche Bank's rights and interests thereunder and otherwise enforce the provisions of the Supplier Finance Agreement or to defend any claims made or threatened (x) against Deutsche Bank arising out of the transactions contemplated thereby, (y) by the Client in respect of its obligations under a Discounted Claim or (z) by any third party asserting an interest in a Discounted Claim; (ii) costs and expenses of lien searches; (iii) taxes, fees and other charges for filing UCC financing statements and continuation statements (or analogous documentation under Canadian and other foreign personal property security laws), and other actions to perfect, protect, and continue Deutsche Bank's interest in the Discounted Claims; (iv) sums paid or incurred to pay any amount or take any action required of the Customer under the Supplier Financing Agreement that the Customer fails to pay or take; (v) costs of Deutsche Bank for the verifications of the Discounted Claims and the Customer's operations; and (vi) costs and expenses of preserving and protecting Deutsche Bank's interest in the Discounted Claims. The foregoing shall not be construed to limit any other provisions of the Supplier Financing Agreement regarding costs and expenses to be paid by the Customer.

(2) Without limiting Deutsche Bank's rights under the general indemnity contained in Clause 13 of the Agreement on Use of db-eBills, the Customer agrees to defend, indemnify and hold harmless Deutsche Bank, and each of its branches, agencies, officers, directors, employees, counsel, agents and attorneys-in-fact (each, an "Indemnified Person") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses and disbursements (including fees and disbursements of counsel) of any kind or nature whatsoever (collectively, "Losses") which may at any time (including at any time following repayment of the Discounted Claims and the termination of the Supplier Financing Agreement) be imposed on, incurred by or asserted against any such Indemnified Person in any way relating to or arising out of any breach of any representations, warranties or covenants of the Customer contained in the

Supplier Financing Agreement, including Losses with respect to any investigation, litigation or proceeding related to or arising out of the Supplier Financing Agreement, whether or not any Indemnified Person is a party thereto; provided that the Customer shall not have any obligation hereunder to any Indemnified Person with respect to Losses resulting solely from the gross negligence or willful misconduct of such Indemnified Person. The agreements of the Customer contained in this Section shall survive payment of the Discounted Claims and the termination of the Supplier Financing Agreement.

(3) If the Customer fails to pay when due any amount payable by it to Deutsche Bank hereunder, such unpaid amount shall bear interest, payable by the Customer on demand, at a rate per annum equal to LIBOR plus 3%.

14. Setoff

In addition to any rights and remedies (including rights of setoff) of Deutsche Bank provided by law, Deutsche Bank is authorized at any time and from time to time, without prior notice to the Customer, any such notice being waived by the Customer to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other indebtedness at any time owing by, any branch or agency of Deutsche Bank, wherever located and in whatever currency denominated, and whether or not then due and payable, to or for the credit or the account of the Customer against any and all indebtedness now or hereafter owing to Deutsche Bank by the Customer, irrespective of whether or not Deutsche Bank shall have made demand under the Supplier Financing Agreement and although such indebtedness may be contingent or unsecured. Deutsche Bank agrees promptly to notify the Customer after any such setoff and application made by Deutsche Bank; provided, however, that the failure to give such notice shall not affect the validity of such setoff.

15. Miscellaneous

(1) The enumeration herein of Deutsche Bank's rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that Deutsche Bank may have under any other document or agreement or under the UCC or other applicable law. Deutsche Bank shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative. No failure to exercise and no delay by Deutsche Bank in exercising, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(2) The illegality or unenforceability of any provision of the Supplier Financing Agreement in any jurisdiction shall not effect or impair the validity or enforceability of such provision in any other jurisdiction or validity or enforceability of any other provision of the Supplier Financing Agreement.

**Annex to db-Supplier Finance – Special Terms and Conditions
Country Conditions – Canada**

1. General

The provisions of these Country Conditions – Canada apply to the purchase and assignment of any Claim and its Related Collateral pursuant to the Supplier Financing Agreement from a Customer if the Supplier Financing Agreement or the Transaction Contract underlying such Claim is subject to the laws of Canada or any political subdivision thereof, or if the Customer is organized under the laws of, or its chief executive office is located in, Canada or any political subdivision thereof.

In these Country Conditions – Canada, any reference to applicable personal property security laws shall include the Civil Code of Quebec, any reference to a security interest shall include a hypothec, any reference to an account shall include a claim, and any reference to perfection shall include registration in the Register of Personal and Moveable Real Rights of the Province of Quebec.

2. Additional Country Criteria

In respect of any Claim to which these Country Conditions apply the following criteria shall be the "Additional Country Criteria" for the purposes of Clause 6(2)(vii) of the db-Supplier Finance – Special Terms and Conditions:

(1) pursuant to Section 7 (Approval of Deutsche Bank Agreement) of the order of the Ontario Superior Court of Justice (Commercial List) dated January 30, 2009 (the "CCAA Order"), it can be freely and validly transferred by way of assignment to Deutsche Bank under the terms of the relevant Transaction Contract, and under applicable law, without any requirement to give notice to or obtain consent from the Client and without otherwise breaching the related Transaction Contract unless pursuant to applicable personal property security laws, such Claim is assignable although a contractual prohibition to assignment does exist;

(2) pursuant to Section 7 (Approval of Deutsche Bank Agreement) of the CCAA Order, upon its purchase by Deutsche Bank, it shall become free and clear of any security interest in favor of, or an adverse claim by, any Person other than Deutsche Bank;

(3) the sale and assignment of such Claim to Deutsche Bank will not violate any provision of applicable law or regulation, or the charter documents of the Customer, or of any agreement to which the Customer is a party (including any contractual or legal prohibition on the assignment of such Claim unless, pursuant to applicable personal property security laws, such Claim is assignable notwithstanding the existence of any contractual prohibition on assignment);

(4) [intentionally deleted]

(5) the Client obligated on the Claim is not the government of Canada or any political subdivision thereof or any agency or instrumentality of the government of Canada or any political subdivision thereof, and the Claim arose in the ordinary course of the Client's and the Customer's business from the bona fide sale and delivery of goods, or rendering of services, by the Customer to the Client, for business purposes and not for any personal, family or household purposes; and

(6) Section 7 (Approval of Deutsche Bank Agreement) of the CCAA Order shall apply to such Claim.

3. Related Collateral

For purposes of these Country Conditions – Canada, "Related Collateral" means with respect to each Discounted Claim, all ancillary claims, rights and collateral (present and future) relating to a Discounted Claim, including, without limitation:

(1) any and all rights under any letter of credit issued in favor of the Customer to assure payment of the Discounted Claim;

(2) all other payment claims against the Client arising from, and in connection with, such Discounted Claim and the related Transaction Contract including indemnity claims, claims for non-performance or default interest, restitution claims and claims for the provision of collateral;

(3) any ownership interest or security interest (which includes all retention of title rights of the Customer to or any other right in rem with respect to goods sold under the related Transaction Contract, and any agreement or arrangement granting, or having the effect of granting, a security interest) in favour of the Customer which secures the payment of such Discounted Claim;

(4) all possessory and other rights of the Customer in respect of such Discounted Claim on the goods whose sale or disposition gave rise to such Discounted Claim and all rights, benefits and entitlements of the Customer under the related Transaction Contract (with respect to such Discounted Claim) or otherwise in respect of such Discounted Claim, including, but not limited to, to the extent applicable, (i) the ownership of such goods, (ii) any claim the Customer acquires from the Client obligated on such Discounted Claim pursuant to the provisions governing any form of retention of title subsisting between such Client and the Customer, (iii) all reclamation rights of the Customer in respect of the goods underlying such Discounted Claim, (iv) all rights in any returned goods underlying a Discounted Claim and (v) all rights of an unpaid seller under applicable law in respect of such Discounted Claim; and

(5) all records related to a Discounted Claim and/or the Related Collateral.

4. Assignment of Discounted Claims and Transfer of Related Collateral

(1) The Customer hereby assigns to Deutsche Bank each Discounted Claim, effective upon payment by Deutsche Bank to the Customer of the Net Amount with respect to such Discounted Claim. Deutsche Bank hereby accepts such assignment.

(2) The Customer hereby assigns and transfers to Deutsche Bank, contemporaneously with the assignment of each Discounted Claim, the Customer's security interest in, or title to, any Related Collateral for such Discounted Claim. Deutsche Bank hereby accepts such assignment and transfer.

(3) In the event that the Customer's perfected security interest in any Related Collateral is not transferable, or cannot remain perfected, by means of a mere agreement between the Customer and Deutsche Bank, the parties agree on the following:

(i) if the security interest in any Related Collateral is perfected by possession, then: (a) if the Customer holds direct possession of the Related Collateral, the Customer shall, as directed by the Relevant DB Branch, either (x) confirm to the Relevant DB Branch that the Customer is holding such Related Collateral as agent and bailee for such Relevant DB Branch or (y) transfer such Related Collateral to the Relevant DB Branch or its designee and (b) if the Related Collateral is held by a third party, the Customer cause such third party to confirm to the Relevant DB Branch that such third party is holding such Related Collateral solely as agent and bailee of such Relevant DB Branch; and

(ii) if any security interest in any Related Collateral is governed by the laws of any jurisdiction other than Canada or a political subdivision thereof, Clauses 4(2) and 4(3)(i) of these Country Conditions – Canada shall apply mutatis mutandis.

(4) Notwithstanding any of the foregoing, should any of the assignments or transfers according to Clauses 4(1), 4(2) and/or 4(3) of these Country Conditions – Canada not be recognised under any relevant applicable law, the Customer shall do all

things necessary to perfect such transfer or assignment at its own cost. The Customer will take all such steps and comply with all such formalities as may reasonably be required or desirable (i) to perfect and more fully evidence or secure Deutsche Bank's title to the Discounted Claims and a valid, perfected and senior security interest in the Related Collateral as well as of any other collateral granted or to be granted and (ii) to permit Deutsche Bank to enforce any of its rights thereunder.

6. Governing Law

This Annex to the db-Supplier Finance – Special Terms and Conditions “Country Conditions – Canada” shall be governed by, and shall be construed in accordance with, the law of the State of New York without regard to its conflict of laws principles which would make the laws of any other jurisdiction applicable to this Annex.