

From October 15th, 2019

WHEREAS Besner Lachaine Valiquette Inc. (hereinafter referred to as "BLV") is a company specializing in recruitment and headhunting in the field of transportation and logistics;

WHEREAS the Customer wishes to retain the services of BLV to meet its hiring needs;

NOW THEREFORE the parties agree as follows:

- 1) The Customer hereby retains the services of BLV for the hiring of personnel for the positions and qualifications set forth and in accordance with the requested parameters (hereinafter the "Mandate").
- 2) This agreement is intended to be a framework agreement governing this Mandate as well as any future mandate (hereinafter the "Mandates") that the Client may entrust to BLV. In the case of future mandates (hereinafter the "New Mandates"), the Client will send to BLV new request and these, on acceptance by BLV, will be deemed to be Appendices to this agreement and will be deemed to be Mandated and governed by the terms and conditions set forth herein, subject to subsequent amendments that BLV will make known to the Customer who will accept them so that a New Mandate is validly given and accepted and binding on the parties. If the amendment to the terms and conditions refers to only one New Mandate, BLV will expressly refer to them, in which case this Agreement will only be amended with respect to the expressly modified items and only for the New Mandate.
- 3) This Agreement may be amended by BLV at any time and from time to time upon written notice to Customer of at least 30 days.

DURATION

- 4) Unless terminated earlier, this Agreement shall take effect on the date first mentioned above and remain in effect until terminated by notice in writing to the other party in accordance with this Convention.

SERVICES

- 5) The services that are the subject of this Mandate are described in detail hereto and are those selected by the Client for this Mandate as well as for any New Mandate (hereinafter the "Services").

a. White Glove

A deposit of 1/3 of the invoice is payable before any search warrant. The adjusted balance is payable on the first day of employment of the recruited candidate. If BLV does not submit ANY candidate within the first 60 calendar days, we will contact the client and ask for permission to continue the search. At the end of the 60-day period if the client decides to terminate the search, BLV will return the retention fee if he is unable to submit a candidate. If the client asks BLV to continue

the search, the provision will become non-refundable and the search warrant will continue until an appropriate candidate is found.

If the client cancels the mandate before the 60-day period, the retention fee is not refunded.

A collaborative study will be done in order to better understand the client's needs. This may include: A visit to the workplace, questioning the job history, corporate culture or co-workers.

If several similar applications are assigned to BLV at the same time and the pool of candidates is limited, BLV will give first priority to applicants for this service.

b. Premium

No retention fee is required, but BLV reserves the right to request exclusivity for the given mandate for a period of 60 days.

If the client cancels the mandate at any time, a cancellation fee of 10% the expected invoice will be billed to the customer.

If several similar applications are assigned to BLV at the same time and the pool of candidates is limited, BLV will give a second priority to applicants for this service.

c. Standard

No retention fee is required to commence a term, no mandate exclusivity is required

The customer can cancel the mandate at any time, no cost cancellation will be charged to the customer.

If several similar applications are assigned to BLV at the same time and the pool of candidates is limited, BLV will give a third priority to applicants for this service.

6) BLV undertakes to submit to the Client Candidates (as this term is defined below) who, according to the information provided by the Client, meet the requirements of the position or meets the majority of the criteria set out by the latter.

7) The Client acknowledges that BLV can not guarantee that it will be able to present Candidates who meet all of its requirements for each Mandate, and in particular because of the human factor involved in the recruitment process, or in the event of a shortage of manpower.

8) In addition, despite the fact that BLV will use its best commercially reasonable efforts to provide the Customer, based on the Services chosen by it, with relevant information about the Applicants, the Customer remains solely and solely responsible for administering or having administered all tests and examinations, of whatever nature, including medical examinations, if any, and to conduct any inquiries deemed necessary regarding the Applicants in order to satisfy themselves that the Successful Candidate adequately meets his / her expectations prior to hiring him / her.

9) Is a "Candidate" within the meaning of this agreement the candidate who is presented to the Client by BLV. BLV is deemed to have submitted to the Customer the candidate whose personal information, contact details and / or a copy of his curriculum vitae have been sent to the Client by BLV by any means whatsoever.

10) A Candidate presented to you by BLV is deemed to be a Candidate within the meaning of this Agreement, even if the Applicant's application was initially rejected by the Client.

11) Is not a Candidate within the meaning of this Agreement the person who, according to the evidence offered by the Client:

a) It has already been submitted by a third party before being presented to him by BLV in connection with the position covered by the Mandate;

b) Applied for the position under the New Mandate directly to the Client before it is submitted to him by BLV;

12) Whatever the Services chosen by the Customer, BLV follows up with the Customer and the Employee both at the recruitment stage and during the guarantee period in order to identify potential problems and to settle them promptly if necessary.

13) An Applicant's file is referred to you for a period of twelve (12) months and the application and the interview notes or other documents collected under the New Mandate remain the property of BLV for that period. The period of twelve (12) months begins the day after the last oral or written communication of the Client with the Applicant or with BLV about this Candidate, according to the last of these dates.

14) Within this period, the Customer undertakes not to communicate with a Candidate, directly or indirectly, without having first notified BLV in writing of its intention to do so. In all cases, if an Applicant is hired or if his / her services are retained by the Client or an affiliated company, directly or indirectly, for a similar or identical position or for any other position whatsoever, the Fees stipulated in present will be billable and billed, even in a case of "rehire" if the rehire is done within this twelve (12) month period.

CUSTOMER OBLIGATIONS

15) The Customer agrees to provide BLV with the complete and detailed information of what the Customer is looking for in order to allow BLV to properly target its needs.

16) The Client undertakes to immediately notify BLV of its intention to hire or retain the services of a person who is not a Candidate within the meaning of this agreement.

17) He also undertakes to immediately notify BLV of his intention to hire an Applicant and will provide BLV with a copy of any offer and counter-offer exchanged and a copy of the

accepted offer, upon signature by the Applicant and, by following, a copy of the contract signed with the Employee.

18) Is an "Employee" within the meaning of this agreement any Applicant who, after being presented to the Client by BLV, is hired or whose services are retained by the Customer or by a company of the same group, for whatever reason, including as a consultant or other, within 12 months of the last communication (oral or written) between the Client and the Applicant or BLV about that Applicant, and regardless of whether the position for which he is hired or for which his services are retained may have no connection with the position for which he has been presented to the Client by BLV.

19) If no written offer is made to the Applicant or if no contract is signed, the Client undertakes to immediately disclose to BLV all the details of the terms agreed upon with the Employee and in particular with regard to the Base Salary. , as defined herein, and any other relevant data pertaining to the terms and conditions of employment and duties assigned to the Employee if they differ from the job description provided by the Client

20) The Customer undertakes to inform BLV without delay as soon as he finds difficulties with the Employee in any respect whatsoever to allow BLV to intervene quickly. He further undertakes to inform BLV without delay of his intention not to retain the Employee for any reason whatsoever and to provide the exact and complete reasons for his decision.

21) The Customer agrees to pay BLV its Fees and Disbursements in accordance with the terms and conditions of payment provided for herein, including sales taxes or any other tax payable under the legislation in force.

22) Is not an Employee as defined herein the Applicant whose application was selected by the Client and who was hired by the Client if the latter does not show up for work as agreed. In this case, the Customer undertakes to immediately notify BLV of this fact and, failing that, BLV will bill his Fees in accordance with the present and the Customer agrees to pay the sums due and not to dispute such billing .

REPLACEMENT GUARANTEE

23) In the event that the Employee ceases to be in the service of the Customer within the warranty period specified (hereinafter "Warranty Period") for any reason, BLV will provide Customer only one (1) replacement (hereinafter a "Replacement Credit"), to the extent that:

a) The Customer has paid the full amount due to BLV in accordance with the terms herein and the Customer is not otherwise indebted to BLV for any reason whatsoever;

b) Customer has notified BLV within five (5) days of the last day worked by the Employee that a replacement is required; and

c) Replacement is not required due to: a failure of the Customer to pay the Base Salary to the Employee or otherwise fulfill his obligations to the Employee, a change in the

employee's working conditions 'Employee or the imposition of duties or requirements different from those for which the Employee was hired or retained, a lack of work, a lay-off or lay-off, a strike or union dispute, restructuring, bankruptcy, liquidation, dissolution or merger, personality conflict or harassment, in any form whatsoever and, in the event of an allegation of harassment, the replacement credit will only be granted if the allegation proves to be unfounded as demonstrated by an independent investigator or as determined by the CNESST.

24) No refund will be granted to the Customer, for any reason whatsoever. Only a replacement credit will be issued and it must be used within a period of twelve (12) months following the last day worked by the Employee. No replacement guarantee is applicable to the hiring of the replacement employee. BLV will make commercially reasonable efforts to replace the Employee as soon as possible.

25) If the Employee is replaced under a Replacement Credit by another Employee whose Base Salary is less than the Base Salary of the replaced Employee, no additional Fees will be payable to BLV and no adjustment to the Fees. will not be done in favor of the Customer. However, if a replacement is made and the New Employee's Base Salary is 10% or more higher than the Replacement Employee, additional Fees will be billed and payable to BLV.

26) The Replacement Credit may be used to fill the same position or to fill another position, but in this case, the BLV Fees will be adjusted, or not, according to the principles set out in the preceding paragraph.

LIMIT OF LIABILITY

27) BLV, its staff, its shareholders, directors, officers and representatives assume no responsibility for any information or statements made or provided by any Applicant and the Customer may not, for any reason, attribute any liability to BLV in respect of such losses, liabilities, damages, costs, claims or expenses of any nature or cause whatsoever and which the Customer may suffer or be liable for as a result of or in connection with the hiring or refusal of hire a Candidate.

28) BLV can not be held responsible and BLV makes no representation, express or implied, as to the quality, quantity, thoroughness and accuracy of the Work performed by the Employee. Similarly, by submitting to the Client a Candidate, BLV does not provide any guarantee or attestation that the Applicant is covered by an insurance policy or that his insurance coverage is adequate, that he has all the qualifications, accreditations and permits required or required by the position and that it does not contravene any legal or contractual obligation, including a non-competition obligation, by accepting the position at the Client. The responsibility to ensure that the Applicant meets the Client's needs and that the Client can legally hire the Applicant belongs to the Client and BLV assumes no responsibility in this regard.

29) In addition, the Customer agrees to indemnify and hold harmless BLV from all liability and recourse, any claim, suit, claim, action or cause of action, present or future, and any

damages, losses, disbursements, costs and expenses, present or future, including reasonable attorneys' fees, that may arise out of or in connection with the presentation of an Applicant to the Client or the placement of an Employee with the Client by BLV.

FEES

30) Our professional fees (hereinafter our "Fees") are billed based on the Base Salary payable to the Employee, calculated on a schedule of 5 days / week, statutory holidays, signing bonuses, retention bonuses, all current or future financial income or incentive resulting from the holding of shares in the Client's company or a related affiliate.

31) For the purposes hereof, the term "Base Salary" excludes performance-based commissions, performance bonuses and taxable profits.

32) BLV reserves the right to issue a bill for Additional Fees in the event that the Employee's Base Salary increases during the twelve (12) month period following its first (1st) day worked or in the event of an investment performed under a Replacement Credit and for which the New Employee's Base Salary is higher than the Replacement Employee's Base Salary.

PAYMENT TERMS

33) The Fees and Disbursements provided herein are due to BLV on the first (1st) day worked by the Employee.

34) Any invoice not paid within the aforementioned period will bear interest at the rate of 2% per month, or 24% per year. For greater clarity, the amount due to BLV by the Customer must have been received at the offices of BLV and be cashable by the first (1st) day at the latest. On the thirtieth (30th) day, failing which interest shall accrue until the date of receipt of payment at the offices of BLV or the date on which the sum can be validly cashed, whichever is later.

35) Any item returned by the Client's financial institution will incur an administrative fee of \$ 35.00, payable immediately.

TERMINATION OF THIS AGREEMENT AND MAINTENANCE OF CERTAIN OBLIGATIONS

36) The parties may at any time terminate this Agreement by giving written notice to the other party with 30 days notice.

37) The termination of the agreement does not give right to any compensation in favor of either party and the parties waive any recourse against the other party for the direct or indirect damage that the termination may cause, except rights and remedies in relation to the obligations that continue, by their nature, beyond the termination of this agreement.

38) Despite the termination hereof, the following obligations remain in full force and effect and the parties expressly reserve their remedies with respect to them:

the confidentiality obligations, those relating to the replacement guarantee and the obligation to inform BLV if the Customer intends to contact a Candidate.

VARIOUS

39) It is expressly agreed between the parties that this Agreement is between separate entities and that neither of these entities is the agent or legal representative of the other for any purpose whatsoever, neither has the power in any way to bind or obligate the other party or to assume or create any express or implied obligation or liability on behalf of or on behalf of the other party nor can claim to possess such powers.

40) The failure of either party to claim at any time the performance of any provision of this Agreement or to exercise any right or remedy herein provided in law or equity, or Making an election hereunder does not constitute a waiver of such provision, right, remedy or election and has no effect on the validity of this Agreement. Waiver of a breach by either party is not deemed to constitute a continuing waiver; it applies only to the particular case it is aimed at.

41) This Agreement may not be assigned or transferred without the express consent of the parties.

42) This Agreement is hereby established for the benefit of the parties hereto and their respective successors and assigns, and it is binding upon them.

43) This Agreement shall be governed by, construed and enforced in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The parties hereto agree that the courts of Quebec, the judicial district of Montreal, have exclusive jurisdiction to decide any matter hereunder or relating thereto.

44) If a court of law or other court of competent jurisdiction finds that a provision hereof is invalid or unenforceable for any reason whatsoever with respect to any person or in relation to a situation, that provision continues to have effect only in the extent to which it remains valid; such a conclusion does not render it invalid or unenforceable with respect to another person or in relation to any other situation and all of the provisions of this Agreement in all other respects remain valid and enforceable.

45) This Agreement sets forth the entire agreement and the agreements between the parties with respect to the subject matter hereof. It replaces all previous declarations, proposals, negotiations, discussions, agreements or conventions relating to these matters.

46) In this Agreement, the masculine gender is used to make it easier to read and to lighten the text and includes the feminine and neutral gender when applicable.