



Financial Services Canada

August 3, 2017

DELEGATION COMMERCIALE DU MEXIQUE

1000 SHERBROOKE WEST SUITE#2110

MONTREAL QC H3A 0A6

Attention: Accounts Payable

Dear Accounts Payable,

Attached please find the contract for your Dell Financial Services lease.

By following the checklist below, your order will be processed quickly and you will receive your equipment without delay:

- Review the documentation and sign as the Lessee on last page of the Lease Agreement where indicated by the "X".
- If applicable, have the Co-Lessee sign on the last page of the Lease Agreement where indicated by the "**".
- Attach a cheque marked void to a separate page and complete the bank information section on the last page of the Lease Agreement.
- VERY IMPORTANT - fax ALL the pages of the contract including the voided cheque to 1-888-438-1117 attention: HSB Admin. Team.

All monthly autodebits will be taken from the bank account noted on the void cheque. Please be advised that we cannot accept cheques from your Line of Credit or Visa/Mastercard accounts.

Once your order has been processed, you can obtain your order number by contacting your hardware representative, DELL REP, at 1-800-387-5752 ext. 0000.
1-800-387-5752

You can use your order number to track your order on the internet at www.dell.ca or by calling Customer Service at 1-800-387-5757.

Thank you for choosing Dell Financial Services. We look forward to servicing your future leasing needs. Should you have any questions or if we may be of further assistance, please feel free to contact us at 1-888-438-1112.

Sincerely,

Your Home & Small Business Administration Team



Financial Services Canada

LESSEE INFORMATION:		Phone No: 514-287-1669	Fax No:
Name:	DELEGATION COMMERCIALE DU MEXIQUE		
Address:	1000 SHERBROOKE WEST SUITE#2110, MONTREAL, QC. H3A 0A6		
Contact Name/Title:	Accounts Payable	CONTRACT NO:	
E-mail Address:	ROSSANA.BILBAO@PROMEXICO.GOB.MX	200-7828010-001	
CO-LESSEE INFORMATION:			
Name:	Not Required		
Address:			

LEASE DETAILS

Equipment Location (if different from Lessee's address):			
Equipment Description:			
Q# 69365744	3	DELL LATITUDE 5480 XCTO	\$4,251.03
Estimated Acquisition Cost:			\$4,251.03

PURCHASE OPTION (See Section 12)

Option Date:	End of Lease Term	Option Price:	\$1.00, plus applicable taxes
LEASE TERM		RENTAL PAYMENT	
24		\$199.30	
(No. of Months)		(plus applicable taxes)	

TERMS AND CONDITIONS

In this Commercial Lease (together with any addenda and amendments made to it from time to time as permitted, referred to as "this Lease"), (a) the words "you" and "your" refer to the Lessee and the Co-Lessee named above and (b) the words "we", "us" and "our" refer to the Lessor named below and its successors and assigns. Our address is 155 Gordon Baker Road, Suite 501, Toronto, Ontario, M2H 3N5. Our GST Reg. No. is R885268797 and our QST Reg. No. is 1020537597.

1. Lease.

We lease to you and you lease from us the property described in the Lease Details, together with all additions and accessories attached to it or supplied with it (the "Equipment") on the terms of this Lease.

2. Term.

The term of this Lease will start 5 business days following shipment to you of the Equipment (the "Start Date") and, unless terminated earlier or renewed in accordance with the terms of this Lease, will continue to the end of the Lease Term (see Lease Details). When you receive the Equipment, you will inspect it and all software that accompanies the Equipment (the "Software") to determine if they are in good working order. On the Start Date, you will be conclusively considered to have accepted the Equipment and the Software for all purposes of this Lease, unless you have otherwise notified us in writing before such date.

3. Rent.

You will pay us the Rental Payment (see Lease Details) on the 30th day from the Start Date and on the same date of each following month (or the last day of the month if there is no such date) during the term of this Lease. By purchase order, telephone call, e-mail or facsimile, you may request us to lease to you property in addition to the Equipment (such additional property, the "Additions") under the terms of this Lease. If the total amount that we would have to pay in connection with the purchase, delivery and installation of the Additions would be no more than 15% of the Estimated Acquisition Cost of the Equipment (see Lease Details), and if such request is received by us within 30 days after the Start Date and we agree to lease the Additions to you, we may so notify you and you hereby authorize us to increase the Rental Payment and the Estimated Acquisition Cost as of the Start Date due to the inclusion of the Additions under this Lease; for greater certainty, the term "Equipment" in this Lease shall be deemed to include all Additions which are so included under this Lease. If the total amount that we have paid or will pay in connection with the purchase, delivery and installation of the Equipment differs from the Estimated Acquisition Cost (see Lease Details) by no more than 15%, we may, at our option and on notice to you, increase or decrease the Rental Payment. You will pay us on demand interest on all amounts payable under this Lease (including interest) not paid when due, both before and after judgment, until paid, at an annual rate equal to the lesser of 18% per annum and the maximum interest rate permitted by law, compounded daily. A charge of \$25.00 will be payable by you on each payment under this Lease which is dishonoured. Your obligation to pay in full all amounts due under this Lease is absolute and unconditional under all circumstances and is not and will not be subject to abatement, reduction or set-off for any reason.

4. Pre-authorized Payments.

You hereby authorize us to debit your account at the financial institution listed below and identified on the attached specimen cheque (the "Bank Account") for the purpose of making all payments due under this Lease, in the amounts and on the payment dates set out herein in accordance with the terms of this Lease (this authority to debit your Bank Account is called your "PAP Authorization"). You acknowledge that your PAP Authorization is provided for the benefit of us and your financial institution and is provided in consideration of the financial institution agreeing to process debits against your Bank Account in accordance with the rules of the Canadian Payments Association. You acknowledge that your PAP Authorization is for business purposes only and not for personal, family or household purposes. You may cancel your PAP Authorization at any time, subject to providing us 30 days prior notice. To obtain a sample cancellation form, you may contact your financial institution or visit www.cdnpay.ca. You acknowledge that your PAP Authorization applies only to the method of payment under this Lease and any cancellation of this PAP Authorization does not cancel, and has no effect, upon obligations under this Lease. You have certain recourse rights if any debit does not comply with your PAP Authorization. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with your PAP Authorization. To obtain more information on your recourse rights, contact your financial institution or visit www.cdnpay.ca. To make inquiries, obtain information or seek recourse with respect to any debit issue by us under your PAP Authorization, you may contact us by calling 1-877-272-2012. You acknowledge that we may assign your PAP Authorization, whether directly or indirectly, by operation of law, change of control or otherwise, by providing at least 10 days prior notice to you, including the identity and contact information of the assignee. You consent to the disclosure of any personal information contained in your PAP Authorization to our financial institution, and to any such assignee or successor, for the purposes of your PAP Authorization. You waive any right to receive any notice, written or otherwise, of the amount(s) to be debited and the date(s) on which such debits are to be processed, as well as notice of future changes to the amount(s) or payment dates. This waiver does not apply to sporadic or one-time debits for which your specific authorization is required.

5. Equipment Selection; Warranties; Limit of Liability.

You acknowledge that you have selected the Equipment and the Software and its supplier and/or manufacturer and have not relied on our skill or judgment in any way in selecting the Equipment or the Software. We have not made or given any warranties, representations or conditions of any kind whatsoever with respect to the Equipment, the Software or this Lease (whether express, implied, statutory or otherwise). If you encounter any problems with the Equipment or the Software, including if it fails to function or is unacceptable for any reason, your only claim will be against the related supplier and/or manufacturer and you agree that we will not be liable to you for any damages whatsoever relating to the Equipment or the Software. All warranties of the supplier and/or manufacturer in respect of the Equipment are transferred by us to you, to the extent transferable.

6. Commercial Status

YOU WARRANT AND REPRESENT THAT YOU ARE ENTERING THE LEASE PRIMARILY FOR COMMERCIAL OR BUSINESS PURPOSES AND ANY PERSONAL USE OF THE EQUIPMENT OR SOFTWARE IS MERELY INCIDENTAL TO THE COMMERCIAL OR BUSINESS PURPOSES.

7. Ownership of Equipment; Software.

We are the owner of the Equipment, but not the Software. You have no rights to the Equipment or the Software, except as provided in this Lease and, in the case of the Software, the applicable Software licence.

8. Equipment Location; Use; Maintenance; Address Change.

Except for mobile Equipment (e.g. laptop computers), you will use the Equipment only at the address shown in Lessee Information on page 1 of this Lease or the Equipment Location (see Lease Details), as applicable. For mobile Equipment, you will not use or permit the use of such Equipment outside the province or territory shown in the Lessee Information on page 1 of this Lease for more than 30 consecutive days, without first giving us written notice. You will use the Equipment only for your internal business purposes. You will, at your expense, maintain the Equipment in good working order and as required by any applicable warranty. Any alterations or additions to the Equipment will become and remain our property. We may inspect the Equipment at any reasonable time. You will promptly notify us in writing of any change in your name or your address.

9. Insurance.

You will keep the Equipment insured against all risks of loss in an amount at least equal to the replacement cost of the Equipment and you will list us as loss payee and at our request, you will give us satisfactory evidence of the required insurance.

10. Loss and Damage.

You are responsible for any loss or damage to the Equipment from any cause at all, whether or not insured, until all of your obligations under this Lease have been fulfilled. You will promptly notify us of any such loss or damage and of any insurance claims pertaining to the Equipment. If the Equipment is lost or damaged beyond repair, you will immediately pay us the Liquidated Damages Amount (see Section 14(b)) at such time.

11. Taxes.

You will pay, when due, all taxes (other than our income taxes) and other charges imposed by any governmental authority on or in connection with this Lease, any payments made under it, the Equipment or the Software.

12. Purchase Options; Renewals; Return.

(a) If you are not in default under this Lease, you will have an option to purchase the Equipment at the end of the Lease Term at the Option Price (see Lease Details). You will give us at least 90 days' notice prior to the applicable Option Date that you will be purchasing the Equipment and will pay to us the applicable Option Price on or before the applicable Option Date. After such notice and payment, but provided that you are not in default under this Lease, our right, title and interest in the Equipment will be sold to you on the applicable Option Date on an "as is, where is" basis, without any recourse, representation, warranty or condition from us (express, implied, statutory or otherwise), except that the Equipment is being sold by us to you free of any security interest created by us.

(b) If at the end of the Lease Term you do not or are not entitled to exercise the purchase option at such time or do not return the Equipment to us as provided in Section 12(c), this Lease will be automatically renewed on a continuing month-to-month basis at the end of the Lease Term on the same terms as during the Lease Term (except to the extent modified in this Section). You will pay us for each month beyond the Lease Term an amount equal to the Rental Payment in effect during the last month of the Lease Term. This automatic renewal can only be terminated upon at least 30 days' prior written notice and on the first day of a month, provided that you have paid all amounts owing by you under this Lease and have returned the Equipment to us as provided in Section 12(c) by that termination date.

(c) Unless you have purchased the Equipment under Section 12(a), at the end of the Lease Term (unless this Lease has been

renewed under Section 12(b)) or any termination of this Lease, you will, at your expense and risk, promptly return the Equipment and all copies of the Software to us at the address we designate in writing, in the same condition it was delivered, except for ordinary wear and tear.

13. Indemnity.

You will indemnify us from all losses, claims, costs, expenses, damages, actions and liabilities whatsoever, including legal fees on a solicitor and own client basis, in connection with or arising from this Lease, any payments made under it, the Equipment, the Software and the installation, possession, ownership, leasing, use and return of the Equipment and the Software.

14. Default; Remedies.

You will be in default under this Lease if (a) you fail to pay when due any amount payable under this Lease; (b) you fail to comply with any other requirement under this Lease or any requirement under any other agreement with us and such failure continues for 5 days after we notified you in writing of it; or (c) you sell, lease, transfer or otherwise dispose of, or grant a security interest in, or give up possession of, the Equipment. If you are in default under this Lease, we may do one or more of the following: (a) take possession of any Equipment or Software wherever it is; (b) terminate this Lease and require you to immediately pay us, as a genuine pre-estimate of liquidated damages and not as a penalty, an amount (the "Liquidated Damages Amount") equal to the sum of (i) the present value (calculated using a discount rate of 4% per annum) of all unpaid Rental Payments to the end of the Lease Term and our reasonable estimate of the Option Price as at the end of the Lease Term if you had not been in default under this Lease and (ii) all other amounts due or that become due under this Lease; (c) require you to return the Equipment and the Software as provided in Section 12(c); and (d) exercise any other remedy available to us, whether at law, in equity or otherwise. We will apply the net proceeds from any sale or other disposition of the Equipment (after we have deducted all costs and expenses payable by you under this Section) against the amounts that you owe us. You will pay us any amount you still owe us, unless we are prevented by law from suing you for the balance. All costs and expenses we incur due to your default under this Lease will be paid by you on demand. All of our remedies are cumulative and not alternative. To the extent permitted by law, you waive the benefit and protection of any legislation that restricts or limits our rights under this Lease, including the provisions of The Limitation of Civil Rights Act (Saskatchewan).

15. Assignment.

We may sell, assign, transfer, concurrently lease or otherwise dispose of, or grant a security interest in, all or any portion of our right, title and interest in the Equipment, the Software or this Lease to anyone else (a "transferee"), without notice to you or your consent. You will not assert against any transferee of all or any of our rights and benefits under this Lease, any claims, defences, set-offs, deductions or counterclaims which you may now or in the future be entitled to assert against us nor rely on any breach by us of any of the terms of this Lease as a basis to terminate this Lease or any of your obligations under this Lease.

16. Governing Law.

This Lease will be governed by the laws of the province or territory shown in Lessee Information on page 1 of this Lease.

17. Miscellaneous.

All of your obligations under this Lease will survive the termination of this Lease to the extent required for their full observance and performance. No change or amendment to this Lease will be effective, unless in writing and signed by you and us. References in this Lease to "including" will mean "including, without limitation". No waiver by us of any default under this Lease or any of our remedies will be effective unless in writing. Any such waiver is not a waiver by us of any other later default, whether similar or not, or a waiver of our right to exercise our remedies in the future. The headings in this Lease are for convenience only and will not affect the construction or interpretation of this Lease. You will give us such further assurances and do such acts and execute such documents as we may require to give effect to this Lease and to protect our rights herein. This Lease is binding and will enure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns, as applicable. This document and all related documents have been written in the English language at the express request of the parties. Le présent document ainsi que tous documents s'y rattachant ont été rédigés en langue anglaise à la demande expresse des parties. If any portion of this Lease is determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining portions contained herein shall not in any way be affected or impaired thereby. This Lease represents the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, representations and agreements, whether written or oral, with respect to the subject hereof. If more than one Lessee is named in this Lease, your liability under this Lease is joint and several and, in Quebec, solidary, without benefit of discussion or division, but we will be fully discharged in respect of our obligations under this Lease upon performance of that obligation in favour of any of you.

18. Consent Respecting Personal Information

For individuals providing us with personal information: You authorize us and our affiliates and any third parties acting for us or on our behalf (collectively "us", "we" or "our") to collect, hold, use, exchange and disclose your personal information for any of the following purposes: confirm your identity, evaluate your creditworthiness, administer your contract, perform internal statistical analysis, secure the assets being financed, or as otherwise required or permitted by law. We will keep a file containing some or all of your personal information at the address set out in this contract. You have a general right to access and rectify the personal information in this file by making a written request, Attention: Privacy Office.

YOU HAVE RECEIVED A COMPLETED COPY OF THIS LEASE. YOU HAVE READ, AND YOU AGREE TO BE BOUND BY, ALL OF ITS TERMS. THIS LEASE WILL NOT BE BINDING ON US UNTIL WE SIGN IT. NO OTHER TERMS (WRITTEN OR ORAL) CHANGE, REDUCE OR OTHERWISE AFFECT YOUR OBLIGATIONS IN ANY WAY. IF A LESSEE AND CO-LESSEE SIGN THIS LEASE, YOU UNDERSTAND THAT EACH OF YOU IS INDIVIDUALLY LIABLE, AND ALL OF YOU ARE COLLECTIVELY (AND, IN QUÉBEC, SOLIDARILY) LIABLE, FOR ALL OBLIGATIONS IMPOSED ON YOU BY THIS LEASE.

Executed this _____ day of _____ (year).

LESSOR: DELL FINANCIAL SERVICES CANADA LIMITED

By: _____

Name/Title: _____

Executed this 05 day of August, 2017
(year).

LESSEE: DELEGATION COMMERCIALE DU MEXIQUE

By: _____

Name/Title: J. Enriquez

Trade Commissioner

INSERT BANK ACCOUNT INFORMATION BELOW

Name of Bank or Other Financial Institution: _____

Financial Institution Number (3 digits): _____

Branch Number (5 digits): _____

Account Number: _____

Attach a specimen cheque marked "VOID"