

Competition Tribunal



Tribunal de la Concurrence

Reference: *The Commissioner of Competition v. Premier Career Management Group and Minto Roy*, 2010 Comp. Trib. 14
File No.: CT-2007-006
Registry Document No.: 0206

IN THE MATTER of the *Competition Act*, R.S.C. 1985, c. C-34, as amended;
AND IN THE MATTER of an inquiry pursuant to subparagraph 10(1)(b)(ii) of the *Competition Act* relating to certain marketing practices of Premier Career Management Group Corp. and Minto Roy;

AND IN THE MATTER of an application by the Commissioner of Competition for an order under section 74.1 of the *Competition Act*.

BETWEEN:

The Commissioner of Competition
(applicant)

and

**Premier Career Management Group Corp. and
Minto Roy**
(respondents)



Decided on the basis of the written record.
Before Judicial Member: Simpson J. (Chairperson)
Date of Order: September 21, 2010
Order signed by: Justice Sandra J. Simpson

CONFIDENTIALITY ORDER- ON CONSENT OF THE PARTIES

[1] **FURTHER TO** Premier Career Management Group. Corp. and Minto Roy's request for a confidentiality order;

[2] **AND FURTHER TO** the draft confidentiality orders filed on consent by the parties on January 29, 2010, and March 12, 2010;

THE TRIBUNAL ORDERS THAT:

[3] For purposes of this order:

(a) "Document" means any document whatsoever, including the things defined as "records" in subsection 2(1) of the *Competition Act*, R.S. 1985, c. C-34 (the "Act");

(b) "Parties" means the Commissioner and the Respondents, and "Party" means the Commissioner or a Respondent;

(c) "Proceeding" means the application filed by the Commissioner for an order under section 74.1 of the Act; and

(d) "Protected Documents" means any document containing the personal financial information filed by Minto Roy in the Proceeding, or otherwise produced in the Proceeding.

[4] Disclosure of Documents containing any of the following types of information could cause specific and direct harm:

(a) Information relating to Minto Roy's terms of employment, his salary and his overall compensation;

(b) Personal financial information of Minto Roy including but not limited to his assets and their respective value, his liabilities and their respective amount, his credit card information and any family support obligations; and

(c) Personal information relating to Minto Roy's ex-wife and children.

[5] If information from a Protected Document is incorporated into any other document, that document shall be a Protected Document.

[6] Subject to a further order of the Tribunal, the consent of the Parties or as required by law, Protected Documents may only be disclosed to the following people: (i) external counsel for the Parties and their staff; and (ii) the Commissioner and the Commissioner's staff directly involved in the Proceeding.

in the Proceeding.

[7] If a Party is required by law to disclose a Protected Document, or if a Party receives written notice that they are required to disclose a Protected Document, that Party shall give prompt written notice to the Party that claimed confidentiality over the Protected Document so that the Party that claimed confidentiality may seek a protective order or other appropriate remedy.

[8] External counsel for a Party and his or her staff, and the Commissioner and her staff may make copies of the Protected Documents as they require in connection with the Proceeding.

[9] Nothing in this Order prevents a Party from having full access to Protected Documents that originated from that Party.

[10] This order shall apply to all persons, to the extent that they acquire access to Protected Documents through the Proceeding.

[11] No Protected Documents filed or otherwise produced in the Proceeding shall be disclosed or form part of the public record except in accordance with any other order of the Competition Tribunal.

[12] The Respondents shall file public versions of the Protected Documents from which the personal and financial information of Minto Roy has been redacted in the form attached as Schedules "A", "B" and "C" to this Order.

[13] The conclusion of the Proceeding shall not relieve any person to whom Protected Documents were disclosed from the obligation of maintaining the confidentiality of such information in accordance with the provisions of this Order.

DATED at Ottawa, this 21st day of September, 2010.

SIGNED on behalf of the Tribunal by the Chairperson.

(s) Sandra J. Simpson

[14] Schedule A: Affidavit of Minto Roy sworn on November 5, 2009

File No. CT-2007-006

COMPETITION TRIBUNAL

IN THE MATTER of the *Competition Act*, R.S.C. 1985: c. C-34. as amended; AND IN

THE MATTER of an inquiry pursuant to subparagraph 10 (1)(b)(ii) of the *Competition Act* relating to certain marketing practices of Premier Career Management Group Corp. and Minto Roy;

AND IN THE MATTER of an application by
under section 74.1 of the *Competition Act*.

BETWEEN:

THE COMMISSIONER OF COMPETITION

Plaintiff

-and-

PREMIER CAREER MANAGEMENT GROUP CORP. and MINTO ROY

Defendants

AFFIDAVIT OF MINTO ROY
(sworn November 5, 2009)

I, Minto Roy, of the City of Vancouver, in the Province of British Columbia,
SWEAR THAT:

1. I have personal knowledge of the facts deposed to herein.
2. I have financial means. I attach a copy of my statement of assets, liabilities, income, and expenses as Exhibit "A" hereto. This statement contains an accurate accounting of my current financial status. I prepared it in connection with divorce proceedings in New

Westminster, British Columbia (Court File #E032410), and I hereby adopt it as part of this affidavit.

3. I also attach a copy of the default judgment rendered against me in *Royal Bank of Canada v. Minto Roy* (Vancouver Registry No. VLC-S-S-088015) as Exhibit "B" hereto.

4. I make this affidavit in good faith and for no improper purpose.

SWORN BEFORE ME at the City of
Vancouver on November 5, 2009



Minto Roy

Commissioner for taking affidavits

ALBERT K. MacKINNON
A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF BRITISH COLUMBIA

EXHIBIT A

STATEMENT OF ASSETS, LIABILITIES, INCOME, AND EXPENSES OF MINTO ROY

Contract employment		Apartment rental	
		Lease on vehicle	
		Child support; spousal support	
		Taxes; food; utilities; miscellaneous	
TOTAL:		TOTAL:	

Cash in Vancity Bank		RBC Credit Line	
Cash in Royal Bank of Canada (RBC)		RBC Visa Credit Card	
Personal property (computer, television, furniture, watch)		RBC Visa Credit Card	
Stocks; Bonds; Mutual Funds		RBC Checking Account	
Life Insurance		RBC Capital One Credit Card	
Real Property		Loan - (Business Investment in PCMG)	
Other		Legal account - Affleck Greene McMurtry LLP	
This is Exhibit "A" referred to in the affidavit of <u>MINTO ROY</u> sworn before me at <u>BURNABY</u> this <u>5</u> day of <u>Nov</u> , 20 <u>04</u>		Legal account - Anne Perry Associates	
		TOTAL:	
		NET WORTH:	

A Commissioner for taking Affidavits
for British Columbia

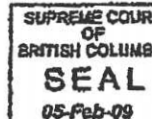


Exhibit B



No.VLC-S-S-088015
Vancouver Registry

In the Supreme Court of British Columbia

Between

Royal Bank of Canada

Plaintiff

And

Minto Roy

Defendant

DEFAULT JUDGMENT

The 5th day of February, 2009.

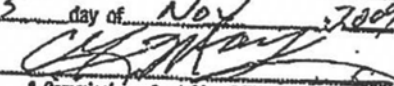
The defendant Minto Roy, not having filed an appearance to the writ of summons in this action and the time for doing so having expired.

THIS COURT ORDERS that the defendant, Minto Roy, pay to the plaintiff the sum of plus Interest as claimed in the amount of and costs.

Digitally signed by
Beagan, Paul

Registrar

This is Exhibit "B" referred to in the affidavit
of MINTO ROY
sworn before me at BURNABY
this 5 day of NOV 2009


A Commissioner for taking Affidavits
for British Columbia

No VLC.S-S-088015

In the Supreme Court of British Columbia

Between

Royal Bank of Canada

Plaintiff

and

Minto Roy

Defendant

DEFAULT JUDGMENT

Jennifer Cockbill
LANG MICHENER LLP
Barristers & Solicitors
Suite 1500
1055 West Georgia Street
P.O. box 11117
Vancouver BC
V6B 4N7
(604) 689-9111

File No.: 45303-3300

JC;

COMPETITION TRIBUNAL

IN THE MATTER of the *Competition Act*, R.S.C.1985c.C-34, as amended;

AND IN THE MATTER of an inquiry under subparagraph 10(l)(b)(ii) of the *Competition Act* relating to certain marketing practices of Premier Career Management Group Corp. and Minto Roy;

AND IN THE MATTER of an application by the Commissioner of Competition for an order under section 74.1 of the *Competition Act*;

Between:

THE COMMISSIONER OF COMPETITION

Applicant

And

PREMIER CAREER MANAGEMENT GROUP CORP.

And

MINTO ROY

Respondents

AFFIDAVIT OF MINTO ROY

I, Minto Roy, of the City of Vancouver, SOLBMINLY SWEAR THAT:

1. I have personal knowledge of the matters to which I hereinafter depose.
2. I am currently employed on a verbal, month-to-month, contract basis by Snap Technologies Ltd. ("Snaptech"). Snaptech is located at 110-2465 Beta Avenue, Burnaby, British Columbia.

3. I have been employed with Snaptech since March 2009. My compensation is per month. Attached and marked as Exhibits "A" and "B" are copies of letters from Octavio Marquez (President and Co-Founder of Snaptech) confirming my employment. Attached as Exhibits "C", "D" and "E" are three copies of pay cheques from Snaptech. The amounts on the cheques are

4. I presently income.

5. I was previously married to Nicole Roy. I am in the process of finalizing my divorce from Nicole Roy (British Columbia Court File No. B32410). We have recently reached an agreement on child custody, support payments and property. Attached as Exhibit "F" is a copy of my consent to an order that Nicole Roy is seeking in the divorce proceedings (the "Consent Order"). Attached as Exhibit "G" is a copy of minutes from the most recent Judicial Case Conference in the divorce proceeding. It references the same terms as the Consent Order.

6. Nicole Roy and I have been separated and lived in separate residences since February of 2004. Originally, I co-signed the mortgage on (the "Property") but that property belongs to and has always belonged to Nicole Roy. It is however, the primary home of my children.

7. I have never resided at the Property and the Property was never our matrimonial home. I have no interest in the Property. My name is not on title. Earlier in the divorce proceeding, my former lawyer obtained a Certificate of Pending Litigation ("CPL") on the Property. I believe that once my divorce is finalized and the Consent Order is obtained, then the CPL will be removed.

8. In paragraph 10 of the Consent Order, the shares that are referenced are shares in three companies:

- a) PCMG Canada Inc. I hold 100% of the shares in PCMG Canada Inc. This company is no longer in business and therefore the shares have no value.
- b) Rev Gen Inc. I hold 50 shares in Rev Gen Inc. representing 50% of the Company Rev Gen Inc. is no longer in business and is deregistered. Therefore, its shares have no value.
- c) 0831749 British Columbia Ltd. I registered 0831749 British Columbia Ltd. under my name as a consulting company to receive payments from Rev Gen Inc. 0831749 British Columbia Ltd. never received any money and is not in business. Therefore its shares have no value.

9. I make this Affidavit in good faith and for no improper purpose.

Sworn before me, in the City of Burnaby,)
in the Province of British Columbia,)
this 15th day of December, 2009.)



ALBERT K. MacKINNON
A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF BRITISH COLUMBIA


Minto Roy

To Whom it may concern,

October 22nd / 09

I am writing to confirm that to Roy is a contract employee at Snaptechnologies Ltd.

He has been consulting on a month-to-month contract basis assisting He has provided consulting for Snaptechnologies since March, 2009. Mr. Roy's compensation is per month.

Should you have any questions with regards to this matter please feel free to contact me personally.

A handwritten signature in black ink, appearing to read 'Octavio Marquez', with a stylized flourish at the end.

Octavio Marquez
President
Snaptechnologies Ltd.

This Exhibit "A" referred to in the affidavit of Minto Roy sworn before me at Burnaby this 15th day of December, 2009.

To Who It May Concern,

December 14, 2009

Minto Roy has worked on a month by month basis at Snaptech Ltd. since March of 2009.

We have not formalized a written employment contract, however, have retained his Professional services on an on-going month by month basis. Both Mr. Roy and Snaptech Ltd. maintain the option Mr. Roy's total monthly compensation per month. I have provided copies of some monthly cheques to substantiate the payments made to him.

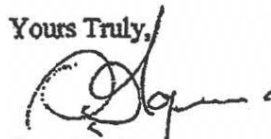
.....
.....
.....
.....

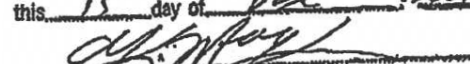
Mr. Roy prime responsibility is
.....
various business in Greater Vancouver.

We are grateful for Mr. Roy's contribution to the organization to date. Furthermore, he has worked diligently and supported other staff with their efforts.
.....
.....
....

We appreciate that Mr. Roy has been extremely co-operative and transparent with regards to the matters related to the Competition Bureau. His performance in supporting both sales and marketing at Snaptech has been commendable
.....
.....
.....

Should you have any questions related to this matter, I would be pleased to provide further insight.

Yours Truly,

Octavio Marquez

This is Exhibit "B" referred to in the affidavit
of MINTO ROY
sworn before me at SURREY
this 15 day of DEC, 2009

A Commissioner for taking Affidavits
for British Columbia

Vancity – View Cheque Image

This is Exhibit "C" referred to in the affidavit
of MINTU ROY
sworn before me at BORNABY
this 15 day of DEC, 2009
C. S. [Signature]
A Commissioner for taking Affidavits
for British Columbia

12/14/2009
Cheque Image

Vancilty - View Cheque Image

SNAP TECHNOLOGIES INC.
2180 FAIRLIE CRES.
BURNABY, B.C. V5A 2M3

1236

DATE 2009/11/22
Y Y Y Y M M D D

PAY TO THE ORDER OF [REDACTED] \$ [REDACTED]
[REDACTED] DOLLARS

Vancity VANCOUVER CITY SAVINGS CREDIT UNION
NORTH BURNABY COMMUNITY BRANCH
4808 EAST HASTINGS ST. TEL: (604) 877-2000
BURNABY, B.C. V5C 2P8

RE [REDACTED]

SNAP TECHNOLOGIES INC.

[Signature]

3

Close Window

This is Exhibit "D" referred to in the affidavit
of MINTO ROY
sworn before me at BURNABY
this 15 day of DEC, 2009
[Signature]
A Commissioner for taking Affidavits
for British Columbia

12/14/2009

Cheque Image

Vancity - View Cheque Image

1213


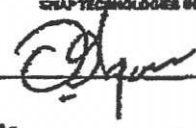
2009-10-30


SNAP TECHNOLOGIES INC.
2180 PAULIS CRES.
BURNABY, B.C. V5A 2M2

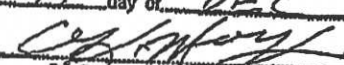
PAY to Minto Roy \$ [REDACTED]
the order of [REDACTED] DOLLARS

Vandty VANCOUVER CITY SAVINGS CREDIT UNION
6000 EAST WASTINGS ST. TEL: 604 677-3000
BURNABY, B.C. V5C 2N9

RE [REDACTED]



This is Exhibit "B" referred to in the affidavit
of MINTO ROY
sworn before me at BURNABY
this 15 day of DEC, 2009

A Commissioner for taking Affidavits
for British Columbia

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

NICOLELISA ROY

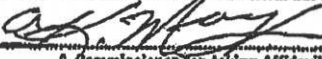
PLAINTIFF

AND

MINTO DORIAN ROY

DEFENDANT

AND;

This is Exhibit "F" referred to in the affidavit
of MINTO ROY
sworn before me at BURNABY
this 15 day of DEC, 2009

A Commissioner for taking Affidavits
for British Columbia

ORDER

BEFORE THE HONOURABLE) MONDAY, THE 23RD DAY
MASTBRKBIGHLBY) OF NOVEMBER 2009.

UPON THE Judicial Case Conference of this matter coming on for hearing before me at New Westminster, British Columbia, this 23rd day of November 2009 AND UPON HEARING Margaret Smyth, Counsel for the Plaintiff, and Minto Dorian Roy, appearing on his own behalf AND BY CONSENT.

AND UPON Court being advised that the name and birth dates of each child of the marriage is as follows;

Name	Age	Date of Birth
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

AND UPON the Defendant (Payor) having been found to have a guideline income of \$......

THIS COURT ORDERS THAT:

1. The Plaintiff and Defendant shall share joint custody and joint guardianship of the children of the marriage (the "Children") with their primary residence being with the Plaintiff
2. The Defendant shall have reasonable and generous access to the Children including alternate Fridays from 4:00 p.m. commencing November 27th, 2009.
3. The Plaintiff shall not change the residence of the Children from the lower mainland of British Columbia without agreement of the Defendant or Order of the: Supreme Court of British Columbia.
4. The Defendant shall pay the Plaintiff the sum of ••••• per month as base child support for the Children payable on the first of each and every month commencing June 1, 2009.
5. The Defendant shall pay spousal support to the Plaintiff in the sum of ••••••• per month, commencing June 1, 2009.
6. The Plaintiff shall retain her home located at •••••••••• ("the Home"), without claim from the Defendant.
7. The Plaintiff shall be solely responsible for the mortgage payments associated with the Home and will indemnify the Defendant and save him harmless.
8. Should the Plaintiff be Unable to obtain re-financing of the existing mortgage on the Home to remove the Defendant's obligation by June 1, 2011 or such other date as may be agreed upon, the Home shall be sold and the mortgage discharged with sole conduct of sale to the Plaintiff and an of the net sale proceeds being the sole property of Plaintiff.
9. The Plaintiff shall retain the funds from her RRSP's without further claim from the Defendant.
10. The Defendant shall retain all of the shares and shareholder loans in the various business entities in which he has an interest, without division with the Plaintiff.
11. Each party shall retain for his or her sole use, ownership and benefit, all finishings and personal property in his or her possession.

A handwritten signature in black ink, appearing to be 'CJM', is located in the bottom right corner of the page.

12. Each party shall be responsible for all debt in their name.

13. Each party shall bear their own costs.

BY THE COURT

DEPUTY DISTRICT REGISTRAR

APPROVED AND CONSENTED TO:

Margaret Smyth, Solicitor

Minto Dorian Roy, Defendant

A handwritten signature in black ink, appearing to be 'CAM', located in the lower right area of the page.

BRITISH COLUMBIA SUPREME COURT
JUDICIAL CASE CONFERENCE

Case Management Plan

~~ORIGINAL-CMP~~
~~ORIGINAL-CMP~~

Style of Proceeding ROY VS ROY
Registry NEW WESTMINSTER COPY-CMP
Action No. E32410
Persons attending the JCC
Plaintiff NICOLE ROY
Defendant MINTO ROY
Counsel for the Plaintiff Smyth, M.
Counsel for the Defendant In Person
Other Attendees
Name of Judge/Master KEIGHLEY, P

Date of Judicial case Conference Monday, November 23, 2009

Date of Last Appearance

PART 1. SUMMARY OF ISSUES

A. IDENTIFYING THE ISSUES:

	In Issue	Final Agreement Reached	Agreement on Interim Basis	No Agreement Reached
Custody				
Guardianship				
Access	X			
Spousal Support				
Child Support				
Property Division				
Other (specify): offer to Settle terms	X			

This Exhibit "G" referred to in the affidavit

BURNABY
this 15 day of DEC, 2009
[Signature]
A Commissioner for taking Affidavits
for British Columbia

Monday, November 23, 2009

B. INTERIM CONSENT ORDERS MADE AT JCC:

ISSUE	TERMS OF CONSENT ORDER
<input type="checkbox"/> Custody	INTERIM CUSTODY CONSENT: n/a
<input type="checkbox"/> Guardianship	INTERIM GUARDIANSHIP CONSENT: n/a
<input type="checkbox"/> Access	INTERIM ACCESS CONSENT: n/a
<input type="checkbox"/> Spousal Support	INTERIM SPOUSAL SUPPORT CONSENT: n/a
<input type="checkbox"/> Child Support	INTERIM CHILD SUPPORT CONSENT: n/a
<input type="checkbox"/> Property Division	INTERIM PROPERTY DIVISION CONSENT: n/a
<input type="checkbox"/> Other	INTERIM OTHER CONSENT: n/a

The parties consent to the foregoing orders:

- | | |
|--|--|
| <input type="checkbox"/> Solicitor for the Plaintiff | <input type="checkbox"/> Solicitor for the Defendant |
| <input type="checkbox"/> Plaintiff | <input type="checkbox"/> Defendant |

Party/counsel who is to prepare the formal order:

C. FINAL CONSENT ORDERS MADE AT JCC:

ISSUE	TERMS OF CONSENT ORDER
x Custody	Parties share joint custody of children
x Guardianship	Parties share joint guardianship (Joyce Model)
x Access	Father shall have reasonable and generous access, as well, alternate Fridays commencing November 27, 2009 at 4:30pm to Saturday 4pm. Plaintiff shall not change children's Residence without agreement of defendant or order.
x Spousal Support	Defendant shall pay ••••• per month on the first of the month commencing December 1, 2009 reviewable on or after July 1, 2013 or upon the Plaintiff remarriage or co-habitation, whichever first occurs.
x Child Support	Defendant shall pay ••••• per month on the first of the month commencing June 1, 2009.
x Property Division	Plaintiff to retain her home without claim from defendant Plaintiff responsible for the mortgage payments. In the event that re-financing the mortgage is not possible, sole conduct of sale of the home will be with the Plaintiff. Plaintiff will retain her RRSP, Defendant to retain all his Shares in various businesses without division to plaintiff. Each party shall retain their personal property in their own possession. Each party is responsible for their own debts in own names. Each bears own costs.
<input type="checkbox"/> Other	FINAL OTHER CONSENT: n/a

The parties consent to the foregoing orders:
Monday, November 23, 2009



D. SECTION 57 AND 67 ORDERS:

- ☐ Declaration of no reasonable prospect of reconciliation (S. 57)
- ☐ Property Restraining order (S. 67)

Terms of Order:

PART 11, RESOLUTIONS OPTIONS

The parties agree to pursue the following resolution options:

- | | By/On | Other |
|--|-------|-------|
| <input type="checkbox"/> Further Judicial Cases Conference | | |
| <input type="checkbox"/> Settlement meeting with parties and counsel | | |
| <input type="checkbox"/> Mediation | | |
| <input type="checkbox"/> Judicial Settlement Conference | | |
| <input type="checkbox"/> Mini-trial | | |
| <input type="checkbox"/> Summary Trial Pursuant to Rule 18A | | |
| <input type="checkbox"/> Other | | |

PART 11, PRE-TRIAL PROCEDURES

A. PARENTING AFTER SEPARATION:

- ☐ The parties will attend a Parenting After Separation Seminar

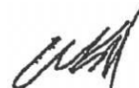
By:

This dates should be approximately 60 days from the date of the JCC

B. THE COURT MAKES THE FOLLOWING PROCEDURAL ORDERS:

- ☐ Pleadings be amended or closed as follows:

Plaintiff by
Defendant by
Other



Monday, November 23, 2009

- ☐ The parties deliver their list of documents as follow:
Plaintiff by
Defendant by
Other
- ☐ The parties deliver their Form 89 Statements as follows:
Plaintiff by
Defendant by
Other
- ☐ The parties oral examination be limited and completed as follows:
Plaintiff by
Defendant by
- ☐ The parties deliver their experts reports as follows:
Plaintiff by
Defendant by
- ☐ A Custody and Access Report be prepared in accordance with S. 15 of the Family Relations Act in accordance with the following directions:
Person preparing report
Scope of report
Completion Date
Payment Arrangements
Other directions
- ☐ Other procedural orders (specify):
- ☐ Orders made that all interlocutory applications be heard by:

Monday, November 23, 2009



PART IV TRIAL MANAGEMENT

A. TRIAL DATE

Date reserved for trial
Estimated length of trial

B. PRE-TRIAL CONFERENCE DATE:

Date and Time

C. DATE FOR INTERLOCUTORY APPLICATION(S):

Date and time for interlocutory
Applications

D. OTHER ORDERS/DIRECTIONS


Judge Master

Monday, November 23, 2009



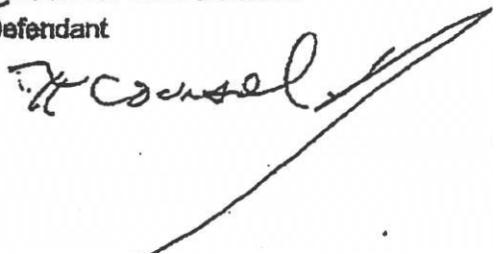


☒ Solicitor for the Plaintiff
☐ Plaintiff



☐ Solicitor for the Defendant
☒ Defendant

Party/counsel who is to prepare the formal order:


Counsel

Monday, November 23, 2009



COMPETITION TRIBUNAL

IN THE MATTER of the *Competition Act*, R.S.C. 1985, c. C-34, as amended;

AND IN THE MATTER of an inquiry under subparagraph 10(1)(b)(ii) of the *Competition Act* relating to certain marketing practices of Premier Career Management Group Corp. and Minto Roy;

AND IN THE MATTER of an application by the Commissioner of Competition for an order under section 74.1 of the *Competition Act*;

BETWEEN:

THE COMMISSIONER OF COMPETITION

Applicant

And

PREMIER CAREER MANAGEMENT GROUP CORP.

And

MINTO ROY

Respondents


AFFIDAVIT OF MINTO ROY
(sworn February 16, 2010)

I. Minto Roy, of the City of Vancouver, SOLEMNLY SWEAR THAT:

1. I have personal knowledge of the matters to which I hereinafter depose.
2. While I have recently been given the title of Vice-President and Partner, my employment with Snap technologies Ltd. ("Snaptech,") remains on a verbal month-to-month contract basis. I do not own shares in Snaptech and there has been no change in my compensation since I began working there. Attached as Exhibit "A" is a copy of a letter from the President of Snaptech Octavio Marquez that confirms my role at Snaptech.

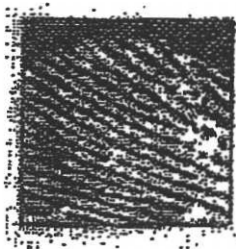
3. I operate the blogs found at the domain names www.mintoroy.com, www.mintoroy.ca and www.mintoroy.net. The blogs and the Twitter page found at www.twitter.com/careertoday exist only to provide general tips on securing employment and are an outlet for my personal thoughts on other business issues.
4. I do not solicit, nor do I conduct business with the blogs or the Twitter page. I do not conduct individual career coaching.
5. I make this Affidavit in good faith and for no improper purpose.

Sworn before me, in the City of Burnaby,)
in the Province of British Columbia,)
this 25 day of February, 2010.)



Minto Roy

ALBERT K. MacKINNON
A NOTARY PUBLIC AND FOR THE
PROVINCE OF BRITISH COLUMBIA



SNAPTECH MARKETING GROUP

To whom it may concern.

Feb.04/2010

I am writing to confirm that Minto Roy's status at Snap technologies remains on a month-to-month verbal contract basis. His compensation has not changed or been adjusted since he commenced work for our company in March, 2009.

Mr. Roy's job title of "Vice-President and Partner" is a reflection of his contribution and support to our entire team.



As a small business the past few years have been very challenging and like most businesses in Canada we remain cautious. We have benefited from Mr. Roy's contribution and hard work and feel that the title is an appropriate reflection of his role on our team and required for his continued efforts to represent Snap Technologies Ltd.

Sincerely,

Octavio Marquez
President Snap technologies Ltd.

This is Exhibit "A" referred to in the affidavit
of MINTO ROY
sworn before me at BURNABY, BC.
this 25 day of FEB : 2010

A Commissioner for taking Affidavits
= DEBRA MACINNON
= NOTARY PUBLIC IN AND FOR THE
= PROVINCE OF BRITISH COLUMBIA

COUNSEL:

For the applicant:

The Commissioner of Competition

John Syme

For the respondents:

Premier Career Management Group Corp. and Minto Roy
Sonny Ingram