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CT- 2008-009

Chantal Fortin for / pour
REGISTRAR / REGISTRAIRE

OTTAWA, ONT.

0001

THE COMPETITION TRIBUNAL

CT- 2008-009

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

AND IN THE MATTER of an inquiry commenced pursuant to subparagraphs 10(1)(b)(ii) and (iii) of the *Competition Act* in respect of certain alleged deceptive marketing practices of Northern Response International Ltd.,

AND IN THE MATTER of the filing and registration of a Consent Agreement pursuant to section 74.12 of the *Competition Act*.

BETWEEN:

THE COMMISSIONER OF COMPETITION

Applicant

-and-

NORTHERN RESPONSE INTERNATIONAL LTD.

Respondent

CONSENT AGREEMENT

WHEREAS the Commissioner of Competition (the “Commissioner”) is head of the Competition Bureau (the “Bureau”) and is responsible for the administration and the enforcement of the *Competition Act* (the “Act”) including the deceptive marketing practices provisions of the *Act* (Part VII.1) which include the misrepresentations to the public provisions of the *Act* (sub paragraphs 74.01(1)(a) and (b));

AND WHEREAS Northern Response International Ltd. (the “Respondent”) is a Canadian based distributor of international electronic retailing television commercials and their related products;

AND WHEREAS on October 12, 2006 the Commissioner commenced an inquiry (the “Inquiry”) pursuant to section 10 of the *Act* into certain alleged deceptive marketing practices of the Respondent, notably the practices in question relating to representations made to the public for the purpose of promoting the supply or use of a certain product, the Velform Sauna Belt (the “Sauna Belt”);

AND WHEREAS further to the Inquiry, the Commissioner gathered and analyzed evidence relating to the marketing practices of the Respondent, more specifically, in relation to the sale and promotion of the Sauna Belt;

AND WHEREAS the Commissioner has concluded that on or before August 25, 2005 until at least October 30, 2006 the Respondent engaged in reviewable conduct under the deceptive marketing practices provisions of the *Act* (namely subparagraphs 74.01(1)(a) and (b)), in relation to the sale and promotion of the Sauna Belt, in that:

(i) 74.01(1)(a) misleading representations

Commencing at the end of August, 2005 and continuing until at least October 30, 2006, the Respondent, for the purpose of generating sales of the Sauna Belt, used false or misleading representations which were made to the public through television commercials and internet websites, which gave the general impression that the Sauna Belt would cause significant, effortless weight loss and cellulite treatment.

(ii) 74.01(1)(b) performance/efficacy claims that are not based on adequate and proper test

Commencing at the end of August, 2005 and continuing until at least October 30, 2006, the Respondent, for the purpose of generating sales of the Sauna Belt used false and misleading representations in the form of a performance and efficacy claim, which were made to the public through television commercials and internet websites based on tests that were not adequate and proper as required by the *Act*.

AND WHEREAS certain senior officers of the Respondent received information from a foreign third party supplier as to the efficacy and performance of the Sauna Belt which was used in the representations made to the public without conducting their own, independent testing to support the performance claims made. Additionally, employees of the Respondent expressed skepticism as to the performance and efficacy of the Sauna Belt.

AND WHEREAS the Commissioner and the Respondent are satisfied that the Inquiry can be resolved with the registration of this Consent Agreement;

AND IT BEING UNDERSTOOD THAT although the Commissioner has come to the foregoing conclusions and solely for the purposes of this Consent Agreement and its registration, the Respondent does not contest the Commissioner's conclusions, and for greater certainty nothing in this Consent Agreement shall be taken as an admission now or in the future by the Respondent of any contravention of the *Act*, or of any facts, submissions or legal arguments, nor shall it derogate from any rights or defences of the Respondent or the Commissioner under the *Act* or otherwise;

AND WHEREAS the Respondent is committed to compliance with the *Act* generally, and the deceptive marketing practices provisions (Part VII.1) specifically;

AND WHEREAS the Commissioner and the Respondent agree that upon the signing of this Consent Agreement, the Consent Agreement shall be filed with the Competition Tribunal for immediate registration;

AND WHEREAS the Commissioner and the Respondent understand that upon registration, this Consent Agreement shall be enforceable as if it were an order rendered by the Competition Tribunal pursuant to section 74.12 of the *Act*;

NOW THEREFORE in order to resolve the Commissioner's investigation into certain alleged deceptive marketing practices of the Respondent, the Parties hereby agree as follows;

I. Interpretation

1. For the purpose of the Agreement, the following definitions shall apply:
 - a. **"Affiliate"** shall have the meaning ascribed to it in the *Act*, with respect to businesses carrying on same or similar business to the Respondent in Canada;
 - b. **"Agreement"** means this Consent Agreement entered into by the Respondent and the Commissioner of Competition;
 - c. **"Commissioner"** means the Commissioner of Competition, appointed pursuant to section 7 of the *Act*, and her authorized representatives;

- d. **“Respondent”** means Northern Response International Ltd. incorporated under the laws of Ontario, and any subsidiary corporation of, now or in future, the Respondent within the meaning of subsection 2(3) of the *Act*;
- e. **“Respondent’s Personnel”** means all current and future employees and agents of the Respondent who are or become materially involved at the direction of the Respondent in the formulation and implementation of the Respondent’s advertising and marketing policies in Canada;
- f. **“Respondent’s Senior Management”** means the current and future President, Chief Executive Officer, Chief Operating Officer, Vice-President, General Counsel and Corporate Secretary, Vice-Presidents of Canadian Advertising and Customer Service and any other positions with similar functions to those positions mentioned above, but does not include officers with no responsibility for business activities or operations in Canada.
- g. **“Parties”** means the Commissioner of Competition and the Respondent;
- h. **“Person”** means any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity;
- i. **“Products”** means the Sauna Belt or any similar devices supplied, sold or promoted by the Respondent; and
- j. **“Tribunal”** means the Competition Tribunal established by the *Competition Tribunal Act Canada*, R.S.C. 1985, c. 19 (2nd Supp.), as amended.

II. Application

- 2. The provisions of the Agreement shall apply to:
 - a) the Respondent, its subsidiaries, its affiliates, successors and assigns, and the Respondent’s Personnel, and
 - b) the Commissioner.

A. FALSE OR MISLEADING REPRESENTATIONS

3. With respect to the Sauna Belt or any similar devices, the Respondent and the Respondent's Personnel shall comply with the Misleading Representations and Deceptive Marketing Practices provisions of the *Act*, which provide:

74.01 (1) Misrepresentations to the public

A person engages in reviewable conduct who, for the purpose of promoting, directly or indirectly, the supply or use of a product or for the purpose of promoting, directly or indirectly, any business interest, by any means whatever,

(a) makes a representation to the public that is false or misleading in a material respect;

(b) makes a representation to the public in the form of a statement, warranty, or guarantee of the performance, efficacy or length of life of a product that is not based on adequate and proper test thereof, the proof of which lies on the person making the representation

74.01(6) General Impression

In proceedings under this section, the general impression conveyed by a representation as well as its literal meaning shall be taken into account in determining whether or not the representation is false or misleading in a material respect.

4. The Respondent shall immediately cease the sale and marketing of the Sauna Belt, by any means whatsoever.
5. The Respondent and the Respondent's Personnel shall not make, cause to be made, or permit to be made on its behalf, any representation whatsoever in Canada to consumers in Canada by any means whatsoever, including via internet, which is false or misleading in a material respect with respect to the Sauna Belt, or any similar devices.
6. The Respondent and the Respondent's Personnel shall cease making any representation in Canada to the public in Canada for the promotion of the Sauna Belt or any similar devices, in the form of a statement, warranty or guarantee of performance, efficacy or length of life, unless such representations are based on adequate and proper tests.

B. ADMINISTRATIVE MONETARY PENALTIES

7. The Respondent shall pay an administrative monetary penalty in the amount of \$350,000 dollars;

C. COSTS

8. The Respondent shall indemnify the Receiver General of Canada for costs and disbursements incurred during the course of the Commissioner's investigation into this matter in the amount of \$50,000 dollars.

D. RESTITUTION

9. The Respondent shall refund the purchase price of the Sauna Belt to Canadian customers who purchased the product directly from the Respondent or from a Canadian reseller of the Sauna Belt supplied by the Respondent, according to the terms described in the Corrective Notice attached as Appendix "A" of this Agreement. Additionally, upon receipt of Sauna Belts from Canadian consumers requesting refunds, the Respondent shall not resell the returned products in Canada or any other jurisdiction using any unsubstantiated representations. The Respondent shall provide a written report outlining the details on the number of refunds requested and issued (including the reasons for any refusals) to be submitted to the Commissioner upon completion of the final refund request, as set out in Appendix A.

E. FORM OF PAYMENT

10. The payment referred to in paragraphs 7 and 8 above shall be made forthwith and shall be in certified funds, cashier's cheque or by wire transfer.

F. CORRECTIVE NOTICES

11. The Respondent shall post a Corrective Notice as described in Appendix "A" of this agreement on its websites (through a link appearing on the home pages) with hyperlinks to the Competition Tribunal website to view this Agreement. This Notice shall be posted on the Respondent's websites for twelve weeks.

12. The Respondent shall broadcast a Notice (see Appendix “B”), to be aired commencing no later than 14 business days from execution of this Agreement and according to a broadcast plan (which is of similar broadcast density as the Respondent’s original advertising) to be approved by the Competition Bureau prior to the execution of this Agreement.
13. The Respondent shall distribute copies of the Corrective Notice described above in paragraph 11, to all of its affiliates, Canadian resellers and suppliers of the Sauna Belt, a list of which will be provided to the Competition Bureau prior to the execution of this agreement.
14. The Respondent shall, upon publication and airing of the Corrective Notice, provide proof in writing to the Commissioner that the Corrective Notice was posted, aired, and distributed as described in the Agreement, within two (2) weeks of completion.

G. CORPORATE COMPLIANCE PROGRAM

15. Within 60 days of the registration of this Agreement, the Respondent shall establish, and thereafter maintain, a Corporate Compliance Program (the “Compliance Program”), the goal of which will be to promote the compliance of the Respondent’s Personnel with the *Act* generally, and specifically, without limiting the generality of the foregoing, the misleading representations provisions of the *Act* (Part VII.1) which includes subsections 52(1) and 74.01(1) of the *Act*. The Compliance Program shall be framed and implemented in a manner consistent with the Commissioner’s Information Bulletin on “Corporate Compliance Programs” published on the Competition Bureau’s web site at www.competitionbureau.gc.ca .
16. The Respondent’s Senior Management shall acknowledge their commitment to the Corporate Compliance Program via commitment letters as provided in Appendix “C” of the Agreement.
17. The Corporate Compliance Program shall include:
 - a. the appointment of a Corporate Compliance Officer within two (2) weeks of the execution of the Agreement;
 - b. the development of a written Corporate Compliance Policy (the “Compliance Policy”)

- c. a written Compliance Policy which will include among other things:
 - i. a statement by Senior Management stressing the company's commitment to the policies and procedures contained therein;
 - ii. a reference to the purpose of the *Act*, a general description of the *Act*, as well as a description of those provisions of the *Act* that are most relevant to the Respondent, including the enforcement, penalty and remedy provisions;
 - iii. clear examples to illustrate the specific practices that are prohibited, so that the Respondent's Personnel at all levels can easily understand the potential application of the *Act* to their own duties;
 - iv. a practical code of conduct that identifies activities that are illegal or open to question;
 - v. a statement outlining the consequences of breaching corporate policies, and;
 - vi. procedures that detail exactly what an employee should do when concerns arise out of certain situations, or when possible violations of the *Act* are suspected.
- d. the distribution of the Compliance Policy to all the Respondent's Personnel with the exception of third party agents of the Respondent.;
- e. include the Compliance Policy in any and all Canadian marketing policy manuals;
- f. the development of and delivery to the Respondent's Personnel (with the exception of third party agents of the Respondent) of a mandatory Corporate Compliance Program/Compliance Policy education session;
- g. the development and delivery of an annual refresher Corporate Compliance Program/Compliance Policy education session for all of the Respondent's Personnel with the exception of third party agents of the Respondent;

- h. to obtain the annual acknowledgment, in writing, by the Respondent's Personnel (with the exception of third party agents of the Respondent) of their awareness and comprehension of the Compliance Program and Compliance Policy as provided in Appendix "D" of the Agreement;
- 18. The Commissioner or her authorized representative shall, on an annual basis, be entitled to require the Respondent to provide a written report on its annual review of the Respondent's Corporate Compliance Program and Compliance Policy and their implementation. Any such report shall be submitted under oath or affirmation of an officer of the Respondent within thirty (30) days of the request being made.
- 19. For the purpose of determining or securing compliance with this Agreement, subject to any valid claim to a legally recognized privilege, and upon written request, the Respondent shall permit any duly authorized representative of the Commissioner:
 - (a) upon a minimum of ten (10) days notice to the Respondent, access during office hours of the Respondent (subject to a reasonable opportunity by the Respondent to have counsel present) to inspect all books, ledgers, accounts, correspondence, memorandum, and all other records in the possession or under control of the Respondent relating to compliance with this Agreement; and
 - (b) upon a minimum of ten (10) days notice to the Respondent, and without restraint or interference from the Respondent (but subject to a reasonable opportunity to have counsel present), to interview the Respondent's Senior Management and/or the Respondent's Personnel (with the exception of third party agents of the Respondent) on matters relating to compliance with this Agreement.
- 20. The Commissioner or her authorized representative may also request and the Respondent shall facilitate access to education sessions conducted by the Respondent.
- 21. The Respondent shall submit to the Commissioner, the draft Corporate Compliance Program and Compliance Policy more fully described in paragraph 17 above, within forty-five (45) days of the execution of the Agreement.

H. FAILURE TO COMPLY

22. A failure to comply with the terms of this Agreement by the Respondent, the Respondent's Personnel or, its Affiliates shall be deemed to be a breach of this Agreement by the Respondent
23. For the purposes of determining or securing compliance with the Agreement, where it is in the public interest to do so, the Commissioner shall provide the Respondent with written notice and allow the Respondent three (3) weeks in which to rectify any objections raised by the Commissioner with regard to compliance with the Agreement prior to the commencement of formal proceedings by the Commissioner before the Tribunal.

I. COPIES OF THE AGREEMENT

24. The Respondent shall provide a copy of the Agreement in its entirety to all current Respondent's Senior Management, within thirty (30) days of the execution of the Agreement. Further, within forty-five (45) days of the execution of the Agreement and in any event, within thirty (30) days of commencing employment with the Respondent, the Respondent shall secure from each such Respondent Senior Management person identified above a signed and dated statement acknowledging that he or she has read and understood the Agreement and relevant provision of the *Act* as provided in Appendix "C".

K. TERM OF AGREEMENT

25. Unless otherwise specified, this Agreement shall be binding upon the Respondent and the Respondent's Personnel for a period of ten (10) years following the date of registration of this Agreement.

III. Notices

26. Notices pursuant to the Agreement shall be given to the Parties at the following addresses by registered mail:

(a) The Commissioner:

Sheridan Scott
Commissioner of Competition
Competition Bureau
Place du Portage, Phase 1, 50 Victoria Street
Gatineau (QC) K1A 0C9
Telephone: (819) 997- 3301
Facsimile: (819) 953-5013

With copies to:

Jeff Richstone
Department of Justice
Place du Portage, Phase I, 50 Victoria Street, 22nd Floor
Gatineau (QC) K1A 0C9
Telephone: (819) 953-3884
Facsimile: (819) 954-0964

(b) The Respondent:

c/o Rob Kwinter
Blake, Cassels & Graydon LLP
199 Bay Street Suite 2800, Commerce Court West
Toronto ON M5L 1A9

Telephone: 416-863-2400

Facsimile: 416-863-2653

IV. General

27. The Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same Agreement.
28. The Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
29. For greater certainty, the Tribunal shall retain jurisdiction for the purpose of any application by the Commissioner or the Respondent to rescind or vary any of the provisions of the Agreement in the event of a change of circumstances or otherwise pursuant to section 74.13 of the *Act*, or with respect to any issue concerning the Agreement with the exception of matters contained in paragraphs 7 through 14 above.
30. In the event of a dispute as to the interpretation or application of the Agreement, including any decision by the Commissioner pursuant to the Agreement or breach of the Agreement by the Respondent, either of the Parties shall be at liberty to apply to the Tribunal for an order interpreting any of the provisions of the Agreement. In the event of a dispute in relation to the English and French version of the Agreement, the English version shall govern.
31. In the event that the Tribunal varies, in a material respect, the substantive terms of the Agreement pursuant to section 74.13 of the *Act*, the Respondent or the Commissioner, with the exception of matters contained in paragraphs 7 through 14 above, shall each have the right to terminate the Agreement by written notice to the other party hereto given within 30 days of the date on which such order is made.
32. The Parties shall keep the Agreement confidential until the date of registration with the Tribunal.

The undersigned hereby agree to the registration of this Consent Agreement.

DATED at Toronto, in the Province of Ontario this 22nd day of August, 2008.

“Northern Response International Ltd.”

for: Northern Response International Ltd.

DATED at Gatineau, in the Province of Quebec this 20th day of October, 2008.

“Andrea Rosen”

Andrea Rosen
Deputy Commissioner of Competition

Appendix “A” (Corrective notice and terms of refund)
NOTICE BY NORTHERN RESPONSE INTERNATIONAL LTD.
RE: THE VELFORM SAUNA BELT

The Competition Bureau (the “Bureau”) has informed Northern Response International Ltd. (“the Company”) that certain representations made by the Company for the promotion of the Velform Sauna Belt have raised concerns under the misleading advertising provisions of the Competition Act. These provisions aim to improve the quality and accuracy of marketplace information, discourage deceptive marketing practices and ensure consumers are not misled. The Bureau believes the Company engaged in reviewable conduct contrary to the *Act* in its promotion of the Velform Sauna Belt, an alleged weight loss device. The Company relied upon information received from a foreign, third party supplier as to the efficacy and performance of the Sauna Belt which was used in the representations made to the public without conducting their own, independent testing to support the performance claims made.

The Company does not admit to contravening the *Act* but is committed to providing consumers with proper information to make informed purchase decisions and has agreed, among other things, to discontinue the sale of the Velform Sauna Belt, to pay a significant administrative monetary penalty along with paying towards the Bureau’s cost for its investigation, implement a Corporate Compliance Program and to provide consumer refunds. Any Canadian customers who have purchased the Velform Sauna Belt directly from the Company, either through its websites or television commercials (including infomercials), may obtain a full refund of the purchase price on request by sending back their Velform Sauna Belt, with original packaging, if available, to the following address:

Velform Sauna Belt Refund Request
150 Shorting Rd.
Scarborough, Ontario M1S 3S6
Toll Free: 1-866-547-2090 (English or French) (between 9 am to 5pm EST)

Any Canadian customers, who have purchased the Velform Sauna Belt through Canadian resellers supplied by the Company, may obtain a full refund of the purchase price by sending proof of purchase along with their Velform Sauna Belt, with original packaging if available. Proof of purchase for retail refund requests shall include either a receipt from one of the Company’s Canadian resellers or product packaging which indicates the company as the product distributor.

In recognition of the Bureau’s concerns and the importance of providing accurate information to consumers, the Company and the Bureau have filed a Consent Agreement with the Competition Tribunal which addresses the Bureau’s concerns. The Agreement will remain in effect for a period of 10 years.

The Consent Agreement can be found on the Competition Tribunal's web site at www.ct-tc.gc.ca <http://www.ct-tc.gc.ca> For additional information, consult the Competition Bureau's website at www.competitionbureau.gc.ca

The Notice will be posted on the Respondent's websites within 10 business days of registering the agreement and will remain for 12 weeks. The text of the notice on the Respondent's websites will be in 10-point font in unembellished print. The title of the notice, "Notice by Northern Response International Ltd. Re: the Velform Sauna Belt", will appear in bolded 12-point font, as will the name, address and phone number of the corporation's return centre at the bottom of the notice. There will be an hyperlink to the Competition Tribunal to view the Consent Agreement. The "1-800" number provided by the Respondent will not simply lead to a recorded message and will provide a caller with the opportunity to speak to a person should additional information be required. The "1-800" number shall remain active until 3 months after the last request for a reimbursement is received by the Respondent (9am to 5pm EST). Proof of purchase for retail refund request shall include either a receipt from one of the Respondent's Canadian resellers or product packaging which indicates the Respondent as the product distributor.

Appendix “B” (broadcast corrective notice)

**NOTICE BY NORTHERN RESPONSE INTERNATIONAL LTD.
RE: The VELFORM SAUNA BELT REFUNDS**

The Commissioner of Competition (the “Commissioner”) has concluded that certain representations made by Northern Response International Ltd. (the “Company”) for the promotion of the Velform Sauna Belt have raised concerns under the Misleading Representations and Deceptive Marketing Practices provisions of the *Competition Act*.

While it does not admit to contravening the *Act*, the Company is committed to providing consumers with proper information to make informed purchase decisions and has agreed among other things, to correct its advertising, to pay a significant administrative monetary penalty and pay towards the cost of the Bureau’s investigation and to provide refunds, on request, to Canadian customers who purchased a Velform Sauna Belt directly from the Company.

Any Canadian customers who purchased a Velform Sauna Belt from a Canadian reseller supplied by the Company can obtain a refund by sending proof of purchase along with their Velform Sauna Belt, with original packaging if available, to the address below.

SUPERSCRIPT:

**VELFORM SAUNA BELT REFUND REQUEST:
150 Shorting Rd.**

Scarborough, Ontario M1S 3S6

Toll Free: 1-866-547-2090 (French or English) (9am to 5pm EST)

- This notice shall be broadcasted (342) times, in the form of a 60 second television spot in which 40 seconds will be used to read the notice and 20 seconds will be used for a full screen superscript.
 - Notices shall be aired according to the broadcast plan provided to the Commissioner.
 - The (342) notices shall be broadcasted over a 14 day period to begin (on a best efforts basis) within 14 days of the execution of the Agreement.
 - The “1-800” number provided by the Respondent will not simply lead to a recorded message and will provide a caller with the opportunity to speak to a person should additional information be required. The “1-800” number shall remain active until 3 months after the last request for a reimbursement is received by the Respondent (9am to 5pm EST) .
- (342) - to be determined by the broadcast plan

Appendix "C"
Respondent's letterhead

CONFIDENTIAL

DATE

Sheridan Scott
Commissioner of Competition
Competition Bureau
Place du Portage I
50 Victoria Street
Gatineau (Québec)

Dear Ms. Scott:

RE: Commitment to Establishment and Maintenance of a Compliance Program

Further to paragraph 16 of the Consent Agreement between the Commissioner of Competition (the "Commissioner") and Northern Response International Ltd. registered before the Competition Tribunal on [date], a copy of which I have received and understood, I understand that it is part of my job responsibility to help ensure the successful implementation of and/or ongoing maintenance of Northern Response International Ltd.'s Corporate Compliance Program and Compliance Policy. I have received a copy of, and understand and will take an active and visible role in the establishment and/or maintenance of the Corporate Compliance Program and Compliance Policy.

Sincerely,

Appendix “D”

I, _____ of the City of _____, am employed by Northern Response International Ltd. in the capacity of _____. In this capacity, I am or may become materially involved in the formulation and/or the implementation of Northern Response’s marketing and advertising policies in Canada. I acknowledge that I am subject to and am required to comply with Northern Response’s Corporate Compliance Program and Northern Response’s Compliance Policy with respect to the Competition Act, R.S.C. 1985 c. C-34 (as amended) (the “Act”).

This is to advise that:

- (a) I have read and understand Northern Response’s Corporate Compliance Program, the goal of which is to promote compliance with the *Act* generally, and the Misleading Representations and Deceptive Marketing Practices provision of the *Act* specifically; and
- (b) I have read and understand Northern Response’s Compliance Policy with respect to the *Act*.

Date: ___/___/_____

Signature: _____

CT-

THE 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
commenced pursuant to subparagraphs
10(1)(b)(ii) and (iii) of the *Competition Act* in
respect of certain alleged deceptive marketing
practices of Northern Response International
Ltd.,

AND IN THE MATTER of the filing and
registration of a Consent Agreement pursuant to
section 74.12 of the *Competition Act*.

BETWEEN:

**THE COMMISSIONER OF
COMPETITION**

Applicant

- and -

**NORTHERN RESPONSE
INTERNATIONAL LTD.**

Respondent

CONSENT AGREEMENT

Josephine A.L. Palumbo
Senior Litigation Counsel
Department of Justice
Place du Portage, Phase I
50 Victoria Street, 22nd Floor
Gatineau (QC) K1A 0C9
Telephone: (819) 953-3902
Facsimile: (819) 953-9267