



GENERAL AGENCY AGREEMENT

POWER OF ATTORNEY WITH POWER TO APPOINT A SUB-AGENT AND GRANTING SECURITY INTEREST

KNOW ALL MEN BY THESE PRESENTS

1. That I / WE	
Of	

(sometimes referred to as the "Client") do hereby constitute and appoint:

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(sometimes referred to as my "Attorney") my true and lawful Attorney to transact business on my behalf in all matters relating to:

- i. Customs that may be transacted by a customs broker licensed under the *Customs Act*;
- ii. Excise under the *Excise Act* and any tax under the *Excise Tax Act*;
- iii. The services described in paragraph 3 on the reverse hereof; and
- iv. any other Agent of Canada Taxes including Goods & Services Taxes, including all matters relating to the accounting for a payment and refund of customs and/or excise duties, excise tax, sales tax and Goods & Services Tax in respect of imported or exported goods released under such legislation, at the customs office(s) located in all ports of Canada.

2. AND IN CONNECTION THEREWITH:

- (a) to execute, sign, seal, deliver and endorse for me and in my name all bonds, entries, bills of lading, bills of exchange, warehouse receipts or other means of payment or collateral security which comes into its possession and to use same, including drawbacks and claims of any nature for reimbursement of customs duties, sales taxes, excise taxes, Goods and Services taxes and the like;
- (b) to receive all such payments and sums of money as are now due or may hereafter become due or payable to me by way of rebate, refund, or remission on the order of the Canada Customs And Revenue Agency relative to the foregoing; and to endorse on my behalf as my Attorney and to deposit to and for its own account all such payment from the Government of Canada.

3. I acknowledge that any duties, charges or other amounts paid on my behalf or to my account by my Attorney shall be a debt due by me to my Attorney and any refund or remission of such duties, charges or other amounts shall be the property of my Attorney and I direct and authorize any governmental agencies collecting same to deliver such rebate, refund or remission to my Attorney. I hereby grant a security interest to, and irrevocably assign to, my Attorney all of the said refunds or remission of such duties, charges or other amounts and all present and after-acquired personal property of the Client as security for any amounts due at any time to my Attorney, any obligation due to my Attorney and all reinforcement and other costs incurred by my Attorney.

4. I hereby certify that, to the best of my knowledge, all documents and/or information that will be provided to my Attorney by myself or on my behalf in connection with this mandate, will be true, accurate and complete.

5. I further grant my Attorney full power and authority to appoint any other person to whom a license to transact business as a Customs Broker has been issued under the Customs Act as a sub-agent to transact the aforesaid business on my behalf at any of the aforementioned Customs offices, and to revoke any such appointment and appoint any other person who holds such a license as a sub-agent in the place of any sub-agent whose appointment has been revoked, as he, my Attorney, shall from time to time think fit. I consent to my Attorney assigning its interest hereunder to any subagent if my Attorney deems it expedient.

6. I, the said Client, hereby agree that all transactions hereunder shall be governed by the Standard Trading Conditions of the Canadian Society of Customs Brokers which are on the reverse side hereof which form part of this agreement and which have been read by the undersigned. The assignment and security interest created shall be governed by the *Personal Property Security Act* of British Columbia.

7. I hereby ratify and confirm and agree and confirm all that my said Attorney may do by virtue hereof.

8. I hereby waive the right to receive a copy of any financial statement or verification statement respecting the security interests created herein.

9. This Power of Attorney shall be and remain in full force and effect, until due notice of its revocation shall be given to or by my aforesaid Attorney in writing by personal delivery or double registered mail.

10. I shall forthwith pay any amounts invoiced to me by my Attorney. Interest on any payments or other sums due to my Attorney shall bear interest at the rate of 18% per annum, compounded annually, commencing 14 days after the invoice date for the same, or at such time that both parties have agreed to in writing.

Grantor acknowledges receipt of Priority Worldwide Services' Terms and Conditions governing all transactions between the persons concerned.

IN WITNESS WHEREOF the Client has caused these presents to be sealed with its corporate seal, attesting to by signature of its duly authorized officials at:

City		In (prov)		this		day of		20
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NAME (PRINT) / TITLE	SIGNATURE
NAME (PRINT) / TITLE	SIGNATURE

I HAVE THE AUTHORITY TO BIND THIS COMPANY IN ALL MATTERS