

GENERAL AGENCY AGREEMENT AND POWER OF ATTORNEY WITH POWER TO APPOINT A SUB-AGENT

I/We, _____
Name of Client (Company, Partnership or Individual) (CRA Business Number if applicable)

** Put NA if NOT a business.

Of _____
(address)

do hereby constitute, appoint, and authorize Border Giant Inc. ("Border Giant") 724990080 (BN), a Customs Broker licensed under the *Customs Act*, of 1112 - 1 Russell, Thunder Bay ON P7B5N2, as my true and lawful attorney and agent to transact business on my behalf, at all customs ports in Canada, with the Canada Border Services Agency ("CBSA") and other applicable governmental departments, ministries, bureaus, and agencies in all matters relating to the import and export of goods, including but not restricted to:

- (i) the release of and accounting for goods, document and data preparation, payment of, and refund of, all government duties, taxes and levies in respect of imported and exported goods released or to be released, and
- (ii) the transportation, warehousing and distribution of such goods

AND IN CONNECTION THEREWITH:

- (a) to obtain, execute, sign, seal, endorse and deliver for me and in my name all bonds, entries, permits, bills of lading, bills of exchange, warehouse receipts, declarations, claims of any nature, or other means of payment or collateral security which comes into Border Giant's possession and to use same, including drawbacks and claims of any nature, for reimbursement of duties, taxes, levies and the like, and generally to use our name with full binding effect whenever and wherever it may be deemed appropriate or expedient for the purpose of any such business as set out above; and
- (b) to receive all such payments and sums of money as are now due or may hereafter become due and payable to me relative to the foregoing; and to endorse on my behalf and as my agent and to deposit to and for Border Giant's own account all such payments.

I acknowledge that any duties, charges or other amounts paid on my behalf or to my account by my agent or sub-agent shall be a debt due by me to my agent or subagent, and any refund, rebate, drawback, or remission of such duties, charges or other amounts shall be the property of my agent or sub-agent, and I direct and authorize any governmental department, ministry, bureau, or agency or other party collecting same to deliver such rebate, refund, drawback, or remission to my agent or subagent.

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

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 and to revoke any such appointment and to 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 my attorney shall from time to time think fit.

I agree and covenant for myself and my executors, administrators, successors and assigns to ratify and confirm all that my agent shall lawfully do on my behalf by virtue of these presents. I acknowledge that I remain liable for any transactions completed on my behalf by my agent.

All of our information pertaining hereto shall be kept confidential by Border Giant and its sub-agents, if applicable, and shall only be released to CBSA as required by law, subject to instructions provided by an authorized representative to Border Giant to release the information to third parties; notwithstanding the foregoing, Border Giant may provide any of such information to any direct or indirect subsidiary of Border Giant.

The parties hereto have requested and agreed that this General Agency Agreement be drawn up in the English language. Les parties aux présentes ont demandé et convenu que la présente entente soit rédigé en anglais.

Without limiting the generality of the foregoing, in respect of the above services: (a) Border Giant shall not be liable for any error in judgment or for anything which it may do or refrain from doing or for any resulting or consequential damage or loss caused by the negligence of Border Giant or by an act of God or other act or cause beyond the reasonable control of Border Giant; Border Giant shall not be liable for any failure to provide the above services which is a result of the operation of the applicable laws of Canada or any other country or a change in the policies of the CBSA or other applicable government department, ministry, bureau or agency; and (b) any errors or omissions on CBSA or other documents and/or data transmissions must be reported in writing to Border Giant by the Client as soon as possible but in any event within 10 days of receipt of the documents and/or data; Border Giant shall not be responsible for any errors or omissions unless the same are reported to within the said 10-day period.

I acknowledge that this agreement will be in effect until cancelled, in writing, by either party.

Client Signature

Date

Border Giant Representative Signature

Date