

KNOW ALL MEN BY THESE PRESENTS that _____
(Full Legal Name of Client)

Of _____
(Address of Client) (Business Number of Client)

(hereinafter referred to as the "Client") does hereby constitute and appoint **Cole International Inc.** a Customs Broker licensed under the *Customs Act* (hereinafter referred to as the "Customs Broker") of **Calgary, Alberta, Canada** its true and lawful agent and attorney to transact business on the Client's behalf in all matters relating to the import and export of goods, including by not restricted to:

- (i) customs activities that may be transacted by a customs broker licensed under the *Customs Act* of Canada;
- (ii) advance data filing for admissibility purposes, the release of and accounting for goods, document and data preparation, payment of, and receipt of refunds of, all government duties, taxes, penalties, interest, fines and/or other charges or amounts in respect of imported and exported goods reported or released or to be reported or released or otherwise related to the import or export of goods ("**Government Charges**");
- (iii) the transportation, warehousing and distribution of such goods, and/or the arrangement thereof;
- (iv) excise activities under the *Excise Act* of Canada and any tax or levies payable under the *Excise Tax Act* of Canada; and
- (v) activities under such other legislation as may be promulgated from time to time respecting import and export of goods to and from Canada and any related taxes including all matters relating to the accounting for and payment and refund of customs and excise duties, excise tax, sales tax and goods and services tax or any other like taxes or duties in respect of imported goods released or to be released under such legislation, at the Canada Customs office(s) located in;

_____ and Client hereby engages Customs Broker to perform such services.
(Location of Port)

AND IN CONNECTION THEREWITH:

- a) obtain, sign, seal, endorse and deliver for Client all bonds, entries, permits, bills of lading, bills of exchange, declarations, claims of any nature, or other means of payment or collateral security which comes into Customs Broker's possession and to use same, including drawbacks and claims of any nature, for reimbursement of any Government Charges;
- b) receive all such payments and sums of money as are now due or may hereafter become due and payable to Client relative to the foregoing; and to endorse on Client's behalf and as Client's agent and attorney and to deposit to and for Customs Broker's own account all such payments; and
- c) obtain from the Canada Border Services Agency ("**CBSA**") and review Client's CBSA importer profile and other data related to Client's import and export transactions.

Client confirms that this Agency Agreement and Power of Attorney (a) constitutes all notices and authorizations required by the Minister of Foreign Affairs and the Trade Controls Bureau in the Department of Foreign Affairs and International Trade (Global Affairs Canada) with respect to all matters for which such notices and authorizations are required for an agent or attorney to act on Client's behalf; and (b) authorizes Customs Broker to act on Client's behalf with respect to documentary compliance with any and all Federal Government departments or programs involving the import or export of goods.

Client further grants Customs Broker, as Client's agent and 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 Client's 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 Customs Broker, as Client's agent and attorney, shall from time to time think fit.

Client acknowledges that any Government Charges paid on Client's behalf or to Client's account by Customs Broker, as Client's agent and attorney, or by sub-agent, shall be a debt due by Client to Customs Broker as Client's agent and attorney, or to the sub-agent, and any refund, rebate or remission of any Government Charges shall be the property of Customs Broker, as Client's agent and attorney, or of the sub-agent, and Client directs and authorizes any governmental agencies collecting same to deliver such rebate, refund or remission to Customs Broker, as Client's agent and attorney, or to the sub-agent, as and if directed by Customs Broker.

Client hereby undertakes that, to the best of Client's knowledge, all documents and/or information that will be provided to Customs Broker, as Client's agent and attorney, by Client or on Client's behalf, in connection with this mandate, will be true, accurate and complete.

The Client agrees to:

- (i) on demand, reimburse the Customs Broker for all monies properly expended by the Customs Broker or by any Sub-Agent including the payment of any duty and taxes, or posting of any surety bond deposited as security with any Canada Customs office; and
- (ii) to provide such security for such reimbursement or make such other arrangements for such reimbursement as the parties hereto may otherwise agree.

The Client agrees and covenants for itself, its heirs, executors, administrators, successors and assigns to ratify and confirm all that the Customs Broker and any Sub-Agent shall lawfully do on the Client's behalf by virtue of these presents.

Client hereby agrees that this Agency Agreement and Power of Attorney and all transactions hereunder are governed by the Standard Trading Conditions, as provided to and which have been read and agreed to by the Client.

Non-Solicitation: Client will not solicit for employment, employ, hire, consult with, or otherwise retain, directly or indirectly, the services of any personnel of the Attorney during the term of this Agreement and for a period of one (1) year following expiration or termination of this Agreement, except with the prior written consent of the Customs Broker. Any such actions in violation of these provisions will be considered a Breach of this Agreement and will entitle the Customs Broker to seek either:

- (i) immediate injunctive relief, and/or
- (ii) payment equal to fifty percent (50%) of the personnel's total annual salary from the Client to the Customs Broker as compensation for any violation of this provision.

Client Initials: _____



GENERAL AGENCY AGREEMENT
Appointing a Customs Broker Power of Attorney with Power to Appoint a Sub-Agent

This Power of Attorney and Agreement shall be and remain in full force and effect until due notice of its revocation shall be given to the Customs Broker, in writing, by registered mail.

By signing this Power of Attorney, client agrees to Cole International Inc.'s Terms and Conditions and understands they are subject to change without notice.

In Witness Whereof _____ has caused these presents
(Name of Client)

to be signed at _____ in _____ this _____ day of _____, 20____.
(Name of Municipality) (Name of Province/State) (Day) (Month) (Year)

SIGNED, SEALED IN THE PRESENCE OF:

FOR THE CLIENT: (Signature indicates you have read and understood Cole International Inc. Trading Conditions as constituted on Page 2 of this transmission)

Signature of Witness

Signature _____ (Seal)
Print Name _____ Title _____
Signature _____
Print Name _____ Title _____

Client Initials: _____