



151 Spruce Street, New Westminster BC V3L 5E5

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## GENERAL AGENCY AGREEMENT

APPOINTING HERCULES FORWARDING INC. AS A CUSTOMS BROKER  
WITH POWER TO APPOINT A SUB-AGENT AND GRANTING SECURITY INTEREST

That I/We (name of Company)	Business# or GST#
Of (address, city, province, postal code,)	

(sometimes referred to as the "Client") do hereby constitute and appoint Hercules Forwarding Inc., of 151 Spruce Street, New Westminster, B.C., Canada, V3L 5E6 (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 and services tax in respect of imported or exported goods released or to be released under such legislation, at the customs office(s) located in all ports of Canada.

1. **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 Department of National Revenue of Canada relative to the foregoing; and to endorse on my behalf as my Attorney and to deposit to and for its own account all such payments from the Government of Canada.

2. 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 irrevocably assign to my Attorney all of the said refunds or remission of such duties, charges or other amounts as security for any amounts due at any time to my Attorney, any obligations due to my Attorney and all reinforcement and other costs incurred by my attorney.

3. 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.

4. 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 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 he, my Attorney, shall from time to time think fit. I consent to my Attorney assigning its interest hereunder to any sub-agent if my Attorney deems it expedient.

5. 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.

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

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

8. 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 by double registered mail.

9. 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 30 days after the invoice date for the same, or at such time that both parties have agreed to in writing.

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

(Municipality/City) \_\_\_\_\_ in (Province/State) \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_.

Name	Name
Title	Title
Signature	Signature

Accepted by: (for internal use only)	Date
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