

## GENERAL AGENCY AGREEMENT

### Customs Broker Power of Attorney with Power to Appoint a Sub-Agent

This General Agency Agreement and Power of Attorney (“GAA”) is a legal requirement of the Canada Border Services Agency (“CBSA”).

FCL Fisker Customs and Logistics cannot act as your customs broker without an original signed copy of this GAA in the name of the Importer of Record. Please have an officer of the company designated as the Importer of Record sign this GAA and return it to your account manager. This Agreement is subject to the Standard Trading Conditions of the Canadian International Freight Forwarders Association Inc. (“CIFFA”)

1. I/We, [Name of the Client]

[Business Number]

of [Client’s Address]

(“Client”) appoint and authorize Customs Broker of FCL Fisker Customs & Logistics Inc., Business Number 101911644RM0001, a customs broker licensed under the Customs Act, and its successors and assigns, as the Client’s true and lawful attorney to transact business and perform services on Client’s behalf in respect of all matters relating to the import and export of goods (“Services”), including by delegating authority to Customs Broker in any electronic portal or system administered by the CBSA, including the CBSA’s Assessment and Revenue Management portal (“CARM Client Portal”), and which Services may include:

- a) release of and accounting for goods; filing of advance data for admissibility purposes; document and data preparation and filing with respect to programs of government authorities involving the import or export of goods; assisting with the bonding and posting of security; filing advance rulings; and facilitating the payment of duties, taxes, penalties and other levies;
- b) making arrangements for the transportation, warehousing and/or distribution of goods, and facilitating payment for such services; and
- c) performing other duties relating to Client’s imports or exports, as may be instructed by Client from time to time.

2. In connection with the Services, Client further authorizes Customs Broker to do or effect any of the following:

- a) facilitate and assist with, and/or obtain, sign, seal, endorse and deliver for Client all bonds, security instruments and requirements, entries, permits, bills of lading, bills of exchange, declarations, claims of any nature, or other means of collateral security (including circumstances, if any, where same come into Customs Broker’s possession);
- b) facilitate and assist with payments, refunds, corrections, drawbacks and sums of money as are now due or may hereafter become due or payable to Client relative to the foregoing; and
- c) obtain from CBSA or Client, either within and/or outside of the CARM Client Portal, the Client’s import account profile, audit reports, and other data, reports, information and documents related to Client’s import and export transactions, as well as details of any rulings arising from filings by Client or by any third parties for the Client, and any other information that may be required in connection with the Services.

3. Client confirms that Customs Broker is authorized to act on Client’s behalf regarding all documentary compliance applicable to government authority programs involving the import or export of goods and that this GAA incorporates all notices and authorizations required by any government authority that administers such programs.

4. To facilitate the carrying out of such Services, Client authorizes Customs Broker to obtain Client’s Business Number import/export account(s) information from the Canada Revenue Agency, or to apply for a Business Number when so required. This includes selecting and delegating to Customs Broker full visibility, access and all privileges in the CARM Client Portal. Client acknowledges and agrees that the Customs Broker is not responsible for any aspect of the operation, hosting, maintenance, security or functioning of the CARM Client Portal. Customs Broker is not liable for its inability to access the CARM Client Portal or to perform its Services due to the status of the Portal.

5. Where a paper entry must be filed at a customs port of entry at which Customs Broker does not have a physical presence and in other limited circumstances which may arise from time to time, Client grants Customs Broker the power and authority to appoint another customs broker licensed under the Customs Act as a sub-agent to transact the aforesaid business on its 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. Customs Broker

shall require any sub-agents to comply with the CIFFA Standard Trading Conditions and Customs Broker shall remain liable to Client for the performance of such sub-agents.

6. Client and Customs Broker acknowledge and agree that:
- a) Client must delegate authority to Customs Broker in the CARM Client Portal (“Specific Authority”) and that this delegation of authority is required in order for Customs Broker to perform the services; and
  - b) Client must (i) fully understand the CARM Client Portal, (ii) correctly select and delegate thereunder the Specific Authority to Customs Broker that Customs Broker requires to perform the Services, (iii) agree to, and comply with, the terms and conditions of the CARM Client Portal, as amended from time to time, to ensure that CBSA does not suspend or revoke access to the CARM Client Portal, and (iv) ensure that neither its account with the CARM Client Portal, nor the Specific Authority delegated to Customs Broker therein, expire.
  - c) If Client does not comply with the foregoing, Customs Broker may not be able to perform the Services and will not be liable for any such failure to perform.

7. Client hereby agrees that this GAA and all transactions hereunder shall be governed by the attached CIFFA Standard Trading Conditions which have been received, read and understood by the undersigned. Client further acknowledges and agrees that this GAA cannot be assigned to any other person or entity. This GAA shall remain in full force and effect, until written notice of its revocation has been given by Client to the Customs Broker, subject to paragraph 8 of the Service Terms and Conditions.

8. If any of the provisions contained in this GAA are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and be binding on the parties to the fullest extent permitted by law. These Conditions shall be governed by the laws of Canada and of the province within Canada in which the Company has its Canadian principal place of business. The Parties hereto agree that all disputes, disagreements or differences between them relating to their business relationship with each other, including any dispute, disagreement or difference relating to the validity, enforceability or applicability of this agreement to arbitrate, shall be submitted to final and binding arbitration. The arbitration shall be commenced by one (or more) Party (or Parties) delivering to the other Party (or Parties) a Notice to Arbitrate which shall set out a brief description of the dispute, disagreement or difference to be arbitrated and a summary of the relief claimed. The arbitration shall be conducted under the applicable arbitration laws of the province within Canada in which the Company has its principal place of business. The arbitration shall be conducted in the city in which the Company has its principal place of business, in the English language or if in Quebec, in the French or English language and with interpreters if required. The arbitration shall be conducted by a single arbitrator who shall be agreed upon by all Parties to the arbitration within seven (7) days. In the event the parties cannot agree on an arbitrator, the arbitrator shall be appointed by an Appointing Authority. The Appointing Authority shall be the ADR Institute of Canada. The arbitration rules and procedures shall be as agreed between the Parties. In the event that the Parties fail to reach agreement as to the rules and procedures to be followed in the arbitration within thirty days of the appointment of the arbitrator, any Party may apply to the arbitrator for a determination of the rules and procedures to be applied in the arbitration. The Parties shall be entitled pre-hearing disclosure. The Parties shall be entitled to obtain relevant documentary evidence which will assist it in making out its own case and which may assist the arbitrator in determining the facts upon which the arbitrator should render its decision. The Parties agree that where they have used electronic communications to transact in whole or in part any business such communications will be given legal effect in accordance with the provisions (so far as they may be applicable) of the Uniform Electronic Commerce Act as approved by the Uniform Law Conference of Canada.

Client and Customs Broker have duly executed and delivered this GAA by signatures of its duly authorized officers or signatories in the City of \_\_\_\_\_  
 In the Province/State and Country of \_\_\_\_\_  
 as of and with effect from this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

<b>Name of Client:</b> Per: Name: Title: Date:	<b>FCL Fisker Customs &amp; Logistics Inc.</b> Per: Name: Title: Date:
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