

CASS-Import Canada Pre-Authorized Debit (PAD) Agreement

Settlement Account Information:

The undersigned Accredited Agent (the “Agent”) hereby authorizes IATA to draw payment debits in variable amounts for the sums owing from time to time to IATA by the Agent under its CASS-Import Recipient Agreement (hereinafter the “CASS-Import Agreement”), or otherwise in connection with the operations of CASS-Import Canada, from the following bank account:

<i>Name of Agent’s Bank</i>	<i>Street Address</i>
<i>City</i>	<i>Province</i> <i>Postal Code</i>
<i>Account Number</i>	<i>Branch Number</i> <i>Institution Number</i>

The payment debits will have a value date as of the Settlement Date of each of the Reporting Period provided by the CASS Calendar of Settlement Dates for Canada published yearly by IATA. For each Reporting Period, IATA will dispatch to the CASSlink-Import website a Billing Report in respect of the Agent which will indicate the amount of the payment debit for the Reporting Period. This dispatch shall always take place at least three (3) business days prior to the Settlement Date. It is the responsibility of the Agent to access the Billing Report dispatched to CASSlink-Import in a timely manner.

Signature Date: _____, this _____, 20____

Complete Corporate Name of Accredited Agent: _____

IATA Code/CASS Associate # : _____

Duly Authorized Signature: _____

Name of Signatory (in block letters): _____

Job/Title/Position of Signatory: _____

General conditions of the PAD Agreement

1. **Signing Authority.** The Agent hereby warrants and guarantees that all persons whose signatures are required on the account identified herein have duly authorized or executed this Agreement.
2. **Business PADs.** The payment debits herein will be treated as Business PADs.
3. **Waiver of Pre-Notification.** The Agent hereby waives any requirement for any advance notice or notification by IATA of the amount and occurrence of any payment debit, other than as provided herein, and as stipulated in the CASS Calendar of Settlement Dates for Canada.
4. **Changes to Account information.** Any changes to the account information provided above must be communicated to IATA at the contact information below at least twenty-one (21) days prior to coming into force.
5. **Revocation of the debit authorization.**
 - 5.1 The Agent has the right at any time to revoke its debit authorization upon twenty-one (21) days prior written notice.
 - 5.2 For greater certainty, revocation of the debit authorization hereunder does not terminate any other obligations in existence between the Agent and IATA, including pursuant to the CASS-Import Agreement.
6. **Agent's Compliance with Applicable Laws.** The Agent acknowledges and agrees that it remains its sole and exclusive responsibility to comply with all laws, statutes, regulations and/or by-laws, of any governmental authority, whether of general applicability or of specific applicability to the Agent as a member of the industry or otherwise.
7. **Governing Law.** This Agreement shall be governed by the laws of the Province or Territory where the main place of business of the Agent in Canada is located, and the laws of Canada applicable therein. The parties to this Agreement irrevocably agree to submit to the jurisdiction of the Courts of the said Province or Territory.
8. **Canadian Payment Association Rule H1 Mandatory Statements.** You have certain recourse rights if any debit does not comply with this Agreement. For example, you have the right to receive reimbursement for any PAD that is not authorized or is not consistent with the terms of this PAD Agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca. You may also obtain a sample cancellation form, or further information on your right to cancel this PAD Agreement at your financial institution or by visiting the Canadian Payment Association website, at the above noted web site.
9. **IATA Contact Information.** For any inquiry or notice hereunder, or to seek recourse in the event of an error or improperly authorized payment debit, the Agent may contact CASS Canada by phone, fax or email at the contact following details :

CASS-Import Canada
800, square Victoria
P.O. Box 113
Montréal, Québec
CANADA H4Z 1A1

E-mail: bspcanada@iata.org
Telephone: (514) 390-6841
Fax: (514) ●●●-●●●●

10. **Consistency.** The terms of this Agreement are in addition to, and subject to the terms of the CASS-Import Agreement, as they may be amended from time to time, which CASS-Import Agreement shall remain in full force and effect. To the extent of any inconsistency between the terms hereof and those of the CASS-Import Agreement the terms of the CASS-Import Agreement shall prevail.
11. **Language of this Agreement.** It is the express wish of the parties that this Agreement and any related documents be drawn up in English / *Les parties confirment leur volonté expresse à ce que cette convention et tous les documents s'y rattachant soient rédigés en anglais.*