

**CANADIAN SOCIETY OF CUSTOMS BROKERS (10-2024)
 AGENCY AGREEMENT AND POWER OF ATTORNEY FOR A SINGLE EXPORTATION**

I/We (insert full legal name of Client and the specific business number (“Business Number”) issued by Canada Revenue Agency (“CRA”) associated with the Client signing this Power of Attorney and its specific business for which Customs Broker will provide Services under this Power of Attorney)

authorized person	corporation name	business number

of (Client’s address):

no.	street	city	prov/state	post/zip code

(“Client” or “Exporter”) appoint, constitute, engage, authorize and direct Courtney Agencies (Business Number 101178382), a Customs Broker licensed under the Customs Act, of #280, 1130 West Pender Street, Vancouver, British Columbia, Canada V6E 4A4 Courtney Agencies as and to be Client’s true and lawful agent and attorney, to act, transact business and fulfill and perform on Client’s behalf the below-described services, in connection with the following export transaction:

Exporter’s Full Legal Name and its Business Number with RM identifier for exporting:	
Consignee Legal Name and Full Address (including postal code/zip code) if different from Importer Name and Address:	
Nature and Value of Goods (indicate currency):	
Purchase Order, Commercial Invoice or Shipment Number (“Invoice”) – Attaching the commercial invoice is recommended:	
Export Permit/License Number (if applicable):	

IN CONNECTION HEREWITH, Client:

- represents and warrants that each of the Invoice, and all other accounts, profiles, data, rulings, reports, documents, declarations and information (including, without limitation, those relating to export classification, Harmonized System (HS) classification, origin valuation and declared value) covering this exportation, as now produced and/or provided by Client to Customs Broker, as well as Client’s Business Number designated for the purpose of this exportation transaction where applicable, is/are true, accurate and complete, cover(s) all of the goods included in the shipment, and contain(s) all of the required information in connection with this exportation; to the extent not already provided by Client to Customs Broker, Client shall promptly provide all of the foregoing items to Customs Broker; Client acknowledges and agrees that Customs Broker is relying upon the truth, accuracy and completeness of all materials, documents and information provided to Customs Broker to be able to perform and provide services to Client;
- authorizes and directs Customs Broker, as Client’s agent and attorney, to act on its behalf on all matters relating to the export transaction as agreed by Customs Broker and Client, including without limitation: the set up, administration and/or management of Client’s account (including, without limitation, Client’s CERS/G7 EDI business account where applicable); advance data filing for exportation purposes; obtaining the proof of report, supplemental reports and corrections, documents and reports; document and data preparation; facilitating the payment of disbursements, taxes, penalties, interest, expenses, fees, claims or other charges, levies or liabilities imposed by a Government Authority (defined below), and other required amounts in respect of goods exported or to be reported, released and/or exported; tasks, duties, powers and authorities requested by Client and agreed to be performed by Customs Broker; and such other matters ancillary to any of the foregoing; Client acknowledges and agrees that Customs Broker may require a specific indemnity in connections with the foregoing obligations and the services it will perform for and on behalf of Client;



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3. confirms that this Power of Attorney (a) constitutes all notices and authorizations required by any government body, including without limitation the CBSA, that administers trade programs (each, a "Government Authority") 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 regarding documentary compliance with all applicable programs of Governmental Authorities involving the export of goods;
4. confirms, acknowledges and agrees that, notwithstanding any other provision of this Power of Attorney or the Standard Trading Conditions attached hereto as Schedule A, Client, in any circumstance howsoever and whenever arising, and regardless of whether (a) Customs Broker uses its own business number of Client's business number, (b) who any Government Authority identifies as the exporter, and (c) any liability assessed by any Government Authority, Client, in each case, expressly acknowledges and agrees that (A) Customs Broker is not responsible for any aspect of health, revenue, product liability, safety, security and/or other liability in connection with any services provided by Customs Broker and/or any goods dealt with by Customs Broker hereunder, including (without limitation) any liabilities resulting from or assessed by any Government Authority, and Customs Broker is not liable in any way for the foregoing, including (without limitation) to the extent that Customs Broker cannot access the CERS/G7 EDI system or perform any services due to the status of the system, or any incomplete or inaccurate information, documents or materials provided to Customs Broker by Client; (B) Client is at all times the exporter of and for the goods; (C) Customs Broker is acting at all times as Client's agent and attorney, for and on behalf of Client as the principal at and in law, without any liability to Customs Broker; (D) Client is liable, and will fully indemnify and hold Customs Broker harmless, for all taxes, penalties, interest, charges, levies, expenses, fees, claims, liabilities, and/or other amounts paid or payable in connection with any services performed and/or documents signed by Customs Broker for, in the name of and/or on behalf of Client in connection with any services or under this Power of Attorney, including (without limitation) in respect of goods exported by Customs Broker on behalf of Client, to any Government Authority, whether or Client provides the Customs Broker with the required data, rulings, reports, documents, permits, licenses, declarations and/or information; (E) Client is fully responsible and liable to obtain and furnish any and all such permits, licenses or other authorizations required for the exportation of the goods, and to comply with any and all restrictions or prohibitions on export under applicable laws including, but not limited to, restrictions or prohibitions in relation to the destination and end user/end use of the goods; (F) any amounts paid on Client's behalf to any party by Customs Broker, as Client's agent and attorney, shall be a debt due by Client to Customs Broker as Client's agent and attorney; to the extent that Customs Broker pays any amount to any Government Authority on account of Customs Broker's error, but the Government Authority credits, refunds or pays Client for such amount, then Client agrees that such amount is the property of Customs Broker and Client shall promptly direct and authorize the applicable Government Authority to, or shall itself, deliver, pay or credit, such amount to Customs Broker; if Customs Broker receives any credits, refunds or amounts from any Government Authority in connection with payments Client (and not Customs Broker) paid or advanced, then, subject to Customs Broker's right of set off provided in the Standard Charge Terms, Customs Broker will pay that amount to Client; Customs Broker is not required to pay any amounts to any third party (i.e., customer of Client) other than a Government Authority (on behalf of, and as agent of, Client) and it is Client's obligation to pay and refund its customers and such other third parties; Client agrees that Customs Broker may make a claim against Client hereunder at any time within that period of time that is 1 year longer than the period of time within which any applicable Government Authority may re-assess or re-determine the valuation, origin or classification of exported goods, or take such other action or make such other declaration, order or ruling, that may affect Customs Broker;
5. grants Customs Broker, as Client's agent and attorney, full power and authority to (a) appoint as Customs Broker's sub-agent any other person to whom a license to transact business as a customs broker has been issued under the Customs Act ("Sub-Agent") to transact the aforesaid business, or part thereof, in the name of and as an agent of Customs Broker and on Client's behalf, but only to the extent of Customs Broker's authority; (b) revoke such appoint; and (c) appoint another Sub-Agent (to act only the extent of Customs Broker's authority) 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;
6. agrees that (a) this Power of Attorney, and all transactions hereunder and/or conducted in the CERS/G7 EDI system, are governed by the Standard Trading Conditions attached hereto as Schedule A, which Standard Trading Conditions form part of, and are incorporated by reference into, this Power of Attorney and that by signing this Power of Attorney, Client acknowledges and agrees to all of the terms and conditions set out in the attached Standard Trading Conditions; (b) it is Client's responsibility to review the Standard Trading Conditions; (c) Customs Broker may amend the Standard Trading Conditions from time to time and will send such amended Standard Trading Conditions to Client, post same on Customs Broker's website in a manner accessible to Client, or otherwise make them available to Client; and (d) whether or not Client reviews the Standard Trading Conditions, Client agrees to, is bound by, and will comply with all of the terms and conditions set out in the Standard Trading Conditions, as amended from time to time by Customs Broker;
7. agrees, acknowledges, understands and confirms that (a) this Power of Attorney authorizes Customs Broker to act on behalf of Client and its business in connection with Client's specific CRA Business Number listed above in the identification of the parties, but no other CRA business number; if Client wishes to give authority to Customs Broker to act on behalf of another entity or business with its own CRA business number, then Client will enter into a separate Power of Attorney with Customs Broker pertaining to that other CRA business number; (b) it is Client's responsibility, and not Customs Broker's, to obtain and maintain all RM accounts for Client's CRA Business Number and (c) unless otherwise directed, Customs Broker has the authority to act on Client's behalf with respect to all RM accounts associated with Client's specific CRA Business Number; and
8. ratifies and confirms, and agrees to ratify and confirm, all that Customs Broker, as Client's agent and attorney, may do, or has done, by virtue hereof and under the authority of this Power of Attorney.

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Client has duly issued, executed and delivered this Power of Attorney by the 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 _____, 20____

FULL LEGAL NAME OF CLIENT: _____

Date: _____ Name and Office Held: _____
(DD/MM/YYYY)

Tel: _____ Email: _____

Signature: _____
X

Signature must be that of a duly authorized official (ex. President, Vice President, Owner, COO, CFO, etc.)

I have the authority to bind the Corporation

WITNESS

Name: _____ Date: _____
(DD/MM/YYYY)

ACCEPTED THIS _____ DAY OF _____, 20____ BY CUSTOMS BROKER

FULL LEGAL NAME OF CUSTOMS BROKER: Courtney Agencies Ltd.

Date: _____ Name and Office Held: _____
(DD/MM/YYYY)

Tel: _____ Email: _____

Signature: _____
X

Signature must be that of a duly authorized official (ex. President, Vice President, Owner, COO, CFO, etc.)

I have the authority to bind Customs Broker

WITNESS

Name: _____ Date: _____
(DD/MM/YYYY)