

INSTRUCTIONS

1. Ensure both sides of the agreement are completed.
2. The Payee will retain the agreement for at least 12 months after it is terminated.
3. The Payee can obtain the transaction type code from the CPA website: http://www.cdnpay.ca/rules/pdfs_rules/standard_005_e.pdf.
Scroll down to Appendix 2, Transaction Types.
4. The Payee inserts the number of business days required to cancel a payment in the 'Cancel Payment' Section.

PAYOR/PAYEE INFORMATION

Account Holder(s) Name(s) and Address(es) (the "Payor")

NAME: _____

ADDRESS: _____

CITY: _____ PROVINCE: _____ POSTAL CODE: _____

TELEPHONE: _____ EMAIL: _____

 Payee Name and Address (the "Payee") same as Payor

NAME: _____

ADDRESS: _____

CITY: _____ PROVINCE: _____ POSTAL CODE: _____

PAYMENT DETAILS Specimen cheque marked "VOID" attached.

DESCRIPTION OF PAD <i>(optional)</i> 	CPA TRANSACTION TYPE 	PAYMENT TYPE <i>(choose one only)</i> <input type="checkbox"/> Personal PAD <input type="checkbox"/> Funds Transfer PAD <input type="checkbox"/> Business PAD	PAYOR ACCOUNT <i>(the Payor's account at the Processing Institution; the "Account")</i>		
			Institution: <input type="text"/>	Branch I.D.: <input type="text"/>	Account No.: <input type="text"/>
AMOUNT OF PAYMENT <input type="checkbox"/> Fixed \$ _____ <input type="checkbox"/> Variable: Maximum Amount \$ _____	DATES <input type="checkbox"/> Weekly beginning _____ <input type="checkbox"/> Bi-weekly beginning _____ <input type="checkbox"/> Monthly beginning _____ <input type="checkbox"/> Sporadic _____ <input type="checkbox"/> Other <i>(specify intervals)</i> _____ <input type="checkbox"/> Other <i>(specify set dates)</i> _____		PAYOR FINANCIAL INSTITUTION - NAME AND ADDRESS <i>(the "Processing Institution")</i> 		
TOP UPS/ADJUSTMENTS <input type="checkbox"/> Yes <input type="checkbox"/> No			PAYEE ACCOUNT <i>(payee's account for credit - complete if known.)</i>		

AUTHORIZATION

I/We acknowledge that this Authorization is provided for the benefit of the "Payee" and "Processing Institution" and is provided in consideration of Processing Institution agreeing to process debits ("PADs") against the Account with Processing Institution in accordance with the Rules of the Canadian Payments Association.

By signing this Authorization the Payor acknowledges having received and having read a copy of this Agreement, including the terms and

conditions on page 2, acknowledges understanding the terms and conditions of this Agreement, and agrees to be bound by the terms and conditions of this Agreement, including the terms and conditions on page 2.

I/We warrant and guarantee that the person(s) whose signature(s) are required to sign on the Account have signed the Authorization.

X

Payor Signature _____ Date _____

X

Payor Signature _____ Date _____

 Note: *If only one signature is required for the account, then only one Payor need sign. However, if two or more signatures are required, then both or all Payors must sign.*
WAIVER OF PRE-NOTIFICATION

I/We waive any and all requirements for pre-notification of debiting.

X

Payor Signature _____

X

Payor Signature _____

CANCEL PAYMENT (_____ business days' notice before the next PAD will be issued, is required.)

The Payor hereby cancels this Payor's PAD Agreement effective: _____

X

Payor Signature _____ Date _____

X

Payor Signature _____ Date _____

TERMS AND CONDITIONS

1. I/We hereby authorize Payee to draw or cause to be drawn on the Account for the purposes indicated in the 'Payment Type' section of this Agreement.
2. Particulars of the Account that Payee is authorized to draw on are indicated in the Payment Details section of this Agreement. A specimen cheque if available for the Account has been marked "VOID" and attached to this Authorization.
3. I/We undertake to inform the Payee, in writing, of any change in the Account information provided in this Authorization prior to the next due date of the PAD.
4. This Authorization is continuing but may be cancelled at any time upon notice being provided by me/us either in writing or orally with proper authorization to verify my/our identity, within the specified number of days before the next PAD is to be issued, as noted on Page 1, Cancel Payment section.
5. Revocation of this Authorization does not terminate any contract for goods or services that exists between me/us and Payee. This Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.
6. I/We acknowledge that provision and delivery of this Authorization to Payee constitutes delivery by me/us to Processing Institution. Any delivery of this Authorization to Payee constitutes delivery by the Payor.
7. If this Authorization is for fixed or variable amount PADs recurring at set intervals, unless I/we have waived any and all requirements for pre-notification of debiting, I/we acknowledge I/we will receive:
 - (a) with respect to fixed amount PADs, written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least 10 calendar days before the due date of the first PAD, and such notice will be received every time there is a change in the amount or the payment date(s); or
 - (b) with respect to variable amount PADs, written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least 10 calendar days before the due date of every PAD.

Pre-notification may be given in writing or in any mode of reproducing words in a visible form that I/we have consented to receive at my/our address of record.
8. If this Authorization provides for PADs with sporadic frequency, I/we understand that the Payee is required to obtain an authorization from me/us for each and every PAD prior to the PAD being exchanged and cleared. I/we agree that a password or security code or other signature equivalent will be issued and will constitute valid authorization for the Processing Institution to debit the Account.
9. I/We acknowledge that Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of this Authorization, including, but not limited to, the amount.
10. I/We acknowledge that Processing Institution is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by Payee as a condition to honouring a PAD issued or caused to be issued by Payee on the Account.
11. I/We acknowledge that, if this Authorization is for personal or business PADs or for funds transfer PADs that have recourse through the clearing system, a PAD may be disputed but only under the following conditions:
 - (a) the PAD was not drawn in accordance with this Authorization;
 - (b) the Authorization was revoked; or
 - (c) pre-notification was required and was not received.

I/We further acknowledge that in order to be reimbursed, a declaration to the effect that either (a), (b), or (c) took place must be completed and presented to the branch of Processing Institution holding the Account on or before the 90th calendar day in the case of a personal PAD or on or before the 10th business day in the case of a business PAD after the date on which the PAD in dispute was posted to the Account.
12. I/We acknowledge that any claim made after the periods set out above must be resolved solely between we/us and the Payee and there is no entitlement to reimbursement from the Processing Institution.
13. I/We acknowledge and agree that if this Authorization is for funds transfer PADs and the Payee does not provide recourse through the clearing system, then no recourse will be provided through the clearing system (that is, I/we will not receive automatic reimbursement in the event of a dispute) and I/we must seek reimbursement or recourse from the Payee in the event a PAD is erroneously charged to the Account.
14. I/We acknowledge that I/we understand that I/we are participating in a PAD plan established by Payee and we accept participation in the PAD plan upon the terms and conditions set out herein.
15. I/We consent to the disclosure of any personal information that may be contained in this Authorization to the financial institution that holds the account of the Payee to be credited with the PAD to the extent that such disclosure of personal information is directly related to and necessary for the proper application of Rule H1 of the Rules of the Canadian Payments Association.