

SCHEDULE "A"

Pre-notification requirements of CPA Rule H1 for Business and Personal PADs Recurring at Set Intervals December 2008

Fixed Amount PADs*

Paper Agreements:

Payee must give notice to the Payor of the amount to be debited and the date(s) of debiting at least 10 calendar days before the due date of the first PAD.

Payee must notify the Payor at least 10 calendar days before a change in the amount (including, but not limited to, an annual top-up or adjustment) or payment date, and such notice shall be given to the Payor every time there is a change in the amount or payment date.

Electronic Agreements:

Payee must give notice to the Payor of the amount to be debited and the date(s) of debiting at least 15 calendar days before the due date of the first PAD.

Payee must notify the Payor at least 10 calendar days before a change in the amount (including, but not limited to, an annual top-up or adjustment) or payment date, and such notice shall be given to the Payor every time there is a change in the amount or payment date.

Variable Amount PADs*

Paper Agreements:

Payee must notify the Payor at least 10 calendar days before the due date of each PAD of the amount and due date of debiting.

Electronic Agreements:

Payee must notify the Payor at least 15 calendar days before the due date of first PAD of the amount and due date of debiting.

Payee must notify the Payor at least 10 calendar days before the due date of every subsequent PAD of the amount and due date of debiting.

Method of Providing Pre-notification

Paper Agreements

- Pre-notification must be given in writing or in any mode of reproducing words in a visible form that the Payor is capable of receiving at his/her/its address of record, including an electronic document, provided that the document is under the control of the intended recipient, the information is substantially in the same form as a paper copy and the information contained in the document is accessible if requested.
- Notwithstanding the provisions of sections 15(a) or (b) in CPA Rule H1, no Pre-notification shall be required for any PAD where the amount of the PAD will decrease as a result of a reduction in municipal, provincial or federal tax.
- Notwithstanding the provisions of sections 15(a) or (b) in CPA Rule H1, no Written notice shall be required for changes in the amount of fixed or variable amount PADs recurring at Set Intervals if the applicable Payor's PAD Agreement specifically provides for the change in amount to occur as a result of a direct action on the part of the Payor (such as, but not limited to, a telephone instruction or other remote means) requesting the Payee to change the amount of a PAD.

Electronic Agreements

- Pre-notification must be given in writing or in any mode of reproducing words in a visible form that the Payor is capable of receiving at his/her/its address of record, including an electronic document, provided that the document is under the control of the intended recipient, the information is substantially in the same form as a paper copy and the information contained in the document is accessible if requested.
- Notwithstanding the provisions of sections 16(b)(ii) or (c)(ii) in CPA Rule H1, no Pre-notification shall be required for any PAD where the amount of the PAD will decrease as a result of a reduction in municipal, provincial or federal tax.
- Notwithstanding the provisions of sections 16(b)(ii) or (c)(ii) in CPA Rule H1, no Written notice shall be required for changes in the amount of fixed or variable amount PADs recurring at Set Intervals if the applicable Payor's PAD Agreement specifically provides for the change in amount to occur as a result of a direct action on the part of the Payor, (such as, but not limited to, a telephone instruction or other remote means) requesting the Payee to change the amount of a PAD.
- If mutually agreed upon by a Payor and Payee, the 15 calendar day Confirmation period in section 16(b)(i) and (c)(i) in CPA Rule H1 may be reduced to a minimum of three (3) calendar days if the Payee verifies the identity of the Payor by a Commercially Reasonable method of verification that uses information known only to the Payor and the Payee but not generally known to any other person.

Waiver or Modification

- The above requirements may be waived or modified by the Payor and Payee, provided that the Payor provides a proper authorization for such waiver or modification.
- * PADs issued in response to direct action of a Payor (such as, but not limited to, a telephone instruction) requesting the Payee to change the amount of a PAD are exempt from this requirement.

PAYMENT INFORMATION *(Please type or print clearly)*

Please specify whether the payment is a:
(Please check one)

- Fixed Amount: *(Please specify)* _____
- Variable Amount: If variable, please specify whether there is a maximum amount or indicate N/A if there is no maximum amount: _____

Occurring at:
(Please check one)

- Set intervals: Please specify the timing (i.e. weekly, bi-weekly, monthly) _____

Sporadic intervals

Sporadic intervals

The Payor must describe the occurrence of an Event or other criteria that will trigger the debit of the account

- Mandatory description here: _____

Are top-ups or adjustments permissible?
(Please check one)

- Yes
- No

PAYOR'S PAD AGREEMENT
Personal Pre-Authorized Debit Plan
Terms & Conditions
December 2008

1. In this Agreement , "I", "me" and "my" refers to each Account Holder who signs below.
2. I agree to participate in this Pre-Authorized Debit Plan for personal/household or consumer purposes.

I authorize the Payee indicated on the reverse hereof and any successor or assign of the Payee to draw a debit in paper, electronic or other form for the purpose of making payment for consumer goods or services (a "Personal PAD") on my account indicated on the reverse hereof (the "Account") at the financial institution indicated on the reverse hereof (the "Financial Institution").

I authorize the Financial Institution to honour and pay such debits.

This Agreement and my authorization are provided for the benefit of the Payee and my Financial Institution and are provided in consideration of my Financial Institution agreeing to process debits against my Account in accordance with the Rules of the Canadian Payments Association.

I agree that any direction I may provide to draw a Personal PAD, and any Personal PAD drawn in accordance with this Agreement, shall be binding on me as if signed by me, and, in the case of paper debits, as if they were cheques signed by me.

3. I may revoke or cancel this Agreement at any time upon notice being provided by me either in writing or orally. I acknowledge that in order to revoke or cancel the authorization provided in this Agreement, I must provide notice of revocation or cancellation to the Payee.

This Agreement applies only to the method of payment and I agree that revocation or cancellation of this Agreement does not terminate or otherwise have any bearing on any contract that exists between me and the Payee.

The Payee shall use best efforts to cancel the PAD in the next business, billing or processing cycle but shall within not more than 30 days from the notice cease to issue any new PADs.

I understand that I may obtain a sample cancellation form, or further information on my right to cancel a PAD Agreement, at my financial institution or at www.cdnpay.ca.

4. I agree that my Financial Institution is not required to verify that any Personal PAD has been drawn in accordance with this Agreement, including the amount, frequency and fulfillment of any purpose of any Personal PAD.
5. I agree that delivery of this Agreement to the Payee constitutes delivery by me to my Financial Institution. I agree that the Payee may deliver this Agreement to the Payee's financial institution and agree to the disclosure of any personal information which may be contained in this Agreement to such financial institution.

Delete either 6(a) or 6(b) as applicable

6. (a) I understand that with respect to:
 - (i) fixed amount Personal PADs occurring at set intervals, I shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least ten (10) calendar days for Paper Agreements, fifteen (15) Electronic Agreements before the due date of the first Personal PAD, and such notice shall be received every time there is a change in the amount or payment date(s);
 - (ii) variable amount Personal PADs occurring at set intervals, I shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least ten (10) calendar days before the due date of every Paper PAD/ 15 calendar days for Electronic PADs before the due date of the first Personal PAD ; and
 - (iii) fixed amount and variable amount of every Paper and/or Electronic Personal PADs occurring at set intervals, where the Personal PAD Plan provides for a change in the amount of such fixed and variable amount PADs as a result of my direct action (such as, but not limited to, a telephone instruction) requesting the Payee to change the amount of a PAD, no pre-notification of such changes is required.

- OR -

If Payor agrees to waive pre-notification, Payor must sign where indicated



- (b) I agree to either waive the pre-notification requirements in section 6(a) of this Agreement or to abide by any modification to the pre-notification requirements as agreed to with the Payee.

Signature of Payor

7. I agree that with respect to Personal PADs, where the payment frequency is sporadic, a password or secret code or other signature equivalent will be issued and shall constitute valid authorization for the Payee or its agent to debit my account.
8. I certify that all information provided with respect to the Account is accurate and I agree to inform the Payee, in writing, of any change in the Account information provided in this Agreement at least ten (10) business days prior to the next due date of a Personal PAD. In the event of any such change, this Agreement shall continue in respect of any new account to be used for Personal PADs.
9. I understand that I have certain recourse/reimbursement rights if any debit does not comply with this agreement. For example, I have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. I understand that I may obtain more information on my recourse/reimbursement rights by contacting my financial institution or visit the CPA website at www.cdnpay.ca.
10. I warrant and guarantee that all persons whose signatures are required to sign on the Account have signed this Agreement below. In addition I warrant and guarantee, where applicable, that I have the authority to electronically agree to commit to this Agreement by secure electronic signature and that my secure electronic signature conforms to the requirements of Rule H1.
11. I agree that a payment service provider will administer the PAD. [INSERT NAME] will be administering the PAD
12. I understand and agree to the foregoing terms and conditions.
13. I agree to comply with the Rules of the Canadian Payments Association or any other rules or regulations which may affect the services described herein, as may be introduced in the future or are currently in effect and I agree to execute any further documentation which may be prescribed from time to time by the Canadian Payments Association in respect of the services described herein.
14. Applicable to the Province of Quebec only: It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Name of Account Holder



Signature

Date

Name of Account Holder

Signature

Date