

## 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.

**SCHEDULE "B"**  
**PAYOR'S PAD AGREEMENT**  
**Business Pre-Authorized Debit Plan\* -**  
**Authorization of the Payor to the Payee to Direct Debit an Account**  
**December 2008**

**Instructions:**

1. Please complete all sections in order to instruct your financial institution to make payments directly from your account.
2. Please sign the Terms and Conditions on the reverse of this document.
3. Return the completed form with a blank cheque marked "VOID" to the Payee at the address noted below.
4. If you have any questions, please write or call the Payee.

**PAYOR INFORMATION (Please type or print clearly)**

Payor Name:	
Address:	
Telephone:	
Name(s) of Authorized Signing Officer(s):	
Signature(s) of Authorized Signing Officer(s):	Date:

**PAYOR FINANCIAL INSTITUTION/BANKING INFORMATION (Please type or print clearly)**

Branch Number	Institution #	Account Number
Name of Financial Institution		
Branch		
Branch Address		
City/Province		Postal Code

**PAYEE INFORMATION (Please type or print clearly)**

Payee Name: TORONTO MAHAVIHARA SOCIETY
Address: 4698 Kingston Road, Scarborough, ON M1E 2P9 Number, Street/Avenue/Blvd/Crsc/ City/Province/Postal Code
Telephone: (416) 208-9276 Fax: (647) 349-0444 Email: torontomahavihara@rogers.com

**PAYMENT INFORMATION** *(Please type or print clearly)*

Please specify whether the payment is a: <i>(Please check one)</i>	<input type="checkbox"/> Fixed Amount: <i>(Please specify)</i> _____ <input type="checkbox"/> Variable Amount: If variable, please specify whether there is a maximum amount or indicate N/A if there is no maximum amount: _____
Occurring at: <i>(Please check one)</i>	<input type="checkbox"/> Set intervals: Please specify the timing (i.e. weekly, bi-weekly, monthly) _____ Sporadic intervals The Payor must describe the occurrence of an Event or other criteria that will trigger the debit of the account <input type="checkbox"/> Mandatory description here: _____
Are top-ups or adjustments permissible? <i>(Please check one)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

\* This form is for PADs which relate to commercial activities of a Payor who is a corporation, organization, trade, association, government entity, profession, venture or enterprise.

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

1. In this Agreement "we", "us" and "our" refers to the Payor indicated on the reverse hereof.
2. We agree to participate in this Business Pre-Authorized Debit Plan and we 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 goods or services related to our commercial activities (a "Business PAD") on our account indicated on the reverse hereof (the "Account") at the financial institution indicated on the reverse hereof (the "Financial Institution") and we authorize the Financial Institution to honour and pay such debits.

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

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

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

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

We understand that we may obtain a sample cancellation form, or further information on our right to cancel a PAD Agreement, at our financial institution or at [www.cdnpay.ca](http://www.cdnpay.ca).

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

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

6. (a) We understand that with respect to:
  - (i) fixed amount Business PADs occurring at set intervals, we shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least 10 calendar days for Paper PADs / 15 calendar days for Electronic PADs before the due date of the first Business PAD, and such notice shall be received every time there is a change in the amount or payment date(s);
  - (ii) variable amount Business PADs occurring at set intervals, we shall receive 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 Paper PAD/ 15 calendar days for Electronic PADs before the due date of the first Business PAD and
  - (iii) fixed amount and variable amount Paper and/or Electronic Business PADs occurring at set intervals, where the Business PAD Plan provides for a change in the amount of such fixed and variable amount PADs as a result of our 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 -

- (b) We 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.

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

\_\_\_\_\_  
Signature of Payor

\_\_\_\_\_  
Signature of Payor

7. We agree that with respect to Business PADs, where the payment frequency is sporadic, a password or secret code or other signature equivalent will be issued and shall constitute a valid authorization for the Payee or its agent to debit our account.

8. We may dispute a Business PAD by providing a signed declaration to our Financial Institution under the following conditions:
  - (a) the Business PAD was not drawn in accordance with this Agreement;
  - (b) this Agreement was revoked or cancelled; or
  - (c) any pre-notification required and not waived by section 6(b) was not received by us.

We acknowledge that, in order to obtain reimbursement from our Financial Institution for the amount of a disputed Business PAD, we must sign a declaration to the effect that either (a), (b) or (c) above took place and present it to our Financial Institution up to and including but not later than ten (10) business days after the date on which the disputed Business PAD was posted to our Account.

We acknowledge that, after this ten (10) business day period, we shall resolve any dispute regarding a Business PAD solely with the Payee, and that our Financial Institution shall have no liability to us respecting any such Business PAD.

9. We certify that all information provided with respect to the Account is accurate and we 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 Paper and/or Electronic Business PAD. In the event of any such change, this Agreement shall continue in respect of any new account to be used for Business PADs.
10. We have certain recourse/reimbursement rights if any debit does not comply with this agreement. For example, we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on our recourse/reimbursement rights, we may contact our financial institution or visit the CPA website at [www.cdnpay.ca](http://www.cdnpay.ca).
11. We warrant and guarantee that all persons whose signatures are required to sign on the Account have signed this Agreement below. In addition we warrant and guarantee, where applicable, that we have the authority to electronically agree to commit to this Agreement by secure electronic signature and that our secure electronic signature conforms with the requirements of Rule H1.
12. We agree that a payment service provider will administer the PAD. [INSERT NAME] will be administering the PAD.
13. We understand and agree to the foregoing terms and conditions.
14. We 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 we 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.
15. 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.

If Payee intends to use a payment provider must include statement

_____ Name of Payor	Per: _____ Signature of Authorized Signing Officer Name: Title:	_____ Date
 	Per: _____ Signature of Authorized Signing Officer Name: Title:	_____ Date



**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](http://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](http://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