

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

1. In this Agreement, "I", "me" and "my" refers to each Account Holder who signs below.
2. I agree to Bank of Montreal and any successor or assign of the Bank (the "Bank") debiting my account indicated on the reverse (the "Account") for personal/household or consumer purposes and I authorize the Payee indicated on the reverse and any successor or assign of the Payee to draw a debit in paper, electronic or other form, including any top-ups or adjustments, for the purpose of making payment for consumer goods or services (a "Personal PAD"), on my Account at the financial institution indicated on the reverse (the "Financial Institution") and 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. **If the amount that I am required to pay under my agreement with the Payee changes, this authorization will continue to apply.** I may revoke authorization at any time, subject to providing notice to the Bank: this authority is to remain in effect until the Bank has received written notification from me of its change or termination. This notification must be received at least 30 days before the next debit is scheduled at any branch of the Bank of Montreal. I may obtain a sample PAD cancellation form or more information on my right to cancel a PAD Agreement at any branch of my financial institution or by visiting www.cdnpay.ca.
This authorization applies only to the method of payment and I agree that cancellation of this authorization does not terminate or otherwise have any effect on any contract that exists between me and the Bank.
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 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 Personal PAD; and
 - (iii) fixed amount and variable amount 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

- (b) I agree to waive the pre-notification requirements in section 6(a) of this Agreement.

where indicated

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 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 with the requirements of Rule H1.
10. I acknowledge receipt of a copy of this Authorization.
11. 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.
12. I have certain recourse rights if any debit does not comply with this PAD 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.

To obtain more information on your recourse rights, contact any Branch of the Bank of Montreal or visit www.cdnpay.ca.

I have full responsibility to complete this form along with the payee.

I acknowledge that Bank of Montreal has no responsibility to complete this form, and understand that this pre-authorized debit form may not be processed by the payee or the payee's financial institution if all sections are not completed correctly.

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