1. The **date of the agreement**, and the customer's signature (on paper agreements)
2. The **payor's authorization to withdraw funds** from a specific account (a "void" cheque can be requested to confirm the account information, but this isn't mandatory)
3. The **PAD category**

* Business (e.g. for a business' commercial activities like supplies, lease, etc.)
* Personal (e.g. utility, mortgage, etc.)
* Cash Management (e.g. for a parent company to take funds from the subsidiary)
* funds transfer (e.g. for contributions to a registered savings plan)

1. The **amount**

* if the payments are for a fixed amount, that amount must be specified
* if the payments are for a variable amount (like a utility bill that varies based on usage), the agreement must specify that

Note: if the amount varies, the biller must give at least 10 days' notice of the amount before the payment, unless the biller and the payor mutually agree to waive or shorten this period, or if the payor asks to change the amount. If period is waived, the waiver must appear in bold on the PAD agreement.

1. The **timing**

* set intervals (i.e. weekly, monthly, annually, on set dates, etc.)
* triggered by a specified event (i.e. funds will be withdrawn from the account each time the payor contacts the investment broker to purchase an investment)
* sporadic (i.e. debits that occur occasionally, irregularly, intermittently, infrequently, etc.)

Note: The payor's authorization is required before each sporadic PAD. This can be done through a password or secret code, for example.

1. Instructions on **how to cancel the agreement**.
2. **Contact information** so that the payor can contact the biller for e.g Telephone and

Email address.

8. A mandatory recourse/reimbursement statement, which must read: "**You [or I/We, depending on the context] have certain recourse rights if any debit does not comply with this agreement**. For example, you [I/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 your [my/our] recourse rights, [I/we may] contact your [my/our] financial institution or visit payments.ca."

**Additional requirements for electronic agreements**

If an organization’s customers sign up electronically, they’re responsible for verifying that the personal and/or banking information given actually belongs to them. For examples on how this can be done, consult section 5 (e) of Rule H1.

The organization must also send the customer a written confirmation of the terms of the agreement at least 3 days before the first payment (email is acceptable). The confirmation must include all of the mandatory elements found in Appendix IV of Rule H1

**To: <T4B Customer>**

**Re: <Customer Account Number>**

**Pre-Authorized Debit (PAD) Agreement**

**Payor Information**

Payor Name:

Physical Address:

City: Prov: Postal Code:

Telephone number: Email:

**Bank Account Information (Payor account to be debited)**

Bank Account Number Transit Number (5 digits) Bank ID (3 digits)

Financial Institution Name:

Branch Address:

$$$$$$

$$$$$$

**Pre-Authorized Debit (PAD) Details** ***This PAD Agreement is for an: Individual Business***

I/we authorize **< T4B Name>**  and their designated service provider (Telpay Incorporated) to debit my/our bank account as per the following schedule:

$$$$$$

$$$$$$

$$$$$$

Recurring Payments of $ **.** on the **day** of each month or the next business day,

**Or**

$$$$$$

Variable Payments arising under my/our **< T4B Name>** account(s) on the **day** of each month or the next business day.

$$$$$$

**I/we have waived my/our right to receive pre-notification of the amount of the PAD and agreed that I/we do not require advance notice of the amount of PADs before the debit is processed.**

I/we may revoke my authorization at any time, subject to providing notice of ***<T4B to insert period (not to exceed 30 days)>*** to ***<insert T4B Name>***.

I/we have certain recourse 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.

To obtain a sample cancellation form or for more information on my recourse rights or my/our rights to cancel a PAD agreement, you may contact your financial institution or visit <https://www.payments.ca/sites/default/files/h1eng.updated.pdf>

**Authorization - Signature of Payor Bank Account Holder(s) for the bank account provided above.**

To enter into this agreement the required number of signatures to authorize transactions on the above bank account must be provided below:

(Name – please print) (Name – please print)

Date: Date:

**<Insert T4B Name> Contact Information:**

**<Insert T4B Name>**

**<T4B Address>**

**<City><Province><Postal Code>**

**<Telephone>, <fax>, <email>**