

# E. SANDS & ASSOCIATES INC.

## Pre-Authorized Debit Agreement

### PERSONAL Pre-Authorized Debit (PAD) Agreement

To: E. Sands & Associates Inc. (the "Payee")

This Authorization is provided for the benefit of the Payee and our Financial Institution and is provided in consideration of our Financial Institution agreeing to process debits against our account in accordance with the Rules of the Canadian Payments Association (the "CPA Rules").

**INSTRUCTIONS:** Please complete all sections to instruct your Financial Institution to make payments directly from your account. Return the completed form with a blank cheque marked "VOID" to the Payee below.

<b>1. Customer Information (Please print clearly)</b>		
Name:		
Mailing Address:		
City:	Province:	Postal Code:
Telephone Number:		

<b>2. Bank Account Information – PLEASE PROVIDE VOID CHEQUE</b>		
Deposit Account Number:	Branch Transit Number:	
Financial Institution Number:	<input type="checkbox"/> Chequing Account	<input type="checkbox"/> Savings Account
Financial Institution:		
Branch Address:		

<b>3. Pre-authorized Debit (Pad) Payee Details</b>		
Company Name:	E. SANDS & ASSOCIATES INC.	
Account Number:	Surrey CBA	
Mailing Address:	#203, 10366 136A Street	
City:	Surrey	Province: BC
Telephone Number:	(604) 583-5499	Postal Code: V3T 5R3
	Fax: (604) 583-0797	
E-mail: <a href="mailto:accounting@sands-trustee.com">accounting@sands-trustee.com</a>		

### Office use only

#### PAYMENT DATE:

- 1<sup>ST</sup> of Each Month
- 10<sup>TH</sup> of Each Month
- 16<sup>TH</sup> of Each Month
- 25<sup>TH</sup> of Each Month

#### FILE TYPE:

- Proposal
- Bankruptcy

#### PAYMENT OBLIGATIONS:

Agreed Total Amount	<input type="text"/>	}
Total Paid To Date (including paid at sign-up)	<input type="text"/>	
Total PAD Amount to Pay	<input type="text"/>	
Each Payment Amount	<input type="text"/>	
Total # of PAD Payments	<input type="text"/>	
Final Payment (if differs from regular payment)	<input type="text"/>	
Total Expected	<input type="text"/>	

**Account Information:** The account that the Payee is authorized to draw upon is indicated above. A specimen cheque available for this account has been marked "VOID" and is attached to this authorization.

**Accuracy and Changes in Account Information:** By signing this Authorization, we certify that all information contained in this form is accurate and we agree to inform the Payee, in writing, of any change in the information provided prior to the next due date of the PAD.

**Valid Signing Authority:** We warrant and guarantee that all persons whose signatures are required to sign on this account have signed this agreement below.

**Authority To Debit Account:** We hereby authorize the Payee to draw on our account indicated above with our Financial Institution, for the following purpose (e.g. Mortgage payments, utility payments)

### Proposal and/or Bankruptcy Payments

**Frequency and Amount of Debits:** A debit, in paper, electronic or other form in the amount of \$\_\_\_\_\_ or a variable amount, with a reasonable latitude for adjustments and in no case to exceed \$\_\_\_\_\_, may be drawn on our account \_\_\_\_\_ (frequency: Semi-monthly/ Monthly) beginning \_\_\_\_\_. Annual top-ups or adjustments are/not permitted. If payments are sporadic, we agree to cooperate with the Payee to pre-authorize the processing of each and every PAD against our account whether authorized verbally or electronically, by use of a password, secret code or such other signature equivalent, as the parties shall agree to constitute valid authorization.

**Validation by Processing Financial Institution:** We acknowledge our Financial Institution is not required to verify that any purpose of payment for which a PAD was issued has been fulfilled by the Payee or that a PAD has been issued in accordance with the particulars of our Authorization including, but not limited to, the amount, as a condition to honouring a PAD issued by the Payee on our account.

**Recourse/Reimbursement:** We have certain recourse 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 rights, we may contact our Financial Institution or visit [www.cdnpay.ca](http://www.cdnpay.ca)

**Our Rights of Dispute:** We may dispute a Pre-Authorized Debit in accordance with CPA Rules under the following conditions:

1. The PAD was not drawn in accordance with our Authorization; or
2. This Authorization was revoked.

In order to be reimbursed, we acknowledge that a declaration to the effect that either (1) or (2) took place, must be completed and presented to our branch of our Financial Institution up to and including 90 calendar days after the date on which the disputed PAD was posted to our account. We acknowledge that any claim made after 90 business days or for any reason other than the above, is a matter to be resolved solely between the Payee and ourselves.

**Acceptance of Delivery of Authorization:** We acknowledge that provision and delivery of this authorization to the Payee constitutes delivery by us to our Financial Institution. Any delivery of this Authorization to you constitutes delivery by us.

**Cancellation of Arrangement:** This Authorization may be cancelled at any time upon notice by us to the Payee at least 8 days prior to the PAD being issued. I/We may obtain a sample cancellation form, or further information on my/our right to cancel a PAD Agreement, at my/our financial institution or by visiting [www.cdnpay.ca](http://www.cdnpay.ca)

Initials:

**Pre-Notification Waiver:** We agree with the Payee to waive the requirement under the CPA Rules to receive a written pre-notification prior to each PAD as set out in the Rules.

**Contract for Goods or Services:** Revocation of this Authorization does not terminate any contract for goods or services that exists between the Payee and us. Our Authorization applies only to the method payment and does not otherwise have any bearing on the contract for goods or services exchanged.

**We understand and agree** to this PAD arrangement and to the disclosure of any confidential information to any third parties as may be required to process the PAD in accordance with the CPA Rules.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Name (please print)