

Appendix V: ELECTRONIC FUNDS TRANSFER PAYOR'S AUTHORIZATION

TO: _____ PAYOR: _____

Payee Name Payor Name _____

Address Address _____

Telephone City and Province _____

City and Province Telephone Branch and Institution Number _____

Account Number _____

The undersigned (the "Payor"), jointly and severally if more than one, agrees with the Payee, the Processing Institution and ATB as follows:

The Payor acknowledges that this Authorization is provided for the benefit of the Payee and the Processing Institution and is provided in consideration of the Processing Institution agreeing to process debits against the Payor's account in accordance with the rules of the Canadian Payments Association

1. The Payee and the Processing Institution are authorized to draw on the Account by ATB issuing debits, in paper, electronic or other form for the purpose of _____:

(A debit for a fixed amount and fixed cycle with either a fixed date or variable date)

in the amount of \$ _____, may be drawn on the Account _____, beginning _____; or

(A debit for a fixed cycle with either a fixed date or a variable date with the amount fixed but scheduled to change at a future date agreed to by the Payor) in the amount of \$ _____, may be drawn on the Account _____, beginning _____ which amount may be increased/decreased at any future date and/or which payment date may be changed at any future date in accordance with any agreement in writing between the Payor and Payee. The Payee will, to the best of its ability, forward a statement of account in support of the debits or payment dates that vary from the authorized amount or date, to the Payor, at least 10 days in advance of the payment date as pre-notification.

2. The Payor represents, acknowledges and agrees that:

Execution and delivery of the Authorization to the Payee constitutes delivery by the Payor to the Processing Institution;

The debits herein authorized are (check one):

personal/household related

business related

The Processing Institution is not required to verify that the debits herein authorized have been issued in accordance with the particulars of this Authorization, including the amount and frequency of payments;

The Processing Institution is not required to verify that any purpose of payment for which the debit was issued has been fulfilled by the Payee as a condition to honouring a debit issued or caused to be issued by the Payee on the Account; All persons whose signatures are required to sign on the Account have signed this Authorization.

3. This Authorization may be cancelled by the Payor at any time, by notice in writing signed by the Payor and delivered to the Payee

at its above address but revocation of this Authorization shall not terminate any contract for goods or services that exist between the Payor and Payee.

4. The Payor undertakes to inform the Payee, in writing, of any change in the Account information provided in this Authorization prior to the next due date of an authorized debit.

5. (a) The Payor may dispute a debit under the following conditions:

the debit was not drawn in accordance with this Authorization; or
the Payor had revoked this Authorization prior to issue of the debt; or
the Payor did not receive pre-notification as set out in clause 1. (c) and clause 6. of this Authorization.

In order to be reimbursed, the Payor must file a declaration to the effect that either (i), (ii), or (iii) occurred and present such declaration to the Processing Institution up to and including 90 calendar days in the case of a personal/household related debit, or up to and including 10 business days in the case of a business related debit, after the date the debit in dispute was posted to the Account.

Any debit disputed after 90 calendar days in the case of a personal/household related debit or after 10 business days in the case of a business related debit will not be reimbursed by the Processing Institution but shall be resolved sole between the Payor and the Payee.

(b) The Payor may dispute a debit under the following condition:

an authorization in respect of the debit was never provided to the Payee

In order to be reimbursed, the Payor must file a declaration to the effect that (i) occurred, and present such declaration up to and including 90 calendar days in the case of a business related debit, after the "period ending" date of the statement of Account that shows the debit in dispute.

Any debit disputed after 90 calendar days in the case of a personal/household related debit or after 30 calendar days in the case of a business related debit will not be reimbursed by the Processing Institution but shall be resolved solely between the Payor and Payee.

6. The Payor acknowledges receipt of a copy of this Authorization, and agrees that the copy of this Authorization serves as prenotification of the first payment for which this Authorization is given.

DATED at _____, Alberta this _____ day of _____, 20__.

Signature of Account Holder Signature of Account Holder