

Form of Confirmation: Canadian PAD Agreement

To:
@customerName
@address
@city @province @postalCode

Date: @date

Re: Confirmation of Pre-Authorized Debit Agreement ("**PAD Agreement**") Sign-up

Thank you for signing up for Pre-Authorized Debits with EBSCO Canada LTD ("**EBSCO**"). We have accepted your PAD Agreement and are writing to confirm the following details:

1. **Account Holder Name:** @holderName
2. **Financial Institution Name:** @financialInstitute
3. **Financial Institution Number:** @financialInstitutionNumber
4. **Transit Number:** @fiTransitNumber
5. **Account Number:** @maskedAccountNumber
6. **Amount of Payment:** Variable
7. **Frequency of Payment:** Sporadic
8. **Payment Start Date:** The PAD Agreement is effective @confirmationPeriod calendar days after the date of this confirmation.
9. **Type of Pre-Authorized Debit:** Business PAD
10. **Statement with regard to Pre-notification:** You have agree to reduce the required confirmation period of the first PAD issued under the PAD Agreement to three calendar days.

Your Payor's PAD Agreement may be cancelled provided notice is received **7 days** before the next scheduled PAD. If any of the above details are incorrect, please contact us immediately at **finance@EBSCO.com**. If the details are correct, you do not need to do anything further and your Pre-Authorized Debits will be processed and start on the Payment Start Date indicated above.

EBSCO may assign at any time all or a portion of its rights and obligations under the PAD Agreement. You may not assign the PAD Agreement or any of your rights or obligations under the PAD Agreement. All of EBSCO's rights under the PAD Agreement shall enure to the benefit of its successors and assigns.

You have certain recourse rights if any debit does not comply with these terms. For example, you have the right to receive a reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca.

Thank you,

EBSCO Canada LTD

BUSINESS PRE-AUTHORIZED DEBIT ("PAD") TERMS AND CONDITIONS

1. **Authorization:** This business pre-authorized debit agreement ("**PAD Agreement**") is between you and **EBSCO Canada LTD** (also referred to as "**EBSCO**", "**we**" or "**us**"). You authorize EBSCO to make pre-authorized debits from the bank account that you identify from time to time (the "**Account**") with the financial institution that you designate to us on this HighRadius Website, <https://www.highradius.com> (the "**Website**") for the purpose of making the payment amount you specify from time to time on the "**Open Bills**" screen of the Website (the "**PAD Amount**"). You agree to notify us immediately if your Account information changes and this authorization will continue in respect of any new Account that you identify to us.
2. **PAD Category:** This PAD Agreement is a "Business PAD", as such term is defined in the Canadian Payment Association Rule H1 ("**Rule H1**").
3. **Amount:** The PAD Amount will be variable based on the amount you specify from time to time on the <https://www.highradius.com> screen of the Website. If your financial institution returns a PAD because of insufficient funds, you agree that we may re-present, on a one-time basis only, the PAD within thirty (30) calendar days of the returned PAD date. The amount re-presented will be the amount of the original PAD.
4. **Frequency:** PADs will be sporadic based on the PAD Amount. This PAD Agreement authorizes "Sporadic PADs" within the meaning of Rule H1. Accordingly, we are required to obtain due "Authorization" (within the meaning of Rule H1) from you in accordance with Rule H1 for each and every Sporadic PAD under this PAD Agreement prior to the PAD Amount being exchanged and cleared. Your use of the Website to process each PAD Amount (by clicking the "**Submit**" button) will constitute valid and due Authorization for each Sporadic PAD and will constitute delivery of your authorization to your financial institution to debit your Account for the PAD Amount.
5. **Waiver of Pre-Notification and Confirmation:** Your use of the Website to process a PAD Amount determines when the PAD is processed and therefore you agree to waive any pre-notification of the PAD. We mutually agree to reduce the required confirmation period of the first PAD issued under this PAD Agreement to three (3) calendar days.
6. **Your Right to Cancel the PAD:** Your authorization under this PAD Agreement will remain in effect until we have received notification from you of your cancellation of this PAD Agreement. You may cancel your PAD Agreement at any time by providing at least seven (7) calendar days notice.

To obtain a sample cancellation form or for more information on your right to cancel your PAD Agreement, you may contact your financial institution or visit www.payments.ca.

Cancelling the PAD Agreement does not terminate any of your duties or obligations that exist between you and us, including your obligation to pay the amounts outstanding from time to time on your account with us.

7. **Recourse / Reimbursement:** You have certain recourse rights if any debit does not comply with this PAD Agreement. For example, you 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 your financial institution or visit www.payments.ca.

- 8. Validation by Financial Institution:** You acknowledge your financial institution is not required to verify that the transaction is debited in accordance with the terms of this PAD Agreement.
- 9. Changes to Your Information:** It is your responsibility to ensure the information in the Website is accurate. You agree to tell us right away of any change in your name, address or telephone numbers, and any change in your financial institution or Account information.
- 10. Delivery Authorization:** You acknowledge that delivery of this PAD Agreement to EBSCO Canada LTD constitutes delivery of it to us and by you to your financial institution.
- 11. Consent:** I represent that all persons whose signatures are required to sign on the Account have read this PAD Agreement. In addition, I represent, where applicable, that I have the authority to electronically agree to commit to this PAD Agreement and to add or change the Account on the Website and the password, security code or other signature equivalent and that such authorization(s) conforms with the requirements of Rule H1.
- 12. Assignment and Enurement:** EBSCO may assign at any time all or a portion of its rights and obligations under this PAD Agreement. You may not assign this PAD Agreement or any of your rights or obligations under this PAD Agreement. All of EBSCO's rights under this PAD Agreement shall enure to the benefit of its successors and assigns.
- 13. Contacting us:** For any questions about this PAD Agreement, you may contact us at the following address and phone number:

EBSCO Canada LTD
110 Copper Creek Drive, Suite 305
Markham ON L6B 0P9
Phone: 205.981.4676
Email Address: finance@EBSCO.com
- 14. Governing Law:** This PAD Agreement will be governed by and interpreted in accordance with the applicable laws of the Province of Ontario and the federal laws applicable therein. You agree to submit to and be bound by these laws and the courts of the Province of Ontario in the event of any disputes arising in connection with this PAD Agreement.
- 15. Disclosure:** You consent to the disclosure of any information that may be contained in this PAD Agreement or any PAD to the financial institution that holds the account of EBSCO to be credited with the PAD to the extent that such disclosure of information is directly related to and necessary for the proper application of Rule H1.
- 16. Applicable to the Province of Quebec only:** It is the express wish of the parties that this PAD Agreement and any related documents be drawn up and executed in English. Les parties

souhaitent expressément que cet accord de débit préautorisé et tous les documents connexes soient rédigés et exécutés en anglais.