Biller Information Form

Upon completion, please scan and email this form to biller@telpay.ca or fax this form to 866.396.2548. *Indicates required information

Company Information

Company Name* (as it appears on your invoi	ice or bills) Con	npany Legal Name (if different fr	om Company Name)
Mailing Address Street/P.O. Box*	City*	Province*	Postal Code*
()		()
Main Business Phone*	Business Email*	Main Busi	ness Fax
Business Number (BIN)	Business V	_	
			FR FR
Contact Name	Contact Title	Preferred	Language
()		()
Phone Number	Email Address	Fax Numb	er
Payment Information*			
Preferred method of payment details	report delivery (choose one):	Payments from cu	stomers to be made:
		Daily	Weekly
Email to:		 Report Language:	_
Fax to: ()			FR
Yes! I have attached a void chequ	ue to this form to indicate the bank	account where my paymer	ts are to be deposited.
If you do not have cheques with the company na name and account number printed on it OR a sig	me printed on them, you may alternatively pro	vide a copy of the top portion of a bar	
Authorization to Credit Acco	unt		
* A minimum of one Authorized Officer is require			
1. Name of Authorized Officer*	Signature and Tit	le of Authorized Officer*	Date
2. Name of Authorized Officer*	Signature and Tit	le of Authorized Officer*	Date
		pany and that said information has been pr	

Telpay Incorporated | 298 Garry Street | Winnipeg, MB R3C 1H3 | 1.800.665.0302 | www.telpay.ca

Telpay Use Only Biller Code: _____ Entered _____

Verified

TELPAY PREMIUM BILLER SERVICE AGREEMENT

THIS AGREEMENT made between:

TELPAY INCORPORATED ("Telpay"),

- and -

___(the "Biller")

This is your copy of the Telpay Biller Services Agreement. Please keep it on file for your records

1. The Biller agrees to authorize Telpay to credit the Biller's bank account provided.

2. Telpay hereby agrees to promptly forward payments and payment details to the Biller's bank account and the Biller respectively when instructed to do so by users of Telpay's bill payment systems (the "Customer") and when the Customer has met Telpay's funding requirements.

3. Notwithstanding the foregoing, the Biller has the option of requesting payment to be made on a weekly basis. In this case, Telpay will forward funds and a report providing details of payment once a week, provisionally on Wednesdays, but the day is subject to change. The Biller can revert to daily remittances at any time by providing Telpay with two weeks written notice.

4. Telpay will advise the Biller of the details provided by the Customer of the payments made by Telpay on behalf of its Customers in a manner mutually agreed upon by the parties.

5. When Telpay provides the Biller with the value date (the date the Customer's bank account is debited), the Biller will use this date as the payment date for calculation of interest or late payment charges.

6. In consideration of Telpay promptly crediting funds to the Biller's bank account, the Biller agrees to hold harmless and indemnify Telpay against any and all losses, claims, costs or otherwise arising out of or in connection with the processing of the debit to the Customer's account. If such debit is charged back to Telpay for whatever reason (the "Chargeback"), Telpay will notify the Biller and the Biller hereby agrees

that Telpay may immediately debit the Biller's bank account for the amount of the customer's original payment.

7. Should a customer request a refund from the Biller of any payment that has been processed by Telpay, and should the Biller agree to refund this payment, all funds so requested will be returned via Telpay, who will then return the funds to the account from which they were originally debited.

8. Telpay will make available at no charge to the Biller, the following aids to encourage payment of bills using Telpay Services:

(a) A Pay By Telpay logo to include on paper bills and invoices;

(b) A Pay By Telpay logo and associated HTML code to link electronic bills and invoices to a Telpay Payment Service, specifications for which will be supplied by Telpay; and

(c) Use of the Telpay Name as a payment method on the Billers' website and publications.

Use of these aids is at the discretion of the Biller while this Agreement is in force. Their use will be terminated promptly on request by Telpay.

Specifications for such aids will be provided on Telpay's website and are subject to change from time to time.

9. All funds held by Telpay for payment to the Biller under this Agreement which are awaiting clearance of funds will be held by Telpay in a Trust Account of a Canada Deposit Insurance Corporation insured or Provincially guaranteed financial institution for the sole benefit of the Biller. Telpay will pay all the costs of, and is entitled to retain for its own purposes any interest earned on the moneys held in the Trust Account and is not accountable to the Biller for such costs or interest.

10. Telpay shall not be liable for any indirect, consequential or incidental damages whatsoever arising out of or in any way connected with this Agreement, including where Telpay has been advised of the possibility of such damage.

11. The Biller will advise Telpay in writing when any Biller Information needs amending or correcting.

12. The Biller agrees that, in addition to any Chargeback, Telpay agrees to provide 30 days notice to the Biller of any changes to service fees.

13. This Agreement may be terminated by Telpay (in its sole and absolute discretion) by providing the Biller with one month's written notice, such notice to be provided to the Biller at the address set forth in the Biller Information Form.

14. This Agreement constitutes the entire agreement between the parties. Other than set forth in this Agreement, there are no other representations or warranties.

15. Each of the parties has full power and authority to enter into this Agreement and this Agreement shall endure to the benefit of and be binding upon the parties and their respective heirs, successors and assigns.

16. This Agreement shall be governed and construed in accordance with the laws of the Province of Manitoba and Canada and the parties irrevocably attorn to the jurisdiction of the Courts of Manitoba with respect to any dispute relating hereto.

Signed this _____ day of ______, 20____.

FOR THE BILLER

Signatu	ıre(s) A	Authorized	Signing Officer	
Name				
Title				
Signatu	ıre(s) A	Authorized	Signing Officer	
Name				
Title				

FOR TELPAY INCORPORATED

Signature(s)	Authorized Signing Officer
<u>Chris Epp-Vollra</u> Name	ath
President Title	
Signature(s)	Authorized Signing Officer
<u>Jason Olson</u> Name	
<u>VP, Business De</u> Title	evelopment & Strategic Partnerships

Schedule 'B' Fees and Bank Debit/Credit Authorization

I/we hereby request and authorize Telpay Incorporated to debit Chargebacks (as such term is defined in the Biller Service Agreement (the "Agreement") between the parties) and other service charges from the chequing account specified below. The authorization of Telpay Incorporated to debit our account is subject to the terms of the Telpay Premium Biller Service Agreement. Our Company is identified as "Biller" in this agreement. It is warranted by the Biller that all persons whose signatures are required to sign on the account below have signed this Authorization.

Set up Fees:

One-time set-up fee Annual Fee (due on anniversary date) \$199.99 \$49.99

I/we accept the \$199.00 set up fee and \$49.99 annual fee for Premium Biller Services (will be debited from your bank account upon approval)

Transaction Fees:

Telpay charges \$0.50 per bill payment transaction. You may choose to accept the \$0.50 fee which businesses generally find is an incentive to help their customers adopt electronic payment.

No, please retain default payment structure and send payments at no charge.

Yes, I/we would like to pay the \$0.50 fee per bill payment.

Debit the following bank account for fees

(If using different bank account for credits/payments, provide alternate bank account information in 'Alternate Bank Account to Credit Payments' section).

Financial Institution Name:		
Financial Institution Address:		City:
Phone: ()	Province:	Postal Code:
Bank ID Transit No:	Ban <mark>k Ac</mark> count No:	

Please attach a void cheque here, or include <u>one</u> official bank document. No counter cheques

Examples of official bank documents:

- 1. A copy of a void cheque with your company name printed on it
- 2. A copy of a deposit slip with your company name and account number printed on it
- 3. A copy of the top portion of a bank statement with your company name and account number printed on it
- 4. A signed letter from the bank indicating the account number.

 $\sqrt{1}$ I/we agree to the Terms and Conditions of Telpay Biller Premium Biller Services Agreement

 \sqrt{IWe} authorize Telpay Incorporated to debit chargebacks and other service charges.

Authorized Signature(s) of Account Holder(s)	Print name	Date
Authorized Signature(s) of Account Holder(s)	Print name	Date

The Biller will notify Telpay Incorporated promptly in writing if there is any change in the above account information

Alternate Bank Account to Credit Payments

Payments are to be credited to the following bank account (if different from bank account that will be debited for fees).

Financial Institution Name:		
Financial Institution Address:		City:
Phone: ()	Province:	Postal Code:
Bank ID Transit No:	Bank Account No:	

Please attach a void cheque here, or include <u>one</u> official bank document. No counter cheques	
 Examples of official bank documents: 5. A copy of a void cheque with your company name printed on it 6. A copy of a deposit slip with your company name and account number printed on it 7. A copy of the top portion of a bank statement with your company name and account number printed on it 8. A signed letter from the bank indicating the account number. 	
Authorized Signature(s) of Account Holder(s) Print name Date	
Authorized Signature(s) of Account Holder(s) Print name Date The Biller will notify Telpay Incorporated promptly in writing if there is any change in the above account information Date	

SCHEDULE "C" Payment Notification Arrangement

We would like to receive a report of all payments (at No Charge)

As an Emailed Report sent to: _______@

- Please have the details provided:
 - Within Body of Email (no attachment)
 - Text Attachment (not password protected)
 - Zipped and Password Protected attachment
- Faxed Report sent to: _____

We would prefer to receive a file for importing into my Accounts Receivable (Telpay will contact you for details)

□ \$0.02/transaction (minimum \$4.00/month)

File Formats:

□ Telpay standard file formats, including CSV format (Comma Separated Value)

(Our layout specifications will be sent to you upon request)

Biller's own "in-house" file format – provide us with your specifications and we will provide you with a quote on creating a customized format for you

SCHEDULE "D"

	Customer Account Number / Invoice / Statement Information
	order to help us ensure the accuracy of the information entered by your customer, please provide the following information and a sample of a completed customer bill and indicate the account number to be used to credit the customer's account.
1.	Do you assign account numbers to identify your customers:
	If yes, how many characters are there in your account number?
2.	Are all account numbers the same length?
	If no, please explain.
3.	Are there any letters (alpha) or special characters (such as dashes or periods) in the account number(s)?
	If yes, please explain.
4.	Is there a check digit included in your account number?
	 (a) If so, in what position in the account number would we find the check digit? (b) What calculation method is used to determine the check digit? □ Luhn's mod 10
5.	Are there any other distinguishing characteristics of your account numbers; (i.e., a common number in any position)?
6.	If invoices are sent to customers, do you require invoice details (i.e. invoice numbers) to credit your customer's account?
7.	We send our statements and invoices by: All Prail Presentment on a website (Check all that apply)