

Producer Business PAD Agreement

(The Agreement)

Please complete the Pre-Authorized Debit (PAD) Plan agreement below.
(Please Print Clearly)

This agreement is made between the BC Milk Marketing Board (the Board) and

_____ (the Producer) IRMA Number: _____
(Farm/Producer's Name)

- Category and Purpose:** The purpose of the Agreement is to permit the Producer to transfer, through the use of PAD(s), payments to the Board's quota exchange trust account for quota purchases made through the Board's quota exchange pursuant to the rules in the Board's Consolidated Orders.
- Scope:** The Producer acknowledges that this Agreement is provided for the benefit of the Board, and

_____ (Producer's Financial Institution)
(Producer's Financial Institution name)

and is provided in consideration of the Producer's Financial Institution agreeing to process debits against the Producer's account in accordance with the rules of the Canadian Payments Association.

- Authority to Debit Account:** To carry out this Agreement, the Producer hereby authorizes the Board to draw on its account set out below with the Producer's Financial Institution:

BANK INFORMATION

Bank Name: _____

Bank Account Number: _____ Branch Number: _____ Bank Number _____
(branch – 5 digits; Bank – 3 digits)

Bank Address: _____

City/Town: _____ Province: _____ Postal Code: _____

The producer undertakes to inform the Board in writing of any change in the account information provided in this Agreement prior to the next due date of the PAD. Attach a VOID cheque to this Agreement.

- Valid Signing Authority:** The Producer represents and warrants to the Board that the signatory or signatories who sign this agreement are authorized on behalf of the Producer to sign this Agreement without further authorization required from the Producer.
- Amount and Timing:** The PAD amounts will be determined by the amount of quota successfully transferred during the quota exchange, and the timing will depend on the quota exchange payment processing dates for the given exchange.
- Sporadic PADs:** The Producer agrees that their authorization to use the PAD service when completing the Board's quota exchange application form will constitute authorization by the Board to process the sporadic PAD from the Producer's account under this Agreement, and that the payment for all purchases of quota on the Board's quota exchange will be done by PAD as long as the PAD agreement is in place.
- Pre-Notification Waiver:** The Producer agrees with the Board to waive the requirement under the CPA Rules to receive a written pre-notification prior to each PAD as set out in the Rules.
- PAD Specifications:** The PAD will be drawn by the Board in accordance with the amount of quota successfully transferred to the Producer through the Board's quota exchange.
- Validation by Processing Member:** The Producer acknowledges that the Bank of Montreal is not required to verify that a PAD has been issued in accordance with the particulars of this Agreement including but not limited to, the amount. The Producer acknowledges that the Bank of Montreal is not required to verify that the Board has fulfilled any purpose of payment for which the PAD was issued as a condition to honouring a PAD issued or caused to be issued by the Board on the Producer's account.
- Cancellation of Agreement:** This agreement may be cancelled at any time upon 30 days written notice being provided by the Producer. Written notice should be provided to: BCMMB Controller, 200 – 32160 South Fraser Way, Abbotsford BC, V2T 1W5.

11. Contract for Services: The cancellation of this agreement does not terminate any duties or responsibilities that exist between the Producer and the Board through the Board's quota exchange. The agreement enables the method of payment by the Producer to the Board and does not otherwise have any bearing on those duties or responsibilities.

12. Producer's Rights of Dispute – Business PAD: A PAD may be disputed by a Producer under the following conditions:

- a. the PAD was not drawn in accordance with this Agreement; or
- b. this Agreement was cancelled in writing by the Producer;

The Producer, in order to be reimbursed, acknowledges that a declaration to the effect that either (a), or (b) took place, must be completed and presented to the branch of the Producer's Financial Institution holding the Producer's account up to an including 10 calendar days, after the date on which the PAD in dispute was posted to the Producer's account.

13. Recourse Rights: The Producer has certain recourse rights if any debit does not comply with the Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD. To obtain more information on your recourse rights, contact your financial institution or visit Canadian Payments Association at www.cdnpay.ca.

14. Disclosure of Information Consent: The Producer consents to the disclosure of any personal information that may be contained in this Agreement to the Bank of Montreal, as far as any such disclosure of personal information is directly related to and necessary for the proper application of the Canadian Payments Association's Rule H1 (Pre-authorized Debits).

15. PAD Acceptance: By executing this Agreement, the Producer understands, agrees to and accepts the Producer's participation in this Agreement.

16. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

17. No modification of this Agreement is effective unless it is in writing and signed by the parties.

18. This Agreement and any modification of it constitutes the entire agreement between the parties and supercedes all oral representations and negotiations made between the parties prior to the commencement of the Agreement.

19. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its rules.

TO BE COMPLETED BY THE PRODUCER

_____	_____	_____	_____
PRODUCER NAME (Print Name)	PRODUCER TITLE	AUTHORIZED SIGNATURE	DATE SIGNED

_____	_____	_____	_____
PRODUCER NAME (Print Name)	PRODUCER TITLE	AUTHORIZED SIGNATURE	DATE SIGNED

TO BE COMPLETED BY BC MILK MARKETING BOARD

By signing below the BC Milk Marketing Board has accepted and agreed to this Agreement.

<u>Dan Poelman</u>	<u>Controller</u>	_____	_____
AUTHORIZED SIGNING OFFICER	AUTHORIZED SIGNING OFFICER	AUTHORIZED SIGNING OFFICER	DATE SIGNED
NAME	TITLE	SIGNATURE	