



(means “we”, “us”, “our” and the “Bank”)

STANDING ORDER (PRE-AUTHORIZED PAYMENT) AUTHORIZATION AGREEMENT (the

“Agreement”) Reference number

Credit Account 1200364

Currency of Credit Account

Name of Payee

Debit Account

Currency of Debit Account

Debit Account Holder Name

You agree to the following:

By signing this Agreement, the undersigned (“you” and “your”) authorizes us to debit your Debit Account with the amount specified below and to credit the proceeds to the Credit Account or remit the funds to the above-named Payee for credit to the Credit Account (the “standing order request”). You also authorize us to debit the Debit Account with the amount of the transaction fee for this service, currently _____ which is subject to change with notice to you. **You also agree to ensure that sufficient cleared funds are available in the Debit Account on the scheduled payment due date to cover the amount of this standing order request.**

The amount to be credited/remitted to the Credit Account is _____ in _____.

Payments will start on _____ and will remain in effect _____ for _____ payment(s) until _____ or until you cancel this standing order request. If the payment date falls on a non-business day or a holiday, the payment will be processed on the next business day.

For transactions involving foreign currencies, we will determine the applicable foreign exchange rate at the time of posting the transaction to the Credit Account.

If the Debit Account is a Scotialine, Scotialine Gold or a Scotiabank credit card account, the transaction will be treated as a cash advance in accordance with the terms of the applicable agreement.

Account information

You are responsible for letting us know if there are any changes to the Debit Account, the Credit Account, the name of the Payee or if there are changes to any of the information contained in this Agreement, including without limitation, changes in the ownership of the Debit Account, at least 4 business days before the next scheduled payment due date. All changes must be submitted to us in writing and you also agree to provide us with another Agreement, if required.

Third party payees

We reserve the right to refuse to pay any Payee to whom you may designate a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you.

You should schedule payments to third party Payees sufficiently well in advance of the payment due date especially if payment is remitted by mail to ensure the Payee receives the payment on time to avoid any late fees, additional finance charges or other actions taken by the Payee. It is your responsibility to schedule payments so that they arrive by the payment due date specified on the bill or statement.

After funds are withdrawn from your Debit Account, we may remit the payment to the Payee by either transferring funds electronically to the Payee or by mailing the Payee a bank draft. If your payments cannot be sent and received electronically by the Payee, this may take some Payees longer to post the payment to your Credit Account. If the Payee you are paying cannot accept an electronic payment, we will send a bank draft which may take additional days to be received by the Payee.

Disclosure of information to third parties

Subject to any applicable confidentiality and privacy laws in the country where you maintain the Debit Account, we will disclose information about you and your Debit Account to Payees and to other third parties about transfers you make:

1. where it is necessary for completing the transfers;
2. in order to verify the existence and condition of your Credit Account with a third party;
3. if we are required pursuant to legal process or subpoena;
4. if we are required to do so under any law, by any authority, regulator, statutory body, governmental body or agency; or
5. if disclosure is necessary to protect our interests.

In addition, by accepting the terms of this Agreement, you consent to and acknowledge that in the course of providing this service to you in relation to your accounts, certain of our employees and employees within the Scotiabank Group^o as well as our service providers in and out of the country may have access to your account information to use, store and distribute as necessary to provide such services.

We may use third party service providers to process or handle your information on our behalf and to assist us with various services and you acknowledge that we may release information about you to them and to members of the Scotiabank Group. When information is provided to our service providers, we will require them to protect the information in a manner that is consistent with our privacy policies and practices.

You also acknowledge that in the event that a third party service provider is located in a foreign jurisdiction, your information may be processed and stored in that foreign jurisdiction and those foreign governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of your information through the laws of those jurisdictions.

Insufficient funds

If you have insufficient cleared funds in the Debit Account on the payment due date to cover this standing order request, or if the Debit Account is a deposit account and there is a hold on the account or access to the account is blocked, we will attempt to withdraw the payment amount specified for up to _____ business days after which the standing order request and this Agreement will automatically be cancelled without any further notice to you.

Limitations on our responsibility and limitation on liability

Except as specifically provided in this Agreement, or prohibited by law, neither the Bank nor our parent company The Bank of Nova Scotia (where applicable) or any of its subsidiaries or affiliated entities, directors, officers, employees or agents will be liable for any losses or damages you suffer in connection with the provision of, the refusal of, or the failure to provide any of the transfer services contemplated in this Agreement except if it was caused by our negligence. You acknowledge this means we are not liable to you in any of the following instances:

- **You do not have enough money in your Debit Account to make the transfer.**
- **If there is a hold on your deposit account or if access to your Debit Account is blocked.**
- **If the funds in any account maintained by you are subject to legal process or other encumbrances restricting the transfer.**
- **If there is any delay in completing or failing to provide the transfer for any reason even if this means you are unable to access funds in your Debit Account or Credit Account.**
- **If there are circumstances beyond our reasonable control (for example, fire, flood, hurricane, interference from an outside source, postal delays) that prevent or delay the transfer or payment from being completed.**
- **If we have received incomplete or inaccurate information from you involving the Debit Account, Credit Account or transfers to or from your Debit/Credit Accounts.**

- If there are changes to the Debit Account, Credit Account or the name of the Payee unless you have advised us of the change sufficiently in advance.
- If any Payee fails to correctly account for or credit the payment to the Credit Account in a timely manner. We are not responsible for the processing and/or posting procedures of your designated Payee.
- Any matter arising from your actions or if you have failed to perform your obligations properly under this Agreement even if you are not at fault.

If an incorrect amount is debited from your Debit Account or if the funds are directed to a Payee which does not comply with your payment instructions, we will be responsible for returning the improperly transferred funds to your Debit Account and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for late payment related charges to the extent they have been incurred by you. We may require that you provide us with satisfactory written documentation of any late fees before making reimbursement to you. This is our only obligation to you for any payment delays or failure. Also, if you do not follow the terms and conditions in this Agreement or if you do not allow us enough time to complete a standing order request, you alone are responsible for any penalties or late charges on that payment.

If we duplicate a payment or process a payment for a higher amount than you requested, we will use our best efforts to recover the overpayment from the Payee. If we can recover the overpayment that was charged to your Debit Account, we will return the amount of the overpayment to you. However, if the overpayment caused a credit to your account with the Payee and we are unable to recover the overpayment from the Payee, we will notify you of that fact and you will be responsible to make appropriate arrangements with the Payee to receive a refund of the credit or have it applied against future balances.

Whether we terminate the Agreement with or without cause, in no event will we be responsible for any termination expenses or for any overhead costs associated with the Agreement. Under no circumstances will we or our parent company The Bank of Nova Scotia (where applicable) or any of its subsidiaries or affiliated entities, directors, officers, employees or agents be liable for any special, incidental, consequential, indirect, punitive or exemplary damages or losses, including, without limitation, lost profits or lost revenues or any damages arising in any way from any transactions conducted under this Agreement.

We agree to make reasonable efforts to ensure full performance of the services contemplated under this Agreement. However, we cannot assume responsibility for malfunctions in communication facilities not under our control that may affect the accuracy or timeliness of these instructions. We are only responsible for exercising ordinary care in processing and remitting funds to third party payees in accordance with your instructions and in this Agreement.

Except as specifically provided in this Agreement, or prohibited by law, you agree to release us, our parent company The Bank of Nova Scotia (where applicable), its subsidiaries and affiliated entities, and their respective officers, directors, employees and agents (collectively, an "Indemnitee") from any and all liability, and you agree to indemnify and hold the Indemnitee harmless for any loss, damage, payment, legal expense (on an attorney-client basis) and other cost, as may be applicable, resulting from any transfer service performed, any instruction honoured, processed, settled, changed, cancelled, reversed or refused, or your failure to properly provide information or to follow any procedures set out in this Agreement.

Cancellation

You can cancel this Agreement at any time by providing us with fifteen (15) days' prior written notice. We can also cancel this Agreement without reason by giving you thirty (30) days' written notice.

Despite the foregoing, we reserve the right to cancel your use of the service in whole or in part or cancel this Agreement at any time, without prior notice to you, if: (a) your Debit Account is closed or blocked (b) the Debit Account has not been activated or has expired (in the case of a credit card or ScotiaLine) (d) the Credit Account is closed or blocked, (e) the amount of the transfer exceeds your daily authorized transaction limit[†] (f) you do not pay any fee required by this Agreement when due, (g) you fail to comply with the terms of this Agreement or any other agreement you have with us, or (h) if any of your accounts with us are not maintained in good standing.

† Transaction limits – We may establish and change limits, dollar or otherwise, from time to time on the various transactions which may be available through automated banking services (ABS), any branch banking (ABB) service, point-of-sale (POS), telephone and Internet services, without prior notice to you. Cumulative limits (e.g. daily, weekly or per transaction) vary from country to country and notice of such limits is provided in a readily accessible place in our branches and is available to you upon request.

Other agreements

In addition to this Agreement, you agree to be bound by and comply with the terms and conditions of all other agreements you have entered into with us including, without limitation, the account operating agreement, the ScotiaLine or ScotiaLine Gold agreement, cardholder agreement and any other lending agreement. For greater clarity, this Agreement applies to the method of payment for the Credit Account and it does not reduce or diminish in any way any of our rights or any of your obligations set out in any lending agreement, cardholder agreement or in any security agreement including, without limitation, your obligation to make payment to us even if this Agreement is cancelled by you or by us.

Amendments

We can add, modify or change the terms and conditions of the services or this Agreement in our sole discretion and from time to time. Notice of additional or amended terms and conditions may be given to you through notices in our branches and may also be given through notices in your monthly ScotiaLine or ScotiaLine Gold statement or credit card statement, ATMs or our public Internet sites. If you do not agree with any of the changes, you can stop using the service and cancel this Agreement as described above. However, if you continue using the service after notification of any change(s), this means you agree with and have accepted such change(s).

Authority to debit account

This Agreement shall remain in effect and can be relied upon by us until we receive notice of cancellation by any one or more of you.

By signing below, you represent, warrant and guarantee that all persons whose signatures are required to sign on the Debit Account have signed this Agreement below and you will indemnify and hold us harmless from any claims by any other owner of the Debit Account.

Signature _____ Date _____

Signature _____ Date _____

◇ cotiabank Group means collectively, The Bank of Nova Scotia and its subsidiaries and affiliates.

◇ *Trademarks of the Bank of Nova Scotia, used under licence (where applicable).



APPENDIX FOR BANKER'S ORDER

PAYMENT DETAILS FOR GUARDIAN LIFE:

Please Tick <input type="checkbox"/> one	Day	starting Month	Year	Please indicate specific dates for Quarterly, Semi-annual and Annual Modes. <i>For Example:</i> - Quarterly [5 th Mar / 5 th Jun / 5 th Sept / 5 th Dec] - Semi-Annual [28 th Jun / 28 th Dec] - Annual [1 st Mar]
<input type="checkbox"/> MONTHLY				Monthly Draw Date:
<input type="checkbox"/> QUARTERLY				
<input type="checkbox"/> SEMI-ANNUAL				
<input type="checkbox"/> ANNUAL				

Signature _____ Dated _____ (Day/Month/Year)

COMPANY TO QUOTE UNDERMENTIONED INFORMATION WHEN MAKING PAYMENT

PAYER'S CLIENT NO.	NAME	TOTAL AMOUNT
		\$ _____

Kindly note that Scheduled Lumpsums, as with other Unscheduled Payments, are not reflected in your policy contract. As such, your copy of this Form serves as Guardian Life's acknowledgement of your instructions to allocate your payments when received accordingly.

