PAYOR'S PAD AGREEMENT

Business Pre-Authorized Debit Plan

Authorization of the Payor to the Payee to Direct Debit an Account

Instructions:

1. Please complete all sections in order to instruct your financial institution to make payments directly from your account.
2. Please sign the Terms and Conditions on the reverse of this document.
3. Return the completed form with a blank cheque marked "VOID" to the Payee at the address noted below.
4. If you have any questions, please write or call the Payee.

PAYOR INFORMATION ***(Please type or print clearly)***

Payor Name:	
Address:	
Telephone:	
Name(s) of Authorized Signing Officer(s):	
Signature(s) of Authorized Signing Officer(s): X	Date:

PAYOR FINANCIAL INSTITUTION/BANKING INFORMATION ***(Please type or print clearly)***

Branch Number	Institution #	Account Number
Name of Financial Institution		
Branch		
Branch Address		
City/Province		Postal Code

PAYEE INFORMATION ***(Please type or print clearly)***

Payee Name: MTY Franchising Inc.
Address: 8210 Autoroute Transcanadienne, Montreal, Quebec, H4S 1M5
Telephone: (514) 336-8885

PAYMENT INFORMATION (applicable for Royalty Fee and Ad Fund Fee only**)**
(Please type or print clearly)

Please specify whether the payment is a: *(Please check one)*	☐	Fixed Amount: *(Please specify)* _____
	X	Variable Amount: If variable, please specify whether there is a maximum amount or indicate N/A if there is no maximum amount: ___N/A_____
Occurring at: *(Please check one)*	X	Set intervals: Please specify the timing (i.e. weekly, bi-weekly, monthly) _____
	☐	Sporadic intervals
Are top-ups or adjustments permissible? *(Please check one)*	X	Yes
	☐	No

PAYOR'S PAD AGREEMENT
Business Pre-Authorized Debit Plan
Terms & Conditions

1. In this Agreement "**we**", "**us**" and "**our**" refers to the Payor indicated on the reverse hereof.

2. We agree to participate in this Business Pre-Authorized Debit Plan and we authorize the Payee indicated on the reverse hereof and any successor or assign of the Payee to draw a debit in paper, electronic or other form for the purpose of making payment for goods or services related to our commercial activities (a "**Business PAD**") on our account indicated on the reverse hereof (the "**Account**") at the financial institution indicated on the reverse hereof (the "**Financial Institution**") and we authorize the Financial Institution to honour and pay such debits. This Agreement and our authorization are provided for the benefit of the Payee and our Financial Institution and are provided in consideration of our Financial Institution agreeing to process debits against our Account in accordance with the Rules of the Canadian Payments Association. We agree that any direction we may provide to draw a Business PAD, and any Business PAD drawn in accordance with this Agreement, shall be binding on us as if signed by us, and, in the case of paper debits, as if they were cheques signed by us.

3. We may revoke or cancel this Agreement at any time upon notice being provided by us either in writing or orally. We acknowledge that in order to revoke or cancel the authorization provided in this Agreement, we must provide notice of revocation or cancellation to the Payee. This Agreement applies only to the method of payment and we agree that revocation or cancellation of this Agreement does not terminate or otherwise have any bearing on any contract that exists between us and the Payee.

4. We agree that our Financial Institution is not required to verify that any Business PAD has been drawn in accordance with this Agreement, including the amount, frequency and fulfillment of any purpose of any Business PAD.

5. We agree that delivery of this Agreement to the Payee constitutes delivery by us to our Financial Institution. We agree that the Payee may deliver this Agreement to the Payee's financial institution and agree to the disclosure of any information which may be contained in this Agreement to such financial institution.

6. We agree that the Payee shall not notify us before a Business PAD is drawn.

_____ _____

Signature of Payor Signature of Payor

7. We agree that with respect to Business PADs, where the payment frequency is sporadic, a password or secret code or other signature equivalent will be issued and shall constitute a valid authorization for the Payee or its agent to debit our account.

8. We may dispute a Business PAD by providing a signed declaration to our Financial Institution under the following conditions:
   (a) the Business PAD was not drawn in accordance with this Agreement; or
   (b) this Agreement was revoked or cancelled.

   We acknowledge that, in order to obtain reimbursement from our Financial Institution for the amount of a disputed Business PAD, we must sign a declaration to the effect that either (a) or (b) above took place and present it to our Financial Institution up to and including but not later than ten (10) business days after the date on which the disputed Business PAD was posted to our Account. We acknowledge that, after this ten (10) business day period, we shall resolve any dispute regarding a Business PAD solely with the Payee, and that our Financial Institution shall have no liability to us respecting any such Business PAD.

9. We certify that all information provided with respect to the Account is accurate and we agree to inform the Payee, in writing, of any change in the Account information provided in this Agreement at least ten (10) business days prior to the next due date of a Business PAD. In the event of any such change, this Agreement shall continue in respect of any new account to be used for Business PADs.

10. We warrant and guarantee that all persons whose signatures are required to sign on the Account have signed this Agreement below. In addition, we warrant and guarantee, where applicable, that we have the authority to electronically agree to commit to this Agreement by secure electronic signature and that our secure electronic signature conforms with the requirements of Rule H1.

11. We understand and agree to the foregoing terms and conditions.

12. We agree to comply with the Rules of the Canadian Payments Association, or any other rules or regulations which may affect the services described herein, as may be introduced in the future or are currently in effect and we agree to execute any further documentation which may be prescribed from time to time by the Canadian Payments Association in respect of the services described herein.

13. Applicable to the Province of Quebec only: It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

_____	Per:	_____	_____
Name of Payor		Signature of Authorized Signing Officer Name: Title:	Date
	Per:	_____	_____
		Signature of Authorized Signing Officer Name: Title:	Date