دار التمويل
FINANCE HOUSE

payday

ENTITY ENROLMENT FORM

* Capitalized terms used herein shall have the same meanings as mentioned in the Terms & Conditions attached hereto.

Name (as per Trade/Commercial License) ("**Client**"): No. of Employees:

Type of Entity: ☐ Sole Proprietorship ☐ Partnership ☐ Limited Liability Company ☐ Public Joint Stock Company ☐ Free Zone Entity ☐ Others

Establishment Date: Trade License No.: Company MOL Code:

Registered Address in UAE:

Building Number or name: ..... Street: .....

Area name: ..... Landmark: .....

Country:.....

Emirate: ☐ Abu Dhabi ☐ Dubai ☐ Sharjah ☐ Ajman ☐ Fujairah ☐ Umm Al Quwain ☐ Ras Al Khaimah

Entity Mobile number for Notices: ..... Entity Email for Notices: .....

Authorized Signatory Name: ..... Mobile Number: .....

Email ID: ..... Designation: .....

CUSTODIAN DETAILS

	Card Custodian	Alternate Card Custodian	PIN Custodian	Alternate PIN Custodian
Name				
Mobile Number				
E-Mail				
Telephone Number				
Emirates ID				

ACCESS MANAGEMENT MATRIX

Name: Email ID:

Mobile No.: Telephone: Emirates ID:

Authority: ☐ Maker ☐ Checker ☐ Authorizer

Card Issuance & Salary Transfer: ☐ Card Issuance ☐ Bulk Transfer ☐ Salary ☐ Report Viewer ☐ Non-WPS Salary ☐ All

Card Maintenance: ☐ Activation ☐ Mobile Update ☐ Blocking ☐ Edit Employee ☐ Unblocking ☐ EID Update ☐ Card Cancellation ☐ Card Replacement ☐ All

Name: Email ID:

Mobile No.: Telephone: Emirates ID:

Authority: ☐ Maker ☐ Checker ☐ Authorizer

Card Issuance & Salary Transfer: ☐ Card Issuance ☐ Bulk Transfer ☐ Salary ☐ Report Viewer ☐ Non-WPS Salary ☐ All

Card Maintenance: ☐ Activation ☐ Mobile Update ☐ Blocking ☐ Edit Employee ☐ Unblocking ☐ EID Update ☐ Card Cancellation ☐ Card Replacement ☐ All

Client's Initials: _____

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FEES, CHARGES & OTHER SERVICES

1. Monthly Service Fee

The Client agrees to pay to Finance House LLC ("FH") the following fees and charges:

Particulars	Fees & Charges
Per Payday Card maintained in FH records	AED per Card per month (with a minimum charge of AED per month)
Salary transfer charges to Employee's bank account	AED per Employee per transfer (with a minimum charge of AED per month)
Per salary file processing charges	AED
Monthly Service Fee	AED

The Client agrees that the above-mentioned fees and charges payable by Client to FH shall be deducted from the Client's designated Flexi maintained with FH. The Client further agrees to pay such fees and charges even when SIF or a transaction gets rejected by the relevant UAE bank due to an error (in any form including but not limited to missing, incomplete or incorrect information) present in the information provided by the Client to FH.

2. ATM Transaction Fee

Unless otherwise agreed by the Client, the below specified ATM transaction fees will be charged to the Payday Cardholders.

Particulars	Fees & Charges
ATM withdrawal Fee	AED 2 per transaction
Balance Enquiry Fee	AED 1 per enquiry
Declined Transaction Fee	AED 1 per declined transactionn

Note: It is the Client's sole responsibility to communicate all applicable fees & charges to the employees, at the time of distributing Payday Cards & PINs.

3. Card Related Fees and Other Charges

Card Issuance Fee AED

Card Replacement Fee AED 20

To view the fees and charges of FH list of services not listed above, please visit FH website on www.FH.ae.
The applicable fees and charges for the above services may be modified from time to time at the sole discretion of FH as reflected on FH website on the time and date of viewing the same.

4. Interest, Fees & Charges for Allied Services

Applicable interest, fees and charges will be charged to the Payday Card account of the Payday Cardholder or to the employees availing such facilities (Allied Services) prior to transferring their salaries/wages to their respective bank accounts in accordance with the applicable FH tariff that may be modified from time to time at the sole discretion of FH.

5. Fees & Charges for Other Services

These will be charged to the Payday Card accounts of the Payday Cardholders availing such services in accordance with the applicable FH tariff that may be modified from time to time at the sole discretion of FH, and will also be charged on Employees prior to transferring their salaries/wages to their respective bank accounts.

6. Other Services

Along with salary processing, the Client agrees that FH may extend personal finance facilities to the Cardholders in accordance with the terms set out in the Terms and Conditions attached hereto.
I the undersigned, hereby certify that the above information provided by us is true, accurate and complete. Further, I hereby confirm that I have read, acknowledge and agree to the Terms and Conditions attached hereto and shall affix my initials and signature on the same, accordingly.

7. MOHRE Data Access Consent

7.1. ☐ I/We, the Employer/Sponsor, hereby provide consent to Finance House to access my/our data stored at MOHRE, including the Employer/Sponsor information and information related to the Employees/Domestic Workers registered under the Employer/Sponsor, for the purpose of WPS registration, onboarding and related services.

Owner full name as per MOHRE:_____

Name of Authorised Signatory:_____

Signature:_____Date:_____

Designation: _____

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FOR FH USE ONLY		
BDM/RM Name:	BDM/RM Code:	Branch:
Sector ID:	Industry ID:	Corporate ID:

TERMS AND CONDITIONS ("T&C")

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms and expressions shall have the meaning assigned to them hereunder and cognate expressions shall have corresponding meanings:

"Allied Services" means the personal finance facilities (installment loans) and/or any other facilities that may be extended by FH and/or its business associates to the Cardholders and/or employees of the Client from time to time.

"ATM" means an automated Teller Machine in the UAE that dispenses UAE dirham currency notes against valid Payday Cards issued by FH.

"Business Day" means a working day on which banks and financial institutions are open for business to the public at large in the UAE.

"Custodians" means the Client's personnel, as identified in the Entity Enrolment Form (and the Entity Information Form(s) referred to in Affiliates/Subsidiaries Form, if applicable), designated by the Client as the persons authorised to receive and distribute the Payday Cards or the Personal Identification Number(s) ("PIN(s)") to the respective Cardholders and who should not be the same person unless otherwise agreed upon in writing by the Parties.

"Corporate Maker" means the Client's personnel, as identified in the Entity Enrolment Form, designated by the Client as the person authorised to upload Wages Protection System (WPS) and non-WPS salary files, Card creation files, initiate salary refund requests and check various salary and Card reports.

"Corporate Checker" means the Client's personnel, as identified in the Entity Enrolment Form, designated by the Client as the person authorised to access and verify the WPS and non-WPS salary files, Card creation files, salary refund requests and various salary and Card reports uploaded by the Corporate Maker.

"Employee" means an individual (whether a Cardholder or not) registered by the Client with FH for Payroll Services, pursuant to these T&C.

"MOA" means a Memorandum Of Association of the Client.

"Payday Card" or **"Card"** means a Mastercard branded printed plastic Card issued to a Cardholder to facilitate orderly disbursement of periodic salaries or wages. The Card can be used for cash withdrawals at all "UAE Switch" (ATMs) or to pay for goods & services at all outlets in the UAE who accept the Mastercard.

"Payday Cardholder" or **"Cardholder"** means an employee to whom FH has agreed to issue or has issued a Payday Card as per the written request of the Client pursuant to these T&C.

"Payday Card T&C" means the "Terms and Conditions Governing Payday Cards" found on FH's website at "www.fh.ae".

"Payroll and Allied Services" means to include and referred to "Payroll Services" and "Allied Services" together.

"Payroll Disbursement Date" means the recurring monthly date on which the salaries and wages payable to the employees of the Client are actually credited by FH into the respective Payday Card or the personal bank account of each employee (as the case may be).

"Payroll Services" means the electronic salary and/or wage disbursement services extended by FH to the employees of the Client.

"POA" means Power Of Attorney of the Client.

"Procedures" means the instructions, rules and/or guidelines provided by FH to the Client, from time to time, in connection with the Payroll Services extended by FH pursuant to these T&C.

"RM" means Relationship Manager of FH.

"SIF" means a Salary Information File for each employee which includes the employee's full name as per Ministry of Labour ("MOL") Work Permit, MOL Work Permit number and expiration date, Client issued employee number, amount of salary/wage net payment, Payroll Disbursement Date, and Payday Card number/personal bank account number of the employee (as the case may be).

"UAE" means the United Arab Emirates.

"Flexi" used herein under the Entity Enrollment Form and these T&C shall have the same meaning ascribed to it under the "Flexi Opening-Terms and Conditions" available on FH's website: www.FH.ae.

1.2 The clause headings in these T&C are for the purpose of convenience only and shall not be used to interpret or modify the terms of these T&C.

1.3 Unless inconsistent with or a contrary intention clearly appears from the context, any reference to singular includes the plural and vice versa.

1.4 Recitals and any schedules or annexures attached hereto shall form an integral and inherent part of these T&C.

1.5 Any reference to the "Client" includes the entity for whom Payroll Services are provided by FH pursuant to these T&C, its assigns, successors and its authorised representatives.

1.6 The use in these T&C of the terms "include", "includes", "including", and "such as" shall be deemed in all cases to be followed by the words "without limitation".

1.7 Where the context also requires, Client and FH may be referred to individually as the "Party" and collectively as the "Parties".

2. CLIENT'S RESPONSIBILITIES AND UNDERTAKINGS

The Client hereby agrees and undertakes, whether directly or through its custodian, to:

2.1 pay the fees and charges for the services rendered by FH pursuant to these T&C;

2.2 follow the procedures that may be issued/advised by FH from time to time in connection with the Payroll and Allied Services;

2.3 appoint custodian(s) and provide FH with the details of the same;

2.4 provide FH with a SIF for each employee via email/WPS portal or other communication as per Clause 11;

2.5 open a Flexi with FH to facilitate periodic disbursement of salaries and wages and ensure that the payroll amount for the relevant period (after deducting the applicable charges payable by Client to FH as well as any amounts which are payable to FH by the employees in case Allied Services have been extended to such employees) is credited into that Flexi at least three (3) business days prior to the Payroll Disbursement Date and the request of Payroll and Allied Services of FH;

2.6 request, via email or other means of communication as per Clause 11, receive and distribute the Cards and/or PINs and inform each employee that upon his receipt of the Payday Card and its relevant PIN, that such employee must:

(a) read, acknowledge and agree to the Payday Card T&C;

(b) acknowledge that the first use of the Card shall constitute the employee's T&C to be bound by the Payday Card T&C;

(c) understand that should such employee not agree to the Payday Card T&C, then the employee should inform the Client and immediately return the Card to the Client so that the latter can return the Card to FH; and

(d) follow FH's instructions regarding the use of the Card and PIN should the employee agree to the Payday Card T&C and use the Card;

2.7 provide sufficient and revolving authorisation to allow FH to withdraw funds and credit the same to the employees' Payday Cards or personal bank accounts (as the case may be) on each Payroll Disbursement Date;

2.8 route all amounts payable to employees enrolled with FH for Payroll and Allied Services, including salaries, wages, other regular weekly or monthly benefits (including end of service benefits), only through FH throughout the validity of these T&C and thereafter for so long as any Allied Services extended to the employees of the Client remain active (whether after any expiration or termination of the T&C) until full and final settlement of all such Allied Services to the satisfaction of FH and a "No Liability Certificate" for each relevant employee has been issued by FH;

2.9 not to give salary assignment undertaking and/or end of service benefits and entitlements assignment undertaking (in cases where FH has extended Allied Services) to any other financial institution or bank, without the prior written consent of FH;

2.10 submit the SIFs to FH via email/WPS portal or other communication as per Clause 11 no less than three (3) business days prior to the Payroll Disbursement Date each month for onward disbursement by FH of salaries and wages to employees by way of credit to their respective Cards or personal bank accounts (as the case may be);

2.11 inform FH without any delay in case of resignation/termination of an employee for any reason whatsoever and any other situation that may adversely affect the employment of an employee with the Client;

2.12 provide initial and ongoing training to its employees on how to use the Payday Card and how to protect it from unauthorised and/or fraudulent usage in accordance with FH's instructions;

2.13 execute all necessary documents and to provide additional information sought by FH to perform its duties under these T&C, including the granting of Allied Services to the employees;

2.14 authorize FH to request and obtain a credit, financial or identity history (and any similar reports) on the Client from any reporting agency or any third party selected by FH;

2.15 acknowledges that the sole obligation of FH under these T&C is to provide the Payroll and Allied Services described herein;

2.16 send to FH an email or other communication as per Clause 11 confirming receipt and proper distribution of the Cards and PINs as per Clause 2.6 within thirty (30) days from the date of delivery of the Cards and/or PIN;

2.17 return to FH any Cards and/or PINs undelivered to the respective employee within thirty (30) days of receipt of the respective Cards and/or PINs;

2.18 provide access to its premises to FH to inspect all Client records and for document collection in relation to Payday Cards and/or sale of other FH products & services to the employees and other staff of the Client;

2.19 acknowledge that FH shall have the right to refuse the reversal of any electronic direct transfer to the Payday Card or another account of an employee if an error or mistake was subsequently found by the Client or FH in the payroll;

2.20 indemnify FH against any loss arising from fraudulent usage of the Payday Card(s) and/or PIN(s) where it is established that a loss has been sustained by FH as a result of gross negligence or willful misconduct of the Client or as a result of any breach by the Client;

2.21 not use any trademark, trade name and/or logo of FH in any other manner whatsoever without the prior written consent of FH;

2.22 ensure that the custodians receive and distribute the Payday Cards and related PINs to the employees of the Client who should acknowledge and agree to the Payday Card T&C;

Client's Initials: _____

2.23 conduct at least one (1) transaction (including a deposit of the Cardholder's salary) on the Card within forty-five (45) days of the Card's issuance;

2.24 acknowledge that FH shall have the right to:

(a) cancel any Cards which are not confirmed as per Clause 2.14; and

(b) cancel any Cards due to six (6) months of inactivity.

2.25 ensure that the custodian send an email or notice as per Clause 11 to FH to reissue/reactivate any needed Card:

(a) canceled due to failure of the custodian to confirm as per Clause 2.16 and a new Card issuance charge shall be imposed; or

(b) cancelled due to six (6) months of inactivity and a new Card issuance charge shall be imposed by FH for such Cards.

2.26 Should FH elect to feature the functionalities of the Services through an online portal, the Client shall be bound by the terms of use as and when communicated by FH through any means of communications.

3. FH'S RESPONSIBILITIES

FH hereby agrees to:

3.1 provide Payroll and Allied Services to the Client and its employees as per the terms agreed in these T&C;

3.2 provide detailed procedures to be followed by the Client in relation to Payroll and Allied Services as well as "Train the Trainer" facilities to designated employees of the Client;

3.3 bear all costs relative to Payday Card issuance and ongoing maintenance, subject to the understanding that fees and charges as stated in these T&C are borne by the Client;

3.4 upon receipt of a custodian's request, issue the Cards and PINs and deliver the same for distribution by the custodian to each eligible employee;

3.5 upon receipt of a confirmation email from the custodian, acknowledging receipt and distribution of the Cards and PINs to the relevant Cardholders in accordance with FH's instructions as per Clause 2.16, FH shall activate the Cards;

3.6 credit periodic salaries/wages electronically into each Card/personal bank account of employees on the Payroll Disbursement Date, after deduction of charges and amounts, and subject to prior receipt of clear funds from the Client, as per Clause 2.5;

3.7 generate at the end of each calendar month a statement of Flexi clearly detailing all transactions between the Client and FH in relation to Payroll Services and provide the Client with such statement(s) of Flexi as and when required and in the manner preferred by the Client;

3.8 expedite the processing of each SIF submitted to it by the Client within a maximum period of three (3) business days, subject to the availability of funds in the Client's Flexiheld with FH;

3.9 address payroll related correspondences and/or queries only with the Client's custodians or other Client designated personnel. FH shall not communicate payroll related information to any other employee of the Client except the account balance and transaction details to the respective Payday Cardholder(s) and/or employee(s);

3.10 temporarily suspend any Cards which fail to have any transactions posted within ninety (90) days of the relevant Card's issuance; and

3.11 permanently block and cancel any Cards for which FH has not received a confirmation of distribution as per Clause 2.16 or which fail to have any transactions posted within six (6) months from the particular Card's issuance and any Card issued to replace such cancelled Card will be subject to a new Card issuance charge.

4. REPRESENTATIONS AND WARRANTIES

The Client represents and warrants to FH that:

4.1 Authority: The Client and its authorised signatory are legally entitled to execute, deliver and perform their obligations under the terms of these T&C and the authorised signatory identified below is legally entitled to sign on behalf of the entity(ies) identified in the Entity Enrolment Form (and the Affiliates/Subsidiaries form, if any) and shall notify FH immediately if any such authority be removed or modified in any manner whatsoever;

4.2 Undertaking: The Client undertakes to ensure that any correspondence received from FH which is in the name of an employee and under the address of the Client be handed-over forthwith to the relevant employee (in case the employee did not personally receive through courier or other mailing means the said correspondence);

4.3 Acknowledgement: The Client agrees and acknowledges that FH shall have the right to deduct, prior to the Payroll disbursement date, the portion or entire amount, as the case may be, of the Allied Services extended to the Cardholders and/or employees as per the terms and conditions of each facility of the Allied Services agreed upon by and between FH and the Cardholder or employee until full and final settlement of the relevant facility and until a "No Liability Certificate" is issued by FH for the benefit of the relevant Cardholder(s) and/or employee(s);

4.4 Capacity: The Client warrants and represents that there are no provisions of any law, whether federal, state or local, or of its certificate of incorporation, by-laws or agreement of any kind, nature or description binding upon the Client, which prohibits the Client from entering into these T&C and that the Client's performance of the T&C has been duly authorised and is a binding obligation of the Client;

4.5 Payroll Disbursement Dates: Payroll processing dates for payments are in accordance with MOL rules in force from time to time;

4.6 No Litigation: That there is no litigation, tax claim, dispute or administrative proceeding, current or, to the Client's knowledge, threatened, which is likely to have a material adverse effect on the Client's ability to perform its obligations under these T&C;

4.7 Bankruptcy Proceedings: No bankruptcy or winding up proceedings have been commenced against the Client;

4.8 Disclosure: the Client has fully disclosed to FH all facts, which the Client knows or should reasonably know and which are material for disclosure to FH in the context of providing Payroll and Allied Services to the Client and its employees;

4.9 The representations and warranties set out above shall be deemed repeated upon each Renewed Period.

5. PAYDAY Card TERMS AND CONDITIONS

Payday Cards shall be issued subject to such terms and conditions (not being inconsistent with the provisions of these T&C) as FH may determine from time to time.

6. PRICE AND PAYMENT

The fees payable by the Client for Payroll and Allied Services rendered by FH pursuant to these T&C are set forth in the Entity Enrolment Form and may be modified from time to time at the sole discretion of FH, by providing a thirty (30) day written notice to the Client.

7. LIABILITY AND REMEDIES

7.1 Other than as specifically set forth in these T&C, FH will not be liable for and the Client shall defend and indemnify and hold FH, affiliated entities, their officers, directors, employees or agents (each an "Indemnified Party") harmless from and against any and all losses, liabilities, damages, costs (including litigation costs) and expenses (including legal and other professional fees and expenses) awarded against, incurred, or paid or sought to be imposed upon an indemnified Party for any damage or loss (including liabilities, costs, and expenses) as a result of or in connection with any and all claims, demands, actions, or proceedings made or brought against an Indemnified Party by any third party (including any Cardholder/employee, courier service, any regulatory authority, or any financial institution or bank in which the Client or an employee maintains an account) as a result of or arising out of:

(a) any breach of any provision of the T&C's or contained in any other T&C's related hereto;

(b) distribution of the Cards and/or PINs;

(c) any failure by the Client to comply with any provision of applicable laws, regulations, rules or operating letters; and

(d) any action taken by FH in reliance upon or pursuant to any instructions, email or specific request of the Client, whether directly or through its Custodian, including the reversal of any electronic direct deposit to an employee's Payday Card maintained with FH or any other account maintained with another bank or financial institution, or the disbursement of any sums which FH is authorised to withhold;

7.2 The Client agrees to be liable for the terms of these T&C and for any and all amounts owing including dishonored cheques, debit cheques, FH fees and costs and all obligations of FH hereunder together with interest thereon at the rate of 2% per month, court costs, professional fees and costs incurred by attorney's, accountant's, expert's and witnesses and damages. The interest rate above may be modified from time to time at the sole discretion of FH;

7.3 Any email sent by the Client or the custodians shall be deemed and recognized as notice from the Client, true and accurate in its representation, and the Client shall indemnify FH for any actions taken or not taken in reliance thereon;

7.4 FH makes no representations or warranties except as expressly stated herein and implied representations or warranties are, hereby, specifically excluded. In no event, shall FH be liable for incidental or consequential damages even if FH has been advised of the possibility of such damages. In no event, shall FH's total liability to the Client or its employees pursuant to any claim arising out of or relating to these T&C or the transactions covered hereby (whether in contract or in tort) exceed the amount of the transaction on which such claim is based;

7.5 Each of the Parties shall ensure that none of the provisions of these T&C contravene the rights of any third party to whom it may have obligations, contractual or otherwise, in respect of which it shall be duly responsible;

7.6 Except as specifically provided herein, the remedies provided herein shall be cumulative and shall not preclude the assertion by the Client or by FH of any other rights or the seeking of any other remedies against the other, or its successors or assigns. Nothing contained herein shall preclude a Party from seeking equitable relief, where appropriate.

8. PERIOD AND TERMINATION

8.1 These T&C shall remain valid for a period of three (3) years ("Initial Period"). During the Initial Period, the Payroll and Allied Services shall not be terminated by the Client except for "Cause", meaning a material breach of any term of these T&C;

8.2 In the event of such a breach, the non-breaching Party shall give the breaching Party notice of the events constituting a breach and a thirty (30) days period to remedy such breach (the "Remedy Period"). If the breach is not remedied to the reasonable satisfaction of the non-breaching Party during the Remedy Period, termination shall be effective upon the expiration of the Remedy Period;

8.3 Following the expiry of the Initial Period, these T&C shall automatically renew and continue in force for a further period(s) of three (3) years ("Renewed Period") upon the same terms and conditions unless either Party provides written notice to the other Party of its intention not to renew the T&C no less than six (6) months prior to the expiry of the Initial Period or Renewed Period;

8.4 Not with standing Clause 8.1 and 8.3 above, FH shall have the right to terminate these T&C without cause at any time throughout the Initial Period or Renewed Period by giving the Client at least thirty (30) days written notice to that effect.

9. CONFIDENTIALITY

9.1 Both parties shall treat all information (except to the extent that such information is public knowledge or acquired from another source other than as a result of any breach of these T&C) as confidential. Neither Party shall disclose such information to any third party or use it for any purpose other than is necessary to perform its obligations under these T&C and the transactions contemplated herein;

9.2 The Client acknowledges and agrees that all information disclosed by FH to the Client, whether obtained by FH from a third-party, developed by FH or otherwise, shall be considered to be confidential information and the Client shall not disclose willingly or inadvertently to any other person without prior written consent of FH;

9.3 The obligations of each Party under this Clause shall survive the termination of these T&C.

10. GENERAL PROVISIONS

10.1 If a court of competent jurisdiction determines that any provision of these T&C is invalid or unenforceable, then such provision shall be interpreted to provide the maximum benefit permissible by law to the person entitled to the benefit thereof, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of these T&C, and all other provisions shall remain in full force and effect;

10.2 Neither these T&C nor any rights or obligations hereunder may be assigned, in whole or in part, by the

Client's Initials: _____

Client without the prior written consent of FH. FH may assign and/or transfer at any time these T&C or any of its rights and obligations, hereunder, or subcontract the same to any person or entity of its choice without the need of the Client's consent and the Client irrevocably agrees and undertakes to execute and perform all what is necessary to effectuate such assignment and/or transfer;

10.3 The Parties to these T&C are independent contractors and are not and shall not be construed as partners, employer/employee, or agent of the other and neither shall have the power to bind or obligate the other, except as set forth herein;

10.4 These T&C shall be governed and construed by the laws of the UAE, and exclusive jurisdiction shall be for the Civil Courts of the Emirate of Abu Dhabi;

10.5 These T&C and any schedules and annexures attached hereto constitute the entire T&C between the Parties hereto and the Parties acknowledge that they have not entered into these T&C in reliance wholly or partly on any statement or representation made to any of them by the other except as contained or referred to herein. No variation or addition to these T&C and no waiver of any provision shall be valid unless in writing and signed by authorised representatives of both parties.

11. NOTICES

Any notice sent to the addresses provided in the Entity Enrolment Form (if applicable) shall be deemed to have been received (a) if delivered personally, at the time of delivery; (b) in the case of mail, two (2) days after being deposited in the mail, with postage prepaid thereon, certified or registered mail, return receipt requested; or (c) if sent by facsimile, when the acknowledgement of receipt is received at the sending facsimile machine provided always that a hard copy is also sent by courier; (d) if sent by email, at the time it is sent at the proper email address provided for notices in the Entity Enrollment Form.

Client's Initials: _____