

DIRECTION TO PAY AGENT

1. To issue a NEW DIRECTION, complete sections 1 and 2. NOTE: A new direction to Pay will result in the cancellation of any prior direction to pay issued by the vendor.
2. To cancel an existing Direction to Pay without issuing a new Direction to Pay, complete sections 1 and 3.

**ALL FIELDS MUST BE TYPED IN CAPITAL LETTERS. THE FORM WILL NOT BE ACCEPTED IF HAND-WRITTEN.
EMAIL COMPLETED FORM TO ACCOUNTS.PAYABLE@LCBO.COM**

SECTION 1. VENDOR INFORMATION			
Legal Vendor Name (insert full legal name)			
LCBO Vendor Number			
Street No.	Street Name		Unit/Suite
City/Town	Province/State/Region		Postal/Zip Code
Country	Country Code - Area Code - Phone # - Ext.		Country Code - Area Code - Fax #

SECTION 2. AGENT INFORMATION <i>(complete and sign this section only if issuing a new Direction to Pay)</i>			
Agent Name (insert full legal name)			
LCBO Vendor Number			
Street No.	Street Name		Unit/Suite
City/Town	Province/State/Region		Postal/Zip Code
Country	Country Code - Area Code - Phone # - Ext.		Country Code - Area Code - Fax #
Effective Date (mm/dd/yyyy) / /			Canadian GST/HST Registration No.

The Vendor authorizes and directs the Liquor Control Board of Ontario (“**LCBO**”) to pay to the Agent, payments that become due to the Vendor from the LCBO after the later of (i) the Effective Date shown above, or (ii) the first business day after the date the LCBO receives this Direction (“**Payments**”), subject to the Terms and Conditions attached hereto. The Vendor and the Agent each accept the Terms and Conditions attached hereto.

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Authorized Signature of Vendor

Authorized Signature of Agent

Printed Name

Printed Name

Printed Title

Printed Title

SECTION 3. CANCELLING AN EXISTING DIRECTION <i>(complete and sign this section only if cancelling an existing Direction to Pay <u>without</u> issuing a new Direction to Pay)</i>	
Effective Date of Cancellation (mm/dd/yyyy) / /	LCBO Vendor Number
Agent Name (insert full legal name)	
Authorized Signature of Vendor	
Printed Name	Printed Title

This Direction is subject to the following terms and conditions:

1. The LCBO may rely on this Direction until such time as the LCBO receives written notice to the contrary signed by the Vendor. A notice given under this paragraph is not binding on the LCBO unless it is (i) delivered by postage-prepaid envelope or personal delivery to the LCBO at the following address: Financial Services, 100 Queens Quay East, 9th Floor, Toronto, Ontario M5E 0C7, or (ii) by e-mail to: **ACCOUNTS.PAYABLE@LCBO.COM**.
2. This document is not an assignment to the Agent of any Payments, does not give the Agent any rights in the Payments and does not affect the LCBO's right or the Vendor's right to amend or cancel this Direction without any requirement for notice to, or the consent of, the Agent.
3. The Vendor shall remain responsible for (i) performing all requirements under the purchase order(s) or other agreement(s) relating to the Payments, and (ii) for the payment of any amounts that at any time become payable by the Vendor to the LCBO for any reason.
4. The LCBO has no duty as to the application of the Payments received by the Agent. The receipt by the Agent of amounts paid by the LCBO pursuant to this Direction shall be a sufficient discharge to the LCBO for the sums paid.
5. In no event shall the Vendor have any recourse against the LCBO in respect of any amounts paid by the LCBO to the Agent pursuant to this Direction, including, without limitation, for amounts paid to the Agent that the Agent fails to pay to the Vendor.
6. The LCBO may at any time, in its sole discretion, cancel this Direction and resume making payments to the Vendor upon written notice to the Vendor.
7. The LCBO will not be liable to the Vendor or to the Agent if for any reason any Payment is paid by the LCBO to the Vendor instead of the Agent.
8. The vendor hereby cancels any direction previously given to the LCBO by the Vendor to pay the Payments to any other person.
9. The Vendor and the Agent each represent that the individual who has signed this Direction on its behalf is properly authorized to do so.