



DENMAN GROUP
DOMESTIC MONETARY MANAGEMENT

Denman Group Inc. Suite 140, 3510 29th Street NE, Calgary, Alberta T1Y 7E5
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DOMESTIC MONETARY MANAGEMENT AGREEMENT

**A statement of the Buyer's right to cancel this Agreement
appears in Section 5 of this Agreement.**

THIS AGREEMENT made in the

City of _____ in the Province/State of _____
as of the _____ day of _____, 200_____.

BETWEEN:

DENMAN GROUP INC., a corporation incorporated under the laws of the Province of Alberta (hereinafter "**Denman Group**") with an office located at 140, 3510 – 29 Street N.E., Calgary, Alberta, Canada T1Y 7E5, phone number: (403) 769-9096, fax number (403) 769-9099, and

represented by: _____

AND:

_____, an individual/company with an address at:

(hereinafter "**Client**")

WHEREAS:

- A. Denman Group is the provider of various domestic monetary management services;
- B. Denman Group has agreed to provide Client with the specific services set forth in Schedule "A" hereto on the terms and conditions provided for herein; and
- C. The parties have agreed to enter into this agreement to definitively set out the terms and conditions of their agreement and their respective rights and obligations in connection therewith.

NOW THEREFORE in consideration of the various representations, warranties, conditions, terms, provisions and undertakings set out in this agreement (the receipt and sufficiency of which consideration is hereby acknowledged by each of the parties), the parties hereby covenant and agree as follows:



1. Provision of Services

- a) During the Term (as defined in Section 2) and subject to the terms, provisions and conditions contained herein, Client engages Denman Group to perform those services set out in Schedule "A" (the "Services") in a competent, ethical, courteous, honest, co-operative and professional manner and Denman Group accepts such engagement. Client acknowledges that at any time, Denman Group may in its discretion, acting reasonably, revise, modify, vary, adapt or adjust any aspect of the Services, and Client is deemed to accept any such revision, modification, variation, adaptation or adjustment upon occurrence.
- b) Denman Group shall advise Client of all information required by Denman Group necessary to perform the Services (the "Information") and Client agrees, so long as the Information is in its control, to provide Denman Group with the Information forthwith upon request. If any Information is not made available to Denman Group for any reason whatsoever and Denman Group is consequently unable to deliver any Services, such non-delivery shall not be considered a breach of this agreement, Client shall not be entitled to retain any amount owing hereunder and Denman Group shall not be responsible for any resulting loss or damage suffered by Client.

2. Reporting

- a) In relation to the Services, Denman Group agrees to deliver monthly reports to Client within 21 business days of each month-end. The parties acknowledge that any delay in Denman Group's receipt of any necessary information from third parties, including banks, brokers and agents, may result in delays in report creation, particularly in the case of account setup, and that such delays do not constitute failure to deliver services on the part of Denman Group.
- b) Client acknowledges that Domestic Monetary Management reporting is prepared on a cash basis, not in accordance with Generally Accepted Accounting Principles (GAAP).

3. Term and Termination

- a) The term of this agreement will commence on _____ and expire on _____ unless extended or terminated pursuant to any other part of this agreement (the "Term"). If Client is not then in default of this agreement, Client may extend the Term or any prior extension thereof for an additional one-year period by delivering notice to Denman no later than 2 months prior to the expiry of the Term, on the same terms and conditions as provided herein. If Client does not so extend the Term, but continues to receive Services, this agreement shall continue month to month on the same terms and conditions as provided herein except that either party may terminate this agreement by notice, to be effective on the last day of the month after the month in which notice is delivered.
- b) It is hereby agreed that performance of the Services shall begin within 14 business days of the commencement of the Term.
- c) If either party defaults in the performance of any provision of this agreement and fails to remedy the default with reasonable promptness, and in any event within 15 days of delivery from the other party of notice of default, the non-defaulting party may terminate this agreement by and effective upon giving notice of termination to the other party.
- d) Denman Group agrees to provide Client with a one time option for early termination of this agreement on the following terms:
 - i. This option is in addition to the "Client Right to Cancel" specified in Section 5.
 - ii. If Client delivers to Denman Group written notice of termination on or before the date that is 90 days from the commencement date of this agreement, this agreement shall terminate on the date that is 90 days from the commencement date of this agreement.
 - iii. Client does not require any reason to give notice of termination during this period.
 - iv. Upon termination of contract, Client is obligated to pay for a minimum of three (3) months fees as designated herein, which obligation shall survive termination.
 - v. If this option is not exercised within the prescribed time limit it shall be forfeit and the Agreement shall continue in full force and effect until the expiry of the agreement.

4. Price and Payment Terms

The annual cost to Client for the Services before discounts or applicable taxes is \$ _____ CAD, payable in advance (the "Annual Fee"), or in monthly installments. If the Services are substantially and materially modified during the Term, a revised fee may be reasonably determined at the discretion of Denman Group and shall replace the Annual Fee.

Two payment options (Advance Payment or Monthly Installments) are available as detailed below. The preferred option should be initialed and the remaining option should be stroked out.



- a) _____ **ADVANCE PAYMENT:** If Client chooses to pay the Annual Fee in advance, Client will receive a 3 % discount of the Annual Fee before GST, making the payable amount \$_____CAD plus GST, for a total of \$_____CAD, which shall be due at signing in the form of a personal cheque or bank draft.
- b) _____ **MONTHLY INSTALLMENTS:** If Client chooses to pay the Annual Fee in monthly installments, an amount of \$_____CAD plus GST, for a total of \$_____CAD, shall be due at signing in the form of a personal cheque or bank draft, and each subsequent total monthly payment amount of \$_____CAD shall be due on or made payable for the____ day of each month of the Term beginning (date)_____ in one of the following forms:
- i. _____ **AUTO-WITHDRAWAL:** Direct debit of Client's financial institution.
(A "voided" cheque must be provided, along with completion of Denman Group's auto-withdrawal form.)
 - ii. _____ **POST-DATED:** By post-dated cheques.

5. "Buyer's Right to Cancel"

- a) You (Client) may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel.
- b) If you do not receive the Services by the date determined under paragraph 3 (b), you may cancel this contract . You lose that right if you accept delivery of Services after the specified period. There may be other grounds for extended cancellation. For more information, you may contact your provincial/state/territorial consumer affairs office.
- c) If you (Client) cancel this contract in accordance with agreed upon provisions stated within this contract, Denman Group will refund any money owing within 15 days of the notice of cancellation.
- d) To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.

6. Denman Group Obligation to Restore

- a) In the event of cancellation of this agreement under any provision contained herein or in the event of expiry and non-renewal of this Agreement, Denman Group shall be obligated to undertake any and all actions necessary to restore Client's monetary management circumstances to a status comparable to the day immediately preceding the commencement of the Term.
- b) Denman Group shall not be obligated to perform the function described in paragraph (a) if Client is in default of this agreement at the time of cancellation.

7. Confidentiality and Liability

- a) Denman Group shall during the Term and at all times thereafter keep confidential, and not use or exploit otherwise than as reasonably necessary to perform the Services, any information pertaining to the Client, excluding only such information as is in the public domain through no fault of Denman Group. All personal information supplied by the Client shall be returned to the Client when it is no longer required by Denman Group.
- b) Under no circumstances will Denman Group be liable to Client or any other person or entity for special, incidental, consequential, punitive, exemplary or indirect damages, loss of goodwill or business profits, work stoppage, data loss or any other commercial damage or loss. Client agrees to wholly indemnify and save harmless Denman Group and any other person associated or connected thereto from any claim, action, cause of action, cost, suit, or demand whatsoever resulting from any Client act or omission.

8. Centralized Payment Processing (optional)

If Client has retained Denman Group to ensure that Client's financial obligations are paid on a monthly basis, Client must select a method by which funds will be made available to Denman Group for this purpose. Client's financial obligations will not be paid until funds are made available by Client to Denman Group account by one of the two methods below (Client's Account Manager will determine if Centralized Payment Processing is applicable to Client, and ensure that any forms appropriate to the chosen payment method are completed during account setup). Selected options may be changed at any time by notice in writing to Denman Group.

- a) **DIRECT DEBIT:** Client will authorize Denman Group to directly debit the required amount from their financial institution. The amount of the preauthorized payment will be determined by Denman Group on a monthly basis and Client shall be advised in writing 10 days in advance. (A "voided" cheque must be provided, along with completion of Denman Group's auto-withdrawal form for this purpose.)
- b) **TRANSFER FUNDS:** Client will transfer funds directly to Denman Group bank account within 10 days of being notified of the amount required.

Client, at his or her sole discretion, may decide to pay more or less on any specific account than the amount advised by Denman Group. Any such decision must be communicated in writing to Denman Group. In the event that Client provides less funds than advised without specific distribution instructions then Denman Group shall disburse all available money in a manner determined solely by Denman Group. Denman Group shall not be responsible for any negative repercussions that may be caused by failure to pay any Client account, either wholly or partially, under these circumstances.

9. Schedules

Schedule A, attached to this agreement shall be construed with and as an integral part of this agreement to the same extent as if the same had been set forth verbatim herein.

10. Assignment

Client shall not assign this agreement without Denman Group's prior consent. This agreement shall enure to the benefit of any successor to Denman Group by merger, dissolution or otherwise, and may be assigned by Denman Group without the consent of Client. Subject to the foregoing, this agreement enures to the benefit of and binds the parties and their respective heirs, executors, administrators and successors and permitted assigns. It is the intention of the parties that Denman Group shall, in the event of client death or incapacitation, provide all necessary assistance and available information to Client's executors for efficient resolution of estate matters. In such cases, at the discretion of the executors and heirs, this Agreement may be terminated on 30 days written notice to Denman Group.

11. Severability

If any covenant or provision of this agreement is prohibited in whole or in part in any jurisdiction, such covenant or provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining covenants and provisions hereof and shall, as to such jurisdiction, be deemed to be severed from this agreement to the extent of such prohibition.

12. Entire Agreement

This agreement together with the agreements and other documents to be delivered pursuant hereto, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein and therein.

13. Applicable Law and Attornment

This agreement shall be interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable thereto. The parties agree that the courts of the Province of Alberta will have jurisdiction to determine all disputes and claims arising between the parties in respect of this agreement (and such other agreements, documents and instruments) and the matters contemplated hereby (and thereby) and each of the parties hereby irrevocably attorns to the jurisdiction of such courts.

14. No Partnership

Nothing in this agreement shall have the effect of constituting a partnership, joint venture or similar association or relationship between Denman Group and Client.

15. Counterparts

This agreement may be executed by the parties in separate counterparts (and by facsimile transmission) each of which when so executed and transmitted or delivered shall be an original, but all such counterparts shall together constitute one and the same agreement.

The parties have hereunto duly executed this agreement as of the date first written above.

DENMAN GROUP INC.

(Month/Date/Year - please print)

(Client Name - please print)

(X)

(Client Signature)

(Denman Group Representative - please print)

(Co-Client Name - please print) * optional

(X)

(X)

(Denman Group Representative Signature)

(Co-Client Signature) * optional

SCHEDULE "A"

Services

(PLEASE INDICATE SERVICE SELECTION WITH CHECKMARK AND CLIENT INITIALS)

Monitoring & Reporting (Client Initial **X** _____)

Assisting client's in analyzing their complete domestic financial picture by creating a comprehensive monthly report, including:

- o Executive Summary
- o Reporting statements for Net Worth, Income & Expenses, Cash Flow, Property and Assets, Insurance, Mortgages and Debt, and Investments
- o (Digital archiving of corresponding receipts)

Administrative Services (Client Initial **X** _____)

Centralized Payment Processing (Client Initial **X** _____)

- o Combining desired client expenses into one amount, enabling clients to make one payment per month to cover all expenses – and/or monitoring of expenses that are already pre-authorized by other financial institutions to ensure that processing is accurate. Term Deposits can also be setup in order to cover client expenses when traveling, working abroad, or out of contact for extended periods of time.

Asset, Insurance and Will Assistance (Client Initial **X** _____)

- o Coordination of appraisals and photographic cataloguing to make sure that all assets are properly included in insurance policies and wills
- o Assistance in comparing rates and brokers

Mortgage Assistance (Client Initial **X** _____)

- o Assisting clients in preparing documents for mortgage applications, comparing rates, and shopping for new lenders

Tax Receipt Assistance (Client Initial **X** _____)

- o Coordination of documents and receipts for tax professionals during audits or annual filings

Bank deposits (Client Initial **X** _____)

- o Performed on a predetermined schedule or upon request