

This Service Description is part of the Treasury Services Master Agreement (the "*Master Agreement*") currently in effect between you and BMO Bank N.A. ("*we*" or "*us*" and "*our*"). This Service Description is part of the Master Agreement and is subject to all of the terms and conditions contained in the Master Agreement. Any references herein to the Master Agreement shall be deemed to include the terms of this Service Description, including the User Guide and Set-up Form. Any capitalized terms not defined herein shall have the same meaning as set forth in the Master Agreement.

1. Services.

1.0 Services. This Service Description sets forth the terms and conditions under which we agree to make available to you the Online Banking for Business FX Internet Transactions Service (as may be renamed from time to time, the "Service") on the Online Banking for Business website (the "System"). You agree that its use of the Service shall be limited to foreign exchange spot and forward transactions (each, a "Transaction" and collectively, "Transactions") and shall be governed in accordance with and subject to, this Service Description, the Master Agreement and any applicable present or future Addenda, Amendments, User Manuals, Policy Statements and other agreements adopted hereby and/or incorporated herein by reference.

2. ACCESS AND SECURITY PROCEDURES.

2.0 Users. You shall authorize one or more of its individual employees ("Authorized Representatives") to access and use the Service on your behalf, subject to the provisions of this Service Description. You shall provide us with the name of each Authorized User and an operational email address for administrative communication. You shall also appoint one or more Service usage supervisors for the purposes of Section 2.5 (b) ("Security Administrators") (Authorized Representatives and Security Administrators shall collectively be referred to as "Users").

2.1 Location Restrictions.

(a) The Service is not directed to any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) the availability of the Service is prohibited. Persons in respect of whom such prohibitions apply must not access or use the Service.

(b) There are legal requirements in various countries which may restrict the information which we can lawfully provide to you. Accordingly, the information contained in some sections of the System may be provided for residents of certain countries only. Persons who receive the Services or who have access to it should inform themselves about and observe any restrictions imposed in the jurisdiction in which the System is accessed. You agree that it shall only access the System from the country where you maintain your principal place of business or such other location as we may agree upon in writing from time to time.

2.2 Identification Numbers. For the purposes of access to the System and usage of the Service, you will be assigned a unique Client identification number ("Client ID"). Users shall each receive separate and unique User identification numbers ("User Codes") and User passwords ("User Passwords"), which will electronically identify their status as an Authorized Representative or a Security Administrator and their authority with respect to the Service. Users shall change their individual passwords immediately upon logging on to the Service for the first time. You shall ensure that each User shall use only the authorized Client ID, User Code and User Password assigned by us each time a User accesses the Service on the System. Users may only access the System for the Service with so-called "Encryption Modules" (using a browser that supports 128 or 256 bit SSL encryption).

2.3 Updates; Changes. We reserve the right to adopt, amend, change or add set-up procedures and/or additional security procedures and Security Devices relating to the Service at any time, by prior written notice to you. We may from time to time, at its option, give you copies of Service "Manuals," "Policy Statements," "User Guides" and "FX Notices" and modifications, amendments and additions to such documents, relating to security, set-up or use of the Service, which shall be binding upon you following receipt, to the extent not inconsistent with this Service Description.

2.4 Confidentiality. You agree to safeguard the Client ID, User Codes and User Passwords, Encryption Modules and other Security Devices (as applicable) used in connection with the Service. You agree that such information will not be disclosed to anyone other than Users whom you reasonably believe need to know such information, and you agree to establish and follow appropriate internal policies to ensure such information will be treated as confidential among Users and other authorized employees and will not be disclosed to third parties or unauthorized employees. THIS SUBSECTION WILL SURVIVE TERMINATION OF THIS SERVICE DESCRIPTION AND THE MASTER AGREEMENT.

2.5 Your Responsibilities.

(a) You acknowledge and agree that you are responsible for: (i) implementing of all Service security and set-up procedures; (ii) controlling access to and proper use of all security codes and any Security Devices; and (iii) ensuring that Client ID, User Codes and User Passwords, Encryption Modules and Security Devices (as applicable) are only used by Users for authorized Service purposes.

(b) We will deliver all Manuals, Policy Statements, documents and correspondence regarding Service set-up and security procedures only to the individual who has been designated by you as the Security Administrator. You agree to give us prompt written notice of any change of Security Administrator. We shall be entitled to act upon the security instructions of any person previously designated as Security Administrator until we have received written notice of a change and has acknowledged such change in writing.

(c) You will notify us immediately of any changes in Authorized Representatives (including any Authorized Representatives who cease to be employees or otherwise become unauthorized) or the authorized level of access for any Authorized Representatives. We shall be entitled to act upon the Instructions of any person previously designated as an Authorized Representative until we have received written notice of a change and has acknowledged such change in writing.

(d) You agree to notify us immediately if it becomes aware of or have any reason to believe that an unauthorized use of the Service or unauthorized or improper use or disclosure of the Client ID, User Code, User Password, Encryption Modules have occurred or may occur. Notwithstanding such notice, any Transaction entered into with us on your behalf through the Service will be binding on you, and you will be required to pay us the amount due and owing as a result of such Transaction, whether or not it has been authorized by you and regardless of the actual identity of the sender thereof. We will not be responsible for the unauthorized use of the Service or Encryption Modules, Client ID, User Codes and User Passwords and Security Devices (as applicable). THIS SUBSECTION WILL SURVIVE TERMINATION OF THIS SERVICE DESCRIPTION AND THE MASTER AGREEMENT.

(e) You will be responsible for obtaining and maintaining at its own expense all of the hardware, software, and communication devices or services that are necessary for use of the Service.

(f) You acknowledge that we may use the services, software, hardware or equipment of any third party organization, agent or subcontractor to provide or facilitate all or any portion of the Service (or portions of the underlying software utilized for non-Internet purposes), including, without limitation, a help desk service to you, and agree that we may disclose to any such third party vendor, licensor, help desk service provider or other organization or agent any information regarding you necessary to provide service or support you. The Service may, at our option, be implemented on a website that has its situs in the United States or Canada, which website may be owned, hosted or controlled by us, an affiliate of us or a third party selected by us and which website may also be used for “cash management” or other services provided by us or any of our affiliate that are unrelated to Transactions, with or without separate initial screens exclusively relating to the Service. Third party links initiated to the System by you to are not permitted without our prior written consent.

(g) You acknowledge and agree that the Service can only be used in connection with and for commercial business transactions and that you will prevent Users from using the Service for any personal and/or consumer purposes.

(h) You acknowledge and agree that the Service does not include, and cannot be used for, any “cash management” services.

(i) You acknowledge and agree that it cannot utilize the Service until we first establishes an account relationship with you, and such other credit restrictions, limitations, arrangements and agreements, in amounts and pursuant to terms and conditions, as we may require, in its absolute discretion.

3. TRANSACTIONS.

3.0 Transactions Binding.

(a) You may use the Service to submit offers to us (“Instructions”) to enter into Transactions. An Instruction entered by you constitutes an offer to enter into a Transaction between both of us and may be executed or rejected by us at our own discretion. Each Transaction will be binding on us only after our acceptance of such Transaction and the issuance of a Transaction ID number through the System, regardless of whether such Transaction was entered into, or such quote accepted by you, without proper authorization, if the Client ID, User Code and User Password and Encryption Modules (and/or any Security Device, if applicable) were used. You are wholly responsible for all data and Instructions entered on the System and we have no obligation to verify such data or Instructions. We shall be held harmless and have no liability for any failure or delay in acting on or failure to act on any Instructions. Both of us acknowledge and agree that failure to confirm or reject Instructions shall not be considered a default under the terms of this Service Description.

(b) You shall not be allowed to rescind, amend or alter the terms of any Transaction unless we, in our sole discretion, agree to such rescission, amendment or alteration in writing; provided, however, that we shall not be obligated to agree to any such rescission, amendment or alteration.

(c) You acknowledge that should manifest quoting and/or execution errors occur on our part, which may include, but are not limited to, a mistype of a quote, a quote or trade that is manifestly not representative of the then prevailing market prices and/or a manifestly erroneous price quote, we will not be liable for the resulting errors. Any dispute arising from such quoting or execution errors may be resolved by us in our sole and absolute discretion. For greater certainty, a Transaction shall not bind us if the price or terms of the Transaction contain a manifest error. In such event, the Transaction shall, at our option, become void.

3.1 Confirmations. The terms of each Transaction will be set forth in the “Trade Details” page on the System (the “Confirmation”) following acceptance of a Transaction. Such Confirmation shall constitute a final, conclusive and binding agreement between both of us reflecting the terms of the relevant Transaction (absent manifest error). Such Confirmation shall constitute a “Confirmation” within the meaning of any applicable ISDA Master Agreement (as defined below). Notwithstanding the foregoing, a Transaction will not be invalidated based on any failure resulted from our action to provide a Confirmation on the System, including as a result of any computer or communications malfunction. If a Confirmation is not presented, for any reason, our electronic or other written records with respect to that Transaction will constitute conclusive evidence of the terms of the Transaction. You shall notify us immediately if a Confirmation is not presented for any reason, in which event we shall use reasonable efforts to provide you (through the Service or otherwise) with a Confirmation setting out the terms of the Transaction.

3.2 Single Agreement. Each Transaction entered into by you using the Service will be governed by this Service Description. If we are parties to an ISDA Master Agreement or any other master agreement governing foreign currency transactions (a “ISDA Master Agreement”), each Transaction shall also be governed by and subject to any applicable ISDA Master Agreement in addition to this Service Description. If we are not parties to an ISDA Master Agreement and have elected to enter into an ISDA March 2013 DF Protocol Master Agreement (as defined in the ISDA March 2013 DF Protocol Agreement) (the “Deemed ISDA Agreement”), each Transaction shall be governed by and subject to any applicable Deemed ISDA Agreement in addition to this Service Description. If we are not parties to an ISDA Master Agreement or Deemed ISDA Agreement, we shall be deemed to have entered into an agreement in the form of the ISDA Form (but without any Schedule except for the election of the laws of the State of New York as the governing law and U.S. Dollars as the Termination Currency) (the “ISDA Form Agreement”), as if we had executed such ISDA Form Agreement in such form as of the relevant trade dates.

The terms of each Transaction set out in the related Confirmation are incorporated into this Service Description and, if applicable, any ISDA Master Agreement, and form a part of this Service Description and any applicable master agreement. This Service Description, any applicable ISDA Master Agreement and the terms of each Transaction together constitute a single agreement between both of us. In the event of any conflict between the terms of this Service Description and the terms of an applicable ISDA Master Agreement, the terms of such ISDA Master Agreement shall prevail, except that (a) the terms of this Service Description shall prevail to the extent they govern or apply to the execution, confirmation, verification or authentication of any Transaction entered into using the Service and (b) the settlement account instructions provided by us or you in respect of any Transaction shall prevail with respect to such Transaction. In the event of any inconsistency between the terms of this Service Description and the terms of a Confirmation, the terms of this Service Agreement and our internal records (by database or otherwise) will prevail, including in any legal proceedings or disputes. You hereby acknowledge having knowledge of the provisions of any applicable ISDA Master Agreement.

3.3 Transaction Information. The Transaction and other information that is displayed on the System or otherwise furnished to you (which may in part be obtained from third parties) is periodically updated, verified and corrected by

us and is intended to be for your reference purposes only. Accordingly, we shall not be responsible for your reliance on any information that is inaccurate, incomplete or not current, although we will endeavor to make all updates and corrections as soon as practicable. Certain FX market information provided on the System has been independently obtained from third party sources. We do not guarantee the timeliness, sequence, accuracy or completeness or fitness for a particular purpose of any market information (even if originated by us) provided on the System. You acknowledge that neither we nor the providers of such information are providing and recommending, as to a Transaction, any legal, investment or tax advice or recommendation. We may offer the Service in any currencies that it deems appropriate, by System notice to you, which may be changed from time to time, in our absolute discretion.

4. SETTLEMENT; FEES AND COSTS.

4.0 Settlement.

(a) Each Transaction shall be settled in accordance with customary market practice and the terms of any ISDA Master Agreement between us. You shall make each payment or delivery required pursuant to the terms of the Transaction in the currency, in the amount, on the date and in accordance with the settlement instructions for such Transaction. Unless otherwise provided in any ISDA Master Agreement between us, if on any date amounts would otherwise be payable in the same currency by each party to the other, then, on such date, our obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by whom the larger aggregate amount would have been payable to pay the other party the excess of the larger aggregate amount over the smaller aggregate amount. Unless otherwise agreed by us, a net amount will be determined in respect of all amounts payable on the same date in the same currency in respect of two or more Transactions.

(c) If you select a value date for the settlement of a Transaction and that date is not a Business Day, the value date for the Transaction will be the first day following the value date that you selected that is a Business Day. "Business Day" means a day on which banks and FX markets settle payments in the same currency as the payment obligation that is payable on that date, in the principal financial center of the currency.

4.1 Third Party Payments. You may instruct us to make payments (with the proceeds of a Transaction) to third party recipients ("FX Third Party Payments") by following the appropriate prompts on the System. Such FX Third Party Payment instructions shall be irrevocable and binding on you, and we shall be entitled to rely upon such instructions, regardless of whether such instructions were issued without proper authorization, if the Client ID, User Code and User Password, Encryption Modules (and/or any Security Device, if applicable) were used. You will be responsible for the contents of the FX Third Party Payment instructions given to us, and we shall not be responsible for errors in any such instructions. We may decline or delay acting on any such payment instructions for any reason including, without limitation, if such instructions are incomplete, ambiguous or cannot be carried out due to insufficient funds or otherwise, or if we, in our absolute discretion, doubts the authenticity or lawfulness of such instructions.

4.2 Fees. You acknowledge and agree the price or rate charged by us in respect of any Transaction in connection with the Service, may include a spread or other fees or commission. We also reserve the right to charge

Service fees based on number of Users, number of Transactions and/or periodic flat fees in addition to other FX fees (including, without limitation, foreign exchange wire transfer fees), if any, charged to you, and to amend, add or change such Service fees at any time, upon prior written notice to you.

5. SERVICE.

5.0 Service Interruption; Telephone Option. Your access to the Service will be available during regular business hours as determined and published from time to time by us. If the Service becomes temporarily disabled or is otherwise unavailable for use by you for any period of time (including at our discretion, with or without cause or prior notice), we will have no liability to you for such interruption. You acknowledge and agree that we may require (by System, phone or facsimile notice) any or all proposed Transactions to be consummated exclusively by direct telephone between us, for any period of time, even if no service interruption on the System then exists. We may also require, at its option, that any or all actual Transactions be confirmed by telephone, regardless of, and in addition to, the confirmation requirements of section 3.

5.1 Suspension and Amendment of Services. We may change, suspend, terminate or discontinue any aspect of the Service at any time, including the availability of the Service or any information, features or functions accessible by means of the System, without notice to you. We may also impose limits on certain features, functions or services or restrict access to parts or all of the Service without notice or liability. We may make changes to the Service and

related materials and documents posted on the System at any time without prior notice.

5.2 Termination of Suspension of Users. We reserve the right to suspend or terminate the access of any Users at any time without notice, in our sole discretion. No such suspension or termination shall affect in any way any Transaction completed by such User prior to such suspension or termination.

6. REPRESENTATION AND WARRANTIES.

6.0 Your Representations and Warranties. You represent and warrants as of the date of this Service Description and as of the date of each Transaction that: (i) have the power and authority to enter into this Service Description (and will deliver certified resolutions to such effect at our request) and the Transaction; (ii) this Service Description and the Transaction is binding upon and enforceable against you in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency or similar laws affecting creditors' rights generally and applicable principles of equity); (iii) are acting as principal under this Service Description and the Transaction; (iv) have made your own independent decision to enter into the Transaction and as to whether the Transaction is appropriate for it, based upon your own judgment and advice from such advisors as it has deemed necessary; (v) are not relying on any communication (written or oral) from us as investment advice or as a recommendation to enter into the Transaction; (vi) have not received from us any assurance or guarantee as to the expected results of the Transaction; (vii) are capable of evaluating and understanding, and understands and accepts, the terms, conditions and risks of the Transaction; (viii) we are not acting as a fiduciary or an advisor for it in respect of the Transaction;

(ix) your performance pursuant to this Service Description and each Transaction does not and will not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; (x) are a commercial user of or merchant handling, foreign currency, and it is exposed to foreign currency risks in your business and the Transaction is related to such activities, and you are entering into the Transaction for the purposes of managing your borrowings or investments, hedging your underlying assets or liabilities or in connection with a line of business, and not for purposes of speculation; (xi) are an "eligible contract participant" as defined in the U.S. Commodity Exchange Act, as amended.

7. TERM AND TERMINATION; DEFAULT.

7.0 Termination and Suspension.

(a) This Service Description shall become effective on the Effective Date and shall remain in force until terminated in accordance herewith. This Service Description may be terminated by you at any time by giving at least 20 days' prior written notice to us in accordance with Section 10.0. This Service Description may be terminated by us at any time upon prior written notice to you in accordance with Section 10.0.

(b) Upon termination of this Service Description: (a) You will return any copies or electronic embodiments of Intellectual Property (and other documents, Manuals and materials related to the Service); and (b) You will cause all Users to immediately cease accessing the System and using the Service. Termination of this Service Description by either of us will not affect any outstanding Transactions and the provisions of the Service Description will continue to apply until all of your obligations with respect to such Transactions have been fully performed.

7.1 Your Default. Notwithstanding Section 7.0, in the event of (a) your default in the performance of payment, delivery or other obligations to us under this Service Description or any other applicable agreement or instrument, (b) your insolvency (howsoever evidenced), (c) general assignment, arrangement or composition by you for the benefit of creditors, (d) appointment of a receiver or custodian over all or any part of your property, assets or revenues, (e) or the institution by or against you of bankruptcy, reorganization, winding-up, dissolution or similar proceedings, we shall have the right, without prejudice to any other rights or remedies it may have at law or otherwise, including pursuant to any ISDA Master Agreement, without prior notice, (x) to terminate this Service Description and any or all Transactions outstanding hereunder, and (y) set-off any such amounts owing by you to us under this Service Description or any Transaction against any amount owing by us or our affiliates and subsidiaries to you, whether or not the amount that is owed to you arises under this Service Description, under a Transaction or otherwise, to the extent permitted by applicable law. You agree to reimburse us for any and all losses, costs and other expenses incurred by us as a result of such termination or your default. Further, and notwithstanding Section 7.0, we may terminate this Service Description immediately upon notice to you if in our good faith opinion your financial condition has become impaired.

8. INTELLECTUAL PROPERTY.

8.0 Intellectual Property.

(a) All materials on or utilized in connection with, the System and Service are our proprietary and our affiliates or licensors. Except as expressly permitted under this Service Description, no material on the System may be copied, modified, reproduced, publicly displayed, posted, downloaded, reused, transmitted, used to create derivative works or distributed in any printed or electronic medium of expression without our prior written permission, our affiliates or licensors, as the case may be.

(b) "Copyrights" in the pages, screens, texts and images appearing on the System, and the trademarks, logos, slogans and service marks (collectively "Marks") used, displayed, and found on the System, are registered and unregistered Copyrights and Marks of Bank of Montreal Group of Companies, (i.e. Bank of Montreal and each of its subsidiaries, holding companies, affiliates and/or joint venture partners) and/or other third parties, except as otherwise indicated. You are not permitted to use, directly or indirectly, these Copyrights and Marks, regardless of whether registered, without the prior written consent of the owner of such Copyright or Mark. Nothing in this Service Description grants a license or right to use, by implication, by estoppel or otherwise, any Copyright or Mark, without the prior written consent of its owner.

(c) You acknowledge and agree that the Security Devices, security procedures, Copyrights, Marks and other related intellectual property (collectively, "Intellectual Property," which may also include software and databases) utilized to provide the Service are proprietary to and owned by (or under third party license to) us and/or our affiliates. You will treat all such Intellectual Property (including software and databases, but not the Marks and certain portions of Copyrights) as secret and confidential; will cause your employees having access to such Intellectual Property to maintain such secrecy and confidentiality; will not copy or reproduce such Intellectual Property and will return any copies or electronic embodiments of Intellectual Property (and other documents, Manuals and materials related to the Service) to us upon termination of this Service Description. You acknowledge that we make no warranties, express or implied, regarding the validity, enforceability, registration or registrability of any of the Intellectual Property. All additions, inurements and improvements to the Intellectual Property, regardless of whether created by us or you (if any), shall automatically become our exclusive property without further action of the parties. You further acknowledge and agree that it can only use the Intellectual Property for purposes of the Service on the System and for no other purpose. You further agree that it shall not: (i) transfer or authorize the transfer of copies of the Intellectual Property; and (ii) attempt to disassemble or reverse engineer any of the Intellectual Property. You acknowledge and agree that the Intellectual Property constitutes our and our affiliates and/or licensors valuable property and that ownership rights therein shall remain with us, our affiliates and/or licensors. THIS SUBSECTION WILL SURVIVE TERMINATION OF THIS SERVICE DESCRIPTION AND THE MASTER AGREEMENT.

9. LIMITATION OF LIABILITY; INDEMNITY.

9.0 LIMITATION OF LIABILITY.

(a) NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS SERVICE DESCRIPTION, WE WILL ONLY BE LIABLE TO YOU UNDER THIS SERVICE DESCRIPTION AS SET FORTH HEREIN. EXCEPT AS OTHERWISE EXPRESSLY REQUIRED BY APPLICABLE LAW, WE WILL HAVE NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY MATTER PERTAINING TO THE SERVICE. IN NO EVENT SHALL WE OR OUR AFFILIATES, SUPPLIERS OR THIRD PARTIES MENTIONED HEREIN OR ON THE SYSTEM BE LIABLE TO YOU OR ANY OTHER PERSON IN ANY WAY EXCEPT FOR DIRECT DAMAGES ATTRIBUTABLE TO OUR GROSS NEGLIGENCE OR WILFUL MISCONDUCT. IN NO EVENT SHALL WE OR OUR AFFILIATES, SUPPLIERS OR OTHER THIRD PARTIES MENTIONED HEREIN OR ON THE SYSTEM MAY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS OR REVENUE, OR LOSS OF OR DAMAGE TO RECORDS OR DATA, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SYSTEM OR MATERIALS ON THE SYSTEM OR OTHER WEBSITES LINKED TO THE SYSTEM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SUBSECTION WILL SURVIVE TERMINATION OF THIS SERVICE DESCRIPTION AND THE MASTER AGREEMENT.

(b) THE SYSTEM MAY BE LINKED TO OTHER WEBSITES THAT ARE NOT MAINTAINED OR CONTROLLED BY US. WE ARE NOT RESPONSIBLE FOR THE CONTENTS OF SUCH OTHER WEBSITES AND WE PROVIDE LINKS TO SUCH WEBSITES ONLY AS A CONVENIENCE. WE DOES NOT ENDORSE, CONTROL OR PROVIDE ANY WARRANTY FOR THIRD PARTY WEBSITES LINKED TO THE SYSTEM. IF YOU ACCESSES A LINK TO ANOTHER WEBSITE, YOU DO SO AT ITS OWN RISK.

(c) (I) YOU AGREE TO TAKE ALL NECESSARY PRECAUTIONS TO ENSURE THAT WHATEVER SOFTWARE, THIRD PARTY WEBSITES AND RELATED MATERIALS THAT YOU USE IN CONNECTION WITH THE SERVICE, IS FREE OF SO-CALLED VIRUSES, WORMS, TROJAN HORSE AND OTHER MALWARE OR SIMILAR PROBLEMS; (II) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SERVICE DESCRIPTION, BECAUSE ALL MATERIAL FOUND ON THE SYSTEM IS PROVIDED "AS IS" AND BECAUSE OF INHERENT

INTERNET USAGE RISKS OF THIRD PARTY INTERCEPTION, COPYING OR USE OF DATA AND INFORMATION TRANSMITTED TO OR RECEIVED BY YOU ON THE SYSTEM (COLLECTIVELY, SO CALLED "HACKER INTERCEPTION"), WE SHALL HAVE NO LIABILITY TO YOU FOR DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES ARISING FROM HACKER INTERCEPTION UNDER ANY CIRCUMSTANCES, EVEN IF YOU HAVE FULLY COMPLIED WITH ALL APPLICABLE SECURITY AND SET-UP PROVISIONS HEREOF; (III) HACKER INTERCEPTION SHALL ALSO INCLUDE UNAUTHORIZED THIRD PARTY CREATION OF A SO-CALLED PHANTOM WEBSITE (THAT APPEARS TO BE, BUT IS NOT, THE TRUE WEBSITE) OR THE INTERCEPTION OR REROUTING OF INTERNET TRANSMISSIONS FROM OR TO YOU, AS A RESULT OF THIRD PARTY INTERFERENCE WITH THE ROUTING AND/OR DIRECTORY SOFTWARE USED BY THE INTERNET OR OTHERWISE.

(d) YOU ACKNOWLEDGE AND AGREE THAT BECAUSE THE INTERNET IS NOT OWNED OR CONTROLLED BY A SINGLE ENTITY, AND FOR OTHER REASONS, WE DO NOT WARRANT THAT YOUR PRIVACY AND CONFIDENTIALITY CAN BE MAINTAINED AT ANY PARTICULAR TIME OR THAT YOU CAN ACCESS THE SYSTEM AT ANY PARTICULAR TIME. YOU FURTHER ACKNOWLEDGES AND AGREES THAT IT WILL USE AND ACCESS THE SYSTEM AT ITS OWN RISK REGARDING THE ACCURACY, TIMELINESS AND CONFIDENTIALITY OF ALL INFORMATION ON THE SYSTEM.

9.1 INDEMNITY. YOU HEREBY AGREE TO HOLD HARMLESS AND TO INDEMNIFY US, OUR AFFILIATES, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FOR ANY LOSS, COST, LIABILITY, CLAIM, DAMAGE OR EXPENSE (INCLUDING LEGAL AND ACCOUNTING FEES) INCURRED, DIRECTLY OR INDIRECTLY, BY US AS A RESULT OF

(I) YOUR BREACH OF ANY COVENANT, OBLIGATION, REPRESENTATION OR WARRANTY UNDER THIS SERVICE DESCRIPTION (INCLUDING, WITHOUT LIMITATION, UNAUTHORIZED USE OF THE SERVICE OR CLIENT ID, USER CODES AND USER PASSWORDS OR SECURITY DEVICES (AS APPLICABLE) AND ENCRYPTION MODULES) AND RELATED DOCUMENTS AND MATERIALS, ANY TRANSACTION, OR ANY MASTER AGREEMENT; (II) YOUR ACTS OR OMISSIONS (OR USERS AND EMPLOYEES) IN THE USE AND IMPLEMENTATION OF THE SERVICE; OR (III) PROVIDING THE SYSTEM AND SERVICE, EXCEPT IN CASES OF OUR OWN NEGLIGENCE OR WILFUL MISCONDUCT. THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

9.2 DISCLAIMER OF WARRANTIES. THE SYSTEM, SERVICE AND CONTENT ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING (1) THE CURRENCY, ACCURACY OR COMPLETENESS OF ANY INFORMATION AVAILABLE BY MEANS OF THE SYSTEM OR SERVICE, INCLUDING PRICES; (2) THE RESULTS TO BE OBTAINED BY YOU OR ANYONE ELSE FROM THE USE OF THE SERVICE; AND (3) ANY INFORMATION PROVIDED BY THIRD PARTIES AND ACCESSIBLE ON OR THROUGH THE SYSTEM OR SERVICE. WE REPRESENT, WARRANT AND COVENANT THAT, TO OUR KNOWLEDGE, WE OWNS AND/OR OTHERWISE HAVE THE RIGHT TO LICENSE THE USE OF THE SYSTEM AND SERVICE AND ANY THIRD-PARTY SOFTWARE TO YOU. EXCEPT TO THE EXTENT AS SET FORTH ABOVE OR OTHERWISE REQUIRED BY APPLICABLE LAW, WE (1) DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (2) DO NOT WARRANT THAT THE SYSTEM OR SERVICE OR CONTENT THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THE SERVICE DESCRIPTION, NO PROVISION OF MARKETING OR SALES MATERIALS AND NO STATEMENT MADE BY ANY SALES REPRESENTATIVE IN CONNECTION WITH THE SERVICE OR THIS SERVICE DESCRIPTION SHALL CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

10. NOTICES.

10.0 Notices and Communications. Any written notice or other communication required or permitted to be given under this Service Description (which us, at our own option, may give electronically on the System), will be delivered in person or by courier or sent by facsimile:

(a) if to us, addressed to:

BMO Bank N.A.

c/o Bank of Montreal 1 First Canadian Place

100 King Street West, 3rd Floor Podium Toronto, Ontario M5X 1A1

Canada

Attention: Foreign Exchange Dept.

FAX: 416-867-7615

Email: BMO.CONFIRMATIONS@BMO.COM

With respect to Transactions:

FX/MM Operations

800 Rue De La Gauchetière Ouest, Suite 5600 Montreal, Québec H5A 1K8

Canada

Attention: Manager, FX Operations Facsimile: (514) 877-2223

Telephone: (514) 877-2203/1245

(b) if to you, as stipulated on signature page, unless another address or number is substituted by notice delivered or sent as provided in this Section.

Such notice or communication, if given by us to you, will be deemed to be received on the date it is delivered, if delivered in person or by courier, or on the date when transmission is confirmed by our facsimile machine, if sent by facsimile. Notices or communications given by you to us will be deemed to be received when acknowledged in writing by us.

11. MISCELLANEOUS.

11.0 Assignment. This Service Description shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. You may not assign its interests in and obligations under this Service Description or any Transactions entered into hereunder, directly, indirectly or by operation of law, without our prior written consent.

11.1 Amendments. No amendment, modification or waiver of this Service Description or any provision hereof will be effective unless in writing and executed by each of the parties, except as displayed on the System screen and/or as instituted by us, in our sole discretion. We may institute such amendment at any time by posting or displaying such amendment on the System for a minimum of 30 days prior to the effective date of the amendment. Your use of the Service after we post an amendment means that you agree to and accept such amendment. If you do not agree to an amendment, you must immediately stop using the Service. You waive any claim that may result from us amending the Service Description in this manner.

11.2 Governing law; Submission to Jurisdiction. This Service Description will be governed by and construed in accordance with New York Law. The parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the State of New York.

11.3 WAIVER OF JURY TRIAL. EACH PARTY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS SERVICE DESCRIPTION OR ANY TRANSACTION, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

11.4 No Waiver. Our failure or delay in exercising any right or remedy under this Service Description will not operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy under this Service Description will preclude any additional or further exercise of such right or remedy or the exercise of any other right. No waiver by us of any breach of this Service Description will operate as a waiver of any prior, current or subsequent breach. No waiver of any breach, right or remedy will be effective unless made in writing.

11.5 Remedies Cumulative. The rights and remedies provided in this Service Description are cumulative and not exclusive of any rights and remedies provided by law.

11.6 Taxes. Any and all taxes, levies, imposts, duties and other assessments, including, without limitation, any withholding taxes, imposed by any foreign or domestic governmental or other taxing authority with respect to the Service and/or any Transaction (collectively "Taxes") will be borne by you and deducted from your account or from any payment to be made by us to you with respect to such Transactions, to the extent permitted by applicable law. You agree to furnish us with all information requested by us to enable it to determine whether any Taxes may or may not be applicable to each Transaction.

11.7 Headings and Severability. The headings included herein shall not be used to interpret the text of the Section

in which they appear. If a provision of this Service Description is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Service Description will not be affected or impaired thereby.