

This Service Description is part of the Treasury Services Master Agreement (or Global Treasury Management Services Master Agreement, as applicable) (the “*Master Agreement*”) currently in effect between you and BMO Bank N.A. (“*Bank*”). 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 any 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.

We will make available to you our online bill payment services (the “*Service*”) through the BMO Online Banking for Business service (“*OLBB*”) on our OLBB Website. The Service allows you to pay bills either on an automatic, recurring basis or periodically as you request. By using the Service, you are requesting that we make payments for you from your Bill Payment Account(s) (defined below) in accordance with the terms of this Service Description. In order to utilize the Service, you must also sign up for the OLBB service and complete the applicable Service Documentation and setup process and we must agree to provide that service to you. Your use of the Service through OLBB is also subject to the terms and conditions of the Service Documentation for that service.

## 2. Description and Terms of Service.

(a) Certain Definitions. Certain capitalized terms used in this Service Description and not otherwise defined are defined as follows:

(i) “*Bill Payment*” means a payment sent to designated Billers through the Service based upon your instructions provided to us.

(ii) “*Bill Payment Account*” means an Account you have designated for us to debit with respect to a payment made using the Service.

(iii) “*Biller*” is the person or entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

(iv) “*Billing Account*” is your account with your Biller.

(v) “*Due Date*” is the date reflected on your statement for which the payment is due. It is not the late payment date or grace period.

(vi) “*Expedited Payment*” means a One-Time Payment that we process on an expedited schedule.

(vii) “*One-Time Payment*” means a single Scheduled Payment to a Biller in the amount designated by you.

(viii) “*Payment Instruction*” is the information provided by you to us for a Bill Payment to be made to the Biller (such as, but not limited to, Biller name, Billing Account number, and Scheduled Payment Date).

(ix) “*Recurring Payment*” means Scheduled Payments of a fixed amount designated by you to a Biller designated by you made on a regular time interval or payments of varying amounts made upon receipt of an electronic bill.

(x) “*Scheduled Payment*” means a payment that has been scheduled through the Service but has not begun processing.

(xi) “*Scheduled Payment Date*” is the day you want your Biller to receive your payment and is also the day your Bill Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

(xii) “*Security Credentials*” mean the information we use to identify you when accessing your Account(s) and OLBB and may include Security Devices, Account numbers, PINs, Card numbers, User IDs, User Passwords, Customer IDs, Customer Passwords and challenge questions and answers. Security Credentials may be assigned to you by us or selected by you, as may be updated from time to time.

(b) Payment Scheduling. You may schedule two (2) types of Scheduled Payments to your Billers: One-Time Payments or Recurring Payments. The earliest possible Scheduled Payment Date for each Biller will be designated within the Service when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date earlier than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement. However, if the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. The cut-off time for Payment Instructions is provided within the Service. Payment Instructions received after the cut-off time on a Business Day or on a non-Business Day will be processed the next Business Day.

(c) Payment Methods. Payments will be made by ACH, paper check, or any other method chosen by us (each a “*Payment Method*” and collectively as “*Payment Methods*”). You agree that we have the sole right to select the Payment Method for each Bill Payment. Your payment confirmation will list the Payment Method for each Bill Payment. If a check is used as the Payment Method, a check number will be included in your payment confirmation.

(d) Limitations on Payments. The current maximum amount of any single Bill Payment is \$100,000 and the aggregate maximum total amount of all Bill Payments processed on any Business Day is \$250,000. If a transaction would exceed these amounts, a notice will be separately displayed at the time you submit your Payment Instruction. There are no minimum amounts which apply to a Bill Payment. These limits are subject to change from time to time.

(e) Prohibited Payments. You may only make payments to Billers within the United States. You agree not to use the Service to pay tax payments, payments made pursuant to court orders, fines, payments for gambling debts, or payments otherwise prohibited by law. In no event will we be liable for any claims or damages resulting from you scheduling these types of payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted, or misdirected payments will be solely your responsibility and not our responsibility.

(f) Payment Cancellation Requests; Stop Payment Requests. Except as otherwise provided in this Service Description, you may cancel or edit any Scheduled Payment (including Recurring Payments) by following the directions within the Service. Once we have begun processing a Scheduled Payment, it cannot be cancelled or edited online through the Service. To stop a Scheduled Payment that has been, or is being, processed, you must submit a stop payment request to us. We must have a reasonable opportunity to act on any stop payment request. Your ability to stop payment of a Scheduled Payment that has been, or is being, processed will depend on the Payment Method. If the Payment Method is a paper check, you may request a stop payment of the check in accordance with the Service Documentation for OLBB and your Account Agreement. For all other Payment Methods, although we will make every effort to accommodate your stop payment request, we are not liable to you for failing to do so. You may be required to present your stop payment request in writing within fourteen (14) days.

(g) Failed Bill Payments. We may be unable to process a Scheduled Payment for a number of reasons, including the following:

- (i) you provide us with erroneous or incomplete information that prevents us from making accurate and timely payment;
- (ii) we suspect the Scheduled Payment of being fraudulent or otherwise unauthorized; or
- (iii) we suspect that the Biller is a blocked entity under Office of Foreign Assets Control Sanctions.

We will notify you of each Scheduled Payment that is not processed because of any of the reasons described above. If we are unable to process a Scheduled Payment for any reason, the Scheduled Payment will be cancelled and it will be your sole responsibility to contact us to try to resolve the issue or provide for another means of payment.

(h) Failure to Debit Account for Bill Payments. If we are unable to debit your Bill Payment Account in connection with any Bill Payment because the applicable Bill Payment Account has insufficient funds or for any other reason, then (i) we will give you notice of such failure to debit your Bill Payment Account, (ii) all Scheduled Payments scheduled to be made after the failed debit will be immediately and automatically suspended, and (iii) your ability to schedule new payments through the Service will also be suspended. Our notice to you of the failure to debit your Bill Payment Account shall also constitute notice of such suspensions. No further notice will be provided to you. During the time that existing Scheduled Payments and your ability to schedule new payments through the Service are suspended as provided herein (the "*Suspension Period*"), it will be your sole responsibility to provide for another means of payment.

During the Suspension Period, if the original attempt to debit your Bill Payment Account failed because the Bill Payment Account had insufficient funds, we may, but have no obligation to, re-submit the failed debit attempt up to three (3) times. If the Service is able to successfully debit your Bill Payment Account in any of these subsequent attempts, the Suspension Period will automatically end and the Service will resume approximately three (3) days after the successful debit. If we do not re-submit the failed debit attempt, or if our subsequent debit attempts are also unsuccessful, then the Suspension Period will continue with no further notice to you and it will be your responsibility to sufficiently fund your Bill Payment Account and contact us to request that the Service be resumed.

After the Service has resumed, we will process (i) Scheduled Payments that you submitted prior to suspension that are scheduled to occur after the date that the Service is resumed, and (ii) Scheduled Payments that you submit after the date that the Service is resumed. We will not process Scheduled Payments that you submitted prior to suspension that were scheduled to occur prior to the date that the Service is resumed. Those payments will be canceled, and it is your sole responsibility to provide for another means of payment. We will give you notice if and when we restore the Service.

You agree that we are not responsible or liable for our failure to process any Scheduled Payment for any of the reasons described above, including during any time that the Service is cancelled, whether or not there are sufficient funds in your Bill Payment Account(s) during such cancellation period. You also agree to indemnify and hold us harmless from any claims, liability, loss or damages resulting from our actions taken under this subsection (h). This provision amends and supersedes any conflicting provision of our Account Agreements with you.

(i) Billers and Payment Limitations. The Service will be monitored for compliance with laws and regulations governing currency transactions and money laundering. We reserve the right to refuse to pay any Biller to whom you may direct a payment or refuse any Scheduled Payment. We will notify you promptly if we refuse to pay a Biller designated by you or refuse to make a Scheduled Payment. This notification is not required if you attempt to make a prohibited payment under this Master Agreement.

(j) Delayed and Returned Payments. You will be notified if a delay occurs in the processing of your Scheduled Payment. You may be instructed to call us or we may call you if we need more information in order to process the transaction. You understand that Billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Biller's forwarding address expired, Billing Account number is not valid, Biller is unable to locate Billing Account, or Billing Account is paid in full. We will research and correct the returned payment and return it to your Biller, or void the payment and credit your Bill Payment Account.

(k) Address or Other Changes. All changes made are effective immediately for scheduled and future payments paid from the updated Bill Payment Account information. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Billing Account or contact information.

(l) Service Termination and Cancellation of Payments. You may terminate the Service at any time. Any Scheduled Payment(s) scheduled to occur before the cancellation date will be completed. All Scheduled Payments, including Recurring Payments, scheduled to occur after the cancellation date of the Service will not be processed. We may terminate the Service at any time. If any of your Bill Payment Accounts are closed, we will

automatically cancel the Service for that Bill Payment Account and no Scheduled Payments, including Recurring Payments, will be made by us from that Bill Payment Accounts. You must make other arrangements to make these payments.

### **3. Expedited Payments.**

You may use the Expedited Payment service to make a same day ACH payment or overnight delivery of a check payment to a participating Biller for an additional fee. You may pay any Biller that is approved by us and eligible for payment under the Expedited Payment service. Overnight delivery checks are not available to Billers with a post office box address or who are located in Alaska, Hawaii, or any United States territory. We reserve the right to select the payment method in which your funds will be remitted to the Biller. You will be notified whether the payment will be made by ACH or check when you are scheduling it. It is your sole responsibility to enter and verify any address for expedited payments by check to ensure that the address is correct and that it is a valid overnight package address of the specified Biller.

You may access the Expedited Payment service online whenever the Service is available. However, each individual Biller sets its own business days and payment cutoff times and they are subject to change. To ensure timely payment and obtain the full benefit of the Expedited Payment service, your Bill Payment Account must be in good standing and you must submit an eligible, accurate Payment Instruction containing all of the information required by the Expedited Payment service before the cut-off time for the applicable Biller's business day as displayed. Funds will be debited from your Bill Payment Account and credited to your Billing Account on the date we indicate at the time you submit your Payment Instruction. In the event you attempt to schedule a payment after the Biller's cut-off time, you will be asked whether you wish to schedule the payment for the Biller's following business day or if you wish to cancel the transaction.

If we are unable to complete the transaction because of insufficient funds in your Bill Payment Account or some other reason, we will send you an alert at the e-mail address you have provided for OLBB. We are not responsible for any charges imposed or any other action taken by a Biller if your Billing Account is not in good standing with the Biller or that result from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if there are insufficient available funds in your Bill Payment Account or if any part of the electronic funds transfer system network is not working properly. You cannot cancel an Expedited Payment.

Any fee associated with payments made through the Expedited Payment service also will be separately displayed at the time you submit your Payment Instruction. The fee will be deducted from your Bill Payment Account along with the amount of the payment to the Biller on the Business Day that you schedule the transaction. This fee is subject to change from time to time.

### **4. Electronic Bill Delivery and Presentment.**

The Electronic Bill Delivery and Presentment feature allows you to receive bills electronically from participating Billers. Your activation of the feature for a Biller shall be deemed to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Upon activation of the feature, we may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic billing feature is being activated it is your responsibility to keep your Billing Accounts current. Each Biller reserves the right to accept or deny your request to receive electronic bills.

We are unable to update or change your personal information with the Biller such as, but not limited to, name, address, phone numbers, and e-mail addresses. You must contact the Biller directly to make any changes. It is also your responsibility to maintain all usernames and passwords for all Biller websites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating electronic bills for that Biller.

We will present your electronic bills to you by notification within the Service. In addition, we may send an e-mail notification to the e-mail address listed for OLBB. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your sole responsibility to periodically log on to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller.

We are not responsible for the accuracy of your electronic bill(s). We only present the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

The Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. Depending on the billing cycle of each Biller, cancellation of electronic bill presentment may take up to sixty (60) days. We will notify your Biller(s) of the change in status of your Billing Account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for paying any electronic bills that are already in process at the time of cancellation.

We are not responsible for monitoring receipt of electronic bills. It is solely your responsibility to contact your Billers directly if you do not receive your bills. You agree to hold us harmless should you fail to receive your electronic bill. You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

#### **5. Rich Remittance.**

You may use the Service to transmit additional detail related to the payment to the Biller such as invoice numbers, credit memo detail, and dollar amounts by following the directions within the Service.

THIS SERVICE DESCRIPTION HAS BEEN EXECUTED AS PROVIDED IN THE SCHEDULE OF SERVICES FORMING A PART OF THE MASTER AGREEMENT.