We're here to help.

About Your Business

Company Trade Name (If Applicable)

Treasury Services Selection Agreement - Business Contact Details

Contact Person:

Treasury Services Selection Agreement - Your Services Summary

BMO Banking Services Requested:

Account Information Solutions:

- ☐ Online Banking for Business (Directline Service)
  - Primary Client Administrator Designation Form
- ☐ Agent Authorization (requires Agent and Accountholder signatures)
- ☐ AutoConnect Service
- ☐ Cheque Image Service
- ☐ Zero Balance Service (For Single Entities)
- ☐ Other: _____

Receivable Solutions:

- ☐ Drawcheque Service
  - Primary Drawcheque Administrator Designation Form
  - Drawcheque Payor Authorization (Third Party Service only)
  - Payee Letter of Undertaking (Third Party Service only)
- ☐ Electronic Funds Transfer Service
  - EFT Debit – Payee Letter of Undertaking (including Payor's PAD Agreement)
- ☐ Financial EDI Service – Accounts Receivable
- ☐ FirstBank Bill Payment Service
- ☐ FirstBank Cash Concentrator Service

Treasury Services Selection Agreement - Your Services Summary (cont'd)

- ☐ Bill Payment Service
- ☐ Wholesale Lockbox Service (with Imaging Option)
- ☐ BMO DepositEdge Service
- ☐ Other: _____

Payments Solutions:

- ☐ Comprehensive Payables Service
- ☐ Digital Cheque Service
- ☐ Electronic Funds Transfer Service
  - EFT Credit
- ☐ Wire Payment Service
- ☐ Financial EDI Service – Accounts Payable
- ☐ Payables Plus Service
- ☐ BMO Debit Card for Business (In-Branch Debit Card(s) Limit Class 33)
- ☒ Interac e-Transfer Service
- ☐ Other: _____

Agreement and Consent

The client acknowledges receipt of the Treasury Services Master Agreement (the "**Master Agreement**") and any applicable Schedules for the Services indicated above (the Master Agreement and any applicable Schedules are together referred to as the "**Agreement**"). The Client acknowledges it has reviewed and understands the terms and conditions in the Agreement relating to the applicable Services. **The Client agrees to be bound by the Agreement (as amended from time to time). Use of the Services shall evidence the Client's receipt of the Agreement**. The Client agrees and acknowledges that certain Services may require approvals and/or further documentation prior to implementation. Any reference in any existing or future agreement between Client and Bank to a "Cash Management Services Master Agreement" or any other prior services agreement for treasury and payment solutions products and services shall be deemed to be a reference to this Master Agreement.

The Client acknowledges that it has the full power and capacity to enter into this Agreement. Each individual signing below is an authorized signatory according to the Client's current banking resolution and the Client confirms that each such individual is duly authorized, on the Client's behalf, to execute agreements relating to banking services.

Applicable only if the Client's head office is in Québec: The parties have requested that this agreement and all documents, including any schedules, contemplated by this agreement be drawn up in English. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais.

Legal Entity Name

Agreement and Consent (cont'd)

Signature of Authorized Signer	Date (Month DD, YYYY)
Full Name (First Name, Middle Initial, Last Name and Suffix)	Position (Job Title)

Interac e-Transfer® Service Terms and Conditions - Business

These Interac e-Transfer Service (the "**Service**") Terms and Conditions are a Schedule to the Treasury Services Master Agreement (the "**Master Agreement**"). All capitalized terms not defined in this Schedule shall have the meaning given to them in the Master Agreement or in any other applicable Schedule. In addition to the terms and conditions in the Master Agreement, the Client (or "**you**") agrees to the following:

1. **Governing Agreements and Documentation**. In addition to the Master Agreement, your use of the Service is subject to other agreements and documents that need to be read together, including: the agreements associated with your business account and services; any applicable User Documentation and security procedures; and the terms and conditions established by Interac, each as may be amended or supplemented from time to time.

2. **Definitions**. For the purposes of the Service, the following terms are defined:

   "**Account**" means the BMO bank account(s) you have with us that you have selected for sending or receiving e-Transfers.

   "**Account Number**" means an identification number for a Sender's or Recipient's account where funds are debited from or credited to.

   "**Account Number Routing**" allows a Sender to send funds to a Recipient using their designated Account Number rather than an e-mail address or phone number.

   "**Autodeposit**" means an Interac e-Transfer that is deposited automatically (i.e., without the need to respond to a security question) to the designated account of a Recipient who has enabled the Autodeposit feature.

   "**Channel**" means the methods by which BMO may from time to time make the Services available to the Client.

   "**e-Transfer**" means the electronic transfer of funds from a Sender to a Recipient initiated through the Service using the Recipient's permitted contact information.

   "**e-Transfer Request Money**" means an e-Transfer request by a Requester to a Responder.

   "**e-Transfer Transaction**" means an e-Transfer or e-Transfer Request Money transaction.

   "**Harmful Content**" has the meaning given in Section 7(b) (Message Content) of this Schedule.

   "**Interac**" means Interac Corporation and includes its successors and assigns.

   "**Person**" means an individual, corporation, partnership, joint venture, unlimited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"**Recipient**" means a Person to whom the Sender has sent or intends to send funds through the Service or through another financial institution's Interac e-Transfer service and includes, as applicable, the Client.

"**Remittance Data**" means optional structured or unstructured text that a Sender can include as part of an e-Transfer Transaction.

"**Requester**" means a Person who initiates an e-Transfer Request Money and includes, as applicable, the Client.

"**Responder**" means a Person who is the intended recipient of an e-Transfer Request Money and includes, as applicable, the Client.

"**Sender**" means a Person who initiates an e-Transfer and includes, as applicable, the Client.

3. The Service

a. **Service Description**. The Client can use the Service to send and receive e-Transfers, initiate and respond to e-Transfer Request Moneys, and register for Autodeposit. If you are the Recipient of an e-Transfer sent by another Person, or if you are the Requester of, or Responder to, an e-Transfer Request Money, in each case these terms and conditions apply with all necessary changes.

b. **Autodeposit Registration**. Before using Autodeposit to receive e-Transfers, you must register your contact information with BMO.

c. **Canadian Funds within Canada**. The Service may only be used for Canadian dollar e-Transfers made to and from Canadian dollar bank accounts held at participating financial institution.

d. **Fees and Charges**. The Client will pay any of BMO's charges or fees for the Service, and any fees, charges, taxes, or other amounts payable to other Persons. The Client acknowledges that other Persons, including other financial institutions, Interac, and telecommunications service providers may charge the Client fees and charges in connection with the use of the Service (including fees for refund requests and corrections) and that BMO may receive remuneration from the other financial institutions.

e. **Instrument**. BMO will treat each e-Transfer Transaction as an instrument for the purposes of this Schedule. For greater certainty, e-Transfers and e-Transfer Request Money transactions are not bills of exchange and no part of this Service is subject to the Bills of Exchange Act (Canada).

f. **Limits**. We may establish, and make changes to, restrictions on your use of the Service, including limitations and restrictions on dollar amounts and the number of requests you are allowed to initiate using the Service. Other Persons may also set limits. Such limits are beyond the control of BMO, and therefore the Client agrees to accept them. Neither BMO nor Interac is responsible for any delays, losses or damages caused to you or any other Person by the application of these limits or changes to such limits.

4. Technology and Specifications

a. **Specifications**. The Client will ensure any e-Transfer Transaction and Autodeposit complies with applicable statues, rules, regulations, orders, treaties, or other requirements having the force of law, and the specifications and quality standards prescribed by BMO, other financial institutions, and Interac in connection with the Service, any of which

may be modified or replaced from time to time.

b. **Service Requirements**. To use the Service, the Client must enrol for the Service by establishing a profile, including any contact identifier BMO may require in connection with the Service. Certain features of the Service may not be available in all Channels.

c. **Technology Requirements**. The Client agrees to obtain and maintain, at its own expense, up to date, unaltered and compatible electronic channels, hardware, operating systems, and software approved for such use by us. BMO has the right, in its sole discretion, without notice, to make changes to the Service from time to time that may result in the Client's electronic channels, hardware, operating systems, and software being incompatible with the Service, and in such event, we will have no responsibility or liability to the Client or any other Person.

5. Security Procedures

a. **Security**. Client will ensure compliance with all security procedures, standards, and other requirements prescribed by BMO, other financial institutions, and Interac in connection with the Service (collectively, "Security Procedures"). Client will implement all features available to enhance the security of the Service, including any options available for password and pass phrase reset, dual administration, and multiple approval rules.

b. **Service Materials**. You will ensure the confidentiality, security, and proper use of all security devices and materials used in connection with this Service. You will immediately notify BMO if any of such devices or materials are lost or stolen or if there is any unusual, suspicious, actual, or suspected fraudulent, or other unauthorized use in relation to this Service.

6. Transaction Processing

a. **Initiating an e-Transfer**. After you initiate an e-Transfer, BMO will withdraw from the Account the e-Transfer amount and contact the Recipient using the information you have provided. You are responsible for ensuring that the Recipient is aware they will be receiving the e-Transfer and can claim the e-Transfer in accordance with these terms and conditions.

b. **Initiating an e-Transfer Request Money**. To send an e-Transfer Request Money, you must provide the Responder's permitted contact information. After you initiate an e-Transfer Request Money, an email, text message, or other message (an **RM Message**) will be sent to the Responder at the contact details you have provided. The RM Message may identify you as the Requester, display the e-Transfer Request Money amount, and indicate that you are sending an e-Transfer Request Money.

c. **Timing**. A Recipient or Requester who successfully claims an e-Transfer should generally receive funds immediately. However, the actual time to receive funds will vary and may take significantly longer. BMO makes no representations or warranties regarding the time required to complete an e-Transfer Transaction.

d. **No Interest**. After initiating an e-Transfer or Autodeposit, BMO will hold funds until notified that the Recipient has successfully claimed the e-Transfer, the e-Transfer has been automatically deposited, or the e-Transfer or Autodeposit has been canceled and reclaimed in accordance with these terms and conditions. Funds will not earn interest during this time.

e. **Claiming or Declining an e-Transfer When a Security Question and Answer Feature is used**. A Recipient may claim or decline an e-Transfer using the financial institution's supported channels. The financial institution, including BMO,

may charge fees. To claim or decline the e-Transfer, the Recipient must correctly respond to the security question created by the Sender. If a Recipient has not claimed the e-Transfer before its expiry date (which may vary), it will automatically expire.

f. **Claiming an e-Transfer When a Security Question and Answer Feature is Not Used**. If the Recipient has registered for Autodeposit or uses Account Number Routing the funds will be automatically deposited into the Recipient's Account.

g. **Security Question and Answer**. You will comply with the requirements prescribed by BMO, other financial institutions, and Interac with respect to security questions and answers. You will ensure security questions and answers are unique and not easily guessed, including by not using a birth date, name, telephone number, social insurance number, sequential numbers, or any other security question and answer or password you use for other purposes. To prevent unauthorized access to the funds, each time you use the Service you will ensure security questions and answers are known only to the Person or Persons you intend to claim the e-Transfer Transaction(s), and not disclosed to any other Person. You will not use the email, text message, or any other message that may accompany the e-Transfer Transaction to send a security question or answer. If you are a Recipient, you will not disclose the e-Transfer security question or answer to anyone.

h. **Reliance**. We and other financial institutions are entitled to pay an e-Transfer to (i) a Person who correctly responds to the security question and answer; (ii) the Requester who sent the e-Transfer Request Money that you respond to; (iii) the owner of the bank account specified in an Account Number Routing e-Transfer; or (iv) the Autode Recipient registered at the permitted contact information provided by the Sender, in each case, whether or not such Person is the intended recipient. Interac keeps on file only one security question and answer per Recipient. If a Recipient's security question or answer, such change overrides any previously saved security question and answer for that Recipient and applies to all the Recipient's outstanding e-Transfers. The new security question or answer will enable the Recipient to accept any previously sent e-Transfers that have not yet been claimed, expired, or cancelled. If you do not want the Recipient to receive an outstanding e-Transfer, you must cancel it before it is claimed.

i. **Cancelling an e-Transfer**. Unless the Recipient has registered for Autodeposit, or the Recipient received the e-Transfer by Account Number Routing, you may be permitted to request the cancellation of an e-Transfer, provided the e-Transfer has not expired, been declined, or claimed by the Recipient. We will use reasonable efforts to cancel an e-Transfer at your request.

j. **Cancelling an e-Transfer Request Money**. A Requester may be permitted to request the cancellation of an e-Transfer Request Money, provided it has not expired, been declined, or fulfilled by the Responder. We will use reasonable efforts to cancel an e-Transfer Request Money at your request.

k. **Declined, Cancelled, or Expired e-Transfer Transaction**. If an e-Transfer Transaction is declined, cancelled, unfulfilled, or expires, if applicable, we will attempt to deposit its value in the Account from which the funds originated or, at our sole discretion, either deposit the value of such e-Transfer Transaction into another of the Client's accounts with us. Additional fees may apply.

l. **Status of e-Transfer Transactions**. You are responsible for promptly verifying the status of any e-Transfer Transactions by checking the information available in the applicable Channel, and you will immediately report to BMO any missing information or discrepancies.

m. **Financial Institution Limitations**. Certain financial institutions may not offer some or any features of the Interac

e-Transfer service and you may not be able to complete a funds transfer using this Service. In such event, BMO has no responsibility or liability to you or any other Person. You are exclusively responsible for ensuring the transfer of funds using this Service can be completed.

n. **No Liability**. BMO will not be liable to you for any loss, damage, loss claim, judgement, cost or expense, including loss of profits, damages for inconvenience, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss, resulting from:

i. an act or omission of a third party, including another financial institution, or Interac;

ii. a Sender, Requester, Responder or Recipient error;

iii. a situation where the Service is not available for any reason or is available but subject to delays or errors;

iv. payment made to an individual or business who correctly answers the security question even if that individual or business was not the intended Recipient;

v. payment made by Autodeposit to an individual or business who you have confirmed to be your intended Recipient; or

vi. payment made to a Requester when you accept an e-Transfer Request Money.

These limitations apply to any act or omission of BMO, its officers, directors, affiliates, agents, whether the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law, even if BMO was advised of the possibility of damages or were negligent.

7. Privacy and Confidentiality

a. **Accuracy of Information**. The Client is responsible for the accuracy and completeness of all information provided in connection with this Service, including for ensuring a correct and operational email address, mobile number, bank account number, or other permitted contact information is provided for the Recipient or Responder, as applicable, and for keeping such information current. If the Client uses Account Number Routing, the Client will obtain from the Recipient their correct account numbers, as well as their financial institution and branch numbers, and will keep such information current. The Client is responsible for ensuring that the Recipient or Responder, as applicable, has consented to the provision and use of their contact information for the purposes of sending the e-Transfer or e-Transfer Request Money, as applicable, using this Service, and otherwise to the extent necessary for the collection, use, and disclosure of the Recipient's or Responder's, as applicable, information in connection with this Service.

b. **Message Content**. BMO will not examine any optional message or information accompanying an e-Transfer Transaction, including Remittance Data, and we assume no responsibility for the contents of such messages or information. Communication should not be addressed to BMO, any other financial institution, or Interac, using the optional message. The Client is responsible for the contents of any messages or information sent or received using this Service and is prohibited from sending or receiving a message or information that is potentially harmful in any way ("Harmful Content"). For greater certainty, "Harmful Content" includes: (i) information or content that is harmful to BMO, the Sender, Recipient, Requester, Responder, or any other Person; (ii) personal information of an individual unless the individual has provided appropriate consent to the collection, use, and disclosure of the personal information in accordance with applicable laws, including personal information protection laws; (iii) a uniform resource identifier such as a uniform resource locator (URL), hyperlink, disabling code, or deceptive or

malicious content; (iv) content or information that is offensive, defamatory, illegal, relates to illegal activities, or the inclusion or transmission of which is otherwise in contravention of applicable laws; (v) content or information that infringes intellectual property rights; and/or (vi) content or information intended to market products or services.

c. **Personal Information**. It is prohibited for any optional message or information accompanying an e-Transfer Transaction, including but not limited to Remittance Data, to include personal health information or other sensitive personal information, including but not limited to social insurance numbers or health numbers. Subject to this restriction, to the extent a message includes any personal information or information about you or any other Person, the Client confirms that appropriate consents have been provided or obtained in compliance with applicable laws, including personal information protection laws, to include the information and for the information to be used and disclosed as set out in this Section 7(c).

d. **Disclosure and Use**. All information, including personal information, collected by, and provided to, BMO in connection with this Service may be used and disclosed to other Persons, including Interac and other financial institutions, to the extent necessary in connection with this Service. The Client also authorizes BMO and Interac to use this information for preparing, using, and distributing statistical, profiling, performance, or operation reports relating to this Service. For greater certainty, this consent is in addition to any other consent the Client provides with respect to the collection, use, and disclosure of information. Personal information collected by BMO relating to the Service, including email addresses of individuals who are Senders and Recipients, will be treated in accordance with our Privacy Code at https://www.bmo.com/main/about-bmo/privacy-security/our-privacy-code/canada/.

8. **Termination**. In addition to other termination rights in the Master Agreement, BMO may suspend or terminate this Service, in whole or in part, immediately, without prior notice if required by Interac, if this Service is no longer available or if BMO has reason to suspect that the Client has used the Service for fraudulent, illegal or money laundering purposes. BMO may also terminate this Schedule at any time upon ten (10) days prior notice to the Client, or immediately and without notice in the case of the Client's breach of this Schedule or if we determine, in our sole discretion, that the Client has misused the Service.