

Agreements, Bank Plans and Fees for Everyday Banking

Effective date July 10, 2023

The following is an amendment to the July 13, 2023, version of the **Agreements, Bank Plans, and Fees for Everyday Banking** booklet.

We're eliminating the U.S. dollar bill payment service¹ offered through BMO Telephone Banking, effective October 31, 2023.

The U.S. dollar bill payment service allows customers with a Premium Plan to pay U.S. dollar bills for billers located in the United States, directly from their BMO Bank of Montreal bank account with the assistance of a BMO employee.

As the U.S. dollar bill payment service will no longer be available, there are two options customers can choose to continue to pay U.S. dollar bills easily and conveniently from Canada:

1. Pay using a BMO U.S. Dollar Mastercard^{®*}

With a BMO U.S. Dollar Mastercard issued by BMO Bank of Montreal you can set up instructions to have the U.S. biller charge the credit card directly. Visit bmo.com/creditcards to find out more about the convenience of a BMO U.S. Dollar Mastercard.

2. Pay online, through a BMO U.S. bank account

Simplify your bill payments in the United States by using a BMO U.S. bank account² and pay conveniently through BMO Digital Banking (U.S.)². Please visit bmo.com/en-us to explore BMO U.S. bank accounts available. For details about BMO Cross-Border Banking services, visit bmo.com/crossborder.

For any additional questions you may have about your banking needs, please speak to a representative at your local branch.



¹ The U.S. bill payment service allows customers with an Premium Plan to pay bills for eligible billers located in the United States, such as U.S. bank credit cards, utility bills, homeowner association fees for properties in the United States, property taxes etc. with the assistance of a BMO employee. There is no change how customers can choose to pay a BMO U.S. Dollar Mastercard issued by BMO Bank of Montreal including at a BMO branch, using BMO Online or BMO Mobile Banking, or BMO Telephone Banking.

² BMO U.S. refers to services provided by BMO Bank N.A. located in the United States. BMO Bank N.A. is a member of FDIC. Bank of Montreal does not represent BMO Bank N.A. and is not an agent of BMO Bank N.A.

[®] Trademark of Bank of Montreal

^{®*} Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. Used under license.

Agreements, Bank Plans and Fees for Everyday Banking

The following pages contain terms, conditions, and fees including banking agreements that apply to Personal Accounts at Bank of Montreal. You agree to the terms in the terms, conditions and fees in the following pages. These agreements are effective July 10, 2023, and replace all previous agreements you have with us.

You need to read and understand the agreements covering the services you have chosen. In these agreements, **“you”** and **“your”** mean each person who signed the application, and **“we”, “us”, “our”, “BMO”** and **“the Bank”** mean Bank of Montreal.

The meanings given to terms defined in these agreements shall be equally applicable to both the singular and plural forms of such terms, unless the context clearly indicates otherwise. The term **“including”** means “including but not limited to”, and the term **“or”** has, except where otherwise indicated, the inclusive meaning represented by the phrase **“and/or”**.

For residents of Quebec: You have expressly requested that this Agreement and any related documents be drawn up in English. Vous avez expressément exigé que cette Entente et tout document qui s’y rattache, soient rédigés en anglais.

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I. Fee Schedules

1) Bank Plan Features and Fees

See the “Everyday Bank Plan Agreement” section for further details.

Service charges and fees on U.S. Dollar Accounts are charged in U.S. dollars.

Features	Premium Plan	Performance Plan	AIR MILES Plan	Plus Plan	Practical Plan
Everyday Banking					
• Monthly transaction limit ¹	Unlimited	Unlimited	Unlimited	25	12
• Fee for debit transaction in excess of monthly transaction limit	-	-	-	\$1.25 each	\$1.25 each
• Number of accounts eligible under one Plan ²	20	20	20	20	2
• One monthly paper statement per Bank Plan	\$2.25/month	\$2.25/month	\$2.25/month	\$2.25/month	✓
• Monthly number of withdrawals using a non-BMO ATM on the <i>Interac</i> network in Canada ^{3,4}	Unlimited	1	\$2.00 each	\$2.00 each	\$2.00 each
• Sending <i>Interac</i> e-Transfer transactions ⁵	✓	✓	✓	✓	✓
• Sending BMO® Global Money Transfer transactions	✓	\$5.00 each	\$5.00 each	\$5.00 each	\$5.00 each
• Cheque image return option ^{6,7}	✓	✓	✓	✓	\$2.50/month
• View cheques online ⁷	✓	✓	✓	✓	✓
Added protection					
• Overdraft Transfer Service between personal accounts in the Bank Plan to cover overdraft ⁸	✓	\$5.00/transfer	\$5.00/transfer	\$5.00/transfer	\$5.00/transfer
• Overdraft Protection: Standard ⁹	✓	\$5.00/month	\$5.00/month	\$5.00/month	\$5.00/month
• Overdraft Protection: Occasional (Not available for residents of Quebec) ^{9,10}	✓	\$5.00/item	\$5.00/item	\$5.00/item	\$5.00/item
Travel needs					
• Monthly number of withdrawals at an ATM outside Canada on the Cirrus®* Network ^{3,4}	Unlimited	\$5.00 each	\$5.00 each	\$5.00 each	\$5.00 each
• Preferred exchange rate for U.S. dollar transfer(s) using BMO Digital Banking services (up to US\$5,000 daily) ¹¹	✓	-	-	-	-
• U.S. dollar bill payments through BMO Telephone Banking	✓	-	-	-	-
Additional features					
• Receive a BMO Credit Card annual fee rebate with an eligible BMO Credit Card every year ¹²	Up to \$150	Up to \$40	-	-	-
• Personalized cheques (cheque styles limited)	✓	Varies by style	Varies by style	Varies by style	Varies by style
• Money orders and drafts (in available currencies) ¹³	✓	\$9.95 each	\$9.95 each	\$9.95 each	\$9.95 each
• Certified cheques	✓	\$20.00 each	\$20.00 each	\$20.00 each	\$20.00 each
• Stop payments (Individual/Series)	✓	\$12.50/\$20.00	\$12.50/\$20.00	\$12.50/\$20.00	\$12.50/\$20.00
• Safety deposit box annual \$12.00 discount (subject to availability — one box per Bank Plan)	✓	-	-	-	-
AIR MILES Reward Miles					
• Get Miles on purchases made from your lead chequing account with your BMO Debit Card ¹⁴	-	-	1/\$30	-	-
• Get 25 Bonus Miles each month when you also have a BMO AIR MILES®† World Mastercard®* or BMO AIR MILES World Elite®* Mastercard	-	-	✓	-	-
Monthly Bank Plan fee					
• Minimum daily balance needed in the lead Primary Chequing Account to eliminate monthly fee. (Excludes Interest Chequing Account or Premium Rate Savings Account) ¹⁵	\$30.00	\$16.95	\$16.95	\$11.95	\$4.00
• Discounted banking programs:					
– Kids and Teens	\$6,000	\$4,000	-	\$3,000	-
– Students and Recent Graduates	\$13.05	\$0.00	-	-	-
– Seniors	\$13.05	\$0.00	-	-	-
– Beneficiaries of a Registered Disability Savings Plan (RDSP)	\$26.00	\$12.95	\$12.95	\$7.95	\$0.00
	\$26.00	\$12.95	\$12.95	\$7.95	\$0.00

Items indicated with a “-” are not applicable to the selected Bank Plan.

1 You are responsible for all transaction, service and product fees not included in your Bank Plan. Debit transactions (i.e. transit fares and passes) completed at Canadian transit agencies do not count towards your monthly transaction count. **2** The Practical Plan allows you to have one Canadian or U.S. Dollar Primary Chequing Account or Interest Chequing Account (existing customers) and one Premium Rate Savings Account under the Plan. All other Bank Plans allow you to have up to a total of 20 accounts in Canadian or U.S. dollars, any combination of Primary Chequing Accounts, Premium Rate Savings Accounts, and Interest Chequing Accounts (existing customers only) under the Plan. **3** A network and/ or convenience fee may apply when you withdraw cash at a BMO ATM or co-branded BMO and Allpoint ATMs in the United States. Non-BMO ATMs in Canada and ATMs outside of Canada may charge a convenience fee. The convenience fee is not a BMO fee and is added to the total amount of your withdrawal. You are responsible for the convenience fee that may be applied to your transaction. **4** Per-item fees will apply when you exceed the number of transactions included in your Plan. **5** *Interac* e-Transfer transactions are subject to maximum send and receive dollar amounts. For Bank Plans that do not include unlimited transactions, excess transaction fees may apply if you send an *Interac* e-Transfer transaction over and above the number of transactions allowed for the Plan. A cancellation fee may still apply when you cancel the transaction. **6** Cheque images are not available with eStatements. **7** You will be able to view, save and print cheque images from the previous three months through BMO Mobile and BMO Online Banking. If in the future you require any copies of cheques that are no longer available through BMO Mobile and BMO Online Banking you may request a copy at a BMO branch or by calling 1-877-225-5266. A per-item fee may apply. Cheques made payable to you or to cash, and cashed at any BMO branch, may not be returned but are described on your statement. **8** You are required to provide initial set-up instructions for this service. The Overdraft Transfer Service fee is in addition to any debit transaction fee. **9** Subject to credit approval, interest will be calculated on the daily overdraft balance at prevailing overdraft interest rates and charged to the account on the last business day of the month. Overdraft Protection fees apply individually to each account with an authorized limit within the Plan. **10** The Overdraft per-item fee applies to each item that creates or increases overdraft. For cheques and pre-authorized debits, we process debit transactions against accounts in the order in which we receive them via the clearing system. Overdraft per item charges will be incurred in the same order as items are received from the clearing system. **11** Transactions completed at any BMO branches or with a customer contact associate are not eligible for the preferred exchange rate. **12** Terms and conditions apply. See the BMO Credit Card Annual Fee Rebate section for further details. **13** We and/or other financial institutions may charge additional fees for refunds or replacements of lost or stolen money orders or drafts. The receiving financial institution may charge associated fees. U.S. dollar money orders and drafts are available at no cost when purchased through a U.S. Dollar personal account. Foreign currency drafts are subject to sanctions compliance regulations and payee names are screened against persons listed under international sanctions. Depending on the result of that screening, a payee might not be able to cash a foreign currency draft. **14** AIR MILES Reward Miles are calculated on debit spend minus refunds that occur on your lead account. The lead account must be set up with a Primary Chequing Account or Interest Chequing Account (for existing customers) with your AIR MILES collector number. The lead account is the one you designate to pay any fees required by your Bank Plan, for example, your monthly Plan fees and transaction fees. Debit spend on any additional accounts under the Plan are not eligible for AIR MILES Reward Miles. The number of Miles will be rounded down to the nearest whole number. Fraction of Miles will not be awarded. **15** The monthly Bank Plan fee can be eliminated by maintaining the minimum daily balance at all times throughout the calendar month in a Primary Chequing Account or U.S. Dollar Primary Chequing Account that has been designated as the lead account for your Bank Plan. The lead account is the one you designate to pay any fees required by your Bank Plan for example, your monthly Plan fees and transaction fees. If the lead account is set up with an Interest Chequing (for existing customers) or a Premium Rate Savings Account, then the minimum balance waiver is not applicable and the Plan fee will be charged regardless of the lead account balance.

2) How to get No Monthly Plan Fee or Discounted Banking

See the “Everyday Bank Plan Agreement” section for further details.

Kids, Teens, Students, Recent Graduates, Seniors and Beneficiaries of an RDSP

	No Monthly Plan Fee or Discounted Banking ¹	How to Qualify	Additional Benefits
Kids (12 or under)	<ul style="list-style-type: none"> • Performance Plan: \$0.00 per month • Premium Plan: \$13.05 per month 	<ul style="list-style-type: none"> • Register at any BMO branch by providing proof of age • You will automatically be converted to the Teens Discounted banking program when you turn 13 years of age 	<ul style="list-style-type: none"> • 1 monthly paper statement or passbook² included at no additional charge
Teens (13-18)	<ul style="list-style-type: none"> • Performance Plan: \$0.00 per month • Premium Plan: \$13.05 per month 	<ul style="list-style-type: none"> • Register at any BMO branch by providing proof of age 	
Students	<ul style="list-style-type: none"> • Performance Plan: \$0.00 per month • Premium Plan: \$13.05 per month 	<ul style="list-style-type: none"> • Register at any BMO branch by providing proof of registration⁴ 	<ul style="list-style-type: none"> • Overdraft Transfer Service included at no additional charge³
Recent Graduates	<ul style="list-style-type: none"> • Performance Plan: \$0.00 per month • Premium Plan: \$13.05 per month 	<ul style="list-style-type: none"> • Register at any BMO branch by providing proof of graduation or program completion by November 30 of your graduation year⁴ 	<ul style="list-style-type: none"> • Overdraft Transfer Service included at no additional charge³
Seniors (60 or older)	<ul style="list-style-type: none"> • Practical Plan: \$0.00 per month • Plus Plan: \$7.95 per month • AIR MILES Plan: \$12.95 per month • Performance Plan: \$12.95 per month • Premium Plan: \$26.00 per month 	<ul style="list-style-type: none"> • Register at any BMO branch by providing proof of age • You will automatically receive the \$4.00 Senior discount applied to your Plan⁵ 	<ul style="list-style-type: none"> • Overdraft Transfer Service included at no additional charge³
Beneficiaries of an RDSP	<ul style="list-style-type: none"> • Practical Plan: \$0.00 per month • Plus Plan: \$7.95 per month • AIR MILES Plan: \$12.95 per month • Performance Plan: \$12.95 per month • Premium Plan: \$26.00 per month 	<ul style="list-style-type: none"> • Register at any BMO branch by providing proof of eligibility⁶ 	

1 You are responsible for all fees relating to any transactions, services and products not included in your Bank Plan. **2** Passbooks are no longer offered and are only available to existing customers who have this service. **3** You are required to provide initial set-up instructions for this service. **4** The discount will be applied to the Plan fee after proof of eligibility is provided. Plan and other fees paid prior to confirming eligibility may not be refunded. **5** The Senior Discounted Banking Program provides you with a monthly discount that can be applied to the Practical, Plus, Performance, AIR MILES or Premium Plan. To qualify for the Senior Discounted Banking Program you must be 60 years of age or older; or, if your account is joint, one of the accountholders is 60 years of age or older. The Senior discounted banking program will be applied automatically within two months after the month you turn 60 if proof of age is on file and you are in an eligible Plan. The discounted banking program is not eligible on Plans no longer offered. **6** You may be required to provide proof of eligibility once every three years otherwise the full monthly Plan fee will be applied automatically. Plan and other fees paid prior to confirming eligibility may not be refunded.

How to get No Monthly Plan Fee or Discounted Banking (*continued*)

Canadian Defence Community Banking (CDCB)

	No Monthly Plan Fee or Discounted Banking Plans ¹	How to Qualify	Non-BMO ATM withdrawals per month on the <i>Interac</i> network in Canada included with the Plan	ATM withdrawals outside of Canada per month on the <i>Cirrus</i> [®] network included with the Plan
Members of the CDCB	<ul style="list-style-type: none"> • Performance Plan: \$0.00 per month • Premium Plan: \$13.05 per month 	<ul style="list-style-type: none"> • Register at any BMO branch by providing proof of age and CDCB eligibility • You will be automatically converted to the CDCB-Seniors discounted banking program when you turn 55 years of age 	<ul style="list-style-type: none"> • 5 with the Performance Plan³ • Unlimited with the Premium Plan³ 	<ul style="list-style-type: none"> • 5 with the Performance Plan³ • Unlimited with the Premium Plan³
CDCB – Seniors (55 or older)	<ul style="list-style-type: none"> • Performance Plan: \$0.00 per month • Premium Plan: \$13.05 per month 	<ul style="list-style-type: none"> • Register at any BMO branch by providing proof of age and CDCB eligibility 	<ul style="list-style-type: none"> • 5 with the Performance Plan³ • Unlimited with the Premium Plan³ 	<ul style="list-style-type: none"> • 5 with the Performance Plan³ • Unlimited with the Premium Plan³

Offers No Longer Available – for existing customers with these Plans

	No Monthly Plan Fee or Discounted Banking Plans ¹	Non-BMO ATM withdrawals per month on the <i>Interac</i> network in Canada included with the Plan	ATM withdrawals outside of Canada per month on the <i>Cirrus</i> [®] network included with the Plan	Additional Benefits
CDCB – Kids (up to 12 years old)	<ul style="list-style-type: none"> • Plus Plan: \$0.00 per month² • You will automatically be converted to the Canadian Defence Community discounted banking program when you turn 13 years of age 	<ul style="list-style-type: none"> • 2 with the Plus Plan³ 	<ul style="list-style-type: none"> • 2 with the Plus Plan³ 	<ul style="list-style-type: none"> • 1 paper statement per month included at no charge
CDCB and CDCB – Seniors (55 or older)	<ul style="list-style-type: none"> • AIR MILES Plan: \$0.00 per month 	<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • Not applicable

¹The monthly Plan fee is waived. You are responsible for all transaction, service and product fees not included in your Bank Plan. ² Under the CDCB Kids (12 years old or younger) discounted banking program, you can receive the Plus Plan with no monthly fee. ³ A network and/or convenience fee may apply when you withdraw cash at a BMO ATM or co-branded BMO and Allpoint ATMs in the United States. Non-BMO ATMs in Canada and ATMs outside of Canada may charge a convenience fee. The convenience fee is not a BMO fee and is added to the total amount of your withdrawal. You are responsible for the convenience fee that may be applied to your transaction.

3) Pay-per-use Fees

See the “Personal Account Agreement” section for further details.

The following fees apply to each transaction processed on personal accounts when you do not have an Everyday Bank Plan. Service charges and fees on U.S. Dollar Accounts are charged in U.S. dollars.

Services	Premium Rate Savings Account ¹	Savings Amplifier Account ²	Savings Builder Account ²	Primary Chequing Account ¹
Self-serve (fees per item)				
Electronic				
Pre-Authorized Debit	\$1.00	\$5.00	\$5.00	\$1.00
Debit card purchase in-store ³ or online	Not available	Not available	Not available	\$1.00
Transit Agency debit transactions ⁴	Not available	Not available	Not available	No charge
ATM				
Withdrawal	\$5.00	\$5.00	\$5.00	\$1.00
Funds transfer	\$1.00	No charge	\$5.00 ⁵	\$1.00
Bill payment	Not available	Not available	Not available	\$1.00
BMO Telephone Banking⁶				
Funds transfer	\$1.00	No charge	\$5.00 ⁵	\$1.00
Bill payment	Not available	Not available	Not available	\$1.00
BMO Digital Banking⁷				
Funds transfer	\$1.00	No charge	\$5.00 ⁵	\$1.00
Bill payment	Not available	Not available	Not available	\$1.00
Cheque drawn on account	Not available	Not available	Not available	\$1.00
Assisted-service (fees per item)				
Branch and customer contact associate				
Withdrawal	\$5.00	\$5.00	\$5.00	\$1.00
Funds transfer	\$1.25	\$5.00	\$5.00 ⁵	\$1.00
Bill payment ⁸	Not available	Not available	Not available	\$1.00

¹ This account is no longer available with pay-per-use pricing and must now be included in an Everyday Bank Plan. This information is for existing customers without an Everyday Bank Plan. ² This account cannot be included as part of an Everyday Bank Plan. ³ Additional fees may be charged by the merchant when completing point-of-sale transactions and are in addition to the fee charged by us. ⁴ For accounts eligible for *Interac* Debit payments, the pay-per-use fee is waived for *Interac* Debit transactions completed at Canadian transit agencies. ⁵ One free funds transfer out of the account to another BMO account via BMO ATM, BMO Telephone Banking, BMO Digital Banking, at a branch, with a customer contact associate or by automatic transfer out of the account to another BMO account is allowed per month. A \$5.00 fee applies for each additional transfer. ⁶ These fees apply when you complete transactions through the interactive voice response (IVR) system. Assisted-service fees will apply when transactions are completed with a customer contact associate. ⁷ Digital Banking Includes BMO Mobile and BMO Online Banking. ⁸ A bill payment handling fee of \$1.50 may also apply where applicable.

4) Additional Services and Fees

See the “Personal Account Agreement” section for further details.

The following fees may be in addition to any other account transaction fees and monthly Everyday Bank Plan fees. Some of these fees may be covered by one of our Everyday Bank Plans. Refer to “Bank Plan Features and Fees” for services that may be covered in the various Bank Plans. Service charges and fees on U.S. Dollar Accounts are charged in U.S. dollars.

	Per Item	Per Item
Statements		
eStatement	No charge	
Paper statement ¹ (per statement issued)	\$2.25	
Passbook fee ¹ (per month)	\$2.25	
Accounts		
Bill payment handling charge – assisted service (excludes BMO products)	\$1.50	
Certificate of account balance	\$10.00	
Interim statement of account Picked up at branch, mailed or faxed	\$5.00	
Search and/or copy of personal account item (e.g., statement, voucher, transaction receipt, cheque tracing)	\$5.00	
Account closed within 90 calendar days of opening		
Account closed within 14 business days	\$0.00	
Account closed after 14 business days	\$20.00	
Dormant account notice		
If notice is acknowledged within 60 days:	No charge	
After 60 days:		
2-year notice of dormant account	\$20.00	
5-year notice of dormant account	\$30.00	
Unclaimed Balances		
10-year transfer of funds to Bank of Canada	\$40.00	
Post-dated item held for deposit	\$3.00	
Transfer/payment arrangements		
Set-up or amend instructions for standing orders, (regular payments/transfers from or between accounts in the same currency) except for Continuous Savings Plan ^{2,3}	\$4.50	
Telephone instructions accepted by branch ⁴	\$4.00	
Your account balance to another financial institution	\$20.00	
Cheques		
Cheque orders ⁵		Varies by style
Cheque image return (per month)		\$2.50
Certified cheque		
Requested by issuer		\$20.00
Requested by non-issuer		\$30.00
Stop payment (Cheques and Pre-Authorized Debits)⁶		
Single		\$12.50
Series (in sequence, per request)		\$20.00
Foreign currency cheque⁷		
Item deposited to a Canadian dollar account		\$5.00
Item drawn on a Canadian dollar account		\$20.00
Items returned non-sufficient funds (NSF)⁸		
		\$48.00
Items sent on collection⁹		
Cheques up to C\$250.00		\$15.00
Cheques over C\$250.00 (\$25.00 min. charge and \$200.00 max. charge)		0.125%
Overdraft Protection services		
Overdraft Transfer Service		
Per transfer ²		\$5.00
Overdraft Protection¹⁰		
Standard (Monthly fee)		\$5.00
Occasional (Per-item fee) ¹¹		\$5.00
(not available for residents of Quebec)		
Overdraft per item charge (OPIC)		
For each item that is paid and creates or increases the overdraft balance on your account if you do not have overdraft protection arrangements ^{10,12}		\$5.00
For each item that is paid and exceeds the overdraft protection limit on your account ^{10,12}		\$5.00
(OPIC fees do not apply to residents of Quebec)		

¹ One paper statement or passbook is included with the Practical Plan, Kids discounted banking program and Senior Plan (discontinued Bank Plan) at no charge. This fee will apply for each additional account statement. Passbooks are no longer offered and only available to existing customers who have this service. ² Fee is in addition to any debit transaction fees. ³ The set-up fee is not applicable where the transfer is for automatic savings or regular contributions to a mutual fund, RSP or savings account. ⁴ You must have a signed verbal/facsimile agreement with your branch before instructions can be accepted by telephone. ⁵ Cost of personalized cheque orders for personal deposit accounts will depend on quantity and type selected. ⁶ You are not able to put a stop payment on Pre-Authorized Debit for BMO credit products such as loans, mortgages, credit cards, lines of credit. ⁷ Foreign currency items deposited and subsequently returned may incur a foreign currency loss due to rate fluctuations. ⁸ Cheque or Pre-Authorized Debit. ⁹ Other financial institutions may charge associated fees. We may charge third-party or out-of-pocket expenses, such as courier fees. In the event that an item is received on collection, we may charge fees. ¹⁰ Interest will be calculated on the daily overdraft balance at prevailing overdraft interest rates and charged to the account at the end of the month. The current interest rate may be obtained at any of our Canadian branches or by calling 1-877-225-5266. ¹¹ Fee applies to each item that creates or increases overdraft. We process debit transactions against accounts in the order in which we receive them via the clearing system. Charges on your Everyday Banking statement will appear as an Overdraft Per Item Charge. ¹² We process debit transactions against accounts in the order in which we receive them via the clearing system. Overdraft per item charges will be incurred in the same order as items are received from the clearing system.

Additional Services and Fees (continued)

The following fees may be in addition to any other account transaction fees and monthly Everyday Bank Plan fees. Some of these fees may be covered by one of our Everyday Bank Plans. Refer to “Bank Plan Features and Fees” for services that may be covered in the various Bank Plans. Service charges and fees on U.S. Dollar Accounts are charged in U.S. dollars.

	Per Item		Per Item
Sending money to others		Safety deposit boxes⁸	
BMO Global Money Transfer	\$5.00	Annual rental fee:	
Interac e-Transfer^{®9}		Small	\$60.00
Send an <i>Interac</i> e-Transfer	\$1.00	• (1½ x 5 x 24)	
Cancelling an <i>Interac</i> e-Transfer by you or the Bank ¹	\$5.00	Medium	\$95.00
Money Orders or Drafts (all available currencies)^{2,3,4,5}		• (2½ x 5 x 24)	
	\$9.95	• (3¼ x 5 x 24)	
Official cheque (Canadian dollars only)	\$5.00	• (3 x 5 x 24)	
Wire payments⁶		Large	\$150.00
Incoming	\$16.00	• (2½ x 10½ x 24)	
(3 rd party bank charges are the responsibility of the sender)		• (3 x 10 x 24)	
Outgoing	\$40.00	• (5 x 5 x 24)	
Plus: Communication charge	\$10.00	Extra large	\$250.00
		• (5 x 10½ x 24)	
Financial services for travellers		Super large	\$400.00
Purchasing/Selling currency		• (10 x 10½ x 24)	
Purchasing sundry foreign currency at a BMO branch ⁷		• Replacement keys	\$15.00 per key
• Standard delivery to a branch	No charge	• Drilling of single lock on box and replacing keys	\$160.00
• Express delivery to a branch	\$10.00	• Drilling of dual lock on box and replacing keys	\$200.00
• Delivery to a Canadian address	\$10.00		
Selling sundry foreign currency at a BMO branch	No charge	Note: <i>Where applicable, GST/HST/QST is extra.</i>	
Purchasing U.S. dollars, British pounds, or Euros using BMO Online Banking		Access to accounts through non-BMO channels⁹	
• Delivered to a Canadian address	\$10.00	Withdrawal at non-BMO ATMs	
		Within Canada (<i>Interac</i> network)	\$2.00
		Outside Canada (<i>Cirrus[®]*</i> network) ¹⁰	\$5.00
Taxes			
For services that are subject to Harmonized Sales Tax (HST), federal Goods and Services Tax (GST) and/or Provincial Sales Tax (PST)/Quebec Sales Tax (QST), the taxes paid will be indicated separately on statements, receipts, etc.			
<i>Bank of Montreal GST/HST Number: R100390095 / QST Number: 1000042494</i>			

1 This fee is not charged if you cancel a transaction on the same day it was sent. It is charged when you cancel a transaction any other time, or when the Bank cancels an *Interac* e-Transfer transaction regardless of whether you asked us to cancel it or not. This fee is in addition to the non-refundable *Interac* e-Transfer fee that may apply when you send an *Interac* e-Transfer, if applicable. **2** We and/or other financial institutions may charge additional fees for refunds or replacements of lost or stolen money orders or drafts. **3** The receiving financial institution may charge associated fees. **4** U.S. dollar money orders and drafts are available at no cost when purchased through a U.S. Dollar personal account. **5** Foreign currency drafts are subject to sanctions compliance regulations and payee names are screened against persons listed under international sanctions. Depending on the result of that screening, a payee might not be able to cash a foreign currency draft. **6** Other financial institutions may have associated fees for incoming and outgoing wire transfers. Inquiries/traces etc. may be subject to fees other than those collected by BMO. Inquire in branch for details. When an investigation is requested, an investigation fee may be collected. **7** Excludes U.S. dollars. Subject to transaction limits. **8** All sizes may not be available at all BMO branches. Fees for related services will be debited from your BMO deposit account. Sizes are measured in inches. **9** These fees are in addition to any other fees that may be charged by non-BMO ATMs. **10** A network fee may apply when you withdraw cash at a BMO ATM or co-branded BMO and Allpoint ATMs in the United States.

5) Bank Accounts and Plans No Longer Offered

These products and services are no longer offered to new customers and existing accounts are not transferable between BMO Bank of Montreal branches. This information is provided to customers who may currently have these Bank Plans and accounts. **We are unable to reinstate discontinued account features or Bank Plans if you make any changes to your account (such as add a Plan), or if you change your existing discontinued Plan to a current in-market Plan.**

We regularly review Everyday Bank Plans, accounts and services offered to ensure they meet our customers' changing needs. From time-to-time, we may revise Bank Plan fees and features included in your Plan. Notice will be provided in advance of pricing increases and changes in features or services that may no longer be included in your Plan. Please speak to a BMO representative to see how our current suite of products may provide a better solution to your banking needs.

a. Discontinued Bank Accounts

Service charges and fees on U.S. dollar accounts are charged in U.S. dollars.

Services	Interest Chequing Account		Smart Saver Account
		Formerly: • Investment Chequing Account • Investment Savings Account • Chequable Savings Account	
Self-serve (fees per item)			
Cheque drawn on account	\$1.00	\$1.00	Not available
Pre-Authorized Debit	\$1.00	\$1.00	\$5.00
Debit card purchase in-store ¹ or online	\$1.00	\$1.00	Not available
Transit Agency debit transactions ²	No charge	No charge	Not available
ATM			
Withdrawal	\$1.00	\$1.00	\$5.00
Funds transfer	\$1.00	\$1.00	\$5.00 ³
Electronic Bill payment	\$1.00	\$1.00	Not available
Telephone Banking⁴			
Funds transfer	\$1.00	\$1.00	\$5.00 ³
Bill payment	\$1.00	\$1.00	Not available
BMO Digital Banking⁵			
Funds transfer	\$1.00	\$1.00	\$5.00 ³
Bill payment	\$1.00	\$1.00	Not available
Assisted-service (fees per item)			
Branch and customer contact centre			
Withdrawal	\$1.00	\$1.00	\$5.00
Funds transfer	\$1.00	\$1.00	\$5.00 ³
Bill payment ⁶	\$1.00	\$1.00	Not available
Other Fees			
Account Maintenance Fee (per month) ⁷	Not applicable	\$1.00	Not applicable
Fee Waivers			
Transaction fees waiver ^{8,9}	Not applicable	\$1,500	Not applicable
Account Maintenance Fee waiver ⁸	Not applicable	\$200	Not applicable

¹ Additional fees may be charged by the merchant when completing point-of-sale transactions and are in addition to the fee charged by us. ² For accounts eligible for *Interac* Debit payments, the pay-per-use fee is waived for *Interac* Debit transactions completed at Canadian transit agencies. ³ One free funds transfer out of the account to another BMO account via BMO ATM, BMO Telephone Banking, BMO Digital Banking, at a branch, with a customer contact associate or by automatic transfer out of the account to another BMO account is allowed per month. A \$5.00 fee applies for each additional transfer. ⁴ These fees apply when you complete transactions through the interactive voice response (IVR) system. Assisted-service fees may apply when transactions are completed with a customer contact associate. ⁵ Digital Banking Includes BMO Mobile and BMO Online Banking. ⁶ A bill payment handling fee of \$1.50 may also apply where applicable. ⁷ Accounts that do not meet the minimum balance requirements at all times will be charged the monthly account maintenance fee. ⁸ The fee waiver is based on the minimum balance being maintained at all times. Waivers will be lost if the account becomes part of an Everyday Bank Plan or is switched/changed to another account type. ⁹ Transaction fees waiver only applies to the day-to-day banking transactions listed in the table above and does not include other services; a per-item fee may apply.

b. Discontinued Bank Plans

Service charges and fees on U.S. Dollar Accounts are charged in U.S. dollars.

Bank Plan Features	Senior Plan
Everyday Banking	
• Monthly transaction limit	Unlimited
• Monthly number of withdrawals using a non-BMO ATM on the <i>Interac</i> network in Canada ^{1,2}	1
• Sending <i>Interac</i> e-Transfer transactions ³	✓
• Cheque image return option and view cheque online ⁴	✓
• Assisted-service bill payments	✓
• One monthly paper statement or passbook per Bank Plan ⁵	1
Added protection	
• Overdraft Transfer Service between personal accounts in the Bank Plan to cover overdraft ⁶	✓
• Overdraft Protection: Standard ⁷	\$5.00/month
• Overdraft Protection: Occasional (Not available for residents of Quebec) ^{7,8}	\$5.00/item
Travel needs	
• Monthly number of withdrawals at an ATM outside Canada on the Cirrus [®] * Network ^{1,2}	2
• Preferred exchange rate when buying or selling U.S. cash (up to US\$5,000 per transaction)	✓
• Trip protection included at no additional cost to you with your BMO Travel Medical Insurance purchase ⁹	✓
Additional features	
• Personalized cheques (cheque styles limited)	✓
• Money orders and drafts (in available currencies) ¹⁰	✓
• Certified cheques	✓
• Stop payments (Individual/Series)	✓
• Safety deposit box annual \$5.00 discount (subject to availability — one box per Bank Plan)	✓
• Acceptance of post-dated items for deposit	✓
• Waive redemption fee for withdrawals from Retirement Savings Plan (RSP) for BMO Term Investments or BMO Mutual Funds	✓
• RSP transfer fees charged by other financial institutions when transferring RSP balances to BMO Bank of Montreal are reimbursed up to \$25	✓
• 50% discount on annual fee for Self-Directed RSP or Retirement Income Fund (RIF) offered by Nesbitt Burns Inc. ¹¹	✓
• Annual fee waived for Self-Directed RIF, LIF or RLIF (no minimum) and an RSP, LIRA or RESP with minimum account balances of \$25,000 offered by BMO InvestorLine ¹¹	✓
• Certificate of confirmation of balance	✓
Monthly Plan fee	\$0.00

1 You are responsible for all transaction, service and product fees not included in your Bank Plan. Debit transactions (i.e. transit fares and passes) completed at Canadian transit agencies do not count towards your monthly transaction count. **2** A network and/or convenience fee may apply when you withdraw cash at a BMO ATM or co-branded BMO and Allpoint ATM in the United States. Non-BMO ATMs in Canada and ATMs outside of Canada may charge a convenience fee. The convenience fee is not a BMO fee and is added to the total amount of your withdrawal. You are responsible for the convenience fee that may be applied to your transaction. **3** *Interac* e-Transfer transactions are subject to maximum send and receive dollar amounts. A cancellation fee may still apply when you cancel the transaction. **4** Cheque images are not available with eStatements. You will still be able to view, save and print cheque images from the previous three months through Online Banking. If in the future you require any copies of cheques that are no longer available through Online Banking you may request a copy at a BMO branch or by calling 1-877-225-5266. A per-item fee may apply. Cheques made payable to yourself or to cash, and cashed at any BMO branch, may not be returned but are described on your statement. **5** Passbooks are no longer offered and only available to existing customers who have this service. **6** You are required to provide initial set-up instructions for this service. The Overdraft Transfer Service fee is in addition to any debit transaction fee. **7** Subject to credit approval, interest will be calculated on the daily overdraft balance at prevailing overdraft interest rates and charged to the account on the last business day of the month. Overdraft Protection fees apply individually to each account with an authorized limit within the Plan. **8** The Overdraft per-item fee applies to each item that creates or increases overdraft. For cheques and pre-authorized debits, we process debit transactions against accounts in the order in which we receive them via the clearing system. Overdraft per item charges will be incurred in the same order as items are received from the clearing system. **9** Phone activation required, please call 1-866-520-8828. Terms and Conditions provided upon activation, limitations and exclusions will apply. This offer includes: \$2,000 per person Trip Interruption/Delay; \$500 per person Flight Delay; \$750 per person baggage/personal effects coverage; pre-trip assistance. **10** We and/or other financial institutions may charge additional fees for refunds or replacements of lost or stolen money orders or drafts. The receiving financial institution may charge associated fees. U.S. dollar money orders and drafts are available at no cost when purchased through a U.S. Dollar personal account. Foreign currency drafts are subject to sanctions compliance regulations and payee names are screened against persons listed under international sanctions. Depending on the result of that screening, a payee might not be able to cash a foreign currency draft. **11** Minimum balance requirement may apply.

II. Personal Account Agreement

By applying for an account you agree to the following terms:

1) Privacy Disclosure & Consent – Your Personal Information

To learn more about how we collect, use, disclose and safeguard your Personal Information, your choices, and the rights you have, please see our Privacy Code (available at bmo.com/privacy, or from any of our branches).

What is Personal Information?

Your Personal Information is information about you that you provided to us or information we collected from other sources such as credit reporting agencies, and includes your name, address, age, financial data, Social Insurance Number, employment information, and other information that could be used to identify you.

Why do we need your Personal Information?

We collect and use your Personal Information to:

- verify your identity;
- ensure we have accurate information about you;
- understand your financial needs (including your eligibility for products and services you requested or accepted or were pre-approved for)
- to manage our relationship;
- protect against fraud and manage other risks;
- communicate with you regarding products and services that may be of interest;
- understand our customers, including through analytics, and to develop and tailor our products and services;
- comply with legal or regulatory requirements, or as permitted by law; and
- respond to questions you may have.

If we use your Personal Information for a different purpose, we will identify that purpose.

Sharing your Personal Information

BMO Financial Group consists of Bank of Montreal and its affiliates. Your Personal Information, including information about your authorized representatives and beneficiaries, is shared within BMO Financial Group, to the extent permitted by law, to:

- ensure we have accurate information about you, and your authorized representatives and beneficiaries;
- manage our total relationship;
- provide a better customer experience;
- meet your needs as they change and grow; and
- manage our business.

We may use your Personal Information to make decisions in real time by using tools to automate the processing of your Personal Information, for example, whether to approve or decline a transaction. To learn more please see our Privacy Code at bmo.com/privacy or from any of our branches.

Your Choices

Sharing: You may choose not to allow us to share account-specific information within BMO Financial Group, but you understand we will share your Personal Information where two or more BMO Financial Group affiliates provide you with jointly offered products or services.

Direct marketing: You may choose not to allow us to use your contact information for direct marketing, such as mail, telemarketing or email informing you about products and services we think may be of interest and value to you.

Please see “Contact Us” in our Privacy Code for more details on how to opt out.

Credit Bureau Authorization

You consent to BMO Financial Group and its agents using your Personal Information to obtain, validate or exchange credit information and other financially related information about you at any time during the term of this agreement from any credit reporting agency, credit bureau, other financial services industry databases, your employer(s) or any person who has or may have financial dealings with you for the purposes outlined in the

Privacy Code. BMO Financial Group may use information you provide to us when opening or operating any accounts you have with us to confirm or validate such information with third parties.

2) Identification Requirements for Personal Accounts

You are required to provide **one eligible piece of identification** to open any type of bank account. The pieces of identification required to be presented shall be original, valid and not substantially defaced.

The **eligible piece of identification** must:

1. Contain a photo that clearly shows your face; and
2. Be issued by a government agency, including a federal government, (for example, Canada, the United States or other foreign government), or by a province/territory/state level government.

You will also be asked to provide the following information if it is not included in the identification you present: address, occupation and date of birth.

List of Eligible Pieces of Identification:

- A Certificate of Canadian Citizenship
- A Certificate of Indian Status issued by the Government of Canada
- A driver's licence as permitted to be used for identification purposes
- A Canadian Firearms Licence
- A Government issued ID card or document
- Immigration Canada Documents; Immigration Canada form IMM 1000, IMM 5292, or IMM 5688
- A NEXUS Card
- A passport
- A Permanent Resident card
- A provincial or territorial health insurance card as permitted to be used as identification under provincial or territorial law
- A document or card, bearing the individual's photograph and signature, issued by any of the following authorities or their successors:
 - a) Insurance Corporation of British Columbia
 - b) Alberta Registries
 - c) Saskatchewan Government Insurance
 - d) Department of Service Nova Scotia and Municipal Relations
 - e) Department of Transportation and Public Works of the Province of Prince Edward Island
 - f) Service New Brunswick
 - g) Department of Government Services and Lands of the Province of Newfoundland and Labrador
 - h) Department of Transportation of the Northwest Territories
 - i) Department of Community Government and Transportation of the Territory of Nunavut

Under provincial law, a temporary Alberta Driver's Licence, and health cards issued by the provinces of Manitoba, Ontario, P.E.I., and Nova Scotia are prohibited from being used as identification anywhere in Canada. Other identification exclusions may change from time to time.

Access to Basic Banking Services under the *Bank Act*

If you are unable to provide one eligible piece of photo identification, to open a personal chequing and/or savings account under Access to Basic Banking Services, you are required to provide us with:

- Two documents from a reliable source, one of which indicates your **name and address** and the other your **name and date of birth**.
 1. identification issued by the Government of Canada or the government of a province in Canada,
 2. recent notice of tax assessment issued by the Government of Canada or the government of a province, or municipality in Canada,
 3. recent statement of benefits from the Government of Canada or the government of a province in Canada,
 4. recent Canadian public utility bill,
 5. recent bank account or credit card statement,

- 6. a foreign passport; or
- You can also open a chequing or savings account if you can provide:
 1. any document from a reliable source that indicates your **name and date of birth**; and
 2. if your identity is also confirmed by:
 - a. a customer in good standing with the Bank; or
 - b. by an individual of good standing in the community where the Bank branch is located.

All documents are required to be presented shall be original, valid or most current (when a utility bill, bank statement, or credit card statement is provided), and not substantially defaced. If we have reasonable grounds to suspect that there is a misrepresentation of identity, you will be requested to show one piece of identification issued by the Government of Canada or the government of a province in Canada that bears your photograph and signature.

If you have any questions about the identification listed or these requirements, refer to section “Complaint Resolution Process” of this Agreement.

Encashment of Government of Canada payment items

We will not charge a fee when you cash a cheque drawn on the Receiver General or on the Receiver General’s account in the Bank of Canada. If you do not have a chequing or savings account with the Bank, or a credit card issued by the Bank, we will cash your Government of Canada cheque payable to you with a value up to \$1,750 when you sign the back of the cheque in the presence of a BMO employee and upon providing:

- a. One piece of identification including those listed below that is issued by the Government of Canada or the government of a province and that bears your signature and photograph; or
- b. At least two pieces of identification or two documents including those listed below, one of which indicates your **name and address** and the other your **name and date of birth**. If the name shown on one of the pieces of identification presented differs from that shown on any other piece of identification presented by you, then you shall provide a certificate evidencing the change of name that has occurred or a certified copy of the certificate; or
- c. Any document from a reliable source provided that:
 - i. the document indicates your **name and date of birth**; and
 - ii. your identity is also confirmed by a customer in good standing with the Member or by an individual in good standing in the community where the BMO branch is located.

List of Eligible Piece of Identification:

1. A driver’s licence issued in Canada, as permitted to be used for identification purposes under provincial law
2. A Canadian Passport
3. A Certificate of Canadian Citizenship or a Certificate of Naturalization, in the form of a paper document or card but not a commemorative issue
4. A Permanent Resident card or Citizenship and immigration Canada Form
5. A birth certificate issued in Canada
6. An Old Age Security card issued by the Government of Canada
7. A Certificate of Indian Status issued by the Government of Canada
8. A provincial health insurance card, as permitted to be used for identification purposes under provincial law
9. A document or card, bearing the individual’s photograph and signature, issued by the government of a province, including, but not limited to the following authorities or their successors:
 - a) Insurance Corporation of British Columbia
 - b) Alberta Registries
 - c) Saskatchewan Government Insurance
 - d) Department of Service Nova Scotia and Municipal Relations
 - e) Department of Transportation and Public Works of the Province of Prince Edward Island
 - f) Service New Brunswick
 - g) Department of Government Services and Lands of the Province of Newfoundland and Labrador
 - h) Department of Transportation of the Northwest Territories
 - i) Department of Community Government and Transportation of the Territory of Nunavut

10. A Canadian National Institute for the Blind (CNIB) client card bearing the individual's photograph and signature
11. A foreign passport
12. A recent notice of tax assessment issued by the Government of Canada or the government of a province or municipality
13. A recent statement of benefits from the Government of Canada or the government of a province
14. A recent Canadian public utility bill
15. A recent bank account or credit card statement

Under provincial law, a temporary Alberta Driver's Licence, and health cards issued by the provinces of Manitoba, Ontario, P.E.I., and Nova Scotia are prohibited from being used as identification anywhere in Canada. Other identification exclusions may change from time to time.

All documents are required to be presented shall be original, valid or most current (when a utility bill, bank statement, or credit card statement is provided), and not substantially defaced.

The Government of Canada strongly recommends that you set up Direct Deposit to receive your payments for Tax Refunds, GST Rebates, Canadian Pension Plan, Old Age Security, Canada Child Tax Benefit, and Employment Insurance.

Visit directdeposit.gc.ca for more details.

3) General Terms and Conditions

- **Your account is to be used as a personal account only.** If your account is used for business purposes, we reserve the right to close the account.
- We may rely on a properly appointed legal representative who is acting for you.
- This Agreement binds your heirs, executors, legal representatives, liquidators, administrators, assigns and, in Quebec, liquidators.
- After your death, we will transfer the balance of the funds in your account to your legal representative. Your representative must first provide us with the proper legal documents.
- You agree to notify the Bank in writing of any unauthorized or forged instruments immediately upon becoming aware of them.
- You are responsible to advise us of any changes to your personal information including your civic or postal address, email address, telephone number.
- If you have authorized us to obtain a credit bureau report, we may at our discretion update this information at any future date during the time you are a Bank customer. You also agree that we may share your personal information within BMO Financial Group or with credit reporting agencies or with persons with whom you have or may have financial dealings.
- You will supply further information as we may require from time to time to keep your personal information current.
- We may report any improper or unauthorized activity (such as an overdue credit balance) that is in any way connected with your account to any credit reporting agency.
- We may apply a credit balance in any of your accounts with us against any debit balance you may have in any other of your accounts with us, including any loan, line of credit, credit card or any other type of account. We may do so without first giving you notice and regardless of whether the accounts involved are joint or individual accounts. This right is in addition to any rights that we may have at common law with respect to set-off or consolidation of accounts.
- We may close your account, or refuse to release funds in your account without notice to you, including, without limitation, if required by law or at our sole discretion if at any time you commit, or we suspect you may have committed, fraud or other illegal act, we determine that you pose an unacceptable level of legal, reputational or other risk to the Bank, you violate the terms of any applicable agreements, you use the account for any improper or unlawful purposes, there is suspicious activity in the account, or you operate the account in any unsatisfactory manner.
- Any rights and remedies set out in this Agreement do not affect any other rights or remedies that the Bank may have at common law or otherwise.
- You acknowledge that digital or electronic representations of cheques and other payment items may be made and used by financial institutions, including the Bank, and we may elect to provide such digital or electronic representations of cheques or other payment items to you, in which case the original paper item may be destroyed and not returned to you. We are entitled to act upon such a representation for all purposes as if it were the paper item.
- We may change or end this Account Agreement at any time. You agree to changes made when notice is given in our Canadian branches.

a. Deposits

- You are able to make deposits to your account at any of our Canadian branches that provide Assisted-service and at a BMO ATM or by using BMO Mobile Banking.
- We may require deposits to comply in all respects with all applicable by-laws, rules, regulations and standards of the Bank and/or the Canadian Payments Association.
- You are only permitted to deposit cheques that are payable to you to your account. If a cheque is payable to you and a third party, you must deposit these cheques at one of our Canadian branches that provide Assisted-service.
- You agree to allow us enough time to make sure the cheque has cleared before you can withdraw the amount of the cheque.
- We can apply direct deposits to your account. However, we cannot be responsible for the type or amount of the deposit, or any delay in applying or failing to apply the deposit.
- You are responsible for delivering any change in direct deposit instructions to anyone who makes direct deposits to your account.
- You are only permitted to have direct deposits applied to your account that are payable to you.
- We may debit your account for any amount of any deposit made by cheque, other negotiable instrument, or by direct deposit that is not payable to you and return the funds to the payor. We may do so without providing you with any notice.
- We may debit your account for the amount of any deposits for which we are not fully reimbursed.
- We may accept cheques from you on a collection basis. The funds will be deposited to your account only if and when payment for the cheque has been received by us from the other financial institution. We may charge a fee for cheques sent on collection, and the other financial institution may also charge associated fees. Refer to the “Additional Services and Fees” listed in this Agreement for applicable fees.
- You agree we do not have to give you or anyone else immediate notice of dishonour if an item deposited to your account has been returned to us unpaid. Notice of dishonour is adequately given by including the deposit reversal entry on the monthly statements which we send to you. You will be liable to us for the amount we charge back to your account from the date we do so. You acknowledge that foreign currency items deposited and subsequently returned may incur a foreign currency loss due to rate fluctuations. You are responsible for any differences and amounts owing as a result of a dishonoured foreign currency item.
- You certify that you have complied and will continue to comply with all applicable laws (including any laws relating to money laundering, currency and remittance controls) in connection with the money sent to the Bank by you or on your behalf.
- We may debit your account for any amount deposited to your account in error. You acknowledge that you do not acquire rights to funds deposited into your account in error merely by virtue of the fact that such deposit has been made, regardless of the length of time the funds remain in the account. If sufficient funds are not available in your account to debit your account for the amount deposited in error, you agree to pay us and you will be liable to us for any such amounts owed including any overdraft fees, together with interest at the interest rate charged by us from time to time for overdrafts.

b. Interest

- We may change interest rates or terms or both from time to time. Up-to-date information on rates and terms are available at all our Canadian branches where deposit accounts are kept, online at [bmo.com/rates](https://www.bmo.com/rates) and by calling 1-877-225-5266. Interest rates are per annum.
- Interest is calculated on the daily account closing balance, and paid monthly on the last business day of the month.
- When switching from an interest bearing account to another account type (where permissible and where the account number does not change), any accrued interest will be calculated up to, but not including, the date of the switch and will be credited directly to the new account type at the time of the switch.
- When closing an interest bearing account, any accrued interest will be calculated up to, but not including, the date of account closure and will be credited directly to the account, at the time of account closure.

c. Withdrawals

- We may reject cheques or other payment items that do not comply with all applicable by-laws, rules, regulations, and standards of the Bank and/or Canadian Payment Association.
- You are able to make withdrawals at Canadian branches that provide assisted-service by giving your request along with your BMO Debit Card or any other card issued by Bank of Montreal for this purpose, or any additional identification which we may ask you to present.

- There is a limit to the amount of money that you are able to withdraw at a branch other than your branch of account.
- We may require you to give us at least seven days notice before you make a withdrawal.
- You are able to make withdrawals at BMO branded ATMs and non-BMO ATMs in Canada, the United States, and internationally (where eligible networks are available) with your BMO Debit Card or any other card issued by Bank of Montreal for this purpose, and your Secret ID Code. Transaction limits apply.

d. Cheque Hold Policy

A cheque is not the same as cash. It is an instruction by a payor to its bank to pay you. We may hold amounts you deposit by cheque to give the payor's bank time to confirm that the payor's account has funds available to cover the cheque. Our hold periods are set out below. If we put a hold on your cheque, you cannot withdraw the amount deposited for the duration of the hold.

Please note that you should only accept a cheque from someone you can trust because the payor's bank can return it to your account at any time, even after we have removed a hold, for a variety of reasons, including because it is counterfeit, has a forged signature or endorsement, has been altered or is stolen. If that happens, we have the right to debit your account for the amount of the cheque¹. If you are unsure about a cheque, ask for payment by cash or *Interac* e-Transfer.

We may apply the same hold periods to other instruments you deposit, such as certified cheques, money orders and drafts.

Cheque deposit hold details	Hold Duration
Encoded Canadian dollar cheques, money orders and drafts drawn on a Financial Institution located in Canada	
Cheque amount for \$1,500 or less deposited in the branch with an employee	Cheques may be held up to four business days ² after the day of the deposit
Cheque amount for \$1,500 or less deposited through any other manner, including an ATM	Cheques may be held up to five business days after the day of the deposit
Cheque amount for greater than \$1,500 deposited in the branch with an employee	Cheque may be held up to seven business days after the day of the deposit
Cheque amount for greater than \$1,500 deposited through any other manner, including an ATM	Cheque may be held up to eight business days after the day of the deposit
New accounts (opened for less than 90 days)	All cheques may be held up to seven business days after the day of the deposit
Other types of Cheques	
Cheques that are endorsed more than once or are deposited six months after the date of the cheque	Cheques may be accepted for deposit at our discretion and if accepted for deposit may be held up to nine business days after the day of the deposit
Encoded U.S. dollar cheque drawn on financial institution located in Canada	Cheque may be held up to seven business days
Un-encoded or partially encoded cheque (Canadian or U.S. dollar) drawn on a financial institution located in Canada	Cheque may be held up to 15 business days
Damaged or mutilated encoded cheque (Canadian or U.S. dollar) drawn on financial institution located in Canada	Cheques may be accepted for deposit at our discretion and if accepted for deposit may be held up to 30 business days after the day of the deposit
Encoded U.S. dollar cheque drawn on financial institution located in the United States	Cheque may be held up to 30 business days
Cheques sent on collection ³	Cheque will be credited to customer account only if and when the cheque has been paid by the financial institution on which it has been drawn

We may extend the above noted hold periods for up to 90 business days after the day of deposit if we have reason to believe the deposit is being made for illegal or fraudulent purposes or we have other concerns about the cheque,

¹ Foreign currency items deposited and subsequently returned may incur a foreign currency loss due to rate fluctuations. You are responsible for any differences and amounts owing as a result of a returned foreign currency item. ² "Business" day means Monday to Friday; excluding holidays when your branch is closed. ³ Some cheques may be sent on "collection", meaning that the funds will be credited to your account only if and when BMO receives payment when the cheque drawn from another financial institution clears and the funds have been received by BMO.

including concerns regarding the image of the cheque in the case of deposits made using BMO Mobile Banking. We may also refuse to accept any cheques if we have reason to believe this. Our right to put a hold on any amount that you deposit by cheque (or other non-cash deposit), does not affect our right to refuse to release funds in your account for other reasons as described in section 3 of the Personal Account Agreement.

e. Checking your Statements and Account Information

Any statement of your account(s) will be deemed to have been delivered or given to you if sent by the Bank by ordinary mail to your last known address contained in the records of the Bank, or if sent to you electronically, through electronic channels such as BMO Mobile or BMO Online Banking including BMO Online Banking message centre or any other electronic channel we may allow you to access such documents ("BMO Digital Banking"). You will advise the Bank promptly if you have not received the statement within 10 days of the date on which you normally receive it.

You are responsible for:

- reviewing, at least monthly, debit and credit entries to your account, cheques or cheque images, vouchers and transaction information ("Account Information");
- determining the authenticity of the Account Information; and
- notifying the Bank in writing of any errors, irregularities, omissions in, or objections to, your statement, Account Information or passbook (including, without limitation, if a cheque has forged signatures, has been altered, is a duplicate, is counterfeit or is otherwise unauthorized or fraudulent) ("Notice").

This Notice must be provided to the Bank within 30 days from:

- the statement date, if you receive monthly statements; or
- the last day of the month in which the transaction was posted to your account, if you do not receive monthly statements.

In addition, you acknowledge and agree that, except as set out in any Notice provided to the Bank within the 30 day period, after the 30 day period:

- you will be deemed to have accepted your statement, Account Information or passbook as correct and to have accepted all transactions, if any, as properly charged to your account. During and after the 30 day period, the Bank may charge back amounts remitted to you for which payment has not been received;
- all amounts charged to your account are properly charged or credited, including all interest, fees and service charges, whether or not the statement discloses how interest, fees and charges are calculated;
- you have no claim that any cheques or any other payment instructions charged to the account had forged signatures, were altered, duplicated, or counterfeit or were for any reason unauthorized or fraudulent even if you or we did or did not verify the signature, instruction or authorization; and
- you release us from any claim whatsoever relating to your statement, passbook or Account Information, whether for negligence, breach of contract, breach of trust, breach of fiduciary duty, conspiracy, unlawful interference or otherwise.

f. Consent to Electronic Delivery Of Documents

These terms and conditions apply to the electronic delivery of documents to you relating to your Bank of Montreal account(s).

1. Definitions

Here are the definitions of some of the words used in this Consent.

accounts means the accounts associated with the products or services provided to you by BMO, including any replacement account (such as when your credit card is converted to a different BMO credit card) and any new accounts that we open for you in the future.

agreements means the agreements between you and BMO that govern your accounts, as amended from time to time.

BMO, we, and us means Bank of Montreal, Bank of Montreal Mortgage Corporation and BMO Trust Company.

Consent means this Consent to Electronic Delivery of Documents.

documents means the documents listed in Section 2.

email means sending messages electronically over a computer network to a designated information system or **email address**.

Message Centre means the BMO Online Banking message centre.

Digital Banking means BMO Online Banking, which can be accessed at bmo.com and BMO Mobile Banking which can be accessed through a BMO banking app.

you and **your** means each person who consents to BMO providing electronic delivery of documents.

- 2. Consent and when it takes effect:** You consent to BMO providing the following documents to you by making them available through Online Banking or email:
- i. Applications for your accounts and any related forms;
 - ii. Statements for your accounts;
 - iii. Your agreements and any changes to your agreements;
 - iv. Interest rates, fees and other items mentioned in the disclosure statements we send to you from time to time with respect to your accounts;
 - v. This Consent and any changes to this Consent; and
 - vi. Any other confirmation, notice or information that we are required by law to provide to you in writing relating to your accounts.

We will not send you paper documents, except as set out in Section 8.

If we receive your consent less than ten (10) business days before the end of an account statement period, it may not take effect until the next account statement period.

- 3. Oral consent:** If you orally consented to BMO providing you documents electronically, this confirms your consent. If you do not agree to these terms and conditions, you may revoke your consent as described in Section 9.
- 4. Electronic delivery of documents and length of time available:** When we provide a document electronically, we will do so by making it available to you through Online Banking or email. We may post a notification message to the Message Centre to tell you that the document is available. In other cases, documents may become available to you immediately as part of an Online Banking transaction or selection.

We will make account statements available through Online Banking. You may access account statements for up to seven years after they are posted in Online Banking. Some documents may be contained in Message Centre notifications. You may access Message Centre notifications for up to six months after they are posted, unless you delete them. If you want to keep a copy of any of these documents for your records, you should print or save a copy before those periods end.

Any emails we may send to you will remain available unless you delete them.

For some types of accounts or notices, we may make your agreements and any fees, interest rates and other disclosures available as a link to bmo.com through Online Banking or email. You may access the up to date version of these documents at any time. If you want to keep the versions that were in effect when you opened your account, or when you received the notice through Online Banking or email, you should print or save a copy as soon as the links are available to you.

- 5. Your obligations to access online banking and view documents:** You agree to access Online Banking at least monthly to review documents. You are responsible for printing or downloading a copy of any document for your records. If you are unable to access Online Banking for any reason, you should revoke your consent as described in Section 9.
- 6. Your obligations to check your email:** You agree to check your email including checking the junk or spam folder, at least ever two weeks to review messages or documents we may provide to you. We are not responsible for messages that your email program or other factors that may direct emails sent by us to your email program's junk or spam folders.
- 7. Your obligations to inform us of any changes to your email address:** You agree that you will inform us, without delay, of any changes to your email address. We are not responsible for any misdirected emails that may be sent to your email address on file regardless if you no longer have access to it.
- 8. Providing documents by paper:** We may provide you documents by paper delivery if we are unable to provide electronic delivery or if we otherwise consider it appropriate. Any paper delivery will be provided to you at the most current mailing address that we have on file for your accounts.

- 9. Revoking consent:** You may revoke your consent to have documents associated with all or any of your accounts delivered to you electronically at any time by updating your document delivery preferences in Digital Banking, by calling 1-877-225-5266 or by visiting any BMO branch. We accept calls made by Telecommunications Relay Service. We will confirm to you in writing that we have received your revocation and specify when it takes effect. If we receive your revocation less than 10 business days before the end of an account statement period, it may not take effect until the next account statement period.
- 10. Alerts:** In addition to Message Centre notifications, you may ask us to send you alerts through various electronic channels (for example, email, text message or other notification to a mobile device) to tell you when documents are available. You are responsible for informing us of any changes made to your contact information. Alerts may be delayed or prevented because of a variety of factors. We do our best to provide alerts in a timely manner and with accurate information, but we do not guarantee the delivery or accuracy of alerts.
- 11. Changing these terms and conditions:** We may change these terms and conditions from time to time by providing you with notice of the change through electronic or paper delivery.
- 12. Other agreements:** These terms and conditions apply in addition to your other agreement(s).

g. Fees

Please see the “Pay-per-use Fees” and “Additional Services and Fees” schedules found at the front of the booklet for more information and current charges. These fees form part of the Personal Account Agreement. We may change fees from time to time. Up-to-date information on charges is available at all Canadian branches and online at bmo.com/agreements.

- We may charge a fee for our services, and debit your account for these fees.
- We may change fees from time to time. If there are to be any increases, a list of changes will be sent to you if you receive a monthly account statement, at least 30 days before the effective date of the increase. If you do not receive a monthly account statement, we will consider that you have been provided with notice when a list of changes are posted in Canadian branches, online at bmo.com/agreements, and at BMO ATMs at least 60 days immediately before the effective date of the increase.
- Service charges and fees on U.S. Dollar Accounts are charged in U.S. dollars.
- Service charges and fees are non-refundable.
- Service charges and fees are debited to the Lead Account, identified with a descriptive message, and calculated from the first to the last business day of the month however; the debit is processed on the second business day of the following calendar month and posted to the last business day of the previous month. As a result month end balances obtained through your branch, an ATM, Telephone, BMO Mobile, or BMO Online Banking may not reflect service charge fees to be collected.
- Unless you have a separate overdraft agreement with us, you understand that you do not have the right to overdraw your account. If we allow you to have an overdrawn account, we will charge a fee for each debit transaction, plus interest calculated daily on the overdrawn balance at the prevailing overdraft interest rate, as disclosed in our Canadian branches. You must repay any overdraft balance, fee(s) and interest on demand. We may change interest rates and terms from time to time.
- We may charge you for and debit your account for any costs we incur to recover amounts that you owe us. These costs may include legal fees on a solicitor and client basis.
- We may charge you for and debit your account for any costs we incur to comply with any request issued under a statutory or court authority for information or documents respecting your account.
- We may debit your account for any taxes collectible by us on all of our products and services.

h. Inactive Accounts

Accounts with a balance of \$0 and no Customer Activity for a period of at least one year, will be closed.

i. Dormant Accounts

Accounts with no Customer Activity for two years or more, will be considered Dormant. You may choose to reactivate or close your account to avoid a Dormant Account Fee. Dormant Accounts Notices will be mailed to you after two and five years of inactivity. If notice is not acknowledged within 60 days, a Dormant Account Fee will be charged to your account after two and

five year period. If there are insufficient funds in your account to cover the fee, you authorize us to close the account without notice to you. If your account remains inactive and balance is still unclaimed after nine years of inactivity we will close your account and mail a final notice. If notice is not acknowledged by November 30 of the tenth year of inactivity, the unclaimed balance of your account will be transferred to Bank of Canada. A fee will apply at the time of transfer. The Bank of Canada will act as custodian on your behalf. To retrieve your unclaimed balance contact the Bank of Canada at:

Unclaimed Properties Office

Bank of Canada
234 Wellington Street
Ottawa, ON, K1A 0G9

Visit: unclaimedproperties.bankofcanada.ca

j. Tax Residency Requirements

Under the *Income Tax Act*, financial institutions in Canada are required to confirm if you are a resident of a foreign jurisdiction for tax purposes:

- **At the time of opening a new chequing or savings account:** if you confirm that you are a tax resident of the United States or a jurisdiction other than Canada or the United States, you may be required to provide us with supporting information. If you are unable to provide us with the information at the time you open your account, we will send you documentation in writing, either by mail and/ or electronically by email at the contact information we have on file. You must complete and return the documentation to us, including any supporting material required. To continue to provide you with uninterrupted access to your account, **we must receive the required information from you within 45 days of us sending you notice.** If you are unable to provide the required information, access to your account may be restricted.
- **Ongoing monitoring:** if at any time you update your personal information that may indicate that you are a resident of the United States or a jurisdiction other than Canada or the United States; for example, if you add a U.S. phone number or change your address to an international address, we are required to confirm if you are a tax resident of the United States or a jurisdiction other than Canada or the United States. We will send you documentation in writing, either by mail and/ or electronically by email at the contact information we have on file. You must complete and return the documentation to us, including any supporting material if required. To continue to provide you with uninterrupted access to your account, **we must receive the required information from you within 45 days of us sending you notice.** If you are unable to provide the required information, access to your account may be restricted.

If your account access is restricted, you may not be able to deposit funds (including by direct deposit) to, or withdraw funds (including by cheque, using digital banking, through an ATM, by pre-authorized withdrawal) from your account until you provide us with the required documentation.

If you have any questions, please contact your relationship manager or the branch where you opened your account.

4) Joint Accounts

The terms in this section apply only if there is more than one person applying for the account. In that case, you also agree to the terms in this section. When the terms above are not consistent with those in this section, the terms above are to be read with appropriate changes.

- You authorize us to debit your account for withdrawals, cheques, and other debit instructions, when signed by one or more of you, according to the Signing Authority in your Application. You have the following three options when choosing Signing Authority for your account:
 - (i) Any one to sign;
 - (ii) All to sign; or
 - (iii) Any number to sign when there are three or more persons on the account.
- Deposits made or endorsed by all of you will be credited to your account.
- Deposits payable to either one or more of you that are endorsed by any one or more of you will be credited to your account.
- Deposits payable to all of you and endorsed by any one or more of you will only be credited to your account if the Signing Authority matches the signatures on the item you are depositing.
- Your authorization above applies even if an overdraft is created or increased in the account.

- You authorize us to deal with any one of you for any other transactions or matters relating to the account. A stop payment order by any one of you is sufficient to end our authority to pay an item. However, we may still require all of you to sign instructions or documents in some cases.
- We may credit your account with the proceeds of any instruments, including securities, that are signed or drawn by any of you, payable or belong to any of you, or are received by us for credit to any of you. We may endorse any of those instruments for any of you. You allow us to do this, and will not hold us responsible.
- You can only receive one statement for the account. Each statement, notice, and other document sent to the address in our records for the account, is to be considered as if we sent it to each of you.
- You can only receive one statement format, either paper or electronic (“eStatement”).
If you choose to receive an eStatement, you will each have access to view, print and save the eStatement.
- If you choose to receive an eStatement, a statement, notice and other document is considered delivered when we make it available through electronic channels such as BMO Mobile or BMO Online Banking, including BMO Online Banking message centre or any other electronic channel we may allow you to access such documents.
- You are responsible individually and together (and in Quebec, solidarily) for all your obligations under this Account Agreement.
- If any of you die, you authorize us to provide to the estate representative any information related to the joint account up to the date of death. In Quebec the liquidator of an estate is entitled to all account information up to or after the date of death.

In all provinces and territories except Quebec, a joint account has a right of survivorship, unless you indicate “*No Right of Survivorship*” under Form of Co-Ownership in the account opening form.

If your joint account has a right of survivorship, you acknowledge that the money in your account belongs to all of the joint account holders jointly and if you die:

- the money in your account will automatically become the property of the surviving account holder(s). It will not become part of your estate.
- the surviving account holder(s) can withdraw the money in your account according to the Signing Authority for the account.
- if there are too few surviving account holders to meet the Signing Authority requirements for your account, we will act on the signatures of all of the survivors.
- after the death of the last survivor, we will transfer the funds in the account to the legal representative of the last survivor.

In Quebec, there is no right of survivorship for joint accounts. However, joint account holders who are spouses or former spouses including married, civil union and de facto spouses (each a “Joint Owner” and collectively the “Joint Owners”) can make a declaration regarding their respective share of funds in the balance of a joint deposit account (i.e., chequing or savings account) (each an “Account”) for remittance by the Bank upon the death of a Joint Owner. The declaration will be used only for the distribution of funds upon the death of a Joint Owner. If the Joint Owners fail to or elect not to make such a declaration, a default share of 50 per cent belonging to each Joint Owner will be applied to any funds in an Account at the time that the Bank is notified in writing of the death of a Joint Owner. The Bank will remit the respective share of each Joint Owner in an Account balance accordingly, upon receiving a request in writing from the succession liquidator of the deceased Joint Owner or from the surviving Joint Owner with proof of death. Amounts may be deducted from an Account balance to pay outstanding interest, bank fees and other charges before the remittance of the funds. The Joint Owners can make or change a previous declaration regarding their respective share of funds in an Account balance at any time by completing a declaration form provided by the Bank. Each Joint Owner must sign the declaration form. The Joint Owners have the responsibility to inform the Bank of any changes to their respective share in the Account balance.

5) Savings Builder Account

With a Savings Builder Account you are awarded an additional rate of interest in a given month simply by increasing your account balance by \$200.00 or more.

In this section, the following definitions apply:

Account means Savings Builder Account.

Base Interest means the rate of interest you will earn on your entire Account balance regardless of whether you increase your Account balance.

Bonus Interest means an additional rate of interest you will earn each month in which you increase your Account balance by \$200.00 or more

- Bonus Interest is available on balances up to a maximum \$250,000. To determine if you are eligible for Bonus Interest in a month, we will calculate the difference between the closing balance on the last business day of the previous month and the closing balance on the last business day of the current month. The closing balance at the end of the current month excludes Base Interest credited from the current month, Bonus Interest credited from the previous month and any withdrawal or transfer fees.
- Bonus Interest is calculated on the daily account closing balance and paid monthly on the second business day of the following month. Bonus Interest is calculated from the first business day of the month, regardless of which day you may have qualified for Bonus Interest.
- You will not qualify for Bonus Interest and will only earn Base Interest on your Account balance:
 - (i) for each month that you do not increase your Account balance by \$200.00 or more; and
 - (ii) on the portion of your Account balance that exceeds \$250,000.
- Base Interest is calculated on the daily closing balance and paid monthly on the last business day of the month.
- If you switch from a Savings Builder Account to another account type (where permissible) or close a Savings Builder Account, you are not eligible to earn Bonus Interest for that month if the Account is switched or closed before the Bonus Interest is credited, even if your Account balance increased by \$200.00 or more. You will earn Base Interest on the entire Account balance up to the previous business day of the switch or closure.
- We may change the monthly Account balance increase amount required to earn Bonus Interest at any time.
- We may change interest rates or balance tiers or both from time to time. Up-to-date information on rates and terms are available at all our Canadian branches where deposit accounts are kept, online at bmo.com/rates and by calling 1-877-225-5266. Interest rates are per annum.
- You are only allowed one Savings Builder Account in your name, regardless of whether the Account is single, 'in trust' or held jointly.

6) AIR MILES Reward Program

The AIR MILES Bank Plan provides AIR MILES Reward Miles ("Miles") if you meet the eligibility criteria. When you apply for an AIR MILES Bank Plan, you must designate either a Primary Chequing Account or a Interest Chequing Account (for existing customers) as the Lead Account to be eligible for Miles and you have one of the following Options:

- (a) to earn Miles on your account and have them credited to an AIR MILES Collector Number;
- (b) not to earn Miles on your account.

The Lead Account is the one you designate to pay any fees required by your Bank Plan for example, your monthly Plan fees and transaction fees.

- If you do not provide an AIR MILES Collector number when you apply for the AIR MILES Bank Plan, you agree that you have chosen Option (b).
- You may change your Option by providing your AIR MILES Collector Number at any BMO branch or by calling our customer contact centre and they will update your Lead Account with your AIR MILES Collector Number.
- If you have chosen Option (a) Miles will not be earned on your account until you fulfill any other eligibility criteria for earning Miles that we may require from time to time.
- You confirm that the AIR MILES Collector Number provided to us is correct.
- We will direct any Miles earned on your account only to the Collector Number you provide.
- If you have chosen Option (b), you agree that you will not make any claims against us for not having your account earn Miles.
- We decide and tell you how the Miles that we issue can be earned on your account. We may change how they are earned. We may cancel or reverse any Miles that were not properly issued or earned. Miles have no cash value.
- Miles are based on the cumulative amount of debit spend on your lead Primary Chequing Account or lead Interest Chequing Account through the month, less reversals or returns and will be rounded down to the nearest whole number. Debit spend on any additional accounts under the Plan are not eligible for Miles. Fraction of Miles will not be awarded.
- Your account(s) must be in good standing.
- Regarding all aspects of our involvement in the AIR MILES Reward Program, you agree that the rights that the Collector

for your account may have against us are no greater than the Collector's rights against LoyaltyOne, Co. ("LoyaltyOne") in the Collector's agreement with them.

- The AIR MILES Reward Program is covered by a separate agreement between Loyalty and the AIR MILES Collector for your account.
- LoyaltyOne is responsible for the AIR MILES Reward Program. You will not hold us responsible for the Program or any obligation in connection with it or its operation. If the Reward Program is changed or ended, you will also not hold us responsible. You will not make any claims against us for any matter connected in any way with the AIR MILES Reward Program.
- We decide when to report to LoyaltyOne or its agents the Miles earned on your account from us and we may give LoyaltyOne or its agents any other information reasonably required by Loyalty for the AIR MILES Reward Program. There is a processing period between the time we report the Miles earned from your account and when those Miles become available to the Collector.
- You understand that where you have chosen Option (a), and you provide an AIR MILES Collector Number that belongs to someone else, that Collector may be able to calculate the value of financial value associated with your account(s) due to the manner in which the Miles are credited.
- We have the right to terminate the Program at any time.
- You agree that we may collect and use information about the type and number of other products and services that you have obtained from other members of BMO Financial Group to determine your eligibility for additional Miles in accordance with the AIR MILES Reward Program.
- If at any time you commit fraud, violate any of these terms, or abuse your Program privileges, we may without affecting our other rights, refuse to allow you to earn Miles on your Personal Accounts.

III. Everyday Bank Plan Agreement

By applying for any Everyday Bank Plan you agree to the following terms:

1) General Terms and Conditions

- You understand and agree to the Plan terms, features and fees, which are outlined below.
- If you close your account within 14 business days, the monthly plan fee, if applicable, will be waived.
- The Monthly Transaction Limit overrides any Debit Transactions otherwise included with certain accounts and any waivers of transaction fees earned by keeping the requisite balance in the account.
- If you wish to take advantage of any credit services offered under the Plan, you may need to apply for them separately.
- You acknowledge that the services provided within your Plan are for personal use only and that excessive use of these services, as determined in our sole discretion, may result in additional charges or termination of your Plan.
- We may change or end this Agreement, and/or the Plan terms, at any time. You agree to changes made when notice is given in our Canadian branches.
- If there are to be any increases in Plan fees or changes to features that will result in fees being charged for services that may no longer be included in a Plan, a list of changes will be sent to you if you receive a monthly account statement, at least 30 days before of the increase or change. If you do not receive a monthly account statement, we will consider that you have been provided with notice when a list of increases or changes are posted in Canadian branches, online at bmo.com/agreements and at BMO ATMs at least 60 days in advance of the increase.

• Monthly Bank Plan Fee Waiver

You are eligible for the monthly plan fee waiver when:

- You choose to have the Plan fee debited from a Canadian or U.S. dollar Primary Chequing Account (the "Lead Account"); and
- You maintain the minimum daily balance for your Plan in the Lead Account at the end of each business day in the month; then
 - We will debit the Lead Account for the monthly plan fee on the last business day of the month; and
 - If the balance in the Lead Account is equal to or greater than the minimum daily closing balance, the monthly plan fee will be credited back to the Lead Account.
- The balance waiver criteria is available in section I. Fee Schedule
- If the Lead Account is in U.S. dollar then the minimum daily closing balance is in U.S. dollars.
- The Plan Fee waiver applies to the monthly plan fee. Any other transaction or services fees that are not included in your bank plan including excess item fees are not included.
- We may change the terms including the minimum balance required or eliminate this feature at any time with advance notice.

• Family Bundle

- If you are the lead accountholder with the Performance or Premium Plan (each a Bank Plan), your family members that reside at the same household as you, can open accounts under your Bank Plan with no additional monthly Plan fee.
- Member accounts are any additional accounts that are opened under the Bank Plan, held either by you, or held by your family members or jointly with your family members.
- Family Bundle allows one Lead Account and up to 19 eligible Canadian or U.S. dollar member accounts (held jointly or individually) under one Bank Plan. The Lead Account is the one you designate to pay any fees required by your Bank Plan, for example, your monthly Plan fees and transaction fees.
- You and your family member(s) share the Everyday Banking features of the Bank Plan up to Plan transaction limits, at no additional cost.
- Some additional features are only available to you, as the lead account holder and are not available to your family member(s) that are member accountholders (for example, the BMO Credit Card annual fee rebate).
- Additional charges may be incurred if the monthly transaction limits associated with the shared Bank Plan are exceeded. These fees are charged to the Lead Account regardless of the account the transaction was completed that created the charge (for example, non-BMO ATM withdrawals, paper statement fee).
- Fees for services or transactions that are not included in the Bank Plan may be charged to the account that incurred the fee.

- At any time, you and/or your family members included in Family Bundle may add accounts held individually or jointly to the shared Bank Plan according to the Signing Authority designated for the Lead Account (the Personal account chosen to be debited for the monthly shared Bank Plan fees and excess fees) provided the number of accounts does not exceed the maximum noted above.
- If there is an “All to sign” designation on the Lead Account, the Bank requires all accountholders to sign the Everyday Banking Plan: Add/Amend form.
- If you are a family member and the lead accountholder removes your account(s) from their Bank Plan, or the Lead Account is closed, you agree that we will enrol you in the Performance Plan. If you have more than one account, we can determine which account is the Lead Account at our sole discretion. You can change the Bank Plan and/or Lead Account at any time.

2) BMO Credit Card Annual Fee Rebate

a. Premium Plan Credit Card Rebate

You are eligible to receive a full BMO Credit Card (defined below) annual fee rebate (the “Rebate”) up to \$150.00 per year, when you are:

- the primary cardholder of an eligible BMO Credit Card; and
- the lead accountholder of a Primary Chequing Account, Interest Chequing Account (for existing customers) or Premium Rate Savings Account (each a “BMO Account”) with the Premium Plan (the “Plan”). The BMO account must be the Lead Account for the Bank Plan. The Lead Account is the one you designate to pay any fees required by your Bank Plan, for example, your monthly Plan fees and transaction fees.

The following BMO Credit Card products are eligible for the Rebate (each a “BMO Credit Card”):

BMO Credit Card	
\$150 Rebate on the Annual Fee • BMO Ascend™ World Elite®* Mastercard®*	\$120 Rebate on the Annual Fee • BMO AIR MILES World Elite Mastercard • BMO CashBack® World Elite Mastercard or • BMO eclipse Visa Infinite± Card

You will receive this rebate each year with a Premium Plan provided you continue to meet the Terms and Conditions.

You are limited to one Rebate per Plan, per person and this cannot be combined with any other offer. The Rebate does not apply to any fees for additional cards issued on the BMO Credit Card account. If more than one lead accountholder of the BMO Account has an eligible BMO Credit Card, only one Rebate will apply per Plan. Customers who share a Plan or open a joint BMO Account(s) will only qualify to receive one Rebate, and only the customer with the lead BMO Account may receive the rebate. If there is more than one eligible credit card account held by the lead accountholder of the BMO Account, the following criteria will be used to determine which BMO Credit Card is eligible for the Rebate:

- The BMO Credit Card with the highest annual fee will be eligible.
- If there is more than one BMO Credit Card with the same annual fee then the BMO Credit Card with the oldest open date will qualify for the rebate.
- In the unlikely event that more than one BMO Credit Card has the same open date, the BMO Credit Card with the lowest internal account number will qualify for the rebate.

The Rebate will appear on your BMO Credit Card statement within the first two statements after the annual fee is billed to the BMO Credit Card. The rebate will only be applied when you are a lead accountholder of a BMO Account with the Premium Plan at the time the BMO Credit Card annual fee is charged. If you have an existing BMO Credit Card and open a BMO Account with the Premium Plan or; if you have an existing BMO Account and switch to the Plan, the Rebate will be prorated and applied from the month the Plan fee is charged to the BMO Account. The Rebate will appear within the first two BMO Credit Card statements after the Plan is added to the BMO Account.

If you change your Plan or close your BMO Account and no longer qualify for the Rebate, we will apply the prorated annual fee from the month you no longer qualify for the Rebate. The prorated annual fee will appear on your BMO Credit Card statement within the first two statements after you no longer qualify for the Rebate.

We may change the types of eligible BMO Credit Cards and/or qualifying Plan from time-to-time without advance notice. Your BMO Credit Card account and your BMO Account must be in good standing at the time the Rebate is applied. BMO Credit Cards issued through BMO Private Banking or BMO Nesbitt Burns are not eligible. If you no longer qualify for the Rebate, we will apply the prorated annual fee from the month you no longer qualify.

We may change or withdraw this Rebate at any time without notice. We reserve the right, at our sole discretion, to suspend, disqualify, limit or revoke the Rebate for any customer we suspect of manipulating or abusing the Rebate, or its fairness, integrity or operation.

b. Performance Plan Credit Card Rebate

The Performance Plan Credit Card Rebate is effective March 3, 2020. You are eligible to receive a BMO Credit Card (defined below) annual fee rebate (the "Rebate") up to \$40.00 per year, when you are:

- the primary cardholder of an eligible BMO Credit Card; and
- the lead accountholder of a Canadian or U.S. Dollar Primary Chequing Account, Canadian or U.S. Dollar Interest Chequing Account (for existing customers) or Canadian or U.S. Dollar Premium Rate Savings Account (each a "BMO Account") with the Performance Plan (the "Plan"). The BMO account must be the Lead Account for the Bank Plan. The Lead Account is the one you designate to pay any fees required by your Bank Plan, for example, your monthly Plan fees and transaction fees.

The following BMO Credit Card products are eligible for the Rebate (each a "BMO Credit Card"):

BMO Credit Card	
<p>Partial Rebate on the Annual Fee (\$40 Rebate)</p> <ul style="list-style-type: none"> • BMO AIR MILES World Elite^{®*} Mastercard^{®*} • BMO CashBack World Elite Mastercard • BMO Ascend World Elite Mastercard • BMO AIR MILES World Mastercard • BMO CashBack World Mastercard • BMO Affinity AIR MILES World Mastercard • BMO Affinity CashBack World Mastercard or • BMO eclipse Visa Infinite[±] Card 	<p>Full Rebate on the Annual Fee (\$29 Rebate)</p> <ul style="list-style-type: none"> • BMO Preferred Rate Mastercard

You will receive this rebate each year with a Performance Plan provided you continue to meet the Terms and Conditions. You are limited to one Rebate per Plan, per person and this cannot be combined with any other offer. If the BMO Credit Card annual fee is less than \$40.00, you are not entitled to the difference between the annual fee and the \$40.00 rebate.

The Rebate does not apply to any fees for additional cards issued on the BMO Credit Card account. If more than one lead accountholder of the BMO Account has an eligible BMO Credit Card, only one Rebate will apply per Plan. Customers who share a Plan or open a joint BMO Account(s) will only qualify to receive one Rebate, and only the customer with the lead BMO Account may receive the Rebate. The lead BMO Account is the one designated to pay monthly fees for the Plan. If there is more than one eligible credit card account held by the lead accountholder of the BMO Account, the following criteria will be used to determine which BMO Credit Card account is eligible for the Rebate:

- The BMO Credit Card with the highest annual fee will be eligible.
- If there is more than one BMO Credit Card with the same annual fee then the BMO Credit Card with the oldest open date will qualify for the rebate.
- In the unlikely event that more than one BMO Credit Card has the same open date, the BMO Credit Card with the lowest internal account number will qualify for the rebate.

The Rebate will appear on your BMO Credit Card statement within the first two statements after the annual fee is billed to the BMO Credit Card. The Rebate will only be applied when you are a lead accountholder of a BMO Account with the Performance Plan at the time the BMO Credit Card annual fee is charged.

We may change the types of eligible BMO Credit Cards and/or qualifying Plan from time-to-time without advance notice. Your BMO Credit Card account and your BMO Account must be in good standing at the time the Rebate is applied. BMO employee Credit Cards and BMO Credit Cards issued through BMO Private Banking or BMO Nesbitt Burns are not eligible. We may change or withdraw this Rebate at any time without notice. We reserve the right, at our sole discretion, to suspend, disqualify, limit or revoke the Rebate for any customer we suspect of manipulating or abusing the Rebate, or its fairness, integrity or operation.

3) Features and Fees

Please see the “Bank Plan Features and Fees” schedule found at the front of the booklet for more information and current charges. These fees form part of the Everyday Bank Plan Agreement. We may change fees from time to time. Up-to-date information on charges is available at all Canadian branches and online at bmo.com/agreements.

- If you select the Practical Plan, you can have one Canadian or U.S. Dollar Primary Chequing Account, Interest Chequing Account (existing customers), BMO InvestorLine¹ AccountLink account or your BMO Nesbitt Burns Preferred Plus account and one Canadian or U.S. Dollar Premium Rate Savings Account under the Plan. One account must be designated as the Lead Account (defined below).
- If you select a Bank Plan other than the Practical Plan, you can have up to twenty Canadian or U.S. dollar accounts including BMO InvestorLine AccountLink account and/or your BMO Nesbitt Burns Preferred Plus account under one Plan. One account must be designated as the Lead Account (defined below).
- Savings Amplifier Accounts, Smart Saver Accounts and Savings Builders Accounts cannot be included as part of a Bank Plan.
- All accounts covered by the Plan are subject to the monthly transaction limit(s) for the selected Plan.
- You authorize us to debit the account that has been designated as the “Lead Account” with the monthly Plan fee as well as for each additional Debit Transaction(s) made on any of your accounts in excess of the various monthly limits within the Plan.
- If you designate a U.S. Dollar Account as the Lead Account, excess item, service and product fees are charged in U.S. dollars.
- The Plan fees are not reduced even if some of the features you have chosen are not available at your branch of account or at some of our other Canadian branches.
- If you designate a Canadian or U.S. Dollar Primary Chequing Account as the Lead Account for your Plan (Excluding Practical Plan and AIR MILES Plan), to qualify for the monthly Plan fee waiver, you must keep the minimum balance required in your Lead Account at all times throughout the calendar month. Your monthly Plan fee will be debited from your Lead Account on the last business day of the month and for each month you qualify for the waiver, the Plan fee will be credited back to your Lead Account the same day.
- If you designate a Canadian or U.S. Dollar Interest Chequing Account that was formerly an Investment Chequing Account, Chequable Savings Account, Daily Interest Savings Account, True Savings Account or Investment Savings Account as the Lead Account for your Plan, to qualify for the monthly Plan fee waiver, you must keep the minimum balance required in your Lead Account at all times throughout the calendar month. Your monthly Plan fee will be debited from your Lead Account on the last business day of the month and for each month you qualify for the waiver, the Plan fee will be credited back to your Lead Account the same day.
- Fees that apply for transactions, services, and products not included in your Plan, are not eligible for the monthly Plan fee waiver.
- Plan fees are non-refundable.
- Plan fees, and fees for products, services, and transactions not included in your Plan may be debited to the Lead Account and identified with a descriptive message. Fees are calculated from the first to the last business day of the month however; the fees may be debited up to the second business day of the following calendar month and posted (backdated) to the last business day of the previous month in which you incurred the fees. As a result month end balances obtained through your branch, an ATM, BMO Telephone, or BMO Digital Banking may not reflect Plan and other fees to be collected.
- You can change your Bank Plan at anytime. If you upgrade to a Bank Plan of a higher value, in the month that you make the change, any per-item fees for products, services, or transactions that were already debited from your account that would otherwise be waived with your new Bank Plan, may not be refunded. If you downgrade to a Bank Plan of a lesser value, in the month that you make the change, fees for products, services, or transactions will apply in accordance to the new Bank Plan, regardless of when during the month the transaction took place.

¹ BMO InvestorLine Inc.: Member of the Canadian Investor Protection Fund. Member of the Investment Industry Regulatory Organization of Canada. BMO InvestorLine Inc. is a wholly owned subsidiary of Bank of Montreal Holdings Inc.

4) Low-Cost/No-Cost Account

BMO Bank of Montreal features the Practical Plan as our Low-Cost account option offering:

- 12 debit transactions per month (using any channel including in-branch)
- maximum monthly fee of \$4 per month
- cheque writing privileges
- no extra charge for deposits, a debit card, pre-authorized payment forms, and a monthly printed or electronic statement
- imaged cheque return or viewing online

No-Cost account option offerings

The monthly fee is waived as follows:

The Practical Plan for:

- Seniors
- Beneficiaries of a Registered Disability Savings Plan (RDSP)

The Performance Plan for:

- Students and Recent Graduates
- Kids and Teens

Visit the Financial Consumer Agency of Canada's website at fcac.gc.ca to access the Account Selector Tool.

5) Discounted Banking Programs

Please see the "How to get No Monthly Plan Fee or Discounted Banking" found at the front of the booklet for more information and current charges. These fees form part of the Everyday Bank Plan Agreement. We may change fees from time to time. Up-to-date information on charges is available at all Canadian branches and online at bmo.com/agreements.

- By applying for a discounted banking program ("Program"), you acknowledge that the Program is to be used for the transactions of the eligible account holder and spouse or partner. Where an eligible account holder has a joint account with a person who is not their spouse or partner and who is otherwise not eligible for the Program, we reserve the right to withdraw or limit the benefits of the Program in respect of the account.
- All Program members must register in a branch by providing proof of age or eligibility and are entitled to one discounted Plan per individual.
- You understand and agree that failure to provide proof of eligibility for the Program or where applicable, to its continuation, may result in the end of the Program discount. The full monthly Plan fee will be applied automatically.
- Plan fees are non-refundable.

Kids

- You confirm that you are 12 years of age or under; or
- If you opened the Plan to hold account(s) in trust, you confirm that the beneficiary is 12 years of age or under.
- You understand that as of your 13th birthday (or the 13th birthday of the beneficiary of a Plan with accounts in trust), the benefits under the Program for Kids will end automatically; however, you (or the beneficiary) will qualify for the Teens discounted banking program.

Teens

- You confirm that you are between 13 and 18 years of age, or
- If you opened the Plan to hold account(s) in trust, you confirm that the beneficiary is 18 years of age or under.
- You understand that as of your 19th birthday (or the 19th birthday of the beneficiary of a Plan with accounts in trust), eligibility for the Program ends automatically and the full monthly Plan fee will be applied. Fees charged prior to providing proof of eligibility may not be refunded.

Students

- You must be a full-time student at a post-secondary university, college or registered private vocational school to qualify for the Program benefits.
- You must provide proof of registration. We may require proof of expected program completion, up to a maximum of four years, otherwise you may be required to provide annual proof of eligibility.
- Your eligibility for the Program will end in November of the year in which you are scheduled to graduate, up-to a maximum of four years. To continue your eligibility for the Program, you must provide proof of expected program completion date, or annual proof of registration by November 30 of the year in which your Program benefits end.
- If proof is not provided by November 30, the Program benefits will automatically end and the full monthly Plan fee will be applied starting in December. Fees charged prior to providing proof of eligibility may not be refunded.

Recent Graduates

- You must be a recent graduate of a post-secondary university, college or registered private vocational school to qualify for Program benefits.
- You must provide proof of graduation by November 30 of the year in which you graduate.
- If proof is not provided by November 30, the Student Program benefits will automatically end and the full monthly Plan fee will be applied starting in December. Fees charged prior to providing proof of eligibility may not be refunded.
- The Recent Graduate benefits will automatically end at the end of November 30 after the year in which you graduate, and the full monthly plan fee will be applied starting in December.

Seniors

- You confirm that you are 60 years of age or over; or, if your account is joint, one of the accountholders is 60 years of age or older.
- If we have your date of birth on file and you are in an eligible Plan, you will automatically receive the benefits under the Program within two months after the month during which you turn 60.
- If we cannot confirm your date of birth, the discount will not be applied and the full monthly Plan fee will continue to be charged. Fees charged prior to providing proof of eligibility or switching to an eligible Plan may not be refunded.
- If you open your account online, self-serve through bmo.com, you will automatically receive the benefits under the Program within two months of your account opening date. Fees charged before the discount is applied, may be refunded by contacting your branch.

Beneficiaries of a Registered Disability Savings Plan (RDSP)

- You confirm that you are the beneficiary of a Registered Disability Savings Plan (RDSP) or;
- If you opened the Plan to hold account(s) in trust, you confirm that the beneficiary of the account is the beneficiary of the RDSP.
- If you are no longer eligible for the disability tax credit, eligibility for the Program ends and the full monthly Plan fee will be applied.

Canadian Defence Community Banking Program

- Canadian Defence Community Banking (CDCB) Program is available exclusively to members (and their children, spouses and common-law partners) of the Canadian Defence Community which includes: Canadian Armed Forces (Regular and Reserve Forces, Retired and Former Members); employees of Department of National Defence (DND) and Non-Public Funds (NPF), including former employees receiving a pension; serving former RCMP Members receiving a pension and RCMP Civilian employees; serving former Canadian Coast Guard Members; employees of Military Family Resource Centres (MFRC), Defence Research and Development Canada (DRDC), Communications Securities Establishment (CSE) and Defence Construction Canada (DCC); and foreign military members directly serving with the Canadian Armed Forces.
- You confirm you are a member or a child, spouse or common-law partner of members of the Canadian Defence Community. For a proof of eligibility, you can provide Canadian Forces ID, a current paystub, a CFOne card, a pension statement, proof of enrolment at the Royal Military College, or any other form of proof of eligibility we may choose to accept from time to time.

IV. Overdraft Protection Agreement

In return for the Bank permitting you to overdraw your account(s) under the "Overdraft Protection Standard" or "Overdraft Protection Occasional", you agree to the following:

1) General Terms and Conditions

- We may debit to your account the amount of any cheque, withdrawal or other item drawn on your account and interest as provided in this Agreement. We may refuse to pay any cheque, withdrawal or any other item if the outstanding debit balance of your account exceeds, or would after payment exceed, your Overdraft Limit on the date the item is presented to us for payment.
- If more than one person has applied for the account, you are responsible individually and together (and in Quebec, solidarily) for your obligations under this Agreement. We are authorized to pay any cheques, withdrawals or other items drawn on your account which overdraw your account or which increase an overdraft in your account in accordance with the Signing Authority for your account.
- Occasional Overdraft Protection is not eligible to residents of Quebec.

2) Overdraft Limit

- You may overdraw your account to the maximum amount approved ("Overdraft Limit").
- We reserve the right to change your Overdraft Limit by giving 10 days written notice to you at your latest address on file with us.
- Even if your Everyday Bank Plan waives the fixed monthly fee and/or any per item overdraft fee for this overdraft facility, an Overdraft per item charge (OPIC) will apply to each item that creates an overdraft or when your overdraft is in excess of your Overdraft Limit.

3) Payment

- You will pay us and we will debit to your account for our overdraft fees, for paying cheques, withdrawals or other items that overdraw your account or increase an overdraft in your account. Refer to the "Additional Services and Fees" listed in this Agreement for applicable fees. Fees may be waived for select Plans. Refer to "Everyday Bank Plan Agreement" section for Plan details.
- You understand that the overdraft protection available under this Agreement is to be used solely to cover overdrafts on your account, and shall not be used as a long term facility. Until demand is made, you will make monthly deposits to your account which shall not remain overdrawn for more than 90 consecutive days.
- You will pay on demand at the branch of your account all amounts which overdraw your account and you will pay both before and after demand interest charges on all amounts which overdraw your account calculated from the date each such amount is debited to your account until the date of payment at a rate and on terms that we may from time to time establish. The current interest rate may be obtained at any of our Canadian branches or by calling 1-877-225-5266. The current terms may be obtained at any of our Canadian branches.

Examples of Interest (per \$100 of outstanding balance):

Annual Interest Rate	Monthly Interest Charge
15%	\$1.25
18%	\$1.50
21%	\$1.75

- We may charge against any other of your accounts and credit to your account any payment that you are obliged to make to us under this Agreement.
- If you fail to make any payment in accordance with this Agreement, or if you fail to do anything you are required to do under this Agreement, or if you die, have given false information, become subject to or take advantage or any law relating to bankruptcy or insolvency or for the relief of debtors, or upon attachment, execution or levy against you or your property, then we shall have no further obligation to pay any cheques, withdrawals or other items which overdraw

your account or increase an overdraft in your account and at our option any outstanding debit balance in your account shall, without limiting any of our other rights, become immediately due and payable without notice or demand.

- If any guarantor of any of your obligations under this Agreement dies or gives notice to us of termination of its guarantee, then we shall have no further obligation to pay any cheques, withdrawals or other items which overdraw your account or increase an overdraft in your account and at our option, any outstanding debit balance in your account shall, without limiting any other of our rights, become immediately due and payable without notice or demand.

4) Termination of Agreement

- Either we or you may terminate this Agreement by giving written notice to the other, but no termination will relieve you of any obligation you have to us under this Agreement until you have paid to us the outstanding debit balance of your account in full.
- If you have selected the Standard Overdraft Protection and you terminate the service, the monthly fee, if applicable, will be waived for the month in which you terminate the service.
- We may change this Agreement at any time. You agree to changes made when notice is given in our Canadian branches or in any other manner which we may determine from time to time.

V. Overdraft Transfer Service Agreement

By applying for the Overdraft Transfer Service, you have chosen:

- the “Account with Protection” to be covered;
- the “First Transfer Account”, and if you wish, a “Second Transfer Account”, from which we will transfer funds to cover the overdraft;
- the “Transfer Multiple” amount; and whether the transfer is to cover the entire overdraft, or is only to bring the overdraft within a pre-authorized overdraft limit.

And you agree to the following terms:

- We will transfer funds to your Account with Protection either to cover the entire overdraft, or to bring the overdraft within a pre-authorized limit. This depends on the option you have chosen in your Application.
- If there are enough funds in the First Transfer Account, we will transfer funds from that account, in the Transfer Multiple amount.
- If there are enough funds in the First Transfer Account to cover the overdraft, but not enough funds to make the transfer in the Transfer Multiple, we will transfer the exact amount needed, rounded to the nearest \$1.00.
- If there are not enough funds in the First Transfer Account, we will transfer funds in the same way from the Second Transfer Account.
- If there are not enough funds in either Transfer Account, but there are enough funds in both, we will transfer funds from both. We will transfer all the funds from the First Transfer Account, and the rest of the funds needed from the Second Transfer Account.
- If there are not enough funds in either Transfer Account, items drawn on your account may be returned insufficient funds.
- You will hold us harmless from all damages, losses and expenses associated with or resulting from this Service.
- You authorize us to include all fees as part of the transfer amount from the First Transfer Account and the Second Transfer Account to your overdrawn account, and then debit the overdrawn account for the fee.
- We may end this Agreement without notice if at any time there are not enough funds to transfer from the Transfer Account(s).
- We may change the fees in respect of the Service at any time with notice.
- We may change or end this Agreement in respect of the Service at any time. You agree to changes made when notice is given in our Canadian branches.

VI. Electronic Banking Services Agreement

This Electronic Banking Services Agreement (the “Agreement”) covers your use of all Electronic Banking Services (defined below). Capitalized terms used in this Agreement are defined in Section 1 below. We encourage you to review these definitions, especially for frequently used terms like “Account”, “Electronic Banking Services”, or “Secret ID Code”. These terms have very specific meanings. Understanding how defined terms are used will help you better understand this Agreement.

1) Definitions

“**Account**” means any one or more of the following that we have, at your request, linked for access with your Card:

- (i) a Bank of Montreal personal chequing account;
- (ii) a Bank of Montreal personal savings account.

“**Assisted-Service**” means transactions or Account history inquiries completed with the assistance of a staff member in a Canadian branch or through Electronic Banking Services.

“**Alert**” means a message about one or more of your Accounts which in turn may include your confidential information (for example, the Account balance or transaction details), that is sent electronically by us to you or by you to us, through one or more of the following channels:

- (i) a message that is posted in the Message Centre;
- (ii) an email message that is sent to an email account;
- (iii) a Short Message Service (SMS) or text message that is sent to a mobile phone number; or
- (iv) a push notification that is sent to a mobile device.

“**BMO Aggregation Service**” means an account aggregation service offered through BMO Digital Banking that retrieves, consolidates, organizes and presents information to you about your accounts with us and with other financial institutions that you choose to have included.

“**BMO Digital Banking**” means the online, mobile or any other digital self-service channel that we may make available to you.

“**Card**” means:

- (i) your BMO Debit Card or any other card, whether physical or digital, issued by Bank of Montreal, that we permit you to use in connection with Electronic Banking Services;
- (ii) stored value cards when used in connection with your Secret ID Code in order to access your Account; and
- (iii) in each case the numbers associated with any such card, unless otherwise specified.

“**Debit Transaction**” means a transaction that debits an Account conducted by any means of Account access, including cheques, and all withdrawals of funds, bill payments, KONEK™^s service purchase, debit card purchases, transfers of funds including *Interac* e-Transfer^{®s}, Western Union[®] Money Transfer™⁺⁺ and pre-authorized bill payments or debits.

“**Electronic Banking Services**” means the ways we may provide you with Account information electronically and the different ways we allow you to access an Account using your Card or Secret ID Code, including:

- (i) Bank of Montreal's Telephone Banking Services and any other Telephone Banking Service we may make available, which includes instructions given orally or through the use of an interactive voice response system (such as pressing the number buttons on a touch tone telephone);
- (ii) BMO Digital Banking;
- (iii) Alerts;
- (iv) BMO ATMs, or other ATMs that we approve for use, including devices for loading stored value cards;
- (v) point-of-sale or debit card terminals at locations that permit you to use your Card to make direct payment transactions from, to, or in connection with an Account;
- (vi) any account and information aggregation or consolidation services we make available;
- (vii) any other electronic channels that we may enable you to use by means of your Card or Secret ID Code or otherwise.

“**Electronic Transaction**” means the following:

- (i) transactions with respect to an Account, including deposits, withdrawals, transfers or payments (including bill payments and direct payment and point of sale transactions), cheque stop payment instructions, KONEK service purchase, and other transactions with respect to an Account that we may permit through Electronic Banking Services;

- (ii) applications for investments, mortgages, loans and other types of credit; and
- (iii) other transactions, services or information that we may make available.

“**Message Centre**” means a secure online location accessible through BMO Online Banking Services, or any other digital self-service channel that we may make available to you, where you and the Bank may exchange communications.

“**PIN**” means a personal identification number.

“**Recipient**” is any person who receives money through the BMO Global Money Transfer Service.

“**Secret ID Code**” means your PIN, password, challenge questions and responses, biometric information, or other identification code (whether provided to you by us or selected by you), which is used, together with your Card or alternate mutually agreed upon form of identification.

“**Third-Party Aggregator**” means a third party who provides a Third-Party Aggregation Service. A Third-Party Aggregator does not include a third-party that we retain to assist us in providing a BMO Aggregation Service.

“**Third-Party Aggregation Service**” means a third-party account aggregation or personal financial management service whose activities may include retrieving, consolidating, organizing, and presenting information to you about your accounts with us and with other financial institutions.

“**Verification Code**” or One Time Passcode means a Verification Code that we may send to you to your registered mobile phone number via SMS (short message service/ text message) or email address when you initiate a call with us to the Customer Contact Centre or when you contact or visit your branch. We may send you a Verification Code via SMS, automated voice call, email, or push notification to your mobile device to validate your identity and provide another layer of protection when completing transactions online.

2) Use of Electronic Banking Services

- Your use of Electronic Banking Services will show that you have received, understood and agreed to this Agreement. You will use Electronic Banking Services in accordance with our directions in this Agreement, or as otherwise communicated to you from time to time.
- You authorize us to accept without any further verification, and you agree to be responsible for, all instructions for Electronic Transactions via Electronic Banking Services, when accompanied by your Card and/or Secret ID Code.
- Except as shown in Section 14, “Your Liability”, the use of your Card or Secret ID Code by you, or by any person with or without your knowledge or consent, in connection with an Electronic Transaction, binds you legally and makes you responsible as if you had given signed instructions to us.
- We may verify communications, or the source of the communications, before we accept them, but we are not obligated to do so.
- If you use Electronic Banking Services to make bill payments, it is your responsibility to ensure that the billing information (such as biller name and billing account number) you provide to us is accurate and up-to-date at all times and the amount of the bill payment is correct. You consent to us exchanging billing information with your billers to ensure that your billing information is accurate and up-to-date. We have no obligation to seek updates to your billing information from any billers and we are not liable to you for any loss, penalties, fees, interest, costs, damages or claim that may arise as a result of us not having obtained or received your accurate and up-to-date billing information.
- If you use Electronic Banking Services for *Interac* e-Transfer, you agree that, it is your responsibility as a sender to (a) provide the accurate email address of the recipient; (b) create an effective security question and security response that is known only to you and the recipient, and (c) not to email the response to your recipient or include the response in the *Interac* e-Transfer message field. As a recipient, you agree to keep the answer to the security question confidential at all times and to use it only as required to receive the *Interac* e-Transfer.

3) Timing of Electronic Transactions

- We will process Electronic Transactions made on a weekend or holiday on an Account on the day you make the transaction. We may, however, require up to five business days:
 - (i) to process any deposit, including any transfer between Accounts; or
 - (ii) to act on bill payment instructions.

- When you make a purchase online or in-store that is outside of Canada that is processed through the Mastercard®* network, we will place a hold on your Account for the value of the transaction for up to five business days. We will remove the hold when the transaction is posted to your Account or after five business days, whichever is shorter. Your transaction may take up to 30 days to be processed. You must have sufficient funds in your Account when your transaction is posted to ensure that your account does not go into overdraft.
- When you make a purchase using KONEK, we will place a hold on your Account for the value of the transaction for up to seven business days. We will remove the hold when the transaction is posted to your Account or after seven business days, whichever is shorter.
- When you make a purchase at a transit agency, transactions may not be posted to your Account right away. A hold will be placed on your Account for the value of the transaction for up to five business days. The hold will automatically be removed once the transaction is posted to your account.
- We may decline or delay acting on an Electronic Transaction for any reason; for example, if the instructions are incomplete, ambiguous or cannot be carried out due to insufficient funds or otherwise, or if we doubt their authenticity or their lawfulness.

4) Instructions by Fax or Verbally by Telephone

- We may tell you that we are willing to accept faxes (communications transmitted by facsimile) at designated telephone numbers.
- In addition to communications by voice and mail, you authorize us to communicate with you through online notices as well as through the following channels at such numbers or addresses as you provide to us: fax or email message.
- Faxed instructions are Assisted-Service Debit Transactions, and fees will be assessed accordingly if not covered by your Everyday Bank Plan.
- We do not accept instructions provided by email.

5) Foreign Currency Transactions

When you complete transactions with your Card in a currency other than Canadian dollars, the exchange rate for converting the transactions to Canadian dollars is the rate charged to us by Mastercard International on the date the transaction is posted to your account, plus 2.5% for purchases and minus 2.5% for refunds. For foreign currency transactions other than U.S. dollars, the amount is converted first to U.S. dollars and then to Canadian dollars.

6) Alerts

- We currently offer the following types of Alerts:
 - (i) Low Account balance;
 - (ii) Deposits to your Account;
 - (iii) Withdrawals from your Account;
 - (iv) When eStatements are available on your Account;
 - (v) Compromised BMO Debit Card; or
 - (vi) When your email address or mobile number is changed.
- You will be automatically enrolled in low Account balance Alerts for your Accounts (including joint Accounts). These Alerts will be sent to the email account and/ or mobile number (text message) that you have provided to us as part of your contact information.
- You will receive a low Account balance Alert when your Account balance falls below the threshold you designate in Digital banking, or \$100, if you do not choose an amount.
- We may enrol you automatically in other Alerts at any time.
- If you are enrolled in Alerts and your Account is joint, you will receive an Alert for transactions conducted by other accountholders. If the other accountholders are enrolled for Alerts, they will receive Alerts for transactions you may have conducted.
- You are responsible for ensuring that the email address or mobile phone number you provide to us for the purpose of receiving Alerts are accurate and up to date at all times.
- If you share an email address or mobile device with a third-party, you acknowledge that they may have access to Alerts delivered to you by email, SMS or push notification.

- If you register for Alerts, and you dispose of your mobile device, you are responsible for notifying us of the change, and deleting the device as a delivery method for Alerts.
- We cannot guarantee the timing of delivery of Alerts.
- You are responsible for all fees charged by your mobile device service provider including standard messaging and data charges. If you cancel your mobile phone number or change your email address, you are responsible for deleting all Alerts delivered to that mobile phone number or email address.
- Alerts are provided as a convenience to you for information purposes only. You agree that we are not liable to you for any loss or claim that may arise as a result of Alerts sent to you.
- Alerts may not be available for use outside of Canada.
- You can manage your Alert subscriptions including dollar thresholds, delivery method or opt out of certain or all Alerts through Digital Banking at any time.
- You cannot opt out of Alerts for changes to your email or mobile number.
- We may change the types of Alerts or delivery methods available for your Account at any time without advance notice. We will provide up-to-date information on our website at bmo.com/alerts.

7) Verification Codes

- We may send you a Verification Code from time to time to validate your identity and provide another layer of protection when:
 - You are completing transactions online using BMO Digital Banking
 - You call the Customer Contact Centre or when you contact or visit your branch to request Account details and/ or complete financial transactions.
- We may send you a Verification Code via SMS, automated voice call, email, or push notification to your mobile device.
- You are responsible for ensuring that your email address or mobile phone number is accurate and up to date at all times to receive Verification Codes.

8) BMO Digital Banking

- You must be registered for BMO Online Banking Services, and have set up your enhanced sign-in security to use any other BMO Digital Banking Services.
- You are responsible for all fees charged by your mobile device service provider including standard messaging and data charges.
- BMO Digital Banking may not be available for use outside of Canada.

9) Personal Financial Money Management

We may provide you with access to personal financial money management tools (each a “Tool”) through BMO Digital Banking. These Tools are provided to you as a courtesy. Calculations that are provided are for illustration purposes only and are not warranted to be accurate or complete. The results presented in a Tool are based on certain assumptions used in the calculation models and (depending on the Tool) your BMO bank account data and/or the information you enter in that Tool. The information presented by a Tool is intended for our customers only.

The Tool aggregates anonymized data entered into the program, which is compiled without identifying you. The aggregated data is then used to establish benchmarks within the Tool.

10) BMO Aggregation Services

- We may offer BMO Aggregation Services.
- For us to access your accounts at other financial institutions, you may be required to provide us with your log-in information at those financial institutions, such as your client identification number, user name, access code, password, or other authentication criteria. It is your responsibility to review your agreements with other financial institutions to determine whether disclosure of your log-in information to parties that offer account aggregation services is allowed, what the consequences of such disclosure may be and your liability in connection with such disclosure.
- We and our service providers will store your log-in information in encrypted form.
- We will retrieve transactional and balance information, but not any other information, from your other financial institutions. You must access the website or online service of the other financial institutions to view other information such as notices, disclosures or disclaimers.

- You authorize and direct us to do, on your behalf, everything necessary to provide the aggregation service to you and to retrieve, consolidate, organize and present aggregated information to you, which may include visiting the website of your other financial institutions and providing your log-in information as required to access, retrieve and download your information. You confirm that you have the right to give us this authorization and direction.
- You understand and agree that the information that we retrieve for you from other financial institutions is prepared by them and that we are not responsible for the completeness or accuracy of that information. We and our service providers will not be liable to you for any damages resulting from the use of or the inability to use a BMO Aggregation Service or the inaccuracy or incompleteness of data.
- You indemnify us and our service providers against any third-party claims arising from your use of a BMO Aggregation Service.
- If you choose to include any foreign currency Accounts in your use of a BMO Aggregation Service, the value of these Accounts will be displayed in Canadian dollars and will be an estimate, for illustration purposes only.

11) Third-Party Aggregation Services

If you choose to share your Secret ID Code, Card number or personal information with a Third-Party Aggregator or other third-party service provider, you acknowledge and agree that:

- we are not responsible for helping the Third-Party Aggregator or other third-party in any way and are not responsible for the information retrieved by the Third-Party Aggregator or other third-party;
- we are not responsible for any losses that may result from you sharing your Secret ID Code, Card number or personal information or using the Third-Party Aggregation Service. You could lose some or all of the money in your Account(s), including any amount available under any line of credit, through the loss, theft or unauthorized use of your Secret ID Code or Card number. The loss, theft, or unauthorized use of your Secret ID Code or Card number could also permit unauthorized persons to have access to your personal information and Account information and to use such information for fraudulent purposes including identity theft;
- you are responsible to review the security and privacy terms and conditions and privacy policy of the Third-Party Aggregator or other third-party and to determine what your liability will be in connection with the Third-Party Aggregation Service;
- you will change your Secret ID Code immediately when you end the Third-Party Aggregation Service; and
- we have the right to prevent Third-Party Aggregators or other third-parties from accessing your Accounts.

12) Keeping Your Secret ID Codes and Card Number Confidential

- You must keep your Secret ID Code and Card number confidential. They must only be used in connection with services you are certain come from us (or our subsidiaries or authorized service providers), including BMO Digital Banking and Telephone Banking Services, and our account and information aggregation or consolidation services.
- You must not keep any record of a Secret ID Code in close proximity to, or with, any Card at any time. When selecting your own Secret ID Code, do not use number combinations that can easily be guessed by someone else, such as your birth date, address, telephone number or other such information that is easy for other parties to obtain.
- When inputting your Secret ID Code into an ATM, point-of-sale or debit card terminal, telephone or computer, or mobile device, you must take reasonable precautions, such as ensuring that no one is watching you by using your body or hand as a shield to conceal your Secret ID Code from the view of others.
- We encourage you to be cautious of emails, text messages, web sites, online services, callers or other parties pretending to be Bank of Montreal (or a subsidiary) and which:
 - ask for your Secret ID Code, Card number or other personal information; or
 - offer to bring together, summarize, aggregate or consolidate your financial data and other information that is currently available to you online, such as the balances and transactions history on your Accounts, credit cards, or trading and investment accounts. We caution you that there are many web sites offering account consolidation or aggregation services that are not related to us and that giving your Secret ID Code or Card number to these web sites may expose you to losses from an Account or theft of your personal information for which we will not be responsible. Only trust our genuine web site or telephone system and operators.
- Some mobile devices allow you to use biometrics like fingerprints, facial recognition or retina scan, (any type of “Biometric Recognition”) to unlock your device and assign the same recognition feature to applications like BMO Digital

Banking. Because Biometric Recognition may be assigned to the device and not to each individual user or application, you should not use Biometric Recognition as your Secret ID Code if you share your mobile device with anyone else.

13) Your Reporting Obligations

You must notify us as soon as you become aware of learning of any of the following:

- (i) the loss, theft or misuse of your Card;
- (ii) that your Secret ID Code was disclosed to, or obtained by, anyone else or may be known by anyone else;
- (iii) that unauthorized use of Electronic Banking Services may be occurring;
- (iv) the loss, theft, or misuse of a mobile device that you registered with us for Electronic Banking Services; or
- (v) a situation where you have been the victim of fraud, theft, trickery including (but not limited to) phishing, vishing and smishing, force or intimidation.

14) Your Liability

(i) Authorized Electronic Transactions

You are responsible for the full amount of all authorized activity resulting from the use of your Account or Secret ID Code by any person. Careless handling of your Card or mobile device that you registered with us for Electronic Banking Services, or Secret ID Code can result in serious financial losses.

(ii) Unauthorized Electronic Transactions

- Under BMO Digital Banking Security Guarantee, you will not be liable for any losses from the unauthorized use of your Account, Card (including contactless or PIN-less payments), or Electronic Banking Services due to circumstances beyond your control. These are situations where you could not have prevented, and did not contribute to, the unauthorized use of your Account. Such circumstances include any errors we made, technical problems or system malfunctions. You may be liable for all losses from unauthorized use of your Account if you:
 - (i) contributed to its unauthorized use;
 - (ii) disclose your Secret ID Code, Card number or other personal information to any other person, including, without limitation, any person pretending to be Bank of Montreal; or any Third-Party Aggregator;
 - (iii) used a PIN combination selected from your name, telephone number, date of birth, address, or Social Insurance Number;
 - (iv) did not use reasonable care to safeguard your Secret ID Code;
 - (v) did not keep your Secret ID Code separate from your Card;
 - (vi) did not comply with your reporting obligations in Section 13 of this Agreement unless there were exceptional circumstances for your failure to do so; or
 - (vii) shared a mobile device that you registered with us for Electronic Banking Services.
- In those cases, your liability may exceed the funds in an Account, your credit limit or any daily transaction limits. In other words, your liability will not be limited by your Account balance, your credit limit or any daily transaction limits.
- You must cooperate and assist in any investigation that we initiate into the unauthorized use you reported to us. This cooperation may include filing a report with law enforcement authorities or providing proof of a malicious attack on impacted devices.

(iii) Alerts

- You accept the risk that a Alert may be delayed, inaccurate, not delivered, lost, intercepted, reviewed or altered or deleted by a third party.
- You agree that a Alert does not constitute a bank record for an Account. You are responsible for monitoring all Account activity and ensuring you have sufficient funds for any Debit Transaction.

(iv) Verification Codes

- You acknowledge that we will never provide you with or ask you for a Verification Code when making an unsolicited phone call. Furthermore, you agree that you will never provide a caller with a Verification Code if you receive an unsolicited call claiming to be from BMO and/ or the person is claiming to be an employee of Bank of Montreal.
- If you receive an unsolicited call, voicemail, email or text message from someone claiming to be from BMO asking for a Verification Code, you must notify us immediately.

(v) Compliance With Section 13

You will not be liable for losses that occur after you have complied with your reporting obligations in Section 13 of this Agreement.

15) Limitation of Our Liability

- We will not be responsible or liable for any delay, damage, loss or inconvenience you or any other person may incur or experience if any of the following occur:
 - (i) you are unable to access Electronic Banking Services in the event of any malfunction;
 - (ii) we do not receive your instructions;
 - (iii) there is any delay in the processing of any Electronic Transaction;
 - (iv) we decline to act on your instructions;
 - (v) your use or reliance on information contained in or omitted from any Alert sent to you; or
 - (vi) any Alert is delayed, inaccurate, not delivered, or lost, intercepted, reviewed, altered or deleted by a third party.
- We will not be responsible or liable for the release of any information about you before you notify us in accordance with Section 13 of this Agreement of the theft or loss of your Card or a mobile device that you registered with us for Electronic Banking Services, or if the confidentiality of your Card number or Secret ID Code is compromised.
- We will not be responsible or liable for any loss or damages you may incur in using any software or assistance from third parties that we may make available to you.

16) Contactless Payments

Some Cards may allow you to make contactless or PIN-less transactions in Canada, by tapping your Card where contactless payments, such as *Interac Flash*^{®s} are accepted. Per-transaction and cumulative limits apply. Upon request, this feature can be deactivated.

You may also use a digital wallet on your mobile device to make contactless or PIN-less transactions in Canada with some Cards. Per-transaction and cumulative limits also apply. You can remove this feature by removing the Card from your mobile device. Terms of use governing your use of a digital wallet can be found at bmo.com/digitalwalletterms.

17) BMO Mobile Cheque Deposit

- **Eligible Items:** You may use this service to take an image of original paper items such as cheques, certified cheques, money orders and bank drafts issued by a Canadian financial institution or provincial, territorial or federal government, in Canadian dollars, that are payable to you, to deposit those items to your designated Account.
- **Using This Service:** To use this service, you must have, at your own expense, access to the Internet, a compatible smartphone or device, hardware, operating systems and software, and which have not been altered from manufacturer specifications. You must download the version of the BMO Mobile Banking App appropriate for your smartphone or device. We are not responsible for hardware, operating systems and software needed to operate the service. We may make changes to the service without notice to you including discontinuing your access to this service, and these changes may result in your smartphone or device, hardware, operating systems and software no longer being compatible with the service. You agree to use the service only to deposit eligible items, while you are physically located in Canada, and only through cellular or Wi-Fi networks in Canada.

If you are depositing the item to a joint account, you may only use the service if the item is payable to you and/or your joint account holder and the account is not an all to sign deposit account.

You agree to not use the service to deposit any item that is prohibited by this Agreement or in violation of any applicable law or rule, including any item that:

- (i) is payable to someone else and endorsed over to you;
- (ii) has already been deposited;
- (iii) contains an alteration, or which you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the item is drawn;
- (iv) is postdated or dated more than six months prior to the date of deposit;
- (v) is subject to a stop payment order;

(vi) is from an account that has insufficient funds; and

(vii) has any restrictive endorsement or any other endorsement that is not in accordance with these terms and conditions.

You agree to take all necessary precautions to prevent any other person from using the service to deposit items to your Account and to comply with these terms and conditions, all applicable rules, laws, and regulations and provide any further documentation which we may reasonably request.

- **Procedures:** For each eligible item, you must provide a legible image of the front and of the back of the original item, and not an image of a photocopy, PDF or other printout. The images must correspond to the original, comply with the Canadian Payments Association Rule A10 or other applicable laws and any standards we establish, and include, at a minimum the:
 - (i) date;
 - (ii) name of the payee and drawee institution;
 - (iii) amount in words and figures; and
 - (iv) drawer's signature and magnetic ink character recognition (MICR) information (which typically appears on the cheque).

You agree you will retain the original item in a secure place for 14 calendar days following the deposit date and promptly send it to us upon request, and destroy the item promptly after the 14 day period and no later than 120 calendar days after the deposit date.

You agree that when you transmit images of an eligible item to us, you are acting as our agent and that you will not delegate this role to anyone else, and each image we accept for the purpose of clearing and settlement of the item under the applicable Canadian Payments Association rules will be treated as an eligible bill under the Bills of Exchange Act. All requirements applicable to the deposit of an original item and the terms of this Agreement and any other agreement regarding your Account, including the Cheque Hold Policy, apply to eligible items deposited with this service and the eligible items will be treated as if the original item had been deposited at a Canadian branch or ATM.

We may also impose limits on the dollar amount of items and/or number of items which can be deposited. If you attempt to make a deposit in excess of these limits, we may reject your deposit.

- **Deposit Date:** If we receive the images on or before 11:59 p.m. Eastern Time (ET) on a business day, we will consider that day to be the deposit date. If we receive the images after 11:59 p.m. ET, on a weekend, or a statutory holiday observed by your branch of account, the next business day will be considered the deposit date.
- **Fees and Charges:** When you use the service, no charges apply to deposit items into a personal deposit account.
- **Rejected and Returned Items:** You agree that we may reject any item deposited using the service at our discretion. For example, an item may be rejected by us if we determine it was not eligible for deposit or may be returned by another financial institution due to poor image quality, insufficient funds, alteration or other reason for which the item may not be processed. We may recover applicable funds from you or reverse the credit made to your Account. Any credit made to your Account will be subject to the final payment of the item and subject to the terms of the Agreement. If the deposit amount does not match the amount of the image, we may adjust your Account to reflect the amount on the image received.

You agree that we are not liable for any damages resulting from a rejected or returned item, the delayed or improper crediting of an item or inaccurate information you provide us regarding an item. You agree to be responsible for any costs relating to obtaining a replacement item in the event we require you to re-transmit images or provide a replacement item. We are not responsible for images that we do not receive.

18) BMO Global Money Transfer

- **Introduction:** BMO Global Money Transfer Agreement ("Agreement") applies when you send an international bank to bank funds transfer known as BMO Global Money Transfer ("BMO GMT").
- **Recipient Information:** When you send any BMO GMT, we, or an Intermediary (defined below) may ask you to provide information about the BMO GMT and we may require additional information from you to process the BMO GMT. You are responsible for providing correct information relating to the Recipient and the financial institution you have indicated where the Recipient should receive the BMO GMT deposit (the "Recipient Bank"). We nor any Intermediary

are responsible for confirming or verifying the accuracy and completeness of any information you provide. We and the Recipient Bank may rely solely on the account number that you provided to complete the BMO GMT. “Intermediary” means any person or persons receiving or handling funds for us or the Recipient including but not limited to other financial institutions (including the Recipient Bank), payment or clearing networks and their respective agents and service providers.

- **Making a BMO GMT request and Timing of Receipt:** BMO GMT is available through self-serve, digital banking channels, such as Online Banking and Mobile Banking. You can send a BMO GMT from a BMO Canadian dollar bank account to any country and currency that we may offer through the Service. You can select a BMO U.S. dollar bank account when you send a BMO GMT to a Recipient to the United States only. When you initiate a request for a BMO GMT, we will immediately withdraw the amount of the BMO GMT from your BMO Bank Account (“Account”) and request the Recipient Bank to pay this amount to the Recipient at the Recipient Bank. The Recipient receives funds into their account within two to five business days. However, we make no representations or warranties on the timing of delivery of the BMO GMT to the Recipient as this is determined by the policies, procedures and services of Intermediary and the Recipient Bank.
- **Fees and Interest:** You agree to pay us a service fee when you send a BMO GMT which is non-refundable unless the BMO GMT is rejected or returned. Fees may change from time to time at our sole discretion with advance notice. Some BMO Everyday Bank Plans may include this service at no additional charge. For information on BMO GMT fees please refer to the Agreements, Bank Plans and Fees for Everyday Banking booklet. Additional fees and/or taxes may be deducted from the BMO GMT amount by Intermediary or the Recipient Bank. This is reflected in the price we quote for the Requested Currency of the BMO GMT you request and whenever we apply our rates of exchanges in accordance with this Agreement. No interest is earned by you or paid by us on funds in transit in connection with the BMO GMT.
- **Foreign Exchange:** If you request that the amount of BMO GMT be made in a currency other than that of your Account (the “Requested Currency”), we will convert the funds into the Requested Currency. The rate of exchange will be our rate, established at the time the funds are converted. Our rates of exchange are subject to change at any time without any advance notice. We make no representations or warranties that the BMO GMT will be received by the Recipient in the Requested Currency. You accept all risk of all fluctuation of exchange rates between the date we accept your BMO GMT request and the date of payment to the Recipient or date of refund to you. If payment cannot be made for any reason in the Requested Currency, you authorize payment in the currency of the place of payment at either the relevant Intermediary’s or Recipient Bank’s spot rate of exchange for its sale of currency of the place of payment in exchange for the Requested Currency (such exchange, a “Local FX Conversion Transaction”). We may earn income from the difference between the prices we bid to buy and offer to sell foreign currency (the “spread”). The spread may differ from time to time across currencies. The spread can increase or decrease without any prior notice. The spread is reflected in the price we quote for the Requested Currency of the BMO GMT you request. The price of any Local FX Conversion Transaction may also include a foreign conversion fee charged by the relevant Intermediary or Recipient Bank. You agree that any fees charged by the relevant Intermediary or Recipient Bank may be deducted from the amount of the BMO GMT sent and the funds deposited into the Recipient’s bank account.
- **Intermediaries:** We may engage Intermediaries selected in our sole, unfettered and complete discretion to provide you with the Service. We shall not be liable to you for any such selection made by us, the Recipient, or another Intermediary.
- **No Cancellation or Change to a BMO GMT.** Once you request us to send the BMO GMT and the funds and fees have been withdrawn from your Account, your request to send the BMO GMT may not be cancelled or changed.
- **Declined, Unclaimed, or Incomplete BMO GMT:** If the BMO GMT is declined or unclaimed by the Recipient, or is not completed, we shall use our best efforts to attempt to obtain a refund at your request from the Recipient Bank. If all or some of the BMO GMT funds are returned, we will convert the funds from the Requested Currency to the currency of your Account. If there is a difference in the Requested Currency foreign currency exchange rate between the rate you were provided when you sent the BMO GMT and the rate when we credited your Account, we will only credit you the difference if it results in a loss to you. We will not pay you the difference if it results in an overage or credit. We are not liable to refund you any amount that was not refunded to us.

- **Governing Law:** This Agreement will be governed by and interpreted in accordance with Canadian federal law and the laws of the province or territory in which you live or, if you do not live in Canada, the applicable laws of the province of Ontario. You agree to submit to and be bound by these laws and the courts of that province or territory in the event of any disputes arising in connection with the Service or this Agreement.
- **Settlement Rules and Applicable Laws:** You agree that your request to send a BMO GMT and our ability to complete it will be subject to Settlement Rules and Applicable Laws and that we and/or any Intermediaries may take any steps they consider necessary to comply with the Settlement Rules or Applicable Laws. “Applicable Laws” means laws, regulations, orders, guidelines or directives of foreign or domestic governmental authorities or regulatory bodies that apply to us or Intermediaries, whether or not these have the force of law. “Settlement Rules” means the rules, procedures, internal policies, standards or bylaws used by Intermediaries or us, or to which Intermediaries or we may be subject.
- **Consent to Disclosure:** In order to comply with the Settlement Rules or Applicable Laws, we or any Intermediary may disclose any information about you and the Recipient to an Intermediary or to a foreign or domestic government authority or regulatory body. On behalf of you and the Recipient, you i) consent to such disclosure, and ii) acknowledge that the confidential information may be accessed by foreign or domestic authorities or regulatory bodies as a result. You confirm that you have the authority to make such consent and acknowledgements on behalf of the Recipient.
- **Important Service Restrictions:**

General: You acknowledge that the Service may not be available, in whole or in part, in certain regions, countries, or jurisdictions. We are not obliged to process any particular transaction. When you request to send a BMO GMT, we may, in our sole and unfettered discretion, choose whether or not to accept your request to send the BMO GMT. If we decide not to process the BMO GMT, we will notify you and repay to you the BMO GMT amount and any fees that we charged and collected from you. If you successfully request to send the same BMO GMT that we previously decided not to process, you are solely responsible for any loss related to a difference in foreign currency exchange rates.

Cancelling/Suspending the Service: We may suspend or cancel your ability to use the Service or decline to complete the BMO GMT for any reason without notifying you in advance.

Third Party: A third party (including an Intermediary and Recipient Bank) may set limits on the BMO GMT, including the amount of money you are allowed to send, the amount of money the Recipient is allowed to receive or the currency in which the funds are received when you send the BMO GMT.

Person-to-Person transactions: You are only permitted to use this Service for person-to-person payments. You should only use the Service to send money to people that you know. We are not responsible for, the quality or delivery of goods or services that you pay for using the Service. You accept that using the Service to pay for goods and services is at your own risk. Using this Service as a method of payment for commercial transactions is prohibited. For greater certainty, the use of this Service is not permitted for payments by and to anyone that is not a natural person.

Acting on Your Own Behalf: You and the Recipient will only act on your own behalf. You may not request to send a BMO GMT on behalf of a third person.

Unauthorized Transactions: You may not use the Service in violation of this Agreement or applicable laws, rules or regulations. If we become aware that you use the Service in connection with illegal conduct, we may report you to law enforcement.

Restricted Activities: In connection with your use of the Service, or in the course of your interactions with us, a user or a third party, you will not:

 - Breach this Agreement, or any other agreement between you and us;
 - Provide false, inaccurate, or misleading information; and
 - Use any automatic device, or manual process to monitor or copy our website.
- **Changes/Termination:** We may change any of the terms of this Agreement, and/or Service features or terminate this Agreement for any reason at any time with or without advance notice. By using this Service, you agree that you have read and agree to be bound by the most current version of this Agreement and replace all other versions you have with us.
- **Waiver:** Our failure to exercise or delay in exercising any rights does not waive any default or prevent us from enforcing those rights later.

- **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, this will not affect the validity of enforceability of the other provisions of this Agreement.
- **Conflict:** If there is a conflict between a term in this and any other agreement(s) you have with us, the terms of this Agreement will apply to the extent necessary to resolve the conflict.

19) We May Charge for Services

We may charge fees for Electronic Banking Services and Electronic Transactions. Please see the fee schedules entitled “Bank Plan Features and Fees”, “How to get No Monthly Plan Fee and Discounted Banking”, “Pay-per-use Fees”, “Additional Services and Fees” and “Bank Accounts and Plans No Longer Offered” found in the front of the Agreements, Bank Plans and Fees for Everyday Banking booklet for more information and current charges. These fees form part of the Electronic Banking and Services Agreement. We may change fees from time to time. Up-to-date information on charges is available at all Canadian branches and online at bmo.com/agreements.

20) Return of your Card; Non-Transferability

Your Card is our property; it is non-transferable, and you agree to return it to us immediately upon our request.

21) We May Set Limits or Change this Agreement

- We may set or change any limits (including dollar amounts) on the use of your Account at any time.
- We may change or end this Agreement or the service terms, or services at any time. You agree to any changes made when notice is given in our Canadian branches or in any other manner, which we may determine from time to time.

22) Records and Dispute Resolution

- Our records will be conclusive evidence of your communications to us and of your Electronic Transactions. We may record your communications with us.
- Any transaction record you receive, or any transaction confirmation number supplied, is meant only to help you with your record keeping. We will be pleased to review our records if you disagree with their accuracy.
- We will not be responsible for the quality of goods or services that you obtained using Electronic Banking Services. You will settle any issues directly with the vendor involved.
- If you have a dispute with a biller concerning bill payments made using Electronic Banking Services, including the imposition of any additional charges such as late fees or interest penalties, you will settle the dispute directly with the biller.

23) Other Agreements and Laws May Apply

- This Agreement does not replace any other agreement relating to your Accounts.
- When you install, use or travel with any software from other companies we may make available to you in connection with any Electronic Banking Services, it is solely your responsibility to comply with the provisions of any agreements, licenses and other legal or technical documentation provided by such other companies in connection with the software, and with the legal requirements of any relevant jurisdiction. Unless you are a lawful, licensed user of such software, we may be unable to provide you with the Electronic Banking Services that require such software.

24) We May Obtain Personal and Credit Information

- If you apply for a loan, other lending product, or credit (including a credit card) using Electronic Banking Services, you will be required to consent to us obtaining, providing or exchanging information with:
 - (i) any credit reporting agency;
 - (ii) personal information agent;
 - (iii) other credit grantor;
 - (iv) your employer; or
 - (v) any other reference you provide to us.
- such information about you as we may require from time to time, to process your application and provide the loan, other lending product, or credit you requested.

VII. Other Fees

a. Registered Plans

Term Investments Registered Retirement Savings Plan (RRSP) Account

- Transfer Out Fee: A fee of \$50 (including applicable taxes) may be applied if you transfer it, in whole or in part, to another financial institution.
- Withdrawal/Redemption Fee: A fee of \$25 (including applicable taxes) may be applied if you withdraw it, in whole or in part.

Tax Free Savings Account (TFSA) Account

- Transfer Out Fee: A fee of \$50 (plus applicable taxes) may be applied if you transfer it, in whole or in part, to another financial institution.

b. Non-BMO Customer Fees

	Per Item or Transaction
Cashing a cheque drawn on a BMO Bank of Montreal branch ^{1,2}	\$5.00
Cashing a Government of Canada Cheque up to \$1,750.00 ²	No charge
Buying or selling U.S. currency ¹	\$2.50

¹ At the discretion of the branch. ² With valid identification. Refer to the "Encashment of Government of Canada payment items" section in this Agreement.

VIII. Glossary of Terms

Account History Inquiry means a customer request for a list of recent transactions.

Assisted-service means debit transactions or account history inquiries completed with the assistance of a staff member in a branch or through the Customer Contact Centre.

Bank Plan(s) or **Plan(s)** means a group of services packaged together for one fixed monthly fee.

Bank Plan Fee Waiver(s) means the elimination of a Bank Plan's monthly fee by maintaining a specific balance at all times during the month in a Primary Chequing account (which has been designated as the "Lead Account"). Debit transactions exceeding the monthly transaction limit are NOT covered by the Bank Plan fee waiver.

BMO Financial Group means Bank of Montreal and its affiliates that provide deposit, investment, loan, securities, trust, insurance and other products and services.

Cheques means any reference to cheque or cheque image return within this document may refer to the original written cheque, a printed image (copy) of the original cheque or an electronic image of the original.

Customer Activity means a customer initiated transaction on their account, such as a transfer, deposit or withdrawal. An account is designated as inactive if there is no Customer Activity on the account for a period of 90 days.

Debit Transaction(s) means debit transaction(s) on Personal Account(s) conducted by any means of account access, including cheques, and all withdrawals of funds, bill payments, KONEK service purchase, debit card purchases, transfers of funds, and pre-authorized debits.

Debit Card Purchase means any purchase made with funds debited directly from your account(s) using your BMO Debit Card in-store and online.

eStatement means an electronic PDF version of your banking statement. You can view and save your eStatements through BMO Online Banking.

Digital Banking Services (or BMO Digital Banking) means services that allow customers to manage their finances through a smartphone, through a mobile banking app or through a mobile browser using our mobile banking website m.bmo.com or, any other digital self-service channel that we may make available to you.

Interac e-Transfer means an online banking service that allows you to send and receive funds electronically. Funds can be sent to almost anyone with an email address and Canadian bank account via BMO Online Banking. Recipient is alerted by email that funds have been transferred to them and are awaiting deposit. The recipient can then follow the provided instructions to deposit the funds into their selected Canadian bank account.

KONEK service purchase means a payment processing service operated by *Interac* which enables BMO customers to complete purchases at participating online merchants by paying directly from selected eligible bank accounts or by using a credit card.

Lead Account means the Personal Account you have designated to have your monthly Plan fees and excess fees are to be debited.

Mobile Banking Services (or BMO Mobile Banking) means services that allow customers to manage their finances through a smartphone, through a mobile banking app or through a mobile browser using our mobile banking website m.bmo.com.

Monthly Transaction Limit(s) means the maximum number of debit transactions included within an Everyday Bank Plan.

Online Banking Services (or BMO Online Banking) means services that allow customers to manage their finances through an online channel accessible through bmo.com.

Personal Account(s) or **Account(s)** refers to any personal chequing account or savings account you may have with BMO Bank of Montreal.

Plan Fee Waiver(s) means the elimination of a Plan's monthly fee by maintaining a specific balance at all times during the month in a Primary Chequing account (which has been designated as the "Lead Account"). Debit transactions exceeding the monthly transaction limit are NOT covered by the Plan fee waiver.

Pre-Authorized Debit means automatic transfers for bill payments/debits from a Personal Account, authorized by you and arranged to take place at a specified time(s).

Self-serve includes: a) debit transactions by cheque, b) debit transaction or account history inquiry using electronic means of account access only, including BMO ATM and other permitted ATMs, debit card purchases, Telephone Banking, BMO Digital Banking (other than those assisted by a customer contact associate), pre-authorized bill payments or debits, and similar electronic channels which we enable you to use.

Telephone Banking Services (or BMO Telephone Banking) means services that allow customers to manage their finances by telephone.

Transit Agency means a public transportation service. There are different Transit Agencies across Canada.

IX. Voluntary Codes of Conduct and Public Commitments

Voluntary Codes of Conduct and Public Commitments are non-legislated commitments, voluntarily made by companies, associations and other organizations.

BMO Financial Group has participated in the development and is committed to the following Voluntary Commitments and Codes of Conduct that are designed to protect consumers.

To read each code in full, visit bmo.com/agreements and select *Learn more about* **Voluntary Codes of Conduct and Public Commitments**, visit the Financial Consumer Agency of Canada's (FCAC) website at fcac-acfc.gc.ca, or ask a representative at your local BMO Bank of Montreal branch for a copy.

- **Code of Conduct for the Delivery of Banking Services to Seniors**
A code of conduct that sets out principles that apply to banks to guide them when they deliver banking products and services to Canada's seniors.
- **BMO Adherence to the Code of Conduct for the Delivery of Banking Services to Seniors**
BMO's actions which comply with the code of conduct principles to deliver enhanced banking products and services to our senior customers.
- **Code of Conduct for the Credit and Debit Card Industry in Canada (enhanced April 13, 2015)**
Code of conduct that sets principles for business practices related to the issuance and acceptance of payment cards and operation of payment card networks.
- **Commitment to Provide Information on Mortgage Security**
Banks that offer residential mortgages agree to provide consumers shopping for a mortgage loan with certain comparative information about collateral charge and conventional charge mortgages to help consumers choose the mortgage product that best suits their needs.
- **Commitment on Powers of Attorney and Joint Deposit Accounts**
Banks that accept Powers of Attorney from or open joint deposit accounts for clients agree to provide clients with certain information to help clients understand the implications of using them.
- **Commitment on the Expansion of Low-Cost and No-Cost Bank Accounts**
Banks in Canada have agreed individually with the Government of Canada to expand their current offerings of low-cost and no-cost bank accounts.
- **Commitment on Modification or Replacement of Existing Products & Services**
Banks provide consumers with assurances related to the modification or replacement of existing products and services.
- **Code of Conduct for Federally Regulated Financial Institutions – Mortgage Prepayment Information**
If customers choose to break their mortgage or pay it off early, there could be a mortgage prepayment charge. This code of conduct outlines the type of information customers will receive to help them make an informed decision about mortgage prepayment.
- **Online Payments**
Consumer and industry responsibilities related to the use of online payments systems in Canada.
- **Canadian Code of Practice for Consumer Debit Card Services**
Industry practices and consumer and industry responsibilities related to debit cards.
- **Guidelines for Transfers of Registered Plans**
What to expect and where to get help when transferring a registered savings plan (RSP) between financial institutions.
- **CBA Code of Conduct for Authorized Insurance Activities**
Outlines the banks' standards for branch employees offering credit, travel and personal accident insurance with respect to training, disclosure, promotion practices, customer privacy protection and customer redress.
- **Principles of Consumer Protection for Electronic Commerce: A Canadian Framework**
A guide to protecting customers in online transactions, developed with input from industry, government and consumer groups.

- **Model Code of Conduct for Bank Relations with Small- and Medium-Sized Businesses**
The key elements of the model code are incorporated into individual bank codes.
- **Plain Language Mortgage Documents - CBA Commitment**
A commitment by Canada's banks to improve readability of residential mortgage documents.
- **Mastercard – Zero Liability**
Information regarding consumer's liability in the event of the unauthorized use of your Canadian-issued Mastercard card.
- **Visa – Zero Liability**
Information regarding consumer's liability in the event of the unauthorized use of your Canadian-issued Visa card.
- **Undertaking – Principal Protected Notes**
Describes the rescission rights available to clients who purchase any principal protected note by electronic means and/or by telephone.

X. Complaint Resolution Process

If you have a complaint or concern, we encourage you to let us know and give us the opportunity to make it right. BMO's complaint resolution process is outlined in the **We're here to help – Resolving Customer Complaints brochure**, which is available online at bmo.com/resolving-a-complaint and at all BMO Bank of Montreal branches.

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