



BMO and BMO Harris Terms and Conditions Commercial Card

The Commercial Card Agreement consists of this document (which is Part 2 of the Agreement) and Part 1 of the Agreement (which was signed by the Customer), together with all Schedules, and in each case as such documents may be amended and restated from time to time.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

1. Definitions and Interpretation

(a) Capitalized terms used in this Agreement are defined as follows:

"Affiliate" means an entity which is related to the Customer in one of the following ways: the entity is the parent of the Customer, the entity is a subsidiary of the Customer, the entity and the Customer are each subsidiaries of the same parent, or the entity is a joint venture owned in part by the Customer;

"Affiliate Account" means a sub-account of the Customer Account established by the Bank for use by a division or Affiliate of the Customer;

"Agreement" means this corporate card agreement (including Part 1 of the Agreement, Part 2 of the Agreement, and all attached Schedules); as such agreement may be amended and restated from time to time;

"ATM" means automated teller machine;

"Bank" refers to the contracting parties to this Agreement other than the Customer and has the following meaning:

- (i) where there is only a Canadian Program as evidenced by the Program features selection of Part 1 of the Agreement, "Bank" means BMO alone, and for the avoidance of doubt, Harris is not a party to this Agreement; or
- (ii) where there is only a U.S. Program as evidenced by the Program features selection in of Part 1 of the Agreement, "Bank" means Harris alone, and for the avoidance of doubt, BMO is not a party to this Agreement; or
- (iii) where there is both a Canadian Program and a U.S. Program as evidenced by the Program features selection in of Part 1 of the Agreement, "Bank" means both BMO and Harris.

"Billing Period" means the period beginning the day after the immediately preceding Monthly Billing Date and ending on the current Monthly Billing Date;

"BMO" means Bank of Montreal;

"Business Day" means, with respect to the Canadian Program, a day on which BMO is generally open for business in Ontario, Canada, and with respect to the U.S. Program, a day on which Harris

is generally open for business in Illinois, USA, and in each case does not include Saturdays, Sundays or statutory holidays;

"Canadian Program" means the Program provided to a Customer or an Affiliate with a Canadian address;

"Card" means a commercial credit card issued by the Bank in connection with the Customer Account;

"Card Account" means a sub-account of the Customer Account which is established for each Card;

"Card Account Statement" means the monthly statement setting out the outstanding balance of a Card as of the stated Monthly Billing Date;

"Card Limit" means the credit limit established for a Card;

"Card Notice" has the meaning given to it in section 7(c);

"Cardholder" means an employee of, or a contractor providing services to, the Customer or Affiliate to whom a Card is issued;

"Cash Advance" means an advance of cash obtained through the use of a Card from the Bank or another financial institution accepting the Card;

"Change" has the meaning given to it in section 15(g)(ii);

"Change Notice" has the meaning given to it in section 15(g)(ii)(A);

"Charges" means all charges posted to the Customer Account including all Transactions, fees and service charges;

"Customer Account" means the commercial card account established by the Bank for the Customer;

"Customer Account Statement" means a monthly statement showing the outstanding balance of the Customer Account as of a Monthly Billing Date;

"Customer Credit Limit" means the Customer Account credit limit established by the Bank from time to time, and which as of the Effective Date is shown in of Part 1 of the Agreement;

"Effective Date" refers to the first day that the Agreement is in effect, as shown in of Part 1 of the Agreement;

"Electronic Distribution" means distribution through e-mail or posting on the Program Website;

"First PDA" has the meaning given to it in section 6(b).

"Harris" means BMO Harris Bank N.A.;

"Insurance Certificates" means documents evidencing Program-related insurance coverage including insurance certificates, policies of insurance, and summaries of assistance services (any

two or more of which may be combined into a single document) including any notices of amendment to any of the foregoing documents;

“Insurance Documents” means collectively Insurance Certificates and Insurance Notices;

“Insurance Notices” means any document relating to the Insurance Certificates that the Bank may send to either or both of the Customer and the Cardholders including changes to insurance coverage, legal and regulatory information, or any insurance related offer;

“Material Adverse Change” means any change or event which constitutes a change in the business, operations, condition (financial or otherwise) or properties of a party which when taken as a whole would materially impair a party’s ability to timely and fully perform its obligations under this Agreement or the ability of a party to enforce its rights and remedies under this Agreement;

“MCI” means Mastercard International Inc., which is the entity that administers the Mastercard program internationally;

“Monthly Billing Date” means the approximate day in each month on which the Bank prepares the Statements;

“N.A.” not applicable;

“Objection Notice” has the meaning given to it in section 15(g)(ii)(B);

“Objection Period” has the meaning given to it in section 15(g)(ii)(B);

“Onboarding Documentation” means the documentation package delivered by the Bank to the Customer which includes the following: the documents to be completed by the Customer to set up the Customer Account, the terms and conditions of the applicable liability waiver program referred to in section 7(e), and the terms and conditions of any features of the Card;

“Part 1 of the Agreement” means that part of the Agreement signed by the Customer, which sets out in part the Customer’s address and head office information, Customer Credit Limit and Effective Date and the Program features selected by the Customer;

“Part 2 of the Agreement” means that part of the Agreement titled Commercial Card Agreement (Additional Terms and Conditions), which is posted at www.bmo.com/commercial-card-agreement;

“Past Due Amount” has the meaning given to it in section 6(a);

“Payment Due Date” means the day by which full payment of the amount set out in a Statement is due, which will be approximately the number of days after the Monthly Billing Date shown in Part 1 of the Agreement;

“PIN” means a personal identification number;

“Program” means the commercial card services in Canada and the United States;

“Program Administrator” means an individual appointed by the Customer to act on behalf of the Customer in connection with the operation and administration of the Customer Account;

“Program Submission” means a submission by a Program Administrator to the Bank in connection with Routine Matters;

“Program Website” means the website established by the Bank through which the Customer may access Statements, reports and other Program-related services;

“Purchase” means the use of a Card to charge to the Customer Account the price of goods or services obtained from a Vendor;

“Routine Matters” refers to all matters relating to the day-to-day operation and administration of the Program, including: (a) issuing and cancelling Cards; (b) adding and removing Cardholders; (c) changing Cardholders’ names, addresses, phone numbers, cost centres, departments and Card Limits; (d) changing the organizational or hierarchy set-up; (e) changing the Customer Credit Limit;

“Schedule” means a schedule to this Agreement;

“Second Statement” has the meaning given to it in section 6(b).

“Statements” means collectively the Card Account Statements and Customer Account Statements and a **“Statement”** refers to a Card Account Statement or Customer Account Statement;

“Statement Review Period” means sixty (60) days from the Monthly Billing Date;

“TBD” means to be determined;

“Transaction” means any use of a Card which results in a charge to the Customer Account including Purchases and Cash Advances, whether or not the Card was presented to a Vendor (such as in the case of an internet, mail or telephone order purchase) or the Cardholder's signature was obtained or by use of a PIN;

“Travel Rewards” means any travel services (including air travel, hotels and car rentals) that are available as a reward in the BMO Rewards Program for the BMO Rewards Commercial Mastercard;

“U.S. Program” means the Program provided to a Customer or an Affiliate with a U.S. address; and

“Vendor” means a merchant or supplier.

- (b) References to “includes” mean “includes, without limitation” and references to “including” mean “including, without limitation”.
- (c) Words in the singular include the plural and words in the plural include the singular.
- (d) The Schedules constitute an integral part of this Agreement.
- (e) The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

2. Program Features

- (a) The Bank has sole discretion over the management, operation, content and features of the Program and the Cards. Subject to the terms of this Agreement, the Bank may modify any aspect of the Program. In the event that the Program is modified, the Bank will:
 - (i) notify the Customer of any material pricing or Program feature changes or otherwise as required by law; and
 - (ii) will not notify the Customer of any immaterial operational changes that would not adversely affect the Customer (including for example a change to an interactive voice response menu).
- (b) The features of the Program selected by the Customer, together with the Customer Credit Limit are shown in of Part 1 of the Agreement.
- (c) The notice provisions are shown in Schedule 1.
- (d) Billing information together with customer service and dispute settlement provisions are shown in Schedule 2.
- (e) Pricing and fees are shown in Schedule 3, and are subject to change by the Bank on thirty (30) days advance written notice to the Customer.
- (f) Terms and conditions pertaining to the Electronic Distribution of Insurance Documents are set out in Schedule 4.

3. Accounts and Cards

- (a) The Bank will establish a Customer Account and extend credit to the Customer by approving Transactions up to the Customer Credit Limit. The Customer Account must only be used for business purposes and not for personal, family or household purposes; provided however that any violation of this limited use commitment does not relieve the Customer of its obligations to pay the Bank for all Charges.
- (b) Through a Program Submission, the Customer may establish an Affiliate Account and allocate a portion of the Customer Credit Limit to that Affiliate Account.
- (c) The Bank will issue a Card to a Cardholder with a Card Limit pursuant to the terms of a Program Submission. The Card will bear the name of the Cardholder and the Customer's or Affiliate's name or identifier.
- (d) The Customer will use a Program Submission to direct the Bank to cancel a Card. The Customer will continue to be liable for all Charges to the Customer Account that occurs through the use of any such Card before the Bank processes the Program Submission. The Bank will process the Program Submission in accordance with the service levels set out in section 2(a) of Schedule 2.
- (e) Cards are the property of the Bank and cannot be transferred.
- (f) If the credit extended by the Bank for the Program is unsecured, then the Bank may in its sole discretion change the Customer Credit Limit without prior notice from time to time.

- (g) The Bank may in its sole discretion do each of the following without prior notice from time to time in order to manage credit risk or to facilitate the smooth operation of the Program for the Customer:
 - (i) change the portion of the Customer Credit Limit allocated to an Affiliate Account;
 - (ii) change a Card Limit; and
 - (iii) issue renewal, replacement or temporary Cards.
- (h) The Bank may cancel or suspend the right to use a Card in each of the following instances:
 - (i) if the Bank detects unusual or suspicious activity on the Card Account;
 - (ii) if the outstanding balance of the Card Account is not paid in full within two billing cycles;
or
 - (iii) if required by law.

4. Charges, Cash Advances and Foreign Exchange

- (a) Subject to the terms of this Agreement, a Cardholder may use a Card for the purpose of completing Transactions. All Charges incurred on a Card will be recorded on the corresponding Card Account.
- (b) The Bank may allow Cardholders to obtain Cash Advances only if the Customer has selected a Cash Advance option in the Program features chart in Part 1 of the Agreement and the Program Administrator has authorized Cash Advances for that Cardholder. For the avoidance of doubt, Cash Advance features are not available for Non-Personalized Cards.
- (c) When a Card is used to make a Transaction in a foreign currency, MCI will convert the amount into the currency of the Card using a conversion rate in effect on the day MCI processes the Transaction. The MCI conversion rate is either a government-mandated rate or a wholesale market rate. The Bank will increase the converted amount by the foreign transaction fee set out in Schedule 3. The foreign currency conversion rate in effect on the processing date for a Transaction may differ from the rate in effect on the Transaction date.

5. Statements

- (a) The Bank will prepare Statements on each Monthly Billing Date and make them available to the Customer. Regardless of whether the Customer receives a Statement, the Customer will be liable for payment of the aggregate outstanding balance of the Customer Account every month.
- (b) The Customer will ensure that each Statement is examined upon receipt.
 - (i) If the Customer does not notify the Bank of an error or omission with regard to a Statement within the Statement Review Period, the Statement will be deemed conclusively to be correct.
 - (ii) If the Customer does notify the Bank of an error or omission with regard to a Statement within the Statement Review Period, the dispute settlement procedures in section 2(c) of Schedule 2 will be followed.

6. Payments and Late Fees

- (a) Each month, the Customer must pay in full the aggregate outstanding balance shown on each Customer Account Statement on or before the Payment Due Date and the failure to do so will be a default by the Customer. Full payment is required even if the Customer or Cardholder expects to receive a credit from a Vendor. In the event of a disputed Charge, the Customer is entitled to reduce the full payment by the amount credited pursuant to section 2(c)(ii) of Schedule 2. Any amount not paid by the Payment Due Date will be considered past due (the “**Past Due Amount**”).
- (b) Each time that the Customer does not pay in full on the Payment Due Date the amount due on a first Statement giving rise to a Past Due Amount (the “**First PDA**”), and any portion of the First PDA remains unpaid on the Monthly Billing Date of the next Statement (the “**Second Statement**”), then the following will occur until the Card Account in question is brought current so that there are no Past Due Amounts:
 - (i) The Customer will be assessed a late fee on the balance of the First PDA that is outstanding as of the Monthly Billing Date of the Second Statement.
 - (ii) Any portion of the amount billed in the Second Statement and any subsequent Statement that remains unpaid as of the corresponding Payment Due Date for that Statement will be assessed a late fee.
 - (iii) Any late fees shown in a Statement that are not paid in full on the corresponding Payment Due Date are added to Past Due Amount and will be subject to the late fee.
 - (iv) The late fees are set out in Schedule 3.
- (c) If the Bank receives a payment in an amount less than the outstanding balance of the Customer Account shown on a Customer Account Statement, the Customer may, at the time the partial payment is made, direct how that partial payment is applied. Absent instructions from the Customer at the time that the payment is made, the Bank may apply the partial payment to the Card Accounts as the Bank chooses.
- (d) The Bank may accept payments that are marked with restrictive endorsements such as “payment in full” without losing any of its rights under this Agreement.

7. Customer Liability

- (a) The Customer will be liable to pay the Bank for all Charges to the Customer Account even if the aggregate of all outstanding Charges exceeds any Card Limit or the overall Customer Credit Limit and even if as between the Customer and a Cardholder any Charge resulted from improper use of a Card by the Cardholder.
- (b) The Customer will be liable for any pre-authorized payments charged to a Card Account, even after the Card Account is cancelled, unless the Customer provided a written cancellation request to the Vendor prior to being charged. If requested, the Customer will provide the Bank with a copy of the written cancellation request to the Vendor.
- (c) The Customer will: (i) promptly notify the Bank of any possible loss, theft, or unauthorized use of a Card (a “**Card Notice**”); (ii) where reasonably possible, destroy or return the Card in question;

and (iii) cooperate with the Bank in its efforts to investigate the alleged unauthorized use.

- (d) The Customer will not be liable for any unauthorized use of a Card, except that the Customer will be liable for each of the following:
 - (i) the use of a Card by an individual who has been authorized by the Customer or Cardholder to use the Customer Account, even if that person is not a Cardholder or that person does not act in accordance with the Customer's or Cardholder's instructions or expectations;
 - (ii) any use authorized by the Customer or a Cardholder before the Bank receives a Card Notice; and
 - (iii) any Transaction completed with a PIN.
- (e) The BMO Corporate Card Liability Waiver Program is available with the Canadian Program for claims related to certain wrongful Transactions. The Bank will include copies of the terms and conditions of the BMO Corporate Card Liability Waiver Program with the Onboarding Documentation.
- (f) The Customer will pay all reasonable legal fees and disbursements that the Bank incurs in any legal action to recover money payable by the Customer to the Bank pursuant to this Agreement.

8. Program Administrator

- (a) The Customer will from time to time provide the Bank with written notice specifying which individuals are to act as its Program Administrators. Those notices will be effective when the Bank receives them.
- (b) The Customer consents to the Electronic Distribution of Insurance Documents on the terms and conditions set out in Schedule 4.
- (c) The Bank may do each of the following:
 - (i) Deal with any Program Administrator with regard to Routine Matters.
 - (ii) Permit a Program Administrator to temporarily permit Cash Advances (when Cash Advances are not otherwise permitted) in order to facilitate the smooth operation of the Program and respond to unexpected Cardholder situations including PIN resets (which are completed at ATMs) and providing support to stranded Cardholders that require access to cash; provided however that once the situation is addressed, the Bank will again block Cash Advances.
 - (iii) Rely on any Program Submission received from a Program Administrator through the Program Website, telephone, or e-mail.
- (d) An existing Program Administrator may establish a user identification and password for new Program Administrators. Program Administrators may change their passwords at any time and will do so when required by the Bank.

- (e) The Customer will protect each user identification and password from fraudulent use and will immediately notify the Bank of any unauthorized disclosure of any user identification and password.
- (f) Program Administrators will provide the Bank with information that the Bank requires for the operation and administration of the Program.
- (g) The Bank will send each of the following to the Program Administrator, who will distribute the following to the appropriate individuals and provide responses to the Bank where required:
 - (i) all Cards, unless a Program Administrator directs the Bank to send a Card directly to a Cardholder;
 - (ii) correspondence pertaining to Routine Matters and Program-related information requests; and
 - (iii) notices regarding changes to the Program, including the matters referred to in section 3(f) and changes to Program-related features and correspondence to Cardholders, including Insurance Documents.

9. Program Website

The Bank may post the information referred to in section 8(g)(iii) to the Program Website. The Customer will provide each Cardholder with a copy of any posted information relating to Cardholders or provide each Cardholder with direct access to the Program Website so that the Cardholder can review the information directly.

10. Customer Responsibilities

- (a) The Customer will be solely responsible for establishing and monitoring its own internal Program-related procedures or guidelines for Cardholders to ensure compliance with this Agreement. The Bank will not inquire or verify whether any use of a Card, or any Charge to the Customer Account, is in accordance with the Customer's procedures or guidelines.
- (b) The Customer will, and will require Cardholders to, abide by all written security instructions and directions provided by the Bank from time to time.
- (c) The Customer will provide the Bank with financial statements upon request.

11. Representations and Warranties

- (a) The Customer represents and warrants to the Bank that as of the date of this Agreement:
 - (i) it and each of its Affiliates that participate in the Program are duly organized, validly existing and in good standing under the laws of all necessary jurisdictions;
 - (ii) it has full power and authority to execute, deliver and perform its obligations under this Agreement;
 - (iii) that the execution of this Agreement has been duly authorized by all necessary action, and will create a valid and binding obligation of Customer; and

- (iv) all documents provided by the Customer or its authorized officers or employees in connection with the signing of this Agreement including documents used to ascertain the existence of the Customer and the authority of the signers of this Agreement to bind the Customer are true and accurate as of the date that the Customer signs this Agreement.
- (b) Commencing as of the date of this Agreement and until such time as the Agreement is terminated, the Customer represents and warrants to the Bank that each time it requests a Card to be issued to an individual, the Customer has obtained the consent of that individual to provide his or her personal information to BMO for the purposes contemplated by the Program including processing charges and payments.

12. Term and Termination

- (a) The Agreement commences on the Effective Date.
- (b) Either party may terminate this Agreement as follows:
 - (i) without cause, on ninety (90) days prior written notice to the other party;
 - (ii) immediately and without prior notice in the event of a Material Adverse Change, bankruptcy or insolvency of the other party;
 - (iii) on five (5) days prior written notice if the other party fails to make any payment when due under this Agreement; and
 - (iv) immediately and without further notice if a party is in default in the performance of any of its other obligations and such default continues for thirty (30) days following receipt of a written notice regarding such default from the other party.

The right to terminate is in addition to any other right the non-defaulting party may have in respect of the default.

- (c) Upon termination of this Agreement:
 - (i) the Bank will cancel all outstanding Cards and revoke all rights and benefits of the Customer and its Cardholders;
 - (ii) the Customer will have electronic access to the Card data through the Program Website for a period of 6 months following the termination date;
 - (iii) The Bank will cooperate with the Customer's commercially reasonable requests to assist with the orderly transfer of corporate card services to another financial institution. If the Customer requests the Bank's assistance and in order to provide the assistance requested, the Bank would incur costs over and above its day-to-day operating costs (such costs, "Transfer Costs"), the Bank will advise the Customer before the Transfer Costs are incurred. If the Customer still requires the assistance requested, the Customer will pay the Bank the Transfer Costs within 30 days of the date the Bank provides the Customer with an invoice for the Transfer Costs; and
 - (iv) the Customer will continue to be liable for, and pay, the aggregate of all Charges on the Customer Account whether or not then posted to the Customer Account (including

Charges not yet incurred and accrued fees) and all such Charges will immediately be due and payable.

13. Disclaimers

- (a) The Bank always attempts to ensure that the Program will be operational, and to respect any available Card Limit or any available transaction limit per Card or per day or any other available limit requested by the Customer. However, due to the interconnectivity of the MasterCard, the Bank and Vendor systems and the inherent limitations and options of each system, the Bank cannot warrant that the Program will be uninterrupted or error-free or that any limits established by the Customer (such as Card Limits) will always be respected. In addition, reports prepared at the Customer's request are provided to the Customer without representation or warranty as to accuracy of the information provided. Therefore, the Customer waives any and all claims that it may have against the Bank arising out of the use and performance of the Program, except for claims for damages referred to in section 13(d).
- (b) The Bank is not responsible for any defects in, or the poor quality of, any merchandise or services obtained by means of any Card. The Customer is responsible for settling any dispute between the Customer and a Vendor, including with respect to a Vendor's right to compensation, and any such dispute will not affect the Customer's obligation to pay all Charges to the Customer Account in full to the Bank in accordance with the terms of this Agreement.
- (c) Third parties may provide some of the Program benefits and enhancements including reward programs as well as services and insurance coverage provided under separate certificates and policies. The Bank is not responsible or liable for anything in connection with those third party benefits and enhancements.
- (d) The Bank is not liable for any claim made, or loss or damages suffered by, the Customer arising directly or indirectly from the Customer's use of the Program, except for damages which the Customer suffers as a result of the Bank's gross negligence or wilful misconduct related to the terms of the Agreement. In no event is the Bank liable for any special, indirect or consequential damages, including but not limited to, lost profits and lost revenues.

14. Confidential Information

- (a) The Customer acknowledges that the terms of this Agreement, including information relating to pricing, are confidential, will not be disclosed and will be distributed only to its employees and agents who have a need to know the information.
- (b) The Bank acknowledges that any financial and other non-public information that the Customer provides to the Bank about its business and its Cardholders is confidential to the Customer. The Bank will use prudent measures to maintain that information securely, will distribute the information only to its employees and agents who have a need to know it for the performance of their duties, and will use it only in connection with the services contemplated by this Agreement.

15. Miscellaneous

- (a) Governing Law: The governing law of this Agreement will be determined as follows:

- (i) if there is only a Canadian Program, or there is a Canadian Program and U.S. Program and the head office of the Customer identified in Part 1 of the Agreement is located in Canada, then this Agreement will be interpreted in accordance with the laws of the Province or Territory where the Customer's head office is located and the federal laws of Canada applicable therein. The parties must submit to the jurisdiction of the courts of the Province or Territory in which the Customer's head office is located; and
- (ii) if there is only a U.S. Program, or where there is a Canadian Program and U.S. Program and the head office of the Customer identified in Part 1 of the Agreement is located in the United States, then this Agreement will be interpreted in accordance with U.S. federal law and, to the extent state law must be applied, then the law of the State of Illinois. The Customer submits to the jurisdiction of the courts of the State of Illinois and the United States District Court for the Northern District of Illinois and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts.

IN EITHER CASE THE PARTIES EACH IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING RELATED TO THIS AGREEMENT.

- (b) Assignment: The Customer may not transfer or assign this Agreement without the prior written consent of the Bank, which will not be unreasonably withheld. The amalgamation, merger or consolidation of the Customer will be deemed to be an assignment of this Agreement. If transferred or assigned without the Bank's prior written consent, this Agreement will be deemed to be terminated, unless the Bank agrees in writing otherwise.
- (c) Severability: If any provision of this Agreement is illegal, prohibited or unenforceable in any jurisdiction, in whole or in part, the remaining provisions of this Agreement remain valid and enforceable in that jurisdiction, and such determination does not render the Agreement invalid or unenforceable in any other jurisdiction.
- (d) Waiver: The failure or delay by either party in exercising any right or privilege with respect to the non-compliance with any provisions of this Agreement by the other party and any course of action on the part of either party, will not operate as a waiver of any rights of such party unless made in writing by such party. Any such waiver will be effective only in the specific instance and for the purpose for which it is given and will not constitute a waiver of any other rights and remedies of such party with respect to any other or future non-compliance of the other party.
- (e) Time of the Essence: Time will be of the essence of this Agreement.
- (f) Entire Agreement: This Agreement together with any Onboarding Documentation constitutes the entire agreement between the parties with respect to the subject matter and supersedes all previous corporate card agreements (without novation), negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written, pertaining to the subject matter herein, unless they have been expressly incorporated by additional reference in this Agreement.
- (g) Amendment:
 - (i) Subject to section 15(g)(ii), this Agreement may be amended only by a written agreement signed by both parties.

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- (ii) If the Bank makes a change to the standard terms of the Program on a Program-wide basis (each such event, a “**Change**”), the following terms apply:
 - A. The Bank may change this Agreement at any time upon written notice to the Customer (a “**Change Notice**”).
 - B. The Customer may, within thirty (30) days of the effective date of the Change (the “**Objection Period**”) notify the Bank that it does not agree to the Changes set out in the Change Notice (the “**Objection Notice**”).
 - C. An Objection Notice constitutes notice of termination of the Agreement on a without cause basis in accordance with section 12(b)(i).
 - D. In the event that the Agreement is terminated as a result of the Bank’s receipt of an Objection Notice, the Customer must still pay all amounts owing to the Bank pursuant to the terms of the Agreement but without reference to the Changes to which the Customer objected.
 - E. If the Bank does not receive an Objection Notice from the Customer within the Objection Period, the Customer will be deemed to have agreed to the Change indicated in the Change Notice.

 - (h) Survival: This section and the following sections will survive termination or expiration of this Agreement along with such definitions, interpretive provisions and such other terms and conditions in this Agreement as are necessary to give effect to the following sections: 3(e) (Card ownership), 4(c) (foreign exchange conversion), 6 (payments and late fees), 7 (Customer liability), 12(c) (effect of termination), 13 (disclaimers) and 14 (confidential information).

 - (i) Binding Effect: This Agreement will be binding upon and will endure to the benefit of the parties and their respective successors and permitted assigns; “successors” includes any corporation resulting from the amalgamation of any party with any other corporation.

SCHEDULE 1**TERMS REGARDING NOTICE**

1. The Bank will send all notices and correspondence pertaining to Routine Matters to a Program Administrator via one of the following: e-mail, letter, fax or courier.
2. For all notices pertaining to matters other than Routine Matters, the following terms apply:
 - (a) The Bank will send Change Notices to a Program Administrator via one of the following: e-mail, letter, fax or courier.
 - (b) Any other notice or other communication by one party to another under this Agreement will be in writing and delivered by hand or sent by courier or fax (but not e-mail) at the addresses set forth below and will be deemed to have been received by the addressee: (i) if delivered by hand or by courier, on the day delivered or, if not a Business Day, on the next Business Day; and (ii) if transmitted by fax and receipt is confirmed prior to 3:00 p.m. ET on a Business Day, on such Business Day or, in any other case, at 10:00 a.m. ET on the Business Day next following the date of transmission.
 - (c) A party may give notice of a change of address for the purposes of this section in the manner provided above, and thereafter any notices or communication will be given to that party at such changed address.

If to BMO:

Bank of Montreal
Corporate Card Services Department
P.O. Box 3200 RPO Streetsville
Mississauga, Ontario
L5M 0S2
Fax Number: 1-844-287-3302

If to Harris:

BMO Harris Bank N.A.
Corporate Card Services
P.O. Box 6138
Carol Stream, Illinois
60197-6138
Fax Number: 1-844-287-3302

If to the Customer: at the address set out in Part 1 of the Agreement.

SCHEDULE 2

BILLING INFORMATION, CUSTOMER SERVICE AND DISPUTE SETTLEMENT PROVISIONS

(1) Billing Information

- (a) Each of the following applies to a Customer Account Statement:
- (i) The Customer Account Statement shows the aggregate outstanding balance of the Customer Account, which is equal to the sum of all amounts owing in respect of each Card Account Statement.
 - (ii) The Customer may choose to have one or more Customer Account Statements for each of the Canadian Program and the U.S. Program. If the Bank issues more than one Customer Account Statement, the aggregate amount owing by the Customer to the Bank is the sum of all Customer Account Statements issued.
 - (iii) Details of Charges are only set out on the Card Account Statement.
- (b) The Customer will receive a central bill for all Card activity and is responsible to pay the Bank the full balance of the Customer Account Statement through direct debit.
- (c) With respect to the delivery of Statements:
- (i) The Bank will deliver all Statements by posting them on the Program Website. The Customer may also choose to have paper copies of Card Account Statements mailed to Cardholders.
 - (ii) Each Program Administrator will have access to the Program Website, where Card Account Statements and Customer Account Statements can be accessed.
 - (iii) Each Program Administrator may allow a Cardholder access to the Program Website for the purpose of viewing the Card Account Statement for that Cardholder's Card Account.

(2) Customer Service and Dispute Settlement Procedures

(a) Service Level Timelines

Absent technical or other issues beyond the Bank's control, the Bank will endeavor on a commercially reasonable basis to process the following types of requests within the time period specified:

Description	Processing Time (Calculated from the time the Bank Receives the Request)
Card Cancellation – assisted by a customer service representative	Immediate

Description	Processing Time (Calculated from the time the Bank Receives the Request)
Card Cancellation – self-serve through the Program Website	1 - 3 Business Days
Card Replacement – standard	5 – 10 Business Days
Card Replacement – emergency	2 Business Days

(b) Lost or Stolen Cards

The Customer and each Cardholder will notify the Bank as soon as it is aware that a Card is lost, stolen or missing and, if required, request a new Card. Upon receipt of the notice, the Bank will cancel the missing Card.

(c) Dispute Settlement Procedures

- (i) Transactions involving disputes between the Customer and a Vendor are to be handled pursuant to section 13(b).
- (ii) Within the Statement Review Period, the Customer or Cardholder will report to the Bank all disputed Charges. The Bank will then credit the appropriate Card Accounts the amount of the disputed Charges and commence an investigation with respect to those Charges.
- (iii) After the Bank investigates the disputed Charges, the Bank will re-post any valid Charges to the appropriate Card Accounts.

SCHEDULE 3 PRICING AND FEES

#	CHARGE	DESCRIPTION	Canadian Issued		U.S. Issued
			ANNUAL PROGRAM FEE	ANNUAL CARD FEE	ANNUAL CARD FEE
1.	Annual Fee	BMO Commercial Mastercard	None	\$25 CAD	N.A.
		BMO AIR MILES Commercial Mastercard	\$99 CAD	\$50 CAD	N.A.
		BMO CashBack Commercial Mastercard	\$49 CAD	\$50 CAD	N.A.
		BMO Not-for-Profit Commercial Mastercard	None	None	N.A.
		BMO Rewards Commercial Mastercard	\$49 CAD	\$50 CAD	N.A.
		BMO U.S. Dollar Commercial Mastercard	None	\$50 USD	N.A.
		BMO Harris Bank Commercial Mastercard	N.A.	N.A.	None ¹
2.	Statements (per Card per month)	Paper Statement	\$3 CAD		\$3 USD
		Electronic Statement	None		None
3.	Cash Advances Fees (the fee is a percentage of the total amount of the Cash Advance)	When the Cash Advance is made at a Bank branch or ATM	2%		4%
		When the Cash Advance is not made at a Bank branch or ATM	4%		4%
4.	Late Fee		1.75%		1.75%
5.	Foreign Transaction Fee		2.5%		2.0%
6.	Dishonoured Payment		\$29 CAD		\$29 USD
7.	Replacement ²	Couriered Card	TBD		TBD
		Sales Draft	\$3 CAD		\$3 USD
		Statement Reprint	\$3 CAD		\$3 USD
8.	Liability Waiver Programs	BMO Corporate Card Liability Waiver Program	None		None
9.	Technology Fees	Standard Reports	None		None
		Third Party Integration (Standard File) Set-Up Fee	\$500 CAD		\$500 USD
		Custom Training Services are billed at cost plus travel expenses	TBD		TBD

¹There are no annual card fees for the first 25 cards on the Account, thereafter an annual card fee of \$45 per card applies.

²Requests to courier rush Cards or issue replacement Statements or reports will be subject to the Bank's standard service charge for such items at the time of the request.

³Plus applicable taxes.

⁴Supplier fees for each change or cancellation to a travel arrangement may also apply and will be displayed at the time of booking based on the specific travel reservation.

SCHEDULE 4**DELIVERY OF INSURANCE DOCUMENTS****Distribution Protocol**

1. Insurance Documents applicable to the Customer or otherwise for the Customer's information will be posted to the Program Website and an e-mail will be sent to the Program Administrator advising of the posting of the Insurance Documents. The Program Administrator will provide the notice from the Bank to all Cardholders so that each Cardholder may directly access the Insurance Documents from the Program Website.
2. Where the Bank has sufficient Cardholder information, the Bank will endeavor to obtain the Cardholder's consent to the Electronic Distribution of Insurance Documents.
3. If the Bank has not obtained the Cardholder's consent to the Electronic Distribution of Insurance Documents or the Cardholder has withdrawn their consent to the Electronic Distribution of Insurance Documents, then the following terms apply:
 - (a) If the Bank has the Cardholder's mailing information, the Bank will mail Insurance Documents directly to that Cardholder.
 - (b) If the Bank does not have the Cardholder's mailing information, the Customer will act as that Cardholder's agent (through the Program Administrator) for the purposes of receipt and distribution of Insurance Documents to that Cardholder. In such capacity as agent: (i) Where the Cardholder has not expressed a preference to the Bank that they want to receive a hard copy of the Insurance Documents, the Customer agrees to the Electronic Distribution of Insurance Documents; and (ii) Where the Cardholder has expressed a preference to the Bank that they want to receive a paper copy of the Insurance Documents, the Bank will provide the Program Administrator with paper copies of the Insurance Documents for distribution to that Cardholder.
4. In addition to the Electronic Distribution of Insurance Documents, the Bank may provide Insurance Notices on Statements.
5. The Bank will at any time upon request provide the Program Administrator with paper copies of any Insurance Documents.

Miscellaneous Terms

6. Any Insurance Documents received through Electronic Distribution will be considered "in writing" and to have been signed and delivered by the Bank as though it were an original document.
7. The Customer and each Cardholder may change their Insurance Document preference from electronic to paper copy at any time by contacting the Bank at the contact particulars set out in Schedule 2.
8. Insurance Documents will remain posted to the Program Website and will be available until the date that the Agreement is terminated. It is the responsibility of the Customer and each Cardholder to retain a copy of each Insurance Document by saving or printing a copy while it is available to view.
9. The Bank may provide paper copies of Insurance Documents if the Bank is unable to provide the Insurance Documents through Electronic Distribution or for any other reason.