We're here to help.

BMO SYNC SERVICE SCHEDULE

This is a Schedule to the Treasury Services Master Agreement, Cash Management Services Master Agreement, or other master agreement for treasury and payment services (the "Master Agreement") currently in effect between you and Bank of Montreal ("Bank", "we", or "us"), and is subject to all of the terms and conditions contained in the Master Agreement. Any references herein to the Master Agreement shall be deemed to include the terms of this Schedule. Any capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Master Agreement or, if not defined therein, in any other applicable Schedule.

1. Services.

This service (the "Service") gives you access to a data exchange platform (the "Platform") that enables you to exchange business and financial data, including payment instructions, between you and us through one or more enterprise resource planning or accounting systems ("ERP Systems") as may be offered from time to time.

As part of the Service, we will process funds transfers ("Funds Transfers") based on payment information ("Payment Details") entered by you via your ERP System and transmitted or directed to us in data files created by the Service.

If you wish to use the Service to initiate Funds Transfers of a type that are offered by us as a separate service, you must also sign up for that service and complete the applicable Service Documentation and setup process and we must agree to provide that service to you.

The Service is made available to you in part pursuant to an agreement between us and FISPAN Services, Inc., along with its affiliates that may be involved in providing the Service (together, "FISPAN"). FISPAN provides and maintains the Platform and will be a third-party beneficiary to this Schedule and the Master Agreement (insofar as it applies to the Service), entitled to the benefits and protections of their applicable terms and conditions. FISPAN provides no deposit accounts or other financial services and neither transfers nor moves money in connection with the Service.

2. The Platform.

(a) Grant of Access Rights. Subject to the terms of this Schedule, we grant to you a non-exclusive, revocable, non-transferable, and limited right to access and use the Platform in accordance with the terms of this Schedule and for your internal business purposes only. You may not sell, lease, or provide, directly or indirectly, the Platform or any portion of the Platform (including data and other content) to any third party except as permitted in this Schedule. You acknowledge that the Platform is proprietary to FISPAN and that you receive no copyright, intellectual property rights or other rights (other than those described in this Schedule) in or to the Platform. You agree to comply with all guidelines, notices, advisories, restrictions, legends or disclaimers displayed on or linked to via the Platform and that we may otherwise communicate to you without prior notice.

(b) FISPAN EULA. In addition to the terms and conditions set forth in this Schedule and the Master Agreement, in consideration of us making the Platform available to you, you hereby agree to the terms of the FISPAN end-user license agreement, which is attached hereto as Appendix A.

3. Processing of Transactions.

Subject to the terms of this Schedule, we will process and effect settlement for Funds Transfers based on Payment Details

in accordance with and on the terms of the Schedule, if any, for the particular Funds Transfer service, or if applicable, the Master Agreement or governing account agreement. In the event of any conflict between the terms of this Schedule and any such other agreement, the terms of this Schedule will control. We will originate Funds Transfers before the applicable deadlines, provided that you transmit or deliver Payment Details to us in compliance with (i) the applicable Security Procedures and (ii) the format requirements and cut-off hours established by us from time to time.

You agree that you are solely responsible for the accuracy and completeness of all Payment Details you or your vendor transmit or direct to us. We are not responsible for detecting errors contained in any of your Payment Details, and we are entitled to rely on the information contained in the Payment Details. We may treat Payment Details received by us after our cut-off hours as received on the following Business Day.

4. Payment.

You agree to pay us for the amount of each Funds Transfer as provided in the Schedule for the particular Funds Transfer service, or if applicable, the Master Agreement or governing account agreement. We may, in our sole discretion, initiate reversals of Funds Transfers for which you have not paid us or for which there is not adequate prefunding or credit approval.

5. Rejection of Funds Transfers or Payment Details.

Except as otherwise expressly provided in a written agreement signed by us, we have the right to reject, and refuse to accept, any Payment Details for any reason, including your failure to maintain a sufficient balance of immediately available funds in the account specified in the Payment Details. If you attempt to use the Service to initiate Funds Transfers of a type that are offered by us as a separate service, and you are not subscribed for that service, then we will reject those Funds Transfers. However, you nevertheless agree to pay us for the amount of any such Funds Transfer which is not rejected. We will have no liability to you based on our rejection of any Payment Details or Funds Transfer. If we reject any Payment Details or Funds Transfer, we will endeavor to notify you, but we will have no liability to you based on the fact that we did not notify you.

6. Cancellation or Amendment of Transactions.

You have no right to cancel or amend any Payment Details after they have been received by us. However, we will make a reasonable effort to act on your request to cancel or amend Payment Details before we process your instructions, but we will have no liability if we are unable to effect such cancellation or amendment.

7. Rules.

You agree to comply with all laws, regulations, and rules applicable to the Service, including, without limitation, the rules and regulations of the clearing house for the particular Funds Transfer type.

8. Limitation of Liability.

(a) WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PLATFORM OR ANY ERP SYSTEM. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE PLATFORM IS PROVIDED ON AN "AS IS" BASIS AT YOUR SOLE RISK. WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY WARRANTY FOR THE USE OR THE RESULTS OF THE USE OF THE PLATFORM OR ANY ERP SYSTEM WITH RESPECT TO ITS CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, OR CONTINUED AVAILABILITY. WE SHALL HAVE NO RESPONSIBILITY FOR ANY OTHER ASPECT OF THE PERFORMANCE OF THE PLATFORM OR ANY ERP SYSTEM OR FOR ANY FAILURE OR DELAY IN THE EXECUTION OF ANY TRANSACTIONS THROUGH THE PLATFORM OR ANY ERP SYSTEM.

(b) YOU ACKNOWLEDGE THAT ELECTRONIC ACCESS TO SYSTEMS THROUGH THE INTERNET OR OTHER NETWORKS, WHETHER PUBLIC OR PRIVATE, MAY NOT BE SECURE. WE MAKE NO WARRANTY WHATSOEVER TO YOU, EXPRESS OR IMPLIED, REGARDING THE SECURITY OF THE PLATFORM OR ANY ERP SYSTEM, INCLUDING WITH RESPECT TO THE ABILITY OF UNAUTHORIZED PERSONS TO INTERCEPT OR ACCESS INFORMATION TRANSMITTED THROUGH THE SERVICE, AND WE DISCLAIM ALL LIABILITY FOR ANY SECURITY BREACH THAT DOES NOT RESULT FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. Delay.

We are not responsible for any delay or failure to effect your Payment Details and Funds Transfers due to circumstances beyond our control including disruptions in communications facilities, power or equipment failures and the neglect, action or failure to act of any other bank, intermediary, clearing house, or funds transfer system.

10. Suspension; Termination.

We may suspend or terminate the Service upon notice to you if you do not comply with the requirements of this Schedule or if we are unable to verify your compliance with the requirements of this Schedule to our reasonable satisfaction. We may also suspend or terminate the Service upon notice to you if our agreement with FISPAN in connection with providing the Service is terminated or if FISPAN otherwise ceases to support the Service for any reason.

11. Miscellaneous.

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

By signing below, the client named below ("Client") agrees to be bound by all terms, conditions, and procedures included in this BMO Sync Service Schedule. Client further represents and warrants that the person executing this BMO Sync Service Schedule on Client's behalf is authorized to act on Client's behalf, as provided in Client's authorizing documents, with full power and authority to execute this BMO Sync Service Schedule on Client's behalf. This BMO Sync Service Schedule will replace and supersede all previous versions.

APPENDIX A TO BMO SYNC SCHEDULE
FISPAN EULA

FISPAN Services, Inc ("FISPAN") provides a technology Platform and related connector products (the "Service") that facilitates the exchange of business and financial data (including payment and account-related information and instructions, collectively, the "Data"), between banks and their business customers, through the customer's ERP or accounting system (the "ERP System").

Pursuant to your agreement (the "Bank Agreement") with BANK OF MONTREAL ("Bank"), you are receiving the right to use the Service to exchange Data with Bank. Your right is governed by, and subject to your continued compliance with, these terms and conditions (the "EULA"), and by using the Service you are agreeing to the terms and conditions set forth in this EULA.

1. The Service

   a. IP Rights. The Service (together with associated connectors, APIs, and software, and related documentation and materials, the "Materials") contains valuable intellectual property rights which are proprietary to FISPAN and its licensors, which reserve all such rights. You do not acquire any such rights, except for the limited right to use the Service as described in this EULA, notwithstanding any suggestions, ideas, enhancement requests, recommendations or other feedback provided by you relating to the Materials (the "User Input"), and you hereby grant to FISPAN a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use any User Input in connection with the Materials, including incorporating the User Input therein.

   b. Confidentiality. You acknowledge that the Materials constitute valuable confidential and proprietary information of FISPAN, and the provisions of this EULA are fair and reasonable to protect the interests of FISPAN in respect thereof. You agree to hold and keep in strict confidence the Materials and use them only for as necessary for your authorized use of the Service. You may disclose the Materials to your employees, consultants and contractors and advisors ("Representatives") who have a need to know such Materials, and whose duties require them to possess the Materials, in connection with your authorized use, and who are bound by non-use and non-disclosure obligations at least as protective as those contained in this EULA. You will ensure that such Representatives are informed of and comply with their confidentiality obligations and you will be responsible for any breach of the terms of this EULA by them. You will use the same standard of care to protect the Materials that you apply to your own confidential information, which shall in any event be not less than reasonable measures. You will promptly advise FISPAN of any unauthorized disclosure, misappropriation or misuse of the Materials that comes to your attention. If you are obligated by law to disclose any Materials as a result of a court order or pursuant to governmental action, you shall (unless prohibited by law) promptly inform FISPAN so that it is given an opportunity to object to or challenge such disclosure, and to obtain protective relief or any other appropriate remedy.

   c. Scope of Use. You may use the Service only to transmit Data as contemplated in the FISPAN documentation provided as part of your onboarding or otherwise (the "Documentation") and solely as authorized by your Bank Agreement, and may not use the Materials for any other purpose unless expressly permitted in writing by FISPAN. In particular, you will not, directly or indirectly, do any of the following in relation to the Materials: (a) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile any part thereof; (b) delete or modify any intellectual property and/or confidentiality notices that may be incorporated therein; or (c) resell, lease or provide our services in any way not expressly permitted through our services (including as part of any application service provider, service bureau, "white labeling", "private labeling", facilities management, timeshare, or other similar arrangements or services); or (d) otherwise use or reference the Materials to build a product or service competitive with the Service or that uses similar ideas, features or functions as the Service.

   d. Changes; Suspension or Termination. FISPAN will update the Materials from time to time and may add or remove functionality, with or without notice to you. FISPAN reserves the right to suspend or terminate your access to the Service if you use the Service in violation of this EULA or the Documentation; in the event of any termination, for whatever reason, you will promptly discontinue your use of the Materials and delete any copies in your possession or control. In addition, in certain circumstances, FISPAN may temporarily suspend access to the Service for

maintenance purposes or to address any actual or threatened security or payment-related issue or risk, or for similar issues.

e. Maintenance and Support. Unless otherwise agreed between FISPAN and Bank, your access to maintenance and support services are on a "Tier 2" basis through Bank – all support requests in relation to the Services, including any reports of errors or outages, must be made by you to Bank pursuant to procedures established by Bank, and not to FISPAN. You will follow Bank's and FISPAN's instructions in relation to maintenance and support, including promptly installing any updates provided from time to time, and otherwise cooperate with Bank and FISPAN, as reasonably requested, in connection with the operation, performance, maintenance and improvement of the Service.

f. Authorizations. Any transaction submitted through the Service that is sent with a valid credential will be considered a valid and authorized transaction. You are responsible for auditing and securing the functions which your operators can perform through your systems with the Service. You agree to comply with any additional requirements, authorizations, or other information as required by the Service, including with any payment instruction requirements, or in relation to formatting and other technical requirements, and specifications for transmission (including volume limits and timeframes for transmission). You must follow all security procedures agreed with Bank in connection with the processing of Data through the Service, and are solely responsible for securing your account IDs, passwords, tokens, hints, or any other means that you use to access the Service, your Bank account, your ERP, or related accounts and services.

g. Derived Data. For the purposes of this clause, the term "Derived Data" means any information or data resulting from any use of the Service by you or on your behalf, including your Data, but excluding personal information, whether alone or in conjunction with other data, provided that any Data incorporated therein is anonymized such that it is not capable of being used to identify your or any of your users, including any technical data and information regarding your systems, software and peripherals and other information generated to track and report activities associated with use of the Service. You acknowledge and agree that FISPAN may use Derived Data for its own internal business purposes such as research, development and Service improvement or evolution, and may share the Derived Data with third party partners in connection therewith (the "Derived Data Sharing"); provided, however, that (i) the Derived Data that incorporates your Data may not be re-sold or otherwise directly monetized (excluding any indirect monetization in the form of increase in value of the Service or Materials or related FISPAN intellectual property rights) and (ii) you may opt out of Derived Data Sharing in relation to your Data (if any) included as part of the Derived Data, by sending an email entitled "Data Sharing Opt-Out Notice" to the following address: bmo.onboarding@fispan.com.

2. Disclaimers; Exclusions and Limitation of Liability

a. Security Procedure. Your permission to use the Service to exchange Data is based on the assumption that all payments to be made based on Data (including instructions) provided through the Service have been approved by your representative duly authorized to so approve the payments or have been verified by the Bank pursuant to a security procedure agreed between you and the Bank (whether pursuant to UCC Article 4A or otherwise) (the "Security Procedure"). NOTWITHSTANDING ANYTHING TO THE CONTRARY BUT WITHOUT PREJUDICE TO THE TERMS HEREOF THAT LIMIT OR EXCLUDE THE LIABILITY OF FISPAN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FISPAN IS NOT RESPONSIBLE FOR ANY FUNDS TRANSFER, INSTRUCTION FOR THE TRANSFER OF MONEY, OR OTHER PAYMENT THAT IS INCORRECT, MISDIRECTED, LOST OR OTHERWISE PAID TO THE WRONG PERSON, OR FOR ANY OTHER PAYMENT-RELATED ERROR OR DELAY, HOWSOEVER CAUSED, INCLUDING AS A RESULT OF ANY FAILURE OR DELAY INVOLVING THE SERVICE, TO THE EXTENT SUCH FAILURE OR DELAY COULD HAVE BEEN AVOIDED BY AN APPROPRIATE AND PROPER-FUNCTIONING SECURITY PROCEDURE OR TO THE EXTENT ATTRIBUTABLE TO ANY FAILURE, DELAY OR OTHER ISSUE WITH ANY SECURITY PROCEDURE OR YOUR FAILURE TO FOLLOW THE SECURITY PROCEDURE.

b. Third Party Providers.

(i) ERP Providers. The Service is designed to integrate and interoperate with the ERP Systems that are owned

or operated by third parties (eg, Xero, Intuit, Oracle, Microsoft) (the "ERP Providers"), and the proper performance of the Service, and FISPAN's responsibilities in respect thereof, are dependent upon the functionality and performance of the ERP System and receipt of assistance and cooperation from such ERP Providers, including in respect of licensing and access rights (eg, to ERP System-related data and APIs) and maintenance and support (eg, in respect of new releases and versions of ERP Systems). Accordingly, (i) any questions relating to particular ERP Systems should be referred to your ERP Provider, not FISPAN, and (ii) in respect of any obligation or responsibility in respect of which FISPAN reasonably requires the assistance or consent of the relevant ERP Provider in order to comply, FISPAN shall instead be obliged to use commercially reasonable efforts to obtain such assistance or consent, as applicable; (iii) FISPAN is not responsible for the ERP Systems or your use of same, or any Data provided to FISPAN by your ERP Provider, and shall not be held liable for issues or delays caused by the ERP Providers, or by limitations in the applicable ERP System, including any failure or delay to provide FISPAN with necessary licenses, rights, information and assistance to enable it to develop and maintain the Service for use with the applicable ERP System or version thereof; and (iv) the continued provision of the Service may be dependent upon your agreements with the ERP Providers, as may be required by the ERP Providers for connectivity and other purposes. The ERP Provider is your agent, and any action taken by ERP Provider shall be considered an action taken by you under this EULA, and not by FISPAN, and your ERP Provider is not FISPAN's agent, representative, supplier or vendor.

(ii) Cloud Provider. The availability of the Service depends upon permissions and services from third party cloud providers, including pursuant to agreements in place with them. FISPAN will use reasonable efforts to maintain such cloud services and related agreements in order to be able to continue to provide the Services without impacting the end users.

c. Indemnification. You agree to indemnify, defend and hold harmless FISPAN, all of its affiliates, and each of its and their respective shareholders, directors, officers, and employees (the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities and expenses (including all fees of counsel with whom any Indemnified Party may consult and all expenses of litigation or preparation therefor) which any Indemnified Party may incur, or which may be asserted against any Indemnified Party by any person, entity or governmental authority, in connection with or arising out of (i) your use of the Materials in breach of these EULA Terms, or (ii) your breach of any obligation owed to the Bank or any other third party; or (iii) your violation of any laws and regulations; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. You may participate at your expense in the defense of any such action or claim which is subject to indemnification.

d. NO WARRANTY. THE MATERIALS ARE PROVIDED "AS IS" AND FISPAN DOES NOT MAKE, AND HEREBY FULLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING THE MATERIALS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, AND WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING ANY REPRESENTATION, WARRANTY OR CONDITION THAT THE MATERIALS WILL MEET YOUR REQUIREMENTS, OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

e. CLAIMS; EXCLUSIONS AND LIMITATIONS OF LIABILITY

(i) ALLOCATION OF RISK. You acknowledge that the Service is being made available to you without any fee or other payment by you to FISPAN and without any other direct financial benefit to FISPAN other than the subscription fees (if applicable) paid by Bank to FISPAN. ACCORDINGLY, YOU AGREE THAT THE TERMS OF THIS EULA, INCLUDING IN PARTICULAR THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH HEREIN, ARE FAIR AND REASONABLE IN LIGHT OF THE FOREGOING AND APPROPRIATELY ALLOCATE RISK, AND FISPAN HAS RELIED UPON THEM IN GRANTING YOU ACCESS TO THE MATERIALS.

(ii) ASSERTION OF CLAIMS. IF YOU HAVE ANY CLAIMS IN RELATION TO THE SERVICE, YOU WILL ASSERT THEM AGAINST THE BANK AND NOT AGAINST FISPAN, AND YOU HEREBY WAIVE ANY RIGHT TO PURSUE ANY CAUSE OF ACTION AGAINST FISPAN IN RELATION TO THE SERVICE, WHETHER ARISING OR ASSERTED ON THE BASIS OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

(iii) LIABILITY CAP; EXCLUSION OF DAMAGES. IF, NOTWITHSTANDING THE FOREGOING, FISPAN IS HELD LIABLE TO YOU FOR ANY REASON WHATSOEVER IN CONNECTION WITH THE SERVICE OR MATERIALS, YOU AGREE THAT (1) FISPAN'S AGGREGATE LIABILITY TO YOU (AND ANYONE CLAIMING THROUGH YOU) SHALL NOT EXCEED FIVE THOUSAND U.S. DOLLARS (US $5,000); AND (2) SUCH LIABILITY SPECIFICALLY EXCLUDES ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE LOSSES OR DAMAGES, OR ANY LOSSES OR DAMAGES (WHETHER DIRECT OR INDIRECT) FOR LOSS OF USE, LOSS OF REVENUES OR PROFITS, LOSS OF GOODWILL OR REPUTATION, OR LOSS OR CORRUPTION OF DATA.

(iv) APPLICATION. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL APPLY (A) TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND (B) WHETHER ANY CLAIM IS BROUGHT BY YOU DIRECTLY AGAINST FISPAN OR OTHERWISE (EG, THROUGH THE BANK), AND REGARDLESS OF THE LEGAL THEORY OR CAUSE OF ACTION (WHETHER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

(v) Third Party Beneficiary. You acknowledge and agree that FISPAN is a third-party beneficiary of your Bank Agreement and the limitation of liability provisions therein, provided that in the event of any conflict or inconsistency between the Bank Agreement terms and the terms of this EULA, then as between you and FISPAN, the terms of this EULA shall prevail to the extent of any conflict or inconsistency. Other than FISPAN's affiliates, no other third party shall be considered a third party beneficiary of this EULA.

3. General

a. Governing Law and Jurisdiction. This EULA and the transactions contemplated hereby and all matters arising out of or relating thereto, including), shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of conflicts of law principles of the State of New York. Any legal action or proceeding arising out of or relation to this EULA or the Service will be brought exclusively in the state courts located in New York County, New York, or the federal courts in the Southern District of New York, and (subject to Section 3(d)) the Parties agree to submit to the exclusive jurisdiction of (and agree that venue is proper in) such courts. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods are specifically excluded from application to these Terms.

b. WAIVER OF JURY TRIALS AND CLASS ACTION PROCEEDINGS. BY ENTERING IN THIS AGREEMENT, YOU ARE WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY, AND YOU UNDERSTAND AND AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ON AN INDIVIDUAL BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, (I) YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BRING CLAIMS AGAINST FISPAN ONLY IN YOUR INDIVID CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; AND (II) CLASS ACTIONS, CLASS ARBITRATIONS, REPRESENTATIVE ACTIONS, AND/OR CONSOLIDATION OF ACTIONS OR ARBITRATIONS ARE NOT ALLOWED, AND YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED YOUR RIGHTS TO PARTICIPATE IN A CLASS ACTION.

c. Injunctive Relief. Notwithstanding Section 3(a), in the event of any breach or threatened breach of your confidentiality, scope of use, intellectual property-related obligations, or similar obligations hereunder, FISPAN will be entitled to seek injunctive and other equitable relief to enforce such obligations, in any court of competent jurisdiction.

d. Notices. FISPAN's physical address for notices is that of its Vancouver headquarters at 355 Burrard Street, Suite 250, Vancouver, BC, Canada V6C 2G8 Attn: Legal Notice, and its email address for notices is legalnotices@fispan.com, and your physical and email addresses for notices are those designated in the Services or as otherwise agreed with

FISPAN and Bank. Either Party may change its address(es) for notice by providing notice to the other in accordance with this Section.

e. Assignment. You may not assign any of your rights or obligation under this EULA, whether by operation of law or otherwise, without FISPAN's prior written consent, and any purported assignment in violation of this Section is void. FISPAN may assign this EULA and its rights and obligations hereunder in connection with any merger, consolidation or reorganization involving FISPAN (regardless of whether FISPAN is a surviving or disappearing entity), or a sale of all or substantially all of FISPAN's business or assets relating to the Service to an unaffiliated third party. This EULA is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

f. Other. No failure or delay by FISPAN in exercising any right under this EULA will constitute a waiver of that right, and no waiver of any breach or default shall constitute a waiver of any subsequent breach or default. The exercise of any remedy under this EULA will be without prejudice to other remedies available under this EULA or otherwise. If any provision of this EULA is held to be invalid or unenforceable, the provision will be deemed null and void, and the remaining provisions of this EULA will remain in full force and effect. You expressly understand and agree that nothing in this EULA will be construed to create a partnership, joint venture, or agency relationship between you and FISPAN. This EULA constitutes the complete and exclusive agreement between FISPAN and you concerning the Service and supersedes all other agreements or understandings, written or oral, relating thereto.