We're here to help.

Comprehensive Payables Service Schedule

This is a Schedule to the Treasury Services Master Agreement (the "**Master Agreement**"). All capitalized terms not defined in this Schedule shall have the meaning given to them in the Master Agreement or in any other applicable Schedule. In addition to the terms and conditions in the Master Agreement, the Client agrees to the following:

1. Services

1.1. With BMO's Comprehensive Payables service, BMO will process funds transfers ("**Funds Transfers**") or create paper cheques, as instructed by you, and based on payment details ("**Payment Details**") contained in data files transmitted or directed to BMO by you (the "**Service**"). The underlying transactions for the Service including Funds Transfers and cheques are sometimes referred to as "**Transactions**".

1.2. If you wish to use the Service to initiate Transactions of a type that are offered by BMO as a separate service, you must also sign up for that service and you will be bound by the service schedule related to that separate service. You agree and acknowledge that certain separate services may require approvals and/or further documentation prior to implementation and that BMO must agree to provide that service to you. If you wish to use the Service to initiate paper cheque Transactions, you must also sign up for our Positive Pay service and you will be bound by the applicable schedule. You agree and acknowledge that BMO must agree to provide the service to you.

1.3. Payment Details may be transmitted to us directly to us through such file transfer services as BMO may offer or accept from time to time, or by other means expressly approved by BMO in writing in advance. You are responsible for complying with the requirements and procedures of the system you choose to transmit Payment Details to BMO.

2. Processing of Transactions

2.1. *Funds Transfer*. Subject to the terms of this Schedule, BMO will process and effect settlement for Funds Transfers based on the 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 shall prevail to the extent of such conflict or inconsistency and the provisions of such other agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency. BMO will originate Funds Transfers before the applicable deadlines, provided that you transmit or deliver the Payment Details to BMO in compliance with (i) the applicable security procedures and (ii) the format requirements and cut off hours established by BMO from time to time.

2.2. *Paper Cheques*. Subject to the terms of this Schedule, BMO will prepare and print paper cheques based on the Payment Details as required, affix the authorized signature you provide to BMO, and mail the cheques in our normal processing schedule. BMO will create a Positive Pay file of issued and outstanding cheques to reflect the cheques prepared and mailed by BMO.

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

3. Payment

3.1. You agree to pay BMO 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. BMO may, in our sole discretion, initiate reversals of Funds Transfers for which you have not paid BMO or for which there is not adequate prefunding or credit approval.

3.2. Cheques will be drawn on the Account designated in the setup process and charged to that Account as provided in the governing Account Agreement and the Positive Pay Schedule.

4. Rejection of Transactions or Payment Details

4.1. Except as otherwise expressly provided in a written agreement signed by BMO, BMO has 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 Transactions of a type that are offered by BMO as a separate service, and you are not subscribed for that service, then BMO will reject those Transactions. However, you nevertheless agree to pay BMO for the amount of any such Transaction which is not rejected. BMO will have no liability to you based on our rejection of any Payment Details or Transactions. If BMO rejects any Payment Details or Transactions, BMO will endeavor to notify you, but BMO will have no liability to you based on the fact that BMO did not notify you.

5. Cancellation or Amendment of Payment Details

5.1. You have no right to cancel or amend any Payment Details after it has been received by BMO. However, BMO will make a reasonable effort to act on your request to cancel or amend Payment Details before BMO processes your instructions, but BMO will have no liability if BMO is unable to effect such cancellation or amendment.

6. Security Procedures

6.1. Subject to Appendix A, you and BMO agree that the Payment Details transmitted or delivered by you or on your behalf be delivered to BMO pursuant to security procedures as provided in the Master Agreement and in this Schedule (including Appendix A hereto) (the "**Security Procedures**"). These Security Procedures include important security features which are available only if your Payment Instructions are transmitted in accordance with these procedures. You acknowledge that you have reviewed the Security Procedures and agree that they are commercially reasonable for you as a means of authenticating Payment Details communicated by you or on your behalf to BMO in light of the size, frequency, and amount of Transactions you expect to initiate.

You acknowledge that the Security Procedures are used to verify the authenticity of, and not to detect errors in, the transmission of, or content of Payment Details. Any Payment Details delivered or transmitted by you or on your behalf in your name is effective as your payment instruction and will be enforceable against you whether or not authorized and regardless of the actual identity of the signer, sender, or transmitter, if such Payment Details is received in accordance with the applicable Security Procedures and BMO accepts such Payment Details in good faith.

6.2. BMO may use additional procedures to verify or authenticate Payment Details, other than those described herein, and you agree to implement any other reasonable procedures established by BMO from time to time in order to further protect your Payment Details.

6.3. BMO has no obligation to accept any Payment Details that is not transmitted or delivered in compliance with the Security Procedures and BMO will not be liable for any losses, damages or costs suffered by you or any third party as a result of (i) our refusal to act upon any Payment Details which has been transmitted or delivered to us other

than in accordance with the Security Procedures and other procedures described herein after reasonable efforts to verify the authenticity of such Payment Details have failed, or (ii) our delaying such action until such verification is obtained.

7. Rules

7.1. You agree to comply with all laws, statues, regulations, and rules applicable to the Service, including, without limitation, the rules and regulations of the appropriate clearing house.

8. Remittance Advice

8.1. As an optional service for Transactions, BMO will provide your payment recipient with a remittance advice containing remittance details as instructed by you using delivery methods that we may offer or employ from time to time in our discretion.

9. Delay

9.1. BMO is not responsible for any delay or failure to effect your Payment Details and Transactions 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 or processing clearing house.

10. Limitation of Liability

10.1. BMO will only be liable to you for use of the Service as set forth in the Master Agreement, this Schedule, and the Schedules for the particular Funds Transfer services.

11. Miscellaneous

11.1. This schedule has been executed as provided in the Treasury Services Selection Agreement (the "**Selection Agreement**") forming a part of the Master Agreement.

The Comprehensive Payables Service Schedule includes the following Appendix associated with it:

- APPENDIX A – Comprehensive Payables Service Schedule Security Procedures

APPENDIX A
Comprehensive Payables Service Schedule Security Procedures

I. Transmission of Payment Details via File Transfer

A. Service Setup

BMO offers the ability to transmit Payment Details to BMO via the Internet using a direct, machine-to-machine file transfer capability. BMO will assist you with setup and testing of the file transfer capability. Through this process you are authorizing persons who have or obtain access to the secure transmission channel to transmit Payment Details to BMO via the transmission channel.

B. Security Procedures

BMO's Security Procedures for the transmission or delivery of Payment Details via file transfer are to require that all file be sent by means of a secure, encrypted channel established between you and BMO as part of the testing and service implementation process. The channel is secured via user ID and password as well as a public and private key-pair cryptographic system.

BMO's Security Procedures for the transmission or delivery of Payment Details via file transfer also include those security measures that BMO may offer and you may accept from time to time, such as device authentication, IP address verification, dollar limits, and international entitlements.

C. General

If you choose not to accept any of the security procedures offered by BMO (including, without limitation, having all files be sent by means of a channel secured by both user ID and password as well as a public and private key-pair system), then you are refusing the security procedures offered and recommended by BMO as being commercially reasonable for you, and you agree to be bound by any payment details contained in data files transmitted or directed to BMO, whether or not authorized, which are issued in your name and accepted by BMO in compliance with the security procedures used by you (which may include, without limitation, using a communication channel secured only by user ID and password or only by a public and private key-pair system, but not both).

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