



## **BMO Bank N.A.**

### **BMO Handbook**

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**Dated February 9, 2026**

**Deposit Account Agreement for Personal and Business Accounts**  
**Overdraft Funding Agreement for Personal Accounts**  
**Overdraft Funding Agreement for Business Accounts**  
**Safe Deposit Box Services Agreement (for boxes opened after May 5, 2024)**

These documents contain important terms and conditions, including your rights and responsibilities, regarding your deposit Account, overdraft funding service and safe deposit box with us.

Please read this carefully and be sure to keep it handy for future reference. If you need additional information or have questions, please call us and we will be happy to help you.

Your deposits are insured by the FDIC up to the maximum limits allowed by law. Information and tools describing how deposit insurance coverage works are provided by the FDIC at [www.fdic.gov](http://www.fdic.gov) or by calling 1-877-ASK-FDIC or 1-800-925-4618 (for the hearing impaired).

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#### **NEW ACCOUNT OPENING PROCEDURES**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person and business who opens an Account.

**What this means for you:** When you open a personal Account, we will ask for your name, address, date of birth, Social Security Number, driver's license or other identifying documents that will allow us to identify you. When you open a business Account, we will ask for your business name, Taxpayer Identification Number and business address and other documents that will allow us to identify your business and confirm your authority. We will also ask you for your name, residential address, date of birth, Social Security Number and other identifying documents including your driver's license that will allow us to identify you.

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**ARBITRATION DISCLOSURE.** The Deposit Account Agreement for Personal and Business Accounts contains an arbitration provision to be followed in the event of any disputes between you and us in connection with your Account(s) or the agreements related thereto. Please read the Arbitration Provision in Section 7.EE of the Deposit Account Agreement carefully. It requires, with limited exceptions, all disputes between you and us relating to your Account(s) or your Deposit Account Agreement to be resolved by final and binding arbitration. Section 7.EE also contains a class action and jury trial waiver. **YOU HAVE THE RIGHT TO OPT OUT OF THE ARBITRATION PROVISION.** Unless you opt out of the Arbitration Provision within 60 days: (1) you will only be permitted to pursue disputes or Claims and seek relief against us on an individual basis, not as a member in any class or representative action or proceeding and you waive your right to participate in a class action lawsuit or class-wide arbitration; and (2) you are waiving your right to pursue disputes or Claims and seek relief in a court of law and have a jury trial. Subject to Applicable Law, Section 7.M and 7.EE require any Claims related to your Account to be commenced no later than one year after the conduct giving rise to the alleged Claim occurs or else that Claim will be permanently barred.

**OVERDRAFT DISCLOSURE.** The Deposit Account Agreement for Personal and Business Accounts contains detailed information regarding how Items will be processed against your Account, how you may incur an Overdraft, and the fees that you may incur if you do not have Sufficient Available Funds in your Account when the Items are presented for payment. Please read the discussion on Insufficient Funds and Overdrafts in Section 2.B of the Deposit Account Agreement.

## I. GLOSSARY

This Glossary contains defined terms used in the Deposit Account Agreement for Personal and Business Accounts, the Deposit Account Disclosure, the BMO Business Service Fee Schedule, the Overdraft Funding Agreement for Personal Accounts, the Overdraft Funding Agreement for Business Accounts and the Safe Deposit Box Services Agreement.

**Account, Checking Account or Savings Account**, as applicable, means each checking and/or savings deposit account you have with us that is governed by this Agreement.

**Account Owner** means each person or entity that has an ownership interest in the Account as designated on our records.

**Account to Account Payment**, sometimes also called a PIN-less debit card transaction, means a direct transfer of funds using your Card from your Account to another account owned by a third party that may be held at a financial institution other than BMO. Generally, Account to Account Payments are used to pay bills to vendors.

**ACH** refers to any automated clearing house which processes credits and debits through an electronic network.

**Agreement** refers to the Deposit Account Agreement for Personal and Business Accounts.

**Applicable Law** means applicable federal law and Illinois law (to the extent not preempted by federal law), rules and regulations of the Board of Governors of the Federal Reserve System, ACH rules, and Card association rules, including those that may modify the terms of this Agreement. To the extent not allowed by applicable federal and Illinois law, the laws of the state where your Account is assigned or your Box is located, as applicable, will govern. Typically, your Account will be assigned to the branch or location where it was opened. However, we reserve the right upon notice to you to assign your Account to a particular branch in a different state and the laws of that state will then govern your Account. For Dormant Accounts, the applicable law for unclaimed property purposes will be the law of the state of your address, as shown in our records. For Dormant Boxes, the applicable law for unclaimed property purposes will be the law of the state where the Box is located.

**ATM** refers to an automated teller machine.

**ATM Card** means any Card that is labeled "ATM Card" on the front of the Card, or any Card that can only be used to conduct transactions at an ATM.

**Authorized Signer** refers to the individual(s) named in the legal documents accepted by us evidencing that such individual has the authority, as specified in the legal documents, which may include the authority to transact and affect legal change to the Account on behalf of the Account Owner(s).

**Auto Pay** means automatic periodic scheduled payments automatically deducted from a Checking or Savings Account with us to pay a loan with us.

**Auto Save** means automatic periodic scheduled transfers between your Accounts.

**Average Collected Balance:** For business Accounts, the Average Collected Balance is calculated by adding the Collected Balance in the Account for each day of the period (monthly or other applicable period) and dividing that figure by the total number of days in that period. The Average Collected Balance for the period may be a negative number if we permitted you to overdraw the Collected Balance on any day(s). For business Accounts that are not subject to Earnings Credit, the Average Collected Balance may be calculated based on the number of days the Account was open during the relevant period.

**Average Daily Balance:** The Average Daily Balance is calculated by adding the Ledger Balance in the Account for each day of the statement period and dividing that figure by the total number of days in the statement period.

**Average Ledger Balance:** The Average Ledger Balance is calculated by adding the Ledger Balance in the Account for each day of the statement period and dividing that figure by the total number of days in the statement period.

**BMO** refers to BMO Bank N.A.

**BMO ATM** refers to an ATM in the United States branded with the BMO logo.

**BMO ATM Transaction** means a transaction conducted at a BMO ATM including, for example, a deposit, withdrawal, transfer or balance inquiry.

**BMO Business Service Fee Schedule** refers to the description of an Account's features, including a schedule of fees, interest rates (if applicable) and important Account disclosures provided to customers when a business Account is opened, including any changes or amendments from time to time. BMO Business Service Fee Schedules apply to business Accounts and do not apply to personal Accounts.

**BMO Banker** means a BMO personal banker or teller.

**The BMO Family of Companies** means BMO Bank N.A. and all affiliates such as our brokerage, insurance, and investment advisory companies, which are affiliated with BMO by common ownership or control.

**Box** means a safe deposit box offered by us at one of our locations.

**Business Days** are Monday through Friday excluding any holiday on which the Bank and/or the Federal Reserve are closed for processing. Transactions received or occurring on a day other than a Business Day will be posted the next Business Day.

**Card** means any ATM card, debit card, contactless debit card, or other electronic device or vehicle (such as any digital card, digital code, electronic serial number, mobile identification number, or personalized identification number) that is issued by the Bank and used to access your Account for an ATM transaction, POS purchase or cash advance. Card excludes any gift card or other prepaid card not directly related to an Account.

**Cardholder** refers to any individual to whom you have authorized us to issue a Card for use in connection with your Accounts. For business Accounts, a Cardholder may include employees, officers and other agents of the underlying business. For personal Accounts, a Cardholder may include your power of attorney or agent.

**CD** refers to Certificate of Deposit.

**Check** means check, draft, electronic image, or other negotiable instrument, including substitute checks deposited to or debited from your Account including withdrawals.

**Check Images** means copies of your canceled Checks.

**Checking Account** is defined under "Account" above.

**Claims** means all disputes, controversies, or claims between you and us arising out of or relating to your Account(s), this Agreement, any other agreement related to your Accounts, or any transactions arising thereunder, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. As used herein, "Claims" do not include any disputes or claims arising out of or relating to any credit card agreement or any agreement for a loan secured by real property (including, for example, a home equity line of credit).

**Collected Balance** means the balance in your Account at the close of the Business Day, consisting of cash, wire transfers and electronic deposits, plus those non-cash items on deposit for which you have received credit, and interest credited to the Account, minus all withdrawals and other debits to the Account.

**Company** refers to any business entity, including a corporation, unincorporated association, partnership, limited liability company or sole proprietorship.

**Contract** refers to the Safe Deposit Box Services Agreement.

**Daily Balance Method** means the method used to calculate interest on your Account. We take the Daily Rate and multiply it by the Collected Balance in your Account each day.

**Daily Rate** is the interest rate applicable to your Account divided by 365 days (or 366 days in a leap year).

**Debit Card** means any Card other than an ATM Card.

**Deposit Account Agreement** means the Deposit Account Agreement for Personal and Business Accounts and includes additional banking service disclosures and terms provided to you by the Bank when we open your Account, when you receive new products and services or if we change terms and conditions of your Account. For personal Accounts, in addition to this Agreement, see the (i) Deposit Account Disclosure; (ii) the Privacy Notice; (iii) the signature card you sign when you open your Account; (iv) Interest Rate Sheet, if applicable; and (v) any additional banking service disclosures regarding your Account we may provide you. For business Accounts, in addition to this Agreement, see the (i) BMO Business Service Fee Schedule; (ii) Interest Rate Sheet, if applicable; (iii) Account opening documentation; and (iv) any special supplements as applicable to your Accounts which include important Account disclosures.

**Deposit Account Disclosure** refers to the description of an Account's features, including, but not limited to, a schedule of fees, interest rate information (if applicable) and important personal Account disclosures required by Applicable Law provided to consumers and other personal Account holders when an Account is opened, including any changes or amendments from time to time. Deposit Account Disclosures do not apply to business Accounts.

**Digital Wallet** means any digital platform that stores Card information for making payments.

**Direct Deposit** means automatic electronic deposit of recurring payments such as payroll, government benefits, and other preauthorized credits to your Account.

**Dormant** means there has not been a transaction initiated by you or communication in writing from you about the Account for three (3) years. This definition does not apply to IRAs and CDs.

**Earnings Credit** (also known as **Earnings Credit Allowance**) is a feature available on certain business Checking Accounts that allows you to earn credit based on the Average Collected Balance in the Accounts. This credit is then used to offset certain fees on qualifying business Checking Accounts for the monthly or other applicable period. Earnings Credit equals the positive Average Collected Balance (as adjusted by a reserve rate) multiplied by an earnings credit rate. The earnings credit rate and the types of fees that may be offset by an Earnings Credit are subject to change at our discretion without notice. Refer to the BMO Business Service Fee Schedule for your Checking Account to determine whether the Account is eligible for Earnings Credit. The earnings credit rate, if applicable, will be provided in your periodic statement.

**Eligible Business Deposit Accounts** include all BMO business checking, savings and CDs on which you are listed as an Account Owner. Eligible Business Deposit Accounts do not include Public Funds Accounts, Escrow Accounts, IOLTAs, IBRETAs, or personal Accounts. Other BMO deposit accounts you may own that are not governed by the terms of this Agreement are not Eligible Business Deposit Accounts.

**Eligible Deposit Accounts** include all BMO personal checking, savings, CDs and IRAs on which you are listed as an Account Owner or Trustee. Eligible Deposit Accounts do not include business Accounts, Accounts held in escrow, estate Accounts, or other BMO deposit accounts you may own that are not governed by the terms of this Agreement.

**Eligible Investment Balances** include the value of all BMO Investment Services personal investment accounts for which you are listed as an account owner or Trustee. Eligible Investment Balances do not include business investment accounts, investment accounts subject to ERISA, or BMO Investment Services investment accounts that are held outside of LPL Financial LLC.

**ERISA** refers to the Employee Retirement Income Security Act of 1974.

**Handbook** refers to the BMO Handbook, which includes the Deposit Account Agreement, the Overdraft Funding Agreements, and the Safe Deposit Box Services Agreement.

**IBRETA** refers to an Interest-Bearing Real Estate Trust Account. References to IBRETA include any state specific variations, such as Real Estate Trust Accounts (RETAs) in Minnesota.

**Incoming External Deposit** refers to a deposit from an account maintained somewhere other than with the Bank or an account not owned by you and deposited to your Account. This includes ATM deposits but does not include any other credits received through a Card.

**Interest Rate Sheet** refers to a list disclosing the interest rates we are offering on our deposit products, as may be changed from time to time. Ask your BMO Banker or call 1-888-340-2265 for current interest rates.

**IOLTA** refers to an Interest on Lawyers Trust Account.

**IRA** refers to an Individual Retirement Account.

**Item** means transactions posted to your Account including, but not limited to, Checks deposited to or debited from your Account, drafts, in-person withdrawals or transfers, ATM transactions, Card purchases, preauthorized electronic transactions, ACH entries, telephone transfers, Auto Pay, Auto Save, BMO Digital Banking transactions and all other debits and credits to your Account.

**ITF** refers to "in trust for."

**Ledger Balance** refers to the balance in your Account that consists of all deposits, plus interest credited to the Account, minus all withdrawals and other debits to the Account at the close of the Business Day.

**Linked Plus Account(s)** are deposit Accounts that receive a monthly maintenance fee waiver if your Wealth Checking Master Account meets its Average Daily Balance requirement.

**Loss** refers to any loss, liability, penalty, damage or expense (including fees paid for collection and attorneys' fees) we or you may incur with respect to a breach of any term of the Agreement.

**Marital Account** means an Account established on or after January 1, 1986, in Wisconsin without the right of survivorship by two parties who claim to be married. This type of Account is more fully described in Section 4.E of the Deposit Account Agreement.

**Master Account** means your Wealth Checking Account in which an Average Daily Balance requirement must be met in order to waive the monthly maintenance fee on your Linked Plus Account(s).

**Monthly Combined Balance** is calculated by adding the Ledger Balance in the BMO Relationship Checking Account, the Ledger Balance in all other Eligible Deposit Accounts, and Eligible Investment Balances for each day of the calendar month and dividing that figure by the total number of days in the calendar month. There is no limit to the number of Eligible Deposit Accounts and Eligible Investment Balances used to calculate the Monthly Combined Balance. The Ledger Balance of Eligible Deposit Accounts that sweep funds to non-FDIC insured investment accounts only include those funds that remain in the Eligible Deposit Accounts.

**Monthly Combined Business Balance** is calculated by adding the Ledger Balance in the BMO Elite Business Checking Account and the Ledger Balance in all other Eligible Business Deposit Accounts for each day of the calendar month and dividing that figure by the total number of days in the calendar month. There is no limit to the number of Eligible Business Deposit Accounts used to calculate the Monthly Combined Business Balance. The Ledger Balance of Eligible Business Deposit Accounts that sweep funds to non-FDIC insured investment accounts only include those funds that remain in the Eligible Business Deposit Accounts.

**Negative Collected Fee** occurs when the Average Collected Balance of a business Checking Account is negative for any monthly or other applicable period, and is calculated by applying the applicable daily rate (currently the Bank's prime rate plus three percent (3%) divided by three hundred sixty-five (365) days or three hundred sixty-six (366) days in a leap year) to the Average Collected Balance and multiplying by the number of days in such period. This rate is subject to change at our discretion without notice.

**Non-BMO ATM** means any ATM other than a BMO ATM or Participating ATM.

**Non-BMO ATM Transaction** means any transaction conducted at a Non-BMO ATM, or at Allpoint® Participating ATMs outside the United States, including, for example, a withdrawal, transfer, or balance inquiry.

**Non-BMO Customer** refers to any person or entity who is not a customer of BMO. Bank of Montreal customers who do not have a BMO account in the U.S. are Non-BMO Customers for purposes of this Agreement.

**Notice of Dispute** means a letter describing a Claim and containing the information described in Section 7.EE of the Deposit Account Agreement.

**Overdraft** means a negative balance in your Account that occurs when we pay an Item that you do not have Sufficient Available Funds in your Account to pay when the Item is presented for payment.

**Overdraft Fee** refers to the fee we charge when you do not have Sufficient Available Funds in your Account to pay an Item and we pay the Item rather than return the Item.

**Overdraft Funding Agreements**, as applicable, refer to the Overdraft Funding Agreement for Personal Accounts and the Overdraft Funding Agreement for Business Accounts.

**Overdraft Item** refers to an Item presented for payment that results in an Overdraft on your Account.

**Overdraft Program** refers to BMO's discretionary payment of Overdrafts on a personal Checking Account. For personal Checking Accounts it includes the optional service in which BMO uses its discretion to pay Overdrafts caused by ATM and everyday debit Card transactions when you authorize us to do so.

**PAC** refers to the personal access code used to access your Account through BMO Bank by Phone.

**Participating ATM** refers to an ATM where BMO has agreed to provide surcharge-free access for its Cardholders. Visit [bmo.com/us](http://bmo.com/us) to learn more about Participating ATMs in the United States, [bmo.com](http://bmo.com) to learn more about Bank of Montreal branded Participating ATMs, and [allpointnetwork.com](http://allpointnetwork.com) to learn more about Allpoint® Participating ATMs worldwide. Foreign Transaction Fees will still apply at Participating ATMs located outside of the United States.

**PIN** refers to any personal identification number used with your Card.

**POD** refers to "Payable on Death."

**POS** refers to point of sale, telephone, and Internet purchases made using your Card.

**Primary Account Owner** refers to the Account Owner whose SSN or TIN is associated with the Account and is listed first on the Account opening documents.

**Privacy Notice** means the privacy notice provided to consumers at account opening as may be updated from time to time and provided to you, as required by Applicable Law. Our Privacy Notice is posted on our website as "US Consumer Privacy Notice".

**Quarterly Combined Balance** is calculated by adding the Ledger Balance in the BMO Relationship Checking Account, the Ledger Balance in all other Eligible Deposit Accounts, and Eligible Investment Balances from the first day of the prior calendar quarter through the last day of the prior calendar quarter, and dividing that figure by the total number of days in the period. There is no limit to the number of Eligible Deposit Accounts and Eligible Investment Balances used to calculate the Quarterly Combined Balance. The Ledger Balance of Eligible Deposit Accounts that sweep funds to non-FDIC insured investment accounts only include those funds that remain in the Eligible Deposit Accounts.

For new BMO Relationship Checking Accounts: The initial calculation is based on the Ledger Balance in the BMO Relationship Checking Account, the Ledger Balance in all other Eligible Deposit Accounts, and Eligible Investment Balances from the day the new Account is opened (or the day of Account type change) through the last day of the calendar month. The first quarterly calculation is based on the Ledger Balance in the BMO Relationship Checking Account, the Ledger Balance in all other Eligible Deposit Accounts, and Eligible Investment Balances from the first calendar day of the month after the new Account is opened (or the day of Account type change) through the last day of the calendar quarter.

**Quarterly Combined Business Balance** is calculated by adding the Ledger Balance in the BMO Elite Business Checking Account and the Ledger Balance in all other Eligible Business Deposit Accounts from the first day of the prior calendar quarter through the last day of the prior calendar quarter, and dividing that figure by the total number of days in the period. There is no limit to the number of Eligible Business Deposit Accounts used to calculate the Quarterly Combined Business Balance. The Ledger Balance of Eligible Business Deposit Accounts that sweep funds to non-FDIC insured investment accounts only include those funds that remain in the Eligible Business Deposit Accounts.

For new BMO Elite Business Checking Accounts: The initial calculation is based on the Ledger Balance in the BMO Elite Business Checking Account and the Ledger Balance in all other Eligible Business Deposit Accounts from the day the new Account is opened (or the day of Account type change) through the last day of the calendar month. The first quarterly calculation is based on the Ledger Balance in the BMO Elite Business Checking Account and the Ledger Balance in all other Eligible Business Deposit Accounts from the first calendar day of the month after the new Account is opened (or the day of Account type change) through the last day of the calendar quarter.

**Relationship Waiver** is a feature that offers monthly maintenance fee waivers on eligible deposit Accounts if they meet the requirements described in Section 7.L of the Deposit Account Agreement and your Deposit Account Disclosure.

**Savings Account** is defined under "Account" above.

**Signature Device** refers to the use of an automatic Check writing service which operates through the use of a personal computer, the use of a facsimile signature or stamp, or other method(s) of providing a mechanical signature that does not provide a personal signature.

**Signer**, as used in the Safe Deposit Box Services Agreement, refers to anyone that you have notified us is authorized to access your Box and has been provided a key to your Box.

**SSN** refers to your Social Security Number provided by the Social Security Administration.

**Sufficient Available Funds** means that the Ledger Balance in your Account, minus any holds placed on your Account, equals or exceeds the amount of the Item being presented for authorization or payment. Holds may be placed on your Account pursuant to this Agreement, including, but not limited to, Section 7.Z for suspected fraud or to comply with legal requirements and Section 8 for extended holds; or the BMO Digital Banking Agreement for deposits made using Mobile Deposit.

**TIN** refers to your Taxpayer Identification Number, excluding SSN, provided by the Internal Revenue Service.

**Transfer FROM Account** means the Checking Account, money market Checking Account, money market Savings Account, or Savings Account you authorize us to transfer funds from to pay Items that overdraw your Transfer TO Account. CDs and IRAs are not eligible to be a Transfer FROM Account.

**Transfer TO Account** means the Checking Account or money market Checking Account with an Overdraft that you authorize us to transfer funds into to pay Items that overdraw your Transfer TO Account.

**Us, our, we, and the Bank** mean BMO Bank N.A. and its affiliates that perform services and all agents and service providers that provide services described under the Deposit Account Agreement, the Overdraft Funding Agreements, the Safe Deposit Box Services Agreement and the other provisions herein.

**You and your** mean the person or entity who opened the Account or in whose name the Account was opened, including any joint Account Owner or agent. When used in the Safe Deposit Box Services Agreement, references to **you** and **your** mean all persons, jointly and severally, who have entered into the Contract.

## II. DEPOSIT ACCOUNT AGREEMENT FOR PERSONAL AND BUSINESS ACCOUNTS

### 1. INTRODUCTION

The Deposit Account Agreement applies to each personal and business Account, Card and CD you have at BMO Bank N.A., except for commercial accounts governed by the Commercial Account Agreement or deposit accounts provided under a BMO tradename. Products and services described in this Agreement may not be available to all customers in all locations. Except for the names of agreements, products, services, fees, and proper nouns, capitalized terms used in this Agreement are defined in the Glossary, which can be found in Section I of this BMO Handbook. The Glossary is incorporated in its entirety into this Agreement by reference.

You accept and agree to the terms of this Agreement when you sign our Account opening forms or signature card, or otherwise maintain an Account or conduct a transaction with us. We recommend that you retain this Agreement for future reference. Your Account and this Agreement are governed by Applicable Law.

If there is a conflict between:

- (a) the provisions of (i) any disclosure or agreement for another banking product or service, the Deposit Account Disclosure or BMO Business Service Fee Schedule and (ii) this Agreement, the disclosure or agreement for the particular banking product or service, the Deposit Account Disclosure or the BMO Business Service Fee Schedule will be controlling to the extent of the conflict;
- (b) the provisions of any written document, agreement, schedule or disclosure we have provided and something said by one of our representatives, the written document will be controlling.

### 2. BMO CHECKING ACCOUNTS

#### A. Withdrawals

Based on the features of your Account, you may withdraw funds from your Account in various ways including but not limited to the following:

- You can write a Check.
- You can make a withdrawal at a BMO branch.
- You can arrange to make automatic transfers or payments from your Account to other Accounts or to third parties (such as insurance or mortgage payments).
- You can authorize a merchant or other person to initiate an electronic withdrawal from your Account or to present a preauthorized draft which does not include your signature.
- If you have a Card, you may withdraw funds from your Account through an ATM that accepts Cards, whether the ATM is a BMO ATM, a Participating ATM, or a Non-BMO ATM, or you may purchase goods and services (or withdraw funds) at merchants that accept Cards. See Section 9 of this Agreement for terms and conditions that apply to the use of Cards.

#### B. Insufficient Funds and Overdrafts

We determine whether there are Sufficient Available Funds to pay for an Item using your Account's Ledger Balance, minus any holds placed on your Account pursuant to the terms of this Agreement, including, but not limited to, Section 7.Z for suspected fraud or to comply with legal requirements and Section 8 for extended holds; or the BMO Digital Banking Agreement for deposits made using Mobile Deposit. This balance may not be the same as any other balance described in this Agreement, and an Item may result in an Overdraft or be returned unpaid regardless of your Account's Ledger Balance or any other balance.

We have no obligation to pay any Item unless you have Sufficient Available Funds in your Account when the Item is presented for payment. We will

determine if you have Sufficient Available Funds to pay an Item when we process the Item presented for payment. We will determine whether you have Sufficient Available Funds to pay an Item only once each time the Item is presented to us. If you do not have Sufficient Available Funds in your Account to pay an Item, we will determine, in our sole discretion, whether to pay the Item and create an Overdraft or return the Item unpaid. An Item returned unpaid may be re-presented for payment multiple times. We will determine, in our sole discretion, whether to pay or return the Item each time it is presented or re-presented to us for payment.

We may determine if you have Sufficient Available Funds to authorize transactions, including but not limited to Card transactions, at the time of the authorization at the request of a merchant at POS or prior to receiving the Item for payment. Even if you had Sufficient Available Funds when the transaction was authorized, this authorization does not mean you will have Sufficient Available Funds to pay that Item when it is presented for payment, which may be several days later.

If you do not have Sufficient Available Funds in your Account to pay an Item, but we choose to pay it and create an Overdraft, you agree that we are permitted to charge you an Overdraft Fee, as allowed by Applicable Law and as set forth in the Deposit Account Disclosure or the BMO Business Service Fee Schedule. We will **not** charge you an Overdraft Fee if:

- The amount of the Item is **less than or equal to \$5**;
- Your Account is overdrawn by **\$20 or less at the close of the Business Day the Item is presented for payment**;
- Your Account is overdrawn by **\$20 or less at the close of the first Business Day after the Item is presented for payment**. Deposits may not be available immediately. Please see our Funds Availability Policy for Deposit Accounts in Section 8 below for more information;
- Your Account has already been charged **three (3) Overdraft Fees** for the applicable Business Day;
- The Item is a bank fee we assess pursuant to the terms of this Agreement;
- We previously returned the Item unpaid;
- You had Sufficient Available Funds to pay the Item when the Item was authorized.

You agree to repay immediately any amount you owe us including fees and the amount of your Overdraft. Failure to pay any such amounts in a timely manner may result in closure of your Account as provided in Section 7.X below. If you have a joint Account, all joint Account Owners will be jointly and severally liable for any Overdraft Fees and the amount of the Overdraft whether or not a particular Account Owner initiated the Item that resulted in the Overdraft. Certain bank fees may overdraw your Account if your Account does not have Sufficient Available Funds to pay them.

You authorize us to apply any deposit to your Account, including, for example, any federal or state benefit payments, against any Overdraft Fees and the amount of the Overdraft. Please contact your benefits payor and follow its procedures to change your Direct Deposit instructions if you do not want your benefits applied in this way.

If we pay Items that overdraw your Account, whether we do so once or multiple times, does not mean that we will pay future Items that will overdraw your Account. You should not, by any means, rely on us to pay Items that overdraw your Account regardless of how frequently or under what circumstances we have paid Overdrafts on your Account in the past.

For consumer Accounts, we will not charge Overdraft Fees when the Overdraft is caused by ATM withdrawals or one-time debit Card transactions if you have not opted-in to the Overdraft Program for ATM and Everyday Debit Card Transactions. If you want us to consider authorizing ATM withdrawals and one-time debit Card transactions when you do not have Sufficient Available Funds in your Account to cover the Item at the time of authorization, you must provide affirmative consent, or opt-in, for us to pay ATM and one-time debit Card transactions that would result in an Overdraft when the Item is presented for payment. If you opt-in to allow ATM withdrawals or one-time debit Card transactions to overdraw your Account, we will charge you an Overdraft Fee if we pay ATM withdrawals



and one-time debit Card transactions that overdraw your Account to the extent allowed by Applicable Law. If you do not opt-in to allow us to pay ATM and one-time debit Card transactions that result in an Overdraft, we may pay or decline the transactions in our sole discretion. If we pay the transaction and it results in an Overdraft, we will not charge you an Overdraft Fee but you are still required to promptly repay us the amount of the Overdraft. We have no control over how a merchant chooses to present an Item for payment, such as submitting a Check as an ACH payment or a one-time debit Card transaction as a recurring debit Card transaction, and we are permitted to process the Item in the manner in which it is presented, which may, for example, result in an Overdraft Fee if a merchant presents a one-time debit Card transaction as a recurring preauthorized transaction. Please use BMO Digital Banking, or BMO Bank by Phone by calling 1-888-340-2265, if you would like to opt-in for us to pay ATM and one-time debit Card transactions that would result in an Overdraft when the transaction is presented for payment and charge you an Overdraft Fee. Please use BMO Digital Banking, BMO Bank by Phone by calling 1-888-340-2265, or speak with your banker by visiting a branch or by calling 1-888-340-2265 to opt-out and revoke any authorization you have previously given.

BMO Digital Banking and BMO Bank by Phone may help you manage your Account by keeping you informed of posted and pending transactions to your Account. You can enroll in BMO Digital Banking at [bmo.com](http://bmo.com). The balances displayed in BMO Digital Banking are for informational purposes only and may be different from the balance used to determine if you have Sufficient Available Funds to pay an Item if there is a hold on an Item presented for deposit, a hold on any funds in your Accounts, or there are pending deposits that have not yet posted to your Account. Talk to your BMO Banker for more information on BMO Digital Banking and BMO Bank by Phone. We also offer overdraft services for qualified customers, including Overdraft Funding service, which may automatically transfer funds from a linked Account (see Sections III and IV of this Handbook) or an overdraft protection line of credit.

### C. Debiting Your Account; Order of Posting

**We, in our sole discretion, determine the order we process and post Items to your Account. The order in which you write Checks and authorize other withdrawals from your Account will not necessarily be the same as the order in which we process and post Items to your Account, and this posting order will affect whether you incur Overdraft Fees.**

Your Account may be debited on the day an Item is presented by any means, including, for example, electronically, or at an earlier time based on notification we receive that an Item drawn on your Account will be presented for payment or collection. There may be a delay debiting or crediting your Account if an Item cannot be automatically posted by our systems.

#### ORDER OF POSTING

At the end of each Business Day, we will process and post Items to your Account in the following order, by category and within each category:

1. Credits – Any deposits and other credits we receive, prior to the identified cut-off times, will be posted to your Account. Credits for interest and surcharge rebates will be handled in accordance with category 6 below.
2. ATM withdrawals and certain other debits identified below –
  - a) ATM withdrawals presented to us with a date and time stamp will be processed in order from the earliest transaction to the most recent.
  - b) ATM withdrawals presented to us without a date and time stamp will be processed based on the amount of the transaction, from lowest to highest.
  - c) Outgoing wires, most internal transfers to other Accounts with us, transfers to other accounts initiated through BMO Digital Banking (including funds sent through Zelle®), cash withdrawals, and Checks which were cashed by us, will be processed based on the amount of the transaction, from lowest to highest.

### 3. POS transactions –

- a) Card transactions presented to us with an authorization date and time stamp will be processed in order from the earliest transaction to the most recent.
- b) Card transactions presented to us without an authorization date and time stamp will be processed based on the amount of the transaction, from lowest to highest.

### 4. ACH transactions – All ACH transactions will be processed based on the amount of the transaction from lowest to highest. If you use a Check which is electronically converted by the payee, it will be processed as an ACH transaction.

### 5. Checks – All Check transactions will be processed based on the number of the Check, from lowest to highest, regardless of the date on which the Check was originally written or the amount of the Check. This includes Checks created through a bill payment service, which may have a number that is not in sequence with other Checks you write from your checkbook. If a Check number is not available, all numbered Checks will be processed first, any remaining Checks will be processed based on the amount of the Check, from lowest to highest.

### 6. Bank generated transactions – Bank generated transactions, such as fees (including Overdraft Fees and monthly maintenance fees), interest credits and ATM surcharge rebates, will generally be processed in the order they occur.

**EXAMPLE:** During a single Business Day, you deposit \$500 worth of Checks, make two POS purchases with your Debit Card (a \$2 cup of coffee at 9:00 a.m. and \$50 in groceries at 10:00 a.m.), withdraw \$100 using your Debit Card at 11:00 a.m., transfer \$300 to another bank account at noon through BMO Digital Banking, send \$20 to a friend through BMO Digital Banking using Zelle® at 1:00 p.m., are assessed a \$5 monthly maintenance fee for your Account, and have a \$50 Check that you wrote several weeks ago presented for payment.

These transactions will be posted to your Account in the following order:

1. the \$500 in deposits;
2. the \$100 ATM withdrawal;
3. the \$20 Zelle® payment;
4. the \$300 transfer to your other bank account through BMO Digital Banking;
5. the \$2 cup of coffee purchased with your Debit Card;
6. the \$50 in groceries purchased with your Debit Card;
7. the \$50 Check; and
8. the \$5 monthly maintenance fee.

The description of the Items above is intended to provide an example of the most common types of transactions within each category. However, other Items may be debited from your Account even though not specifically listed above.

### D. Check Safekeeping

Checking Accounts require “Check Safekeeping.” With Check Safekeeping, we will send or otherwise make available to you (i) Check Images or (ii) information that identifies Checks that have posted to your Account. With Check Safekeeping, your canceled Checks will not be returned to you with your statement, and the front and back of all Checks processed against your Account will be imaged and retained by us for seven (7) years. You agree that the original Check may be destroyed after a reasonable period of time as determined by us. There is no charge for storage of your Check Images. You agree that by maintaining the original Check or a copy on your behalf, we have otherwise made the Check available to you in a reasonable manner. If for any reason we are unable to return a copy of your Check, we may be liable for your Loss but you agree that we will not be liable for more than the face amount of the Check. Some merchants,

utilities and other billers may elect to convert your Check into an electronic funds transfer and we will receive electronic information (rather than Checks) for payment from other financial institutions. In such case, you will receive information regarding your transaction on your statement but will not receive your Check or an image of the Check.

#### **E. Use of Signature Devices**

You agree not to utilize a Signature Device when issuing a Check unless specifically authorized by a separate agreement with us which includes a specimen of the Signature Device signature. We may refuse to honor Checks drawn by means of a Signature Device without such agreement even if we have previously honored Checks with a Signature Device. Alternatively, at our discretion, we may honor such Checks without such an agreement if the Signature Device signature(s) resemble the Signature Device signature(s) appearing on any Check that was issued previously and that you did not report to us as unauthorized. In doing so, we are hereby authorized to rely upon and to accept as genuine such Signature Device signature that you have ratified by prior use without any duty for us to determine the genuineness thereof or whether or not the affixing of such Signature Device signature to a Check has been authorized by you or the person whose name is so affixed.

If you utilize a Signature Device, you have the sole responsibility for maintaining the security of any such Signature Device and you bear the entire risk of unauthorized use of any such Signature Device that reasonably resembles the signature you use whether or not you are negligent. You also recognize that the treatment of each Check presented against your Account through the use of such Signature Device will be the same as if such Check was signed by you. You further agree to indemnify and hold us harmless from and against any and all Losses we may incur as a result of the unlawful use, unauthorized use or misuse by any person of such Signature Device or of any Signature Device signature that reasonably resembles the signature you use.

#### **F. Preauthorized Drafts and Electronic Debits**

If you give or otherwise make available your Account number or a sample of your Check or write a Check to a third party, we may treat such disclosure or issuance as your authorization to that third party to issue written or electronic drafts or other debits against your Account, as allowed by Applicable Law. We will not be liable to you for the payment of any such Items, unless you give us notice that the Items are not authorized before they are presented to us for payment.

If a third party elects to convert the particular Check you issued to them to an electronic funds transfer you will not receive an image of the cancelled Check with your statement, since we did not receive the Check as further described in Section 2.D above.

#### **G. Postdated and Stale Checks**

We reserve the right to pay or not pay any Check (i) that is postdated (i.e. a Check presented before the date written on it) or (ii) that is more than six (6) months old. If you do not want us to pay a postdated Check or Check that is more than six (6) months old, you must provide us with a stop payment order as described in Section 2.H below.

#### **H. Stopping Payment on a Check**

If you do not want us to pay a Check you have written, you must order us to stop payment. You cannot request a stop payment order if we have already certified, paid, or otherwise become responsible for the Check. For example, you cannot stop payment on a Check that we have already cashed because we became responsible for that transaction when we cashed the Check.

You can submit a stop payment order by notifying us in person, by BMO Bank by Phone (1-888-340-2265), or through BMO Digital Banking. You can also submit a stop payment order by mail at BMO, Attn.: Support, P.O. Box 94033, Palatine, IL 60094-4033.

If a stop payment order is submitted through a call or in person, we may require you to put your stop payment order in writing, which we must receive within fourteen (14) days after you submit your stop payment order. Your stop payment order will expire and no longer be effective if we do not receive written confirmation of the stop payment order within fourteen (14) days of our request for such confirmation.

Your stop payment order must include your Account number, the number and date of the Check, the name of the payee, and the amount of the Check. We must receive your stop payment order before our stop payment cut-off time, which is 12:00 p.m. Central Time on the next Business Day after the Check is presented to us for payment. If you submit a stop payment order on a Check through BMO Digital Banking, you must complete the information required. Cut-off times for stop payment orders submitted through BMO Digital Banking will be shown when you submit your stop payment.

We will accept a stop payment order from any Account Owner or Authorized Signer regardless of who signed the Check. Your stop payment order will be effective for six (6) months. If you want the stop payment order to continue after six (6) months, you must renew it. We will charge you a stop payment fee as shown in the Deposit Account Disclosure or the BMO Business Service Fee Schedule.

Notwithstanding anything in this Section 2.H, different terms may apply to stop payment requests on certain payments made through BMO Digital Banking. Please refer to your BMO Digital Banking Agreement for more details.

When submitting a stop payment order, you agree to defend, indemnify and hold us harmless for all expenses, costs and attorney fees incurred by us due to our refusal to pay the Check.

#### **I. Cashing Your Checks for Non-Customers**

If a Check drawn on your Account is presented for payment by a Non-BMO Customer, you agree that we may require that person to pay a Check cashing fee and provide identification satisfactory to us as a condition for cashing a Check drawn on your Account. You also agree that we may refuse to pay any such Check if the payee refuses to furnish such identification or pay the fee.

We may limit the Bank locations at which someone who is not a customer of ours may cash a Check written on your Account. We may select and change these locations at any time without notice to you, and you agree that we may refuse to pay a Check presented by such a person at any other Bank location.

You also agree that we may refuse to cash or otherwise honor any Check that is presented to us over the counter by any Non-BMO Customer, even if the Check is properly payable and that person can verify his or her identity as the holder of such Check. In such cases, the holder of the Check is expected to deposit the Check with his or her bank and have the Check presented to BMO through regular banking channels.

You also agree that our refusal to pay a Check based on the reasons described above will not be considered wrongful dishonor of the Check by us.

#### **J. Sub-Accounts**

This Section applies to all Checking Accounts (excluding money market Checking Accounts). For the Bank's accounting purposes, each Checking Account may consist of two sub-Accounts: a transaction sub-Account and a Savings sub-Account. We may transfer funds between your sub-Accounts in our sole discretion as allowed by law, and will transfer funds from your Savings sub-Account to meet your transactional needs. The sub-Accounts and any transfers between them are recorded in our internal accounting records only. Both sub-Accounts are treated as a single Account for purposes of your access to your Account to make deposits and withdrawals, calculating fees and interest (if applicable to your Account), determining and reporting any Account balance at any time, and for generating Account statements, tax reporting, and similar reports of Account details.



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### **3. BMO SAVINGS AND CERTIFICATE OF DEPOSIT (TIME DEPOSIT) ACCOUNTS**

Please refer to the Deposit Account Disclosure or BMO Business Service Fee Schedule for minimum deposit requirements, interest computation methods and fees, and maturity conditions and early withdrawal penalties for CDs.

#### **A. Savings Accounts**

We offer various Savings Accounts. You cannot write Checks from your Savings Account. Please see your Deposit Account Disclosure or BMO Business Service Fee Schedule for more information.

For Statement Savings, you will receive a regular quarterly statement regardless of transaction activity or a monthly statement for each month your Statement Savings Account has an electronic funds transfer. For all other personal Savings Accounts, you will receive a monthly statement.

#### **B. Certificate of Deposit (Time Deposit) Accounts**

By opening your CD or IRA CD, you have agreed to keep funds on deposit until the stated maturity date. For single maturity CDs, your CD will not automatically renew on the maturity date. No interest is earned or paid after the maturity date.

##### **1. Maturity, Renewal and Grace Period**

Unless you have instructed us or we have disclosed to you otherwise, your CD will automatically renew at the maturity date to another CD of an equal term at the then current interest rate for that term and current balance. You will have a grace period of ten (10) calendar days after the maturity date to withdraw the funds without being charged an early withdrawal penalty as described in the Deposit Account Disclosure or BMO Business Service Fee Schedule, as applicable. If your CD is redeemed during the ten-day (10-day) grace period, it will not earn interest after the maturity date.

##### **2. Early Withdrawal Policy**

We reserve the right to permit withdrawals of principal only upon maturity. If we permit you to make an early withdrawal of principal, we are permitted to charge you an early withdrawal penalty, regardless of the length of time the funds withdrawn have remained in the Account. The early withdrawal penalty applicable to your CD is explained in the Deposit Account Disclosure or the BMO Business Service Fee Schedule.

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### **4. SPECIAL PROVISIONS RELATED TO CERTAIN TYPES OF ACCOUNT OWNERSHIP**

#### **A. Individual Accounts**

If you establish an individual Account you are the sole owner of the Account and only you have the right to withdraw from the Account. In the event of your death, you agree that we have the right to honor Checks or other Items drawn against your Account until ten (10) days after we receive written notice of your death or any longer period as permitted under Applicable Law. We may restrict access to your Account upon notice of your death until the documentation requested by us is provided by the executor, administrator or other representative of your estate or person. Your individual Account does not create any additional ownership rights or survivorship rights nor does the Account create or extinguish any community or marital property rights.

#### **B. Joint Accounts**

If two (2) or more persons select a joint Account on the application or signature card for an Account, the signers agree that they own that Account as joint tenants with right of survivorship. This means we may follow

instructions of one Account Owner. Also, if an Account Owner dies, the funds remaining in the Account will be payable to the surviving Account Owner(s).

You agree to notify us of the death of any joint Account Owner. At our option, we may request certain documents upon notification of the death of any of the joint Account Owners before the Account titling can be updated or the funds in the Account can be released.

Each co-Account Owner acts as the agent of each other co-Account Owner. Each co-Account Owner authorizes the other co-Account Owner to operate the Account without the consent or approval of any other co-Account Owner. We may act on the instruction of any co-Account Owner without liability to any other co-Account Owner. We also may act on the instruction of the attorney-in-fact for any co-Account Owner without prior approval from or notice to any other co-Account Owner. Each co-Account Owner owns the sums on deposit in the Account, regardless of the amount of his or her contribution. When a married couple selects a joint tenancy Account, they will not necessarily create a community property Account. Consult your legal advisor regarding creation of a community property Account.

This type of Account ownership does not create a tenancy by the entirety. As described above, all joint Accounts will be presumed to be owned as joint tenants with right of survivorship, unless: (a) Applicable Law does not permit such a presumption, or (b) we otherwise agree with you in writing that the Account is owned in some other capacity. As to any Account which is governed by a state that recognizes tenants by the entirety, unless specifically elected in the signature card agreement, in no event will any joint Account established with us by spouses be deemed to be owned as tenants by the entirety but will only be owned as joint tenants with right of survivorship.

##### **1. Joint Accounts with Minors**

If you open a joint Account with a minor, you understand that the minor has access to freely transact on the Account and that you will be fully liable for all such transactions as if the transactions were your own. You agree to hold the Bank harmless and indemnified from and against any and all Loss, costs, damage and expense, including court costs and attorneys' fees, the Bank may sustain which in any manner relate to the use of this joint Account by the minor party. You understand and agree that you are responsible for any and all actions taken by the minor related to the Account, through any banking channel whatsoever (including, but not limited to, BMO Digital Banking), and that you consent to such actions by opening this joint Account.

#### **C. Payable on Death Accounts, including Totten Trust Accounts**

If you open an Account as trustee for a named beneficiary, without other formal trust papers, or if you make an express "Payable on Death" or so-called POD designation of beneficiaries (in states where that designation is applicable), the Account will be treated as a POD Account. During your lifetime, a POD Account belongs to you. You may make deposits and withdrawals or close the Account at your discretion, and you may change the beneficiary. After the death of the last surviving Account Owner, the balance in the Account will be paid to the beneficiary, or to his or her legal representative if the beneficiary is a minor. The POD Account is subject to Applicable Law and to the provisions of other documents covering the Account. The Account Owner, or any Account Owner if there is more than one, may change the designated beneficiary(ies) without the consent of any other Account Owner or the beneficiary(ies). Between Account Owners, where there is more than one, the Account is considered a joint Account with right of survivorship and is subject to the provisions referred to above for joint Accounts. The beneficiary must survive all Account Owners to acquire an interest in the Account. If none of the beneficiaries survive, the balance in the Account will be paid to the estate of the last surviving Account Owner. A beneficiary's right to funds is subject to our security interest and right of setoff. A beneficiary is not required to survive the death of an Account Owner by any specified period of time.

## D. Custodial Accounts for Minors

When you establish an Account under the Uniform Transfers to Minors Act as enacted in the state in which you reside (the "Act") and make deposits as custodian for the benefit of a minor, all deposits to that Account will be governed by the Act. Deposits may be made to an Account controlled by an adult acting as custodian for a minor. Once a deposit is made to the Account, that deposit and the interest it earns belong to the minor. Until the child reaches the age of majority as defined in the Act, control of the Account generally remains in the hands of the custodian. Tax liability generally will be in the name of the minor, and the custodian must therefore include the minor's SSN when the Account is opened. Only one adult at a time may serve as custodian for a minor Account. A successor custodian may be designated at the time of Account opening on the signature card, or at a later time. Consult your tax advisor concerning this type of Account.

If the Applicable Law of your state allows for the establishment of Accounts for minors other than under the Act, that Account is not subject to the Act and we may allow control over the Account to the extent permissible under the Applicable Law.

## E. Marital Accounts in Wisconsin

A Marital Account is an Account established on or after January 1, 1986, in Wisconsin without the right of survivorship by two parties who claim to be married, which is payable on request to either or both of the parties and which is designated as a Marital Account. A Marital Account belongs, during the lifetime of both parties, to the parties without regard to the proportion of their respective contributions to the sums on deposit or to the number of signatures required for payment. A party to a Marital Account may name one or more POD for that party's interest. A Marital Account is owned as a Marital Account by the parties named thereon. Upon the death of either of the parties, the survivor owns 50% of the sums on deposit and the estate of the deceased is entitled to the other 50%. A Marital Account with POD is owned as a Marital Account by the named parties and, upon the death of either of them, 50% of the sums on deposit are owned by the survivor and 50% are owned by the POD beneficiary(ies). Except as described in this Section 4.E, Marital Accounts are governed by the same terms and conditions as other jointly owned Accounts.

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## 5. DISCLOSURE AND AGREEMENT FOR ELECTRONIC FUNDS TRANSFERS FOR PERSONAL ACCOUNTS

The terms in this Section 5 govern your use of electronic fund transfer services, including electronic deposit and electronic withdrawal transactions. Services for electronic funds transfers are only available to Account Owners (or their authorized agents) who have specifically arranged for these services.

### A. Services Offered

We offer electronic funds transfer services for consumer Accounts including transactions using your Card, BMO Bank by Phone, BMO Digital Banking, BMO Bill Pay, and electronic payments such as ACH and Direct Deposit. Payments made by Check through BMO Bill Pay, and any other services that are not subject to the Electronic Fund Transfer Act and Regulation E, are not covered by this Section 5 and are instead governed by Section 7.H below and by the applicable provisions of the Uniform Commercial Code. For additional provisions relating to your Card, please see Section 9 below.

1. **Electronic Deposits and Withdrawals.** If you provide authorization to accept deposits or honor withdrawals electronically, we will provide such services.

- a) **Preauthorized Deposits (Credits)** – You can arrange with the payor to have certain Direct Deposits (for example, Social Security or payroll payments) automatically deposited to your designated Account. All credits to your Account for funds transfers are provisional until we receive final settlement for the funds. If we do not receive such final settlement, we are entitled to reverse the amount credited to your Account for that transfer.

- b) **Direct Withdrawals (Debits)** – You can arrange to have certain one-time withdrawals (for example, to pay a merchant) or recurring withdrawals (for example, regular monthly insurance premium payments) automatically paid from your Account, subject to applicable transaction limits. If you wish to terminate recurring electronic withdrawals, you should notify the payee. To stop payment on a one-time electronic withdrawal or on all electronic withdrawals to a particular payee, see Section 5.E below.

2. **Electronic Check Conversion.** When you provide a Check as payment, you authorize a merchant or other payee to make a one-time electronic withdrawal from your Checking Account using information from your Check to pay for purchases or pay bills.

### B. Service Fees

Electronic funds transfers may be subject to a fee. Our fees currently in effect for electronic funds transfers are disclosed in the Deposit Account Disclosure.

### C. Documentation of Transactions

1. **Confirmation of Preauthorized Deposits (Credits).** If you have arranged to have electronic deposits made to your Account from the same payor at least once every sixty (60) days (for example, if you have Direct Deposit of your Social Security payments to your Account), you can find out if your deposit has been received through BMO Digital Banking or by calling 1-888-340-2265. These electronic deposits will also appear on the periodic statements for your Account. We are not required to provide any other written notice to you concerning the receipt of such payments.
2. **Periodic Statements.** You will get a statement for any month in which you have an electronic funds transaction described in this Section 5 affecting your Account.
3. **Notice of Varying Payment Amounts.** If your recurring electronic payments may vary in amount, the person or company you intend to pay should tell you, ten (10) days before each electronic payment, the date the payment will be made and how much it will be. The person or company that you are paying may choose to give you the option to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set. You should contact the person or company you are paying with any question about these notices.

### D. Our Liability for Failure to Make Transfers

If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your Losses or damages. However, there are some exceptions. We will not be liable, for example, if (i) through no fault of ours, you do not have Sufficient Available Funds in your Account to make the transfer; (ii) the transfer would go over the credit limit on your overdraft protection line of credit; (iii) any merchant or financial institution refuses to honor your transfer; (iv) a transfer is not completed due to communications or systems failure; (v) access to the Account is restricted due to its involvement in legal proceedings or by other claims or actions; or (vi) the Loss or damage occurs as a result of any other reason identified in Section 7.BB below. Except for your rights and our responsibilities actually stated in this Section 5.D, in Section 9 below, or as otherwise required by Applicable Law, and in cases of our gross negligence or willful misconduct, we are not responsible for any Loss or injury resulting from any electronic funds transfer services, and you waive all such claims.

### E. Stop Payments

1. **Rights and Procedures for Stop Payments.** To stop payment on a one-time electronic withdrawal or to stop payment on all electronic withdrawals to a single payee (for example, to pay insurance), you must notify us orally in person at one of our branches, by calling us at 1-888-340-2265 or by writing to us at BMO, Attn.: Support, P.O. Box 94033, Palatine, IL 60094-4033 in time for us to receive your

order request at least three (3) Business Days before the payment is scheduled to be made. If you call or tell us in person, we may require you to put your stop payment request in writing, which we must receive within fourteen (14) days after your call or visit. If we advise you that written confirmation is necessary when you call or visit us and we do not receive your written confirmation within fourteen (14) days, your oral stop payment order will expire and no longer be effective. As applicable, we may have to close your Card or Account and reissue you a new Card or open a new Account if you wish to cancel payments you had scheduled to be made at a future date using that Card or Account. Please note that we are permitted to charge a stop payment fee for any stop payment order we receive and process as disclosed in your Deposit Account Disclosure. We also strongly recommend that if you have authorized some company other than us to initiate the payments from your Card or Account, you contact that company and tell them you are revoking their authority to take payments from your Card or Account.

- 2. Liability for Failure to Stop Payment.** If you request us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your unrecoverable Losses.

## **F. Unauthorized Transactions, Errors, and Questions**

### **1. In Case of Errors or Questions about Your Electronic Transfers**

Call us at 1-888-340-2265 for errors involving Card transactions and electronic transfers or write to us at BMO, P.O. Box 94019, Palatine, IL 60094-4019, immediately, if you believe your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. Telephoning us is the best way to minimize your Losses for any error or unauthorized transaction.

In order to help resolve the problem, we will need you to:

- a) Tell us your name and Account number;
- b) Describe the error or the transaction and the date of the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- c) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and we will correct any error promptly. If we need more time, however, by law we may take up to forty-five (45) days to investigate your complaint or question. If we decide to take this additional time, and you have provided us with written confirmation if requested, we will provisionally credit your Account within ten (10) Business Days of first receiving your error notice for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we request written confirmation of your complaint or question and you fail to provide it within ten (10) Business Days, then we may not provide provisional credit to your Account or we may revoke the provisional credit we previously gave to you.

The time periods in the preceding paragraph may be extended as follows: (a) the applicable time is twenty (20) Business Days in place of ten (10) Business Days for new Accounts if the notice of error involves a transfer to or from the Account within the first thirty (30) days your Account is open; and (b) the applicable time is ninety (90) days in place of forty-five (45) days if the notice of error involves a transfer that (i) was initiated outside the U.S.; (ii) resulted from a POS transaction; or (iii) occurred within the first thirty (30) days your Account is open.

We will tell you the results of our investigation within three (3) Business Days after completing our investigation. If we determine that there was no error, we will send you a written explanation, and debit

your Account for any amount that was provisionally re-credited. You may ask us for copies of the documents we used in our investigation.

### **2. Limitations on Your Liability for Unauthorized Electronic Funds Transfers**

If you tell us within two (2) Business Days after you learn of an unauthorized transaction, you can lose no more than \$50. However, you could lose as much as \$500 if:

- You do not tell us within two (2) Business Days after you learn of the loss; and
- We can prove that we could have stopped the loss from occurring if you had told us within two (2) Business Days.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was provided to you and if we can prove that we could have stopped someone from taking the money if you had told us within sixty (60) days, you may not get back any money you lost after the sixty (60) days. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend these time periods.

### **G. Termination; Miscellaneous**

We may terminate or limit the electronic funds transfer services we offer to you under this Section 5 at any time in our sole discretion. The rules, regulations, and agreements that govern your deposit Accounts (as set forth in your Deposit Account Agreement) apply to all electronic funds transfers affecting your Accounts.

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## **6. SUBSTITUTE CHECKS AND YOUR RIGHTS AS A CONSUMER**

### **Important Information about Your Personal Checking Account**

#### **What Is a Substitute Check?**

To make Check processing faster, federal law permits banks to replace original Checks with "substitute Checks." These Checks are similar in size to original Checks with a slightly reduced image of the front and back of the original Check. The front of a substitute Check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute Check as proof of payment just like the original Check.

Some or all of the Check Images that you receive back from us may be substitute Checks. This notice describes rights you have when you receive substitute Checks from us. The rights in this notice do not apply to original Checks or to electronic debits to your Account. However, you have rights under other laws with respect to those transactions.

#### **What Are My Rights Regarding Substitute Checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for Losses you suffer if a substitute Check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same Check). The Losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal.

The amount of your refund under this procedure is limited to the amount of your Loss or the amount of the substitute Check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your Loss exceeds the amount of the substitute Check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within ten (10) Business Days after we receive your claim and the remainder of your refund (plus interest



if your Account earns interest) not later than forty-five (45) calendar days after we receive your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute Check was correctly posted to your Account.

### **How Do I Make a Claim for a Refund?**

If you believe that you have suffered a Loss relating to a substitute Check that you received and that was posted to your Account, please contact us at:

BMO  
Attn: P&C Product Operations Retail Servicing  
P.O. Box 5731  
Carol Stream, IL 60197  
1-888-340-2265

You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute Check in question or the Account statement showing that the substitute Check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. If you submit your claim orally, we will require you to submit the claim in writing within ten (10) Business Days.

### **Your claim must include:**

- A description of why you have suffered a Loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your Loss;
- An explanation of why the substitute Check you received is insufficient to confirm that you suffered a Loss; and
- A copy of the substitute Check or the following information to help us identify the substitute Check: the Check number, the amount of the Check, the date of the Check, and the name of the person to whom you wrote the Check.

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## **7. TERMS APPLICABLE TO ALL ACCOUNTS**

### **A. Deposits**

Deposits to your Account may be made in person, by mail, or by other means we make available to you, including at select BMO ATMs that accept deposits. We may accept deposits to your Account at any time, from anyone, made in any manner, including through a deposit based on an image of an Item.

The amount of your deposit is based solely on the deposit slip or amount provided to us when the deposit is made. After your deposit is made, we may verify the accuracy of the deposit amount. If we determine that the deposit amount is incorrect, we may adjust (credit or debit) your Account for any errors, including any discrepancies between the amount of funds we received and the amount provided when your deposit was made. If we adjust your deposit amount due to a discrepancy, we will notify you of the adjustment, which will appear on your next Account statement.

If you believe the amount credited to your Account for a deposit is wrong or disagree with our adjustment, you must notify us in accordance with Section 7.M of this Agreement. If you do not notify us of an error regarding your deposit amount or disagree with our adjustment during the notice period in Section 7.M, the deposit or adjustment amount will be considered final.

Unless we agree otherwise, Checks and other Items you want to deposit must be in U.S. dollars. You agree not to deposit an Item to your Account unless the Item is endorsed by all parties to whom the Item is payable. We may require that an endorsement by a person other than you be verified or guaranteed. We may credit a deposit to an Account based solely on the Account number listed on the deposit slip or other instruction to credit an Account, even if the name on the deposit slip or other instruction

differs from the name on the Account. We may refuse to accept all or any part of any deposit. We may require that you deposit a Check instead of permitting you to cash the Check. We are not liable for deposits made to our depository box (including night deposit boxes) until we retrieve and process the deposit.

All deposited Items are credited to your Account subject to final payment and receipt of proceeds by us. If funds are available for withdrawal, that does not mean the deposited Item has cleared or has been paid by the paying bank. Items may be returned to us unpaid after we have made the funds available and you have withdrawn them. If a deposited Item is returned to us unpaid for any reason, including any Item deposited by a third party into your Account, we may (i) subtract the entire amount of that returned Item from the balance in one or more Accounts you own, including any Account that received some or all of the deposited Item, together with any interest that may have been earned while on deposit and the Deposited Item Returned fee, as disclosed to you in the BMO Business Service Fee Schedule and (ii) pursue a collection action against you, if necessary, all without regard to the timeliness of the return of the deposited Item. If we receive notice that an Item is being returned, we may place a hold on the funds in one or more Accounts you own, including any Account that received some or all of the deposited Item, to recover the amount of the Item when the Item is returned to us. We do not have to give you prior notice of our actions with respect to an Item.

If a deposited Item is returned unpaid we may, at our option and without notice to you, choose to redeposit the Item, either in its original form or by converting it to an electronic payment and redepositing it as an ACH entry. Such Check conversion (and any associated fee) is not an electronic funds transfer subject to Section 5 of this Agreement.

At our discretion, we can refuse, limit, or return any deposit. We have sole discretion to determine whether we accept Items for deposit or collection, including Items drawn on a non-U.S. bank or Items payable in a foreign currency. Handling an Item "for collection" means that instead of accepting the Item for deposit, we send the Item directly to the issuer's bank for payment. We will credit your Account only when we receive final payment for the Item. You agree to pay the Collection Items Fee for each collection, as disclosed to you in the Deposit Account Disclosure or the BMO Business Service Fee Schedule. Items sent for collection and Items we accept for deposit which are drawn on a non-U.S. bank or are payable in a foreign currency are not subject to our Funds Availability Policy for Deposit Accounts in Section 8 below. If the Item is payable in foreign currency, the credit to your Account will be determined by the paying bank using its exchange rate in effect at the time of final collection in U.S. dollars and the credit will reflect fees charged by the paying bank.

You agree that we, in receiving Items for deposit or collection, act only as your collecting agent and assume no responsibility beyond reasonable care and that all deposited Items are credits subject to our receipt of final payment. We will not be responsible for an Item lost while not in our possession.

### **B. Interest**

If your Account is an interest-bearing Account, the terms governing our payment of interest are explained in the Deposit Account Disclosure, Interest Rate Sheet, or the BMO Business Service Fee Schedule. These terms, including rate of interest, annual percentage yield, computation of interest, maturity conditions, minimum deposit requirements, fees and other terms are subject to change at our discretion. Contact your BMO Banker or call 1-888-340-2265 for the current interest rate. Unless otherwise provided at CD opening or renewal, the rate of interest paid, computation of interest and maturity conditions of the CD will not change during its term. For all deposits (except for Zelle® deposits received after 5:00 p.m. Central Time), interest begins to accrue on the Business Day we receive the deposit in accordance with the Funds Availability Policy for Deposit Accounts in Section 8 below. For Zelle® deposits received after 5:00 p.m. Central Time, interest begins to accrue on the next Business Day. We will not pay interest on any deposited Item that is returned to

us unpaid. Interest is generally reported to the Internal Revenue Service under the SSN or TIN for the Primary Account Owner.

### **C. Fees and Service Charges**

Fees and service charges are listed in the Deposit Account Disclosure or the BMO Business Service Fee Schedule. Applicable fees and service charges are subject to change at any time. The Deposit Account Disclosure and the BMO Business Service Fee Schedule may also include requirements which, if met, will provide you with certain fee waivers on your Account.

You agree to pay any applicable fees and service charges when due, and you authorize us to deduct such fees and service charges from your Account. For business Accounts, you authorize us to deduct such fees and service charges from your Account to the extent they are not offset by an Earnings Credit. You understand our withdrawal of fees and service charges from your Account will result in your Account becoming overdrawn if you do not have Sufficient Available Funds to pay such fees and service charges. You agree that our right to deduct any fees and service charges from the funds in your Account extends to any state and federal benefit payments (including, but not limited to, Social Security benefits) that you have chosen to deposit in the Account. If you do not want your benefits to be applied in this way, you must change your Direct Deposit instructions by contacting the benefits payor and following its procedures to change your Direct Deposit.

### **D. Forms Specifications; Special Instructions**

All Checks, withdrawal forms, deposit slips and transfer instructions used in connection with your Account must be on forms obtained through or approved by us.

You agree to maintain adequate safeguards to ensure the authorized use of the forms you retain and agree to notify us immediately if you become aware that any Checks or other forms are lost or stolen. In the case of a lost cashier's check or official bank check of which you are the remitter or the payee, we will require a declaration of loss from you and at least a ninety (90) day waiting period before reissuing or refunding the amount of the check. In the case of a lost money order of which you are the remitter or the payee we will require a declaration of loss from you. A declaration of loss must be done through a specific form, which you must request either at a BMO branch or by calling us at 1-888-340-2265.

You are responsible for the condition of Checks when you issue them. We are not responsible for Losses you may suffer if a Check you issue or deposit is returned or processing of the Check is delayed as a result of any writing or marking that you or a prior endorser place on the front or back of the Check, improper printing on Checks, your failure to maintain adequate safeguards against unauthorized use, or your failure to issue Checks in a manner so as to prevent unauthorized completion, alteration or addition. You agree that we may refuse to accept for deposit or to process any Item that is presented in a form that cannot be processed or photographed using equipment that we use in our normal operations.

If you place an order to print Checks through us, you authorize us to charge your Account a Check printing fee, as disclosed to you at the time of your order.

We will not follow any restrictions or special instructions written on or accompanying an Item (for example, "void after 30 days," "paid in full," "not valid if drawn for more than \$500") unless we have separately agreed to them in writing. We will not be liable for any Item paid contrary to restrictions even if payment causes your Account to not have Sufficient Available Funds to pay other Items drawn on it.

### **E. Endorsements**

We may accept Items deposited to your Account without your endorsement but may, at our option, require your personal endorsement prior to accepting an Item. With respect to any such Item, our rights and your liabilities will be determined as if you actually endorsed and deposited

the Item. Any endorsement made with a Signature Device will be deemed to contain your endorsement, whether or not affixed by someone with your authority.

When you endorse Checks that you ask us to cash or deposit, you must endorse them in the area that extends one and one-half (1-1/2) inches from the trailing edge of the back of the Check. The trailing edge is the left side of the Check when you look at it from the front. You must also confine information that you place or have preprinted on the back of your Checks to the same area. Otherwise, it may overlap into the area reserved for the banks' endorsements and cause delays in processing and returning such Items.

You agree to pay us for any Losses we incur as a result of your failure to properly endorse any Item.

### **F. General Withdrawal Limitations**

We will allow withdrawals from Accounts (except CDs) without prior notice. However, federal regulations provide that we must retain the right to require at least seven (7) days' written notice prior to any withdrawal or transfer from an interest-bearing Account, but not from an interest bearing demand deposit Account. If you want to withdraw large amounts in cash from your Account, we may place reasonable restrictions on the time and place you may receive cash based on our security and operational considerations.

### **G. Money Market Deposit Accounts Withdrawal Limitations**

The number of withdrawals or transfers from money market Checking Accounts are unlimited when made in person at the Bank, at an ATM, by messenger, transfers for Overdraft Funding, by mailing a request, or speaking to a telephone representative to have a Check made payable to you.

For certain money market Checking Accounts we may limit all other withdrawals or transfers to a combined total of six (6) per month or monthly statement period, including, for example, those made by Check, POS, ACH, wire, BMO Bank by Phone, BMO Digital Banking, or internal transfers to repay BMO loans. We may, at our option, charge a fee for any transaction that exceeds these limits. Please refer to the Deposit Account Disclosure or the BMO Business Service Fee Schedule.

### **H. Wire and Other Funds Transfers**

This Section 7.H does not apply to electronic funds transfers that are governed by Section 5 above.

#### **(i) Wire Transfers – General**

Generally, unless you have entered into a separate wire transfer agreement with us, the following provisions apply to both wire transfers that you send and receive. If you have entered into a separate wire transfer agreement with us, the provisions below govern wire transfers that you receive and the wire transfer agreement governs the wire transfers that you send. You may be charged a wire transfer fee for each wire transfer that you send or receive, as disclosed in the Deposit Account Disclosure or the BMO Business Service Fee Schedule. If we receive a wire transfer and are unable to process it for any reason, the wire will be returned to the originating financial institution, less a wire return fee as disclosed in the Deposit Account Disclosure or the BMO Business Service Fee Schedule. If you send a wire transfer and the receiving financial institution returns the wire to BMO, the receiving financial institution may charge a wire return fee which will be deducted from the amount of funds returned.

Any payment order verified through the use of our established security procedures will be treated as your payment order, and you will be required to pay us the amount of the payment order whether or not you authorized it. We may, but are not required to, act on any payment order that does not comply with our security procedures and you will be required to pay us the amount of the payment order whether or not you authorized it if we accepted the payment order in good faith. Please read our security procedures at [www.bmo.com/us/security](http://www.bmo.com/us/security). If you initiate a payment order, you acknowledge and agree that our security procedures (a) are

commercially reasonable based on the size, type and frequency of the payment orders you make; and (b) verify the authenticity of the payment order but not whether the payment order is correct. We reserve the right to delay the execution of any payment order until we are able to verify the authenticity of the payment order by any means reasonably acceptable to us. We will not be liable to you or any other person for such delay provided that we acted in good faith.

You are responsible for the contents of each payment order you send to us. You acknowledge and agree that, except as provided in Section 7.H.(ii) below, we and any receiving bank are entitled to rely on your Account number or the recipient's account number (or bank identification number) that appears on your payment orders without any obligation to look at the name of the receiving customer or bank that may also appear on the payment order.

**(ii) Additional Terms Applicable To Outgoing International Wire Transfers for Consumers**

For wire transfers initiated by a consumer in the United States to transfer funds to a beneficiary in a foreign country for personal, family, or household purposes, the following additional terms will apply. The terms in this Section 7.H.(ii) do not apply to international wire transfers: (a) sent to a beneficiary in the United States, (b) initiated by a non-consumer, or (c) initiated by a consumer for non-personal, non-family, or non-household purposes. If there is a conflict between the provisions in this Section 7.H.(ii) and the BMO Wire Transfer Services Agreement, any disclosure, other provisions in this Deposit Account Agreement for Personal and Business Accounts, or any other document governing our relationship, the terms of this Section 7.H.(ii) shall control.

- As applicable, we will provide you disclosures identifying, among other things, the amount that will be transferred to the beneficiary, a description of any fees and taxes imposed by us, a description of any fees and taxes to be applied by third parties to the extent known by us, the exchange rate to be used, and the amount to be received by the beneficiary in the foreign currency.
- You will have the right to cancel a wire transfer covered by this Section 7.H.(ii) for a full refund within 30 minutes of completing it.
- In the event you believe an error has occurred with regard to a wire transfer covered by this Section 7.H.(ii), you must notify us no later than 180 days after the date on which the funds will be available to the beneficiary (disclosed as the "Availability Date"). You may notify us by calling 1-855-734-2648 or mailing us at BMO Bank N.A., Attn: Wire Support Unit 3D, 1200 Warrenville Road, Naperville, IL 60653. When you contact us, we will require the following information to the extent available: (a) your name, address and telephone number, (b) the beneficiary's name, address and telephone number, (c) the date, dollar amount and transaction confirmation number of the outgoing international wire transfer, and (d) specifics regarding what you believe to be the error or problem. If you fail to notify us within this time period, we will not be liable for any error or loss of interest relating to the erroneous transaction.
- We are only liable for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC4A. Except as required by Regulation E, subpart B, we will not be responsible for the acts or omissions of any other person or entity, including third parties involved in the processing of the wire transfers covered by this Section 7.H.(ii), and no such party may be deemed our agent. In no event will we have any liability for indirect, consequential, incidental, punitive, or special damages, even if advised of the possibility of such damages.

**(iii) ACH Credits and Debits**

When we receive ACH credits or debits to your Account, we are authorized to credit or debit your Account, as the case may be, and you agree to be bound by the rules of the National Automated Clearing House Association. Under these rules, you must promptly report unauthorized entries to us so they can be returned to the originating source in a timely manner.

**(iv) Provisional Credit**

You also agree that funds to be credited to your Account are provisional until we receive final payment. If we receive a demand for reimbursement from any payor of a Direct Deposit to your Account claiming that you were not entitled to certain payments, we are authorized to charge your Account for the amount of the claim.

**(v) Review of Wire and Other Transfers**

The periodic statements we provide to you will notify you of funds transfer payments credited to your Account or debited from your Account. You agree that we are not required to provide any other notice to you of receipt of funds transfers. Once we make your statement available to you, you agree to notify us immediately if you believe a funds transfer shown on your statement is incorrect.

**I. BMO Bank by Phone**

You can use BMO Bank by Phone to obtain certain automated services on your Account with us, such as receiving information about the balance or recent transaction activity in your Account, issuing certain stop payment orders on your Account, and initiating the transfer of available funds between your eligible Accounts. You agree that your call may be monitored or recorded and your voice may be used to verify your identity. You may be connected to a Contact Center associate to complete certain services. Transactions made after 9:00 p.m. Central Time will be processed on the following Business Day. When you enroll in BMO Bank by Phone you will be required to establish a PAC which will be necessary to access BMO Bank by Phone. You agree not to reveal your telephone identification number or PAC to any person. Please read our security procedures at [www.bmo.com/us/security](http://www.bmo.com/us/security).

**J. BMO Digital Banking**

BMO Digital Banking is governed by the BMO Digital Banking Agreement provided to you when you enroll.

**K. Internet Gambling or Illegal Transactions**

If we reasonably believe a transaction is prohibited or involves other illegal activities, we reserve the right to refuse a transaction, freeze your Account, or close your Account. Under the Unlawful Internet Gambling Enforcement Act, transactions, including Checks, Card transactions, electronic funds transfers, wires, drafts, or credit transactions that fund illegal Internet gambling, are prohibited. You agree that you will not use your Account to participate in any unlawful Internet gambling transactions or illegal transactions.

**L. Relationship Waiver for Deposit Accounts**

Relationship Waiver is a feature of certain Accounts that offers monthly maintenance fee waivers on eligible Checking Accounts if the stated requirements are met each statement period. The requirements to receive benefits under Relationship Waiver are provided in your Deposit Account Disclosure and this Agreement. Each month you do not meet the Relationship Waiver requirement for the statement period, you will be charged the monthly maintenance fee for your Accounts, unless you satisfy the requirements for another way to waive the monthly maintenance fee on the particular Account.

The following rules apply to Relationship Waiver. We do not automatically link your Accounts or designate Accounts as your Master Account or Linked Plus Accounts. Accounts that appear on a combined statement are not necessarily or automatically linked to your Master Account for purposes of determining your eligibility for Relationship Waiver. An Account may only be linked to one Master Account. Contact your BMO Banker for more information on Relationship Waiver and to link your Accounts.

**Wealth Checking as Master Account**

If you designate your Wealth Checking Account as your Master Account, the Average Daily Balance in your Wealth Checking Account will determine



whether you receive a monthly maintenance fee waiver on your Linked Plus Accounts under Relationship Waiver.

#### Linking Linked Plus Accounts

To receive a monthly maintenance fee waiver based on the Average Daily Balance in your Wealth Checking Account, you must contact your BMO Banker to request Relationship Waiver and designate your Master Account and Linked Plus Accounts. You must read your Deposit Account Disclosure to determine which Accounts are eligible to be linked as Linked Plus Accounts to receive a monthly maintenance fee waiver under Relationship Waiver.

You may not link any trust Account, as a Linked Plus Account, except Accounts opened by you as part of your revocable living trust. We bear no responsibility for your decision to link Accounts. You should carefully consider your decision to link Accounts, and consult your legal advisor.

The statement period date and frequency for your Linked Plus Accounts will be changed to be the same as the statement period and frequency as your Master Account.

#### **M. Statements, Notifications and Your Duty to Examine**

A monthly statement for all Accounts (except CD Accounts) will be made available to you, unless otherwise described in the Deposit Account Disclosure or the BMO Business Service Fee Schedule. We will mail statements to you at the address in our files, unless we agree otherwise.

If you have agreed to receive statements electronically, we will send you email notices at the email address we have on record when your statements are available. The notice will identify the website where the statements are posted. For Accounts owned jointly, the periodic statement will only be sent to the primary address we have on file for your Account. Please contact your BMO Banker for more information on the primary address we have on file for your Account or to make changes.

The balance shown on your statement is not final until verified by us in comparison with our records. We reserve the right not to send or otherwise make available to you statements on Accounts (a) where no transaction occurs other than the posting of interest, (b) a statement is returned as undeliverable, or (c) we consider Dormant or abandoned. If we retain your Checks or any other evidence of debit or credit entries to your Account and do not return them to you, we may destroy them and use reasonable care to maintain legible copies for any period required by Applicable Law.

You must promptly and carefully examine all statements, the images of your canceled Checks, and other Items we provide or make available to you regarding your Account. If you believe there is an error on the statement, or that some unauthorized person has withdrawn funds from your Account, you must notify us immediately. Your Account statement will be considered correct unless you notify us otherwise. Because you are in the best position to prevent and discover an unauthorized transaction, error, omission, forgery, alteration, or unauthorized, missing, or forged endorsement (for purposes of this Section 7.M, collectively, "Unauthorized Transaction(s)"), you agree that we will not be liable: (a) if you did not exercise reasonable care in examining the statement, the images of your canceled Checks or any other Items; (b) if you did not report the Unauthorized Transaction(s) to us within thirty (30) days of the date we mailed or made available the earliest statement reflecting such transaction; (c) if the Items drawn without authority or altered were forged, counterfeited or altered so cleverly that a reasonable person cannot detect it (for example, unauthorized Checks made with your facsimile or other Signature Device or that look to an average person as if they contain an authorized signature); or (d) as otherwise provided by Applicable Law. With respect to (b), your loss could be not only with respect to the Unauthorized Transaction(s) on the statement but other Unauthorized Transactions by the same wrongdoer. In the event that Unauthorized Transactions are committed by the same person, the thirty (30) day period in (b) begins on the date of the first statement we mailed or made available to you reflecting the first Unauthorized Transaction in question.

The period in which you must notify us if your statement shows an Unauthorized Transaction may be longer or shorter if the Unauthorized Transaction is related to wire transfers or other fund transfers (see Section 7.H of this Agreement), a substitute Check for personal Accounts (see Section 6 of this Agreement), or an unauthorized electronic funds transfer or Card transaction on a personal Account or Card (see Sections 5 and 9 of this Agreement).

Subject to Applicable Law, you are precluded from commencing legal action or an arbitration proceeding against us relating to or arising from erroneous, unauthorized or altered Checks or Items, signatures, endorsements or other problems unless you commence such legal action or arbitration within one (1) year after we mailed or made available to you the first statement reflecting the transaction in question.

Subject to Applicable Law, with regard to any transaction you claim to be an Unauthorized Transaction, we reserve the right to conduct a reasonable investigation before re-crediting your Account and you agree to fully cooperate with such investigation, including completing and signing an affidavit and providing us with a copy of any police report you filed with regard to the Unauthorized Transaction(s), if such steps are deemed necessary in our sole discretion. If you are unwilling to fully cooperate with our investigation, you agree that we may consider the matter resolved and reverse any provisional credit we may have provided.

#### **N. Combined Statements**

You may elect to have Accounts that meet our eligibility requirements appear on a combined statement. You agree that we may change the statement period for those Accounts to a single monthly statement period only for the purpose of providing you combined statements. If you request a combined statement, and have Check Images, we will only provide you images of canceled Checks for the primary Account on the combined statement. You agree that information regarding your Accounts will be made available to other Account Owners for all Accounts appearing on the combined statement. If the primary Account in your combined statement is closed, we will uncombine your statements. Contact your BMO Banker for more information on combined statements.

#### **O. Change in Terms; Notices**

We may change this Agreement, our Deposit Account Disclosure, or the BMO Business Service Fee Schedule, or any other documents governing your Account and our relationship at any time. This means we can amend, add, delete or replace any provision or term governing your relationship with us.

Unless otherwise required by Applicable Law or specified by us, amendments and changes will be effective after any of the following: (a) notice of amendment or change is mailed to your current address in our records, (b) notice of amendment or change is posted in the lobbies of our branches for a reasonable period of time, or (c) if applicable and permitted, notice of amendment or change is provided in electronic form.

If we are permitted to send an electronic notice, we may provide such notice of amendment or change to you: (1) by email at any email address you provide to us at any time, (2) by access to a website that we will identify in an email notice we send to you at the time the information is available, or (3) by access to a website that generally we will identify to you in advance for such purpose.

If you continue to use your Account, Card, or related services, or keep the Account open after the effective date of any such notice you will be deemed to agree to the amendment or change.

No notice is required for changes in the interest rate and corresponding changes in the annual percentage yield for variable rate Accounts or for any Check printing fees. In addition, if we make changes that are either favorable to you, will have no adverse effect, or do not impact the terms or services related to your Account, we will not provide you notice, unless required by Applicable Law.

You may review the current Agreement applicable to your Account at [www.bmo.com/us/legal](http://www.bmo.com/us/legal). Any provision of this Agreement may be

changed or terminated immediately, without notice, to the extent necessary to comply with any Applicable Law.

Other notices sent or made available to you will be considered effective in accordance with the delivery standards in this Section 7.O. Notice from you will be considered effective when we receive it at our branches or other location as designated by us and we have had a reasonable time to act on it. Notice to any one Account Owner of your Account is notice to all Account Owners of your Account. Also, notice to us from any one Account Owner of or Authorized Signer on an Account will be considered notice from all Account Owners.

There are different notice procedures that apply to marketing communications and solicitations. Please refer to the Privacy Notice for opt out procedures related to marketing and solicitations.

#### **P. Change of Address; Personal Information; Returned Mail; and Subsequent Communications**

You must notify us promptly if you change your personal information such as your name, address, email address, phone number, SSN or TIN, or resident/citizenship status, and we may require you to confirm this change in writing. If you do not notify us of a change in your personal information, we will send notices, changes in terms, fee changes, statements, or other communications regarding your Account to you at the address (or email address if you have agreed to receive electronic notices) maintained in our records. If we receive information of a change in your address from the U.S. Postal Service or other source in the business of providing address information, we may change your address in our records to that new address. For a business Account, we may update our records to reflect any changes in information regarding your Account that have been conveyed to us by an Authorized Signer.

If notices, changes in terms, fee changes, statements, or other communications we send to you regarding your Account are returned as undeliverable, you agree that (i) we may discontinue mailing such documents to you until we receive a new address; and (ii) any information in such documents will be retained by us in our computer system and such documents will be available to you upon request; however, such information may be destroyed by us in accordance with our standard record retention policies and procedures. You also agree that (i) the information contained in such documents will be deemed available to you on the date that such documents would have been sent to you; and (ii) any notices, changes in terms, fee changes, statements or other communications contained in such documents are effective and binding upon you, as of the date set forth in such documents.

In the event your mail is returned to us as undeliverable, the procedures set forth in this Section 7.P will apply. You agree the process described in this Section 7.P is an acceptable method of delivery of information to you. You agree to defend, indemnify, and hold us harmless for taking the steps described in this Section 7.P.

#### **Q. Customer Communications**

You expressly agree to be contacted at the email address, phone number (whether landline or wireless), and address that you provide us or that we obtain, including from a third party.

By providing us with a telephone number (including but not limited to a wireless/cellular, mobile telephone number and/or email address), you authorize us to contact you for our everyday business purposes (including but not limited to your Account application, Account management/maintenance, informational messages, debt collection, fraud prevention, survey/research, identity verification, compliance with federal or state law or regulations, and/or to determine how you intend to use and fund your Account) using automatic telephone dialing systems, artificial or prerecorded voice message systems and text messaging systems in order to provide you with information or to seek information about, or to otherwise discuss (i) this Agreement and any transactions hereunder, or (ii) any other agreements or transactions that you may now have or may in the future establish or conduct with us. You

authorize us to make such contacts using any telephone numbers (including wireless, landline and Voice over Internet Protocol numbers) you have supplied or may in the future supply to us in connection with this Agreement or the transactions hereunder, or any other agreement or transaction you may now have or may in the future establish or conduct with us.

You acknowledge that anyone with access to your telephone may listen to the voice messages we leave you or read the text messages we send you. You further agree that we will have no liability for anyone accessing such messages. You also acknowledge that, when you receive a telephone call or text message from us, you may incur a charge from the company that provides you with telecommunications, wireless and/or data services, and you agree that we will have no liability as a result of such charges. You expressly agree and consent that we and our affiliates, agents, independent contractors or service providers may monitor and record your calls and other electronic communications with us or use of our services. You also agree that transactions conducted on our premises may be taped and audio recorded. You also agree that any of these communications may be used and disclosed consistent with Section 7.S of this Agreement and the Privacy Notice. You represent to us that you are the owner and/or primary user of any number or email address you provide to us, and agree that you will notify us if this is no longer true as to any such number or email address.

We may use voice ID technology for authentication purposes when you call us. To verify your identity, voice ID technology creates and stores a voiceprint, a digital representation of your voice. Thereafter, each time you call us, voice ID technology matches your voice to your voiceprint to make sure it is you without the need to enter a password or provide other information verifying your identity. Using voice ID technology to verify your identity is optional. If you prefer to verify your identity without using voice ID technology, we will use an alternative method to identify you. When you call us, you will have the option to enroll in or opt out of using voice ID technology.

#### **R. Signature Requirements; Forgeries and Alterations**

You agree that our use of electronic processing and automated payment of Checks without manual verification of signature, or other examination, is a procedure that does not vary unreasonably from general banking usage and constitutes ordinary care by us in paying Checks. We will have no responsibility for reviewing the number or combination of signatures on any Item drawn against an Account. Even if you have indicated that more than one signature is required in connection with an Item drawn on an Account, you authorize us to honor or pay an Item through the Account contrary to the signature requirements you have specified, provided at least one of the required signatures appears on the Item.

#### **S. Use and Disclosure of Customer Information**

Generally, we will not disclose information about you, your Account or transactions to third parties or our affiliates, except (i) as authorized by you; (ii) as permitted by Applicable Law; or (iii) as described in the Privacy Notice. By opening, maintaining or using an Account, you irrevocably authorize us to disclose information (i) to our affiliates, accountants, lawyers, service providers, vendors or agents; (ii) to our regulators; (iii) to law enforcement authorities; and (iv) for the following purposes: (a) to provide, exchange or verify credit information, in the regular course of business (including collecting an obligation owed to us or a third party) with other financial institutions, commercial enterprises or credit bureaus; or (b) to comply with government or court requests, orders or legal process including subpoenas, summonses or search warrants.

You understand and agree that we and our service providers may use personal information about you for everyday business purposes, such as to send you information about your Account, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, and to protect our rights and property. You further understand and agree that we and our service providers may create, examine and record a digital representation

of your voice (a “voiceprint”) that may be used for verifying your identity when you contact us.

*Sharing and Use of Information within The BMO Family of Companies.* You understand and agree that we may share within The BMO Family of Companies information about your transactions or experiences with us, information you supply on your Account applications, and information we receive from third parties. As an individual, you have the right to instruct us not to share among our banks and affiliated financial service companies certain information (other than information about our transactions and experiences with you) from your Account applications or information we receive from third parties. This information includes your income and credit score. As an individual, federal law gives you the right to limit some but not all marketing from The BMO Family of Companies. You may limit our affiliates from marketing their products or services to you based on personal information about you that they receive from us. This information includes your income, Account history and credit score. Please refer to the Privacy Notice for applicable opt out procedures.

#### **T. Security Interest, Setoff and Assignment Restrictions**

You hereby grant us and each of our affiliates a security interest in all Accounts owned by you, either individually or jointly, now or in the future, with us or with any one of our affiliates, regardless of the amount of your contribution to an Account, in order to secure payment of any and all claims including fees and service charges we or any one of our affiliates may have against you, or a joint Account Owner, whether or not another party is also liable for such claims and whether such claims relate to the Account, an overdraft protection plan, a credit agreement, or other circumstances. Prior to exercising our setoff right, we will provide you with notice to the extent required by Applicable Law. If you fail to satisfy a claim, you hereby authorize us or any one of our affiliates to pay all or a portion of the amount of the claim by a debit to or withdrawal from the Account, without obtaining your consent. Our right of setoff may be exercised at any time subject to Applicable Law and we have sole discretion to choose which Account we debit.

In addition to the rights granted herein, we and each of our affiliates retain all rights of setoff pursuant to Applicable Law. If you owe money to us or any of our affiliates, we can use the money from any Account (except IRAs) to pay the debt. If we cash or otherwise give you credit for any Item which is returned unpaid, we are authorized to deduct such amount from any Account maintained by you whether individually or jointly, regardless of the amount of your contribution to your Account. To the extent the debt arises from the Account where Direct Deposits of federal or state benefit payments are made, you expressly agree that all such rights extend to any federal or state benefit payments (including, for example, Social Security benefits) deposited into the Account. You understand and agree that if you do not want your benefits applied in this way, you must change your Direct Deposit instructions to the benefits payor. If your Account is a joint Account and one or more joint Account Owners are indebted to us in any manner, we may use the funds in the joint Account to pay the debt. Our right of setoff does not apply: (a) to IRAs or other tax-deferred retirement accounts; (b) if the debt is created under your non-fraudulent consumer credit card plan; or (c) when your right to withdraw funds from the Account arises only in a representative capacity. If we make a setoff against your Account, you agree to release and indemnify us from all liability for our actions. If you or any joint Account Owner draws a Check or otherwise authorizes withdrawals not presented for payment until after the drawer's death, or if any joint Account Owner is indebted to us at the time of his or her death, we are authorized to pay such Checks and withdrawals and exercise our right of setoff against the Account after such joint Account Owner's death, notwithstanding any rights that a surviving joint owner, a POD payee or a beneficiary of an ITF or “trustee for” Account may have to funds in the Account.

You are prohibited from assigning your rights to or granting a security interest in an Account without our prior written consent. You understand that any assignment or pledge of your Account is subject to our prior

security interest and right of setoff. We also reserve the right to determine whom to pay first among competing claimants. You further agree to indemnify us against any Losses incurred by us if you assign or grant a security interest in your Account (whether or not we consented to such security interest). You also grant us a security interest in your Account as security for your performance of this indemnity, and the right to terminate or place a hold on the Account and dishonor all Items drawn on the Account that you have assigned or in which you have granted a security interest to any third party (whether or not we consented to such security interest).

#### **U. Taxpayer Identification Numbers**

You must give your correct SSN or other TIN when you establish an Account with us. When you sign an Account opening form or signature card, you certify that the number you are giving is correct (or that you are waiting for a number to be issued), that you are not subject to backup withholding, and that you are a U.S. person (including a resident alien). If you are not a U.S. person (including a resident alien or a foreign corporation, foreign partnership or foreign trust), you must give us the proper Form W-8 or other required forms.

#### **V. Transfer of Account Ownership**

You may not transfer any of your rights to your Account without our consent. Ownership of your Account is only transferable on our records with our consent. Even if we consent, we may require you to close that Account and have the new Account Owner open a new Account in his or her name.

IRAs may not be transferred except to a qualified successor custodian or trustee. You may be liable for a fee upon transfer of your Account as described in the Deposit Account Disclosure.

#### **W. Dormant and Abandoned Accounts**

If your Account becomes Dormant, we will notify you and continue to impose any applicable Account maintenance fees as long as the Account remains open. Refer to the Deposit Account Disclosure or the BMO Business Service Fee Schedule for current fees.

Your Account will be presumed abandoned and the funds in the Account will be transferred in accordance with Applicable Law. You also agree that when your Account becomes abandoned in accordance with Applicable Law, we will stop paying interest on the Account.

#### **X. Closing Your Account**

Subject to Applicable Law, you can close your Account at any time for any reason by giving us written notice. We can close your Account at any time, and we may assess an Account Closing Fee, as disclosed in the Deposit Account Disclosure or the BMO Business Service Fee Schedule. We have the right to advise credit bureaus if your Account is closed for any reason.

If we close your Account, we will mail you a notice and a check for the balance if it is more than one dollar (\$1). If your balance is between \$0.01 and one dollar (\$1), we will mail you a notice, but we will not mail you a check. If your balance is \$0.00, we may close your Account and will not mail you a notice. Please allow four (4) to six (6) weeks to receive such funds from us.

If a deposit Account, other than a CD, is closed before interest is credited, you will receive any accrued and unpaid interest. If you close a CD within the grace period, accrued and unpaid interest will not be paid. If you close a CD on or prior to maturity, any accrued and unpaid interest will be credited to your CD.

Any Items presented after your Account is closed will be returned unpaid.

After your Account is closed, you agree we have no obligation to accept deposits or pay outstanding Items. In addition, after the Account is closed, you agree to remain liable for fees and other obligations related to your

Account, regardless of when they were incurred, including liability for all outstanding Items.

The provisions of this Agreement are intended to be binding after your Account is closed and will remain binding between you and us, including, but not limited to, indemnification obligations and limitations on liability.

## **Y. Attorneys-in-Fact and Agents**

**1. Powers of Attorney.** You or your attorney-in-fact may provide us with a written power of attorney designating an attorney-in-fact to have authority to exercise all, or some, of your rights under this Agreement, as limited by us in our sole discretion. Subject to Applicable Law, any power of attorney appointment must be in a form satisfactory to us and we may refuse to honor powers of attorney in our sole discretion. Subject to Applicable Law, we may limit you to the appointment of one attorney-in-fact. If the Account is a joint Account, we may honor a power of attorney from one joint Account Owner and you agree that we have no duty or obligation to notify any other Account Owner(s) on that Account of the power of attorney. We may require that the principal or attorney-in-fact provide us with an affidavit confirming that the power of attorney has not been revoked or terminated. You agree that we are authorized to permit any person to whom you have granted a power of attorney to exercise all, or some, of your rights under this Agreement until such time as we receive written notice that the power of attorney has been terminated or revoked and we have had a reasonable opportunity to act upon it. You agree to indemnify and hold us harmless from and against any actions we have taken or your attorney-in-fact has taken regarding this Agreement or any Account prior to the revocation or termination of such power. You agree that we do not have any duty to monitor the acts of any attorney-in-fact or ensure that such acts are for your use or benefit or are otherwise permissible under Applicable Law. You agree to indemnify and hold us harmless and that we will not be liable or responsible if the actions or inactions of any attorney-in-fact exceed his or her powers, or if his or her actions cause you any harm or are against your interests, or if such actions do not comply with Applicable Law.

**2. Agents and Authorized Signers.** If your Account allows for and you have designated an Authorized Signer (including, for example, on a signature card) for any Account, that Authorized Signer may perform any action on your Account that you may perform except as may be limited by us in our sole discretion or by you with our consent. You agree to defend, indemnify and hold us harmless from and against any action an Authorized Signer has taken or not taken with respect to your Account or under this Agreement until such time as we receive written notice that the authority has been terminated or revoked and we have had a reasonable opportunity to act upon such notice. You agree that we have no duty to monitor the acts of any Authorized Signer or ensure that their acts are for your use or benefit or are otherwise permissible under Applicable Law. If you have designated one or more authorized users for Online Banking for Business and you wish to remove an authorized user's access to this service, you must log on to your online account and remove such authorized user from your online account. Notifying us that the authority for an Authorized Signer on your Account has been revoked or terminated will not result in our removal of that individual as an authorized user in online banking. We do not delete authorized users from your online account.

## **Z. Legal Proceedings; Disputes and Protection Against Loss**

We are authorized to comply with any legal process including, for example, any subpoena, summons, garnishment, tax withholding order, court order, injunction, execution, or any tax or other levy relating to your Account. We are not required to determine whether the court had the authority to issue the legal process. In addition, upon receipt of oral or written notice from any party of a claim or dispute regarding the Account, we may place a hold on the Account. In such case, you agree to indemnify and hold us

harmless for our failure or refusal to honor any Item drawn on the Account or any other withdrawal instruction.

We may restrict your use of your Account in the event your Account becomes involved in legal proceedings, we believe or receive notice that there is a dispute or uncertainty regarding the ownership or control of the funds in your Account or regarding the rights, powers, duties or authority of a signer, or we suspect you may be the victim of fraud or that any transaction is fraudulent or may involve illegal activity, until the dispute, uncertainty, or suspicion is resolved to our satisfaction. In addition, if we believe or receive notice that you have used or are using your Account in a manner that is fraudulent, unlawful, or inconsistent with the terms of this Agreement or any other agreement with us, we may reverse any deposits to or payments from your Account, no matter when they were originally made, in order to avoid or reduce any Loss which we would otherwise incur because of the fraudulent, unlawful, or inconsistent use.

You may be charged a fee for each legal process as shown in the Deposit Account Disclosure or the BMO Business Service Fee Schedule. In the event we become a party in any legal proceedings involving you, another Account Owner, your Account or a third person, you agree to pay us for all fees and expenses (including reasonable attorneys' fees) that we incur responding to any legal process relating to your Account. You agree to indemnify us for all Losses incurred by us as a result of such legal proceedings subject to Applicable Law and you authorize us to deduct any such Losses from your Account. Subject to Applicable Law, we have no liability to you if we comply with legal process, including disclosure of Account information on individual or joint Accounts and combined statements. In the event of your death, we will not release funds on deposit until all legal documents we require are accepted by us.

In the event you opt out of the arbitration provision in Section 7.EE of this Agreement, and you or we file a lawsuit or legal proceeding in connection with your Account, you consent to the jurisdiction and venue of the state and federal courts of Illinois.

**WAIVER OF TRIAL BEFORE JURY OR JUDGE.** TO THE EXTENT ALLOWED BY LAW, YOU UNDERSTAND AND AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT.

## **AA. Indemnity**

For additional clarity, and not as replacement of any other provision of this Agreement requiring indemnification by you, and to the extent permitted by Applicable Law, you agree to defend, indemnify, and hold us harmless for any breach of this Agreement, including for all Losses arising out of or resulting from the following as further described in greater detail in this Agreement:

- Your failure to provide a valid address;
- Your assignment of a security interest in your Account;
- We make a setoff against your Account;
- We place a hold on your Account after we receive notice of a claim against your Account;
- We place a hold on your Account after we become aware of or suspect a dispute regarding the funds in or the authority to act on the Account;
- We incur Losses related to a claim against your Account;
- Unauthorized use or misuse of your Account;
- Your failure to comply with our endorsement standards;
- Prior to receipt of notice of your death, disability or termination of authority of an Authorized Signer or of a power of attorney, and a reasonable opportunity to act, we take action on your Account at your direction or at the direction of such attorney-in-fact, agent, or Authorized Signer;
- Actions taken by your attorney-in-fact, agent, or Authorized Signer;
- Any Loss based on your instructions; and

- Any Loss arising from our refusal to act if you have not provided all documentation we require.

## **BB. Limitation of Liability**

This Agreement and the Account relationship do not create a fiduciary relationship between us. We owe you a duty only of ordinary care.

To the extent permitted by Applicable Law, we are not liable to you for errors that do not result in a financial Loss to you. If we fail to stop payment on an Item, improperly dishonor an Item or pay an Item bearing an unauthorized signature, forged drawer's signature or forged endorsement or alteration, our liability, if any, is limited to the face amount of the Item. In no event will we be liable for indirect, special, incidental, exemplary, punitive or consequential Losses or damages of any kind.

We may take any action authorized or permitted by this Agreement without being liable to you, even if such action causes you to incur a Loss.

We are not liable to you for any Loss caused by an event that is beyond our reasonable control including if circumstances beyond our reasonable control prevent us or delay us in performing our obligations for a service, including acting on a payment order, crediting a funds transfer to your Account, processing an Item or crediting your Account. Circumstances beyond our reasonable control include, but are not limited to: a natural disaster; adverse weather conditions; acts of God; acts of terrorism; emergency conditions; a legal constraint or governmental action or inaction; strike or stoppage of labor; power failure; the breakdown or failure of our equipment for any reason; the breakdown of any communication or transmission facilities, any mail or courier service; suspension of payments by another bank; or your act, omission, negligence or fault.

You agree that the amount of any claim you have against us in connection with any Account or transaction with us is reduced by the extent that: (a) negligence or failure to use reasonable care on your part, or on the part of any of your attorney-in-fact, Authorized Signers, agents or employees, contributed to the Loss that is the basis of your claim; and (b) the Loss could not be avoided by our use of ordinary care.

Any Loss recovery you obtain from third parties on a particular claim will reduce the amount of any obligations we may have to you on that claim and you will immediately notify us of any such recovery. You agree to pursue all rights you may have under any insurance policy you maintain in connection with any Loss and to provide us information regarding coverage. You agree to cooperate with us in good faith during any claims process and agree to provide documents and assistance as necessary. Our liability will be reduced by the amount of any insurance proceeds you receive or are entitled to receive in connection with the Loss. If we reimburse you for a Loss covered by insurance, you agree to assign us your rights under the insurance to the extent of your reimbursement.

To the extent permitted by Applicable Law, we will have no responsibility and will incur no liability for any act or failure to act by any merchant, other financial institution, Cardholder, or any other third party.

## **CC. Waiver/Enforceability**

No delay in enforcing our rights will affect your obligations under this Agreement. If we waive any of the provisions of this Agreement, such waiver will apply only on that occasion and is not sufficient to modify the terms and conditions of this Agreement. If there is a conflict between this Agreement and Applicable Law, this Agreement will be considered changed to the extent necessary to comply with Applicable Law. Except as described in the arbitration provision, found in Section 7.EE of this Agreement, if any provision of this Agreement is deemed to be invalid, illegal or otherwise unenforceable, that provision may continue to be enforceable to the extent permitted by the court, and the remainder of that provision will no longer be considered part of this Agreement. All other provisions of this Agreement will remain in full force and effect.

## **DD. Security**

It is your responsibility to safeguard information and equipment that may allow access to your Account including, but not limited to, Account numbers,

statements, user identification and passwords, your Checks, Signature Devices, Cards, PACs and PINs. If such information or equipment becomes compromised, we will not be liable. For our complete security policy and other helpful tips, please see our website at [www.bmo.com/us/security](http://www.bmo.com/us/security).

## **EE. Arbitration Provision**

PLEASE READ THIS PROVISION CAREFULLY. It affects your rights and will have a substantial impact on how legal claims you and we have against each other are resolved.

### **Summary**

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling us. In the unlikely event that we are unable to resolve any Claims you may have to your satisfaction (or if we have not been able to resolve a Claim we have with you after attempting to do so) after following the procedures set forth in this provision, you and we each agree to resolve those Claims through binding arbitration or small claims court instead of in courts of general jurisdiction.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Any arbitration under this provision will take place on an individual basis; class arbitrations, class actions, other representative actions, and non-individualized injunctive relief are not permitted. By agreeing to arbitrate, both parties are waiving the right to a trial by jury or before a judge.

### **YOU HAVE A RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION AS DISCUSSED BELOW.**

### **Special Definition of Certain Terms**

For purposes of this Section 7.EE only, references to "you," "your," "we," "our," and "us" in this Arbitration Provision include each party's respective parent companies, subsidiaries, affiliates, agents, employees, officers, directors, predecessors in interest, successors and assigns, as well as all authorized or unauthorized Account Owners, Cardholders, custodians, users or beneficiaries of Accounts under this Agreement or any prior agreements between you and us, as applicable.

### **Disputes Subject to Arbitration**

We and you agree to arbitrate any Claims between you and us arising out of or relating to your Account(s), this Agreement, any other agreement related to your Accounts, or any transactions arising thereunder. This Arbitration Provision is intended to be broadly interpreted. Claims include, but are not limited to:

- Claims arising out of or relating to your Account(s), this Agreement, any other agreement related to your Accounts, or any transactions arising thereunder, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- Claims that arose or involve facts occurring before the effective date of this Agreement or any prior deposit account agreement (including, but not limited to, claims relating to advertising, promotions, or disclosures);
- Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- Claims that may arise after the termination of this Agreement.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1 et seq., governs the interpretation and enforcement of this Arbitration Provision and any arbitration proceedings. Any dispute regarding the interpretation, scope, applicability or enforceability of this Arbitration Provision or any portion thereof, including whether a Claim is arbitrable, shall be decided by the arbitrator, except that any dispute regarding the subsection entitled "Waiver of Class and Representative Actions and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Representative Actions and Other Non-Individualized Relief" is



unenforceable, illegal, void or voidable, or has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator.

This Arbitration Provision will survive the closing of your Account and/or the termination of this Agreement.

### **Limitation of Claims**

**ANY ARBITRATION OR LAWSUIT RELATED TO YOUR ACCOUNT MUST BE FILED NO LATER THAN ONE YEAR AFTER THE CONDUCT GIVING RISE TO THE ALLEGED CLAIM OCCURS, OTHERWISE YOU AND WE AGREE ANY ARBITRATION OR LAWSUIT FILED AFTER THAT TIME SHOULD BE DISMISSED AND WILL BE PERMANENTLY BARRED, TO THE EXTENT PERMITTED BY LAW.**

### **Waiver of Jury Trial**

**YOU AND WE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.** You and we are instead electing that all Claims shall be resolved by arbitration under this Arbitration Provision, except as specified in the subsection above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

### **Waiver of Class and Representative Actions and Other Non-Individualized Relief**

**YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY CLAIM BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE.** Subject to this Arbitration Provision, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual Claim. Nothing in this subsection is intended to, nor shall it, affect the terms and operation of the subsection entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Provision, if a court determines in a final decision, not subject to any further appeal or recourse that the limitations of this subsection, "Waiver of Class and Representative Actions and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and we agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of Illinois after the arbitration has concluded. All other Claims shall be arbitrated or litigated in small claims court. This subsection does not prevent you or us from participating in a class-wide settlement of claims.

### **Notice of Dispute and Informal Dispute Resolution**

A party who intends to pursue a Claim must first send to the other a Notice of Dispute. Any Notice of Dispute sent to us should be addressed to:

BMO  
P.O. Box 88840  
Carol Stream, IL 60188-8840

Any Notice of Dispute sent to you by us will be sent to the address in our records that is associated with your Account at the time the Notice of Dispute is sent. The Notice of Dispute must (1) include your name, mailing address associated with your Account, and the full Account number to which the Claim relates; (2) describe the nature and factual basis of the Claim; (3) set forth the specific relief sought; and (4) must be signed by you personally if the Notice of Dispute is sent by you or by us if it is sent by us. To safeguard your Account, if you have retained counsel to submit the Notice of Dispute, your Notice of Dispute must include your signed statement authorizing us to share information about the Account and the Claim with your counsel. If we and you do not reach an agreement to resolve the Claim described in the Notice of Dispute within forty-five (45)

days after the Notice of Dispute is received, you or we have the right to refer the Claim to arbitration.

The forty-five (45) day period for informal dispute resolution is mandatory. During this forty-five (45) day period, the statute of limitations period, any contractual limitations period and any filing fee deadlines will be tolled. If you or we attempt to commence arbitration proceedings before providing the requisite Notice of Dispute, the National Arbitration & Mediation ("NAM") may not commence administration of arbitration proceedings until the forty-five (45) day period has run.

### **Arbitration Rules and Procedures**

The arbitration will be administered by NAM in accordance with the NAM Comprehensive Dispute Resolution Rules and Procedures (the "NAM Rules") in effect at the time of arbitration, except as supplemented, where applicable, by the NAM Mass Filing Supplemental Dispute Resolution Rules and Procedures (the "NAM Mass Filing Rules"), and as modified by this Arbitration Provision. The NAM Rules are currently available at <https://www.namadr.com/resources/rules-fees-forms/>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "Request"). The Request must include: (1) if the arbitration is initiated by you, your name, mailing address associated with your Account, and the full Account number to which the Claim relates; (2) a statement of the specific legal claims being asserted and the specific factual bases of those claims; (3) a description of the specific remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying the forty-five (45) day period for informal dispute resolution, as described above, has run; and (5) evidence that the requesting party has paid any necessary filing fees in connection with the arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. To safeguard your Account, if you have retained counsel to submit the Request, your Request must include your signed statement authorizing us to share information about the Account and the Claim with your counsel if you have not previously submitted such a statement with your Notice of Dispute.

If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then NAM will appoint the arbitrator in accordance with NAM Rules, provided that if the Batch Arbitration process described below is triggered, NAM will appoint the arbitrator for each batch. The arbitrator shall be a retired state or federal judge, or an attorney with at least 10 years of active practice and admitted to practice law in the State of Illinois.

Unless you and we otherwise agree, or the Batch Arbitration process described below is triggered, any in-person arbitration hearing will take place in the county where the address associated with your Account as identified in our records at the time the arbitration is commenced is located. Subject to the NAM Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration.

The arbitrator will decide the substance of all Claims in accordance with all Applicable Law, including recognized principles of equity and statutes of limitations consistent with the Section above entitled "Limitation of



Claims,” and Section 7.M, and will honor all claims of privilege recognized by law. You and we agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction. The arbitrator shall have the authority to award the relief contemplated under Federal Rule of Civil Procedure 11. Under this Arbitration Provision, arbitrators will not be bound by rulings in prior arbitrations involving different customers but are bound by rulings in prior arbitrations involving the same customer to the extent required by Applicable Law.

Unless both you and we agree otherwise, each party must bring all related or similar Claims in a single arbitration proceeding. If you or we later initiate a subsequent arbitration asserting Claims that are related or similar to ones that were raised by such party in a prior arbitration, NAM or the arbitrator will either: (1) consolidate the subsequent arbitration with the earlier proceeding if it is ongoing or (2) dismiss the subsequent arbitration if it raises Claims that would be barred by Applicable Law if brought in court.

You and we agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties’ attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

You and we agree that at least 14 days before the date set for an arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover any post-offer costs to which they otherwise would be entitled and shall pay the offering party’s costs from the time of the offer. Neither you nor we will disclose to the arbitrator the existence, amount, or terms of any settlement offers made by either party until after the arbitrator issues a final award resolving the Claim.

Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written award and statement of decision describing the essential findings and conclusions on which the award is based. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

### **Attorneys’ Fees and Costs**

Your responsibility to pay any NAM fees and costs will be solely as set forth in the applicable NAM Rules. The parties shall bear their own attorneys’ fees and costs in arbitration unless the arbitrator finds that either the substance of a Claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

### **Batch Arbitration**

To increase the efficiency of administration and resolution of arbitrations, you and we agree that in the event that there are twenty-five (25) or more individual Requests of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, within a ninety (90) day period (or as soon as possible thereafter), NAM shall (1) administer the arbitration demands in batches of 100 Requests per batch (or, if between twenty-five (25) and ninety-nine (99) individual Requests are filed, a single batch of all those Requests, and, to the extent there are less than 100 Requests remaining after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award (“Batch Arbitration”).

All parties agree that Requests are of a “substantially similar nature” if

they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise NAM, and NAM shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“Administrative Arbitrator”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by us.

You and we agree to cooperate in good faith with NAM to implement the Batch Arbitration process, including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, except as expressly set forth in this provision.

### **Availability of Small Claims Court and Access to Government Agencies**

Notwithstanding the foregoing, either party may assert Claims or seek relief in small claims court if such Claims qualify and remain in small claims court. This Arbitration Provision does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

### **60-Day Right to Opt Out**

You can choose not to agree to this Arbitration Provision (“opt out”) by writing to us within sixty (60) days after the date you first become subject to this Arbitration Provision. For new Account(s), the date you first became subject to this Arbitration Provision is the date we opened your Account. For existing Account(s), the date you first became subject to this Arbitration Provision is the effective date of any updates to the Arbitration Provision.

The written opt out notice must state that you do not agree to this Arbitration Provision and must be postmarked no later than sixty (60) days after the date that we open your Account (for new accountholders) or the effective date of the changes to the Arbitration Provision (for existing accountholders). The opt out notice must include your name, address and Account number(s) to which the opt out applies. You must sign the written opt out notice for it to be effective. Mail the opt out notice to:

BMO  
P.O. Box 88840  
Carol Stream, IL 60188-8840

If you opt out of this Arbitration Provision, all other parts of this Agreement will continue to apply to your Account(s). Opting out of this Arbitration Provision has no effect on any previous, other, or future arbitration agreements that you may have with us.

### **Future Changes to the Arbitration Provision**

You and we agree that we retain the right to modify this Arbitration Provision in the future. Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this Arbitration Provision (other than a change to any notice address, website link or telephone number provided herein), that change will not apply to any Claim for which you or we have provided a Notice of Dispute complying with the requirements set out in the subsection above entitled “Notice of Dispute and Informal Dispute Resolution” on or before the effective date of the change. If the change is material, we will also notify you. Unless you reject that change within sixty (60) days of the effective date of the change by following the opt out process described in the subsection above (“60-Day Right to Opt Out”), continuing your Account(s) constitutes

acceptance of any such changes. Moreover, if we seek to terminate the Arbitration Provision as included in this Agreement, any such termination will not be effective until at least thirty (30) days after written notice of such termination is provided to you, and will not be effective as to Claims of which we had written notice from you or your counsel on the effective date of termination.

Changes to this Arbitration Provision do not provide you with a new opportunity to opt out of the Arbitration Provision if you were previously bound by a prior deposit account agreement and did not validly opt out of arbitration. If you reject any change to this Arbitration Provision, the provisions of the prior arbitration provision remain in full force and effect. We will also continue to honor any valid opt outs of the arbitration provision that you made to a prior deposit account agreement.

### Severability

Except as provided in the subsection entitled "Waiver of Class and Representative Actions or Other Non-Individualized Relief," if any part or parts of this Arbitration Provision are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Provision shall continue in full force and effect.

### Other Remedies

This Arbitration Provision and the exercise of any of the rights you and we have under this provision will not prohibit you or us from exercising any lawful rights either you or we have to use other remedies available to preserve, foreclose or obtain possession of real or personal property or exercise self-help remedies, including setoff rights as described in this Agreement.

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## 8. FUNDS AVAILABILITY POLICY FOR DEPOSIT ACCOUNTS

Our general policy for all Checking Accounts (including money market Checking Accounts) is to make funds from wire transfers and electronic Direct Deposits available to you on the Business Day we receive the deposit. Funds from cash deposits made with a BMO Banker or at an ATM will be made available to you on the day of deposit. Funds from Check deposits made at one of our branches, with one of our bankers or by ATM will be made available to you on the first Business Day after we receive your deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay Items presented for payment on your Account.

### When Your Deposit Is Received

If you make a deposit in a branch or at an ATM on a Business Day before the cut-off time, as described below, we will consider that Business Day to be the day we received your deposit.

Deposits made at a night drop location or night depository will be retrieved and verified by us once at the beginning of each Business Day. Therefore, if you use a night drop during the day, that deposit will not be considered received by us until the next Business Day when we retrieve it and process it.

If you mail a deposit to a branch or to the Bank at P.O. Box 88840, Carol Stream, IL 60188-8840 and we receive it on a Business Day before the cut-off time, as described below, we will consider that Business Day to be the day we received your deposit.

If you make a deposit after the cut-off time, or on a day that is not a Business Day, we will consider the deposit to have been received by us on the next Business Day.

### Deposits Made After Cut-Off Time

Deposits or transfers into your Account made after the applicable cut-off time, as described below, may reflect in your available balance on the calendar day you conduct the transaction, but these transactions will not post to your Account, or be included in the balance used to determine

whether you have Sufficient Available Funds in your Account, until the next Business Day.

### Determining Availability

- **Branch Deposits:** The cut-off time for branch deposits made in person at the branch or received at a branch by mail is the closing time of the branch. Branch closing times vary by location.
- **Deposits may be made at select BMO ATMs.** The cut-off time for ATM deposits is 6:00 p.m. Central Time.
- **Mail:** The cut-off time for deposits mailed to the Bank at P.O. Box 88840, Carol Stream, IL 60188-8840 is 2:00 p.m. Central Time.
- **Bank By Phone:** The cut-off time for deposits made by BMO Bank by Phone is 9:00 p.m. Central Time as set forth in Section 7.I of this Agreement.
- **Mobile Deposit:** The cut-off time for Mobile Deposit is 8:00 p.m. Central Time.
- **Digital/Electronic Deposits (ex. ACH, Direct Deposits, BMO Digital Banking Transfers, or Zelle®):** The cut-off time for digital and electronic deposits is 9:00 p.m. Central Time.

### Immediate Availability

Cash deposited at branches, received for deposit through the mail, or deposited at ATMs before the cut-off times listed above will be available for immediate use on the day that we receive the deposit. Because we cannot process deposits made until we receive them, we strongly recommend that you do not send cash deposits through the mail. Cash deposited after the cut-off times will be available on the next Business Day after we receive the deposit.

### Same Day Availability

Funds from the following deposit types will be available for use on the Business Day we receive the deposit:

- Federal Reserve Bank wire transfers; and
- Preauthorized electronic credits.

### Next Day Availability

Funds from the following deposit types will be available for use on the first Business Day after we receive the deposit:

- Checks.

Please review the BMO Digital Banking Agreement to determine Funds Availability for Mobile Deposit.

### Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by Check available to you as described above. In these cases, funds will be available on the second Business Day after we receive your deposit; however, the first \$275 of your deposit will still be available on the first Business Day after we receive your deposit. If we will delay availability, we will notify you at the time you make your deposit and will tell you when the funds will be available. If your deposit is not made directly through one of our employees, or if we decide to take this action after you leave the premises, we will send you the notice no later than the day after we receive your deposit. If you need the funds from a deposit immediately, you should ask us when the funds will be available.

In addition, funds you deposit by Check may be delayed for a longer period under the following circumstances: if we believe a Check you deposit will not be paid; if you deposit Checks totaling more than \$6,725 on any one (1) day; if you redeposit a Check that was returned unpaid; if you have overdrawn your Account repeatedly in the last six (6) months; or if there is an emergency such as failure of communications or computer equipment, or severe weather.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available.

Funds will generally be available no later than the seventh Business Day after we receive your deposit.

### Special Rules for New Checking Accounts

If you are a new Checking Account customer (including a customer with a money market Checking Account), the following special rules may apply during the first thirty (30) days your Account is open:

1. Funds from Direct Deposits (such as Direct Deposits of payroll or Social Security benefits) to your Account will be available on the day we receive the deposit. Funds from deposits of cash are immediately available.
2. Funds from wire transfers and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government Checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions.
3. The excess over \$6,725 will be available on the ninth Business Day after the day of your deposit. If your deposit of these Checks (other than a U.S. Treasury Check) is not made in person through one of our employees, the first \$6,725 will not be available until the second Business Day after the day of your deposit.
4. Funds from all other Check deposits may not be available until the ninth Business Day after the day of your deposit.

### Cashing Checks

If we cash a Check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds in any of your deposit Accounts with us. Those funds will be available at the time funds from the Check we cashed would have been available had you deposited it.

### Funds Availability for Savings Accounts

Deposits to Savings Accounts are generally available for withdrawal on the first or second Business Day after the day of your deposit. We reserve the right to further delay the ability to withdraw funds under special circumstances without notice to you.

If you have any questions regarding this policy, or about the availability of any deposit you make, please speak with your BMO Banker or call us at 1-888-340-2265.

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## 9. BMO CARDHOLDER AGREEMENT

The terms in this Section 9 govern the use of Cards we issue in connection with your Account(s).

At your request, we may in our sole discretion issue a Card to access your Account to each Account Owner or authorized Cardholder. By requesting a Card, or by allowing the use of a Card, you agree to be bound by the terms of this Section 9. Please note that if you have authorized us to issue a Card to someone other than an Account Owner (for example, your agent), you are agreeing to allow full access to the funds in your Account to the Cardholder as well as access to your Account balance and transaction history. A Cardholder can also receive your Account information when his or her identity is verified. PINs are provided to Cardholders for identification and your protection. Each Cardholder is the only authorized user of his or her Card and PIN. You assume responsibility if any Cardholder fails to comply with the terms and conditions of this Section 9.

Cards may be used by Cardholders at ATMs that accept such Cards (e.g., some ATMs may only accept plastic debit cards while other ATMs may also accept contactless debit cards or other Cards) to withdraw cash, subject to applicable transaction limits (see Section 9.B of the Agreement), transfer funds between your Accounts, or perform a balance inquiry on your Account through participating networks. Cardholders with Debit Cards can obtain cash advances at any participating financial institution that accepts such Debit Cards and at a limited number of merchants that

accept such Debit Cards and are permitted to perform cash advances. You agree, and agree to instruct each Cardholder, to sign the Card (if applicable) promptly following receipt.

### A. Services Offered for All Personal and Business Cards

1. **ATM Transactions.** Cards may be used by Cardholders to withdraw cash, subject to applicable transaction limits (see Section 9.B), transfer funds between your Accounts, or perform a balance inquiry on your Account through participating networks.

Cards may be used by Cardholders to withdraw funds at any ATM in a participating network. A current list of participating networks is available by calling 1-888-340-2265. The networks identified on the Card may not accurately reflect the current list of participating networks. Cards may be used by Cardholders at BMO ATMs, at Bank of Montreal branded Participating ATMs, and at Allpoint® Participating ATMs in the United States, without incurring a Non-BMO ATM Transaction fee; however, a Foreign Transaction Fee will be charged for ATM transactions outside the United States. See Section 9.A.4 below for more information.

Cardholders may make deposits at BMO ATMs that accept deposits. Deposits may not be made at Non-BMO ATMs or Participating ATMs. See Section 9.C below for restrictions governing ATM deposits.

All transactions initiated through any ATM are subject to verification and are subject to the time necessary to process them. Transactions made after 6:00 p.m. Central Time on any Business Day or on a non-Business Day may not be processed by us until the following Business Day.

2. **POS Transactions.** If the primary Account related to your Card(s) is a Checking Account, Cards may be used to pay for purchases with funds in your Checking Account, subject to applicable transaction limits at any merchant that accepts your Card.

The amount of any Card purchase will be deducted directly from your Checking Account, and you cannot stop payment on any purchase made with a Card. Use of the Card for a purchase is regarded as a withdrawal from your Account at the time the Card is used, even if the transaction is not posted immediately to your Account. Purchases attempted with your Card against Savings Accounts are prohibited and will be declined.

For POS transactions, we may place a temporary hold on your Account equal to the authorization amount submitted by the merchant, which may affect available balances for the purpose of authorizing other transactions. Since the merchant may not know the actual amount of the transaction (for example, restaurant purchases, car rentals, or hotel purchases) at the time of the authorization, the authorization amount may be less or more than the actual amount of the transaction.

3. **Cash Advances at Participating Financial Institutions.** Cardholders with Debit Cards can obtain cash advances at any participating financial institution and at a limited number of merchants that are permitted to perform cash advances. These cash advances are withdrawals from your Account and are subject to the transaction limits listed in Section 9.B.
4. **Foreign Transactions.** For an ATM or POS transaction at a non-U.S. location in a currency other than U.S. dollars, the governing ATM or POS network will convert the local currency transaction amount into a U.S. dollar amount using its then current currency conversion procedures. The currency conversion rate used to determine the transaction amount in U.S. dollars is, in most cases, either (i) a government mandated rate or (ii) the wholesale rate in effect in accordance with their procedures. The currency conversion rate in effect on the conversion date may differ from the rate in effect on the transaction date. The governing ATM or POS network will charge you a Currency Conversion Assessment of 0.20% of the transaction, which is included in the U.S. dollar transaction amount. For each ATM or POS transaction at a non-U.S. location, we will charge a Foreign Transaction Fee as described in the Deposit Account Disclosure or the BMO Business

Service Fee Schedule, whether or not a currency conversion is required. If a currency conversion is required, the Foreign Transaction Fee is calculated based on the U.S. dollar transaction amount that is reflected on your statement. The Foreign Transaction Fee will apply to any transaction initiated in a foreign country, whether initiated by a Cardholder while traveling or by a foreign merchant for a purchase a Cardholder made remotely from the United States.

- Digital Wallets.** The terms in this Section 9 apply when you use a Digital Wallet to make purchases or other transactions with a Card. Digital Wallets may not be accepted at all places where your Card is accepted. The Bank does not charge a fee for Cardholders to use Digital Wallets, however message and data rates may apply. You should contact your wireless carrier for details on using Digital Wallets. The applicable service provider is solely responsible for the operation and maintenance of the Digital Wallet and may suspend or delete a Card from an enabled device at any time, with or without the Cardholder’s permission. The Bank also maintains and shares your information with Digital Wallet service providers as described in our Privacy Notice. When you add your Card to a Digital Wallet, you agree that the Bank may provide your information to the Digital Wallet service provider in order to provide the services you have requested. Information that you provide about your Card in the Digital Wallet will be collected by the service provider and will be subject to their privacy policy.
- Automatic Billing Updater Service.** We participate in the Mastercard® Automatic Billing Updater (ABU) service. When your BMO Debit Card number or expiration date is updated, or your Debit Card is closed, we will provide the updated Debit Card information to merchants who participate in ABU with whom you have automatic billing arrangements (such as telephone, cable companies, insurance, and health clubs). Since not all merchants participate in ABU, you should notify each merchant with whom you have automatic billing arrangements of the updated Debit Card information to ensure your payments are not interrupted. If you do not want us to provide your Debit Card updates through ABU, please call us at 1-888-340-2265 and allow sixty (60) days for your “opt out” to take effect.

**B. Limitation on Frequency or Dollar Amounts of Transactions**

We reserve the right to limit the amount and/or frequency of Card transactions, and we may change those limits and impose other limits or restrictions on use of your Card(s). Use of each Card is subject to the following daily limits unless you have been specifically advised by us that different limits are applicable to your Card(s):

Daily transaction limits for personal and business Debit Cards	Dollar Limit	Transaction Limit
ATM cash withdrawal	\$1,000	5
Cash advance	\$1,000	3
POS signature transaction	\$5,000	25
POS PIN transaction	\$5,000	25
Account to Account Payment	\$5,000	25

  

Daily transaction limits for personal ATM Cards	Dollar Limit	Transaction Limit
ATM cash withdrawal	\$1,000	5
Cash advance	N/A	0
POS signature transaction	N/A	0
POS PIN transaction	\$5,000	25
Account to Account Payment	\$5,000	25

Daily withdrawals and purchase limits refresh as of 12:00 a.m. (midnight) Central Time. Multiple transactions may need to be performed to

withdraw your desired amount due to restrictions at the ATM.

We may not authorize a withdrawal from your Account if you do not have Sufficient Available Funds to cover the withdrawal. For security reasons, there may be additional limits on the number or dollar amount of Card transactions, and we may change your limits or deny authorization for a transaction without notice to you if we suspect that fraud or other suspicious activity has occurred.

In addition to the transaction limits in the tables above, the limits in Section 7.G above for money market Checking Accounts also apply.

**C. Special Provisions Regarding ATM Deposits**

The following types of Checks should not be deposited at an ATM: (i) Checks that raise any question regarding endorsements, such as missing or second endorsements or restrictive or conditional endorsements; (ii) Checks drawn on a bank outside the U.S. or payable in a foreign currency; and (iii) Checks that are postdated, stale dated, or have any missing or altered information. Speak with your BMO Banker about the proper handling of these types of Checks. Each ATM deposit may include up to forty (40) Items endorsed for deposit and may not exceed \$999,999.99. Two (2) or more separate deposits may be made at an ATM to accommodate more Items or a larger dollar amount. All deposits made through an ATM are subject to actual receipt and verification as to amount. You agree that the Bank’s records reflecting transactions initiated through the use of the Card will be presumed correct. Deposits are subject to our Funds Availability Policy for Deposit Accounts (see Section 8 above).

**D. Service Fees**

Card transactions are subject to fees. Our fees currently in effect are disclosed in the Deposit Account Disclosure or the BMO Business Service Fee Schedule. When a Cardholder conducts a Non-BMO ATM Transaction, you may be charged a fee by BMO and the ATM owner or operator. We may charge you a fee for a withdrawal or transfer, but not for a balance inquiry. The ATM owner or operator may charge you a fee for a withdrawal, transfer or balance inquiry. Please note that fees imposed by the owner or operator of a Non-BMO ATM are outside our control and may be changed at any time. You authorize us to deduct any fees charged by us or any ATM owner or operator directly from your Account.

**E. Documentation of Transactions**

Except for balance inquiries and certain small dollar amount transactions as permitted by Applicable Law, a Cardholder should get, or should have the option to get, a receipt for each transaction. We are not liable for the failure of a merchant or the owner or operator of a Non-BMO ATM or Participating ATM to give you a receipt for a transaction.

**F. Your Representations and Warranties Regarding Cards**

You agree, and agree to instruct each Cardholder, to sign the Card promptly following receipt.

**G. Additional Representations and Warranties for Business Customers with Cards**

You represent and warrant that (i) this Agreement, including this Section 9.G, has been duly authorized and does not violate your charter or bylaws (or corresponding operating documents if you are not a corporation), (ii) the individuals designated by you from time to time as being authorized to request Cards, designate Cardholders and link Cards to your Accounts have been properly authorized, (iii) the individuals designated as Cardholders by you are properly authorized to use all of the services and engage in all of the types of transactions that are available for the type(s) of Cards requested by your authorized representatives, (iv) Cards are provided solely for use by Cardholders for business purposes (and not personal, family or household purposes); and (v) you will, and will instruct each Cardholder to: (a) safely keep the Card and PIN separate and in your, his, or her sole possession; (b) not disclose the PIN, write it on the Card, or otherwise make it available to anyone else; (c) use the Card, PIN, and ATM or POS terminals

only as instructed and authorized and subject to limitations we may impose and change from time to time; (d) save all receipts and have them verified against your monthly Account statement; (e) report all crimes immediately to the owner or operator of the ATM and to the local law enforcement official; and (f) immediately report to you and us any loss, theft, disappearance or known or suspected unauthorized use of any Card or PIN.

#### **H. Limitations on Services**

Some Card services may not be available at all ATM or POS terminals. We reserve the right to restrict or to revoke use of the Cards for one or more types of transactions. If a Card transaction has not been conducted for at least twelve (12) consecutive months, we may close the Card or not reissue it. You may, however, call us to request a new Card. We may restrict the number of Cards we issue for your Account. Eligibility for the Cards may be limited. Cards and PINs remain our property, may be canceled at any time without notice, and must be destroyed upon request. We may terminate some or all of these Card services at any time. At our discretion, we may not authorize subsequent Card transactions or pay Items drawn on your Checking Account(s) due to outstanding Card transactions that have not been posted to your Account(s).

We may allow, at our discretion, withdrawal transactions that exceed your available credit limit on your overdraft protection line of credit or would result in an Overdraft. You agree to pay the Overdraft if we permit such withdrawal transactions. You further agree to pay any Overdraft Fees relating to the Overdraft if your Card is linked to: (a) a personal Account and you have agreed to opt-in to the Overdraft Program for ATM and Everyday (non-recurring, single) Debit Card Transactions or (b) a business Account. (See Section 2.B above.) If you have a personal Account and have not opted in, or have revoked your opt-in, to the Overdraft Program for ATM and Everyday (non-recurring, single) Debit Card Transactions, you will still be liable for any Overdraft, but will not be obligated to pay any Overdraft Fees.

#### **I. Your Liability**

You authorize us without further inquiry to credit or charge your Account(s) for all deposits, withdrawals, purchases and transfers, if applicable, initiated through use of any of your Cards, and you agree, except as otherwise required by Applicable Law, that you will be liable for all Card transactions initiated with a correct PIN or a signature that reasonably resembles the signature of the Cardholder appearing on the Card. You also authorize us to charge your Account(s) for the amount of any Check or other Item for which cash or credit is given in any Card transaction if that Item is dishonored, charged back or otherwise returned to us unpaid. Each time a Card is used the amount of the transfer is considered a withdrawal from your Account, even if the transaction is not posted immediately to your Account. For Cards linked to personal Accounts, your liability for unauthorized transactions is limited by the Electronic Fund Transfer Act and Regulation E (see Section 9.K.1 below).

#### **J. Our Liability for Failure to Make Transfers**

If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your Losses or damages. However, there are some exceptions. We will not be liable, for example, if (i) through no fault of ours, you do not have Sufficient Available Funds in your Account to make the transfer; (ii) the transfer would go over the credit limit on your overdraft protection line of credit; (iii) the ATM where you are making the transfer does not have enough cash; (iv) the ATM, POS terminal or system was not working properly and you knew about the breakdown when you started the transaction; (v) any merchant or financial institution refuses to honor your Card; (vi) a transfer is not completed due to communications or systems failure; (vii) access to the Account is restricted due to its involvement in legal proceedings or by other claims or actions; or (viii) the Loss or damage occurs as a result of any other reason identified in Section 7.BB of this Agreement. Except for your rights and our responsibilities actually stated in this Section 9.J and in cases of our gross negligence or willful

misconduct, we are not responsible for any Loss or injury resulting from the use of your Card, Card number or PIN, any ATM or POS terminal, or any other electronic funds transfer services, and you waive all such claims.

#### **K. Unauthorized Transactions, Errors, and Questions**

Call us at 1-888-340-2265 or write to us at BMO, P.O. Box 94019, Palatine, IL 60094-4019, **IMMEDIATELY** (i) for errors involving Card transactions, (ii) if you believe any of your Cards or PINs have been lost or stolen, (iii) if you believe your statement or receipt is wrong, or (iv) if you need more information about a transaction reported on a statement or receipt. Telephoning is the best way to minimize your Losses for any error or unauthorized transaction.

##### **1. Personal Cards**

###### **a) In Case of Errors or Questions about Personal Card Transactions**

In order to help resolve any errors or questionable Card transactions, no later than sixty (60) days after we send or make available to you the first statement on which the possible error appears, we will need you to:

1. Tell us your name, Account number, and Card number.
2. Describe the error or the transaction, the date of the transaction you are unsure about, and explain as clearly as you can why you believe the transaction is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and we will correct any error promptly. If we need more time, however, by law we may take up to forty-five (45) days to investigate your complaint or question. If we decide to take this additional time and you have provided us with written confirmation upon our request, we will provisionally credit your Account within ten (10) Business Days of first receiving your error notice for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we request written confirmation of your complaint or question and you fail to provide it within ten (10) Business Days, then we may not provide provisional credit to your Account or we may revoke the provisional credit we previously gave to you.

The time periods in the preceding paragraph may be extended as follows: (a) the applicable time is twenty (20) Business Days instead of ten (10) Business Days for new Accounts if the notice of error involves a transfer to or from the Account within the first thirty (30) days your Account is open; and (b) the applicable time is ninety (90) days instead of forty-five (45) days if the notice of error involves a transfer that (i) was initiated outside the U.S.; (ii) resulted from a POS transaction; or (iii) occurred within the first thirty (30) days your Account is open.

We will tell you the results of our investigation within three (3) Business Days after completing our investigation. If we determine that there was no error, we will send you a written explanation, and debit your Account for any amount that was provisionally credited. You may ask us for copies of the documents we used in our investigation.

###### **b) Limitations on Your Liability for Unauthorized Personal Card Transactions**

If you tell us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card or PIN without your permission. However, you could lose as much as \$500 if:

- You do not tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN; and



- We can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us.

If you do not tell us within sixty (60) days after the statement was provided or otherwise made available to you and if we can prove that we could have stopped someone from taking the money if you had told us within sixty (60) days, you may not get back any money you lost after the sixty (60) days. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend these time periods.

**c) State-Specific Limits:**

Certain states may limit your liability beyond the parameters set forth in Section 9.K.1.b of the Agreement.

**2. Business Cards**

In case of errors or questionable Card transactions, we must hear from you no later than thirty (30) days after we send or otherwise make available to you the first statement on which the problem or error appeared. We will need you to:

- Tell us the name of the Account Owner and all Cardholders, the Account number, and the Card number;
- Describe the error or the transaction and the date of the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) Business Days.

If you are claiming that a Card transaction was unauthorized, you agree to cooperate with us in our investigation and give us a copy of any police report and an affidavit covering all reasonably related facts and circumstances.

**L. Termination; Miscellaneous**

We may close a Card at any time in our sole discretion. All Cards and PINs are our property and you agree to destroy them upon demand. Closing your Card will not affect any liability you have to us with respect to transactions initiated through the use of the Cards prior to the date that your Card is closed or transactions accepted by us in good faith after the date your Card is closed. The rules, regulations and agreements that govern your deposit Account apply to all transactions initiated with a Card.

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**10. SPECIAL PROVISIONS APPLICABLE TO BUSINESS ACCOUNTS AND TRUST ACCOUNTS**

This Section applies to Accounts established by Companies, trusts and all other non-consumer customers.

**A. Account Documentation**

For any Account in the name of a Company, trust or other non-consumer customer, we require a designation of Authorized Signers in a form satisfactory to us. We will honor such designation according to its terms until we receive written notice that it is amended or terminated and we have a reasonable opportunity to act. You agree to notify us in writing in advance of any changes in ownership or Authorized Signers. If Checks or other Items are presented before we receive all necessary designations, we may refuse to pay the Checks or other Items (even if funds exist in the Account), and you agree to release, indemnify and hold us harmless for any Loss that may result.

**B. Special Agreements by Companies, Trusts and Non-Consumer Customers**

**1. Companies and Non-Consumer Customers other than Sole Proprietorships and Trusts.** If you are a Company or non-consumer

customer other than a sole proprietorship or trust, you agree that the Account is payable only to or on the order of the Company or other non-consumer customer, and not to any individual director, officer, shareholder, partner, member or manager thereof (except as such person or entity may be a payee on a Check or other Item drawn on the Account). You further represent and warrant that the Company or other non-consumer customer has taken all action necessary to open and maintain Accounts with us and that any certificates, resolutions, designations of authorized representatives, or other legal documentation filed with us in connection with the Account are true, accurate and complete, and will be kept up to date. For any transaction involving the Account, we may act upon the instructions of any Authorized Signer. You agree that we are authorized to honor transactions based on the current legal documentation we have on file until you provide us with new legal documentation acceptable to us and we have had a reasonable opportunity to act.

- 2. Sole Proprietorship Accounts.** If you are a sole proprietor, you agree that upon your death, your estate must release, indemnify and hold us harmless for any payment made at the direction of an attorney-in-fact, agent or Authorized Signer on your Account, unless we have not received notice of your death and had a reasonable opportunity to act on such notice. If you are doing business under an assumed name, you represent and warrant that you have properly filed all assumed name certificates or other documents and taken all other action required by Applicable Law in connection therewith.

**3. Accounts for Trusts and Fiduciaries.**

- a) Representations and Warranties by Fiduciary.** If you are a trustee or other fiduciary, you represent and warrant that: (i) you are a duly appointed and acting fiduciary; (ii) you have full power and authority to make this Agreement (including all requisite authorizations, waivers and consents) and to take all actions provided for in this Agreement with respect to the Account; (iii) the terms of this Agreement do not violate any provision of any statute, governing instrument, court order or other document governing your authorities and actions; and (iv) if the Account is for a trust, the trust is a domestic United States trust, or, if applicable, a trust governed by the laws of Canada. You will notify us in writing when there is any change to your powers and authorities. You agree that we are authorized to honor transactions based on the current legal documentation we have on file until you provide us with new legal documentation acceptable to us and we have had a reasonable opportunity to act. We have no duty or obligation to verify or update any of your powers and authorities or to receive copies of any statute, governing instrument, court order or other documentation evidencing such powers and authorities. References to a trustee or other fiduciary in this Agreement are to the trustee or fiduciary from time to time acting on the Account.

- b) Delegation of Your Authorities to an Agent.** If permitted by the statute, governing instrument, court order or other document granting your powers and authorities, you may delegate your powers and authorities to a third party acting as your agent, provided that we may limit the powers and authorities you may delegate to an agent and we may limit you to only one agent whose appointment must be joined by all the fiduciary Account Owners, if a joint Account. Any such delegation must be in a form satisfactory to us, provide for you to release, indemnify and hold us harmless from and against any actions we have taken or your agent has taken regarding your Account, and be evidenced on our records.

- c) Limitations on Our Liabilities and Your Indemnification of Us.** We reserve the right to require such documents or authorizations as we deem reasonably necessary to satisfy us that the person requesting or directing withdrawal of funds held in the Account has such authority. You agree to indemnify and hold us harmless for refusing to pay or release funds when the refusal is based on the failure of the person requesting or directing the withdrawal of funds to provide documents or authorizations requested by us.



We have no obligation to in any way advise you as to any legal, regulatory, or other fiduciary obligations you may have and we will not monitor in any way your exercise of fiduciary powers and duties. We are not responsible for, and do not have any obligation with respect to, the application of any assets held in the Account or withdrawn from the Account. We are not responsible for providing periodic statements or annual summaries to any person other than you, including any person holding a beneficial interest in the Account, or to any auditor or court or government agency, nor will we provide additional information in the periodic statements that you may be required to provide under state law or court order to persons holding beneficial interests in the Account, or to any auditor or court or government agency. You agree to indemnify and hold us harmless from and against any loss, liability, penalty, damage, cost or expense incurred in connection with this Agreement or the performance of our duties under this Agreement, including, for example, as a result of (i) any representations and warranties made by you in this Agreement or in any documentation provided to us by you that is either incorrect or incomplete, (ii) any direction given by you or your agent to us for payment or otherwise, or (iii) any participation by us in any breach of fiduciary duty by you or your agent. You agree to pay the expenses, including reasonable attorneys' fees, and costs of enforcing this right of indemnification.

#### **11. SPECIAL PROVISIONS APPLICABLE TO PASS-THROUGH DEPOSIT ACCOUNTS**

If you have opened an Account on behalf of the beneficial owner(s) of the funds in the Account (for example as an agent, nominee, guardian, executor, custodian or in some other capacity for the benefit of others), the Account may be eligible for "pass-through" deposit insurance from the FDIC. This means the Account could qualify for more than the standard maximum deposit insurance amount. For such Accounts, in order for us to comply with §370.5(a) of the FDIC's Rules and Regulations, if the Account has transactional features (such as check writing capability and/or the use of Debit Cards) as defined in § 370.2(j) of the FDIC's Rules and Regulations, you must agree to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below. Following these procedures may minimize the delay that these beneficial owner(s) may face when accessing their FDIC-insured funds in the event of a Bank failure. Section 370 of the FDIC's Rules and Regulations can be accessed on the FDIC's website at <https://www.fdic.gov/regulations/laws/rules/2000-9200.html>.

The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event the Bank fails. In addition, the FDIC has published an addendum as section VIII of the guide (the "Addendum"), which is a good resource to understand the FDIC's alternative recordkeeping requirements for pass-through deposit insurance. The Addendum sets forth the FDIC's expectations for demonstrating eligibility for pass-through deposit insurance coverage for deposit accounts, including those with transactional features. The Addendum also describes the records you should keep on the beneficial owner(s) of the funds and the format in which to provide the records to the FDIC in the event the Bank fails. The Addendum can be accessed on the FDIC's website at <https://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html>.

You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such Accounts at any time. In the event the Bank fails and the FDIC is appointed as its receiver, you agree to provide the FDIC with the information described above in the required format within twenty-four (24) hours of Bank failure for all Accounts with transactional features and any other Accounts to which you need rapid access. As soon as the FDIC is appointed, a hold or freeze may be placed on your Account so that the FDIC can conduct the deposit insurance determination. That hold or freeze will not be released until the

FDIC obtains the information required to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the required information to the FDIC may result in a delay in receipt of insured funds by the beneficial owner(s) and legal claims against you from the beneficial owner(s). This Agreement survives after the FDIC is appointed as our receiver, and as a result, the FDIC will be entitled to enforce the terms of this section.

### **III. OVERDRAFT FUNDING AGREEMENT FOR PERSONAL ACCOUNTS**

This Overdraft Funding Agreement for Personal Accounts describes the terms and conditions of the agreement between us and you with respect to Overdraft Funding. Overdraft Funding is a service which links one or more of your Accounts with us to your Checking Account with us and may automatically transfer funds from a linked Account to your Checking Account in the event an Item would overdraw your Checking Account. This Overdraft Funding service is only available to customers with eligible personal Accounts. This Overdraft Funding Agreement for Personal Accounts does not apply if you have a line of credit (other than a BMO Overdraft Protection Line of Credit) linked to your Checking Account for overdraft protection.

Except for the names of products, services, fees, proper nouns, and terms defined herein, capitalized terms used in this Agreement are defined in the Glossary, which can be found in Section I of this BMO Handbook. The Glossary is incorporated in its entirety into this Overdraft Funding Agreement for Personal Accounts by reference.

#### **Overdraft Funding Authorization**

By using your Checking Account, after you have requested and we have added Overdraft Funding to your Account, you are agreeing to pay all amounts owed in connection with this Overdraft Funding Agreement and to abide by its terms. If your Account is a joint Account, each Account Owner is bound by the terms of this Overdraft Funding Agreement for Personal Accounts and is jointly and individually liable for all amounts due under this Overdraft Funding Agreement. To qualify for Overdraft Funding you must have a personal Checking Account and at least one other personal Checking Account or Savings Account with us. You must ask a BMO Banker to add Overdraft Funding to your Account.

Overdraft Funding is a service whereby you authorize us to transfer funds on a Business Day from your Transfer FROM Account to your Transfer TO Account to pay Items that overdraw your Transfer TO Account, as described below.

**1. Overdraft Funding Transfers.** We will transfer funds as described below. In order for us to make a transfer from one of your Transfer FROM Accounts as described below, we may place a temporary hold on funds in that Transfer FROM Account in the amount of each Overdraft Item until the end of the day when we will determine whether the funds are needed to pay the Overdraft Items.

**a) Payment of All Overdraft Items.** If you have Sufficient Available Funds in your Transfer FROM Account to pay all Overdraft Items, we will transfer an amount equal to the Overdraft Items to your Transfer TO Account.

If you designate both Checking and Savings Accounts as Transfer FROM Accounts, we will review all of the Checking Accounts in the order listed in the applicable forms, then we will review all of the Savings Accounts in the order listed in the applicable forms for Sufficient Available Funds to pay the Overdraft Items. We will only transfer funds from one Transfer FROM Account at the end of each Business Day, and we will not combine funds from multiple Transfer FROM Accounts to make a transfer.

**b) Payment of Individual Items.** If you do not have Sufficient Available Funds in any Transfer FROM Account to pay all Overdraft Items and

your first Transfer FROM Account has Sufficient Available Funds to pay individual Overdraft Items, we will transfer funds from that Transfer FROM Account to your Transfer TO Account in the amount of the individual Overdraft Items that the Transfer FROM Account has Sufficient Available Funds to pay.

Your first Transfer FROM Account is the first Checking Account listed in the applicable forms. If you only designate Savings Accounts as Transfer FROM Accounts, your first Transfer FROM Account is the first Savings Account listed in the applicable forms. We will review the Overdraft Items according to the order of posting described in the Deposit Account Agreement for Personal and Business Accounts to determine if the Transfer FROM Account has Sufficient Available Funds to pay an Overdraft Item. We will not review any additional Transfer FROM Accounts to determine if there are Sufficient Available Funds to pay individual Overdraft Items.

If you do not have Sufficient Available Funds in your Transfer FROM Account to pay an Overdraft Item and either:

- You have a BMO Overdraft Protection Line of Credit linked to the Transfer TO Account, the Overdraft Item will be processed in accordance with your BMO Overdraft Protection Line of Credit Agreement; or
- You do not have a BMO Overdraft Protection Line of Credit linked to the Transfer TO Account, the Overdraft Item will be processed in accordance with the Overdraft Program described in the Deposit Account Agreement.

- 2. Fees.** We don't charge a fee for transferring money from your Transfer FROM Account to your Transfer TO Account.

Overdraft Fees may apply as described in the Deposit Account Agreement.

## IV. OVERDRAFT FUNDING AGREEMENT FOR BUSINESS ACCOUNTS

This Overdraft Funding Agreement for Business Accounts describes the terms and conditions of the agreement between us and you with respect to Overdraft Funding. Overdraft Funding is a service which links one or more of your Accounts with us to your Checking Account with us and may automatically transfer funds from a linked Account to your Checking Account in the event an Item would overdraw your Checking Account. This Overdraft Funding service is only available to customers with eligible business Accounts. This Overdraft Funding service is not available for IOLTAs, IBRETAs and personal Accounts. This Overdraft Funding Agreement for Business Accounts does not apply if you have a line of credit (other than a BMO Overdraft Protection Line of Credit) linked to your Checking Account for overdraft protection.

Except for the names of products, services, fees, proper nouns, and terms defined herein, capitalized terms used in this Agreement are defined in the Glossary, which can be found in Section I of this BMO Handbook. The Glossary is incorporated in its entirety into this Overdraft Funding Agreement for Business Accounts by reference.

### Overdraft Funding Authorization

By using your Checking Account, after you have requested and we have added Overdraft Funding to your Account, you are agreeing to pay all amounts owed in connection with this Overdraft Funding Agreement and to abide by its terms. To qualify for Overdraft Funding you must have a business Checking Account and at least one other business Checking Account or business Savings Account with us. You must ask a BMO Banker to add Overdraft Funding to the Account.

Overdraft Funding is a service whereby you authorize us to transfer funds on a Business Day from your Transfer FROM Account to your Transfer TO Account to pay Items that overdraw your Transfer TO Account, as described below.

- 1. Overdraft Funding Transfers.** We will transfer funds as described below. In order for us to make a transfer from one of your Transfer FROM Accounts as described below, we may place a temporary hold on funds in that Transfer FROM Account in the amount of each Overdraft Item until the end of the day when we will determine whether the funds are needed to pay the Overdraft Items.

- a) Payment of All Overdraft Items.** If you have Sufficient Available Funds in your Transfer FROM Account to pay all Overdraft Items, we will transfer an amount equal to the Overdraft Items to your Transfer TO Account.

If you designate both Checking and Savings Accounts as Transfer FROM Accounts, we will review all of the Checking Accounts in the order listed in the applicable forms, then we will review all of the Savings Accounts in the order listed in the applicable forms for Sufficient Available Funds to pay the Overdraft Items. We will only transfer funds from one Transfer FROM Account at the end of each Business Day, and we will not combine funds from multiple Transfer FROM Accounts to make a transfer.

- b) Payment of Individual Items.** If you do not have Sufficient Available Funds in any Transfer FROM Account to pay all Overdraft Items and your first Transfer FROM Account has Sufficient Available Funds to pay individual Overdraft Items, we will transfer funds from that Transfer FROM Account to your Transfer TO Account in the amount of the individual Overdraft Items that the Transfer FROM Account has Sufficient Available Funds to pay.

Your first Transfer FROM Account is the first Checking Account listed in the applicable forms. If you only designate Savings Accounts as Transfer FROM Accounts, your first Transfer FROM Account is the first Savings Account listed in the applicable forms. We will review the Overdraft Items according to the order of posting described in the Deposit Account Agreement for Personal and Business Accounts to determine if the Transfer FROM Account has Sufficient Available Funds to pay an Overdraft Item. We will not review any additional Transfer FROM Accounts to determine if there are Sufficient Available Funds to pay individual Overdraft Items.

If you do not have Sufficient Available Funds in your Transfer FROM Account to pay an Overdraft Item and either:

1. You have a BMO Overdraft Protection Line of Credit linked to the Transfer TO Account, the Overdraft Item will be processed in accordance with your BMO Overdraft Protection Line of Credit Agreement; or
2. You do not have a BMO Overdraft Protection Line of Credit linked to the Transfer TO Account, the Overdraft Item will be processed as follows:

If the Overdraft Item is a Check, automatic bill payment, or other transaction made using the Transfer TO Account number, we will use our discretion to either pay or return the Overdraft Item and you will be charged an Overdraft Fee as disclosed in the BMO Business Service Fee Schedule.

If the Overdraft Item is an ATM or everyday debit Card transaction, we will use our discretion to either pay or decline the Overdraft Item. If we pay the Overdraft Item, an Overdraft Fee, as disclosed in the BMO Business Service Fee Schedule, may apply. If we decline the Overdraft Item, no fees will be incurred.

- 2. Fees.** We don't charge a fee for transferring money from your Transfer FROM Account to your Transfer TO Account.

Overdraft Fees may apply as described in the Deposit Account Agreement.

## V. SAFE DEPOSIT BOX SERVICES AGREEMENT

### (FOR BMO SAFE DEPOSIT BOXES OPENED AFTER May 5, 2024)

You must separately authorize safe deposit box services by completing and signing our Safe Deposit Box Contract. See a BMO Banker for details.

#### Safe Deposit Box Services Agreement

The following Safe Deposit Box Services Agreement ("Contract") is the agreement that governs the safe deposit box services we provide you for Boxes opened after May 5, 2024. Except for the names of products, services, fees, proper nouns, and terms defined herein, capitalized terms used in this Contract are defined in the Glossary, which can be found in Section I of this BMO Handbook. The Glossary is incorporated in its entirety into this Safe Deposit Box Services Agreement by reference.

1. The term of this Contract will be for one (1) year from the date of entering into the Contract and will *automatically renew from year to year unless terminated by you upon not less than thirty (30) days' notice prior to the expiration of the then current term or unless terminated by us as otherwise provided in this Contract*. You agree to use the Box on the following conditions: that (a) you will pay the amount due annually in advance at the rate established from time to time by us; (b) you will pay all taxes assessed upon us by any local, state, or federal agency or taxing authority arising from or pertaining to this Contract; and (c) you will otherwise comply with all terms and conditions of this Contract. If at any time you do not comply with the above conditions, we may: (a) terminate your right to access or use the Box; and (b) exercise our rights hereunder or such rights as are otherwise available to us at law or in equity.
2. Any Signer may have access to the Box, except as otherwise provided below or by law. Access to the Box is permitted only during the regular business hours of our Safe Deposit Department subject to space, security and other conditions as determined by us, in our discretion.
3. We are not a bailee with respect to the Box or its contents, we will remain ignorant of its contents, and we will not be liable for any Loss of or damage to the contents of the Box, provided we have used ordinary care in preventing access to the Box by an unauthorized person. We do not represent the Box to be fire, water, or burglar proof. You are solely responsible for maintaining any insurance coverage you deem necessary to cover the contents of the Box, if desired. **You agree to keep money, jewelry and other untraceable items in the Box at your own risk. The contents of the Box are not FDIC-insured.**
4. In addition to the requirements regarding access to the Box, upon termination provided in Paragraph 6 below, you will pay us, in advance, for the cost of replacing lost, misplaced, or damaged keys and for the cost of any forcible entry into the Box made necessary due to loss or damage of the keys, and for any other costs, including reasonable attorneys' fees, incurred by us in connection with this Contract. You will be jointly and severally liable for any payments. You and each Signer are subject to all of the provisions of this Contract. In the event of the death of any person named as an owner on the Box, surviving owners and Signers must immediately notify us of such death before seeking further access, and we may thereafter refuse access to the Box for any reason including, for example, requirements of Applicable Law.
5. You and each Signer will have access to said Box and may place property therein or remove all or any portion of its contents. You have the right to surrender the Box and terminate the right of access of all persons entitled thereto. Any such action or any other instruction given to us by you will be binding upon all persons entitled by law to access. Such powers will remain effective even upon the death or disability of any such person until we receive notice of the death or disability and have a reasonable time to act, subject to the provisions and limitations contained in Paragraph 4 above.
6. We may at any time and for any reason, upon notice to you, terminate this Contract or terminate your right of use and possession of the Box. At such time you must promptly cause all contents of the Box to be removed, surrender all keys to us and execute such release agreements as we then require. If you fail to comply with the foregoing covenants, or requirements as otherwise provided in any termination notice, within thirty (30) days of us providing notice or within the time provided in the notice, we may gain access to the Box and its contents by whatever means we select, including the hiring of a locksmith or other person to force the opening of the Box and the replacement of locks and keys, and we may impound and store the contents in whatever manner and location we choose. You must promptly pay to us all costs and expenses incurred by us in connection with such surrender, forcible opening of the Box, replacement of locks and keys, and securing and storing the contents. We are hereby authorized to deduct the amount of all such costs and expenses and any other amounts due to us hereunder from any of your Accounts or from any rebate of payment due to you and with respect to the contents, in any manner we choose, to sell, escheat, dispose of or destroy the contents, subject to Applicable Law.
7. You may not assign or sublet the Box or any right of access or use thereof. You may not place in the Box any liquid, volatile or perishable substance, explosive device, guns or ammunition or any dangerous or offensive material that may harm or potentially harm or offend the property, interest, health or sensibilities of the Bank, its officers and employees, or any other guest or invitee of the Bank. You may not place in the Box or possess within any premises of the Bank, any substance or device, the possession or use of which would violate any law or regulation. Access to, and use of, the Box are and will be subject to the rules and procedures established from time to time by us, and to all Applicable Laws regarding safe deposit boxes. We will not retain a copy of the keys to the Box provided to you. You agree to use the highest degree of care to keep all keys out of the possession of unauthorized persons and must immediately notify us of the loss or theft of any key. Upon such notice, we may replace all locks and keys to the Box or assign a different safe deposit box to you, all at your expense.
8. We have the right to change the terms of this Contract for any reason, and in any respect, by adding, deleting or modifying any provision or terminate the Contract. We can add a new provision without regard to whether the provision deals with a matter already addressed by this Contract. We will provide written notice to you of any change or termination as provided in Paragraph 12 below. Such changes, including termination, will be effective and binding upon you as of the effective date in the notice. Continued use of the Box after we provide the notice will constitute your acceptance of all changes described in the notice.
9. We have the right, without prior notice, to change the location of the Box or substitute a Box of like size and expense and in doing so will not incur liability to you. In the event the Box is relocated to another location, the rights and obligations of you and us hereunder will remain in effect.
10. You agree to defend, indemnify, release, and hold us harmless from and against all Losses, in connection with the use of the Box (including those arising from assessment of taxes as provided in Paragraph 1 above), any access thereto as authorized by this Contract, the removal of or damage to the contents of the Box, and any conflicting claim to the Box or its contents, or any portion thereof. In the event of any act or statement by you, any legal or administrative process, or adverse claim by any person which in our opinion affects or may affect any of our rights or liabilities, we may, at our option, and without incurring liability therefor, suspend all rights of access to the Box until such claim, process or alleged rights have been resolved or disposed of to our satisfaction. Nothing in this

Contract will prohibit us from instituting proceedings to relieve the Bank of liability or responsibility for the contents of the Box, or any loss thereto, and we may dispose of or relinquish the contents in any manner consistent with such proceedings and as provided in this Contract, all at your sole cost and expense.

11. In the event you are a corporation, partnership, unincorporated association, trust or other organization, all of the duties, statements, conditions, restrictions and acts herein applicable to you are fully applicable to all of your directors, officers, employees, partners, members, trustees, agents, deputies, fiduciaries, and other representatives who are or may become entitled to gain access to the Box. All such entitled persons hereby represent and warrant to us that you are lawfully empowered to enter into this Contract and that the signatures on file with us are genuine signatures of all persons duly authorized to execute this Contract and to gain access to the Box for and on your behalf. We may act without further inquiry upon the written instructions of the authorized signers hereunder until officially notified otherwise by you.
12. All notices required to be given hereunder must be in writing and if notice is provided to you, notice may be, at our discretion, posted in our branches or served either in person or by mail, postage prepaid, mailed to your last known address as shown on our records or to us at the address of the branch at which the Box is located. This Contract is binding upon and inure to the benefit of the successors, assigns and personal representatives of the parties. For purposes of this Contract, wherever appropriate, the use of any gender includes any and all other genders, and all references to the singular number include the plural and the plural number includes the singular. Any waiver by us of any right or condition hereunder does not constitute a waiver of our rights to assert any such right or condition thereafter. This Contract is governed by Applicable Law.
13. Please note that at least one Holder must own an eligible deposit account with BMO in order to keep a safe deposit box with us. In order to be eligible, the deposit account may not be an IRA or CD. We may require the closure of a safe deposit box in the event at least one Holder does not own an eligible deposit account with us.

**For more details and information:**

**Call us at 1-888-340-BANK (2265). Or visit us online at [bmo.com/us](https://bmo.com/us).**

Accounts are subject to approval and are provided in the United States by BMO Bank N.A. Member FDIC 2/26

