We're here to help.

Financial EDI Service Schedule - Accounts Payable

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

1. Services

1.1. Pursuant to the Client's instructions BMO will transfer funds in Canadian and/or U.S. dollars from the Client's accounts with BMO along with related remittance data to the Client's designated recipients.

1.2. BMO will transfer funds directly or via other financial institutions that are capable of receiving such transfer instructions and data in electronic data interchange format ("EDI"). U.S. dollar transfers will be in one of the currently available formats the Client designates or any other format that becomes available for BMO's use in the future.

1.3. The Client will provide BMO with the necessary instructions and information BMO specifies in the User Documentation.

1.4. Neither BMO nor other financial institutions are required to confirm that account numbers indicate the account of the intended payee or to confirm the existence or entitlement of any payee.

2. Debit Authorization

2.1. The Client directs and authorizes BMO to debit:

- The Client's designated Canadian dollar account(s) with BMO for all Canadian dollar sums BMO is to pay, and
- The Client's designated U.S. dollar account(s) for all U.S. dollar sums BMO is to pay.

The Client will notify BMO in writing if the Client wishes to designate other accounts for these purposes.

3. Transfer Instructions

3.1. BMO will not be obligated to make any transfers or to continue to provide any of the EDI Services hereunder in the event that:

- The account(s) to be used to fund such transfers does not contain sufficient funds for such transfers;
- BMO suspects that sufficient funds will not be finally and irrevocably available for such transfers;
- BMO does not receive instructions in the format BMO requires, or,
- If in BMO's discretion BMO considers that instructions received were not properly initiated or authorized or that transfers are for an improper or illegal purpose.

4. Indemnification

4.1. In addition to the indemnification in the Master Agreement or in any other agreement between BMO and the Client, the Client will indemnify and save BMO and its Representatives harmless against any and all Claims directly or indirectly incurred by BMO or its Representatives which are the result of reliance on the transit and account numbers or other information the Client provides.

5. Electronic Data

5.1. BMO makes no representation or warranty as to the legal enforceability or sufficiency of any information exchanged through EDI or the admissibility as evidence or the legal adequacy of any records or documents exchanged through EDI or retained or created in connection with this Schedule as between the Client and third parties.