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Financial EDI Service Schedule - Accounts Receivable

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

1. Services

1.1. The Client will be solely responsible for instructing any persons who intend to send electronic data interchange ("**EDI**") payments and related data to the Client through BMO, of the details and specifications required to complete such transactions.

1.2. BMO will:

- Credit payments which are received for the Client via EDI in a format acceptable to BMO (the "**EDI Payment(s)**") to the Client's designated account(s) with BMO;
- Provide remittance details received for the Client in connection with such payments in the format and using the method mutually agreed upon from time to time; and
- Accept funds and associated remittance data received for the Client through EDI and to provide associated services on the terms set out in this Schedule.

2. Credit Instructions

2.1. Notwithstanding the provisions of this Schedule, BMO will not be obligated to credit the Client's account with any EDI Payments or to provide any of the services hereunder unless and until BMO receives from the Client all amounts the Client owes to BMO under this Schedule or otherwise.

3. Settlement

3.1. If for any reason BMO does not receive full settlement for the amount of any EDI Payment BMO credited to one of the Client's accounts, whether due to the failure of a sender's financial institution or otherwise, BMO may, at its option, choose to charge back to the Client's accounts the amount of any such payment and/or debit such amounts from EDI or other payments received for the Client. The Client will reimburse BMO in full immediately on demand for any such amounts BMO has not otherwise recovered.

3.2. Nothing in this Schedule will be interpreted as requiring BMO to accept any EDI Payment received from another financial institution and that acceptance of EDI Payments will be made at BMO's discretion.

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 direct or indirect result of:

(a) Any non-receipt, delayed receipt or receipt with errors, corrupted data, or receipt in a format not acceptable to BMO, of any payment or data resulting from any act or omission of the sender or its financial institution, including inaccurate or incomplete data received by BMO;

(b) Any provision by the Client of inaccurate or incomplete information to the sender or its financial institution;

(c) The loss of any EDI Payment or data while not in BMO's possession or control or while in transit to BMO;

(d) BMO's payment to the account number specified in an EDI payment instruction, regardless whether such account number corresponds to the Client's account;

(e) Any power or system failures, the acts or omissions of any telecommunications providers or the failure of any other person's equipment or software including without limitation, value added networks; and

(f) The liquidation, bankruptcy, insolvency, appointment of a receiver, seizure of assets or commencement of any action seeking protection from creditors or other similar event respecting any sender or its financial institution;

unless such Claims are a result of BMO's gross negligence or wilful misconduct.