Online Banking for Business (OLBB)

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. Administrators

1.1. *Primary Client Administrator(s).* The representatives the Client designates ("**Primary Client Administrator(s)**") will be assigned:

- An identification number ("**Client ID**"),
- A user identification number ("**User ID**") and
- A user password ("**User Password**")

(Collectively called "**Identification Data**").

1.2. *Other Administrators.* The Client's Primary Client Administrator(s) may authorize additional administrators with the same or other powers ("**Client Administrator(s)**") and assign them their own Identification Data. Identification Data may be reset or changed from time to time.

1.3. *Authorized Representatives.* A Primary Client Administrator or Client Administrator may authorize himself/herself and other persons as users with access to the Platform on the Client's behalf and assign any necessary additional Identification Data. Primary Client Administrator(s), Client Administrators and other authorized persons are collectively called "**Authorized Representatives**". The Primary Client Administrator or a Client Administrator that is granted administrative functions would be authorized to administer the Platform on behalf of the Client, which would include, but is not limited to, modifying and entitling all services, entitlements and accounts for profiles within the Platform.

1.4. *Binding Instructions.* All information, orders, entries and other instructions communicated to BMO or that the Client receives through the Platform or otherwise in compliance with all procedures BMO requires, including Identification Data, will be binding on the Client as if authorized by the Client in writing, regardless of the actual identity or authorization of the sender or any errors, mistakes or discrepancies between account names or numbers.

1.5. *Confidentiality of Identification Data.* The Client acknowledges the critical importance of maintaining the strict confidentiality of Identification Data and strictly adhering to security procedures and related information. The Client will notify BMO immediately if any Identification Data or security device (if applicable) is lost, stolen or misused.

1.6. *Delivery of Materials.* BMO will only deliver User Documentation and any other materials and security devices to the Primary Client Administrator(s). The Client must notify BMO immediately of any change in the identity of the Primary Client Administrator(s). BMO is entitled to act upon the instructions of any person previously designated as a Primary Client Administrator(s) until a reasonable time after BMO has received notice of such change from the Client. The Client may change the identity of Client Administrators or other authorized persons (other than Primary Client Administrators) without notifying BMO.

1.7. *Security Requirements.* The Client has reviewed and understands all security requirements and procedures related to this Service and agree that they are commercially reasonable.

1.8. *Subsidiaries.* If the Client has subsidiaries or affiliates with separate accounts with BMO, BMO may in its discretion, treat each entity as a separate entity for all security and implementation procedures.

2. Fund Transfers

The following provisions apply if the Client has requested any funds transfer services (including, without limitation, cross-border transfer services or third party transfer services) on an Implementation Form or other User Documentation or in another manner acceptable to BMO.

2.1. *Funding Account.* The Client will ensure that adequate funds are available in the account(s) of the Client designated by the Client and set up for BMO to debit ("**Funding Account(s)**") in accordance with the Client's instructions to BMO for funds transfer. In the event of inadequate funding being available by cut-off times BMO establishes from time to time, BMO will be under no obligation to execute any funds transfer instructions.

2.2. *Repayment. T*he Client will repay BMO for any funds advanced on the Client's behalf in order to execute any funds transfer instructions.

2.3. *No Confirmation.* BMO may act on and may process funds transfer instructions in the form BMO receives from the Client without the need for BMO to confirm or verify with the Client the completeness or correctness of the funds transfer instructions or the authority of any person sending such funds transfer instructions to BMO.

2.4. *Authorization.* The Client authorizes BMO to debit the Funding Accounts and to transfer funds on receipt of funds transfer instructions from the Client, whether or not sufficient funding exists in the Funding Accounts, at BMO's sole discretion.

2.5. *Binding Effect.* Any action BMO takes on the Client's funds transfer instructions will have the same legal effect and will bind the Client as fully and effectually as if the instructions had been given in writing and signed by the Client's duly authorized officer(s), regardless of howsoever or by whomsoever such instructions have been given, or whether the person(s) purporting to give such instructions was or was not the Client's officer(s) or employee(s).

2.6. *Irrevocable.* Funds transfer instructions executed by BMO are irrevocable. BMO cannot guarantee a return of funds or a return of funds without charge or fee to the Client. If BMO is able to obtain a return of funds, BMO will credit the Client's account less any applicable charges or fees on the date such funds are returned to BMO.

2.7. *Modifications.* With respect to electronically-stored sets of data which the Client accesses to instruct BMO to make funds transfers on behalf of the Client ("**Templates**"), to execute the Client's funds transfer instructions, BMO has the right to modify or update Templates as conditions change within the various payment networks, including amendments to interbank address codes, payment networks or correspondent banking arrangements, without prior notice to the Client.

2.8. *Delays.* The Client acknowledges that BMO may delay the sending of a funds transfer in the event that any restrictions applicable to BMO in any clearing system used to effect the funds transfer, including, without limitation, insufficient credit or other limits, delay BMO from sending the funds transfer.

2.9. *Reliance on Information Provided.* The Client acknowledges that BMO and other financial institutions who may be involved in processing funds transfer may rely solely on any account or identification number(s) or codes provided and will not seek to confirm whether the numbers specified corresponds with the name of the beneficiary or the beneficiary's financial institution (as applicable) provided in the funds transfer instructions and are not obliged in any other way to verify the information contained in the funds transfer instructions.

2.10 *Timing and Cut-Off Times.* Funds transfers may be subject to cut-off times, time zone differences and local laws and regulations of the destination country and Canada. As applicable, BMO reserves the right to change specific cut-off times from time to time as BMO deems necessary without prior notice to the Client.

2.11. *Bank Right to Refrain.* BMO has the right to refrain from acting on any funds transfer instructions that appear to contravene any law or regulation, including those related to terrorist financing or money laundering.

2.12. *Fees.* The Client will pay any of BMO's charges or fees and reimburse BMO for any fees or deductions charged by other financial institutions including, but not limited to, withholding or other taxes, interest and penalties that may be paid by BMO in connection with any funds transfers. The Client acknowledges that other financial institutions may charge or deduct a fee for processing funds transfers (including fees for refund requests and corrections) and that BMO may receive remuneration from the other financial institutions.

3. Zero Balancing Service

The following provisions apply if the Client has requested zero balancing services to or from its accounts.

3.1. *Authorization.* The Client authorizes BMO to transfer to or from its accounts specified by the Client in writing or otherwise designated in a manner acceptable to BMO (the "Zero Balance Account(s)") credit or debit balances as specified in the User Documentation, regardless of whether the affected Zero Balance Account has a credit balance or the transfer creates an overdraft (the "Zero Balance Transfer(s)"). Such Zero Balance Transfers do not require any further authorization.

3.2. *Credit Limits.* The Client will ensure that at all times the Zero Balance Accounts are kept within any credit limit BMO may stipulate. BMO may refuse to carry out a Zero Balance Transfer for any reason including, without limitation, a Zero Balance Transfer which, in BMO's opinion, would cause the Zero Balance Accounts to be overdrawn beyond any applicable credit limit.

3.3. *Overdraft.* The Client is liable to BMO for the amount of any overdraft, together with interest thereon, in any Zero Balance Account, including any overdraft which may result from a Zero Balance Transfer or if a Zero Balance Transfer is unwound for any reason.

3.4. *Representations & Warranties.* The Client represents and warrants to BMO that:

(a) The Client will only deposit to the Zero Balance Accounts funds to which it is solely and absolutely entitled; and

(b) No person other than the Client has any beneficial or other interest in any funds deposited to the Zero Balance Accounts.

4. Termination

4.1. *Survival of Sections.* The provisions of Sections 4, 5 and 6 will survive any termination of this Service in accordance with the terms of the Agreement.

5. Disclaimers

5.1. *Internet Risks.* Notwithstanding BMO's efforts to make the Platform secure, the Internet is inherently insecure. BMO will not be liable if data transfers to or from BMO through the Platform are monitored, intercepted, rerouted, copied or used by unintended parties.

5.2. *Timeliness of Information:* The Client's account balance and activity and other cash management information received through the Platform are periodically updated and adjusted and may not reflect all current transactions. For example, there may be a delay between the time information is sent from BMO to the Client's computer and the information may change during that time delay. BMO is not liable for information that is not up-to-date when viewed.

6. Limitations of Liability; Indemnity

6.1. *Limitations of Liability.* BMO will only be liable for use of the Platform as set forth in the Agreement or the User Documentation. BMO will have no responsibility or liability for

(i) any Claim arising out of the unauthorized use of the funds transfer service by any person, or

(ii) any damages, direct or indirect, incurred as a result of its refusal to process any payments from the Funding Account(s) due to insufficient funds in the applicable Funding Account(s).

6.2. *Client's Responsibility.* It is the Client's sole responsibility to take all necessary precautions to ensure that any software and related materials that the Client has on the Client's computers to access the Platform, including by way of example browser and accounting software, are free of defects, bugs, viruses and other items of a similar destructive nature that could be transmitted to the Platform. BMO is not responsible for any of the foregoing. The Client accepts sole responsibility for the accuracy, completeness, and authorization of all funds transfer instructions.

6.3. *Indemnity.* In addition to the indemnification provided for 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 or taken against BMO or its Representatives which are the direct or indirect result of any funds transfer or BMO otherwise acting in accordance with this Schedule including, without limitation, whether:

- By reason of unauthorized use of the funds transfer service;
- From systems failure, malfunction, delay;
- Failure to provide the funds transfer service for any reason outside BMO's control, including, without limitation, the acts or omissions of or the insolvency or bankruptcy of other financial institutions;
- By reason of incorrect funds transfer information (including, without limitation, transit and account numbers and the name of any account payee) being provided to BMO; or
- For any incorrect or improper payment to any person arising out of the processing of any funds transfer instructions;

except if such Claims are caused solely by BMO's gross negligence or wilful misconduct.

7. Mobile Access

As part of the Service, we may make available to you a mobile app that allows Authorized Users to access information from and conduct certain transactions through Online Banking for Business from their mobile devices ("Mobile App"). Your end users may use biometric ID functionality to access the Mobile App. If your end users use the biometric ID functionality, you accept and will be legally bound by the legal terms for biometric ID functionality and the BioConnect license agreement, which can be found at the link below or obtained by contacting your Treasury & Payment Solutions representative. You represent and warrant that you have reviewed the legal terms and the license agreement. You also agree that our licensor for biometric ID functionality, BioConnect Inc., may enforce the legal terms and the BioConnect license agreement directly against you.

Legal Terms & BioConnect License Agreement

8. API Service

As part of the Service, BMO may make available to the Client the ability to download account information directly to the Client's software applications via application programming interface ("**API Service**"). In order to utilize the API Service, the Client must subscribe to the service via the setup instructions delivered to BMO or by contacting the Client's BMO relationship manager to request the API Service. The Client may be subject to additional fees and charges for the API Service.

If the Client selects the API Service, the Client will specify one or more Primary Client Administrators who will be the Client's primary representative(s) for the API Service ("**API Administrators**"). API Administrators may authorize additional Primary Client Administrators to use the service, and each authorized Primary Client Administrator will in turn have the ability to authorize other Primary Client Administrators to use the service ("**API Users**"). Each API Administrator and each API User will have full authority to connect your software applications, download information via the API Service to such applications, and manage existing connections using such person's assigned OLBB User ID and User Password, and you represent and warrant that each such person has full power and authority to do so on your behalf.

Information available and provided through the API Service changes frequently and is subject to updating verification and correction by BMO from time to time and at any time throughout the day. Information may change between when BMO last sent the information to the Client or electronically posted it and when the Client receives or accesses the information and, therefore, the Client is solely responsible for any actions taken in reliance on information presented through the API Service, including any actions that may result in an overdraft or incorrect payment the Client makes.

Any third-party applications that are linked via the API Service are selected by the Client and the providers of such applications are the Client's vendors. BMO has no control over such vendors or applications or when and how any information is used or further disclosed after it is transmitted from BMO's systems. THE CLIENT ACKNOWLEDGES THAT ELECTRONIC ACCESS TO SYSTEMS THROUGH THE INTERNET OR OTHER NETWORKS, WHETHER PUBLIC OR PRIVATE, MAY NOT BE SECURE. BMO MAKES NO WARRANTY WHATSOEVER TO THE CLIENT, EXPRESS OR IMPLIED, REGARDING THE SECURITY OF ANY INFORMATION TRANSFERRED VIA THE API SERVICE OR OTHERWISE, INCLUDING WITH RESPECT TO THE SECURITY OR FUNCTIONALITY OF ANY THIRD-PARTY APPLICATIONS OR THE ABILITY OF UNAUTHORIZED PERSONS TO INTERCEPT OR ACCESS INFORMATION TRANSMITTED THROUGH THE SERVICE. BMO DISCLAIMS ALL LIABILITY FOR ANY USE OR DISCLOSURE OF ANY SUCH INFORMATION THAT DOES NOT RESULT FROM BMO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. Corporate Card Hub

The Corporate Card Hub ("CCHUB") is a digital platform available through Online Banking for Business (OLBB) that enables the Client's authorized program administrators and/or cardholders to manage the Client's Corporate Card program. Functionalities include managing cards and users, accessing, and downloading transaction details, and applying payments. Access to and use of CCHUB is subject to the terms of this Schedule and any applicable user access controls, security

protocols, applicable fees (if any), and operational guidelines established by BMO. BMO reserves the right to modify the functionalities available to the Client.

Clients who previously used Spend Dynamics will not be able to access that platform. CCHUB will serve as an alternative tool for managing card program activities, depending on the Client's configuration and needs.