We're here to help.

Payables Plus Service Schedule

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

1. Services

1.1. The Client will provide payment instructions to BMO electronically or by other means acceptable to BMO, containing information BMO requires to:

(a) make payments from the Client's account(s) with BMO or elsewhere by electronic means; and/or

(b) prepare, print, and issue cheques drawn on the Client's account(s) with BMO or elsewhere, (collectively the "**Payables Plus Service**").

1.2. The Payables Plus Service will be in accordance with set-up forms completed in connection with this Payables Plus Service and with any User Documentation. The Client will comply with any changes which might occur from time to time, including any changes to the timeframes specified therein.

1.3. When requested by BMO or BMO's Representative, the Client will confirm, on a timely basis, any information BMO receives or is received by its Representative. If BMO or its Representative does not receive confirming instructions from the Client, as set out in the User Documentation, the Client acknowledges that BMO may take such actions, or refrain from taking any actions, as BMO may in its discretion consider appropriate.

1.4. BMO will provide the Payables Plus Service in connection with the accounts designated in the implementation process and other accounts which the Client may designate from time to time in a manner acceptable to BMO (collectively "**Designated Account(s)**").

2. Payment Methods

2.1. The Client will instruct BMO on the methods of payment (e.g. cheque and/or electronic payments) and any specific delivery instructions required provided the Client has the appropriate Services with BMO.

2.2. *Electronic Payments.* Where the Client instructs BMO to make payments electronically, the Client acknowledges that BMO and other financial institutions involved:

- may make such payments based on account numbers only without verifying payee names; and
- are not required to confirm or verify the accuracy of any payment information received, including, without limitation, the accuracy of payee name, payee account numbers, or the existence or entitlement of payees to such electronic payments.

2.3 *Format.* The Client will ensure that all payment instructions provided to BMO conform to the specified format. BMO will not be responsible for carrying out or failing to carry out any payment instructions which do not conform to the specified format.

2.4. *Preparation of Cheques*. If the Client instructs BMO to prepare cheques on the Client's behalf:

- the Client represents and warrants that the person(s) signing the Selection Agreement on the Client's behalf is/are authorized to delegate cheque preparation, signing and issuance activities to BMO;
- the Client agrees that any cheques prepared, signed and issued on the Client's behalf under the Payables Plus Service will be binding on the Client as if they had been prepared, issued and signed directly by the Client; and
- the Client waives any defence respecting non est factum or lack of authority or valid signature on any cheque printed under the Payables Plus Service, and agrees that BMO may charge the Client's account with all cheques printed under the Payables Plus Service, upon presentment by the holder, as if they were directly prepared, issued and signed by the Client.

3. Other Provisions

3.1. BMO is not responsible for confirming the accuracy of any information BMO receives, for any acts or omissions taken in reliance upon any information or instructions BMO receives respecting the Designated Accounts, including, without limitation, for any discrepancies between cheque numbers, serial numbers, amounts, payee names and any other information provided, or for any unauthorized instructions BMO receives.