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Wire Payment Service Schedule

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

1. Definitions

BMO Maintained Template(s): electronically stored sets of data BMO administers and maintains according to Client Profile(s) which the Client accesses to instruct BMO to make Wire Payments;

Client Profile(s): information the Client provides to BMO which may be in written or verbal form;

Debit Account(s): the Client's designated account(s) which BMO is to debit in accordance with Wire Payment Instructions;

LVTS: the Large Value Transfer System operated by Payments Canada;

Related Account(s): the Related Client's designated account(s) which BMO is to debit in accordance with Wire Payment Instructions;

Related Client: affiliates of the Client (including the Client's wholly-owned subsidiaries);

Wire Payment(s): the domestic and international transfer of funds from Debit Account(s) or Related Account(s) to the recipient's account designated in the Wire Payment Instructions as beneficiary. Wire Payments may be executed for the Client or a Related Client; and

Wire Payment Instructions: the Client's instructions to BMO for Wire Payments and any related instructions such as cancellations, amendments and administrative messages.

2. Wire Payment Service

The Client may (i) use Online Banking for Business to initiate, approve and release Wire Payment Instructions or (ii) transmit Wire Payment Instructions in a manner otherwise acceptable to BMO.

The services and features described in this Section 2 together with any ancillary services and features offered from time to time by BMO is the "**Wire Payment Service**".

3. Debit Accounts and Authorization

- 3.1. The Client will ensure that sufficient funds or funding arrangements are available at all times in the Debit Account. If funds are not available by the cut-off times established by BMO from time to time, BMO will be under no obligation to execute any Wire Payment Instruction.
- 3.2. The Client will repay to BMO any funds it or a Related Client is advanced in order to execute Wire Payment Instructions.



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- 3.3. The Client represents, warrants and covenants to BMO that any individual signing or submitting a BMO Maintained Template requests or other Wire Payment Instruction are duly authorized signatories for the Debit Account(s) and Related Account(s) and BMO may rely on such requests and instructions as sufficient authority to debit the designated Debit Account(s), Related Account(s) or other account indicated by the Client in writing. BMO has no obligation to verify the identity or authority of such authorized signatories or individuals purporting to be such authorized signatories.

4. Verification and Limitation of Liability

- 4.1. BMO may execute Wire Payment Instructions in the form received without confirming or verifying the completeness or accuracy of such instructions or the authority or identity of any person transmitting such instructions. The Client accepts sole responsibility for the accuracy, completeness, and authorization of all Wire Payment Instructions. Any action BMO takes on Wire Payment Instructions shall have the same legal effect and will bind the Client as fully and effectually as if (and whether or not) such instructions have been given in writing and signed by the Client's duly authorized signatory(s).
- 4.2. BMO will have no responsibility or liability for any Claim arising out of the unauthorized use of the Wire Payment Service by any person and/or for any reason.
- 4.3. If an error is contained in any Wire Payment Instructions or a fraud occurs, recovery of funds is not guaranteed. BMO will reasonably cooperate with the Client to obtain the return of such funds, however, the Client acknowledges that such recovery may require the approval of the beneficiary and other relevant financial institutions. To reduce the risk and consequences of error and fraud, BMO recommends that the Client: (i) set a prudent daily limit on the amounts which may be transferred from the Debit Account(s) and (ii) require more than one authorized approver for Wire Payments.

5. Conditions for Wire Payments

- 5.1. Executed Wire Payment Instructions are irrevocable. Notwithstanding the forgoing, if the Client requests the recall of a Wire Payment Instruction, BMO will endeavour to fulfill such request, however, BMO cannot and does not guarantee a return of funds. If BMO is able to obtain a return of funds, BMO will credit the Client's applicable account less any charges and/or fees (including any correspondent charges and fees) and at BMO's quoted rate of exchange (where the Client has requested foreign currency exchange) on the date such funds are returned to BMO.
- 5.2. BMO may amend BMO Maintained Templates as needed and without prior notice to the Client. For non-exhaustive illustration, amendments may include changes to interbank address codes, in order to comply with payment network requirements or in connection with correspondent banking arrangements.
- 5.3. BMO may delay a Wire Payment due to issues or other restrictions affecting an applicable clearing system.
- 5.4. BMO and other financial institutions involved in processing Wire Payments (i) may rely solely on any account or identification number(s) or codes provided, (ii) will not confirm whether these numbers or codes correspond with the beneficiary's name or financial institution as provided in the Wire Payment Instructions and (iii) are not obliged in any other way to verify the information contained in any Wire Payment Instructions.
- 5.5. Wire Payments are subject to cut-off times, time zone differences and the local laws and regulations of the destination country and Canada. BMO may, from time to time, change cut-off times without prior notice to the Client.



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- 5.6. Wire Payment Instructions that appear to or contravene any law or regulation, including, without limitation, those related to terrorist financing or money laundering may not be executed by BMO.

6. Fees and Disclosure

- 6.1. The Client will pay BMO's charges and fees and reimburse BMO for any amounts charged or deducted by other financial institutions (including, but not limited to, withholding and other taxes, foreign exchange fees, interest and penalties). The Client agrees that if BMO uses the services of other banks for the purpose of giving effect to any request or order for the transfer of funds in foreign currency, then BMO does so for the Client's account and at the Client's risk.
- 6.2. Other financial institutions may charge or deduct a fee for processing Wire Payments (including fees for refund requests and corrections). The Client acknowledges that BMO may from time to time receive remuneration from these other financial institutions such as, for example, a share of any revenue generated by foreign exchange conversions completed in connection with the Wire Payment Service and execution of Wire Payment Instructions.

7. Indemnification

- 7.1. In addition to the indemnification provided for in the Master Agreement and any other agreement(s) between BMO and the Client, the Client will indemnify and save BMO and its Representatives harmless from and against all Claims, directly or indirectly incurred by or taken against BMO and/or its Representatives, which directly or indirectly result from any Wire Payment, and including, without limitation, due to:
 - (a) unauthorized use of the Wire Payment Service;
 - (b) systems failure, malfunction or delay;
 - (c) failure to provide the Wire Payment Service for any reason outside BMO's control, or
 - (d) any incorrect or improper payment to any person arising out of the processing of any Wire Payment Instructions,

except to the extent such Claims are caused by BMO's negligence or wilful misconduct.

8. BMO Global Pay Service

- 8.1. This section details additional terms and conditions applicable to a specific type of Wire Payment service known as BMO Global Pay service ("GPS"). GPS leverages the MCI network.
- 8.2. GPS is made available to the Client in part pursuant to an agreement between BMO and MCI. MCI will be a third-party beneficiary to this Schedule and the Master Agreement (insofar as it applies to GPS), entitled to the benefits and protections of their applicable terms and conditions.
- 8.3. The countries for which GPS is available may be changed by BMO from time to time without notice. Contact your BMO representative for a list of available countries.
- 8.4. BMO reserves the right, at any time in its sole discretion, to impose limits on the amount(s) and/or number of transfers the Client may initiate via GPS, either per transaction or over a certain period of time. If the Client attempts to initiate transfer(s) in excess of the Client's limit, such transfer(s) may be rejected. If BMO permits the Client to initiate transfer(s) in excess of the Client's limit, such transfer(s) shall be subject to this Schedule, and BMO is not obligated to accept similar transfer instructions at other times.



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8.5. The following additional definition are applicable to GPS:

"Client Parties" means any one or more of the following: the Client, each individual or entity which own some or all of the Client, employees of the Client, and any individual or entity who will be receiving the funds sent from the Client through GPS.

"Data Use" means any one or more of the following: (i) ensuring compliance with anti-money laundering legislation, (ii) the provision of anti-fraud services for the benefit of BMO, MCI or any other party, (iii) the processing and/or resolving of refunds or disputes, (iv) analyzing or improving MCI services to BMO, including for security and risk management purposes, (v) preparing and furnishing analyses and other internal reports of aggregated, anonymized information, (vi) the purpose of complying with applicable legal requirements, including, as may be required or requested by any judicial process or Governmental Authority having or claiming jurisdiction over any one or more of the following: BMO and MCI and (vii) for other purposes for which consent has been provided by a Client Party to whom the Information relates.

"Information" means any information (including but not limited to personal information) pertaining to any one or more of the Client Parties.

"Governmental Authority" means any government, any state or any political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, whether federal, state, provincial, local or territorial.

"MCI" means collectively and individually Mastercard Incorporated International and its subsidiaries and affiliates.

- 8.6. BMO may use the services of BMO's subsidiaries and affiliates and Providers (including MCI) in order to facilitate GPS. The Client, for and on behalf of each Client Party, authorizes each of the following: (i) BMO to disclose to such Providers (subject to appropriate confidentiality arrangements) any and all Information for any one or more of the following reasons: Data Use, as necessary to provide and improve GPS, in order to reduce fraud, in order to advise Providers that the Client is no longer permitted to use GPS, and in order for the Providers to comply with Applicable Law. Such shared information may include the results of any searches conducted from time to time on any Client Party including but not limited to those searches run to comply with anti-money laundering regulatory or MCI requirements; and (ii) each of BMO and MCI to use such Information for Data Use purposes.
- 8.7. MCI shall have the right to use any and all information transmitted by or in connection with GPS for any one or more of the following reasons: (i) the provision of anti-fraud services for the benefit of you, BMO, and/or other parties, (ii) the processing and/or resolving of refunds or disputes, (iii) analyzing or improving its services to BMO, including for security and risk management purposes, (iv) preparing and furnishing analyses and other internal reports of aggregated, anonymized information, and (v) complying with applicable legal requirements, including, as may be required or requested by any judicial process or governmental authority having or claiming jurisdiction over MCI or BMO.
- 8.8. BMO may suspend the availability of GPS at any time without notice to the Client.
- 8.9. In the event that a GPS transaction is rejected or refused by MCI or the receiving institution, BMO will notify the Client in a timely manner and, subject to Applicable Law, return the funds to the Client.

