We're here to help.

Zero Balancing Service Schedule For Single Entities

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. Zero Balancing Service

1.1. 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 "**Account(s)**") credit or debit balances as specified in the User Documentation, regardless of whether the affected Account has a credit balance or the transfer creates an overdraft (the "**Transfer(s)**"). Such Transfers do not require any further authorization.

2. Credit Limits & Overdrafts

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

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

3. Indemnification

3.1. 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 acting in accordance with this Agreement, except if caused solely by BMO's gross negligence or wilful misconduct.

4. Representations & Warranties

4.1. The Client represents and warrants to BMO that:

(a) The Client will only deposit to the 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 Accounts.