

This Service Description is part of the Treasury Services Master Agreement (or Global Treasury Management Services Master Agreement, as applicable) (the “*Master Agreement*”) currently in effect between you and BMO Bank N.A. (“*Bank*”). This Service Description is part of the Master Agreement, and is subject to all of the terms and conditions contained in the Master Agreement. Any references herein to the Master Agreement shall be deemed to include the terms of this Service Description, including any User Guide and set-up form. Any capitalized terms not defined herein shall have the same meaning as set forth in the Master Agreement.

## 1. Services.

In addition to other means of accessing our services, we offer you the ability to access a variety of our services and other features via the Internet through the BMO Online Banking for Business service (the “*Service*”) on our Online Banking for Business Website.

The services and other features currently available through the Service are summarized below and are described in more detail in the Online Banking for Business User Guide which is separately furnished. The Service provides direct access to these services via the Internet. Other services not described herein may also be made available through the Service. In order to utilize the Service for any of those services, you must also sign up for the applicable service and complete the applicable Service Documentation and setup process and we must agree to provide that service to you. Your use of any such service through the Service is also subject to the terms and conditions of the Service Documentation for that service.

- (1) **Balance and Information Reporting Services.** You may use the Service to access, view, and receive information about your Account(s) and other accounts maintained with us and linked to your Service profile (“*Linked Accounts*”), including balances and transactions, and other information relating to relationships with us (including, but not limited to, information on any loans, transactions, or other services) as we may provide or make available to you (collectively, the “*Information Reporting Services*”). Information available and provided through the Information Reporting Services changes frequently and is subject to updating verification and correction by us from time to time and at any time throughout the day. Information may change between when we last sent the information to you or electronically posted it and when you receive or access the information and, therefore, you are solely responsible for any actions taken in reliance on information presented through the Information Reporting Services, including any actions that may result in an overdraft or incorrect payment you make.
- (2) **Account Transfer Services.** You may use the Service to transfer funds between Linked Accounts (an “*Account Transfer*”). Each Account Transfer shall be deemed to be an Order and our liability for processing such Order shall be subject to the limitations on liability as set forth herein. You must communicate instructions to initiate an Account Transfer through the Service by using the Security Procedures we assign. Account Transfers shall be subject to the cut-off times we establish and any of our information or formatting requirements. We may reject any Account Transfer for any reason in our sole good faith discretion (including, but not limited to, an overdraft in the applicable account). You agree to be liable for any Account Transfers communicated to us and executed by us in good faith and in compliance with the Security Procedures, whether or not they are authorized. You shall have no right to cancel an Account Transfer once you submit it to us for processing.
- (3) **Stop Payment Services.** You may use the Service to transmit an order for us to stop payment on a check issued (each a “*Stop Order*”) on a Linked Account, and we agree to provide such services relating to such Stop Orders subject to the terms herein and in the Account Agreement. We are authorized to rely on Stop Orders received through the Service and you agree that a Stop Order placed under this Service constitutes a writing pursuant to Section 4-403 of the UCC. We will endeavor to process Stop Orders on the same Business Day if received prior to our current cut-off time, provided that we shall have no liability if such Stop Order is not processed on the same Business Day. To place a Stop Order, you must provide all information we require (the “*Required Information*”) and the Required Information must precisely identify a check issued on a Linked Account or the Stop Order shall be void and not processed. We also require you to provide a reason for the Stop Order and your phone number, as well as the duration to maintain the Stop Order.

This service is available only for checks drawn on a Linked Account and will not apply to cashier's checks, certified checks, drafts, or other similar cash equivalent items. No Stop Order, or release of a Stop Order, placed hereunder will be effective until you receive verification thereof from us; such verification may be provided through the Service. We will not be obligated to honor any Stop Order, and such Stop Order will be void if the item to which it relates has been paid or we have become otherwise obligated to pay such item. UNLESS OTHERWISE SET FORTH ON THE REQUEST FOR A STOP ORDER, EACH STOP ORDER PLACED HEREUNDER WILL AUTOMATICALLY EXPIRE AS PROVIDED IN THE APPLICABLE ACCOUNT AGREEMENT UNLESS YOU RENEW IT. WE HAVE NO OBLIGATION TO COMPLY WITH ANY EXPIRED STOP ORDER AND SHALL HAVE NO LIABILITY FOR PAYMENT OF A CHECK ON WHICH THE STOP ORDER HAS EXPIRED. NO NOTICE WILL BE PROVIDED TO YOU THAT A STOP ORDER IS EXPIRING.

- (4) Alerts Services. You may elect to receive informational alerts for selected services ("Alerts") delivered via the Service to the email address you designate. The types of Alerts are described in the Service Documentation for a specific service to which the Alert applies. You are solely responsible for the selection, security, accuracy, and accessibility of the email addresses provided for the Alerts. Alerts are provided for your convenience and are based on Linked Account information, which may be updated throughout the day. We shall not be liable for any failure or delay or inaccuracy in any Alerts. You are solely responsible for your use and reliance on such Alerts. You are not permitted to reply to any Alerts by means of the email address from which such Alerts are delivered or otherwise. You acknowledge and agree that Alerts are sent without encryption, or any security codes and we shall not be responsible or have any liability for unauthorized access to an Alert or the information therein. You acknowledge and agree that Alerts are provided as a courtesy and do not have any effect on the validity of transactions initiated using any other service or information provided to you as part of a service or in connection with a Linked Account, including periodic statements or information provided by other means and your obligations to monitor activity on Linked Accounts is not modified by our providing, or failure to provide, Alerts. You further acknowledge and agree that you are responsible for accessing each service as applicable to administer your transactions and information, notwithstanding whether an Alert is provided, and Alerts do not relieve you of your responsibilities under the terms of any service.
- (5) File Transfer Facility Service. The File Transfer Facility ("FTP") service permits us to exchange files and reports with you through the Service related to certain services in which you are enrolled. You are responsible for monitoring any files transmitted using the FTF service to ensure that such files were successfully transmitted and not rejected, and for re-transmitting any rejected files.
- (6) Virtual Account Management. The Virtual Account Management ("VAM") service allows you to create one or more virtual sub-accounts for your Linked Accounts in a customizable structure that enables you to segregate activity in Linked Accounts based on the nature and needs of your business while retaining an aggregated view of the entire activity and balance in the Linked Account. The VAM service may not be used to manage funds and conduct business of multiple legal entities within a single Linked Account and may not be used to manage your own funds and funds you hold on behalf of others (for example as an agent, nominee, guardian, executor, or custodian) within a single Linked Account.
- (7) Corporate Card Hub. The Corporate Card Hub ("CCHUB") is a digital platform available through the Service that enables your authorized program administrators and/or cardholders to manage your 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 Service Description and any applicable user access controls, security protocols, applicable fees (if any), and operational guidelines established by us. We reserve the right to modify the functionalities available to you. 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.
- (8) Personal Accounts. With the prior written consent of the account owner in a form provided by or otherwise acceptable to us, we may offer you the ability to access certain services and other features through the Service for personal accounts. The only services and other features currently available through the Service for personal accounts are Information Reporting Services, internal transfers between the personal accounts and other Linked Accounts, and Stop Orders.

## **2. User Identification.**

In the Service Documentation for the Service, you will specify your primary representative(s) for the Service ("Primary Corporate Administrator(s)"). We will assign to you a Customer ID and Customer Password at the entity level and will assign to each Primary Corporate Administrator a User ID and User Password. IDs and passwords may be reset or changed from time to time, and we may require that they be changed from time to time. Your Primary Corporate Administrator(s) may authorize additional administrators with the same or other powers (together with the Primary Corporate Administrators, the "Corporate Administrators") and assign them their own User IDs and User Passwords. You represent to us that each Corporate Administrator has full authority on your behalf to:

- designate himself/herself and other individuals who will have authority to access the Service ("Authorized Users"), establish their permission rights, and otherwise act on your behalf in connection with the Service;
- assign User IDs and User Passwords to Authorized Users for access to the Service; and
- accept on your behalf all Service Documentation and other documents and correspondence relating to the Service.

The Corporate Administrators are responsible for assigning User IDs and User Passwords to Authorized Users. We have no control over the establishment of Corporate Administrators (other than Primary Corporate Administrators), Authorized Users, or their Identification Data. You will notify us immediately if a Primary Corporate Administrator ceases to be associated with your organization or is no longer authorized to access the Service on your behalf, or if for any other reason you would like to modify or remove a Primary Corporate Administrator's access to the Service. Any such notice must specifically mention the individual's status as a Primary Corporate Administrator with respect to the Service.

If you have Subsidiaries or affiliates with separate accounts, we may, in our discretion, treat each such entity as a separate entity for all security and set-up procedures, including the assignment of a separate Customer ID and Customer Password, or may allow, upon your request, use of common Customer ID and Customer Password. We may also allow common User IDs and User Passwords and common Security Devices (as defined below) for all entities for which a particular Authorized User is authorized to act. We recommend against the use of common User IDs and User Passwords.

You understand that, except as otherwise provided in the Service Documentation for a service, the use of Identification Data and, where applicable, a Security Device is the "Security Procedure" for accessing a service through the Service, and we are authorized to act and rely upon all Orders submitted to us using the Identification Data and Security Device (if applicable).

## **3. Security Devices.**

You may elect, at your option, to require your Corporate Administrators and Authorized Users to use of a security token, digital certificate, encryption key, or similar device (a "Security Device") to access the Service. You may be subject to additional fees and charges for selecting this option. If you do not elect to require the use of Security Devices to access the Service, you agree that you will be treated as having assumed any associated risk. Use of a Security Device is required in connection with approvals of transactions in our ACH and Wire Transfer Services and our FX trading services and may be required in connection with other services as specified in the Service Documentation.

Each Security Device requires a Security Device identification number ("Device Password") in addition to other required Identification Data before accessing a service. You are responsible for the proper use and care of the Security Device. Each Security Device at all times remains our exclusive property. The Security Devices are licensed for use only in the country of original installation and such other jurisdictions where such use is authorized under applicable law or license provisions. You may not export, directly or indirectly the Security Devices or any technology inherent in the Security Devices.

## **4. Your Responsibilities.**

In addition to your responsibilities under Section 7 of the Master Agreement, you agree to institute and maintain and enforce procedures and policies to ensure that the Service and other access services are only used by Authorized Users for authorized activities and transactions on your behalf. These procedures must include, among other measures, internal controls and procedures to ensure that terminals used to access the Service are attended only by Authorized Users while accessing the Service and that sessions are fully terminated when authorized use

is completed. You must also ensure that Authorized Users use Identification Data only as authorized and only for the specific modules or services for which the Authorized User has authority. We are not responsible if any Authorized User exceeds the limits of the Authorized User's authority. Notwithstanding our efforts to make the Service secure, you understand that the Internet is inherently insecure and that all data communications and transfers occur openly on the Internet and can be monitored, intercepted, rerouted, copied and read by others. To reduce the likelihood of such third-party access, you agree to transmit and receive data and messages through the Service using only software including, but not limited to, browser software, or other access devices that support the Secure Socket Layer 128 bit encryption protocol or other protocols required by or acceptable to us and to follow the other Security Procedures that support such protocols.

## **5. Equipment.**

You are responsible for having and maintaining at your expense proper functioning hardware, software and communication devices, Internet access and services necessary for use with the Service and other services and access methods as explained in the User Guides. We are not responsible if any of the foregoing fails to function properly. You must also ensure that your systems comply with applicable Law.

## **6. Websites.**

The Online Banking for Business website and other websites ("Websites") may have a situs in the United States or Canada, and may be owned, hosted or controlled by us, our affiliates or a third party selected by us and which Website may also be used for other Internet services offered by us or any of our affiliates. We make no representation or warranty that the Service or any other service access method is available or appropriate for use in countries other than the United States and Canada. You are responsible for compliance with all laws (including foreign and domestic laws and regulations requiring governmental consent) applicable to where you conduct business.

## **7. Unavailability of Access.**

If the Service or any other communication system or Website becomes disabled or is otherwise unavailable for your use for any period of time, you must promptly notify us of the situation. We will cooperate to restore access as promptly as possible. However, if a timely remedy is not available, you and we will cooperate to seek an alternative method to initiate Orders and carry out other services. In any event, we will have no liability to you based on the unavailability of the Service or any other communications system or Website or our failure to remedy the problem in a timely manner.

## **8. Intellectual Property.**

All pages, screens, text, and other materials, or other works of authorship and material appearing on or utilized in connection with our Websites, the names, trademarks, logos, slogans and services mark used, displayed and found on the Websites, the Security Devices and all other intellectual property relating to the Websites (collectively, "*Intellectual Property*") are owned by and proprietary to us or our affiliates or licensors, except as otherwise indicated on the Websites. Except as expressly permitted under the Service Documentation, no Intellectual Property may be copied, modified, reproduced, used in any way or publicly displayed, or distributed in any medium of expression without our prior written permission. All additions, inurements, and improvements to the Intellectual Property, regardless of whether created by you or us, if any, shall automatically become our exclusive property (or our licensor's) without further action of the parties. You agree that you will only use the Intellectual Property to conduct services on the Websites and for no other purpose.

## **9. Third Party Information and Linked Websites.**

Financial market data, quotes, news, research and other information developed by third parties and transmitted by us will be available on the Websites (or sites linked to the Websites) ("Third Party Information"). The posting of Third-Party Information or other information or data on the Websites (or sites linked to the Websites) will not be a recommendation by us that a particular service or transaction is suitable or appropriate for you. Although we strive to ensure that information, we obtain from third parties is reliable, we do not guarantee the accuracy, completeness or timeliness of such Third-Party Information, nor are we in any way responsible for any decision you make or action you take in reliance on such information.

## **10. 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.

The legal terms and the BioConnect license agreement can be found at: <https://www21.bmo.com/uiauth/CommonWeb/content/bio/Legal%20Terms%20for%20Biometric%20ID.PDF>.

## **11. API Service.**

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

If you select the API Service, you will specify one or more Primary Corporate Administrators who will be your primary representative(s) for the API Service ("API Administrators"). API Administrators may authorize additional Primary Corporate Administrators to use the service, and each authorized Primary Corporate Administrator will in turn have the ability to authorize other Primary Corporate Administrators to use the service ("API Users"). Each API Administrator and each API User will have full authority to connect your software applications and download information via the API Service to such applications 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 us from time to time and at any time throughout the day. Information may change between when we last sent the information to you or electronically posted it and when you receive or access the information and, therefore, you are 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 you make.

Any third-party applications that are linked via the API Service are selected by you and the providers of such applications are your vendors. We have no control over such vendors or applications or when and how any information is used or further disclosed after it is transmitted from our systems. **YOU ACKNOWLEDGE THAT ELECTRONIC ACCESS TO SYSTEMS THROUGH THE INTERNET OR OTHER NETWORKS, WHETHER PUBLIC OR PRIVATE, MAY NOT BE SECURE. WE MAKE NO WARRANTY WHATSOEVER TO YOU, 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. WE DISCLAIM ALL LIABILITY FOR ANY USE OR DISCLOSURE OF ANY SUCH INFORMATION THAT DOES NOT RESULT FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

## **12. Miscellaneous.**

You must ensure that the software (excluding software provided by us), listed websites and related materials you use in accessing our Internet Services are free of defects, bugs and virus, software problems and other items of a destructive nature; we are not responsible for any of these problems you may encounter. Your use of the Service is also subject to the terms and conditions of the Website as posted on the Website. Certain services may require that you agree to a reasonable license or sublicense with us or a third party. We will provide you a copy of such license or sublicense in advance. Any telephone conversations relating to the Service may be recorded at our option to assure accuracy.

THIS SERVICE DESCRIPTION HAS BEEN EXECUTED AS PROVIDED IN THE SCHEDULE OF SERVICES FORMING A PART OF THE MASTER AGREEMENT.