



Application for Standby Letter of Credit / Demand Guarantee

An instrument can only be issued once all required conditions are met including a completed and executed application matching the instrument text, instrument text agreeable to both the Borrower and BMO, and the necessary credit facilities in place. Mandatory fields marked with '*'. If you place your mouse over a field, you will see additional helpful details pop-up.

Section 1: Primary Information

Selected BMO Issuing Entity must be specifically allowed for in your credit facility

Section 2: Borrower (Applicant), Beneficiary Details & Delivery Instructions

<p>Borrower/Obligor Under Your Credit Facility</p> <p>Name*</p> <p>Address*</p> <p>Applicant To Be Listed on Instrument (select one)</p> <p>Alternate name and address of entity to be shown as Applicant</p>	<p>Beneficiary To Be Listed on Instrument</p> <p>Name*</p> <p>Address*</p>
---	--

Section 3: Instrument Details

<p>Currency*</p> <p>Amount*</p>	<p>Enter currency if not listed</p>	<p>Purpose Of Instrument*</p>
---------------------------------	-------------------------------------	-------------------------------

Standard indemnity agreement enclosed below (**default**)
 Other (**prior approval required** from relationship manager)

Other Special Instructions (e.g. Foreign Issuance Bank requirements, special requests, additional info not captured in rest of form, etc.)

Section 4: Expiry & Renewal Details

Expiry Date (local)	Specific Date One year from issuance date	Auto-Renew
------------------------	--	------------

Section 5: Communication Preferences

Applicable To This Instrument

Borrower contact (who should BMO contact about this request)

Have others in your organization receive invoices and notices by secure email.

Send invoices and notices to others in your organization. Will apply to all instruments under the Borrower's profile.

Please confirm your affirmation of the below statements by selecting the respective check-box. The form will be incomplete otherwise.

Borrower Name*

Name
Title

Authorized Signatory

Name
Title

Authorized Signatory

Standby Letters of Credit / Demand Guarantees Indemnity Agreement

In consideration of the issuance by Bank of Montreal and/or BMO Bank N.A., as applicable, ("BMO"), in its sole discretion, of a standby letter of credit / demand guarantee / counter guarantee or other instrument ("**Instrument**") at the Borrower's request, in an aggregate principal amount not exceeding that authorized pursuant to any credit facility made available by BMO for such purpose, and the covenants contained herein, the Borrower (the "**Borrower**") agrees as follows:

APPLICATION OF AGREEMENT

1. **Binding Effect.** The obligations of the Borrower under this Agreement shall be absolute, irrevocable and unconditional and shall not be reduced or affected by any event, occurrence or circumstances whatsoever, including, without limitation: (i) the existence of any claim, setoff, defense or other right which the Borrower may have at any time against a beneficiary named in the Instrument or any transferee of the Instrument (or any person for whom any the transferee may be acting), or against BMO or any other person, (ii) the surrender or impairment of any security for the performance or observance of any of the terms of this Agreement or the Instrument, (iii) any extension of the expiry date of the Instrument or any increase in the amount thereof, or alteration of any of the terms and conditions at the Borrower's request or with the Borrower's consent or (iv) any change in the composition of the Borrower, the parties to or the parties contemplated in this Agreement, including, without limitation, any change arising from the accession of one or more new partners, or from the death, disability, impairment, retirement, termination, withdrawal or secession of any partner or partners, or merger or amalgamation of one or more corporations. In the event of any of the foregoing circumstances, all the terms of this Agreement shall remain in full force and effect, without release of any party hereto, and this Agreement shall continue to apply to any and all amounts that BMO may ultimately be required to pay under the Instrument by reason of having issued same.

2. **Definitions.** As used in this Agreement, the following terms have the meanings specified below:

"**Borrower**" has the meaning set forth in the preamble hereto.

"**BMO**" has the meaning set forth in the preamble hereto.

"**Bank Related Parties**" means BMO and its affiliates and the respective partners, directors, officers, employees, Suppliers, agents, advisors and other representatives of BMO and its affiliates.

"**Change in Law**" has the meaning set forth in **Section 6**.

"**Communication**" has the meaning set forth in **Section 22**.

"**Damages**" has the meaning set forth in **Section 3(c)**.

"**Documents**" means, in relation to an Instrument, any and all bills, documents of title, bills of lading, warehouse receipts, transportation documents, insurance policies, certificates, notices, and other documents relating to such Instrument or the Goods or services of relevance thereto.

"**Goods**" means all goods, products and other property to which Documents relate.

"**ICC Rules**" has the meaning set forth in **Section 8**.

"**Instrument**" has the meaning set forth in the preamble hereto.

"**Other Currency**" has the meaning set forth in **Section 17**.

"**Personal Information**" has the meaning set forth in **Section 27**.

"**Procedures**" has the meaning set forth in **Section 22**.

"**Representatives**" has the meaning set forth in **Section 22**.

"**Set-off Obligations**" has the meaning set forth in **Section 21**.

"**Specified Party**" has the meaning set forth in **Section 3(g)**.

"**Suppliers**" means any suppliers, licensors, service providers, including BMO's affiliates, service organizations, correspondent banks, agents or vendors of BMO or its affiliates.

INDEMNITY AND PROCESSING TERMS

3. **Payments, Reimbursements and Indemnity.**

- a. **Reimbursements Generally.** The Borrower agrees to pay BMO in immediately available and freely transferable funds the amount of each draft or other request for payment received under the Instrument. Each such payment shall be made at the maturity of each respective draft or other request for payment received or, if so demanded by BMO, on demand in advance of any such drawing or request or its maturity.
- b. **Certain Payments and Reimbursements.** The Borrower agrees to pay to BMO in immediately available and freely transferable funds, immediately on demand by BMO, the full amount of BMO's contingent liability, as determined by BMO and notified to the Borrower: (i) in respect of an Instrument outstanding at the time any credit facility pursuant to which such Instrument was issued is terminated; (ii) in respect of an Instrument which has become the subject matter of any legal proceeding, order or judgment, injunction or other such determination, whether interim, temporary or permanent, which might have the effect of restricting payment by BMO under such Instrument or extending BMO's liability under the Instrument beyond the expiration date of such Instrument; (iii) in respect of an Instrument with an indefinite, unlimited or non-existent expiry date; and (iv) in respect of an Instrument which is

or becomes affected by, or BMO's obligations pursuant to the Instrument are or become affected by, any foreign law, rule, sanction, regulation or policy, including, without limitation, the non-applicability of the ICC Rules.

- c. **Indemnity.** The Borrower hereby agrees to indemnify and hold the Bank Related Parties harmless from and against all claims, proceedings, actions, charges, complaints, costs (including legal fees on a substantial indemnity basis and disbursements), damages, demands, expenses, interest, liabilities, losses and other consequences which any Bank Related Party may, directly or indirectly, incur, sustain or suffer (collectively, "**Damages**"), except to the extent caused solely by its own gross negligence or wilful misconduct, as a direct or indirect result of issuing the Instrument or enforcing or protecting the provisions hereof, including, without limitation: (i) charges by other banks or financial institutions, legal expenses and other professional expenses reasonably incurred by any Bank Related Party and whether incurred in defending any action brought against any Bank Related Party to compel payment under the Instrument or to restrain any Bank Related Party from making payment thereunder, or in any proceedings brought by any Bank Related Party with respect to the Instrument, or against the Borrower, any guarantor of the Borrower's liabilities to any Bank Related Party hereunder, or with respect to the Borrower's or any guarantor's property charged or pledged to any Bank Related Party for the purpose of protecting, taking possession thereof, holding or realizing thereon, or otherwise in connection herewith, (ii) Damages related to the effect of an indefinite, unlimited or non-existent expiry date in the Instrument; (iii) Damages claimed by a beneficiary due to a requirement in the Instrument to pay a drawing before standard processing times; (iv) Damages related to the effect of any foreign laws, (including the laws of any Province or State, as applicable, other than the governing law of this Agreement) rules, sanctions, regulations or policies on the Instrument or on any Bank Related Party's obligations pursuant to the Instrument, including, without limitation, the non-applicability of the ICC Rules and (v) Damages related to (A) any unauthorized use of any service, (B) BMO acting, delaying in acting or declining to act on any instruction or Communication, (C) any systems failure, malfunction or delay, (D) any failure to provide any service or to act on any instruction or Communication for any reason outside BMO's control, including, without limitation, the acts or omissions of, or the insolvency or bankruptcy of, other financial institutions, or (E) the failure of the Borrower to comply with Procedures.

The Borrower hereby further agrees to indemnify and hold Bank Related Parties harmless from and against all Damages arising out of transmissions, including delay or loss in transit of any message(s), letter(s) or Document(s), or for delay, mutilation or from insufficient or incorrect particulars being transmitted, or other error(s) arising in the transmission or delivery of any electronic communication or any telecommunication, including transmission by Internet, cable, electronic mail, wireless or otherwise, and any Communication, whether made by a Bank Related Party or received by a Bank Related Party by way of a drawing on the Instrument or otherwise.

The Borrower agrees to pay the amounts described in this **Subsection (c)** to the applicable Bank Related Party in immediately available and freely transferable funds immediately on demand by such Bank Related Party. In no event will any Bank Related Party be responsible for indirect, consequential or special damages.

- d. **No Set-Off or Counterclaim; Taxes.** All payments under this Agreement shall be made to BMO without withholding, deduction or set-off and free and clear of the effects of any required withholding or similar tax. The Borrower acknowledges that BMO's obligations to pay or fulfil any obligation under the Instrument are not subject to claims or defences by the Borrower resulting from its relationship with other parties or otherwise.
- e. **Applicable Currency.** All payments made under this Agreement shall be made in Canadian dollars (in respect of an Instrument denominated in Canadian dollars) or in United States dollars (in respect of an Instrument denominated in United States dollars) or the Canadian or United States dollar, as determined by BMO, equivalent of any foreign currency (with respect to an Instrument denominated in such foreign currency) at BMO's prevailing selling rate for the applicable foreign currency, as determined by BMO and notified to the Borrower, or at the rate specified in the Instrument. In the event of any payment in any foreign currency, the Borrower shall remain liable to BMO for any deficiency which may result if the actual cost to BMO of settlement of the amount owing under the Instrument proves to be in excess of the amount so paid by the Borrower, and the Borrower shall be entitled to a refund, without interest, of any excess payment made by the Borrower.
- f. **Overdue Amounts.** Any amounts not paid when due hereunder shall bear interest at such lawful rates as BMO may in its discretion determine, payable on demand.
- g. **Specified Parties.** If the Borrower requests BMO to issue the Instrument in support of, on behalf of, for the benefit of, or in the name of a third party (the "**Specified Party**") and BMO agrees, in its sole discretion, to do so, the Borrower confirms that: (i) it is authorized to act and deliver instructions on behalf of the Specified Party for all matters relating to the Instrument, including without limitation, all matters relating to the application, processing, renewal and amendment of the Instrument or waiver of any discrepancies; (ii) BMO is entitled to deal solely with the Borrower for all such matters; and (iii) the Borrower will be fully responsible for and liable to BMO for all actions and omissions in relation to the Instrument, and such liability will not be affected by any dispute between the Borrower and the Specified Party. The Borrower further agrees that BMO has no obligation to inquire into or verify the authority of the Borrower to act and deliver instructions on behalf of the Specified Party or to report to the Specified Party on the Borrower's actions or any other matters relating to the Instrument. For greater certainty, the Borrower will be fully responsible and liable to BMO for all of its reimbursement and indemnity obligations hereunder, notwithstanding that the Borrower has requested the Instrument to be issued in support of, on behalf of, for the benefit of or in the name of the Specified Party.

4. Limitations of Liability; Honor of Payments; Exclusions.

- a. **Documents Generally.** None of the Bank Related Parties or their respective correspondents or agents assumes any liability or responsibility for the form, sufficiency, accuracy, genuineness, falsification or legal effect of any Document(s), or for the general or particular conditions stipulated in the Document(s) or superimposed thereon; nor do they assume any liability or responsibility for the description, quantity, weight, quality, condition, packing, delivery, value or existence of the Goods or services represented by any Document(s), or for the good faith or acts or omissions, solvency, performance or standing of the beneficiary, or any other person whomsoever; nor shall any Bank Related Party assume any liability or responsibility for any error, neglect or default of any Bank Related Party's correspondents and the Borrower hereby assumes and undertakes all such risk, including acts of the users of the Instrument, and the Borrower further agrees that a Bank Related Party may hold the delivery of the Documents conforming to the

Instrument as sufficient evidence of the good faith of the beneficiary and of the Goods or services described therein, without assuming any responsibility in regard to the shipment or services.

- b. **Honor of Payments.** BMO shall be entitled to honor any request for payment under the Instrument that substantially complies on its face with the terms and conditions of the Instrument, even if the Instrument by its terms requires strict compliance. In no event shall any Bank Related Party have any liability to the Borrower or to anyone else for recognizing or honoring any forged or fraudulent Document or otherwise for any action of any beneficiary or any shipper or other carrier of property related to the Instrument or for any failure of any documentation to accurately reflect any circumstance related to the Instrument or the property that is the subject of the Instrument, notwithstanding any notice from the Borrower or anyone else of such forgery, fraud, action, or other circumstance.
- c. **Transmissions and Terms.** Each Bank Related Party assumes no liability or responsibility for errors in translation and/or interpretation of technical terms, and reserves the right to transmit the Instrument terms without translating them. BMO may transmit all or any portion of any message encrypted as BMO may deem most expedient, the same being forwarded solely at the request and for the account and risk of the Borrower.
- d. **Limited Nature of Bank Obligations.** The Borrower fully understands and agrees that BMO's sole obligation to the Borrower shall be limited to honoring requests for payment made under and in compliance with the terms of the Instrument, and BMO's obligations remain so limited even if BMO or another Bank Related Party may have assisted in the preparation of the wording of the Instrument or any Documents required to be presented thereunder or may otherwise be aware of the underlying transaction giving rise to the Instrument and this Agreement.

5. Account Charges; Fees. BMO and its affiliates may charge to any account of the Borrower any and all amounts payable to BMO or its affiliates by the Borrower in connection with the Instrument. Charges shall be made by BMO at the rates (i) set forth in the credit facility made available by BMO, as applicable; (ii) set out in the applicable current version of the Global Trade Finance Standard Pricing Schedule accessible at bmo.adobeconnect.com/gtspicing (Canadian version) and at <https://bmo.adobeconnect.com/USgtspicing> (United States version), which may be amended by BMO in any format from time to time with notice; or (iii) as may be agreed between BMO and the Borrower in writing from time to time; plus all correspondents' charges and out-of-pocket expenses incurred by BMO under or in connection with the Instrument.

6. Yield Protection. The Borrower shall reimburse BMO upon demand for all reduced rates of return and increased costs sustained or incurred by BMO and reasonably allocated by BMO if any change or proposed change in law or any governmental rule, sanction, regulation, policy, guideline or directive (whether or not having the force of law) or the interpretation thereof (any of the foregoing events, a "**Change in Law**") reduces the return to BMO or affects the amount of capital required to be maintained by BMO in respect of the Instrument, and all costs and expenses arising out of any reserve requirement for, or any assessment of deposit insurance premium on, the Instrument. Notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act in the United States and all requests, rules, guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof and (ii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the Canadian or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law" regardless of the date enacted, adopted, issued or implemented. BMO will promptly notify the Borrower of any event of which it has knowledge and which will entitle BMO to compensation pursuant to this Section. A certificate of BMO claiming compensation under this Section and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error.

7. Acceleration. The Borrower agrees that if (i) the Borrower suspends payment, or if any amount owing by the Borrower is unpaid when due, or if any other obligation under the Instrument, or under any other credit issued on account of the Borrower, is not fulfilled, or if any other indebtedness or liability of the Borrower is overdue and unpaid (including, without limitation, any amounts demanded in advance of any drawing, request or maturity in accordance with this Agreement); or (ii) the Borrower becomes bankrupt or insolvent, or if proceedings are taken by or against it for the appointment of a receiver, liquidator or other similar official, or if an assignment or plan of arrangement or proposal for the benefit of creditors is made, or if proceedings seeking its liquidation or winding-up, or seeking re-organization, relief from creditors or other similar proceedings are commenced, then all obligations, acceptances, indebtedness and liabilities whatsoever of the Borrower, including, without limitation, those arising under the Instrument, shall mature (or be deemed to have matured) and become due and payable at the option of BMO without notice, provided that upon the occurrence of any of the events described in clause (ii) above, such obligations, acceptances, indebtedness and liabilities shall automatically become immediately due and payable without notice.

8. ICC Rules. If the Instrument is subject to the current Uniform Customs & Practice for Documentary Credits, the current Uniform Rules for Demand Guarantees, or the current International Standby Practices, issued by the International Chamber of Commerce, as specified in the Instrument, as such rules may be amended from time to time (collectively, the "**ICC Rules**"), the Bank's rights and remedies under such ICC Rules shall be in addition to, and not limited by, those expressly provided herein. If the provisions of this Agreement conflict with the ICC Rules, the provisions of this Agreement shall prevail.

GENERAL TERMS

- 9. Assignment.** The Borrower is not entitled to assign any of its rights or obligations under this Agreement.
- 10. Waivers of Rights.** No term or provision of this Agreement is deemed waived and no breach excused, unless the waiver or consent is in writing and signed by the party claiming to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, does not constitute consent to, waiver of, or excuse for, any other different or subsequent breach.
- 11. Severability.** Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The Borrower and BMO shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provision with a valid provision the economic effect of which is as close as possible to that of the invalid, illegal or unenforceable provision.
- 12. Non-Limitation of Rights.** This Agreement shall not be construed as limiting any rights of BMO which may be set out in any other agreement (whether oral or written) between BMO and the Borrower, including, without limitation, any other agreement made in respect of the Instrument or any credit facility. The rights and powers conferred hereby are in addition to and without prejudice to any other rights which BMO may now have or hereafter acquire from the Borrower or others.
- 13. Additional Security.** The Borrower further agrees to furnish any security or any additional security which may from time to time be required by BMO.
- 14. Amendments.** This Agreement will not be amended, modified or supplemented except in writing duly executed by the duly authorized representatives of the Borrower and BMO.
- 15. Interpretation.** The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement. References in this Agreement to sections are to the sections of this Agreement. Unless otherwise specified, words importing the singular include the plural and vice versa.
- 16. Binding on Successors and Assigns.** This Agreement shall be binding upon each of the Borrower and BMO and their respective successors and permitted assigns and enure to the benefit of BMO and its successors and assigns.
- 17. Judgment Currency.** The obligation of the Borrower hereunder to make payments in a currency other than Canadian dollars (“**Other Currency**”) shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into Canadian dollars except to the extent that such tender or recovery shall result in the effective receipt by BMO of the full amount of the Other Currency so payable hereunder. Accordingly, the obligation of the Borrower shall be enforceable as an alternative or additional cause of action for the purposes of recovery in Canadian dollars of the amount (if any) by which such effective receipt shall fall short of the full amount of Other Currency so payable hereunder, and shall not be affected by any judgment being obtained for any other sums due hereunder.
- 18. Further Assurances.** The Borrower agrees to execute such further documents and to perform, or cause to be performed, such further and other acts as may be necessary or desirable to give full effect to this Agreement.
- 19. Additional Borrowers.** If this Application and Agreement is executed by two or more parties under the heading “Borrower”, the term “Borrower” shall be read to include all such parties and each Borrower agrees that it is jointly and severally and, under Quebec law, solidarily, which means both individually and together, liable and responsible for all obligations of the Borrower hereto.
- 20. Counterparts; Electronic Transmissions.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile or electronic mail and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.
- 21. Set-off.** In addition to, and not in limitation of, any rights now or hereafter granted to BMO under applicable law or any other agreement between the Borrower and BMO, upon any obligations of the Borrower to BMO under this Agreement becoming due and payable (whether by way of demand or otherwise, collectively, the “**Set-off Obligations**”), BMO may, at any time without notice to the Borrower or any other person, the right to receive any notice being expressly waived by the Borrower, set-off and compensate and apply any deposits, general or special, time or demand, provisional or final, matured or unmatured, and any other indebtedness at any time owing by BMO to or for the credit of or the account of the Borrower, against and on account of the Set-off Obligations, even if any such Set-off Obligations are contingent or unmatured.
- 22. Communication.** The Borrower agrees that information and instructions regarding the Instrument may be communicated between the Borrower and BMO by means of any telecommunication or electronic transmission method including, without limitation, electronic mail, including any attachments thereto, and by facsimile transmission (each a “**Communication**”). The Borrower agrees to monitor and supervise the Borrower’s employees, agents, representatives or other persons purporting to act on the Borrower’s behalf (“**Representatives**”) and to comply with operating procedures and requirements BMO may require in connection with any Communication, including, but not limited to, procedures regarding encryption and transmission (“**Procedures**”). BMO will inform the Borrower of such Procedures as necessary and may amend or supplement the Procedures from time to time.

The Borrower represents and warrants that each Representative is authorized to exercise all rights, powers and authorities in connection with the Instrument, including to incur liabilities and obligations and otherwise conduct and transact any business on the Borrower’s behalf.

Any Communication BMO receives which purports to be from the Borrower, including its Representatives, in the absence of BMO’s gross negligence or wilful misconduct, will be binding on the Borrower and will constitute the Borrower’s valid instruction to BMO whether or not authorized by or originated by the Borrower and whether or not accurately communicated or received, without the need for further verification by BMO.

BMO may decline or delay acting on any Communication for any reason in its sole discretion, including, without limitation, if the instructions in any Communication are incomplete, ambiguous or cannot be carried out due to insufficient funds or otherwise; if Procedures are not complied

with; if BMO doubts the authenticity of any Communication or the lawfulness of any instruction given in any Communication; or if the Communication has not been received by BMO. As such, BMO makes no representation that the Communication will be acted upon.

BMO will not be liable to the Borrower or any third parties for Damages arising directly or indirectly from: (i) the monitoring, interception, rerouting, copying or usage of any Communication by unintended parties; (ii) BMO's potential delay or inaction regarding any Communication; (iii) fraud of Representatives; (iv) the Borrower's failure to comply with Procedures; (v) data or transmission errors; (vi) any system, telecommunication, computer hardware or software failure, malfunction or delay; or (v) causes beyond BMO's control.

General Terms relating to United States customers only

23. This Agreement shall be governed by and construed in accordance with the internal laws (including, without limitation, 735 ILCS Section 105/5-1 et seq., but otherwise without regard to the law of conflicts) of the State of Illinois. The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any U.S. Federal or Illinois State court sitting in Chicago, Illinois in any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Illinois State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Bank may otherwise have to bring any action or proceeding relating to this Agreement against the Borrower or its properties in the courts of any jurisdiction.

24. The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in Section 23 above. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to it at its address set forth in this Agreement (or in the case of the Borrower, at any address of Borrower notified to the Bank) and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law. **THE BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).**

25. The Borrower consents to: (a) the Bank processing any of its personally identifiable information ("PII"); and (b) the Bank transmitting PII to Bank Related Parties and others, including in locations outside of the United States, for processing.

The Borrower also consents to the Bank and any Bank Related Party processing and using its information and PII for the following purposes:

(a) issuing the Instrument and any related services; (b) servicing the Borrower's relationships with the Bank and any Bank Related Party; (c) satisfying customer due diligence requirements and other anti-money laundering / counter-terrorist financing screening in the United States and other jurisdictions in which the Bank and any Bank Related Party operates, (d) financial risk assessment, compliance and regulatory reporting and fraud prevention; (e) helping the Bank and any Bank Related Party to identify products and services which may interest the Borrower (unless otherwise indicated by the Borrower); and (f) aggregation and analysis of client business metrics to understand and develop the Bank's and any Bank Related Party's businesses, including new and innovative products and services offered in the future.

If any PII belongs to the Borrower's employees, clients, customers or other individuals other than the Borrower, the Borrower, by providing the Bank and any Bank Related Party with such PII: (a) gives such consent and acceptance on behalf of such persons; (b) warrants and represents to the Bank and any Bank Related Party that such persons have given the Borrower the power to give such consent and acceptance on their behalf; and (c) agrees to indemnify the Bank and any Bank Related Party fully against any damage, loss, cost or liability (including legal fees and the cost of enforcing the indemnity) arising out of breach by the Borrower of this warranty and representation.

General Terms relating to Canadian customers only

26. Governing Law; Submission to Jurisdiction.

a. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

b. The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of Ontario in any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment, and each of the Borrower and BMO hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in Ontario. Each of the Borrower and BMO agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that BMO may otherwise have to bring any action or proceeding relating to this Agreement against the Borrower or its properties in the courts of any jurisdiction.

c. The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any Ontario court. Each of the Borrower and BMO hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

27. Use of Personal Information. The Borrower consents to: (a) BMO processing any of its personal information, as defined in the *Personal Information Protection and Electronic Documents Act* (Canada) ("**Personal Information**"); (b) BMO transmitting Personal Information to Bank Related Parties and others, including in locations outside of Canada, for processing.

The Borrower also consents to BMO and any Bank Related Party processing and using its information and Personal Information for the following purposes: (a) issuing the Instrument and any related services; (b) servicing the Borrower's relationships with BMO and any Bank Related Party; (c) satisfying customer due diligence requirements and other anti-money laundering / counter-terrorist financing screening in Canada and other jurisdictions in which BMO and any Bank Related Party operates, (d) financial risk assessment, compliance and regulatory reporting and fraud prevention; (e) helping BMO and any Bank Related Party to identify products and services which may interest the Borrower (unless otherwise indicated by the Borrower); and (f) aggregation and analysis of client business metrics to understand and develop BMO's and any Bank Related Party's businesses, including new and innovative products and services offered in the future.

BMO's full Privacy Code can be found at bmo.com/privacy

If any Personal Information belongs to the Borrower's employees, clients, customers or other individuals other than the Borrower, the Borrower, by providing BMO and any Bank Related Party with such Personal Information: (a) gives such consent and acceptance on behalf of such persons; (b) warrants and represents to BMO and any Bank Related Party that such persons have given the Borrower the power to give such consent and acceptance on their behalf; and (c) agrees to indemnify BMO and any Bank Related Party fully against any damage, loss, cost or liability (including legal fees and the cost of enforcing the indemnity) arising out of breach by the Borrower of this warranty and representation.

28. French Language Clause. The parties have required that this Agreement and all documents relating thereto be drawn up and executed in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachant soient rédigés et signés en anglais.