

We're here to help.

This Service Description is part of the Treasury Services Master Agreement (the "*Master Agreement*") currently in effect between you and BMO Harris Bank N.A. ("*we*" or "*us*" and "*our*"). 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 and any Service Documentation. Any capitalized terms not defined herein shall have the same meaning as set forth in the Master Agreement.

1. Foreign Exchange Services.

This Service Description describes the terms and conditions under which we will make available to you our FX Transaction Service ("*Service*"), which is provided through our Online Banking for Business service ("*OLBB*"), as described in this Service Description. Your use of this Service is limited to foreign exchange spot and forward transactions (the types of which as permitted by us from time to time) (collectively called "*FX Transactions*" or individually, an "*FX Transaction*"). Your use of the Service will be subject to any credit restrictions, limitations, and other arrangements established by us. Your use of the Service is governed by the Master Agreement, this Service Description and the Service Documentation as updated and amended from time to time. Before using the Service you may be required to establish a deposit account ("*Account*") with us which Account will be subject to our applicable deposit account agreement. In the event you have also entered into an ISDA Master Agreement with us, the terms of such ISA Master Agreement will remain in full force and effect. In the event of a conflict between the terms of the Master Agreement and your ISDA Master Agreement, the terms of the ISDA Master Agreement shall control.

2. User Identification.

The Corporate Administrator designated under the terms of the Master Agreement shall have the authority to enter into FX Transactions through OLBB by means of a User ID, User Password and Security Device that we assigned to the Corporate Administrator. You hereby remake the representations set forth in the Master Agreement with respect to the authority of the Corporate Administrator, including the Corporate Administrator's authority to grant permission to Authorized Users to engage in FX Transactions.

You understand that the use of Identification Data and the Security Device are the "*Security Procedures*" for accessing the Service. We are authorized to act and rely upon all transactions submitted to us using the Identification Data and Security Device. We do not monitor FX Transactions entered into by you using the Service.

3. Transactions Binding.

You may enter into FX Transactions by following the prompts on OLBB. Each FX Transaction will be binding on you when a quote provided by us is accepted, regardless of whether the FX Transaction was in fact authorized provided the Security Procedure was followed. You are wholly responsible for all data and instructions entered through OLBB pursuant to any FX Transaction and we have no obligation to verify such data or instructions. Our agreement to allow you to use the Service does not at any time obligate us to enter into an FX Transaction with you. You agree that FX Transactions using the Service through OLBB can be communicated to and executed by us or any of our affiliates.

4. Confirmations.

The terms of each FX Transaction will be set forth in the "FX Transaction Confirmation" that will be mailed or sent via facsimile to the address or fax number you provide to us. An online version of the FX Transaction Confirmation will also be presented on the "Deal Done" or other screen on OLBB following acceptance of the FX Transaction by us. The FX Transaction Confirmation will be provided by us and constitute evidence of the terms of a completed FX Transaction. The FX Transaction will not be invalidated if the Transaction Confirmation is not presented for any reason, including, without limitation, as a result of any computer malfunction. If the FX Transaction Confirmation is not mailed or faxed to you or the online version is not otherwise presented on OLBB,

our records with respect to that FX Transaction will constitute conclusive evidence of the terms of the FX Transaction. If an FX Transaction Confirmation is not received for any reason, you should notify us immediately and we will endeavor to provide (on OLBB or by facsimile) you with an FX Transaction Confirmation setting out the terms of the FX Transaction.

5. Records.

In the event of any inconsistency between the terms of this Service Description and the terms of an FX Transaction Confirmation, or in the event no FX Transaction Confirmation is available, the terms of this Service Description and our internal records will prevail, including in any legal proceedings or disputes.

6. Payment Obligations.

Once an FX Transaction has been entered into, you must make each payment or delivery required to be made by you under the terms of the FX Transaction in the currency, in the amount, on the date and in accordance with the settlement instructions for such FX Transaction, as set out in the related FX Transaction Confirmation. You must ensure that any account or Account from which your payment obligations under an FX Transaction are to be made contains immediately available funds sufficient to settle the FX Transaction on the value date for the FX Transaction. We may in our sole and absolute discretion, in each instance, debit the amount of each FX Transaction on the trade date from your Account or any account from which your payment obligations are to be made and deliver the foreign currency on the value date and you agree to have sufficient funds immediately available on such date for this purpose. If the Account or account does not contain immediately available funds sufficient to settle the FX Transaction, you will be liable for all of our damages and any resulting fees and charges payable with respect to the Account or account in accordance with the terms governing such Account or account. In addition, if you fail to settle an FX Transaction on the value date for the FX Transaction, we may, in our absolute discretion and without limiting any other remedies that we may have, terminate the FX Transaction, in which case you will have to reimburse us for any losses, costs and other expenses incurred by us as a result of terminating the FX Transaction. If you select a value date for the settlement of an FX Transaction that is not a Business Day, the value date for the FX Transaction will be the first day following the value date you selected that is a Business Day, notwithstanding anything to the contrary in the FX Transaction Confirmation. "Business Day" for this purpose means a day on which banks and foreign exchange markets settle payments in the same currency as the payment obligation that is payable on that date in the principal financial center of the currency.

7. Third Party Payments.

You may instruct us to pay the proceeds of an FX Transaction to any third party ("*FX Payment*") by following the appropriate prompts on OLBB. FX Payment instructions are irrevocable and constitute an "Order" as provided in the Master Agreement. Each instruction to make an FX Payment reasonably believed by us to be issued by you is binding upon you and we will be entitled to rely upon such instructions, regardless of whether such instructions were issued without proper authorization, or whether or not the Security Procedures were used to issue such FX Payment instructions. You will be responsible for the contents of the FX Payment instructions given to us, and we shall not be responsible for detecting errors in any such FX Payment instructions. We may decline or delay acting on any such FX Payment instructions for any reason including if the instructions are incomplete, ambiguous or cannot be carried out due to insufficient funds or otherwise, or if we doubt the authenticity or lawfulness of such instructions, in our sole and absolute discretion. FX Payments must be consummated under our rules and procedures (which we may change at our sole and absolute discretion) that we may communicate to you from time to time.

8. FX Transaction Information.

The FX Transaction and other information which is displayed on OLBB or which is otherwise furnished to you is periodically updated, verified and corrected by us and is intended to be for reference purposes only. Accordingly, we are not responsible for your reliance on any information that is inaccurate, incomplete or not current, although we will endeavor to make all updates and corrections as soon as practicable. *Certain market information provided on OLBB has been independently obtained from third party sources.* We do not guarantee the timeliness, sequence, accuracy or completeness or fitness for a particular purpose of any market information (even if originated by us) provided through OLBB. You acknowledge that we and any providers of such information are not providing and recommending, any legal, investment, tax or other advice.

9. Your Representations.

Each time you initiate an FX Transaction, you represent and warrant to us that:

- (i) you have the power and authority to enter into each FX Transaction;
- (ii) each FX Transaction is binding upon and enforceable against you in accordance with its terms;
- (iii) you are acting as principal in entering into the FX Transaction;
- (iv) you have made your own independent decision to enter into the FX Transaction and as to whether the FX Transaction is appropriate for you, based upon your own judgment and advice from such advisors (other than us) as you have deemed necessary;
- (v) you are not relying on any communication (written or oral) from us as investment advice or as a recommendation to enter into the FX Transaction;
- (vi) you have not received from us any assurance or guarantee as to the expected results of the FX Transaction;
- (vii) you are capable of evaluating and understanding the terms, conditions and risks of the FX Transaction;
- (viii) we are not acting as a fiduciary or an advisor for you in respect of the FX Transaction; and
- (ix) you are a commercial user of, or merchant handling, foreign currency, are exposed to foreign currency risks in your business and the FX Transaction is related to such activities, and you are entering into the FX Transaction for the purposes of managing your borrowings or investments, hedging your underlying assets or liabilities in connection with your business, and not for purposes of speculation.

10. Service Interruption; Telephone Option.

Access to the Service will be available during regular business hours as we determine and communicate to you from time to time. If the Service becomes temporarily disabled or is otherwise unavailable for use for any period of time, we will have no liability to you for such interruption. We may require (by website, phone or facsimile notice) that any or all proposed FX Transactions MUST be consummated exclusively by direct telephone link-up with us for any period of time, even if no service interruption on OLBB then exists. We may also require, in our discretion, that any or all actual FX Transactions, be confirmed by telephone link-up, regardless of, and in addition to, any confirmation requirements provided in the Service Documentation.

11. Changes.

In addition to our rights to amend terms under the Master Agreement, we may make changes to the materials posted on OLBB at any time without notice. We reserve the right to require and/or accept digital execution in lieu of manual execution when and if such capability becomes available through OLBB. We expressly reserve the right to make changes to OLBB, its website or service and related materials and documents at any time.

12. Fees.

You agree to pay fees for the Services and utilize these Services pursuant to such billing policy statements and fee schedules as we agree in writing or, if we have not so agreed, as published by us from time to time or otherwise communicated to you. We reserve the right to charge Service fees (including for OLBB) based on number of users, number of FX Transactions and/or periodic flat fees in addition to other fees (including, without limitation, foreign exchange wire transfer fees), if any, charged to you, and to amend, add or change such Service fees at any time, as provided in the Master Agreement.

13. Taxes.

Any and all taxes, levies, imposts, duties and other assessments, including, without limitation, any withholding taxes, imposed by any foreign or domestic governmental or other taxing authority with respect to the Service and/or any FX Transaction (collectively "Taxes") will be borne by you and may be deducted from your Account (or account) or from any payment to be made by us to you with respect to any FX Transactions, to the extent permitted by applicable law. You agree to furnish all information requested by us to enable us to determine whether any Taxes may or may not be applicable to each FX Transaction.

14. Delay.

We are not responsible for any delay or failure to effect your FX Transaction due to circumstances beyond our control including disruptions in communications facilities, power or equipment failures and the neglect, action or failure to act of any other bank, intermediary or processor.

15. Miscellaneous.

We will be liable to you for use of the Services only as set forth in the Master Agreement.

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

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