



LEGAL TRUST ACCOUNT DIRECTLINE[®] SERVICE AGREEMENT
Supplement To The
Cash Management Services Master Agreement

This Legal Trust Account Directline Service Agreement (hereinafter referred to as the "**Service Agreement**") is entered into between Bank of Montreal (the "**Bank**") and the undersigned (the "**Customer**"). It incorporates by reference the provisions of, and is a Service Agreement as defined in, the Cash Management Services Master Agreement dated _____, 20__ (the "**Master**") between the Customer and the Bank.

In consideration of the terms and conditions set out below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Customer and the Bank agree to the following:

1. **Description of Services.** This Agreement sets forth the terms and conditions under which the Bank agrees to make available to the Customer the Real Time Electronic Transfer Service described herein (the "**Service**") for electronic access to various services offered by the Bank for the purposes of the Customer retrieving and/or transmitting information and/or initiating transactions as specified herein.

All of the trust accounts of the Customer to which the Customer desires access to electronically transfer funds through the Service provided by the Bank shall be in Canadian currency, be in the Province of Ontario and shall be designated by the Customer in writing (the "**Trust Account(s)**").

The Customer engages the Bank to transfer funds electronically from the Trust Account(s) to the trust accounts of other customers participating in the Service in accordance with the instructions provided by the Customer to the Bank. The Bank shall provide a manual and/or computerized instructions and procedures necessary for the Customer to access the Service (the "**Service Manual**"). The Bank reserves the right to make changes in the methods or procedures relating to the Service and shall give the Customer reasonable notice of any such change that would affect the Customer.

The Customer shall deliver to the Bank, in accordance with the operating instructions presented in the Service Manual, and on the appropriate dates, all necessary information (account numbers, amounts, dates, etc.) needed to debit the Customer's Trust Account(s) and to credit the trust account(s) of other customers participating in the Service as they exist from time to time. In no event will an electronic funds transfer from a Trust Account be effected if the amount of the requested transfer exceeds the amount in the Trust Account at the time of the request. It is the Customer's sole responsibility to ensure that all data and other information provided to the Bank is completed and accurate. The Bank does not assume any responsibility for any errors resulting from the inaccuracy or incompleteness of any data or other information furnished to the Bank by the Customer or any of its Authorized Individuals.

The Customer shall designate in writing the individual(s) (the "**Authorized Individual(s)**") authorized to access the Service on behalf of the Customer and who are authorized to access and electronically transfer funds from the Trust Account(s). Any amendments shall be by written notice to the Bank.

2. Rights and Obligations of the Bank.

The Customer and the Bank agree that the Bank:

- a) may use the services of any service organization, correspondent bank or agent as the Bank may deem necessary to provide the Service;
- b) shall provide sign-on instructions, user ID's and passwords to each Authorized Individual as defined hereunder;
- c) reserves the right to make changes in the methods and procedures of providing the Service to its customers. The Bank shall give the Customer reasonable notice of any such change that would require any alteration in the Customer's operation of its equipment and/or security equipment;
- d) is required to comply with clearing rules and regulations that may prevent the Bank from complying with the Customer's instructions if the instructions are not received within time frames required by such clearing rules and regulations. The Bank agrees that, provided an electronic transfer of funds is effected in accordance with the terms and conditions of this Agreement, including the clearing rules and regulations, it will treat such funds as cleared funds in its dealings with the immediate transferee of such funds; and

e) shall make available to the Customer a confirmation (a "**Confirmation**"), immediately after the electronic transfer of funds is effected. Such Confirmation shall contain (i) the name of the person or entity in whose name the Trust Account from which money is drawn is kept, (ii) the number of the Trust Account from which money is drawn, (iii) the name of the person or entity in whose name the account to which money is transferred is kept, (iv) the number of the account to which money is transferred, and (v) the date that the transfer is carried out. The Customer is responsible for ensuring that all requirements set out by the Law Society of Upper Canada in respect of the handling of money and other property, and all other legal requirements in respect of the Services and the Trust Account(s), are complied with by the Customer. In no event shall the Bank be responsible for ensuring compliance with any law, rule, by-law, regulation, statute, or other applicable instrument governing the Customer or the Trust Account(s).

3. Responsibilities of the Customer.

The Customer:

- a) shall, at its expense, obtain, operate and maintain computer equipment, telecommunication lines and/or facilities as are required in order to access the Service;
- b) accepts all responsibility for the accuracy and adequacy of all activity involving the Customer's user ID's and passwords, including transactions for the Trust Account(s). The Customer shall take all necessary steps to guard against theft, loss or fraudulent use of user ID's and passwords and shall not lend or divulge user ID's and passwords and will ensure that they are available only to the Customer's Authorized Individual(s). The Customer shall immediately notify the Bank of any irregularity in, theft, loss or unauthorized disclosure of the Customer's user ID's or passwords;
- c) shall on the same day that any Confirmation is received by the Customer notify the Bank in writing of any error therein, failing which such Confirmation and the transaction reflected therein shall be deemed to have been irrevocably accepted by the Customer;
- d) agrees to comply with any specifications required by the Bank and to provide complete and accurate information. As set out in the Master, the Bank is not responsible for confirming the accuracy of any information provided including, without limitation, any discrepancies between account numbers, amounts, payee names and other information provided;
- e) has access through the Service to the accounts of each of the other customers participating in the Service for the limited purpose of electronic deposits only and hereby authorizes the Bank to provide to all other customers participating in the Service access to the Trust Account(s) for the limited purpose of electronic deposits only. The Customer acknowledges that it shall have no rights hereunder to withdraw any amount from any account of any such other participating member. The Customer hereby represents that the parties signing this Service Agreement are signing authorities for the Trust Account(s) and thereby have the authority to provide this authorization on behalf of the Customer;
- f) acknowledges that the Bank shall not be liable to the Customer or to any other party by reason of any system failure, malfunction, delay or failure to provide service for any reason outside the Bank's control; and
- g) shall pay to the Bank, when requested by the Bank, the Bank's charges and fees in accordance with the Pricing Schedule, a separate agreement.

4. **Indemnity.** In addition to the indemnities provided for in the Master, the Customer hereby agrees to indemnify and save harmless the Bank, its officers, directors, employees, agents and representatives and its and their respective property and assets from and against any and all Claims (as defined in the Master) directly or indirectly incurred or suffered by, or taken or made against, any of them which, in any way or in any manner whatsoever, are the result of, or caused by, or arise by reason or in respect of (i) any non-payment by the Bank of any item in accordance with instructions provided by the Customer, (ii) incorrect transit and account numbers provided to the Bank, (iii) terminal or other electronic or computer access to the Trust Account(s) or (iv) non-compliance by the Customer with any Law Society of Upper Canada rule, regulation, by-law, statute or other instrument or any other legal requirement in respect of the Service or the Trust Account(s), except for damages suffered by reason of the Bank's gross negligence or willful misconduct. In no event shall the Bank be liable for indirect, special or consequential damages including but not limited to loss of profit or other economic loss in connection with or arising out of the Customer's use of the Service.

5. **Fees.** Notwithstanding the provisions of the Master and the provisions of any other agreement entered into between the Customer and the Bank, in no event shall the Bank charge to a Trust Account, but the Bank may charge to any other account of the Customer, any charge, fee or other amount that the Customer has agreed to pay to the Bank pursuant to the Master or any Service Agreement, except amounts transferred hereunder pursuant to the Customer's instructions.

6. **Miscellaneous.** The provisions of the Master are hereby incorporated by reference into this Service Agreement and made a part hereof and the Service Agreement is subject to all of the terms and conditions contained in the Master. This Service Agreement shall become effective as of the date as set out below. Upon termination of this Service Agreement as provided in the Master, all the Services set out herein shall terminate.

IN WITNESS WHEREOF, this Service Agreement has been executed by the Customer and the Bank on the date set forth below.

Dated: _____

(The Customer)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BANK OF MONTREAL

By: _____
Name: _____
Title: _____