

Consent to Electronic Delivery of Documents

These terms and conditions apply to the electronic delivery of documents to you relating to your BMO Capital Markets account(s). We recommend that you save a copy of this Consent for your records.

1. Definitions

As used in this Consent, the following words shall have the following meanings:

accounts means the accounts associated with the products or services provided to you by BMO Capital Markets, including any new accounts that we open for you in the future.

agreements means the agreements between you and BMO Capital Markets that govern your accounts, as amended from time to time.

BMO Capital Markets and **we** means Bank of Montreal, BMO Bank N.A., BMO Capital Markets Corp.

Consent means this Consent to Electronic Delivery of Documents.

documents means the documents listed in Section 2.

eDelivery Portal means the BMO Capital Markets electronic document delivery portal, which can be accessed at <https://capitalmarkets.bmo.com/en/edelivery> (English) or <https://marchesdescapitaux.bmo.com/fr/edelivery> (French).

I and **you** means each person who consents to BMO Capital Markets providing electronic delivery of documents and the account holder on whose behalf they are authorized to provide this consent.

2. Consent: You consent to BMO Capital Markets providing the following documents to you by making them available through eDelivery Portal from and after the date hereof:

- i. Statements for your accounts;
- ii. Trade confirmations for your accounts;
- iii. This Consent and any changes to this Consent; and
- iv. Any other confirmation, notice or information that we are required by law to provide to you in writing relating to your accounts.

We will not send you paper documents, except as set out in Section 5.

You acknowledge that you are solely responsible for retrieving and viewing the documents. You are responsible for keeping your email address for notification of new electronic documents up-to-date and notifying us of any changes to your email address.

3. Electronic Delivery of Documents and Length of Time Available: When we provide a document electronically, we will do so by making it available to you through the eDelivery Portal. We may send you an email to notify you that the document is available. Emails may be delayed or prevented because of a variety of factors. We do our best to provide email notifications on a timely manner, but we do not guarantee the delivery of these emails.

You may access account statements for seven (7) years after they are posted in the eDelivery Portal. If you want to keep a copy of any of these documents for your records, you should print or save a copy.

4. **Your Obligations to View Documents:** You agree to access the eDelivery Portal to review documents. You are responsible for printing or downloading a copy of any document for your records. If you are unable to access the eDelivery Portal for any reason, you should revoke your consent as described in Section 6.

It is your obligation to thoroughly review your trade confirmations and account statements upon receipt and to advise us of any questions or concerns immediately.

You understand and agree that BMO Capital Markets is not responsible in any way for any damages or costs incurred by you resulting from your failure to review documents made available through the eDelivery Portal.

5. **Providing Documents by Paper:** We may provide you documents by paper delivery if we are unable to provide electronic delivery or if we otherwise consider it appropriate. Any paper delivery will be provided to you at the most current mailing address that we have on file for your accounts. In addition, you may receive, at no cost, a paper copy of a trade confirmation or account statement delivered electronically by contacting your BMO Capital Markets relationship manager, BMO Capital Markets sales person, or contacting us via email at eDeliverySupport@BMO.com.
6. **Revoking Consent:** This Consent shall remain effective from the date hereof until such consent is revoked. You may revoke your consent to have documents associated with all or any of your accounts delivered to you electronically at any time by contacting your BMO Capital Markets relationship manager, BMO Capital Markets sales person, or contacting us via email at eDeliverySupport@BMO.com.
We will confirm to you in writing that we have received your revocation and specify when it takes effect. If we receive your revocation less than ten (10) business days before the end of an account statement period, it may not take effect until the next account statement period.
7. **Technology:** Your documents will be in Adobe® Portable Document Format (PDF) format only. It is your responsibility to download and obtain a license for Adobe Reader® software in order to view, print and save your documents. We are not responsible for any computer virus or related problems.
8. **Deemed Delivery:** I acknowledge that any document delivered via the eDelivery Portal is deemed to be delivered on the day that the document is made available on the eDelivery Portal and not on the day that I review the document. I acknowledge that the documents are deemed to be complete and accurate unless I inform BMO Capital Markets otherwise within two business days of the date of posting on the eDelivery Portal. I understand that it is the account holder's responsibility to monitor the eDelivery Portal for documents in order to comply with any terms in our agreements or enforce any rights under securities legislation and regulation.
9. **Capacity:** I represent to BMO Capital Markets that I have the authority to enter into this Consent with respect to the account(s) in which this Consent pertains, which may include, without limitation, any account opened with BMO Capital Markets in the name of the account holder set out below.
10. **Changing These Terms and Conditions:** We may change these terms and conditions from time to time by providing you with notice of the change through electronic or paper delivery.
11. **Severability:** Any provisions of this Consent which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability

without invalidating the remaining provisions hereof, and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Governing Law: This Consent shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any laws relating to conflicts of laws. BMO Capital Markets and you each irrevocably and unconditionally submit to the jurisdiction of any court of the State of New York located in the County of New York or the United States District Court of the Southern District of the State of New York over any suit, action or other proceeding related to or arising out of this Consent.
13. I understand that by signing below, I, in my capacity as an authorized signatory of the account holder named below, am acknowledging that I have read, understood and to the account holder named below shall be bound by the terms of this Consent. I understand that by failing to sign below, the account holder will continue to receive paper copies of the documents through standard mail. I understand that I can print a copy of this Consent at this time for the account holder's files.

[Signature Page Follows]

Date _____
MONTH DAY YEAR

Name(s) of Legal Entity(s)

Authorized Individual Signature

Authorized Individual Name (please print)

Authorized Individual Title (please print)