

# **Employee Assistance Program Summary Plan Description (SPD)**

BMO U.S. Health and Welfare Benefit Plan

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## **About this Summary Plan Description**

This document is the Summary Plan Description (SPD) for the Employee Assistance Program portion of the Employee Benefit Program of Bank of Montreal/Harris (the “Plan”). Please read this SPD to help you understand and manage your benefits and keep it for future reference.

If you have questions about the Plan or would like a complete copy of the Plan document, contact the Human Resources Centre at 1-888-927-7700

### **Important notice**

The information in this Summary Plan Description is based on Bank of Montreal/Harris benefit plans in effect as of January 1, 2022. The official Plan document contains the full Plan details. If the SPD or any written or oral representation differs from the Plan document, the Plan document prevails.

While this Summary Plan Description summarizes the major provisions of this Plan, it does not provide you with every Plan detail. The Plan documents, which govern this Plan, provide full details. If there are any discrepancies between this Summary Plan Description and the legal Plan documents, the Plan documents rule.

## **Employee Assistance Program (EAP)**

From the big moments in your life, like preparing for a new baby, to everyday needs, like improving your physical and emotional health, LifeWorks by Morneau Shepell is here to help. LifeWorks is available 24 hours a day, seven days a week and gives you access to:

- online articles, short videos, podcasts, and booklets;
- free, confidential consultations over the phone or in-person;
- referrals to national and local resources; and
- personalized searches and referrals for child care and elder care resources.

It's the comprehensive source to help you face life's everyday challenges, including:

- marital or family relationships;
- conflict resolution;
- work/life balance;
- grief and loss;
- addiction and recovery;
- child and elder care issues; and
- financial and legal issues.

You can be assured that information will not be disclosed to anyone without your written authorization and will only be disclosed in accordance with state and federal law.

## **Eligibility**

### **Employee**

All BMO employees are eligible to participate in the EAP of the Bank of Montreal/Harris. Coverage in the EAP is automatic. You do not need to enroll.

### **Eligible dependents**

Any person living in your home may access the EAP.

## **Plan cost**

The Company pays the entire cost of the EAP. Please see [How EAP benefits work](#) for any charges you may incur outside of the standard EAP benefit offering.

## **How EAP benefits work**

You or anyone living in your home may call the EAP 24 hours a day, seven days a week at 1-800-757-0327, or visit <https://bmo.lifeworks.com> (user ID: bmous; password: lifeworks).

You may receive up to three in-person sessions with an EAP professional per issue. If more than three sessions are required, you will be referred to your health plan for coverage. EAP benefits are not designed to provide you with long-term counseling, treatment or areas of expertise requiring state licensure, such as the practice of law or medicine.

### **What's covered**

The EAP provides help with multiple topics. The following are a few examples:

- Parenting and child care
  - child care options
  - child development
  - parenting skills
  - special needs issues
- Midlife and retirement
  - life planning and priorities
  - health
  - marriage and relationships
  - work and career
  - planning for retirement
  - travel

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- Elder care
  - the aging process
  - communication
  - caring for elders
  - alternative living arrangements
  - long-term care
  - managing caregiver stress
- Financial
  - debtor/credit issues
  - credit management
  - budgeting and financial management
  - investing
  - insurance and tax planning
  - avoiding fraud and identity theft
  - retirement planning
- Legal
  - real estate
  - family law
  - consumer protection
  - bankruptcy
  - personal injury
  - estate planning and living wills
- Work
  - co-worker relationships
  - business travel
  - job burnout
  - career development
  - work/life balance
- Managing people
  - employee relations
  - legal and regulatory information
  - performance issues
  - discrimination
- Emotional well-being
  - life events
  - relationship issues
  - stress management
  - family and marital issues
  - grief and loss
  - depression, anxiety, and trauma

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- Addiction and recovery
  - alcohol and drug abuse
  - gambling
  - eating disorders
  - Internet addiction

### ***What's not covered***

Services not covered under the EAP include:

- more than three professional counseling sessions on any one issue;
- services received and charges incurred before or after you are covered under the EAP;
- charges for which you are entitled to benefits under any Workers' Compensation, occupational disease, or similar law;
- charges incurred as a result of any act of war or caused during service in the armed forces;
- injury or illness charges incurred as a result of a covered person engaging in an illegal occupation, or commission of or an attempt to commit a criminal act.

### ***Requesting benefits***

You do not have to file EAP claims, and there are no copays, coinsurance, or deductibles. You should contact LifeWorks for all EAP benefits at 1-800-757-0327 or visit <https://bmo.lifeworks.com> (user ID: bmous; password: lifeworks). You do not make any payment to a provider for EAP services.

If you feel you have a claim, you must contact the Plan administrator at:

BMO Financial Corp.  
Benefits Administration Committee  
111 West Monroe Street, 7W  
Chicago, IL 60603  
Human Resources Centre (HRC): 1-888-927-7700

## **When coverage ends**

Your coverage ends for you and anyone living in your home 30 days following your last day worked. You may be able to continue your EAP coverage through COBRA. See [Continuing EAP coverage under COBRA](#) for more information.

### **Continuing EAP coverage under COBRA**

EAP coverage continues for you and anyone living in your home for the length of your continued health care coverage under COBRA. See [Continuing coverage under COBRA](#) for more information.

### **Continuing coverage under COBRA**

In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), when coverage under the Medical, Dental and Vision Plans and the Health Care Flexible Spending Accounts ends, you or your covered dependents may be eligible to temporarily continue your coverage at your own expense for a limited period. COBRA continuation coverage is available when a qualifying event occurs that causes you or your eligible dependent to lose coverage under the Plan.

In order to be eligible for continuation coverage under federal law, you must meet the definition of a “Qualified Beneficiary”. A Qualified Beneficiary is any of the following persons who were covered under the Plan on the day before a qualifying event:

- An Employee.
- An Employee’s enrolled Dependent.
- An Employee’s former Spouse.

### **Qualifying events for continuation coverage under COBRA**

The following table outlines situations in which you may elect to continue coverage under COBRA for yourself and your Dependents, and the maximum length of time you can receive continued coverage. These situations are considered qualifying events.



## Employee Assistance Program – Summary Plan Description

Who can continue coverage	In what situations	For how long
You, your spouse, your eligible children	<ul style="list-style-type: none"><li>• A reduction in your work hours (scheduled to work less than 20 hours a week)</li><li>• Your termination of employment (except in cases of gross misconduct)</li></ul>	18 months*
Your spouse	<ul style="list-style-type: none"><li>• Your death</li><li>• Divorce or legal separation</li><li>• Employee's entitlement to Medicare (Part A, B, or both)**</li></ul>	36 months
Your eligible children	<ul style="list-style-type: none"><li>• Your death</li><li>• Divorce or legal separation</li><li>• Employee's entitlement to Medicare (Part A, B, or both)**</li><li>• Children no longer meet the eligibility rule</li></ul>	36 months

\*Coverage can continue for an additional 11 months if you or a covered dependent is determined to be disabled by the Social Security Administration within the first 60 days of COBRA coverage.

\*\* The covered employee's Medicare entitlement is a listed triggering event, but it will not be a qualifying event unless it causes a loss of plan coverage.

### Getting started

You will be notified by mail if you become eligible for COBRA coverage as a result of a reduction in work hours or termination of employment. The notification will give you instructions for electing COBRA coverage and advise you of the monthly cost. The benefits provided under COBRA are the same as those provided to active employees; however, the Company no longer shares the cost with you. You pay the full health care premium, both employee and employer costs, plus a 2% administrative fee.

Under federal law, you have up to 60 days from the date you receive notification or 60 days from the date your coverage ends to elect COBRA coverage, whichever is later. **If this election period is missed, you and your eligible dependent(s) will lose the opportunity to continue coverage under COBRA.**

You must make your first payment for continuation coverage within 45 days after the date of your election, and coverage is retroactive to the date your Plan coverage ended. If you do not make your first payment for continuation coverage within those 45 days, you will lose all continuation coverage rights under the Plan.

Each qualified beneficiary has a separate right to elect continuation coverage. For example, the employee's spouse may elect continuation coverage even if the employee does not. Continuation coverage may be elected for only one, several, or for all dependent children who are qualified beneficiaries. A parent may elect to continue coverage on behalf of any dependent children. The employee or the employee's spouse can elect continuation coverage on behalf of all the qualified beneficiaries.

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### **Notification requirements**

You or your Dependents must also notify the Plan Administrator when a qualifying event occurs that will extend continuation coverage.

If your covered Dependents lose coverage due to divorce, legal separation, or loss of Dependent status, you or your Dependents must notify the Plan Administrator within 60 days of the latest of:

- The date of the divorce, legal separation, or an enrolled Dependent's loss of eligibility as an enrolled Dependent.
- The date your enrolled Dependent would lose coverage under the Plan.
- The date on which you or your enrolled Dependent are informed of your obligation to provide notice and the procedures for providing such notice.

If you or your Dependents fail to notify the Plan Administrator of these events within the 60-day period, the affected Qualified Beneficiary **will lose the opportunity to continue coverage under COBRA**. If you are continuing coverage under federal law, you must notify the COBRA Administrator within 60 days of the birth or adoption of a child.

If you elect continuation coverage, an extension of the maximum period of 18 months of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify PayFlex of a disability or a second qualifying event in order to extend the period of continuation coverage. Failure to provide timely notice of a disability or second qualifying event may affect the right to extend the period of continuation coverage. You must send this notice to:

PayFlex Systems USA, Inc.  
BENEFITS BILLING DEPARTMENT  
P.O. BOX 953374  
ST. LOUIS, MO 63195-3374

### **Disability**

If you or a covered dependent is determined to be disabled by the Social Security Administration (SSA) during the first 60 days of COBRA coverage and must last at least until the end of the 18-month period of continuation coverage. You must notify PayFlex of that fact within 60 days of the later of 1) the SSA's determination of disability (the date of the SSA award letter); 2) the date of your qualifying event; 3) the date of your loss of coverage; or 4) the date you were notified of the requirement (the date of your qualifying event letter). The notification must also be provided before the end of the first 18 months of continuation coverage. Coverage exceeding the first 18-month continuation ends when the individual is no longer Social Security-disabled. **You are required to notify the Plan Administrator of any change in your disabled status.** You must notify PayFlex of that fact within 30 days of SSA's determination at the following address:

PayFlex Systems USA, Inc.  
Benefits Billing Department  
P.O. Box 953374  
St. Louis, MO 63195-3374

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### **Second qualifying event**

If more than one qualifying event occurs, a maximum of 36 months of COBRA continuation is available. The second qualifying event must occur during the first 18 months of COBRA. Such second qualifying events include the death of a covered employee, divorce or separation from the covered employee, the covered employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), or a dependent child's ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the Plan if the first qualifying event had not occurred. You must notify PayFlex within 60 days after a second qualifying event occurs. **If you fail to alert the Plan administrator of your qualifying event within this 60-day period, you forfeit the right to continued coverage for yourself and your dependents.**

### **When COBRA coverage ends**

COBRA continuation coverage will end before the maximum continuation period, on the earliest of the following dates:

- The date, after electing COBRA, you or your dependent(s) becomes covered under another group health plan.
- The date, after electing COBRA, that you or your covered Dependent first becomes entitled to Medicare.
- The date coverage ends for failure to make the first required premium payment (premium is not paid within 45 days).
- The date coverage ends for failure to make any other monthly premium payment (premium is not paid within 30 days of its due date).
- The date the entire Plan ends.
- The date the Social Security Administration determines you are no longer disabled, if you have qualified for the 11-month disability extension.



Additional information about COBRA coverage is available in the [COBRA Continuation of Rights](#), located under Legal Notices at [www.bmousbenefits.com](http://www.bmousbenefits.com).

**Once you cancel your continued coverage, you cannot re-enroll.**

In considering whether to elect continuation coverage, you should take into account that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer), the Health Insurance Marketplace or Medicaid within 30 days after your group health coverage ends because of a qualifying event. Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

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If you are eligible for the Retiree Medical Program and you elect COBRA health insurance coverage at the time of your retirement, you will forfeit your right to participate in the Retiree Medical Program.

### **Are there other coverage options besides COBRA Continuation Coverage?**

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

### **Can I enroll in Medicare instead of COBRA continuation coverage after my group health plan coverage ends?**

In general, if you don't enroll in Medicare Part A or B when you are first eligible because you are still employed, after the Medicare initial enrollment period, you have an 8-month special enrollment period to sign up for Medicare Part A or B, beginning on the earlier of:

- The month after your employment ends; or
- The month after group health plan coverage based on current employment ends.

If you don't enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later. If you elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage.

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare. For more information visit <https://www.medicare.gov/medicare-and-you>.

### **When does COBRA coverage become effective?**

Once you enroll in COBRA coverage and make your first payment, coverage is effective retroactive to the date your active group health coverage ended.

### **When can I enroll?**

You, your covered spouse, and/or your covered dependent(s) (covered qualified beneficiaries), have the right to choose COBRA coverage independently. If you or they decide to enroll, COBRA elections must be made within 60 days of the date that coverage is lost or within 60 days of the statement date on the COBRA Group Health Benefits Right of Continuation Coverage Election Notice you receive, whichever is later. If this election period is missed, you and your eligible dependent(s) will lose the opportunity to continue coverage under COBRA.

### **Why is COBRA coverage so expensive?**

The monthly premiums for COBRA can come as a surprise if you're accustomed to your employer paying a portion of the cost of health insurance. When you choose COBRA coverage, you must pay the full monthly premium amount (the total of what you and your employer were paying for your coverage), plus a 2% administration fee, as allowed by law. In addition, your first monthly premium payment (due within 45 days

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of your COBRA enrollment) is likely to be higher than subsequent payments because it . may include more than one month of coverage and is retroactive to the date that you lost your employer provided coverage.

### **When can I make changes to or drop my COBRA coverage?**

Generally, you, your covered spouse, and other covered dependents have the same rights and restrictions as other plan participants to change your coverage during the year and at annual enrollment. In addition, you have the freedom to make election decisions independently from one another. Keep in mind that enrollment in a Health Care Flexible Spending Account (HCFSAs) is limited to individuals participating in a HCFSAs at the time of the qualifying event and continues only until the end of the current plan year.

If you want to make a change to or drop your COBRA coverage outside of the annual enrollment period, you may need to demonstrate proof of a qualified change in status (such as marriage, divorce, or the birth or adoption of a child). Make sure you notify the COBRA Administrator of your change in status within the required time period that is stated in the plan rules.

### **Keep Your Plan Informed of Address Changes**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

## **Administrative information**

### **Plan identification**

**Plan name**

This Summary Plan Description describes the Employee Assistance Program portion of the Employee Benefit Program of Bank of Montreal/Harris. The Plan, a group health plan subject to the Health Insurance Portability and Accountability Act (HIPAA), provides medical, prescription drug, mental health and chemical abuse, dental, vision, Flexible Spending Accounts, EAP, and before-tax premium benefits.

Separate Summary Plan Descriptions describe the Medical, Dental, Vision, Flexible Spending Accounts, and Life and Disability portions of the Employee Benefit Program of Bank of Montreal Harris.

**Plan number**

507

**Employer Identification Number**

51-0275712

**Plan year**

January 1 – December 31

**Plan sponsor**

BMO Financial Corp.

Employee Benefit Program of Bank of Montreal/Harris

**Plan administrator**

Benefits Administration Committee

The Plan sponsor and Plan administrator can be contacted at:

BMO Financial Corp.  
Benefits Administration Committee  
111 West Monroe, Street 7W  
Chicago, IL 60603  
Human Resources Centre (HRC): 1-888-927-7700

The Plan administrator has complete discretionary authority to make all determinations under the Plan, including eligibility for benefits and factual determinations, and to interpret the terms and provisions of the Plan. It is the principal duty of the Committee to see that the terms of the Plan are carried out for the exclusive benefit of persons entitled to participate in the Plan. To the extent not delegated to another named fiduciary or to a Claims Administrator, the Committee shall have full discretionary power to administer the Plan in all of its details, subject to applicable requirements of law. The Committee shall have discretionary and final authority to interpret the terms of the Medical Plan regarding matters for which it is responsible as set forth above and its decisions shall be final and binding on all parties.

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The Plan administrator has delegated to the Claims Administrator the discretionary authority to make decisions regarding the interpretation and application of Plan provisions, to make determinations (including factual determinations) as to the rights and benefits of employees and participants under the Plan and to make claims and final appeals determinations under the Plan. Benefits under the Plan will only be paid if the Plan administrator or the Claims Administrator, as applicable, determines in its discretion that the claimant is entitled to them.

### **Plan trustee**

The Plan trustee for the Employee Benefit Program of Bank of Montreal/Harris (except for the accident insurance plans and cafeteria plan) is:

BNY Mellon  
One Mellon Center, Suite 1315  
Pittsburgh, PA 15258-0001

### **Agent for service of legal process**

The Plan administrator is the agent for legal process against the Plan. Legal process may also be served upon the Plan trustee.

### **Type of funding**

Employee Assistance Program contributions are made by the Company. The Plan trust name is the Employee Benefit Trust of Bank of Montreal/Harris.

## ***Claims Administrator***

The claims administrator for the EAP Plan is:

LifeWorks by Morneau Shepell Quality Team  
8009 34th Ave S  
Bloomington, MN 55425

[LWClaims@morneaushepell.com](mailto:LWClaims@morneaushepell.com)

## ***Future of the Plan***

The Company intends to continue the Plan indefinitely. However, the Company reserves the right to amend, modify, replace, or terminate the Plan or part of the Plan at any time for any reason. The Company takes such action through Board of Directors' resolutions or through an administrative committee or other persons authorized by the board of directors. In such case, you would be properly notified of any changes, and all changes would be subject to the Plan's provisions and applicable laws. Keep in mind, health care benefits do not vest like retirement plan benefits. If the Plan is terminated, you will not receive any further benefit under the Plan other than payments of benefits for losses or covered expenses incurred before the Plan was terminated.

## **Privacy information**

During the administration of the Plan, certain Company employees and claims administrators may come into contact with what is considered “protected health information” under the Health Insurance Portability and Accountability Act (HIPAA).

As part of our compliance efforts, we have previously provided a privacy notice to employees that describe the Plan’s use and disclosure of your protected health information, as well as your rights and protections under the HIPAA privacy law. If you would like to receive another copy of the privacy notice, or just need more information, please contact the Privacy Officer, Director of US Benefits, by emailing [BMOHR.USBenefits@BMO.com](mailto:BMOHR.USBenefits@BMO.com)

## **Your rights Under ERISA**

As a participant in the Employee Benefit Program of Bank of Montreal/Harris, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

### **Receive information about our Plan and benefits**

Examine, without charge, at the Plan administrator’s office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 series) and updated Summary Plan Descriptions. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan’s annual financial report. The Plan administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Continue group health plan coverage**

Continue health care coverage for yourself, spouse, or dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this Summary Plan Description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

### **Prudent actions by Plan fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.



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### ***Enforce your rights***

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan administrator to provide all of the materials and pay up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court after you have exhausted the Plan's claims procedure as described in this SPD. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example if it finds your claim is frivolous.

### ***Assistance with your questions***

If you have any questions about your Plan, you should contact the Plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W. Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration at 1-866-444-3272.

### ***No employment guarantee***

This document does not create a contract of employment between BMO Financial Corp. (the Company) and any employee. Being a participant in the Plan does not grant any current or future employment rights. And Plan participation is not a condition of employment.