



**MASTER CLIENT AGREEMENT FOR BUSINESS CLIENTS
Bulk INTERAC e-Transfer⁺ - Service Materials**

These are Service Materials for Royal Bank's Bulk INTERAC e-Transfer⁺ Service, and form part of the Master Client Agreement for Business Clients between Royal Bank[®] and the Customer.

1. Definitions and Interpretation

1.1 Definitions and Interpretation. All capitalized terms have the meanings given in Part C – Glossary of the Legal Terms and Conditions of the Master Client Agreement for Business Clients, and the rules of interpretation prescribed by the Legal Terms and Conditions also apply. In addition, for the purpose of this Service, the following defined terms will be used:

“**Acxsys**” means Acxsys Corporation;

“**e-Transfer**” means the transfer of funds to Recipients using their email address or mobile number;

“**Harmful Content**” has the meaning given in Section 6.2; and

“**Recipient**” means the Person, including the Customer, as the case may be, receiving the e-Transfer.

2. Description of Service

2.1 Description of Service. This Service can be used by the Customer to send e-Transfers to multiple Recipients in respective amounts using a file submission mechanism approved by Royal Bank.

2.2 Accounts. This Service may only be used for e-Transfers in Canadian dollars to and from Canadian dollar bank accounts in Canada. No foreign currency transactions are permitted.

2.3 Instrument. An e-Transfer is an Instrument under the Agreement. For greater certainty, e-Transfers are not bills of exchange and no part of this Service is subject to the *Bills of Exchange Act* (Canada).

2.4 Limits. Royal Bank may establish and change certain restrictions on the Customer's use of this Service, including limits and restrictions on dollar amounts and file size or types. Other Persons, including other financial institutions and Acxsys, may also set limits, including on dollar amounts of e-Transfers sent using this Service.

2.5 Fees and Charges. The Customer will pay Royal Bank's fees and charges for this Service, and any fees, charges, taxes, or other amounts payable to other Persons. The Customer acknowledges other Persons, including Acxsys, other financial institutions, and telecommunication service providers may charge the Customer and Recipients fees and charges for OPS in connection with this Service, including for accessing, sending, receiving, and processing e-Transfers.

3. Technology and Specifications

3.1 Specifications. The Customer will comply with Applicable Laws and the specifications, guides, quality standards and other Service Materials prescribed by Royal Bank, other financial institutions, and Acxsys in connection with this Service.

3.2 Service Requirements. The Customer must be enrolled in an approved direct connectivity service with Royal Bank for file submission, in order to send e-Transfers using this Service. For greater certainty, Web File Transfer is not approved for use in connection with this Service, and the Customer is prohibited from using Web File Transfer in connection with this Service.

3.3 Technology Requirements. The Customer is required to obtain and maintain, at the Customer's own expense, compatible Electronic Channels, hardware, operating systems, and software approved for such use by Royal Bank, and which are up-to-date and unaltered from manufacturer specifications. Royal Bank is not responsible for, and makes no representations or warranties of any nature, with respect to any such Electronic Channels, hardware, operating systems, and software provided by any other Person. Royal Bank has the right, in its sole discretion, without notice, to make changes to this Service from time to time which may result in the Customer's Electronic Channels, hardware, operating systems, and software no longer being compatible with this Service, and in such event, Royal Bank will have no responsibility or liability to the Customer or any other Person.



4. Security and Service Materials

4.1 Security. The Customer will ensure compliance with all security procedures, standards, and other requirements prescribed by Royal Bank, other financial institutions, and Acxsys in connection with this Service. The Customer will implement all features available to enhance the security of this Service, including any options available for password and pass phrase reset, dual administration, and multiple approval rules. **THE WAIVER AND RELEASE IN SECTION 13.3 OF THE LEGAL TERMS AND CONDITIONS WILL APPLY TO THE EXTENT THESE FEATURES ARE NOT IMPLEMENTED.**

4.2 Service Materials. The Customer will ensure the confidentiality, security, and proper use of all Service Materials, including tokens, login IDs, passkeys, passwords, pass phrases, personal verification questions, security answers and questions, and other Security Devices, and Electronic Channels used in connection with this Service. The Customer will immediately notify Royal Bank, verbally and in writing, if any Service Materials or Electronic Channels are lost or stolen or if there is any unusual, suspicious, actual or suspected fraudulent, or other unauthorized use in relation to this Service.

4.3 Information Icons, Help Content, and Links. There may be important terms and conditions displayed on Royal Bank's website or when information icons or links are clicked using this Service, and they form part of the Agreement. The Customer will ensure the terms and conditions are accessed and reviewed accordingly.

5. Transaction Processing

5.1 Initiating an e-Transfer. After the Customer initiates an e-Transfer, the amount of funds being transferred will be withdrawn from the applicable Account and an email or text message will be sent to the Recipient using the information provided by the Customer. The email or text message will identify the Customer as the sender and include the amount of funds, the name of the Recipient, and inform the Recipient that the Customer is using this Service. Before using this Service to send an e-Transfer to a Recipient, the Customer is responsible to ensure the Recipient is aware they will be receiving the e-Transfer and can claim the e-Transfer in accordance with these terms and conditions.

5.2 No Interest. After initiating an e-Transfer, funds will be held by Royal Bank until Royal Bank receives notice that the Recipient has successfully claimed the e-Transfer or the e-Transfer has been canceled and reclaimed by the Customer in accordance with these terms and conditions. Funds will not earn interest while being held by Royal Bank during this time.

5.3 Claiming or Declining an e-Transfer. A Recipient may claim or decline an e-Transfer using the online or mobile banking services of their financial institution or the payment service provided by Acxsys, and the financial institution, including Royal Bank, as the case may be, and Acxsys may charge additional fees. To claim or decline an e-Transfer, the Recipient must respond correctly to a security question and answer created by the Customer and used for verification purposes. A Recipient who successfully claims an e-Transfer using the online or mobile banking services of a financial institution should generally receive funds immediately. A Recipient who successfully claims an e-Transfer using the Acxsys payment service should generally receive funds within three (3) to five (5) business days. However, the actual time to receive funds through either process will vary and may take significantly longer depending on the circumstances. Royal Bank makes no representations or warranties regarding the time required to complete an e-Transfer. A Recipient has thirty (30) calendar days from the date an e-Transfer is sent using this Service to claim the e-Transfer, after which the e-Transfer will automatically expire. An e-Transfer sent from another financial institution to Royal Bank will also expire after a certain period of time.

5.4 Security Question and Answer. The Customer will comply with the requirements prescribed by Royal Bank, other financial institutions, and Acxsys with respect to security questions and answers, including the security obligations under Section 6 (Security and Electronic Banking) of the Legal Terms and Conditions. The Customer will ensure security questions and answers are unique and not easily guessed, including by not using a birth date, name, telephone number, social insurance number, or sequential numbers, or any other Security Device used by the Customer. The Customer will ensure security questions and answers are known only to the Person the Customer intends to claim the e-Transfer, and not disclosed to any other Person. The Customer will ensure security answers have leading and trailing white spaces trimmed, are in uppercase, and MD5 hashed and Base64 encoded. The Customer will not use the email, text message, or any optional message that may



accompany the e-Transfer to send an e-Transfer security question or answer. Royal Bank, other financial institutions, and Acxsys are entitled to pay an e-Transfer to a Person who correctly responds to the security question and answer, whether or not the Person is the intended Recipient. Acxsys keeps on file only one security question and answer per Recipient. If a security question or answer is changed for a Recipient, it overrides any previously saved security question and answer for that Recipient and applies to all outstanding e-Transfers for the Recipient. The new security question or answer will enable the Recipient to accept any previously sent e-Transfers that have not yet been claimed, expired, or cancelled. If the Customer does not want a Recipient to receive an outstanding e-Transfer, the e-Transfer must be canceled by the Customer before it is claimed.

5.5 Canceling an e-Transfer. The Customer can request an e-Transfer to be cancelled within thirty (30) calendar days from the date the e-Transfer is sent using this Service, provided the e-Transfer has not been claimed by the Recipient. Royal Bank will use reasonable efforts to cancel an e-Transfer at the Customer's request. The Customer discharges and releases Royal Bank from, and will indemnify and hold harmless Royal Bank for, any Losses resulting from the implementation of, or the failure to implement, a change or cancellation of an e-Transfer.

5.6 Declined, Cancelled, or Expired e-Transfer. If an e-Transfer sent using this Service is declined, cancelled, or expires, Royal Bank will attempt to redeposit the value of the e-Transfer in the Account from which the funds originated or, at Royal Bank's sole discretion, either deposit the value of such e-Transfer into another of the Customer's Accounts or hold the funds at a Royal Bank branch. Additional fees may apply.

5.7 Acxsys. If a Recipient claims an e-Transfer using the Acxsys payment service, but provides information for Acxsys which is insufficient or incorrect, Acxsys may request additional or corrected information from the Recipient and deposit the money directly into an account provided by the Recipient to Acxsys.

5.8 Status of e-Transfer. The Customer is responsible for promptly verifying the status of e-Transfers by reviewing the applicable reports for this Service, and will immediately report any missing information or discrepancies in writing to Royal Bank.

6. Privacy and Confidentiality

6.1 Accuracy of Information. The Customer is responsible for the accuracy and completeness of all information provided in connection with this Service, including for ensuring a correct and operational email address and/or mobile number is provided for each Recipient, and for making any necessary changes. The Customer is responsible to ensure each Recipient has consented to the provision and use of the Recipient's contact information for the purposes of sending the e-Transfer using this Service, and otherwise to the extent necessary for the collection, use, and disclosure of the Recipient's information in connection with this Service.

6.2 Message Content. Royal Bank will not examine any optional message or information accompanying an e-Transfer, and Royal Bank assumes no responsibility for the contents of such messages or information. Communication should not be addressed to Royal Bank, any other financial institution, or Acxsys, using the optional message. The Customer is responsible for the contents of any messages or information sent or received using this Service, and is prohibited from sending or receiving a message or information that is potentially harmful in any way ("**Harmful Content**"). For greater certainty, "**Harmful Content**" includes: (i) information or content that is harmful to Royal Bank, the Recipient, or any other Person, (ii) personal information of an individual unless the individual has provided appropriate consent to the collection, use, and disclosure of the personal information in accordance with Applicable Laws, including personal information protection laws; (iii) a uniform resource identifier such as a uniform resource locator (URL), hyperlink, Disabling Code, or deceptive or malicious content; (iv) content or information that is offensive, defamatory, illegal, relates to illegal activities, or the inclusion or transmission of which is otherwise in contravention of Applicable Laws; (v) content or information that infringes intellectual property rights; and/or (vi) content or information intended to market products or services. The Customer will indemnify and hold harmless Royal Bank for any Losses arising in connection with this Service, including as a result of any messages or information sent or received using this Service.

6.3 Personal Information. It is prohibited for messages to include personal health information or other sensitive personal information, including social insurance numbers or health numbers. Subject to this restriction,



to the extent a message includes any personal information or information about the Customer or any other Person, the Customer confirms appropriate consents to include the information in the message have been provided or obtained in compliance with Applicable Laws, including personal information protection laws.

6.4 Disclosure and Use. All information collected by, and provided to, Royal Bank in connection with this Service may be used and disclosed to other Persons, including Acxsys and other financial institutions, to the extent necessary in connection with this Service. The Customer also authorizes Royal Bank and Acxsys to use this information for preparing, using, and distributing statistical, profiling, performance, or operation reports relating to this Service. For greater certainty, this consent is in addition to any other consent provided by the Customer with respect to the collection, use, and disclosure of information.

7. Intellectual Property

7.1 Prohibited Use. It is prohibited to reproduce, republish, download, post, transmit, distribute, modify, or otherwise use, in whole or in part, in any form whatsoever, any trademarks, logos, works, or other intellectual property in this Service, including text, images, illustrations, software, HTML codes, audio clips, or videos, and whether belonging to Royal Bank, Acxsys, or any other Person, except to the extent permitted in writing by Royal Bank.

8. Termination

8.1 Termination by Acxsys. In addition to other termination rights in the Agreement, Royal Bank may suspend or terminate this Service, in whole or in part, immediately, without prior notice if required by Acxsys or if this Service is no longer available.

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