



**MASTER CLIENT AGREEMENT FOR BUSINESS CLIENTS
US Cross-border Banking Service Materials**

These are Service Materials for Royal Bank's US Cross-border Banking Services (defined below), 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 not defined herein 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.

2. Description of Service

2.1 Description of Service. These Service Materials apply in addition to the Legal Terms and Conditions to any Royal Bank product or service that can be used to make payments to or from the United States, including Royal Bank's U.S. Par Crossed Service and US ACH Direct Deposits and Payments Services ("US Cross-border Banking Services").

3. Compliance Obligations

3.1 Applicable Laws. In accordance with the Legal Terms and Conditions, the Customer is required to comply with all Applicable Laws in connection with all Services used by the Customer, as well as the policies, procedures, and guidelines prescribed by Royal Bank. For greater certainty, in connection with Royal Bank's US Cross-border Banking Services, the Customer is required to comply with Applicable Laws in the United States and the restrictions prescribed by Royal Bank for US Cross-border Banking Services.

3.2 Sanctions. Neither the Customer nor any of its subsidiaries or any director, officer, employee, nor, to the knowledge of the Customer, any agent, controlled affiliate or representative of the Customer, is, or is owned or controlled by a Person that is: (i) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control or Global Affairs Canada (collectively, "Sanctions"), nor (ii) located, organized, or resident in a country or territory that is the subject of Sanctions. Neither the Customer nor its subsidiaries have or will knowingly engage in any dealings, or transactions with, or have or will provide, directly or indirectly, any services to any Person, or in any country or territory, that at the time of the dealing, transaction, or service is the subject of Sanctions.

3.3 Information. In connection with US Cross-border Banking Services, all Customer information collected by, and provided to, Royal Bank may be used and shared in the United States, and the information will be subject to, and disclosed pursuant to, US Regulatory Authorities and Applicable Laws in the United States.

3.4 US Destined Payments Only. US Cross-border Banking Services may only be used to make payments destined to or from a Person located in Canada or the United States.

3.5 Direct Obligations. US Cross-border Banking Services may only be used to make payments to or from a Person with a direct service or product relationship with the Customer such as a direct supplier, customer, or employee of the Customer located in the US. The Customer will ensure no payments are made for or on behalf of any Person other than the Customer.

3.6 Ongoing Use. US Cross-border Banking Services must remain active with a minimum of one transaction conducted by the Customer within each 365 day period.

3.7 Termination. In addition to other termination rights in the Agreement, Royal Bank may suspend or terminate any US Cross-border Banking Services, in whole or in part, without prior notice, in the event the Customer does not comply with these terms and conditions.

4. Indemnity and Disclaimer

4.1 Indemnity. The Customer will indemnify and hold harmless Royal Bank and any other Person who suffers any Losses as a result of the Customer's use of US Cross-border Banking Services. Royal Bank is not responsible or liable for any Losses incurred by the Customer or any other Person as a result of the Customer's use of US Cross-border Banking Services.