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These Service Materials for the RBC Royal Bank® Commercial Card Program (“**Commercial Card Program Service Materials**”) form part of the Master Client Agreement for Business Clients (“**Agreement**”) between Royal Bank and the Customer and are supplementary to the Legal Terms and Conditions of the Agreement (“**Legal Terms and Conditions**”). These Commercial Card Program Service Materials apply to Commercial Card Products only, not to Business Card Products, except for the purpose of defining Card Facility Credit Limit, Temporary Credit Limit Amount and Total Credit Limit.

If there is any inconsistency between these Commercial Card Program Service Materials and the Legal Terms and Conditions, these Commercial Card Program Service Materials prevail to the extent of any inconsistency.

### 1. Definitions and Interpretation:

All capitalized terms not defined herein have the meaning given in “Part C-Glossary” of the Legal Terms and Conditions, and the rules of interpretation prescribed by the Legal Terms and Conditions also apply.

In addition, for the purposes of the Services provided through the Commercial Card Program, the following defined terms will be used:

“**Account**” means the Customer Account, the Cardholder Account or the Finance Office Account, as the case may be, to which Debt is charged.

“**Account Credit Limit**” means the Customer Account Credit Limit, the Cardholder Account Credit Limit or the Finance Office Account Credit Limit, as the case may be.

“**Account Statement**” means an Account’s monthly Billing Statement or Memo Statement, as the case may be, made available to the Relevant Party by Royal Bank, in electronic format through RBC NextLogic®, in paper format, or in any other alternative formats for accessibility purposes.

“**Agreement**” has the meaning given in the Legal Terms and Conditions and, for greater certainty, includes these Commercial Card Program Service Materials, any Documents in relation to RBC NextLogic or the RBC NextLogic Services and the Liability Waiver Insurance certificate that is provided to the Customer at Customer Account opening.

“**Authorized Person**” means a Person, identified as a Signing Authority on the Signature Card, having the power and authority to sign these Commercial Card Program Service Materials on behalf of the Customer and legally bind the Customer.

“**Billing Statement**” means the monthly Account Statement, made available to the Relevant Party by Royal Bank, displaying relevant Account information, including each transaction, interest and Fees posted to one or more Cardholder Accounts during the Account Statement period, as well as payment information such as the Minimum Payment and the Payment Due Date.

“**Business Card Product**” means a Royal Bank’s business card product, including the RBC® Visa<sup>®</sup> Business Platinum Avion®, RBC Business Cash Back Mastercard<sup>®</sup> or RBC Visa Business card product. Royal Bank may change this list at any time.

“**Card**” means any credit card issued to a Cardholder under the Commercial Card Program.

“**Card Facility Credit Limit**” means the amount of credit that Royal Bank grants to the Customer at the time the Commercial Card Program is established, and which represents the maximum aggregated amount of Debt that can remain outstanding and unpaid on all Business Card Product and Commercial Card Product accounts, collectively, belonging to the Customer. The Card Facility Credit Limit amount is disclosed in the box on the last page of these Commercial Card Program Service Materials. In certain circumstances, a Temporary Credit Limit Amount may be granted to the Customer in addition to the Card Facility Credit Limit.

“**Cardholder**” means an employee of the Employer to whom a Card is issued at the request of the Employer and whose name is embossed on the Card, who has been authorized by the Employer to make Purchases and/or incur other charges with the Card on behalf of the Employer, in accordance with the Employer’s internal policies and the terms of this Agreement. “You” or “your” means the Cardholder.

“**Cardholder Account**” means an account established by the Customer under a Customer Account, in the name of a Cardholder and in conjunction with the issuance of a Card, to which Debt may be charged. Only one (1) Card can be issued on any Cardholder Account.

“**Cardholder Account Credit Limit**” means the maximum amount of Debt that can remain outstanding and unpaid on a Cardholder Account.

“**Cardholder Agreement**” means the Document provided to each Cardholder by Royal Bank at Card issuance, outlining the terms and conditions for the use of the Card by the Cardholder.

“**Cash Advance**” means a type of transaction, including a cash withdrawal or a Quasi-Cash Transaction, charged to a Cardholder Account.

“**Cash Advance Interest Rate**” means the annual interest rate applicable to Cash Advances. The Cash Advance Interest Rate is shown on each Billing Statement.

“**Commercial Card Product**” means a Royal Bank commercial card product, including the RBC Commercial Avion Visa (“**Commercial Avion**”), RBC Commercial Cash Back Visa (“**Commercial Cash Back**”), RBC Commercial U.S. Dollar Visa (“**Commercial U.S. Dollar**”) or RBC Commercial Visa (“**Commercial Visa**”) card product. Royal Bank may change this list at any time.

“**Commercial Card Program**” means the program established in accordance with these Commercial Card Program Service Materials, pursuant to which Royal Bank will issue Cards to Employees of the Customer and provide the Customer and Cardholders access to RBC NextLogic.

“**Customer**” means the legal entity identified in the “Authorization and Execution” section of these Commercial Card Program Service Materials as the Customer.

“**Customer Account**” means an account established by Royal Bank in the name of the Customer, tied to a 16-digit number, under which one or more Cardholder Accounts can be established by the Customer, and to which Debt may be charged. All Cardholder Accounts and Cards issued to Cardholders under any Customer Account form part of that Customer Account. A separate Customer Account is opened for each Commercial Card Product, and the Customer can have more than one Customer Account.

“**Customer Account Credit Limit**” means the maximum amount of Debt that can remain outstanding and unpaid on a Customer Account.

“**Debt**” means, on any day, the total amount owing to Royal Bank under these Commercial Card Program Service Materials. The Debt is made up of all amounts charged to each Account, including Purchases, Cash Advances, Interest and Fees.

“**Document**” has the meaning given in the Legal Terms and Conditions.

“**Electronic Channel**” has the meaning given in the Legal Terms and Conditions and, for greater certainty, includes RBC NextLogic.

“**Eligible Purpose**” means a purpose that is authorized by the Customer for the use of the Cards, Card numbers and Accounts.

“**Employee of the Customer**” means a physical person who is hired by the Customer to perform work for the Customer in return for payment, in accordance with the Customer’s internal policies.

“**Fee**” means a fee that applies to an Account, as set out in these Commercial Card Program Service Materials, Cardholder Agreement and in any other Document Royal Bank may send to the Relevant Party from time to time.

“**Finance Office**” means, where established by the Customer, one or more departments within the Customer where the consolidated Billing Statements for certain Cardholder Accounts may be sent for billing and payment purposes.

“**Finance Office Account**” means an account established by the Customer in the name of a Finance Office, tied to a 16-digit number, established at a level between the Customer Account and a Cardholder Account, and to which Debt may be charged. All Finance Office Accounts form part of that Customer Account and the Customer can have more than one Finance Office Account.

“**Finance Office Account Credit Limit**” means the maximum amount of Debt that can remain outstanding and unpaid on a Finance Office Account.

“**Grace Period**” means the number of days between the last Statement Date and the Payment Due Date for an Account.

“**Interest Rate**” means either the Cash Advance Interest Rate or the Purchase Interest Rate and Interest Rates means both the Cash Advance Interest Rate and the Purchase Interest Rate.

**“Lead Program Administrator”** means an Employee of the Customer, designated as such by the Customer to manage the Commercial Card Program on behalf of the Customer, and whose responsibilities are described in the “Roles, Obligations and Responsibilities of the Lead Program Administrator(s)” sub-section of these Commercial Card Program Service Materials.

**“Liability Waiver Insurance”** means the RBC Royal Bank Liability Waiver Insurance made available to the Customer with the Commercial Card Program.

**“Losses”** has the meaning given in the Legal Terms and Conditions.

**“Memo Statement”** means the monthly Account Statement made available to the Relevant Party by Royal Bank, in a memo format, displaying relevant Account information, including each transaction, interest and Fees posted to one or more Cardholder Accounts during the Account Statement period. For greater certainty, no payment information such as the Minimum Payment or the Payment Due Date appears on a Memo Statement.

**“Merchant Category Code”** means the code established by a payment network that identifies and classifies goods or services offered by a merchant.

**“Merchant Category Code Group”** means one or more Merchant Category Codes grouped together by Royal Bank.

**“Minimum Payment”** means the amount indicated as such on each Billing Statement.

**“New Balance”** means the amount indicated as such on each Billing Statement.

**“Payment Due Date”** means the date indicated as such on each Billing Statement.

**“Person”** has the meaning given in the Legal Terms and Conditions.

**“PIN”** means the personal identification number used by a Cardholder to perform certain transactions with a Card, including Purchases at points of sale and cash withdrawals at ATMs.

**“Program Administrator”** means an employee of the Employer designated as such by the Employer to manage the Commercial Card Program on behalf of the Employer.

**“Purchase”** means a purchase of goods or services (or both) that is charged to a Cardholder Account. A Purchase may be made with or without the use of a physical Card.

**“Purchase Interest Rate”** means the annual interest rate applicable to Purchases. The Purchase Interest Rate is shown on each Billing Statement.

**“Quasi-Cash Transaction”** means a transaction that is similar or easily converted to cash and that Royal Bank treats as a Cash Advance, including money orders, wire transfers, travellers’ cheques and gaming transactions (including betting, off-track betting, race track wagers and casino gaming chips).

**“RBC Express”** means an Internet-based transaction and information service offered by Royal Bank, designed specifically to meet the cash management needs of business clients.

**“RBC NextLogic”** means the online tool provided by Visa (also referred to as “Visa IntelliLink Spend Management”) which enables the Employer to self-manage its Commercial Card Program and allows Cardholders to access information on the Account, including consulting and searching their transactions, and retrieving the Account Statements.

**“RBC NextLogic Services”** means the data services that provide Account and transaction information to Customers for better expense management related to the Commercial Card Program, including Cardholder transaction data and enhanced data (data that provides more descriptive transaction information), reports, analysis and other services available to the Customer under RBC NextLogic from time to time.

**“Relevant Party”** means the Customer, the Cardholder or a Finance Office, as the case may be.

**“Royal Bank”** means Royal Bank of Canada.

**“Secondary Program Administrator”** means an Employee of the Customer, designated as such by the Customer or a Lead Program Administrator to assist the Lead Program Administrator(s) in managing the Commercial Card Program, and whose responsibilities are described in the “Roles, Obligations and Responsibilities of the Secondary Program Administrator(s)” sub-section of these Commercial Card Program Service Materials.

**“Security Device”** has the meaning given in the Legal Terms and Conditions.

**“Service”** has the meaning given in the Legal Terms and Conditions and includes the Commercial Card Products, the Cards, RBC NextLogic and the RBC NextLogic Services.

**“Signature Card”** means the “Master Client Agreement for Business Clients – Signature Card” on which Signing Authorities, including certain Program Administrators, are identified.

**“Signing Authority”** means each Person identified as such on the Signature Card.

**“Statement Date”** means the date on which the Account Statement is prepared.

**“Temporary Credit Limit Amount”** means the amount of credit that Royal Bank may grant to the Customer at the time the Commercial Card Program is established, for a limited period of time and in addition to the Card Facility Credit Limit, in order to facilitate the transition of Customer’s Business Card Product accounts to Commercial Card Product accounts, provided the Customer meets certain conditions established by Royal Bank. When applicable, the Temporary Credit Limit Amount is disclosed in the box on the last page of these Commercial Card Program Service Materials.

**“Terms of Use”** means the terms of use, established by Visa, that each User will be asked to read and agree with upon first log-in to RBC NextLogic or upon first use of applicable RBC NextLogic Services, and from time to time thereafter when prompted by Visa.

**“Total Credit Limit”** means the sum of the Card Facility Credit Limit and the Temporary Credit Limit Amount, when applicable.

**“Unauthorized Charge”** has the meaning given under the Liability Waiver Insurance.

**“User”** means each authorized user of RBC NextLogic and/or the RBC NextLogic Services.

**“Visa”** means Visa Canada Corporation, Visa Inc., Visa International Service Association, Visa Worldwide Pte Limited, and Visa U.S.A. Inc. including their subsidiaries and/or their affiliated entities.

## **2. Establishment of the Commercial Card Program :**

At the request of the Customer and subject to the approval of Royal Bank, the Customer and Royal Bank will establish the Commercial Card Program in accordance with such documentation as may be specified by Royal Bank. The Customer will provide Royal Bank with any credit and financial information about the Customer, including financial statements, that Royal Bank may request from time to time in order to establish and maintain the Commercial Card Program. Once the Commercial Card Program is established, the Customer will create Cardholder Accounts through RBC NextLogic and Royal Bank will issue Cards to Employees of the Customer designated by the Customer. Cards can only be issued to Employees of the Customer.

Upon commencement of the Commercial Card Program, the Customer may be required to provide Royal Bank with a business account number at Royal Bank against which certain costs under these Commercial Card Program Service Materials may be debited.

## **3. General Terms**

This Agreement applies to each Customer Account and to each Account under such Customer Account. It also applies if Royal Bank sends a renewal or replacement Card to a Cardholder.

By executing these Commercial Card Program Service Materials, the Customer has requested the benefits and services provided automatically with the Commercial Card Product(s). Royal Bank may fulfill some of these services through third parties. These third parties, and not Royal Bank, are responsible to the Relevant Party for the benefits and services offered or provided by them.

Different types of Commercial Card Products come with different features. Optional features may be available at an additional cost to the Customer. If the Customer requests any of these optional features, Royal Bank may send the Customer a separate Document outlining any additional terms and conditions for the optional feature(s).

Royal Bank will provide each Cardholder with a Cardholder Agreement at Card issuance, outlining the terms and conditions for the use of the Card by the Cardholder.

Cards remain the property of Royal Bank.

## **4. Roles, Obligations and Responsibilities**

### **4.1. Of the Customer**

As part of the Commercial Card Program, the Customer’s obligations and responsibilities include:

- (a) establishing strategies, goals, policies and procedures for the Commercial Card Program;
- (b) creating and implementing a policy and controls concerning the use of Cardholder Accounts and Cards, including limiting their use to Eligible Purposes;
- (c) establishing controls to enforce the Customer’s rules and policies and inform Cardholders of such controls;
- (d) designating one or more Employee(s) of the Customer to be a Lead Program Administrator, in accordance with policies established by Royal Bank from time to time, whose responsibilities are described in the “Roles, Obligations and Responsibilities of the Lead Program Administrator(s)” sub-section of these Commercial Card Program Service Materials;
- (e) designating one or more Employee(s) of the Customer to be a Secondary Program Administrator, in accordance with policies established by Royal Bank from time to time, whose responsibilities are described in the “Roles, Obligations and Responsibilities of the Secondary Program Administrator(s)” sub-section of these Commercial Card Program Service Materials;

- (f) authorizing Royal Bank to rely on all instructions, directions, authorizations and other communications Royal Bank receives from the Authorized Persons, Program Administrators and Users in connection with the Commercial Card Program, whether communicated verbally, through Electronic Channel or in writing, and remaining liable for all such instructions, directions, authorizations and other communications;
- (g) remaining liable for all Debt under the Card Facility Credit Limit, or the Total Credit Limit when applicable, except as otherwise specifically set out in these Commercial Card Program Service Materials;
- (h) ensuring payments are made on time on Accounts, in accordance with these Commercial Card Program Service Materials;
- (i) auditing its expense management program to ensure compliance with the policies and procedures implemented by the Customer in connection with the Commercial Card Program, and ensuring that any audit program includes a process by which the Customer can monitor the instructions provided by the Authorized Person, Program Administrators and Users to Royal Bank; and
- (j) making changes to, or terminating the Commercial Card Program.

#### 4.2. Of the Lead Program Administrator(s)

As part of the Commercial Card Program, the Customer may decide to designate one or more Lead Program Administrator(s). A Lead Program Administrator's responsibilities include:

- (a) managing the Commercial Card Program on the Customer's behalf, including helping with the initial onboarding and set-up process, as well as performing day-to-day and maintenance activities;
- (b) acting as the primary contact for Cardholders and Users;
- (c) acting as the main administrator in RBC NextLogic, including setting-up new Users and maintaining User and User information up-to-date;
- (d) being responsible for User training in RBC NextLogic;
- (e) authorizing Royal Bank to process Cardholder Account requests and issue Cards;
- (f) performing various changes on Cardholder Accounts through RBC NextLogic, including changing Cardholder profiles and Cardholder Account Credit Limits;
- (g) maintaining Cardholder files;
- (h) designating one or more Employees of the Customer to be a Secondary Program Administrator, whose responsibilities are described in the "Roles, Obligations and Responsibilities of the Secondary Program Administrator" sub-section of these Commercial Card Program Service Materials;
- (i) informing Royal Bank if it becomes aware of a lost or stolen Card;
- (j) reporting immediately to Royal Bank any fraudulent transaction or suspected fraudulent transaction on an Account or in RBC NextLogic, any unauthorized access or suspected unauthorized access to RBC NextLogic, any unauthorized use or suspected unauthorized use of a User's Security Device or any other breach of security in connection with an Account, RBC NextLogic or any of the RBC NextLogic Services;
- (k) contacting Royal Bank immediately and following the instructions provided by Royal Bank if an Unauthorized Charge is posted to a Cardholder Account by a Cardholder;
- (l) revoking use of the Card and access to RBC NextLogic when a Cardholder's employment has been terminated or a Cardholder otherwise ceases to be a Cardholder;
- (m) tracking and reporting on the Commercial Card Program;
- (n) managing Finance Offices;
- (o) ensuring that no offensive language or words are permitted to be used or embossed on Cards;
- (p) approving the Billing Statements and making payments on behalf of the Customer, as described in the "Responsibility For Making Payments" sub-section of these Commercial Card Program Service Materials; and
- (q) arranging for pre-authorized debits on behalf of the Customer, in order for Royal Bank to automatically process payments on the Payment Due Date each month, as described in the "Making Payments" sub-section of these Commercial Card Program Service Materials.

A Lead Program Administrator must be formally identified as a Signing Authority on the Signature Card in order to receive servicing directly from Royal Bank.

#### 4.3. Of the Secondary Program Administrator(s)

As part of the Commercial Card Program, the Customer or a Lead Program Administrator may decide to designate one or more Secondary Program Administrator(s). The responsibilities of the Secondary Program Administrator(s) may vary and depend on the permissions set by the Customer or a Lead Program Administrator, but their primary responsibility is to provide support to the Lead Program Administrator(s) in managing the Commercial Card Program.

Secondary Program Administrator(s) can only receive servicing on RBC NextLogic navigation and technical support and cannot make Account changes.

In the event that no Secondary Program Administrator is designated, the Lead Program Administrator(s) is/are responsible for managing the Commercial Card Program alone.

### 5. RBC NextLogic

As part of the Commercial Card Program, Royal Bank offers the Customer and Cardholders access to RBC NextLogic and the RBC NextLogic Services, on the following terms and conditions.

#### 5.1. Customer's acknowledgement

The Customer acknowledges that:

- (a) RBC NextLogic and the RBC NextLogic Services are provided by Visa and the Terms of Use have been established solely by Visa, not Royal Bank;
- (b) information collected by Visa in connection with the use of RBC NextLogic and the RBC NextLogic Services will be used in accordance with Visa's privacy policy, accessible from the Terms of Use;
- (c) the terms "Services", "Visa Online" and "Visa Commercial Services" used in the Terms of Use have the same meaning as RBC NextLogic and RBC NextLogic Services;
- (d) all information and data contained in RBC NextLogic remain the property of Royal Bank;
- (e) Royal Bank is not in any way responsible for the availability of such RBC NextLogic Services at any time or their accuracy thereof;
- (f) Royal Bank is not in any way responsible for the reliability or accuracy of any tax management tools available through RBC NextLogic and expressly disclaims all warranties in connection with any tax calculation, estimation or information provided by such tax management tools. Royal Bank does not provide tax, legal or accounting advice and the Customer should consult its own professional advisors before acting or relying on any tax-related information displayed in RBC NextLogic for tax reporting purposes;
- (g) Royal Bank specifically disclaims any implied warranty of merchantability or fitness for a particular purpose of the RBC NextLogic Services;
- (h) Royal Bank and Visa have entered into an agreement that allows Users who are also users of RBC Express® to access RBC NextLogic directly from RBC Express, using limited information from the User and relying mostly on the credentials provided by Royal Bank to access RBC Express ("Single Sign-On"), as opposed to requiring such Users to re-enter the separate credentials provided by Visa to access RBC NextLogic, provided such Users have successfully logged in to RBC NextLogic separately at least once; and
- (i) Royal Bank is not responsible for any data integration (including accuracy of data, security of data and connecting different providers) between Visa and a third party software provider or any other endpoint (including the Customer), where applicable.

#### 5.2. Customer's Obligations

The Customer will:

- (a) create and implement a policy and controls concerning the use of RBC NextLogic by the Users in order to:
  - (i) ensure each User is properly authorized to use RBC NextLogic and the applicable RBC NextLogic Services on its behalf, and that each User complies with the Commercial Card Program Service Materials and the Terms of Use;
  - (ii) ensure all Users maintain the confidentiality of all Security Devices and RBC NextLogic credentials, including their passwords, User names and other identification, such as their Single Sign-On credentials, if applicable;
  - (iii) establish a methodology for adding or cancelling Users; and
  - (iv) ensure that all Users are familiar with the processes, required file formats and procedures for RBC NextLogic and the RBC NextLogic Services, all as outlined in the applicable RBC NextLogic implementation guides and documentation provided to the Customer;
- (b) remain responsible for maintaining the confidentiality of all Security Devices and RBC NextLogic credentials, including passwords, User names and other identification, such as Single Sign-On credentials, if applicable;
- (c) remain responsible for all activities that occur through the use of RBC NextLogic and the RBC NextLogic Services, whether accessed through Single Sign-On or not, including fraud, malfeasance, unauthorized transactions, and any actions or omissions of the Customer, the Users, or any other Person;
- (d) remain liable, as well as indemnify and hold harmless Royal Bank from and against all Losses, including any losses, claims, damages of any kind (including direct, indirect, special, incidental, consequential or punitive), costs, fees, charges,

expenses or other liabilities relating to the use of RBC NextLogic or the RBC NextLogic Services by the Customer, the Users or any other Person, whether accessed through Single Sign-On or not, and for all activities performed by each such Person in RBC NextLogic;

- (e) pay such fees and charges as may be required to use RBC NextLogic, including any implementation fees, training fees and additional work fees;
- (f) select French or English as the language of choice to be used by Users when accessing RBC NextLogic and be responsible for complying with any applicable language laws;
- (g) be responsible for loading certain organizational and other Customer-specific data into RBC NextLogic in a file format specified by the Terms of Use; and
- (h) use the RBC NextLogic Services solely for its own use and not disclose information derived from the RBC NextLogic Services.

### 5.3. User's Obligations

Royal Bank, at the request of the Customer, will arrange for the Lead Program Administrator(s) to become a User of RBC NextLogic and the RBC NextLogic Services.

A Lead Program Administrator will arrange for the Secondary Program Administrator(s), if any, as well as Cardholders and any other Person to become a User of RBC NextLogic and have access to applicable RBC NextLogic Services.

Upon first log-in to RBC NextLogic, upon first use of applicable RBC NextLogic Services and from time to time thereafter when prompted by Visa, each User will be asked to read the Terms of Use and agree with them. A User who does not agree with such Terms of Use will not be able to access RBC NextLogic and use the RBC NextLogic Services.

In addition, each User:

- (a) is responsible for complying with the Terms of Use and Royal Bank, the Customer or Visa may immediately revoke the access to RBC NextLogic of any User who does not comply with such Terms of Use;
- (b) must be familiar and comply with the processes, required file formats and procedures for RBC NextLogic and the RBC NextLogic Services, all as outlined in the Customer's internal policies;
- (c) must maintain the confidentiality of their Security Devices and RBC NextLogic credentials, including their passwords, User names and other identification, such as Single Sign-On credentials, if applicable; and
- (d) must maintain the confidentiality of any information that is contained in or retrieved from RBC NextLogic, such as, but not limited to, data files, Account Statements and reports.

## 6. Credit Limits

### 6.1. Card Facility Credit Limit

The Card Facility Credit Limit represents the amount of maximum credit available for all Customer Accounts and Business Card Product account(s), collectively.

At the time the Commercial Card Program is established, Royal Bank will set the Card Facility Credit Limit, disclosed in the box on the last page of these Commercial Card Program Service Materials.

If the Customer requests and is granted a Temporary Credit Limit Amount, in addition to the Card Facility Credit Limit, that Temporary Credit Limit Amount (and therefore, the Total Credit Limit), will be available for the term established by Royal Bank and disclosed in the box on the last page of these Commercial Card Program Service Materials.

At the end of that period, the Temporary Credit Limit Amount will no longer be available and the Total Credit Limit will revert back to the Card Facility Credit Limit.

The Customer must observe the Card Facility Credit Limit, or the Total Credit Limit when applicable, such that the aggregate Debt under all of the Customer Accounts, if more than one, and the Business Card Product account(s), if any, must not exceed the Card Facility Credit Limit, or the Total Credit Limit when applicable. If it does, no additional Cardholder Accounts will be established and no more Cards will be issued under any Customer Account until the Debt which exceeds the Card Facility Credit Limit, or the Total Credit Limit when applicable, has been paid.

The Customer may request a change to the Card Facility Credit Limit by contacting Royal Bank. Royal Bank may decrease the Card Facility Credit Limit, or the Total Credit Limit when applicable, at any time, without the Customer's prior consent.

### 6.2. Customer Account Credit Limit

For each Commercial Card Product selected by the Customer, Royal Bank will set a Customer Account Credit Limit. The Customer Account Credit Limit represents the maximum credit available for all Cardholder Accounts under each Customer Account.

The Customer must observe the Customer Account Credit Limit, such that amounts owing on all Cardholder Accounts under each Customer Account must not exceed the Customer Account Credit Limit. However, Royal Bank may, from time to time (but is not required to), permit the Debt to exceed the Customer Account Credit Limit. Royal Bank

may also, at any time, refuse to permit the Debt owing on a Customer Account to exceed the Customer Account Credit Limit and require the Customer to pay any balances which exceed the Customer Account Credit Limit immediately.

The Customer may request an increase to one or more Customer Account Credit Limits by contacting Royal Bank, as long as the sum of all Customer Account Credit Limits and Business Card Product account credit limits remains less than, or equal to, the Card Facility Credit Limit, or the Total Credit Limit when applicable. Royal Bank may increase or decrease any Customer Account Credit Limit at any time, without prior notice to the Customer.

### 6.3. Cardholder Account Credit Limit

For each Cardholder Account, the Program Administrator will set a Cardholder Account Credit Limit through RBC NextLogic. The Cardholder Account Credit Limit represents the maximum credit available on a Cardholder Account.

Royal Bank will indicate to the Relevant Party the Cardholder Account Credit Limit on the Documents accompanying each Card when it is issued, and on each Billing Statement. The Program Administrator will be responsible for informing Cardholders of their Cardholder Account Credit Limit.

Each Cardholder must observe the Cardholder Account Credit Limit, such that amounts owing on a Cardholder Account must not exceed the Cardholder Account Credit Limit. However, Royal Bank may, from time to time (but is not required to), permit the Debt to exceed the Cardholder Account Credit Limit. Royal Bank may also, at any time, refuse to permit the Debt owing on a Cardholder Account to exceed the Cardholder Account Credit Limit and require the Customer to pay any balances which exceed the Cardholder Account Credit Limit immediately.

When the Debt owing on a Cardholder Account exceeds the Cardholder Account Credit Limit at any time during an Account Statement period, an "Overlimit Fee" is charged on that Cardholder Account, which will appear on the next Billing Statement.

The Program Administrator may increase or decrease any Cardholder Account Credit Limit at any time, through RBC NextLogic. Any increase to one or more Cardholder Account Credit Limits must remain less than, or equal to, the Customer Account Credit Limit. If the Customer consistently makes late payments or no payments, Royal Bank may reduce the Cardholder Account Credit Limit without prior notice to the Customer.

The Program Administrator can also set a shared Cardholder Account Credit Limit for multiple Cardholder Accounts, through RBC NextLogic, up to the Customer Account Credit Limit. In that case, the total of all Debt outstanding on all the Cardholder Accounts, collectively, must not exceed the Customer Account Credit Limit. This also means that the Debt charged to any Cardholder Account directly impacts the credit that remains available for the other Cardholder Accounts.

### 6.4. Finance Office Account Credit Limit

For a Finance Office Account, if applicable, the Program Administrator can set the Finance Office Account Credit Limit, through RBC NextLogic, up to the Customer Account Credit Limit. The Finance Office Account Credit Limit represents the maximum credit available for all Cardholder Accounts billed under such Finance Office Account.

The Customer must observe the Finance Office Account Credit Limit, such that amounts owing on all Cardholder Accounts assigned to a Finance Office Account must not exceed the Finance Office Account Credit Limit. However, Royal Bank may, from time to time (but is not required to), permit the Debt to exceed the Finance Office Account Credit Limit. Royal Bank may also, at any time, refuse to permit the Debt owing on a Finance Office Account to exceed the Finance Office Account Credit Limit and require the Customer to pay any balances which exceed the Finance Office Account Credit Limit immediately.

The Program Administrator may increase or decrease a Finance Office Account Credit Limit at any time, through RBC NextLogic. Any increase to one or more Finance Office Account Credit Limits must remain less than, or equal to, the Customer Account Credit Limit. If the Customer consistently makes late payments or no payments, Royal Bank may reduce the Finance Office Account Credit Limit without prior notice to the Customer.

### 6.5. Currency Fluctuation

The Card Facility Credit Limit, or the Total Credit Limit when applicable, is established in Canadian dollars for all Commercial Card Products and Business Card Products, even though some of these products are billed in U.S dollars.

If, at any time and for any reason, including daily currency fluctuations, the amount of any Account Credit Limit is, when the U.S dollar amount of Debt under any such Account Credit Limit is converted to the equivalent amount in Canadian dollars, exceeded, the Customer shall immediately repay such excess to Royal Bank.

## 7. Program Billing Types

At the time Royal Bank and the Customer establish the Commercial Card Program, the Customer will have to choose between two (2) billing option types for each Customer Account that is opened: corporate billing ("**Corporate Billing**") or individual billing ("**Individual Billing**").

The Customer can also decide to combine Corporate Billing or Individual Billing with Finance Office billing (“**Finance Office Billing**”) for a Customer Account, at any time.

These designations provide the means by which Royal Bank will bill the Relevant Party.

Once Corporate Billing or Individual Billing has been selected for a Customer Account, the Customer cannot change the selected choice unless the entire Customer Account is closed and a new one opened. The Customer can however add Finance Office Billing to, or remove Finance Office Billing from, a Customer Account at any time, without having to close the Customer Account and open a new one.

### **7.1. Corporate Billing**

#### **(a) Not combined with Finance Office Billing**

If Corporate Billing has been selected for a Customer Account, Royal Bank will provide the Customer with a single and aggregated monthly Billing Statement for all Cardholder Accounts established under that Customer Account, collectively, and will provide each individual Cardholder who has a Cardholder Account established under that Customer Account with a monthly Memo Statement for the Cardholder Account.

The Customer who selects Corporate Billing hereby consents to the receipt of the Billing Statement in this manner and acknowledges that it is its responsibility to retrieve the Billing Statement in RBC NextLogic and verify it on a monthly basis. The Customer must also instruct individual Cardholders to retrieve the Memo Statement and verify it on a monthly basis.

#### **(b) Combined with Finance Office Billing**

If a combination of Corporate Billing and Finance Office Billing has been selected for a Customer Account, Royal Bank will provide the Customer with a single and aggregated monthly Billing Statement for all Cardholder Accounts established under a Finance Office Account, and provide the Finance Office and individual Cardholders with a Memo Statement. For the remaining Cardholder Accounts not established under a Finance Office Account, Royal Bank will provide the Account Statements as described in the sub-section 7.1(a) above.

The Customer who selects Corporate Billing combined with Finance Office Billing hereby consents to the receipt of the Billing Statements in this manner and acknowledges that it is its responsibility to retrieve the Billing Statements and verify them on a monthly basis. The Customer must also instruct the Finance Office(s) and individual Cardholders to retrieve the Memo Statement and verify it on a monthly basis.

### **7.2. Individual Billing**

#### **(a) Not combined with Finance Office Billing**

If Individual Billing has been selected for a Customer Account, Royal Bank will provide the Cardholder with an individual monthly Billing Statement for the Cardholder Account, and will provide the Customer with a single and aggregated monthly Memo Statement for all Cardholder Accounts established under a Customer Account.

The Customer who selects Individual Billing hereby consents to the receipt of the Memo Statement in this manner and acknowledges that it is its responsibility to retrieve the Memo Statement in RBC NextLogic and verify it on a monthly basis. The Customer must also instruct individual Cardholders to retrieve the Billing Statement and verify it on a monthly basis.

#### **(b) Combined with Finance Office Billing**

If a combination of Individual Billing and Finance Office Billing has been selected for a Customer Account, Royal Bank will provide the Finance Office with a single and aggregated monthly Billing Statement for all Cardholder Accounts established under that Finance Office Account, and the Customer and individual Cardholders with a Memo Statement. For the remaining Cardholder Accounts not established under a Finance Office Account, Royal Bank will provide the Account Statements as described in the sub-section 7.2(a) above.

The Customer who selects Individual Billing combined with Finance Office Billing hereby consents to the receipt of the Memo Statements in this manner and acknowledges that it is the responsibility of the Finance Office and the Cardholders to retrieve the Billing Statement and verify it on a monthly basis. The Customer must also instruct the Finance Office and individual Cardholders to retrieve the Billing Statement and verify it on a monthly basis.

### **7.3. Account Statements, Verification and Disputes**

Each month, Royal Bank will make the Account Statements available electronically, through RBC NextLogic. The Account Statements will remain available to the Relevant Party in RBC NextLogic for consultation and printing at no charge for twelve (12) months following the Statement Date. They may also be retrieved after twelve (12) months, and/or be provided in paper format upon request of the Relevant Party, for a Fee. Account Statements are also available in other alternative formats for accessibility purposes, upon request of the Relevant Party. Royal Bank will not provide an Account Statement if there has been no activity on the Account during an Account Statement period and no Debt is owing.

If the date on which Royal Bank would ordinarily prepare an Account Statement falls on a date for which Royal Bank does not process statements (for example, weekends and certain holidays), Royal Bank will prepare the Account Statement on the next statement processing day. The Payment Due Date will be adjusted accordingly.

Each month, the Relevant Party will be responsible for ensuring that it has promptly examined the Account Statement and each transaction, Interest Rate, charge and Fee recorded on it. The Relevant Party will notify Royal Bank of any error, omission or objection to an Account Statement, or to an entry or balance recorded on it, within thirty (30) days from the Statement Date shown on that Account Statement.

If the Relevant Party does not notify Royal Bank as required, Royal Bank is entitled to treat the Account Statement entries and balances as complete, correct and binding on the Customer and Royal Bank will be released from all claims by the Customer in respect of those Account Statement, entries and balances.

## **8. Payments**

### **8.1. Responsibility For Making Payments**

The Customer will establish a policy and designate Persons who will be responsible for approving the Billing Statements and making the monthly payments on its behalf.

Regardless of whether Corporate Billing, Corporate Billing combined with Finance Office Billing, Individual Billing or Individual Billing combined with Finance Office Billing has been selected for a Customer Account, it is always the Customer’s ultimate responsibility to make sure payments are made by the Payment Due Date indicated on each Billing Statement.

### **8.2. Making Payments**

#### **(a) Instructions**

All payments must be made in accordance with the instructions indicated at [www.rbc.com/payments](http://www.rbc.com/payments).

For a Customer Account which is in Canadian dollars, regardless of whether Corporate Billing, Corporate Billing combined with Finance Office Billing, Individual Billing or Individual Billing combined with Finance Office Billing has been selected, payments from a Canadian dollar account can be made by mail, at a Royal Bank branch in Canada, at an ATM that processes such payments, through Royal Bank telephone service or at certain other financial institutions that accept such payments, by registering the Account as a “Bill Payment” for this purpose. Payments can also be made through Royal Bank online banking services, such as RBC Express.

For a Customer Account which is in U.S. dollars, regardless of whether Corporate Billing, Corporate Billing combined with Finance Office Billing, Individual Billing or Individual Billing combined with Finance Office Billing, has been selected, (i) payments from a U.S. dollar account can be made by mail, through Royal Bank telephone service or through RBC Express, and (ii) payments from a Canadian dollar account can be made by mail or through RBC Express.

The Customer or the Lead Program Administrator(s) can also ask Royal Bank to process its payments automatically on the Payment Due Date each month as a pre-authorized debit (“PAD”) from a deposit account in Canada in Canadian dollars (in U.S. dollars for the Commercial U.S. Dollar Card), with Royal Bank or another financial institution that the Customer designate for that purpose. The Customer may be required to execute and provide Royal Bank with a pre-authorized debit agreement or other Document requested by Royal Bank for such purpose, in form and substance satisfactory to Royal Bank.

The Customer may choose the PAD to either be the Minimum Payment, or the New Balance. If the Customer asks Royal Bank to automatically process payments as a PAD, the Customer will be bound by the terms and conditions set out in Rule H1 of the Rules of Payments Canada, as amended from time to time, as well as these Commercial Card Program Service Materials and the Legal Terms and Conditions. The Customer also waives any pre-notification requirements that exist where variable payment amounts are being authorized. The Customer may notify Royal Bank at any time if it wishes to revoke its authorization for a PAD. A PAD may, under certain circumstances, be disputed for up to ninety (90) days. To obtain more information on Royal Bank’s rights against the Customer in connection with a PAD, the Customer may contact the financial institution that holds the bank account it has designated for the PAD or review the Rules at [www.payments.ca](http://www.payments.ca).

If any payment made by the Customer in respect of an Account is not honoured, or if Royal Bank must return it to the Customer because it cannot be processed, a “Dishonoured Payment Fee” will be charged and Customer Account privileges may be revoked or suspended. The Customer will not deduct or withhold, without the express consent of Royal Bank, any amount shown as due on any Billing Statement. Acceptance by Royal Bank of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute, will not affect any of Royal Bank’s rights to payment in full.

The payment terms set forth in these Commercial Card Program Service Materials supersede any agreement with regard to payment terms established between the Customer and the seller of goods or services or any payment terms that might be imputed to the Customer under Applicable Law for goods or services purchased using the Card.

#### **(b) When to make a Payment**

It is the Customer's responsibility to ensure that a payment on any Account is received by Royal Bank for credit to that Account by the Payment Due Date shown on each Billing Statement. Even when normal postal service is disrupted for any reason, payments must continue to be made on each Account.

Payments sent to Royal Bank by mail or made through another financial institution's branch, ATM or online banking service may take several days to reach Royal Bank. A payment is not credited to an Account and does not automatically adjust the available Account Credit Limit until Royal Bank has processed the payment. It may take several days to adjust the available Account Credit Limit depending on how the payment is made.

Except as otherwise set out in these Commercial Card Program Service Materials, the Customer may pay the Debt in respect to any Account in full or in part at any time.

#### **(c) Minimum Payment**

If Corporate Billing has been selected for a Customer Account, the Customer must, in connection with all Cardholder Accounts under that Customer Account, collectively, make one Minimum Payment by the Payment Due Date towards the Customer Account, equal to the lesser of (i) \$10.00, plus interest, plus Fees, or (ii) the sum of each Cardholder Account's New Balance, in order to keep the Cardholder Accounts (and thereby the Customer Account) up to date. A Customer who selects Corporate Billing may instead choose to make a Minimum Payment towards each individual Cardholder Account, as described below. If Individual Billing has been selected for a Customer Account, the Customer must, in connection with each Cardholder Account under that Customer Account, make the Minimum Payment by the Payment Due Date towards each Cardholder Account, equal to the lesser of (i) \$10.00, plus interest, plus Fees, or (ii) that Cardholder Account's New Balance, in order to keep the Cardholder Account (and thereby the Customer Account) up to date.

If Corporate Billing combined with Finance Office Billing or Individual Billing combined with Finance Office Billing, has been selected for a Customer Account, the Customer must, in connection with each Finance Office Account under that Customer Account, make one Minimum Payment by the Payment Due Date towards the Finance Office Account, equal to the lesser of (i) \$10.00, plus interest, plus Fees, or (ii) the sum of each Cardholder Account's New Balance assigned to that Finance Office Account, in order to keep the Cardholder Accounts (and thereby the Customer Account) up to date. A Customer who selects Corporate Billing combined with Finance Office Billing or Individual Billing combined with Finance Office Billing, may instead choose to make a Minimum Payment towards each individual Cardholder Account, as described above. If Individual Billing combined with Finance Office Billing has been selected for a Customer Account, a payment to the Customer Account will be rejected (i.e., payments must be made to the Finance Office Account and individual Cardholder Accounts).

Each of these amounts will be shown on each Billing Statement. Any past-due amount will be included in the Minimum Payment amount.

The Customer must also pay any amount that exceeds an Account Credit Limit immediately, even though Royal Bank may not yet have sent a Billing Statement on which that excess appears.

The Customer must keep each Account up-to-date at all times by at least making the Minimum Payment as described herein by the Payment Due Date each month, even if Royal Bank is delayed in or prevented from making available, for any reason, any one or more Billing Statements. The Customer must contact one of Royal Bank's branches or its Cards Customer Service using the contact information indicated on previous Billing Statements at least once a month during such a delay or interruption to obtain any payment information the Customer does not have and needs to know in order for the Customer to comply with its obligations under these Commercial Card Program Service Materials to make payments.

#### **(d) No Over Payment**

The Customer is not permitted to make a payment on an Account exceeding the Account Credit Limit, unless the Debt at the time of the payment is more than the Account Credit Limit.

If the Customer does in fact make a payment of more than the Account Credit Limit, such over payment will not have the effect of increasing the Account Credit Limit and/or providing the Customer with additional credit. Also, interest will not be paid on the positive balance. Any positive balance is not considered a deposit account for the purpose of insurance given by the Canada Deposit Insurance Corporation.

#### **(e) Payment Allocation**

When the Customer makes a payment, Royal Bank will apply the payment amount first to any interest, second to balances that have previously been billed and third, to the balance that has been billed on each Cardholder Account for the first time.

If the Customer makes a payment which exceeds the New Balance, Royal Bank will apply any payment in excess of the New Balance to amounts that have not yet appeared on a Billing Statement in the same manner as set out above.

Credits arising from returns or adjustments are generally first applied to transactions of a similar type, second to any interest and Fees, and the remainder to other Debt owing in the same manner as Royal Bank applies payments in excess of the Minimum Payment.

#### **(f) Overdue Accounts**

If the Minimum Payment as set out on a Billing Statement for an Account is not made, such amount becomes an overdue Debt and such Account becomes an overdue Account ("Overdue Account").

If Corporate Billing has been selected for a Customer Account, whether combined with Finance Office Billing or not, and the Overdue Account remains unpaid after thirty-one (31) days, Royal Bank will send the Customer a notice indicating that the Customer Account is an Overdue Account and that no further transactions (other than making a payment) may be made on any Account and Royal Bank may thereafter decline acceptance of any Cardholder Account under that Customer Account. If the Overdue Account remains unpaid after sixty-one (61) days, Royal Bank will again send the Customer a notice indicating that the Customer Account is an Overdue Account. If the Overdue Account remains unpaid after ninety-one (91) days, Royal Bank will revoke the Customer Account and all Cardholder Accounts under the Customer Account, cancel the Commercial Card Program, may commence to convert all Debt outstanding on the Customer Account to a demand loan and assign a "special loans" officer to manage the relationship.

If Individual Billing has been selected for a Customer Account, whether combined with Finance Office Billing or not, and the Overdue Account remains unpaid after thirty-one (31) days, Royal Bank will send the Customer a notice indicating that the Cardholder Account is an Overdue Account and that no further transactions (other than making a payment) may be made on that Cardholder Account. If the Overdue Account remains unpaid after sixty-one (61) days, Royal Bank will again send the Customer a notice indicating that the Cardholder Account is an Overdue Account. If the Overdue Account remains unpaid after ninety-one (91) days, Royal Bank will revoke the Cardholder Account. Royal Bank may also immediately revoke the Customer Account and all Cardholder Accounts under the Customer Account, cancel the Commercial Card Program, may commence to convert all Debt outstanding on the Customer Account to a demand loan and assign a "special loans" officer to manage the relationship.

The Customer will pay the Overdue Accounts and all other amounts due under the Accounts to Royal Bank. Royal Bank will not attempt to collect amounts due on a Cardholder Account from an individual Cardholder.

#### **(g) Pre-Authorized Bill Payments**

The Customer is responsible for any pre-authorized bill payments the Relevant Party has authorized merchants to charge to an Account, even after the Customer or Royal Bank closes the Account. If the Relevant Party wishes to discontinue any pre-authorized bill payment, the Relevant Party must contact the merchant in writing and then check a subsequent Billing Statement to ensure that the payments have, in fact, stopped. If the payments have not stopped despite the instructions of the Relevant Party to a merchant, Royal Bank may be able to help the Customer if Royal Bank is given a copy of the written request to the merchant.

As part of its policies and procedures related to the Commercial Card Program, the Customer will ensure that each Cardholder is required to provide the Program Administrator with a current list of pre-authorized bill payment arrangements with each payee that are to be paid using a Cardholder Account. Upon a Cardholder Account's closure, the Program Administrator is responsible for immediately notifying the payee of all such pre-authorized bill payment arrangements that are discontinued.

### **8.3. Liability for Debt**

Except as otherwise specifically set out in these Commercial Card Program Service Materials, the Customer is ultimately liable for all Debt charged to each Cardholder Account, including Debt resulting from transactions that are not for Eligible Purposes, no matter how it is incurred or who has incurred it, and even when the Customer selects Individual Billing and Royal Bank makes available the Billing Statements to the Cardholders and the Memo Statements to the Customer.

Royal Bank may use scanning, electronic or other reproduction of any Purchase or Cash Advance draft or other Document evidencing Debt to establish the liability of the Customer for that Debt. Upon request, Royal Bank will provide electronic or other

reproduction within a reasonable time frame of any Purchase or Cash Advance draft or other Document evidencing the Debt. Original records of Purchases may not be available in paper format. Digital records are valid to establish the accuracy of Royal Bank's records.

## 9. Collection, Use and Disclosure of Information

This section supplements the terms and conditions pertaining to the collection, use and disclosure of the Customer's information set forth in the Legal Terms and Conditions.

The Customer will, prior to requesting the issuance of a Card for an Employee of the Customer, obtain the following information with respect to each such Employee of the Customer: the legal first and last name, date of birth, personal home address and personal telephone number. The Customer must keep this information for at least seven (7) years after a Cardholder Account has been closed and must be provided to Royal Bank upon request, within thirty (30) days.

Royal Bank will, prior to issuing a Card to an Employee of the Customer, only obtain and keep the following information with respect to each such Employee of the Customer: the legal first and last name, business address, business email address, business phone number and employee identification number. However, in certain circumstances, Royal Bank may require the Customer to obtain such additional information or documentation as Royal Bank may require to verify the identity of an Employee of the Customer at a level sufficient to allow Royal Bank to issue a Card to such Employee of the Customer.

Even though a Card is issued to Cardholders at the Customer's request, Royal Bank's primary business relationship is with the Customer. Royal Bank will not ascertain the personal creditworthiness of any Cardholder by obtaining credit bureau reports on them, either at the time a Cardholder Account is opened or periodically thereafter. Royal Bank may however make other inquiries or checks about them as required by Applicable Law, such as law related to the prevention of money laundering and funding of terrorism.

Except as otherwise specified in this Agreement, Royal Bank will not communicate with Cardholders directly and will not send Cardholders any marketing promotion or offer. However, for Cardholders who are participants in the RBC Rewards® program, Royal Bank may communicate with these Cardholders if they have provided consent and their email address for that purpose.

The Customer consents to Royal Bank processing and analyzing information about how the Customer uses its Customer Account(s) and how Cardholders use the Cardholder Account to develop reports that may be made available to the Customer. Royal Bank will remain the owner of such information and reports and retain such information for so long as is appropriate for the purposes of these Commercial Card Program Service Materials or at a minimum as required by Applicable Law.

The Customer may request and receive reports from time to time, whether through RBC NextLogic Services or not, or otherwise have access to data and information pertaining to individual transactions and activities of Cardholders. The Customer will, as part of the Commercial Card Program, notify Cardholders and obtain any required consent from each Cardholder in accordance with Applicable Laws, to the collection, use and disclosure of such data and information, including to RBC NextLogic Services, to Royal Bank, to the Customer and to other third parties.

Royal Bank may provide information related to amounts charged to a Cardholder Account to selected merchants and suppliers used by the Cardholder, when requested by such merchants and suppliers to analyze business trends, Customer needs and generally for marketing purposes. Royal Bank will ensure that the provision of such data will be in a format non-attributable to the Cardholder or the Customer.

## 10. Fees and Charges

### 10.1. Interest Rates and Charges

The current Interest Rates are set out on each Billing Statement. They are expressed as annual percentage rates. The standard Interest Rates are shown in the chart outlined in the "Standard Annual Fees, Grace Periods and Interest Rates" section of these Commercial Card Program Service Materials. The Interest Rates may change from time to time.

If Corporate Billing has been selected for a Customer Account, whether combined with Finance Office Billing or not, the Customer can avoid interest on both Purchases and Fees on a Customer Account or a Finance Office Account by always paying the Customer Account's and/or Finance Office Account's New Balance in full on or before the Payment Due Date, every month. The New Balance is shown on each Billing Statement and is made up of the sum of all Purchases, Cash Advances, interest and Fees incurred on all Cardholder Accounts under a Customer Account or Finance Office Account, up to the Statement Date.

If Individual Billing has been selected for a Customer Account, whether combined with Finance Office Billing or not, the Customer can avoid interest on both Purchases and Fees on a Cardholder Account or a Finance Office Account by always paying the New Balance in full on or before the Payment Due Date, every month. The New Balance is

shown on each Billing Statement and is made up of all Purchases, Cash Advances, interest and Fees incurred on a Cardholder Account, or the sum of all Purchases, Cash Advances, interest and Fees incurred on all Cardholder Accounts under a Finance Office Account, up to the Statement Date.

If the Customer does not pay an Account's New Balance in full on or before the Payment Due Date, the Customer will lose the interest-free status for Purchases and Fees. If this happens, the Customer must pay interest on all Purchases and Fees shown on that month's Billing Statement as well as interest on all new Purchases and new Fees.

Interest is calculated from the transaction date, until the day Royal Bank posts a payment for the total amount owing. To regain the interest-free status on Purchases and Fees, the Customer must pay the Account's New Balance by the Payment Due Date. Interest on previously billed Purchases and Fees that has accrued since the end of the last Account Statement period to the date the payment in full of the New Balance is received, will appear on the next month's Billing Statement.

Cash Advances never benefit from an interest-free Grace Period. This means that interest is charged from the transaction date.

Fees are treated in the same manner as Purchases for the purpose of charging interest. The transaction date for a Fee is the date that the Fee is posted to the Account.

Royal Bank does not charge interest on interest.

Royal Bank calculates interest daily, however it only adds it to the Account monthly. The amount of interest Royal Bank charges on an Account is calculated as follows:

- Royal Bank adds the amount the Customer owes each day, and divides that total by the number of days in the Billing Statement period. This is the average daily balance; and
- Royal Bank multiplies the average daily balance by the applicable daily Interest Rate(s) (obtained by taking the annual Interest Rate(s) and dividing by the number of days in the year). Royal Bank then multiplies this value by the total number of days in the Billing Statement period to determine the interest Royal Bank charges.

If there is more than one applicable Interest Rate, Royal Bank calculates the amount of interest the Customer owes based on the average daily balances that apply to each Interest Rate.

Each Billing Statement will show the Minimum Payment, Payment Due Date, transaction and posting dates, and Interest Rates.

### 10.2. Currency of Fees

The currency of the Fees listed in these Commercial Card Program Service Materials is as follows:

- Canadian dollars: for the Commercial Avion, Commercial Cash Back and Commercial Visa Cards; and
- U.S. dollars: for the Commercial U.S. Dollar Card.

### 10.3. Standard Annual Fees, Grace Periods and Interest Rates

The following provides some guidance with respect to standard non-refundable annual fees, Grace Periods and standard Interest Rates for the Commercial Card Products.

The annual fee may be different from that shown in these Commercial Card Program Service Materials if the terms and conditions for other banking and related services the Customer has with Royal Bank provide otherwise. For each Card, an annual fee is charged on the first day of the month following the Cardholder Account opening (whether or not the Card is activated) and annually thereafter on the first day of that same month.

Commercial Card Product	Non-Refundable Annual Fees	Grace Period (days)	Interest Rate	
			Purchase Interest Rate	Cash Advance Interest Rate
	For each card			
RBC® Commercial Avion® Visa <sup>†</sup>	\$120	21	19.99%	21.99%
RBC® Commercial Cash Back Visa <sup>†</sup>	\$60	21	19.99%	21.99%
RBC® Commercial Visa <sup>†</sup>	\$30	21	19.99%	21.99%
RBC® Commercial U.S. Dollar Visa <sup>†</sup>	\$60	21	19.99%	21.99%

#### 10.4. Other Fees

**(a) Cash Advance Fee:** For all Commercial Card Products except the Commercial U.S. Dollar Card, when a Cardholder obtains the following types of Cash Advances, a \$3.50 fee for each transaction will be charged to the Cardholder Account, unless otherwise stated:

- (i) a cash withdrawal charged to a Cardholder Account at one of Royal Bank's branches or ATMs, or at any other financial institution's ATM, in Canada; or
- (ii) a Quasi-Cash Transaction charged to a Cardholder Account, in Canada.

If the Cash Advance occurs outside Canada, a \$5.00 fee will be charged each time.

For the Commercial U.S. Dollar Card only, if the Cash Advance occurs in the U.S., a \$3.50 USD fee will be charged each time and if the Cash Advance occurs outside the U.S., a \$5.00 USD fee will be charged each time.

Some factors outside of Royal Bank's control may influence whether the Cash Advance would be treated as a domestic or a foreign transaction. For example, if a Cash Advance is missing the country code, Royal Bank will assume the Cash Advance is a foreign transaction and a \$5.00 CAD or USD fee, depending on the Commercial Card Product, will be charged each time.

Cash Advance Fees are charged within three (3) business days from when the transaction is posted to the Cardholder Account.

**(b) Overlimit Fee:** If the balance on any Cardholder Account exceeds the Cardholder Account Credit Limit at any time during the Account Statement period, a \$29.00 fee will be charged to that Cardholder Account on the Statement Date and on each subsequent Statement Date if the balance remains over the limit. A maximum of one "Overlimit Fee" per Cardholder Account will be charged per Account Statement period.

**(c) Dishonoured Payment Fee:** If a payment is not processed because a financial institution returns a cheque or refuses a pre-authorized debit, a \$45.00 fee will be charged to the Account where the payment was posted, on the date the payment reversal is posted. This fee is in addition to any other fee charged for insufficient funds in the banking account.

**(d) Account Statement Paper Copy:** For each paper copy of an Account Statement, or for a reprint of an Account Statement, a \$5.00 fee will be charged to the Account within three (3) business days from when the copy was requested. Exceptions may be granted for Account Statements provided in an alternative format for accessibility purposes. For each Billing Statement update obtained from a Royal Bank branch in Canada or, if requested by the Customer only, at an ATM that provides Account Statement updates, a \$1.50 fee will be charged to the Account within three (3) business days from each Account Statement update obtained.

**(e) Transaction Receipt Copy Fee:** For a copy of any transaction receipt that relates to a transaction on the current Account Statement, no fee will be charged. Otherwise, a \$2.00 fee for each copy will be charged each time the situation occurs. Receipt copies are not always available for Purchases made using a Card with a PIN.

The Customer is responsible for paying all Fees.

#### 10.5. Foreign Currency Conversion

Except for the Commercial U.S. Dollar Card, which is billed in U.S. dollars, all transactions shown on an Account Statement are billed in Canadian currency.

The exchange rate shown on an Account Statement, to six decimal places, is calculated by dividing the converted Canadian dollar (CAD) amount, rounded to the nearest cent, by the transaction currency amount. It may differ from the original benchmark rate because of this rounding. The CAD amount charged to the Cardholder Account is 2.5% over the benchmark rate. Some foreign currency transactions are converted directly to CAD, while others may be converted first to U.S. dollars, then to CAD. In either case, the benchmark rate will be the actual exchange rate applied at the time of the conversion, and is generally set daily. The original benchmark rate at the time a transaction was converted may be obtained at [usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html](https://usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html).

If interest is being charged to the Cardholder Account, it will also be charged on the full value of foreign purchases, as determined by our exchange rate. For Commercial U.S. Dollar Cards, transactions are shown in U.S. dollars and the same principles will apply if an amount is charged in a currency other than U.S. dollars. If you have any questions, please contact RBC.

### 11. Cardholder Accounts and Card Use

#### 11.1. General

A Card can only be used by the Cardholder in whose name it has been issued and should only be used for an Eligible Purpose. Cardholders can use the Card or Card number for any Eligible Purpose including: (a) making Purchases, whether they buy in person, over the phone, using the Internet or by mail order; and (b) making cash withdrawals, which constitute Cash Advances, at one of Royal Bank's branches, at another financial institution or at an ATM.

The Customer may impose restrictions on all aspects of the use of a Card, including usage restriction to selected merchants based on Merchant Category Code Groups and adjustments to a Cardholder Account Credit Limit, so long as such restrictions comply with these Commercial Card Program Service Materials and Applicable Law.

If the Customer wishes to either prevent or restrict usage of Cards to selected merchants based on Merchant Category Codes, the Customer acknowledges that: (a) Royal Bank defines the Merchant Category Code Groups at its own discretion; (b) Royal Bank can only enforce Merchant Category Code restrictions to the extent it receives accurate Merchant Category Code data with the transaction authorization request; and (c) Royal Bank has no liability for transactions declined or approved contrary to the intent of the Customer.

The Customer is responsible for obtaining such agreements or commitments as it considers appropriate from Cardholders to govern their use of a Card.

#### 11.2. Debt Incurred Without a Card

If a Cardholder incurs Debt using the Card number only, such as for a Purchase using the Internet, the legal effect is the same as if the Cardholder had used the Card and signed a sales draft or receipt or entered the PIN.

#### 11.3. Cash Advances

Interest is always charged on a Cash Advance, from the day the Cash Advance is made. "Cash Advance Fees" also apply to certain Cash Advances. These fees are set out in the "Other Fees" sub-section of these Commercial Card Program Service Materials. The following types of transactions are treated as Cash Advances:

- (a) when a Cardholder makes a cash withdrawal from the Cardholder Account at a Royal Bank branch or ATM, or at any other financial institution's branch or ATM; and
- (b) when a Cardholder makes a Quasi-Cash Transaction.

If the Relevant Party is uncertain as to whether a particular transaction will be treated as a Cash Advance or as a Purchase, the Relevant Party should contact Royal Bank.

#### 11.4. If the Card Expires

The Card expires at the end of the month indicated on the Card. Cardholders must not use the Card or the Card number if the Card has expired or after the termination of these Commercial Card Program Service Materials. If anything is charged to a Cardholder Account after the Card has expired or after the termination of these Commercial Card Program Service Materials, the Customer is still responsible for and must pay the Debt on such Card.

#### 11.5. Card Renewal and Replacement

A renewal Card will be issued before the expiration date indicated on the Card. Renewal and replacement Cards will continue to be sent to a Cardholder at the most current business address Royal Bank has on file for such Cardholders and in this way until the Customer advises Royal Bank to stop, provided the Cardholder Account is active and in good standing.

#### 11.6. Cardholder Account Closure/Card Revocation or Suspension of Use

The Customer may close a Cardholder Account through RBC NextLogic at any time. Except as otherwise set out in these Commercial Card Program Service Materials, the Customer is liable to Royal Bank for all Debt resulting from the use of the Card until closure of the Cardholder Account and the Card has been destroyed.

If the Debt owing on an Account exceeds the Account Credit Limit, Royal Bank may suspend the right to use the Cards and the Cardholder Accounts, and all Services Royal Bank provides under these Commercial Card Program Service Materials, until the excess is paid in full.

Royal Bank may revoke or suspend a Cardholder's right to use the Card and the Cardholder Account at any time without notice to the Relevant Party. A Cardholder must give up the Card to the Customer or to Royal Bank at the request of either the Customer or Royal Bank.

#### 11.7. Credit

If a store or merchant issues a credit or otherwise gives a refund to a Cardholder, Royal Bank will reduce the balance of the Cardholder Account by the amount of the refund. However, if interest and/or Fees have been charged as a result of the transaction, Royal Bank will not refund the interest and/or the Fees.

#### 11.8. Problems With a Purchase

Royal Bank is not responsible for any problem a Cardholder has with any Purchase. If the Cardholder has a problem with anything purchased using the Card or Card number, the Customer must still pay all Debt as required by these Commercial Card Program Service Materials. The Relevant Party must settle the problem or dispute directly with the store or merchant.



In some circumstances, Royal Bank may be able to help the Relevant Party resolve disputed transactions. If the Relevant Party wishes to discuss a dispute, it will contact Royal Bank using the contact information indicated on the Account Statement.

Royal Bank is not responsible if, at any time, a merchant does not honor a Card, or for any problem or dispute the Relevant Party may have with a merchant.

#### **11.9. PIN and Other Security Features**

Royal Bank will provide each Cardholder with the ability to select a PIN, and include instructions on how to select and change it in the documentation accompanying the Card. Royal Bank will treat a PIN as the Cardholder's authorization whenever it is used with a Card. Any transactions done using the Card with the PIN, including certain types of Cash Advances, will have the same legal effect as if the Cardholder signed a sales draft.

Cardholders must protect the security of the Card and the Cardholder Account by keeping their PIN confidential and separate from the Card at all times. Cardholders must select a PIN which cannot be easily guessed. Cardholders must not select a PIN using a combination of their name, date of birth, telephone numbers, address or social insurance numbers. No one but the Cardholder is permitted to know or use the PIN or any other Security Devices such as passwords, access codes and Card numbers that may be used or required for Internet or other transactions. Each Cardholder must keep these Security Devices confidential and separate as well.

#### **12. Unauthorized Transactions**

##### **12.1. Lost, Stolen or Unreceived Card**

If a Card is lost, stolen or has never been received by the Cardholder after it has been requested by the Customer or the Cardholder, or if a Program Administrator or the Cardholder suspects the Card is lost or stolen, the Program Administrator or the Cardholder must inform Royal Bank immediately.

Once Royal Bank is informed that a Card has been or may have been lost, stolen or remains unreceived, Royal Bank will be able to prevent the use of the Card and Card number.

The Customer is not liable to Royal Bank for any Debt resulting from the loss or theft of a Card that is incurred after the time the Program Administrator or the Cardholder informs Royal Bank about the loss or theft of the Card.

Notwithstanding the above, if a Card is lost or stolen, the Customer is liable to Royal Bank for all amounts owing on the Cardholder Account, resulting from the loss or theft of the Card that is incurred before the time the Program Administrator or the Cardholder informs Royal Bank about that loss or theft through any one or more transactions on the Cardholder Account, for which the Card alone or the Card and the PIN have been used together to complete such transactions.

##### **12.2. Fraudulent Transactions with a Card**

If a Program Administrator or the Cardholder suspects that a Card is being used by a person other than the Cardholder, the Cardholder must inform Royal Bank immediately. For the purposes of this provision, "unauthorized use" of a Card or Card number means use by a Person, other than the Cardholder, who does not have actual, implied or apparent authority for such use, and which does not benefit either the Customer or the Cardholder.

Once Royal Bank is informed that a Card may be misused, Royal Bank will be able to prevent the use of the Card and Card number.

Also, if Royal Bank suspects unauthorized or fraudulent use of a Card or a Card number, Royal Bank may block the Card or prevent its use without prior notice to the Cardholder.

The Customer is not liable to Royal Bank for any Debt resulting from the unauthorized use of a Card that is incurred after the time the Cardholder informs Royal Bank about the unauthorized use of the Card.

Notwithstanding the above, if someone uses a Card with or without the PIN, or a Card number with or without any other Security Devices to make unauthorized purchases or otherwise obtain the benefits of the Card or the Cardholder Account, the Customer is liable to Royal Bank for all amounts owing on the Cardholder Account, resulting from the unauthorized use of the Card incurred before the time the Cardholder informs Royal Bank about the unauthorized use through any one or more transactions on the Cardholder Account, unless: (i) the Cardholder is able to establish, to the reasonable satisfaction of Royal Bank, that the Cardholder has taken reasonable steps to protect the Card and the Cardholder Account against unauthorized use and to safeguard the PIN and other Security Devices in the manner set out in the Agreement, including these Commercial Card Program Service Materials, or as Royal Bank may otherwise advise Cardholders from time to time; and (ii) the Cardholder fully cooperates with the Royal Bank's investigation.

The Customer remains fully liable for all Debt incurred in connection with an unauthorized use if a Cardholder voluntarily discloses the PIN or other Security Devices

or otherwise contributes to the unauthorized or fraudulent use of a Card or access to the Cardholder Account, or the Cardholder fails to inform Royal Bank in a reasonable time that the Cardholder believes someone else may know the Cardholder's PIN or other Security Devices.

#### **12.3. Unauthorized Charges by Cardholders**

The Customer may request Royal Bank to waive, in accordance with the Liability Waiver Insurance, the Customer's liability for certain Unauthorized Charges posted to a Cardholder Account by a Cardholder, as set out in the Liability Waiver Insurance certificate.

Notwithstanding the foregoing, the Customer understands that if Individual Billing has been selected, any payments made by cheque to a Cardholder Account by a Cardholder, followed by a withdrawal by the Cardholder before such cheque gets refused by the Cardholder's financial institution, are not covered by the Liability Waiver Insurance.

The Customer will abide by the provisions of the Liability Waiver Insurance certificate, in effect from time to time.

#### **13. Loyalty Programs**

##### **13.1. RBC Rewards Program**

If the Commercial Card Product earns RBC Rewards points, which can be redeemed for merchandise, travel and other rewards, the Customer acknowledges that the Relevant Party's participation in the "RBC Rewards program" is subject to the RBC Rewards Terms and Conditions, which are available for review at [www.rbc rewards.com](http://www.rbc rewards.com). The RBC Rewards Terms and Conditions are subject to change without notice. Paper copies are available upon request, by contacting Royal Bank using the contact information indicated on Account Statements.

##### **13.2. RBC Cash Back Program**

If the Commercial Card Product earns the Customer a certain percentage of the total amount of eligible net Purchases charged to the Customer Account annually, the Customer acknowledges that the Customer's participation in the "Cash Back program" is subject to the RBC Cash Back Terms and Conditions, which are available for review at <http://www.rbcroyalbank.com/credit-cards/documentation.html>. The RBC Cash Back Terms and Conditions are subject to change without notice. Paper copies are available upon request, by contacting Royal Bank using the contact information indicated on Account Statements.

#### **14. Amendments**

##### **14.1. Amendments to the Commercial Card Program Service Materials by Royal Bank**

Royal Bank may amend these Commercial Card Program Service Materials, including the Interest Rates and Fees applicable to the Commercial Card Products, at any time. If Royal Bank does so, it will give the Customer at least thirty (30) days prior notice of each change in any one or more of the following ways: by sending the Customer a written notice (by mail or through an Electronic Channel); by adding a notice on the Account Statement; by posting a notice in all of Royal Bank's branches; by displaying a notice at Royal Bank's ATMs or by posting a notice on Royal Bank's website. If Royal Bank sends the Customer a written notice, it will be directed to the Customer and such notice will be deemed sufficient for both the Customer and all Cardholders.

If any Service is used or any Debt remains unpaid after the effective date of a change, it will mean that the Customer is deemed to have agreed and consented to the change. If any change is not acceptable to the Customer, the Customer must immediately stop using the affected Services and contact Royal Bank for assistance.

The Customer agrees to be bound by the latest version of these Commercial Card Program Service Materials made available from time to time on Royal Bank's website, or otherwise provided to the Customer. The Customer agrees to regularly review these and any notice of change outlined above.

##### **14.2. Amendments to the Services by Royal Bank**

Royal Bank may add, remove, or change any part or feature of the Commercial Card Products, RBC NextLogic and the RBC NextLogic Services without providing prior notice to the Customer.

##### **14.3. Amendments to the Commercial Card Program**

At the time the Commercial Card Program is established or shortly after, the Customer will be required to make various decisions and selections with respect to the administration, management and maintenance of the Commercial Card Program. Except as otherwise set out in these Commercial Card Program Service Materials, should the Customer make any change to these initial decisions and selections in the future, or should the Card Facility Credit Limit, or the Total Credit Limit when applicable, change from time to time, the Customer won't have to re-execute these Commercial Card Program Service Materials. Instead, Royal Bank will send a notice confirming such changes to the Customer.

**15. Termination of the Commercial Card Program Service Materials**

In addition to any other rights to terminate the Agreement or Services set forth in the Legal Terms and Conditions, Royal Bank or the Customer may terminate the Commercial Card Program and these Commercial Card Program Service Materials at any time by giving the other written notice at least sixty (60) days prior to the effective date of termination, or as otherwise mutually agreed in writing by the parties. For greater certainty, termination of the Commercial Card Program and these Commercial Card Program Service Materials will result in termination of all related Services, including all Cards and the RBC NextLogic Services.

**16. Miscellaneous**

**16.1. Transfer of Rights**

Royal Bank may, at any time, sell, transfer or assign any or all of Royal Bank’s rights under these Commercial Card Program Service Materials. If Royal Bank does so, Royal Bank can share information concerning any Account with prospective purchasers, transferees or assignees. In such case, Royal Bank will ensure that they are bound to respect the Relevant Party’s privacy rights in the same way that Royal Bank is.

**16.2. Limitations on Liability of Royal Bank**

In addition to the limitations set forth in the Legal Terms and Conditions, Royal Bank tries to ensure that the Cards and the Card numbers are accepted when presented. However, Royal Bank is not liable to the Relevant Party for any Losses, including special, indirect or consequential damages, that may result if, for any reason, a Card or Card number is not accepted or a Cardholder is unable to access the Cardholder Account, or if the Customer is unable to access the Customer Account or Finance Office Account.

**16.3. Complete Agreement**

This Agreement constitutes the complete agreement between the Customer and Royal Bank with respect to the Commercial Card Program, the Account(s), the Card(s) and the related Services. No failure on the part of the Customer to exercise, and no delay by Royal Bank in exercising, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by Royal Bank of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by Royal Bank under this Agreement.

**16.4. How to Contact Royal Bank**

If the Relevant Party needs help or has questions about an Account, RBC NextLogic or the RBC NextLogic Services, the Relevant Party may visit: [www.rbc.com/corporatecardservices](http://www.rbc.com/corporatecardservices) or contact Royal Bank during regular business hours, using the contact information indicated on Account Statements.

**17. Authorization and Execution**

If more than one Authorized Person is signing below, each Authorized Person signing below confirms having the power and authority to sign these Commercial Card Program Service Materials on behalf of the Customer and to legally bind the Customer.

If only one Authorized Person is signing below, such Authorized Person confirms having the power and authority to sign these Commercial Card Program Service Materials on behalf of the Customer and to legally bind the Customer, in each case, acting alone.

By signing these Commercial Card Program Service Materials, the Customer is bound by these Commercial Card Program Service Materials, and acknowledges the credit limits set out below, as of:

YYYY-MM-DD

Card Facility Credit Limit: \$ \_\_\_\_\_

*If applicable:*  
Royal Bank has granted a Temporary Credit Limit Amount of \$ \_\_\_\_\_, which will expire on \_\_\_\_\_, YYYY-MM-DD,  
for a Total Credit Limit of \$ \_\_\_\_\_.

Customer’s Legal Name: \_\_\_\_\_

X  
\_\_\_\_\_

Authorized Person’s Signature

Authorized Person’s Name: \_\_\_\_\_

Authorized Person’s Title: \_\_\_\_\_

X  
\_\_\_\_\_

Authorized Person’s Signature

Authorized Person’s Name: \_\_\_\_\_

Authorized Person’s Title: \_\_\_\_\_

X  
\_\_\_\_\_

Authorized Person’s Signature

Authorized Person’s Name: \_\_\_\_\_

Authorized Person’s Title: \_\_\_\_\_

X  
\_\_\_\_\_

Authorized Person’s Signature

Authorized Person’s Name: \_\_\_\_\_

Authorized Person’s Title: \_\_\_\_\_