

**Royal Bank of Canada**  
**MASTER CLIENT AGREEMENT FOR BUSINESS CLIENTS**  
**RBC Insight Edge® Service Materials**

These are Service Materials for Royal Bank's RBC Insight Edge Service, and form part of the Master Client Agreement for Business Clients between Royal Bank and the Customer.

## 1. Definitions and Interpretation

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

**“Administrator”** means a User designated by the Customer to perform certain responsibilities and administrative functions relating to this Service, including the creation and management of User profiles and/or controlling User Permissions;

**“Insights”** has the meaning given in Section 2.1 hereof;

**“Location”** means a business location for which Insights can be generated using this Service;

**“Permitted Use”** means any use of this Service and the Insights for the benefit of the Customer and solely in or for Customer's internal business operations, as well as in accordance with the Agreement or otherwise agreed in writing by Royal Bank;

**“User”** means a Person using this Service, including each Administrator; and

**“User Permissions”** means the roles, responsibilities, access, and entitlements given to a User in connection with this Service.

## 2. Description of Service

- 2.1. Description. This Service can be used by the Customer to access, through an electronic portal, certain insights concerning the Customer's business(es) including (i) sales performance and trends; (ii) benchmarking against aggregated, anonymized peer groups; (iii) high-level aggregated and anonymous customer purchasing behaviour and demographics; (iv) identification of potential neighbourhoods for Customer's “next location”; and (v) any other information or insights made available by Royal Bank from time to time, all of which are generated using aggregated, de-identified, and anonymized RBC data (“**Insights**”).
- 2.2. Licence Grant. Subject to and conditioned on the Customer's compliance with all the terms and conditions of the Agreement, Royal Bank hereby grants the Customer a non-exclusive, non-sublicensable, and non-transferable licence to use the Insights solely for the Permitted Use.
- 2.3. Authorized Access Only. The Customer represents, warrants, covenants, and agrees that it: (i) will only use this Service to access and view Insights for Location(s), for which the Customer is properly authorized to access and view such information; (ii) has all right, power, and authority required to access and view Insights for the Location(s) associated with the Customer's Service

platform; and (iii) will only use this Service and the Insights for the Permitted Use. The Customer is responsible, and will indemnify and hold harmless Royal Bank and its Representatives, for all Losses arising out of, or incidental to, the use, including any unauthorized use, of this Service, Service Materials, or Insights by the Customer or its Representatives, including all actions or omissions of the Customer or its Representatives. The Customer will immediately notify Royal Bank, verbally and in writing, of any Location associated with the Customer's Service platform that was done in error or should no longer be associated with the Customer's Service platform due to any reason, including the Customer no longer has the authority to view Insights for such Location.

### **3. Disclaimer**

- 3.1. Disclaimer. Insights are generated using RBC data only and no representation, warranty, or guarantee of any kind, express or implied, is made by Royal Bank, its affiliates, or any other Person as to their accuracy, completeness, or correctness, or that of any derived Insights. Information provided in or through this Service, including the Insights is for general guidance and informational purposes only. Nothing in the Insights constitutes legal, accounting, investment, financial, business, tax, or other advice or counsel. The Insights may not be suitable for the Customer and the Customer should consult independent advisor(s) and/or counsel before acting.

All opinions, recommendations, and estimates contained in an Insight are made as of the date such Insight was produced, are subject to change without notice, and are provided in good faith but without legal responsibility. To the full extent permitted by Applicable Law, neither Royal Bank nor any of its affiliates, nor any other Person, accepts any liability whatsoever for any direct, indirect, or consequential loss arising from, or in connection with, any action or decision based on, or the use of, the Insights or any information provided in or through this Service, including any errors or omissions therein.

### **4. Users and User Permissions**

- 4.1. Authority. The Customer will ensure each User is properly authorized to use this Service on its behalf, and that the User Permissions given to the User correspond to the User's authority to act on the Customer's behalf. Royal Bank may, in its discretion, with or without prior notice, accept, reject, change, or terminate the User Permissions given to each User.
- 4.2. Responsibility for Users. The Customer will ensure each User complies with the terms and conditions of the Agreement, including these terms and conditions and other applicable Service Materials. The Customer is responsible for all actions and omissions of Users, and all actions and omissions of Users are binding on the Customer.
- 4.3. Information. The Customer will ensure all information provided to Royal Bank about each User, including the name, mailing address, email address, telephone and mobile numbers, and other contact information for each User, is the correct and current information for the User acting in a business capacity on the Customer's behalf.
- 4.4. Changes. The Customer will ensure all necessary changes are made in the event of a change to a User's authority or information. The Customer is bound by any change made by a User.

Changes made to this Service, including any change to the authority and information of each User, may not result in corresponding changes to any other Services or Documents. The Customer will ensure its other Services and Documents are changed to the extent necessary, in accordance with the Agreement.

- 4.5. Disclaimer. Royal Bank is not responsible for verifying or changing the authority or information of any User in connection with this Service. This disclaimer applies notwithstanding anything contained in an Authorization Form or other Document provided to Royal Bank.

## 5. Technology and Specifications

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

## 6. Security

- 6.1. Service Materials and Insights. The Customer will ensure the confidentiality, security, and proper use of all Service Materials and Insights, including tokens, login IDs, passkeys, passwords, pass phrases, personal verification questions, security answers and questions, and other Security Devices, and Electronic Channels used in connection with this Service. The Customer will immediately notify Royal Bank, verbally and in writing, if any Service Materials, Insights, or Electronic Channels are lost or stolen or if there is any unusual, suspicious, actual or suspected fraudulent, or other unauthorized use in relation to this Service.
- 6.2. Information Icons, Help Content, and Links. There may be important terms and conditions displayed on Royal Bank's website or when information icons or links are clicked using this Service, and they form part of the Agreement. The Customer will ensure the terms and conditions are accessed and reviewed accordingly.

## 7. Restrictions

- 7.1. Restrictions. The Customer will not, and will not permit any other Person to, access or use this Service or Insights except as expressly permitted by the Agreement. For purposes of clarity and without limiting the generality of the foregoing, the Customer will not, except as the Agreement expressly permits:
  - a. use this Service, Service Materials, or Insights other than for the Permitted Use;

- b. disclose, release, distribute, or deliver the Insights or Service Materials, or any portion thereof, to any third party without Royal Bank's prior written consent, other than to the Customer's Representatives for the Permitted Use;
- c. copy, modify, or create derivative works or improvements of this Service, Service Materials, or Insights, in whole or in part, other than in accordance with the Permitted Use;
- d. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available this Service, Service Materials, or Insights to any Person;
- e. reverse engineer, disassemble, decompile, decode, adapt, de-aggregate, de-anonymize, re-identify or otherwise attempt to derive or gain access to the source code of this Service, the source of the Insights, or methods used to compile the Insights, in whole or in part;
- f. remove any proprietary notices included within this Service, Service Materials, or Insights;
- g. publish, enhance, or display any compilation or directory based upon information derived from the Insights or Service Materials;
- h. input, upload, transmit, or otherwise provide to or through this Service any information or materials that are inaccurate, incomplete, misleading, or unlawful (whether deliberately or through inadvertence), or contain, transmit, or activate any Disabling Code;
- i. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner this Service or Royal Bank's provision of services to any third party, in whole or in part;
- j. access or use this Service, Service Materials, or Insights in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Royal Bank customer), or that violates any Applicable Law; or
- k. access or use this Service, Service Materials, or Insights for purposes of competitive analysis of this Service, Service Materials, or Insights, the development, provision, or use of a competing software service or product, or any other purpose that is to Royal Bank's detriment or commercial disadvantage.

## **8. Termination**

- 8.1. Effect of Termination. Upon termination of this Service or the Agreement for any reason, the licence granted in Section 2.2 herein will also terminate.