



# Royal Bank of Canada

## RBC GROUP ADVANTAGE SERVICES AND AGENCY AGREEMENT

**BETWEEN:**                    **SPONSOR,**  
a corporation organized and existing under the laws of [Jurisdiction]/ an  
association formed under the laws of \_\_\_\_ [Jurisdiction] /a trade union formed under the  
laws of [Jurisdiction]/a partnership formed under the laws of [Jurisdiction]/ [any other legal  
entity] formed under the laws [Jurisdiction]

**AND:**                            **ROYAL BANK OF CANADA,**  
a Canadian chartered bank established under the laws of Canada,  
("Royal Bank"),

### INTRODUCTION

- A. Royal Bank offers group registered retirement savings plans (Group RRSPs), group tax free savings accounts (Group TFSAs), group investment accounts (GIAs) and deferred profit sharing plans (DPSPs), (individually or collectively, a Group Savings Plan or Group Savings Plans, respectively, if so adopted by the Sponsor ).
- B. The Sponsor wishes to adopt or has adopted one or more Group Savings Plans administered by Royal Bank for the benefit of eligible individuals, as permitted by the terms of the applicable Group Savings Plan.
- C. Royal Bank wishes to appoint the Sponsor as the agent of Royal Bank and the Sponsor wishes to accept such appointment, for limited purposes of administering the Group Savings Plan(s) as more specifically set out in this Agreement.
- D. The Royal Trust Company ("Royal Trust"), a company amalgamated under the laws of Canada, is the Trustee of Group RRSPs, Group TFSAs and the DPSPs and it has appointed Royal Bank to act as its agent and (in the case of DPSPs) its attorney, respectively, for the Group Savings Plan(s).

**In consideration** of the terms and conditions contained in this Agreement, the Sponsor and Royal Bank agree as follows:

#### 1. DEFINITIONS

Whenever used in this Agreement and any agreement amending or schedule supplementing this Agreement, any capitalized terms which are not defined in this Agreement shall have the meanings given to them in the RBC Group Savings Plan administrative terms and other considerations (for Group RRSPs, Group TFSAs and GIAs) and the RBC Deferred Profit Sharing Plan Trust Agreement and Plan Text (for the DPSPs), depending on which type or types of Group Savings Plans the Sponsor has adopted.

#### 2. APPOINTMENT OF AGENT

Royal Bank appoints the Sponsor as its agent and the Sponsor hereby accepts such appointment, for the purpose of and with power to perform the obligations set forth in this Agreement, until such time as this Agreement shall be terminated. This appointment is for the limited purposes specifically set forth in this Agreement and to enable the Sponsor to perform certain duties in relation to the Group Savings Plans that it has adopted. The Sponsor shall have no authority to delegate any authority granted to it by Royal Bank, unless the consent of Royal Bank is first obtained, which consent shall not be unreasonably withheld.



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### 3. INFORMATION PROVIDED TO ROYAL BANK ON BEHALF OF MEMBERS

By the terms of an application for a Group Savings Plan signed by a Member and related documents, the Sponsor is appointed as the agent of the Member and may: submit Contributions to Royal Bank; and deliver the Member's application and instructions with respect to his or her investments, as set out in section 8 below.

The Sponsor shall promptly notify Royal Bank of any matter involving any of the Group Savings Plans, or all of them, including any claim, inquiry or complaint, which is or may become litigious or with respect to which a demand or indication of demand has been communicated to the Sponsor carrying with it the possibility of loss or damage to Royal Bank.

### 4. INFORMATION PROVIDED TO THE SPONSOR

Royal Bank may provide the Sponsor with forms, tax receipts, statements, notices and other documents it deems necessary for distribution to the Members. When in receipt of any such documents, the Sponsor agrees to distribute them to the appropriate Members in a timely fashion. In completing an application, the Member will consent to the Sponsor receiving information about the Group Savings Plan itself and his or her investments made within it.

Royal Bank may provide the Sponsor with information regarding a Group Savings Plan to be posted on the Sponsor's website subject to the approval of the Sponsor. If the Sponsor agrees to post the information, it shall be done on an "as is" basis without any modifications, additions or deletions, unless agreed to by Royal Bank.

### 5. AUTHORIZED SIGNATORIES

The Sponsor shall provide to Royal Bank a certificate with the specimen signatures, names and offices of the authorized signatories of the Sponsor for each Group Savings Plan it has adopted, and executed by the authorized signing officers of the Sponsor ("Certificate of Authorized Signatories").

This Agreement is conditional upon Royal Bank receiving a Certificate of Authorized Signatories from the Sponsor.

### 6. ADMINISTRATIVE DUTIES

Royal Bank shall perform such administrative duties as described in:

- (a) the RBC Group Savings Plan administrative terms and other considerations (for Group RRSPs, Group TFSAs and GIAs) and the RBC Deferred Profit Sharing Plan Trust Agreement and Plan Text (for the DPSPs), for itself and on behalf of The Royal Trust Company, as trustee, as applicable,
- (b) other agreements entered into between Royal Bank and the Sponsor with respect to a Group Savings Plan, and
- (c) as may be required by Applicable Legislation with respect to the administration of such a Group Savings Plan.

### 7. CONTRIBUTIONS

Contributions by a Member to his or her Group Savings Plan, where permitted, by payroll deduction shall be made to Royal Bank by the Sponsor on behalf of the Member. A Sponsor shall make the Contributions to a DPSP and may make a Contribution to any other Group Savings Plan, and in both cases, such Contributions by the Sponsor shall be part of the remuneration paid to the Member.

The Sponsor shall inform Royal Bank, at the date of each deposit of:

- (a) the group plan number;



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- (b) the name and employee number or membership number, as applicable, of each Contributor making a Contribution, if not to a DPSP;
- (c) the amount of the Contribution made by or on behalf of a Member or by the Sponsor; and
- (d) if, in addition to Contributions by the Member, Contributions are also made by the Sponsor on the Member's behalf, and if those amounts are to be deposited into a separate Contribution Account, then the Sponsor must identify Member and Sponsor Contributions separately (not applicable to DPSPs).

### 8. INVESTMENT

The Member must make the necessary applications and agreements with Royal Bank and/or Royal Mutual Funds Inc., RBC Direct Investing Inc., and or RBC Dominion Securities Inc., depending on the type of investments the Members is permitted to and wishes to make. Depending on those permitted arrangements, the investments may be placed with:

- Royal Bank, provided that Royal Bank shall not trade in any securities,
- through Royal Mutual Funds Inc. with RBC Global Asset Management Inc.
- Royal Mutual Funds Inc. to hold them as the Member's nominee;
- RBC Dominion Securities Inc. or,
- RBC Direct Investing Inc.

Royal Bank will invest or forward Contributions to the applicable institution to be invested as directed by the Member. Royal Bank agrees to invest or forward all Contributions on or before the end of the next Business Day following their receipt.

All investments made by the Member must conform to the requirements of any Applicable Legislation and the applications and agreements governing the investments and the Group Savings Plan.

### 9. NOTICE OF WITHDRAWAL

Where the Sponsor may suspend Sponsor Contributions on a Member's behalf if the Member makes a withdrawal from a Group Savings Plan, Royal Bank will use commercially reasonable efforts to ensure that the Member has advised the Sponsor, either in paper or electronic format, of any such withdrawal from the Group Savings Plan. Without limiting the generality of the foregoing, Royal Bank and its affiliates will not be held liable for the Member's failure to so advise the Sponsor. No notice will be required to be given to a Sponsor if an over contribution has been made to a Group Savings Plan and the Member is giving instructions for the excess amount to be withdrawn and remitted to the Member.

### 10. FUNDING THE PLAN / PAYMENT OPTIONS

- (a) The Sponsor undertakes to fund a Group Savings Plan with respect to the Information, referred to in Section 7 of this Agreement. Royal Bank will have no obligation to fund any Group Savings Plan until the Sponsor's financial institution forwards the appropriate funds to Royal Bank, or the Sponsor makes those funds available to Royal Bank by crediting the Sponsor's account with Royal Bank.
- (b) If the Sponsor holds an account with Royal Bank, the Sponsor may direct Royal Bank to debit such account for the payment of the Sponsor's obligations to fund the Group Savings Plans for which Royal Bank has received Information. The debit to the Sponsor's account will be in an amount equal to the total of the Contribution amounts specified in the Information.
- (c) If the Sponsor does not hold an account with Royal Bank, the Sponsor may direct Royal Bank, in writing, to send debit instructions (the "Debit"), as permitted for clearing by the Canadian Payment Association, to the Sponsor's financial institution, requesting the debiting of the Sponsor's account with that institution. Royal Bank will Debit an amount equal to the total of the Contribution amounts specified in that Information each time Information is received by Royal Bank.

The Sponsor will direct the financial institution specified to accept any such Debit upon its receipt. If



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the Sponsor's financial institution refuses to accept a Debit, the Sponsor agrees to pay to Royal Bank the amount of the Debit immediately upon a request from Royal Bank.

- (d) Other payment options may be made available from time to time at Royal Bank's sole discretion.

### 11. FEES

The Sponsor shall pay to Royal Bank:

- (a) an hourly rate equal to \$40/hour (Canadian dollars) if the Sponsor requests any special services to be performed by Royal Bank including but not limited to any additional reporting requests.
- (b) a processing fee of \$3 per transaction, per plan member, for Sponsors who report contributions by paper listing.

Such charges are subject to federal Goods and Services Tax ("GST") and may be subject to other applicable taxes. The Sponsor agrees to pay Royal Bank all such charges, GST and taxes, as applicable and as invoiced by Royal Bank. Unless Royal Bank otherwise agrees, any payments for charges, GST and taxes as applicable and invoiced by Royal Bank must be made in money which is legal tender at the time of payment and must be in Canadian dollars.

### 12. RBC GROUP ADVANTAGE MEMBERSHIP

In consideration for this Agreement, all Members of a Group Savings Plan shall be a member of Royal Bank's "RBC Group Advantage Program" for products offered by Royal Bank from time to time.

### 13. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SPONSOR

The Sponsor hereby represents, warrants and covenants to Royal Bank that:

- (a) it is a subsisting corporation under the laws of its jurisdiction of incorporation [or a properly organized association/trade union/partnership];
- (b) it has the power and capacity to enter into, and to perform its obligations under this Agreement;
- (c) this Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of the Sponsor, enforceable in accordance with its terms; and
- (d) it shall generally conduct its business in such a way as to protect, safeguard and avoid any detriment to Royal Bank and Royal Bank's good name, reputation and image.

### 14. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ROYAL BANK

Royal Bank hereby represents, warrants and covenants to the Sponsor that:

- (a) it is a subsisting corporation under the laws of its jurisdiction of incorporation;
- (b) it has the power and capacity to enter into and to perform its obligations under this Agreement;
- (c) this Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of Royal Bank; and
- (d) it shall generally conduct its business in such a way as to protect, safeguard and avoid any detriment to the Sponsor and the Sponsor's good name, reputation and image.



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### 15. AMENDMENT TO THIS AGREEMENT AND WAIVER

Royal Bank may change this Agreement periodically. The Sponsor will be given at least 30 days' prior written notice of each change. All amendments must conform to the Applicable Legislation and no such amendment shall authorize or permit any part of a Group Savings Plan to be used for or diverted to purposes other than those specified in the plan. If the Sponsor continues to keep the Group Savings Plan in force after the effective date of the change, or provides information by way of e-mail message or file transfer over the Internet, it will mean that the Sponsor has agreed to the change. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by Royal Bank and then, only for the purpose for which the waiver is given by Royal Bank.

### 16. COMMUNICATIONS

The Sponsor agrees to deliver to Royal Bank, all Contributions, instructions, forms, notices and other documents remitted to it for delivery to Royal Bank in a form satisfactory to Royal Bank. The Sponsor shall further provide any other information that may be required by Royal Bank for the effective operation of the Group Savings Plan(s). No notice of any kind shall be deemed to have been made to Royal Bank by the

Sponsor unless made in writing, including email and facsimile, to:

RBC Group Advantage - Service Centre  
1 Place Ville Marie – M1  
P.O. Box 6001, Station A  
Centre Ville, Montreal, Quebec H3C 3A9;

**Group Plans Expert Advice Centre: 1-800-835-3855**  
**Fax Number: 1-800-263-7777**

Any Direction to be delivered to either party under this Agreement shall be given in writing by way of a letter. If the letter is sent by fax, it shall be deemed received on the date of transmission, provided such transmission is received prior to 5:00 p.m. on a day which is a Business Day for the recipient and otherwise on the next Business Day. If the letter is sent by email, it shall be deemed received on the date the email is sent, provided such email is received prior to 5:00pm on a day which is a Business Day for the recipient and otherwise on the next Business Day. If the letter is sent by ordinary mail at the address of the recipient, it shall be deemed received five (5) days following the date of the letter, unless the letter is hand-delivered to the recipient, in which case the letter shall be deemed to be received on the date of the delivery. Each party will advise the other at once about any changes to that party's address, e-mail address or fax number ("Contact Details"). The Contact Details of Royal Bank are set out in the first paragraph of this Section 16 and the Contact Details of the Sponsor are set out in the Plan Specifications.

Notwithstanding the foregoing provisions of this Section 16, where the Sponsor and Royal Bank have entered into an agreement in respect of the Sponsor Portal (an electronic portal established by Royal Bank to facilitate certain Sponsor communications and transactions with Royal Bank)("Sponsor Portal Access Agreement"), all Contributions, instructions, forms, notices and other documents that may be required by Royal Bank for the operation of the Group Savings Plan(s) shall be delivered through the Sponsor Portal in accordance with and subject to the terms of the Sponsor Portal Access Agreement. For greater certainty, use of any Sponsor Portal provided by Royal Bank shall be governed by the Sponsor Portal Access Agreement.



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### 17. TERMINATION OF AGREEMENT

This Agreement shall remain in force until it is terminated in accordance with this section 17.

The Sponsor may terminate this Agreement by providing 90 days' prior notice to Royal Bank. Royal Bank may terminate this Agreement by providing 90 days' prior notice to the Sponsor. This notice requirement may be waived or reduced by mutual agreement signed by the Sponsor and Royal Bank. Unless otherwise terminated in accordance with this section 17, this Agreement shall automatically terminate on the date when no assets remain in the Plan.

The provisions of section 1 and section 20 shall survive the termination of this Agreement.

### 18. INDEMNITY

The Sponsor agrees to indemnify and save Royal Bank harmless from any liability arising out of any third-party claims relating to the administration of a Group Savings Plan pursuant to this Agreement except when such liability is solely due to Royal Bank's own wilful misconduct or negligence.

Royal Bank agrees to indemnify and save the Sponsor harmless from any liability arising out of any third-party claims relating to the administration of the Plan pursuant to this Agreement except where such liability is solely due to the Sponsor's own wilful misconduct or negligence.

Royal Bank shall be entitled to assume that any information provided to it by the Sponsor is correct. Royal Bank shall rely on such accuracy and shall incur no liability to any person as a result of any error in the information provided or as a result of failure of the Sponsor to provide such information.

### 19. USE OF THIRD PARTIES

Royal Bank may from time to time retain or hire any person or third party to whom to delegate any of its obligations under this Agreement, provided that Royal Bank shall be responsible for exercising reasonable care in its choice and use of delegates and shall be responsible for the negligent acts or negligent failures to act of its delegates.

In accordance with section 2 of this Agreement, the Sponsor may from time to time retain or hire any person or third party to whom to delegate any of its obligations under this Agreement, provided that the Sponsor shall be responsible for exercising reasonable care in its choice and use of delegates and shall be responsible for the negligent acts or negligent failures to act of its delegates.

### 20. CONFIDENTIAL INFORMATION

Collection and use of information

In order for Royal Bank to provide administrative duties under this Agreement, Royal Bank will collect from the Sponsor information about identifiable individuals ("Personal Information") and information about the Sponsor, including financial and other information and details from transactions arising in the course of the relationship between Royal Bank and the Sponsor ("Sponsor Information").

This information will be made available to employees, agents and service providers of the Royal Bank, who are required to maintain the confidentiality of this information. In the event our service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located.





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Royal Bank is bound by the *Personal Information Protection and Electronic Documents Act* (Canada) with respect to the collection, use, disclosure and retention of and access to Personal Information. The parties agree to co-operate with each other to allow each party to be in compliance with its respective obligations under applicable privacy legislation, rules or regulations. Royal Bank will correct any inaccuracy with any Personal Information promptly after it is notified of the inaccuracy by the Sponsor.

Royal Bank may also use this information and share it with Royal Bank companies to manage our risks and operations and those of Royal Bank companies and to comply with valid requests for information about the Sponsor from regulators, government agencies, public bodies or other entities who have a right to issue such requests.

The Sponsor acknowledges and agrees that prior to providing any Member personal information to Royal Bank, the Sponsor has obtained all necessary consents from such Member for Royal Bank to collect, use and disclose the Member personal information.

### Other uses of Sponsor Information

Royal Bank may use Sponsor Information to determine eligibility for products and services offered by Royal

Bank and promote its products and services and those of select third parties, which may be of interest to the Sponsor.

Royal Bank may also, where not prohibited by law, share Sponsor Information with Royal Bank affiliates for the purpose of referring the Sponsor to them or promoting to the Sponsor products and services offered by them or select third parties, which may be of interest to the Sponsor. If as a result of such sharing, Royal Bank affiliates

provide products or services to the Sponsor, they may pay Royal Bank a referral fee and advise Royal Bank of the products or services they have provided to the Sponsor. If the Sponsor has been referred to Royal Bank by a Royal Bank affiliate, Royal Bank may pay a referral fee, where not prohibited by law. The Sponsor may obtain more information regarding the payment of referral fees, including the basis upon which they are calculated, by contacting Royal Bank at the address in the Communications section of this Agreement.

Royal Bank and Royal Bank affiliates are separate, affiliated corporations. Royal Bank affiliates may include affiliated entities engaged in the business of providing any one or more of the following services to the public: deposits, loans and other personal financial services; credit, charge and payment card services; trust and custodial services; securities and brokerage services; and insurance services.

If the Sponsor also deals with Royal Bank affiliates, Royal Bank may, where not prohibited by law, consolidate Sponsor Information with information they have about the Sponsor to allow Royal Bank and affiliate to manage their relationship with the Sponsor.

The Sponsor may request that Sponsor Information not be used for the “*Other Uses of Sponsor Information*”, by contacting Royal Bank at the address in the Communications section of this Agreement.

## 21. QUALITY CONTROL

Royal Bank may, at its sole its discretion, record any telephone conversations between the Sponsor, its agents and Royal Bank.

Royal Bank agrees with the Sponsor that any such recordings will be kept secure and only Royal Bank authorized employees or agents will be allowed to access the recordings for one or more of the purposes outlined above or if required by law. Royal Bank shall destroy such recordings from time to time in accordance with Royal Bank policy.



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### 22. INTERPRETATION

This Agreement and any amendments thereto shall be construed and enforced in accordance with the laws of the province of Ontario.

### 23. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

### 24. SUCCESSORS AND ASSIGNS

All of the terms and provisions of this Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns, provided that the Sponsor may not assign to any other person or entity the Sponsor's rights or obligations under this Agreement, without the prior written consent of Royal Bank.

### 25. LANGUAGE

***For Quebec only/Pour Québec seulement:*** The Sponsor acknowledges that they were offered the choice to enter into this Agreement in French or English and that the Sponsor expressly requested that the Agreement be drawn up exclusively in English, after being remitted the French version of the Agreement. Therefore, The Sponsor agrees that this Agreement and any document related to it, including notices, be drawn up in English only. *Le promoteur reconnaît s'être vu offrir le choix de conclure cette convention en français ou en anglais et avoir expressément demandé de conclure la convention exclusivement en anglais, après avoir reçu la version française. Par conséquent, le promoteur consent à ce que cette convention et tous les documents qui s'y rattachent, y compris tout avis, soient rédigés en anglais seulement.*

### 26. ACKNOWLEDGEMENT OF RECEIPT

Prior to the execution of this Agreement, the Sponsor acknowledges receiving a copy of the following documents based on the plans requested:

- (a) The RBC Group Savings Plan administrative terms and other considerations, if the Sponsor's Group Savings Plan includes a Group RRSP, Group TFSA or GIA;
- (b) The RBC Deferred Profit Sharing Plan Trust Agreement and Plan Text, if the Sponsor's Group Savings Plans include a DPSP; and
- (c) Any application form required to create the applicable Group Savings Plan, duly completed.





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**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by their duly authorized officers, with the authority to bind their respective corporations, on the dates set out below.

**SPONSOR**

**ROYAL BANK OF CANADA**

X  
\_\_\_\_\_  
Authorized Signing Officer

X  
\_\_\_\_\_  
Authorized Signing Officer

Name:  
Date:

Name:  
Date:

X  
\_\_\_\_\_  
Authorized Signing Officer

Date:

Name:

<sup>TM</sup>Trade-mark of Royal Bank of Canada  
Rev. (04/22)