

Royal Bank of Canada
RBC Group Advantage Sponsor Access Agreement

PREAMBLE

The Sponsor (as defined below) hereby requests access to, and use of, the online portal (the “**Portal**”) provided by Royal Bank of Canada (“**Royal Bank**”). The Portal is a service provided to the Sponsor pursuant to the Services and Agency Agreement (as defined below). This RBC Group Advantage Sponsor Access Agreement (the “**Sponsor Access Agreement**”) is a contract between Royal Bank and the Sponsor with respect to access to, and use of, the Portal. In consideration of Royal Bank permitting the Sponsor to access and use the Portal, the parties agree to the terms below.

TERMS

1 PRELIMINARY

1.1 Use. The Sponsor’s use of the Portal is bound by and must comply with this Sponsor Access Agreement, applicable laws, the Services and Agency Agreement and the terms and conditions accessible through the “Terms of Use” and “Legal” links at the bottom of each webpage on the Portal.

1.2 Definitions. In addition to the terms defined elsewhere in this Sponsor Access Agreement, the following terms have the following meanings:

“**Business Day**” means any day on which the Toronto Stock Exchange is open for business.

“**Custom-access Administrator**” means the individual who has limited access to the Portal, as defined below, on behalf of the Sponsor.

“**Electronic Channel**” means any telecommunication or electronic transmission method which may be used in connection with the Portal, including computer, internet, telephone, cell phone, mobile device, email and facsimile.

“**Electronic Communication**” means any enrolment, information, disclosure, request, direction or other communication or agreement sent, received or accepted using an Electronic Channel.

“**Full-access Administrator**” means the individual who has access to the Portal, as defined below, on behalf of the Sponsor.

“**Loss**” means all losses, claims, damages, costs, fees and charges, expenses and other liabilities, including reasonable legal and professional fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, penalties and sanctions.

“**Member**” means an individual who is enrolled in the Plan.

“**Password**” means a combination of numbers and/or letters used in conjunction with a User ID to access the Portal and to identify the Sponsor.

“**Plan**” means the group savings plan(s) adopted by the Sponsor in respect of which Royal Bank has entered into the Services and Agency Agreement with the Sponsor.

“**RBC**” means Royal Bank and its affiliates.

“**Security Breach**” means any breach in the security of the Portal, or any actual or threatened use of the Portal, a Security Device or Electronic Channel in a manner contrary to this Sponsor Access Agreement.

“**Security Device**” means a combination of a User ID and Password.

“**Services and Agency Agreement**” means the group savings plan services and agency agreement entered into by the Sponsor and Royal Bank.

“**Sponsor**” means the entity who has entered into the relevant Services and Agency Agreement with Royal Bank.

“**User ID**” means a combination of numbers and/or letters assigned to identify the Sponsor and used in conjunction with a Password to access the Portal.

2 FULL-ACCESS ADMINISTRATOR

2.1 The Sponsor will appoint an employee or representative, with delegated signing authority, to the role of Full-access Administrator to access the Portal on behalf of the Sponsor and perform all Sponsor user functionality, including accepting the terms of this Agreement on the Sponsor’s behalf. The Full-access Administrator must use the User ID and Password to access the Portal.

The Sponsor may add additional Full-access Administrators, with delegated signing authority, via the Portal.

The Sponsor will immediately advise Royal Bank, via the “Modify Full-access Administrator Permissions” page on the Portal or by contacting the Sponsor support line at 1-800-835-3855, if a Full-access Administrator designation is no longer valid.

The Sponsor is responsible for establishing the Plan and the ongoing administration of the Plan in accordance with the provisions of the Plan and applicable laws. The Sponsor is responsible for managing the designation of Full-access Administrators. The Sponsor acknowledges and agrees that each Full-access Administrator is able to view all previously submitted information regarding the Plan and to input and change information. Each Full-access Administrator will comply with all administrative rules in respect of the Portal as communicated by Royal Bank from time to time.

3 CUSTOM-ACCESS ADMINISTRATOR

3.1 The Sponsor may appoint one or more of its employees/representatives to the role of Custom-access Administrator, with delegated signing authority, to access select Sponsor functionality on the Portal. In particular, the Custom-access Administrator may: (a) view Sponsor information, but cannot change this information on the Portal; (b) upload contributions and other remittances; and (c) add Members or modify Member information.

Information regarding the Custom-access Administrator must be provided by the Full-access Administrator, and cannot be modified by the Custom-access Administrator. The Custom-access Administrator must use the User ID and Password to access the Portal.

3.2 The Sponsor will immediately advise Royal Bank, via the “Modify Custom-access Administrator Permissions” page on the Portal or by contacting the Sponsor support line at 1-800-835-3855, if a Custom-access Administrator designation is no longer valid.

3.3 The Sponsor is responsible for managing the designation of Custom-access Administrators. The Sponsor acknowledges and agrees that each Custom-access Administrator is able to view select previously submitted information regarding the Plan and to input and change information in accordance with section 3.1 herein. Each Custom-access Administrator will comply with all administrative rules in respect of the Portal as communicated by Royal Bank from time to time.

4 PRIVACY AND CONFIDENTIALITY

4.1 The collection, use and disclosure of personal information by RBC is governed in accordance with the privacy and security policies accessible through the “Privacy & Security” link at the bottom of each webpage on the Portal.

5 SECURITY

5.1 Security Devices. The Sponsor recognizes that possession of a Security Device by any individual may result in that individual having access to the Portal. The Sponsor agrees that the use of the Security Device in connection with the Portal, including any information sent, received or accepted using the Portal, will be deemed to be conclusive proof that such information is accurate and complete, and the submission of which is authorized by, and enforceable against, the Sponsor. The Sponsor is responsible for maintaining the security and confidentiality of the Security Device and for ensuring that the Security Device will only be provided to and used by a Full-access Administrator or Custom-access Administrator. If it is suspected or known that the Password has been compromised in any way, the Password must be changed immediately. The Sponsor agrees to be bound by any actions or omissions resulting from the use of the Security Device in connection with the Portal.

5.2 Security. Each party shall at all times have in place appropriate policies and procedures to protect the security and confidentiality of the Portal, Electronic Channels and Electronic Communication, and to prevent any unauthorized access to and use of the Portal. The Sponsor agrees to comply with any additional procedures, standards or other security requirements necessary to access the Portal, as communicated in writing by Royal Bank. The Sponsor will not (a) access or use any part of the Portal for an illegal, fraudulent, malicious or defamatory purpose or for any other purpose that threatens to harm or causes harm to any other person, or (b) take steps or actions that could or does undermine the security, integrity, effectiveness, goodwill, accessibility or connectivity of the Portal, including any systems or software comprising the Portal. The Sponsor agrees not to transmit via the Portal a virus or other item of a destructive nature. The Sponsor shall maintain the security of its computers by using anti-virus scanning and a firewall, and by installing the latest security patches to provide assurance that no virus is introduced into RBC’s systems or software while accessing the Portal.

In addition, the following security measures must be taken: (a) computers connected to the Portal with active applications must not be left unattended; (b) all computers, whether laptops or desktops, must be configured to utilize timeout and locking features; and (c) all users must be prohibited from disabling any security features.

5.3 Notice of Security Breach. The Sponsor shall immediately notify Royal Bank, by contacting the Sponsor support line at 1-800-835-3855, of any

potential or actual Security Breach including (a) any application vulnerability or if a virus is contained in or affects transmission of information to the Portal; or (b) if the Sponsor knows or reasonably ought to know that there has been any unusual, fraudulent or unauthorized use of the Security Device or the Portal. If a Security Breach occurs the Sponsor will (i) assist RBC, its agents and service providers in the management of any consequences arising from it; (ii) take any reasonable steps necessary to mitigate any harm resulting from it; and (iii) take appropriate steps to prevent its recurrence.

6 ELECTRONIC COMMUNICATION

6.1 The parties agree that communications between their respective employees and representatives in connection with the Plan, the Portal, the Services and Agency Agreement and this Sponsor Access Agreement are necessary and requested for the performance of business related purposes. The parties expect and request Electronic Communication for such purposes.

6.2 The Sponsor agrees and acknowledges that the Sponsor shall be solely responsible for any legal implications of Electronic Communications sent by the Sponsor to its employees/representatives or Members or prospective Members, and that these Electronic Communications are sent solely by the Sponsor, even if physically delivered on behalf of the Sponsor, by RBC or any of its agents or service providers.

6.3 The Sponsor consents to receive notices, information, documents and other communication relating to the Plan (“**Documents**”) in electronic form.

6.4 RBC, its agents and service providers will provide the Sponsor with Documents in electronic form either:

- (a) By sending emails with the Documents attached to the email address on file for the Sponsor; or
- (b) By posting the Documents on the Portal and providing notification of the posting of such Documents to the email address on file for the Sponsor.

6.5 It is the Sponsor’s responsibility to inform Royal Bank of any changes to the contact information that Royal Bank has on file for the Sponsor.

6.6 During the time that the Sponsor has agreed to receive Documents in electronic form, it is the Sponsor’s responsibility to retain a copy of such Documents by printing or saving a copy while they are available for viewing.

6.7 RBC, its agents and service providers may provide the Sponsor with paper Documents if Royal Bank deems it appropriate or if Royal Bank is unable to provide them electronically.

7 INTELLECTUAL PROPERTY

7.1 Royal Bank retains all ownership rights in the Portal and any information presented in the Portal, including any trademark, copyright and other intellectual property rights. The Sponsor is permitted to access the Portal, including the written text, graphics, data, images, illustrations, marks, logos, sound or video clips, photographs and other works (the “**Content**”) solely for purposes related to the Plan during the period that the Services and Agency Agreement is in effect between the Sponsor and Royal Bank. The Sponsor may not copy, transmit, reproduce, publicly display, perform, distribute, alter, transmit or create derivative works of any Content or any portion of or excerpts from the Content in any fashion that is not authorized by Royal Bank in writing or expressly permitted in this Sponsor Access Agreement. For greater certainty, neither the Plan terms nor any Member information booklet regarding the Plan terms shall be considered to form part of the Content for purposes of this section.

8 LIABILITY

8.1 Limitation of Liability. In no event will RBC, its agents or service providers be liable for any Loss except to the extent caused directly by RBC’s negligence or wilful misconduct. Further, in no event shall RBC or its agents or service providers be liable

for any Loss suffered or incurred as a result of (a) any inaccurate, incomplete, misleading, or untimely information contained in, or transmitted to them through, the Portal or a failure to provide information as required; (b) any failure by the Sponsor to comply with this Sponsor Access Agreement, the Services and Agency Agreement, or the terms of the Plan; (c) the Sponsor's use of or the inability to use the Portal; (d) actions taken by it in reliance on information submitted or presented in the Portal; (e) an actual or potential Security Breach; (f) an application vulnerability or virus that is contained in or affects the Portal; or (g) any delay, malfunction, technical failure or inability to access the Portal. In no event shall RBC, its agents or service providers be responsible or liable for any indirect, consequential, special, aggravated, punitive or exemplary damages, including lost profits.

Although every effort is made to provide secure transmission of information, Royal Bank cannot guarantee timely communication, security or confidentiality. In no event shall RBC, its agents or service providers be liable for any loss or harm resulting from a loss of confidentiality or breach of security of information in the course of transmission over the internet.

8.2 Disclaimer of Warranties. Neither RBC nor its agents or service providers make any representation, warranty or condition of any kind concerning the Content, software or services available through the Portal, which is provided "as is" and "as available." Neither RBC, nor its agents or service providers represent or warrant that access to the Portal will be uninterrupted, that there will be no failures, errors, omissions, or that no viruses will be transmitted due to exposure to or use of the Portal.

8.3 Indemnity. Except to the extent caused by RBC's negligence or wilful misconduct or the negligence or wilful misconduct of any RBC agent or service provider, the Sponsor agrees to release and indemnify RBC, its agents and service providers for any Loss that RBC, its agents or service providers may suffer or incur as a result of Sponsor's (a) access to or use of the Portal, or (b) breach of this Sponsor Access Agreement.

9 AMENDMENTS AND TERMINATION

9.1 Amendment. Royal Bank may amend this Sponsor Access Agreement from time to time at its discretion without prior notice. If Royal Bank makes any amendments, the revised Sponsor Access Agreement will be posted on the Portal. Continued use of the Portal constitutes agreement to the amended Sponsor Access Agreement.

Royal Bank may add, remove or change any aspect of the Portal at its discretion without prior notice.

9.2 Termination. This Sponsor Access Agreement shall terminate upon revocation of access to the Portal by Royal Bank. Royal Bank may terminate this Sponsor Access Agreement, or suspend or terminate access to or discontinue the Portal, for any reason at any time without prior notice.

10 GENERAL

10.1 Auditing Right. RBC, its agents and service providers may conduct periodic audits to ensure that the Sponsor's use of the Portal is in accordance with this Sponsor Access Agreement. In conducting an audit, RBC, its agents and service providers will give 10 Business Days prior notice,

will endeavour to cause as little disruption as possible to the Sponsor's business, and will pay its own expenses to conduct the audit. The Sponsor will give RBC, its agents and service providers any reasonable assistance it may need during an audit at no charge. Royal Bank or its regulator or a third party auditor from a major Canadian accounting firm may exercise these auditing rights. The audit will only involve access to records directly related to the Portal and will not involve access to any confidential information or proprietary information not related to the Sponsor Access Agreement or the Portal.

10.2 Evidence. Electronic records and other information in an Electronic Communication will be admissible in any legal, administrative or other proceedings as conclusive evidence of the contents of those communications in the same manner as an original paper document, and the Sponsor waives any right to object to the introduction of any such record or other information into evidence on that basis.

10.3 Binding Effect. Any Electronic Communication received from, in the name of, or on behalf of, the Sponsor in connection with the Portal or through an Electronic Channel will be considered to be duly authorized by, and enforceable against, the Sponsor.

10.4 Relationship of the Parties. Nothing in this Sponsor Access Agreement is intended to nor shall be construed to create an employment relationship between RBC, its agents or service providers and the Sponsor. Further, nothing in this Sponsor Access Agreement is intended to nor shall be construed to create an agency relationship between RBC, or any of its agents or service providers, and the Sponsor.

10.5 Entire Agreement, Assignment and Successors. This Sponsor Access Agreement and the Services and Agency Agreement are the entire agreement between the parties about its subject matter. This Sponsor Access

Agreement (a) may not be assigned by either party without first obtaining the approval of the other; and (b) is binding on and accrues to the benefit of the parties, their successors and their permitted assigns.

10.6 Governing Law. This Agreement is made in and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties agree that the courts of such jurisdiction shall have exclusive jurisdiction over each of the parties for the determination of any matter(s) arising out of this Agreement.

10.7 Conflict. In the event of any conflict between this Sponsor Access Agreement (or any portion thereof) as may be amended from time to time pursuant to section 9.1, and the Services and Agency Agreement now existing or hereafter entered into, the terms of this Sponsor Access Agreement shall prevail in respect of all matters relating to the Sponsor's use of the Portal and, in respect of all other matters, the Services and Agency Agreement shall prevail.

10.8 No changes to other agreements. Unless expressly provided otherwise herein, this Agreement does not replace any other agreement the Sponsor may have with RBC (now or in the future), including any consent or preference regarding the collection, use and disclosure of information related to or in respect of the Plan. All of the terms of the Sponsor's other agreements with RBC continue to apply.