

Royal Bank of Canada
MASTER CLIENT AGREEMENT FOR BUSINESS CLIENTS
INTERAC e-Transfer® Service Materials

These are Service Materials for Royal Bank's INTERAC e-Transfer® 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:

“Account Number Routing” is a routing mechanism allowing Customers to send e-Transfers to recipients using an account number, financial institution, and branch rather than an e-mail address or phone number.

“Autodeposit” means the service provided by Interac, which allows the Customer to register as a Recipient that does not need to respond to e-Transfer security questions;

“e-Transfer” means the transfer of funds to Recipients using their email address, mobile number, Account Number Routing, or other permitted contact information;

“e-Transfer Request Money” means a request for an e-Transfer made by a Requestor to a Responder;

“Harmful Content” has the meaning given in Section 6.2;

“Interac” means Interac Corp.;

“Recipient” means the Person, including the Customer, as the case may be, receiving the e-Transfer;

“Remittance Data” means optional text (through free form, structured data fields, or a URL link) that a Sender can include with an e-Transfer to describe why the e-Transfer is being sent;

“Requestor” means a Person, including the Customer, who is the requestor of an e-Transfer Request Money;

“Responder” means a Person, including the Customer, who is the responder to an e-Transfer Request Money; and

“Sender” means a Person, including the Customer, who initiates an e-Transfer.

2. Description of Service

2.1 Description of Service. This Service can be used by the Customer to send and receive e-Transfers, send and receive e-Transfer Request Moneys, and/or register for Autodeposit, in each case, in accordance with these terms and conditions. If the Customer is the Recipient of an e-Transfer sent by another Person, or if the Customer is the Requestor or Responder of an e-Transfer Request Money, in each case, these terms and conditions apply *mutatis mutandis* (i.e. these terms and conditions apply with the necessary changes).

2.2 Accounts. This Service may only be used for e-Transfers in Canadian dollars to and from Canadian dollar bank accounts in Canada. No foreign currency transactions are permitted.

2.3 Instrument. Each of e-Transfer and e-Transfer Request Money is an Instrument under the Agreement. For greater certainty, e-Transfers and e-Transfer Request Moneys are not bills of exchange and no part of this Service is subject to the *Bills of Exchange Act* (Canada).

2.4 Limits. Royal Bank may establish and change certain restrictions on the Customer's use of this Service, including without limitation limits and restrictions on dollar amounts. Other Persons, including other financial institutions and Interac, may also set limits, including without limitation on dollar amounts of e-Transfers sent using this Service.

2.5 Fees and Charges. The Customer will pay Royal Bank's fees and charges for this Service, and any fees, charges, taxes, or other amounts payable to other Persons. The Customer acknowledges other Persons, including Interac, other financial institutions, and telecommunication service providers may charge the Customer, whether as Sender, Recipient, Requestor, or Responder, fees and charges for OPS in connection with this Service, including for accessing, sending, receiving, and processing e-Transfers, e-Transfer Request Moneys, and/or Autodeposits.

3. Technology and Specifications

3.1 Specifications. The Customer will ensure e-Transfers, e-Transfer Request Moneys, and Autodeposits comply with Applicable Laws and the specifications and quality standards prescribed by Royal Bank, other financial institutions, and Interac in connection with this Service.

3.2 Service Requirements. The Customer must be enrolled in Royal Bank's Online Banking Service, RBC Express Service, RBC Business Banking Pilot, or Mobile Banking Service (collectively, "Channels") in order to use this Service. Certain features of this Service may only be available in one or more Channel, and may not be available in all such Channels.

3.3 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.

4. Security and Service Materials

4.1 Security. The Customer will ensure compliance with all security procedures, standards, and other requirements prescribed by Royal Bank, other financial institutions, and Interac in connection with this Service. The Customer will implement all features available to enhance the security of this Service, including any options available for password and pass phrase reset, dual administration, and multiple approval rules. **THE WAIVER AND RELEASE IN SECTION 13.3 OF THE LEGAL TERMS AND CONDITIONS WILL APPLY TO THE EXTENT THESE FEATURES ARE NOT IMPLEMENTED.**

4.2 Service Materials. The Customer will ensure the confidentiality, security, and proper use of all Service Materials, 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 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.

4.3 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.

5. Transaction Processing

5.1 Initiating an e-Transfer. After the Customer initiates an e-Transfer the amount of funds being transferred will be withdrawn from the applicable Account and an email or text message will be sent to the Recipient using the information provided by the Customer. The email or text message will identify the Customer as the Sender and include the amount of funds, the name of the Recipient, and inform the Recipient that the Customer is using this Service. Before using this Service to send an e-Transfer to a Recipient, the Customer is responsible for ensuring that the Recipient is aware they will be receiving the e-Transfer and can claim the e-Transfer in accordance with these terms and conditions. Interac does not provide notice to the Recipient when a Customer initiates an e-Transfer using Account Number Routing.

5.2 Initiating an e-Transfer Request Money. To send an e-Transfer Request Money, the Customer must provide the Responder's email address, mobile number, or other permitted contact information. After the Customer initiates an e-Transfer Request Money or when a post-dated or recurring e-Transfer Request Money is initiated, an email, text message, or other message will be sent to the Responder at the email address, mobile number, or other permitted contact information that the Customer provides. The email, text message, or other permitted message may identify the Customer as the Requestor, display the e-Transfer Request Money amount, and indicate that the Customer is sending an e-Transfer Request Money.

5.3 No Interest. After initiating an e-Transfer, funds will be held by Royal Bank until Royal Bank receives notice that the Recipient has successfully claimed the e-Transfer, the e-Transfer has been automatically deposited, or the e-Transfer has been canceled and reclaimed in accordance with these terms and conditions. Funds will not earn interest while being held by Royal Bank during this time.

5.4 Claiming or Declining an e-Transfer When a Security Question and Answer Feature is used. A Recipient may claim or decline an e-Transfer using the online or mobile banking services of their financial institution, and the financial institution, including Royal Bank, may charge additional fees. If a security question and answer feature is used, to claim or decline an e-Transfer, the Recipient must respond correctly to a security question created by the Sender and used for verification purposes. A Recipient who successfully claims an e-Transfer using the online or mobile banking services of a financial institution should generally receive funds immediately. However, the actual time to receive funds will vary and may take significantly longer depending on the circumstances. Royal Bank makes no representations or warranties regarding the time required to complete an e-Transfer. A Recipient has thirty (30) calendar days from the date an e-Transfer is sent using this Service to claim the e-Transfer, after which the e-Transfer will automatically expire. An e-Transfer sent from another financial institution to Royal Bank will also expire after a certain period of time.

5.5 Claiming an e-Transfer When a Security Question and Answer Feature is Not Used. If the Recipient has registered for Autodeposit, the Sender is not required to use the security question and answer feature. The e-Transfer funds sent by the Sender will be automatically deposited into the Recipient's Account. If the Customer is a Responder, the e-Transfer Request Money funds will be automatically deposited to the Requestor's Account without requiring the Requestor to answer a security question.

If the Sender uses Account Number Routing, the Sender will not use the security question and answer feature. The e-Transfer funds sent by the Sender will be automatically deposited into the Recipient's Account.

A Recipient or Requestor who successfully receives an e-Transfer using the online or mobile banking services of a financial institution should generally receive funds immediately. However, the actual time to receive funds will vary and may take significantly longer depending on the circumstances. Royal Bank makes no representations or warranties regarding the time required to complete an e-Transfer.

5.6 Security Question and Answer. The Customer will comply with the requirements prescribed by Royal Bank, other financial institutions, and Interac with respect to security questions and answers, including the security obligations under Section 6 (Security and Electronic Banking) of the Legal Terms and Conditions. The Customer will ensure security questions and answers are unique and not easily guessed, including by not using a birth date, name, telephone number, social insurance number, or sequential numbers, or any other Security Device used by the Customer. The Customer will ensure security questions and answers are known only to the Person the Customer intends to claim the e-Transfer, and not disclosed to any other Person. The Customer will not use the email, text message, or any optional message that may accompany the e-Transfer to send an e-Transfer security question or answer. If the Customer is a Recipient, the Customer will not disclose the e-Transfer security question or answer to anyone.

5.7 Reliance. Royal Bank and other financial institutions are entitled to pay an e-Transfer to (i) a Person who correctly responds to the security question and answer; (ii) the Requestor who sent the e-Transfer Request Money that the Customer responds to; (iii) the owner of the bank account specified in an Account Number Routed e-Transfer; or (iv) the Autodeposit Recipient registered at the email address, mobile number, or other permitted contact information provided by the Sender, in each case, whether or not such Person is the intended Recipient. Interac keeps on file only one security question and answer per Recipient. If a security question or answer is changed for a Recipient, it overrides any

previously saved security question and answer for that Recipient and applies to all outstanding e-Transfers for the Recipient. The new security question or answer will enable the Recipient to accept any previously sent e-Transfers that have not yet been claimed, expired, or cancelled. If the Customer does not want the Recipient to receive an outstanding e-Transfer, the e-Transfer must be canceled by the Customer before it is claimed.

5.8 Canceling an e-Transfer. Unless the Customer is a Responder, the Recipient has registered for Autodeposit, or the Recipient received the e-Transfer by Account Number Routing, the Customer can request that an e-Transfer be cancelled within thirty (30) calendar days from the date the e-Transfer is sent using this Service, provided the e-Transfer has not been declined or claimed by the Recipient. Royal Bank will use reasonable efforts to cancel an e-Transfer at the Customer's request. The Customer discharges and releases Royal Bank from, and will indemnify and hold harmless Royal Bank for, any Losses resulting from the implementation of, or the failure to implement, a change or cancellation of an e-Transfer.

5.9 Canceling an e-Transfer Request Money. A Requestor can request that an e-Transfer Request Money be cancelled within thirty (30) calendar days from the date the e-Transfer Request Money is sent using this Service, provided the e-Transfer Request Money has not been declined or fulfilled by the Responder. Royal Bank will use reasonable efforts to cancel an e-Transfer Request Money at the Requestor's request. The Customer discharges and releases Royal Bank from, and will indemnify and hold harmless Royal Bank for, any Losses resulting from the implementation of, or the failure to implement, a change or cancellation of an e-Transfer Request Money.

5.10 Declined, Cancelled, or Expired e-Transfer. If an e-Transfer sent using this Service is declined, cancelled, or expires, Royal Bank will attempt to redeposit the value of the e-Transfer in the Account from which the funds originated or, at Royal Bank's sole discretion, either deposit the value of such e-Transfer into another of the Customer's Accounts or hold the funds at a Royal Bank branch. Additional fees may apply.

5.11 Status of e-Transfer and e-Transfer Request Money. The Customer is responsible for promptly verifying the status of any e-Transfers and e-Transfer Request Moneys by checking the information available in the applicable Channel, and will immediately report any missing information or discrepancies in writing to Royal Bank. The Customer may receive messages from time to time from Royal Bank or Interac at the Customer's email address, mobile number, or other permitted contact information provided to Royal Bank with respect to the status of any e-Transfers and e-Transfer Request Moneys, but shall not derogate from the Customer's foregoing responsibility to verify.

5.12 Financial Institution Limitations. Certain financial institutions may not offer some or any features of the INTERAC e-Transfer® service. Depending on (i) which financial institution an e-Transfer or e-Transfer Request Money is originating from or sent to; (ii) whether the Recipient has registered for Autodeposit; (iii) whether the Recipient is using the online or mobile banking services of Royal Bank or another financial institution; and (iv) which Channel the Customer is using, a transfer of funds using this Service may not be able to be completed, and in such event, Royal Bank will have no responsibility or liability to the Customer or any other Person. The Customer is responsible to ensure the transfer of funds using this Service can be completed in each such circumstance, and discharges and releases Royal Bank from, and will indemnify and hold harmless Royal Bank for, any Losses resulting from each such circumstance.

6. Privacy and Confidentiality

6.1 Accuracy of Information. The Customer is responsible for the accuracy and completeness of all information provided in connection with this Service, including for ensuring a correct and operational email address, mobile number, bank account number, or other permitted contact information is provided for the Recipient or Responder, as applicable, and for making any necessary changes and keeping such information current. If the Customer uses Account Number Routing, the Customer will obtain from the Recipient their correct account numbers, as well as their financial institution and branch numbers, and will keep such information current. The Customer is responsible for ensuring that the Recipient or Responder, as applicable, has consented to the provision and use of the Recipient's or Responder's, as applicable, contact information for the purposes of sending the e-Transfer or e-Transfer Request Money, as applicable, using this Service, and otherwise to the extent necessary for the collection, use, and disclosure of the Recipient's or Responder's, as applicable, information in connection with this Service.

6.2 Message Content. Royal Bank will not examine any optional message or information accompanying an e-Transfer or e-Transfer Request Money, including but not limited to Remittance Data, and Royal Bank assumes no responsibility for the contents of such messages or information. Communication should not be addressed to Royal Bank, any other financial institution, or Interac, using the optional message. The Customer is responsible for the contents of any messages or information sent or received using this Service, and is prohibited from sending or receiving a message or information that is potentially harmful in any way ("**Harmful Content**").

For greater certainty, "**Harmful Content**" includes: (i) information or content that is harmful to Royal Bank, the Sender, Recipient, Requestor, Responder, or any other Person; (ii) personal information of an individual unless the individual has provided appropriate consent to the collection, use, and disclosure of the personal information in accordance with Applicable Laws, including personal information protection laws; (iii) a uniform resource identifier such as a uniform resource locator (URL), hyperlink, Disabling Code, or deceptive or malicious content; (iv) content or information that is offensive, defamatory, illegal, relates to illegal activities, or the inclusion or transmission of which is otherwise in contravention of Applicable Laws; (v) content or information that infringes intellectual property rights; and/or (vi) content or information intended to market products or services. The Customer will indemnify and hold harmless Royal Bank for any Losses arising in connection with this Service, including as a result of any messages or information sent or received using this Service.

6.3 Personal Information. It is prohibited for any optional message or information accompanying an e-Transfer or e-Transfer Request Money, including but not limited to Remittance Data, to include personal health information or other sensitive personal information, including but not limited to social insurance numbers or health numbers. Subject to this restriction, to the extent a message includes any personal information or information about the Customer or any other Person, the Customer confirms appropriate consents have been provided or obtained in compliance with Applicable Laws, including personal information protection laws, to include the information and for the information to be used and disclosed as set out in section 6.4 herein.

6.4 Disclosure and Use. All information collected by, and provided to, Royal Bank in connection with this Service may be used and disclosed to other Persons, including Interac and other financial institutions, to the extent necessary in connection with this Service. The Customer also authorizes Royal Bank and Interac to use this information for preparing, using, and distributing statistical, profiling, performance, or

operation reports relating to this Service. For greater certainty, this consent is in addition to any other consent provided by the Customer with respect to the collection, use, and disclosure of information.

7. Intellectual Property

7.1 Prohibited Use. It is prohibited to reproduce, republish, download, post, transmit, distribute, modify, or otherwise use, in whole or in part, in any form whatsoever, any trademarks, logos, works, or other intellectual property in this Service, including text, images, illustrations, software, HTML codes, audio clips, or videos, and whether belonging to Royal Bank, Interac, or any other Person, except to the extent permitted in writing by Royal Bank.

8. Termination

8.1 Termination by Interac. In addition to other termination rights in the Agreement, Royal Bank may suspend or terminate this Service, in whole or in part, immediately, without prior notice if required by Interac or if this Service is no longer available.