



**MASTER CLIENT AGREEMENT FOR BUSINESS CLIENTS
NOTE ISSUANCE SERVICE MATERIALS**

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

1. Definitions and Interpretation. All capitalized terms not defined herein 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 purposes of this Service, the following defined terms will be used:

“Authorized Person” means a Person designated by the Customer to sign Instruments on the Customer's behalf;

“Business Day” means each day other than Saturday, Sunday, and applicable bank holidays;

“CDS” means CDS Clearing and Depository Services Inc., a subsidiary of The Canadian Depository for Securities Limited;

“CDSX” means the clearing and settlement system owned and operated by CDS for eligible equity, debt, and money market transactions;

“CDSX Instrument” means an Instrument eligible for submission into CDSX; and

“Instruments” means commercial paper, treasury bills, promissory notes, and other money market Instruments and debt securities.

2. Description of Service. This Service is a web-based application which can be used to issue, manage, and pay Instruments, when Royal Bank has been appointed as the Customer's issuing and paying agent.

3. Supply of Instruments. The Customer will provide Royal Bank with a supply of Instruments, which are sequentially numbered and have been signed manually or by facsimile by one or more Authorized Persons. The principal amount, currency, date of issue, maturity date, and, if applicable, payee and interest rate, will be left blank. For CDSX Instruments, the payee will be CDS in all cases.

4. Authorized Persons. The Customer will provide Royal Bank with a list including the name and specimen signature of each Authorized Person. Royal Bank may rely on the list until Royal Bank receives a replacement list, and any change will only be effective once it is implemented by Royal Bank. The Customer is bound by all signatures appearing on Instruments, including if the signer is no longer authorized an Authorized Person at the time the Instrument is completed.

5. Safekeeping of Instruments. Royal Bank will acknowledge receipt of any Instrument delivered by the Customer to Royal Bank, and will exercise such care in the safekeeping of those Instruments as Royal Bank does for its own property of a similar kind.

6. Completion and Delivery of Instruments (other than CDSX Instruments). On receipt of, and in accordance with, the Customer's instructions, Royal Bank will withdraw an Instrument from safekeeping and complete the Instrument as to the principal amount, currency, date of issue, maturity date, and, if applicable, payee and interest rate. If the Customer's instructions are received by 1:00 p.m. (Toronto time) on a Business Day, Royal Bank will ensure all required actions are taken on the same day in accordance with this section. Instructions received after this cut-off time, will be processed on a best efforts basis only. Where applicable, Royal Bank will countersign the Instrument as issuing agent by manual or facsimile signature, and make the Instrument available at one of Royal Bank's issuance departments in Toronto for pick-up by the Person specified in the Customer's instructions once payment is received by wire payment in an



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amount specified in the Customer's instructions. If the Customer provides instructions for an Instrument to be made available for pick-up at a branch or centre where Instruments are not held for safekeeping by Royal Bank, Royal Bank will provide an undertaking to deliver the Instrument to the Person specified in the Instructions. Royal Bank will prepare the Instrument in accordance with the Customer's instructions and make it available for pick-up in accordance with this undertaking. The Customer will provide same-day confirmation for all instructions provided by telephone.

7. Completion and Delivery of Instruments (CDSX Instruments). On receipt of, and in accordance with, the Customer's instructions, Royal Bank will withdraw a CDSX Instrument from safekeeping and complete the CDSX Instrument as to the principal amount, currency, date of issue, maturity date, and interest rate. If the Customer's instructions are received by 1:00 p.m. (Toronto time) on a Business Day, Royal Bank will ensure all required actions are taken to effectively deposit the Instrument with CDS under the CDSX on the same day. Instructions received after this cut-off, will be processed on a best efforts basis only and Royal Bank will notify the Customer verbally if transactions are not completed the same day. Royal Bank will reconcile daily all CDSX Instruments held in safekeeping on behalf of CDS.

8. Proceeds of Sale of Instruments. Royal Bank will credit all payments received in respect of Instruments to the accounts specified in the Customer's instructions.

9. Payment of Matured Instruments. Royal Bank is not obligated to make any payment of principal or interest on an Instrument, unless there are sufficient funds in the applicable accounts or the Customer has made other arrangements for payment satisfactory to Royal Bank, in its sole and absolute discretion. When Royal Bank is presented with matured Instruments (other than CDSX Instruments) for payment, unless previously instructed by the Customer to the contrary, Royal Bank will pay the principal and interest on the Instrument to the holders once the Instruments are received. On the maturity date of CDSX Instruments, unless previously instructed by the Customer to the contrary, Royal Bank will authorize CDS to make the payment to the holders of the Instruments as indicated on the records of CDS and in accordance with the arrangements between Royal Bank and CDS. Royal Bank may debit the applicable account on the day of maturity of the Instrument.

10. Withholding Taxes. Royal bank is not responsible for any obligation to advise on, or to remit, withholding taxes imposed under any Applicable Laws, which may arise in connection with the solicitation, or receipt, of offers to purchase Instruments or the payment of matured Instruments.

11. Return of Instruments, Statements. Royal Bank will promptly return to the Customer all matured Instruments which have been paid, and provide such statements as are mutually agreed.

12. Calculation of Interest. Royal Bank will calculate interest on the basis of a 365-day year for Canadian dollar Instruments, and a 360 day year for US Instruments. This will result in an amount of interest paid to payees in leap years for Canadian dollar Instruments, and being slightly higher than the stated rate for US dollar Instruments.

13. CDSX Representations, Warranties, and Indemnity. The Customer represents and warrants that every request for any Service is within the capacity of, and properly authorized by, the Customer. The Customer further represents and warrants that for each issue the relevant CDSX Instrument is genuine and in proper form for submission into CDSX. The Customer indemnifies and holds harmless Royal Bank and its Representatives from and against any and all Losses in connection with Royal Bank's use of CDSX and any representations and warranties made in connection therewith and Royal Bank's reliance on the Customer's representations and warranties.



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14. Advertising. The Customer consents to the use of its name in Royal Bank's advertising and marketing of this Service.

15. Limitations of Service. The Customer is responsible for maintaining back-ups and contingency plans for processing Instruments in the event the Service is unavailable at any time and for any reason, including alternate methods of communicating instructions to Royal Bank by way of fax, email, or otherwise.

16. Security Codes. The Customer will designate each Person authorized to receive Security Devices for this Service, and determine and set levels and limits of authority applicable.