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

## Terms of Agreement

### 1. Definitions and Interpretation

All capitalized terms not defined herein have the meanings given to them in 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 apply:

*Payee*

A receiver of the payments the Customer sends, which may include the Customer's suppliers, beneficiaries, or other Persons.

*Payment Order*

The Customer's instruction to Royal Bank to make payments to a Payee(s).

*RBC Edge*

Royal Bank's Service for electronic banking, which enables multiple Users to access and use certain other Services and OPS. For greater certainty, RBC Edge is a Service and an Electronic Channel.

*User*

A Person the Customer authorizes to use RBC Edge.

*User Permissions*

The access and entitlements given to a User in connection with RBC Edge, which may or may not, in certain cases, be enforced by Royal Bank in other Electronic Channels or in-person or otherwise assisted service channels, such as in-branch.

2. Internet Access

To access RBC Edge, Users must have an Internet connection with sufficient bandwidth.

3. Authority and Approval Rules

The Customer will ensure that each User is properly authorized to use RBC Edge 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. It is the Customer's responsibility to ensure that each User's User Permissions are in accordance with the Customer's internal policies. Royal Bank may, in its discretion, with or without prior notice, accept, reject, change, or terminate the User Permissions given to each User.

4. Responsibility for Users

The Customer will ensure that each User complies with the terms and conditions of the Agreement, including these terms and conditions and other applicable RBC Edge Service Materials. The Customer is responsible for all use, including any unauthorized use, of RBC Edge by each User, including all actions or omissions of the User. All such use by Users is binding on the Customer.

5. User Information

The Customer will ensure all information provided to Royal Bank about each User, acting in a

business capacity on the Customer's behalf or otherwise, including the name, mailing address, email address, telephone and mobile numbers, and other contact information for each User, is correct and current.

## 6. Changes to User Permissions or User Information

The Customer will ensure all necessary changes are made to RBC Edge in the event of a change to a User's User Permissions or information. The Customer is bound by any change made by a User. Changes made to RBC Edge, including any change to the User Permissions or information of each User, may not result in corresponding changes to any other Services, Electronic Channels, or Documents. The Customer will ensure its other Services, Electronic Channels, and Documents are changed to the extent necessary, in accordance with the Agreement.

## 7. Disclaimer

Royal Bank is not responsible for verifying or changing the User Permissions or information of any User in connection with RBC Edge. This disclaimer applies notwithstanding anything contained in an Authorization Form or other Document provided to Royal Bank.

## 8. Payments

RBC Edge makes certain payment methods available for payments to Payees. These payment methods may change from time to time without prior notice to the Customer. If RBC Edge no longer accepts a certain payment method that was previously accepted, and the Customer submits a Payment Order using the previously accepted payment method, the payment will not be processed. Royal Bank will not be liable for any Losses caused by a change in accepted payment methods.

It is the Customer's responsibility to only approve payments in accordance with approval rules established by the Customer. The Customer is responsible for ensuring that all information, including the Payee information (e.g., Payee name, account number, and other information, as required) is accurate and complete at all times in order for Royal Bank to complete the Customer's payment instructions. Royal Bank may, without notice to the Customer, update the Customer's information for bill payments, if advised of a change by the Payee.

When a payment is processed, the Payment Order will be assigned a unique reference number and moved to a status of "Processed". Royal Bank will indicate failed transactions, which will need to be resubmitted by the Customer. All details for payments can be viewed within the "Manage Payments" section of RBC Edge.

When a payment is processed, the applicable Account will be checked for available funds prior to effecting the transfer of funds. If funds are available, the Payment Order will be processed; if funds are not available, the Payment Order will be rejected by the system.

Payments are subject to daily cut-off times established by Royal Bank and may require lead time to be received by a Payee by a certain date. The Customer is responsible for allowing sufficient time for a payment to reach the Payee. Refer to specific payment information outlined in RBC Edge for cut-off times and lead times for each payment type. Cut-off and processing times may change without prior notice. The Customer should also refer to the specific payment instructions outlined on the statement provided to the Customer by the applicable Payee.

Royal Bank makes no guarantees, warranties, representations, or commitments regarding when a payment will be received by a Payee. The Customer acknowledges that any timeline provided by Royal Bank regarding a payment is an estimate only. Royal Bank will not be liable for any fees, penalties, or late payment interest charged to a Customer by a Payee or any third party as a result of a delay in the payment.

Royal Bank is not responsible for any issues (including a Payee's delivery to the Customer of goods or services for which the payment is made) the Customer experiences with a Payee when using RBC Edge to pay a bill. The Customer is responsible for settling any such issues directly with the Payee.

## 9. Electronic Statements

The Customer is responsible for accessing RBC Edge to view its electronic statements once they become available, especially if it has opted not to receive paper copies from Royal Bank.

## 10. Security

The Customer will ensure compliance with all security procedures, standards, and other requirements prescribed by Royal Bank from time to time. **The Customer will implement all features available to enhance the security of RBC Edge, including two-factor authentication and multiple approval rules.** THE WAIVER AND RELEASE IN SUBSECTION 13.3 OF THE LEGAL TERMS AND CONDITIONS WILL APPLY TO THE EXTENT THESE FEATURES ARE NOT IMPLEMENTED.

## 11. 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, and other Security Devices, and Electronic Channels used in connection with RBC Edge. 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 RBC Edge.

## 12. Technology Requirements

RBC Edge is only available for use with certain Electronic Channels, hardware, operating systems, and software, as determined by Royal Bank in its sole discretion. The Customer will ensure RBC Edge is used only with Electronic Channels, hardware, operating systems, and software approved for such use by Royal Bank, and which have not been altered from manufacturer specifications.

## 13. Fees

The Customer is responsible for all fees and charges incurred by Users in connection with RBC Edge, including fees for Services and OPS activated and used by Users and any additional fees, charges, taxes, or other amounts payable to other Persons, including for messaging and data charges resulting from using Electronic Channels in connection with RBC Edge.

## 14. Finality

All Documents accessed, sent, received, accepted, or processed using RBC Edge are considered final and binding on the Customer.

## 15. Information Icons, Help Content, and Links

There may be important terms and conditions displayed when information icons or links are displayed or clicked in RBC Edge and these terms and conditions form part of the Agreement. The Customer will ensure these terms and conditions are accessed and reviewed accordingly.

## 16. Alerts

Royal Bank may alert the Customer about certain security or service activity relating to RBC Edge and other Services and OPS, by notifying Users in RBC Edge and/or using other Electronic Channels, including by email, text, or push notification to an Electronic Channel. Each User may be able to select the type of service alerts they want to receive and the Electronic Channels they want used for certain alerts, subject to availability and User Permissions. Each User may also be able to control alerts with settings in Electronic Channels,

and may be required to adjust the settings in Electronic Channels in order to enable or disable certain alerts. The availability, type, timing, and delivery of alerts is in Royal Bank's sole discretion, and Royal Bank does not guarantee the availability, type, timing, or delivery of alerts. Some alerts may require action by the User, including requiring the User to log-in to RBC Edge. Alerts are provided for convenience and information purposes only, and should not be relied on for any other purpose. Alerts sent by email, text message, push notification, or other unencrypted Electronic Channel are not secure, reliable, private, or confidential. Alerts may not be available in locations outside of Canada.

## 17. Language

Customer acknowledges having requested and agreed that these Service Materials be drafted exclusively in English and that all related documents, including notices, be only in English. *Le Client reconnaît avoir demandé et accepté que le présent matériel de service ainsi que tous les documents qui s'y rattachent, y compris les avis, soient seulement en anglais.*