

This Agreement is made with respect to RBC Express provided by Royal Bank of Canada ("Royal Bank") to the business client (the "Customer") you represent.

By clicking "I Agree" below, you confirm you are authorized to use RBC Express on behalf of the Customer and agree to these terms.

If you are not authorized on the Customer's behalf or do not agree to these terms, then click "Cancel".

## FOR VALUABLE CONSIDERATION, you agree:

- 1. <u>Terms of Use</u>. As a representative of the Customer, your use of RBC Express is subject to the terms of the Customer's Master Client Agreement for Business Clients (<a href="http://www.rbcroyalbank.com/commercial/cashmanagement/master-client-agreement.html">http://www.rbcroyalbank.com/commercial/cashmanagement/master-client-agreement.html</a>) or other agreement or authorization form governing RBC Express (the "RBC Express Agreement"), and you will comply with the RBC Express Agreement which requires, without limitation, that:
  - you are a representative of the Customer and authorized to use RBC Express on the Customer's behalf for such purpose. You will use RBC Express only for duties assigned to you by the Customer, and the roles, responsibilities, access, and entitlements given to you will correspond with your authority to act on the Customer's behalf.
  - your use of RBC Express will comply with applicable laws and all security procedures, standards, and other requirements prescribed by Royal Bank, including the RBC Express Guide to Securing Your Online Banking available in the RBC Express Resource Centre;
  - you will ensure the information provided to Royal Bank about you, including your name, mailing address, email address, telephone and mobile numbers, and other contact information, is the correct and current information for you acting in a business capacity on the Customer's behalf;
  - you will ensure the confidentiality, security, and proper use of RBC Express and all related service material, including tokens, login ids, passkeys, passwords, pass phrases, personal verification questions, and other security devices, and electronic channels/devices used in connection with RBC Express;
  - you will only use electronic channels/devices, hardware, operating systems, and software approved for such use by Royal Bank, and which have not been altered from manufacturer specifications;
  - you consent to the delivery and receipt of notices and other documents, including alerts about certain security or service activity relating to RBC Express, in the RBC Express Message Centre and/or using other electronic channels/devices, including email, text or push notification; and
  - you will immediately discontinue use of RBC Express to the extent you are no longer authorized.
- 2. Changes to Agreement. Royal Bank may at any time change this Agreement by posting notice of the change through announcements in Royal Bank's website. If RBC Express is used by you after the date of the notice of change or effective date of the change, whichever is later, you are deemed to have agreed and consented to the change. If any change is not acceptable to you, you must immediately stop using RBC Express and contact Royal Bank for assistance. You are bound by the latest version of this Agreement from time to time made available on Royal Bank's website, or otherwise provided to the Customer. You agree to regularly review these and any notice of change outlined above.
- 3. Governing Law. This Agreement is governed by the same laws governing the RBC Express Agreement.
- 4. <u>Language</u>. The parties acknowledge that they have required that this Agreement and all related documentation be drawn up in the English language. Les parties reconnaissent avoir demandé que la présente convention ainsi que tous les documents qui s'y rattachent soient rédigés en langue anglaise.

<sup>™</sup> Trademark of Royal Bank of Canada.

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