



These are Service Materials for the Online Foreign Currency Account 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 have the meanings given 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 Condition also apply. In addition, for the purpose of this Service, the following defined terms will be used:

"**Account**" means an Account enrolled in this Service and denominated in the currency agreed by the parties;

"**Designated User**" means a person who has been designated by the Customer to use Online FCA on behalf of the Customer;

"**Instructions**" means the instructions given by the Customer using Online FCA.

"**Online FCA**" means the Online Foreign Currency Account website maintained and provided by Royal Bank for the purpose of providing this Service;

"**Passwords**" means the secret code or passwords provided by Royal Bank to the Customer for the purposes of accessing and using Online FCA;

"**RSA SecurID Token**" means a device issued by Royal Bank to provide two factor authentication when digitally signing payments (@SecurID is a Registered Trademark of RSA Security Inc.); and

"**User Guide**" means Royal Bank's User Guide relating to Online FCA including any revisions thereof.

Accounts

2. Deposits and Withdrawals. Account deposits may only be made by wire transfer or by transfer of funds from other Royal Bank accounts. Withdrawals from an Account must be requested by the Customer using Online FCA and may only be made wire transfer, or by transfer to another Royal Bank account. Cash or cheque withdrawals are not permitted for this Service. Royal Bank may, at its sole discretion and without prior notice, limit deposits to the Accounts by currency, amount, term, or other criteria Royal Bank establishes from time to-time and for various periods of time. Funds deposited to an Account may not be accessible immediately. The length of the hold period can vary depending on the location of the issuing financial institution and other factors. After the hold period, the Customer may access the funds in the normal course. In general, the length of the hold period is two (2) Business Days.

3. Balances. Royal Bank will notify the Customer of any charges applicable to, and any minimum or maximum balance requirements or hold periods for, an Account. An Account cannot be overdrawn.

4. Interest. Unless otherwise agreed, Royal Bank will not pay interest on balances held in an Account. Royal Bank may at any time, in its sole discretion and upon prior notice to the Customer, charge interest on deposits to the Accounts.

5. CDIC. Deposits held in an Account are not insured under the *Canada Deposit Insurance Corporation Act*.

6. Transactions. The Customer acknowledges that in order for incoming funds and outgoing funds to be processed in a timely manner, the Customer must notify Royal Bank using Online FCA of both the **amount** of the transaction(s) and the **name** of the correspondent bank at least two (2) Business Days prior to the intended transaction date, or such other cut-off times as Royal Bank may establish from time to time. The Customer is solely responsible for any interest charges incurred if incoming funds and/or outgoing funds are not advised or received in accordance with these timelines, or the Customer suffers losses resulting therefrom.

7. Correspondent Banks. The Customer agrees that Royal Bank may hold the funds in an Account as part of its general balances with a correspondent bank in the country of domicile of the applicable currency(ies).



8. Laws Affecting Currency. The Customer acknowledges that laws governing the movement of currencies held in an Account may change such that Royal Bank may not be able to conclude transactions as requested by the Customer. Accessibility or movement of these funds are subject to any and all restrictions and regulations applicable in the country of domicile. The Customer is responsible, and will indemnify and hold harmless Royal Bank and its Representatives, for all Losses arising out of, or incidental to any Applicable Laws enacted, decreed or enforced by Regulatory Authority now or hereafter which purports to impose upon Royal Bank the duty to take or refrain from taking any action in respect of an Account.

9. Account Withdrawal. The Customer may withdraw an Account from the Service by providing Royal Bank written notice thirty (30) days prior to the day such withdrawal or termination is to take effect. Royal Bank may withdraw any Account from the Service immediately at any time on providing written notice to the Customer. If an Account has a credit balance on the date it is to be withdrawn, Royal Bank will mail a draft payable to the Customer to such address, expressed in the currency of the Account.

Online FCA

10. Customer Systems. The Customer shall be responsible for providing, installing, maintaining and upgrading suitable computing and communications equipment and systems in order to make full use of Online FCA.

11. No Warranty. Royal Bank does not warrant that Online FCA will be operational at all times or any time or that it will be operated free from error or interruption or that the use of e-mail or the internet is a secure means of relaying Instructions.

12. User Guide. The Customer acknowledges that the Service and Online FCA are made available and supplied by Royal Bank subject to the Customer's agreement to follow the procedures and requirements set out in the User Guide. The Customer will ensure the User Guide is available to Designated Users and other authorized users for review and reference.

13. Passwords and Security Provisions. Passwords and RSA SecurID tokens will be issued by Royal Bank to the Customer to enable it to access and use Online FCA and the Service. Passwords and RSA SecurID tokens will at all times remain the property of Royal Bank and may be replaced or withdrawn at any time by Royal Bank in its absolute discretion. The Customer shall ensure that the Passwords remain strictly confidential. No one but the Customer and its Designated Users are permitted to know or use the Passwords or RSA SecurID tokens. If the Customer knows or suspects that someone else knows or may know their Passwords or have access to the RSA SecurID tokens, the Customer must inform Royal Bank immediately.

14. Two Factor Authentication. Online FCA uses a two factor authentication facility that requires entry of a SecurID token code to authorize a transaction entered by either the same Designated User or another Designated User.

15. Designated Information System. The Customer designates Online FCA as its designated information system in connection with this Service, and consents to the provision by Royal Bank, and receipt by the Customer, of any Document through that Electronic Channel in connection with this Service.